

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

CALL TO ORDER
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE

Approval of the minutes of the meeting held January 19, 2011.
Matters referred to the Committees by the Mayor.
Presentation, Commendations and Awards by Mayor.
Awards and Commendations from Boards, Commissions, Authorities and Committees.

CITIZENS' COMMENTS

A. REFERRALS

TO THE COMMITTEE ON FINANCE

- A.1. Resolution to approve the 2011 Consolidated Plan - Annual Plan for the Community Development Block Grant/HOME Program. (Finance Committee – HOME Program and CDBG Portion; Also refer to City Plan Commission - CDBG Portion Only)

TO THE PUBLIC WORKS COMMITTEE

TO THE PUBLIC SAFETY AND WELFARE COMMITTEE

TO THE CITY PLAN COMMISSION

- A.2. Conditional Use Permit for a 2,905 s.f. auto sales building to be located at 5309 75th Street, District #15. (Palmen/Fiat)
- A.3. Conditional Use Permit for a contractor's storage yard to be located at 8867 Sheridan Road, District #8. (Trees-B-Gone)
- A.4. Zoning Ordinance To Repeal, Recreate and Renumber various parts of Sections 3.03 through 3.09 regarding Front Yard Exceptions and Garages; To Repeal and Recreate Section 7.02 F. regarding Nonconforming Residential Structures, and To Create Definitions for "Front-facing Garage", "Livable Space", "Overhead Door" and "Side-loaded Garage" in Section 12.0 B. of the Zoning Ordinance for the City of Kenosha, Wisconsin.
- A.5. Zoning Ordinance To Repeal and Recreate Subsection 4.06 A.17 of the Zoning Ordinance for the City of Kenosha regarding residential conditional uses to expressly authorize inspections as a point of verification for allowing non-conforming use as a conditional use .

B. COMMUNICATIONS, PETITIONS, REPORTS OF DEPARTMENTS

- B.1. Approval of the following applications per list on file in the Office of the City Clerk:
- a. _____ Operator's (Bartenders) license(s).
 - b. _____ Transfer of Agent Status of Beer and/or Liquor license(s).
 - c. _____ Special Class "B" Beer and/or Special "Class B" Wine license(s).
 - d. _____ Taxi Driver License(s).
- B.2. Request for a Special Exception to the Off-Street Parking requirement of Section 6.01 F.17 of the Zoning Ordinance for the property at 3203 60th Street. (District #11) (Westtown Foods) **HEARING**

Go to backup

C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS

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

- C.1. Approve applications for new Operator's (Bartender) licenses, subject to:
-20 demerit points:
- a. Jacob Tappa
 - b. Kevin Fredrick
 - c. Justine Bloxdorf
- (Ayes 4: Noes 0) **HEARING**
- Go to backup**
- C.2. DENY application of Taylor Leamon for a new Operator's (Bartender) license, based on ***-material police record.*** (Ayes 4: Noes 0) **HEARING**
- Go to backup**
- C.3. DENY applications for new Taxi Driver's licenses, based on:
-material police record:
- a. Karen Felde
 - b. Marcus Orr
 - c. Charlie Henley
 - d. Richard Thomas
- (Ayes 4: Noes 0) **HEARING**
- Go to backup**
- C.4. Approve application of Aces I, LLC, Richard Yuenkel, Agent, for a Cabaret License (1-year term) located at 2901 -60th Street (*Bacis Bar and Restaurant*), with no adverse recommendations. (Ayes 4: Noes 0) **HEARING**
- Go to backup**
- C.5. Approve application of Maria Castanuela, for a Secondhand Article Dealer License and Secondhand Jewelry Dealer License located at 6310 - 24th Avenue (*Las Hermanitas 2ndhand Store*), with no adverse recommendations. (Referred back to LP 1/19/11) (Ayes 4: Noes 0) **HEARING**
- Go to backup**

- C.6. Approve application of Daniel Cook, for a Secondhand Article Dealer License located at 3105 - 60th Street (*60th Street Music & Video*), with no adverse recommendations. (Ayes 4: Noes 0) **HEARING Go to backup**
- C.7. Approve Findings of Fact, Conclusions of Law and Recommendation (**to revoke**) in the Matter of the Class "B" Beer/"Class B" Liquor License of Kenneth Rosmann, (*d/b/a Joan & Ken's Country Inn*). (Ayes 4: Noes 0) **HEARING Go to backup**
- C.8. Approve Findings of Fact, Conclusions of Law and Recommendation (**to revoke**) in the Matter of the Operator's (Bartender's) License of Guadalupe Ramirez. (Ayes 4: Noes 0) **HEARING Go to backup**

D. ORDINANCES 1st READING

- D.1. By Alderperson David F. Bogdala - To Repeal and Recreate Section 1.025 (*of the Code of General Ordinances*) Regarding Dress Code for Members of the Common Council. (Fin.-Recommendation Pending) **Go to backup**
- D.2. By Alderperson Anthony Nudo - To Repeal and Recreate Section 8.01.A. (*of the Code of General Ordinances*) Regarding Stormwater Utility Creation. (Fin.-Recommendation Pending) **Go to backup**
- D.3. By Alderperson Anthony Nudo - To Repeal and Recreate Various Sections in Chapter 1 Regarding Committees of Council, Committee on Public Works and Stormwater Utility Committee (*Section 1.03.C.1. Entitled Committees of Council; to Repeal and Recreate Section 1.03.C.1.b. Entitled Committee on Public Works; to Create Section 1.03.C.1.e. Regarding Committee on Stormwater Utility; To Repeal and Recreate Section 1.03.C.2. Regarding Committee Members; to Repeal and Recreate Section 1.06.K of the Code of General Ordinances Regarding Stormwater Utility Committee Purpose*). (Fin.-Recommendation Pending) **Go to backup**
- D.4. By the Mayor - To Repeal and Recreate Various Sections of Chapter 17 (*of the Code of General Ordinances*) Regarding Approval of Plats, to Extend the Time after Approval of a Preliminary Plat during Which Final Approval May Occur, in Order to Become Consistent with Statutory Changes. (PW-Recommendation Pending; CP-Ayes 8: Noes 0) **Go to backup**

E. ZONING ORDINANCES 1st READING

F. ORDINANCES 2nd READING

- F.1. By Alderperson Theodore Ruffalo - To Repeal and Recreate Section 1.06 U. (*of the Code of General Ordinances*) Entitled Home Program Commission to Reconstitute the Composition Thereof. (Fin.-Ayes 5: Noes 0) **PUBLIC HEARING** **Go to backup**
- F.2. By the Mayor - To Create Section 13.0112 (*of the Code of General Ordinances*) Entitled Non-Structural Demolition. (PSW- Ayes 5: Noes 0) **PUBLIC HEARING** (*Deferred December 6 and 20, 2010 and January 19, 2011*) **Go to backup**

G. ZONING ORDINANCES 2nd READING

H. RESOLUTIONS

- H.1. By Public Works Committee – Intent to Assess for Project 10-1020 39th Avenue Reconstruction (*67th Street to 75th Street*) for Hazardous Sidewalk only. (Districts 11, 14 & 15) (PW-Recommendation Pending)
Go to backup
- H.2. By Alderperson Steve Bostrom - To Urge the Mayor to Begin the Independence Day Parade at the Intersection of Roosevelt Road and 22nd Avenue. **Go to backup**
- H.3. By Alderperson Ray Misner - To Register the City of Kenosha Common Council's Support of LRB 0745/1 Repealing the Law Which Requires the Observation and Recordation of Racial Information Obtained Through Traffic Stops. **Go to backup**
- H.4. By the Mayor - Authorizing an Amended and Restated Development Financing Agreement with respect to Towne Investments Project in Tax Incremental District #12. (Fin.-Recommendation Pending)
Go to backup

I. APPOINTMENTS/REAPPOINTMENTS BY THE MAYOR

- I.1. Appointments to the Lakeshore Business Improvement Board of Directors:
a. Janet Dietrich (term to expire 11/18/12)
b. Maria Caravati (term to expire 11/18/13)
Go to backup
- I.2. Appointment of Christopher Brandt to the Transit Commission (term to expire 6/7/12) **Go to backup**

J. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

- J.1. Award of Contract for Project 11-1209 Salt Storage Facility (6415 35th Avenue) to Camosy Construction (Kenosha, Wisconsin) in the amount of \$750,000.00. (District 11) (PW-Recommendation Pending)

Go to backup

K. OTHER CONTRACTS AND AGREEMENTS

L. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

- L.1. Disbursement Record #1 – \$10,867,841.21. (Fin.-Recommendation Pending)

Go to backup

- L.2. KABA 2010 4th Quarter Revolving Loan Fund Report. (Fin.-Recommendation Pending) **Go to backup**

M. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

- M.1. Final Acceptance of Projects:

a. #10-1129 Interior Lights & Electrical Upgrades Truck Wash (3735 65th Street) by GLC Corp dba Great Lakes Electric (Kenosha, Wisconsin), \$36,440.00. (District 11) (PW & SWU – Recommendation Pending)

b. #10-1015 Resurfacing Phase II (43rd Street – 17th Avenue to 22nd Avenue, 55th Street – 49th Avenue to 51st Avenue, 26th Avenue – Lincoln Rd to 75th Street) by Cicchini Asphalt, LLC (Kenosha, Wisconsin), \$412,706.79. (Districts 6, 13 & 16) (PW-Recommendation Pending)

c. #09-1027 Epoxy Pavement Markings School Zones (Citywide Locations) by Brickline, Inc. (Madison, Wisconsin), \$44,840.50. (All Districts) (PW-Recommendation Pending) **Go to backup**

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

O. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS

- O.1. Conditional Use Permit for a 78-room dormitory building to be constructed at 2201 Alford Park Drive, District #1. (Carthage Oaks - Building F) (CP-Ayes 7: Noes 0: Abstain 1) **PUBLIC HEARING Go to backup**

- O.2. Request to extend the Conditional Use Permit for a multi-family residential development to be located east of 30th Avenue, north and south of 21st Street, District #5. (Sun Pointe Village) (CP-Ayes 8: Noes 0) **PUBLIC HEARING Go to backup**

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

LEGISLATIVE REPORT
MAYOR'S COMMENTS
ALDERMEN'S COMMENTS

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



web site: www.kenosha.org

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
Wednesday, January 19, 2011**

Keith G. Bosman, Mayor

Michael K. Higgins, City Clerk

**KENOSHA MUNICIPAL
BUILDING COUNCIL
CHAMBERS ROOM 200
Wednesday, January 19, 2011**

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

The meeting was called to order at 7:03 p.m.

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

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

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

It was moved by Alderperson Michalski, seconded by Alderperson Misner, to approve the minutes of the meeting held December 20, 2010.

Motion carried unanimously.

It was moved by Alderperson Bogdala, seconded by Alderperson Nudo to suspend the rules for Alderperson Kennedy (Chapter 1.025, Dress Code for Members of the Common Council regarding "Proper Attire"). On a voice vote, motion carried.

At this time, Fire Chief Thomsen presented a commendation to a citizen. Police Chief Morrissey also presented a commendation to a citizen.

Two (2) Citizens spoke during Citizen's Comments: Matthew Nielsen and Louis Rugani.

A. REFERRALS

TO THE COMMITTEE ON FINANCE

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

TO THE PUBLIC WORKS COMMITTEE

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

TO THE LICENSING/PERMIT COMMITTEE

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

TO THE PUBLIC WORKS COMMITTEE

A.4. Conditional Use Permit for a 47-unit senior assisted living facility to be located at 1870 27th Avenue, District #5. (Celebre Place)

A.5. Conditional Use Permit for a 78-room dormitory building (Building F) to be constructed at 2201 Alford Park Drive, District #1. (Carthage Oaks)

A.6. Zoning Ordinance to Create Subsection 18.02 c. of the Zoning Ordinance to Amend the Land Use Plan Map for the City of Kenosha: 2035, District #6. (Kesch Properties, LLC)

A.7. Petition to rezone property at 4418 21st Avenue from RG-1 General Residential District to B-1 Neighborhood Business District, District #6. (Kesch Properties, LLC)

A.8. Request to extend the Conditional Use Permit for a multi-family residential development to be located east of 30th Avenue, north and south of 21st Street, District #5. (Sun Pointe Village)

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

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Keith G. Bosman, Mayor

Michael K. Higgins, City Clerk

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

a. 22 applications for an Operator's (Bartenders) license, per list on file in the office of the City Clerk.

b. There were no application(s) for a transfer of agent status of Beer and/or Liquor licenses, per list on file in the office of the City Clerk.

c. 1 application(s) for a special Class "B" Beer and/or "Class B" Wine license per list on file in the office of the City Clerk.

d. 2 application(s) for a Taxi Driver's license per list on file in the office of the City Clerk.

On a voice vote, motion carried.

B.2. It was moved by Alderperson Nudo, seconded by Alderperson Misner to receive and file communication from Matthew Knight, Deputy City Attorney, Regarding the Class "B" Beer/"Class B" Liquor License Located at 6325-120th Avenue, GH Holdings, LLC (The Hub) On a voice vote, motion carried.

C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS

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

-20 demerit points:

a. Paul Scott

b. Ashly Burke

-40 demerit points:

c. Jordan Reener

-80 demerit points:

d. Rachel Cook

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

C.2. It was moved by Alderperson Nudo, seconded by Alderperson Green, to DENY application of Matthew McPhaul for a new Operator's (Bartender) license, based on material police record.

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

C.3. It was moved by Alderperson Nudo, seconded by Alderperson Downing, to approve application of Anna Szymczak for a new Operator's (Bartender) license.

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

C.4. It was moved by Alderperson LaMacchia, seconded by Alderperson Downing, to approve application of Rick's Legends Bar & Restaurant, Inc., (Rickey Mutchler, Agent) located at 3013 - 60th Street (Rick's legends Bar & Restaurant) for a Cabaret License (1-year term) with no adverse recommendations.

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

C.5. It was moved by Alderperson Nudo, seconded by Alderperson green, to approve application of Daniel L. Hess, for an Amusement and Recreation Enterprise Supervisor License located at 1714 - 52nd Street (Coin's Sports Bar), with no adverse recommendations.

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

C.6. It was moved by Alderperson Kennedy, seconded by Alderperson Michalski, to Application of Maria Castanuela, for a Secondhand Article Dealer License and Secondhand Jewelry Dealer License located at 6310 - 24th Avenue (Las Hermanitas 2ndhand Store), with no adverse recommendations. A hearing was held. Ruben Castanuela was present and spoke.

Alderperson Kennedy withdrew his motion.

C.6.1. It was moved by Alderperson Kennedy, seconded by Alderperson Green to refer back to the Licensing/Permit Committee.

On a voice vote, motion carried.

C.7. It was moved by Alderperson Nudo, seconded by Alderperson Kennedy, to DENY renewal application of Laszlo Kiss, for a Secondhand Jewelry Dealer License located at 6826 Sheridan Road, (Antiques Revival) based on non-appearance.

On a voice vote, motion carried.

C.8. It was moved by Alderperson Green, seconded by Alderperson Kennedy, to approve application of Kimberly

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Keith G. Bosman, Mayor

Michael K. Higgins, City Clerk

Gorsuch for a Pet Fancier Permit License.

On a voice vote, motion carried.

At this time, Alderperson Kennedy left the meeting and returned for action on item F.3.

D. ORDINANCES 1ST READING

D.1. It was moved by Alderperson Nudo, seconded by Alderperson Michalski, to send the following ordinance on it's way: By Alderperson Theodore Ruffalo - To Repeal and Recreate Section 1.06 U. (of the Code of General Ordinances) Entitled Home Program Commission to Reconstitute the Composition Thereof.

On a voice vote, motion carried.

E. ZONING ORDINANCES 1ST READING

F. ORDINANCES 2ND READING

It was moved by Alderperson Nudo, seconded by Alderperson Bogdala, to adopt Ordinance 1-11.

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

On roll call vote, motion carried (13-1) with Alderperson Michalski voting nay and said ordinance was thereupon adopted as follows:

F.1.ORDINANCE NO. 1-11

BY: ALDERPERSON ANTHONY NUDO

ALDERPERSON DAVID BOGDALA

TO AMEND SECTION 14.01.B.6. OF THE CODE OF GENERAL ORDINANCES ENTITLED

“SPECIAL

REVENUE FUND”

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows: Section One: Section 14.01.B.6. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby amended as follows: 6. Special Revenue Fund. The Finance Director shall create a special revenue fund for the purposes of depositing the licensing and/or late fees collected. The special revenue fund shall be used to further the purpose of this Chapter and support the canine unit(s) of the Kenosha Police Department. Requests for funds shall be reviewed and approved by the Finance Committee. Section Two: This Ordinance shall become effective upon passage and publication.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

It was moved by Alderperson Green, seconded by Alderperson Nudo, to adopt Ordinance 2-11.

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

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

F.2. ORDINANCE NO. 2-11

BY: ALDERPERSON ANTHONY NUDO

ALDERPERSON RAY MISNER

TO AMEND THE TITLE OF SECTION 10.062; TO CREATE SUBSECTIONS 10.062.A. AND 10.062.B.

OF THE CODE OF GENERAL ORDINANCES REGARDING SURRENDER OF LICENSE

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows: Section One: The title of Section 10.062 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby amended as follows: 10.062 SURRENDER WHERE REVOCATION OR SUSPENSION PROCEEDINGS THREATENED OR COMMENCED Section Two: Subsections 10.062.A. and 10.062.B. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby created as follows: A. Voluntary Surrender. A Class “A”, “Class A”, Class “B”, “Class B” or “Class C” License may be surrendered when any proceeding has been commenced by any authorized person or party to revoke or suspend such License. If the complaint in any such proceeding is found to be true, the License shall either be suspended for not less than 10 days nor more than 90 days or

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Keith G. Bosman, Mayor

Michael K. Higgins, City Clerk

revoked. B. Conditional Surrender. A Class "A", "Class A", Class "B", "Class B" or "Class C" License may not be conditionally surrendered when any proceeding has been commenced by any authorized person or party to revoke or suspend such License or when any proceeding is authorized by the License/Permit Committee or Common Council to revoke or suspend such license. A Class "A", "Class A", Class "B", "Class B" or "Class C" License which is in jeopardy due to an actual or threatened license revocation proceeding may be surrendered on the condition that the owner of the licensed premises be granted a similar license at the same location where the license holder leases the premises or holds the premises under a land contract, subject to the following terms and conditions: 1. The License has not been revoked following a lawful revocation hearing. 2. The Licensee surrenders the License and the owner of the premises applies for said License. 3. License fees will not be prorated. 4. A similar License at the same location has not been conditionally surrendered while under threat of revocation within the past ten (10) years. 5. The license holder does not profit from the License transfer.

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

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

It was moved by Alderperson Ruffalo, seconded by Alderperson Haugaard, to adopt Ordinance 3-11.

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

On roll call vote, motion carried (9-6) with Alderpersons Kennedy, Orth, Downing, LaMacchia, Juliana and Marks voting nay and said ordinance was thereupon adopted as follows:

F.3. ORDINANCE NO. 3-11

BY: ALDERPERSON THEODORE RUFFALO

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

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows: Section One: Section 1.045.C.1. and C.2. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows: C. Exceptions. The above requirements shall not be enforced where: 1. Defense. By sworn Affidavit, the applicant/licensee/

permittee states: a. They have a good faith defense to the above requirements and state the defense in detail, relative to both facts and legal theories, and furnish supporting documentation. b. They have taken or are taking prompt action to challenge the above requirements in an appropriate forum. The City Clerk/Treasurer may reject said Affidavit, upon the advice of the City Attorney, if it is insufficient or frivolous. Further hearing and appeal from such decision shall be in accordance with Chapter 68, Wisconsin Statutes, Municipal Administrative Procedure. The filing of a false or frivolous Affidavit shall be grounds for license/permit suspension or revocation. 2. Stipulated Agreement of Compliance. When the applicant/licensee/permittee by written stipulation affirms the outstanding conditions and/or liabilities for which issuance of the license/permit is withheld and stipulates to a schedule for compliance and/or payment of the outstanding conditions and/or liabilities, the license/permit may be issued by the clerk. Failure to comply with the terms of said agreement shall be a basis for immediate revocation of the license/permit. Section Two: This Ordinance shall become effective upon passage and publication.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

F.4. It was moved by Alderperson Bogdala, seconded by Alderperson Michalski, to defer the proposed ordinance

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Michael K. Higgins, City Clerk

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

A public hearing was held. No one spoke for or against said ordinance.
On a voice vote, motion carried.

F.5. It was moved by Alderperson Kennedy, seconded by alderperson Green to adopt the proposed ordinance **BY MAYOR - TO CREATE SECTION 13.0112 OF THE CODE OF GENERAL ORDINANCES ENTITLED NON-STRUCTURAL DEMOLITION.**

F.5.1. It was moved by Alderperson Nudo, seconded by Alderperson Bogdala to defer to the next meeting. On a voice vote, motion carried.

G. ZONING ORDINANCES 2ND READING

It was moved by Alderperson Nudo, seconded by Alderperson Michalski, to adopt Ordinance 4-11.
A public hearing was held. No one spoke for or against said ordinance.

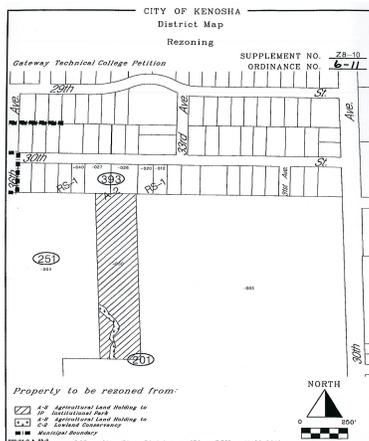
On roll call vote, motion carried unanimously and said ordinance was thereupon adopted as follows:

G.1. REZONING ORDINANCE NO. 4-11

BY: THE MAYOR

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

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows: Section One: That the land shown on the attached Supplement Map No. Z8-10 be, and the same hereby is, zoned and districted as indicated on said map. Section Two: This Ordinance shall be in full force and effect upon passage and the day after its publication.



**APPROVED:
KEITH G. BOSMAN, MAYOR**

**ATTEST:
DEBRA L. SALAS, DEPUTY CITY CLERK**

G.2. It was moved by Alderperson Bogdala, seconded by Alderperson Nudo, to defer the proposed ordinance **BY: MAYOR - TO CREATE SUBSECTION 2.02 E.4 PROHIBITING OFF-PREMISES SIGNS AND TO REPEAL AND RECREATE VARIOUS SECTIONS OF THE ZONING ORDINANCE, REMOVING OFF-PREMISE SIGNS AS A CONDITIONAL USE IN THE B-2, M-1 AND M-2 DISTRICTS; AND TO**

CREATE A LIMITATION ON THE MAINTENANCE OF NON-CONFORMING OFF-PREMISES SIGNS AND TO CREATE A DEFINITION OF "OFF-PREMISES SIGNS" IN SECTION 12 OF THE ZONING ORDINANCE for 45 days.

A public hearing was held. No one spoke for or against said ordinance.
On a voice vote, motion carried.

G.3. It was moved by Alderperson Kennedy, seconded by Alderperson Green, to adopt Ordinance 5-11.
A public hearing was held. No one spoke for or against said ordinance.

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

ZONING ORDINANCE NO. 5-11

BY: THE MAYOR

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

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows: Section One: Subsection 18.02 b.

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Keith G. Bosman, Mayor

Michael K. Higgins, City Clerk

of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby created as follows: 18.02 The comprehensive plan adopted in subsection 18.01 is amended by the following: a. By Common Council resolution 126-10 on file with the City Clerk. b. By map C1-10 on file with the Department of City Development. Section Two: This Ordinance shall become effective upon passage and publication.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

G.4. It was moved by Alderperson Kennedy, seconded by Alderperson Green, to adopt Ordinance 6-11.

A public hearing was held. Two (2) people spoke against and one (1) person spoke in favor of said ordinance.

On roll call vote, motion carried (13-2) with Alderpersons Kennedy and Juliana voting nay and said ordinance was thereupon adopted as follows:

REZONING ORDINANCE NO. 6-11

BY: THE MAYOR

**Zoning: TO REZONE PROPERTY LOCATED AT 6419, 6441, and 6515
GREEN BAY ROAD FROM IP INSTITUTIONAL PARK TO B-2**

**COMMUNITY BUSINESS, (DISTRICT #17) [T. PROPERTIES, LLC; BRAVO REALTY, LLC and
SHOUT, LLC]**

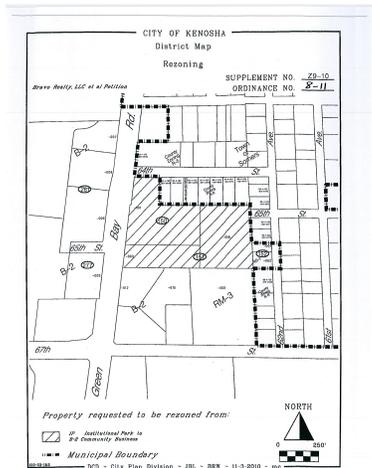
The Common Council of the City of Kenosha, Wisconsin, do ordain as follows: Section One: That the land shown on the attached Supplement Map No. Z9-10 be, and the same hereby is, zoned and districted as indicated on said map. Section Two: This Ordinance shall be in full force and effect upon passage and the day after its publication.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK



H. RESOLUTIONS

H.1. It was moved by Alderperson Bogdala, seconded by Alderperson Bostrom, to adopt Resolutions 1-11 through 7-11. On roll call vote, motion carried unanimously (Alderperson Green not present for vote) and said resolutions were thereupon adopted as follows:

a. RESOLUTION NO. 1-11

BY: FINANCE COMMITTEE

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

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

Kenosha. Passed this 19th day of January, 2011.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

b. RESOLUTION NO. 2-11

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Keith G. Bosman, Mayor

Michael K. Higgins, City Clerk

BY: FINANCE COMMITTEE

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

BE IT RESOLVED, that special assessments for reinspection fees during 2010, in the total amount of \$9,736.00, be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha. Passed this 19th day of January, 2011.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

c. RESOLUTION NO. 3-11

BY: FINANCE COMMITTEE

To Specially Assess Certain Parcels of Property for Boarding and Securing

BE IT RESOLVED, that special assessments for boarding and securing (account #110-00-46808) during 2010, in the total amount of \$5,039.56, be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha. Passed this 19th day of January, 2011.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

d. RESOLUTION NO. 4-11

BY: FINANCE COMMITTEE

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

BE IT RESOLVED, that special assessments for trash and debris removal during 2010, in the total amount of \$1,055.00, be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha. Passed this 19th day of January, 2011.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

e. RESOLUTION NO. 5-11

BY: FINANCE COMMITTEE

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

(Miscellaneous Assessment)

BE IT RESOLVED, that special assessments for graffiti removal during 2010, in the total amount of \$800.00, be levied against the parcel(s) of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha. Passed this 19th day of January, 2011.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

f. RESOLUTION NO. 6-11

BY: FINANCE COMMITTEE

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

BE IT RESOLVED, that special assessments for weed/grass cutting during 2010, in the total amount of \$5,159.50, be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha. Passed this 19th day of January, 2011.

**COMMON COUNCIL
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Wednesday, January 19, 2011**

Keith G. Bosman, Mayor

Michael K. Higgins, City Clerk

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

g. RESOLUTION NO. 7-11

BY: COMMITTEE ON FINANCE

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

WHEREAS, trash and debris located on certain parcels of land in the City of Kenosha, Wisconsin, has been ordered removed by the Health Department of the County of Kenosha, pursuant to Charter Ordinance No. 26, as amended by Charter Ordinance No.(s) 28, 30, and 33, of the City of Kenosha, Wisconsin; and, WHEREAS, pursuant to Subsection G., Charter Ordinance No. 26, as amended, the cost of abatement, including the cost of service, mailing and publication, and a Seventy-five (\$75.00) Dollar Administrative Fee, is to be specially assessed against the real estate upon which such debris and trash were located; and, WHEREAS, trash and debris has been removed by the City, through private contract, from various parcels of real estate at the costs of abatement and administration noted by a report from the Health Department dated January 7, 2011, for the City of Kenosha, a report on file in the Office of the City Clerk/Treasurer and incorporated herein by reference. NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that pursuant to Charter Ordinance No. 26, as amended by Charter Ordinance No.(s) 28, 30, and 33, special assessments in the total amount of Nine Thousand Eighty-Four Dollars and sixty-seven cents (\$9,084.67) are levied against the respective parcels of property listed in the report of the Health Department on file in the Office of the City Clerk/Treasurer for the City of Kenosha, Wisconsin, with interest thereon to be charged at seven and one-half (7.5%) percent per annum from the date of passage of this Resolution. Adopted this 19th day of January, 2011.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

H.2. It was moved by Alderperson Orth, seconded by Alderperson Nudo to adopt Resolution 8-11. On roll call vote, motion carried (14-1) with Alderperson Marks voting nay and said resolution was thereupon adopted as follows:

RESOLUTION NO. 8-11

BY: ALDERPERSON ANTHONY NUDO

ALDERPERSON STEVE BOSTROM

TO DIRECT THE OFFICE OF THE CITY ATTORNEY TO

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

WHEREAS, on December 2, 2008, the City of Kenosha, the Kenosha Water Utility, and Brookstone Homes, Inc. ("Brookstone Homes") entered into a Developer's Agreement ("Developer's Agreement") for the development of 29.77 acres of real estate formerly owned by the City of Kenosha and transferred to Brookstone Homes pursuant to a separate transaction; and, WHEREAS, the Developer's Agreement imposes certain obligations on Brookstone Homes including, but not limited to, an obligation to construct streets, install sidewalks, and other infrastructure; and, WHEREAS, said Developer's Agreement requires that Brookstone Homes posts various types of security to guaranty performance of its obligations, such security including a letter of credit, and bonds to assure quality of sidewalks; and, WHEREAS, Brookstone Homes has failed to provide all of the assurances required by the Developer's Agreement. NOW THEREFORE, BE IT RESOLVED that the Common Council for the City of Kenosha does hereby direct that the Office of the City Attorney take enforcement action against Brookstone Homes, Inc. with regard to potential material breaches of that Developer's Agreement, such potential material breaches specifically including, but not limited to, the failure to post the letter of credit and such bonds as are necessary to ensure the adequacy of the sidewalks that have been installed, such enforcement action to include, but not be limited to, an action in a competent court for specific performance of the developer's

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Keith G. Bosman, Mayor

Michael K. Higgins, City Clerk

obligations. Adopted this 19th day of January, 2011.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

H.3. It was moved by Alderperson Nudo, seconded by Alderperson Green to adopt Resolution 9-11. On roll call vote, motion carried unanimously and said resolution was thereupon adopted as follows:

RESOLUTION NO. 9-11

BY: MAYOR

TO APPROVE THE RELOCATION ORDER FOR 38th STREET FROM CTH S (BURLINGTON ROAD) TO 2,480 FEET WEST FOR RIGHT-OF-WAY IMPROVEMENTS AND TO AUTHORIZE OTHER ACTIONS NECESSARY TO ACQUIRE TEMPORARY LIMITED EASEMENTS AND PERMANENT LIMITED EASEMENTS INTEREST AND POSSESSION OF CERTAIN PROPERTY

WHEREAS, It is declared and determined to be in the public interest to acquire temporary limited easements and permanent limited easements to certain property necessary for 38th Street from CTH S to 2,480 feet west under authority of Section 62.22, Wisconsin Statutes, shown on a map marked Exhibit "A", which is on file in the office of the City Clerk, and incorporated herein by reference. NOW, THEREFORE, BE IT RESOLVED, The Director of the Department of Public Works, or designee thereof, on behalf of the City of Kenosha and upon compliance with Subsection (2), respecting Appraisal, and Subsection (2.a.) respecting negotiation, shall make and give notice of a Jurisdictional Offer under Subsections (3), (3.m.) and (4) of Section 32.05, Wisconsin Statutes. If any owner has not accepted the Jurisdictional Offer within the periods limited in Subsection (6) or fails to consummate an acceptance as provided therein, the City of Kenosha, through the Director of Public Works, or designee thereof, shall make an award of damages in the manner and sequence of acts provided in Subsection (7) and obtain right to possession with respect to such property under Subsection (8) of Section 32.05, Wisconsin Statutes; and BE IT FURTHER RESOLVED, The City Attorney or other legal counsel retained by the City shall represent the City of Kenosha in any related actions or proceedings; and BE IT FURTHER RESOLVED, The Director of the Department of Public Works, or designee, in accordance with Section 32.05 (1)(a), Wisconsin Statutes, shall within twenty (20) days of the adoption of the Resolution/Relocation Order, file a copy thereof with the Kenosha County Clerk. Adopted this 19th day of January, 2011.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

H.4. It was moved by Alderperson Kennedy, seconded by Alderperson Green to adopt Resolution 10-11. On roll call vote, motion carried (14-1) with Alderperson Nudo voting nay and said resolution was thereupon adopted as follows:

RESOLUTION NO. 10-11

BY: MAYOR

TO EXTEND THE MORATORIUM ON THE ISSUANCE OF ZONING PERMITS, CONDITIONAL USE PERMITS, SITE PLAN REVIEW AND SIGN PERMITS FOR ANY OFF-PREMISE SIGN, TO PROVIDE THE DEVELOPMENT, PASSAGE AND IMPLEMENTATION OF REQUIREMENTS FOR OFF-PREMISE SIGNS

WHEREAS, the Common Council for the City of Kenosha imposed a moratorium on March 1, 2010, on the issuance of any Zoning Permit, Conditional Use Permit, Site Plan Approval Review or Sign Permit for any off-premise sign(s) for a period not to exceed six (6) months or until new ordinances and standards are adopted by the Common Council with regard to sign regulation; and, WHEREAS, the Common Council for the City of Kenosha extended the moratorium on August 16, 2010 until the period ending December 13, 2010; and, WHEREAS, the Common Council for the City of Kenosha extended the moratorium on December 6, 2010 until the period ending January 31, 2011; and, WHEREAS, it was determined that the current City Code of General Ordinances and Zoning Ordinances do not deal adequately with the issue of off-premises signs; and, WHEREAS, the Common

**COMMON COUNCIL
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Keith G. Bosman, Mayor

Michael K. Higgins, City Clerk

Council has under consideration proposals to amend the current ordinances upon which the Common Council is to complete its investigation of the regulation by other communities in order to propose new ordinances and may not take final action prior to the expiration of the moratorium; and, WHEREAS, officials of the City of Kenosha have met and may continue to meet with businesses who currently maintain signs for off premises advertising in order to further understand the needs of the community and the businesses serving the community. NOW THEREFORE, BE IT RESOLVED that the Common Council for the City of Kenosha does hereby extend the moratorium until April 30, 2011. Adopted this 19th day of January, 2011.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

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

J. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

K. OTHER CONTRACTS AND AGREEMENTS

K.1. It was moved by Alderperson Kennedy, seconded by Alderperson Michalski, to approve Animal Control Services Agreement By And Between the City of Kenosha (Wisconsin, A Municipal Corporation) And Clawz and Pawz (a Wisconsin General Partnership). On roll call vote, motion carried (14-1) with Alderperson Misner voting nay.

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

K.2. Approve Lease By and Between the City of Kenosha, Wisconsin (A Municipal Corporation) and Carthage College (An Illinois Corporation). (District 1)

K.3. Approve Second Amendment to the HOME Program Agreement by and between the City of Kenosha and Tarantino & Company, LLC for Case del Mare Senior Residential Care Apartment Complex at 3508 7th Avenue. (District #1)

On roll call vote, motion carried unanimously.

L. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

L.1. It was moved by Alderperson Kennedy, seconded by Alderperson Nudo, to approve Disbursement Records #23 & #24 - \$4,961,508.48 and \$4,563,017.18.

On roll call vote, motion carried unanimously.

M. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

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

M.1. Approve Final Acceptance of the Following Projects:

M.1.a. 10-1013 CDBG Resurfacing (69th Street - 26th Avenue to 22nd Avenue, 69th Street - 22nd Avenue to 20th Avenue, 69th Street - 16th Avenue to Railroad, 64th Street - 27th Avenue to 26th Avenue) by Payne & Dolan, Inc. (Kenosha, Wisconsin) - \$469,616.33. (Districts 8 & 12)

b. Project 10-1541 Kenosha Public Museum HVAC Rooftop Compressor Replacement (5500 First Avenue) by Grunau Company, Inc. (Oak Creek, Wisconsin) - \$36,626.25. (District 2)

On roll call vote, motion carried unanimously.

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

ADJOURNMENT

**COMMON COUNCIL
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Keith G. Bosman, Mayor

Michael K. Higgins, City Clerk

There being no further business to come before the Common Council, it was moved by Alderperson Green, seconded by Alderperson Michalski, to adjourn at 9:05 p.m.

On a voice vote, motion carried.

Approved:

**KEITH G. BOSMAN
MAYOR**

Attest:

**DEBRA L. SALAS
DEPUTY CITY CLERK**

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



CITY PLAN
REAL ESTATE
HISTORIC PRESERVATION
COMMUNITY DEVELOPMENT BLOCK GRANT
REDEVELOPMENT

JEFFREY B. LABAHN
Director of City Development
MEMO

TO: Mayor Bosman and Members of the Common Council

FROM: Brian Wilke, Department of City Development *BW*

RE: **Request for a Special Exception to the Off-Street Parking Requirement of Section 6.01 F.17 of the Zoning Ordinance for the property at 3203 60th Street, District #11. (Westown Foods)**

DATE: February 1, 2011

Background

The owner of Westown Foods, 3203 60th Street, has submitted Staff level Conceptual Plans to add an additional 2,178 s.f. of storage space to the rear of the existing 5,302 s.f. food store. The addition requires a Staff level Site Plan approval. As part of Staff's required review of the project, the amount of off-street parking spaces is reviewed and must be in compliance with Section 6.0 of the Zoning Ordinance. Staff has determined that the amount of proposed off-street parking spaces to be provided does not meet the minimum requirements of Section 6.0 of the Zoning Ordinance. The owner is requesting a special exception to the parking requirements of Section 6.0. The Common Council has the authority to grant an exception to the parking requirements.

Analysis

- The current food store has eight (8) off-street parking spaces. Since the building was constructed prior to the adoption of the current Zoning Ordinance in 1984, the number of parking spaces has never been reviewed.
- The food store with the addition completed would require thirty (30) off-street parking spaces. The owner of the food store, who also owns the residential home to the south of the site which is zoned B-2 Community Business District, is proposing to increase the number of spaces on the site to seventeen (17) parking spaces. The home to the south would be razed and combined with the food store property.
- The site would still be thirteen (13) parking spaces short of the requirement of Section 6.0 of the Zoning Ordinance. Section 6.0 requires one (1) parking space per 250 s.f. of gross floor area. $(7,480 \text{ s.f.} / 250 \text{ s.f.} = 29.92 \text{ spaces, rounded up to } 30)$
- The alderman of the district, Alderman Nudo, and property owners within 100 feet of the property were notified of the public hearing.

The current food store is operating with no known complaints or concerns relating to the shortage of off-street parking spaces. Since the addition is not adding any retail space to the store, but will be adding nine (9) additional parking spaces, Staff recommends approval of the special exception request.

BRW:kas
Attachment

POLICY BOARDS: CITY PLAN COMMISSION, KENOSHA REDEVELOPMENT AUTHORITY,
HISTORIC PRESERVATION COMMISSION

Common Council Agenda Item #B2



Partners in Design
ARCHITECTS

**Partners in Design
Architects, Inc.**

W I S C O N S I N
600 Fifty Second Street
Suite 220
Kenosha, WI 53140
voice: 262.652.2800
fax: 262.652.2812

I L L I N O I S
2610 Lake Cook Road
Suite 280
Riverwoods, IL 60015
voice: 847.940.0300
fax: 847.940.1045

January 05, 2011

Mr. Brian R. Wilke
Development Coordinator
City of Kenosha - Dept. of City Development
625 52nd Street
Kenosha, Wisconsin 53140

Re: Westown Foods Special Exception Request

Dear Mr. Wilke:

Based on our conceptual plans prepared to date and the conversations we have had with your office, we are formally requesting the consideration of a special exception for the proposed expansion of the Westown Foods property at 3203 60th Street.

The special exception request is limited to the required number of off street parking spaces as we believe we can comply with all other requirements under the current zoning ordinance. Should you see any other deficiencies in our concept plan, however, we would respectfully ask that our request for special exception be broadened to include said deficiencies.

The proposal includes the expansion of the existing building and parking lot to the south encompassing the residential property adjacent to the business. Note that the property with the residential building is currently zoned B-2 Community Business District so a parcel combination is required but rezoning is not necessary.

The proposed expansion will increase the building by 2,178 s.f. and will be dedicated primarily to product storage - much of which is currently stored outside on the south side of the existing building.

The proposed addition will comply with Section 14.07 B.10 of the zoning ordinance with regard to materials. Additionally, we will provide the required site lighting, site access and landscaping improvements necessary to bring these aspects of the property into compliance.

The project scope also includes provisions for an appropriate loading/unloading zone as well as a dumpster enclosure. Currently, the loading/unloading takes place in the parking lot and the dumpsters are not screened from view in any way.

The expanded building size requires a total of 31 off street parking spaces while the proposed plan has a total of 17 spaces. We feel the exception is warranted as the business currently functions with eight parking spaces and our proposal will be more than doubling the total number of spaces while adding primarily storage square footage.

www.pidarchitects.com

January 05, 2011

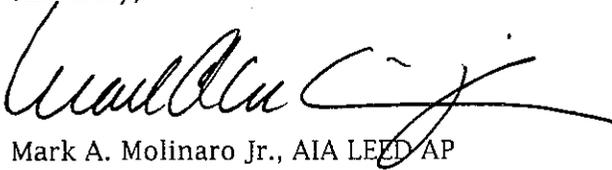
Partners in Design
Architects, Inc.

Additionally, our position is that the store is a neighborhood business and a significant number of its customers access the property on foot rather than vehicles. Since the current number of parking spaces does not seem to have a negative impact on the current operation of the business, we feel the proposed layout, and doubling of the parking spaces, will be a significant improvement to the business and neighborhood.

We look forward to the opportunity to discuss our request and trust you will view our project in a favorable light.

Please do not hesitate to give me a call should you have any questions.

Sincerely,



Mark A. Molinaro Jr., AIA LEED AP

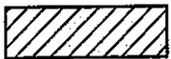
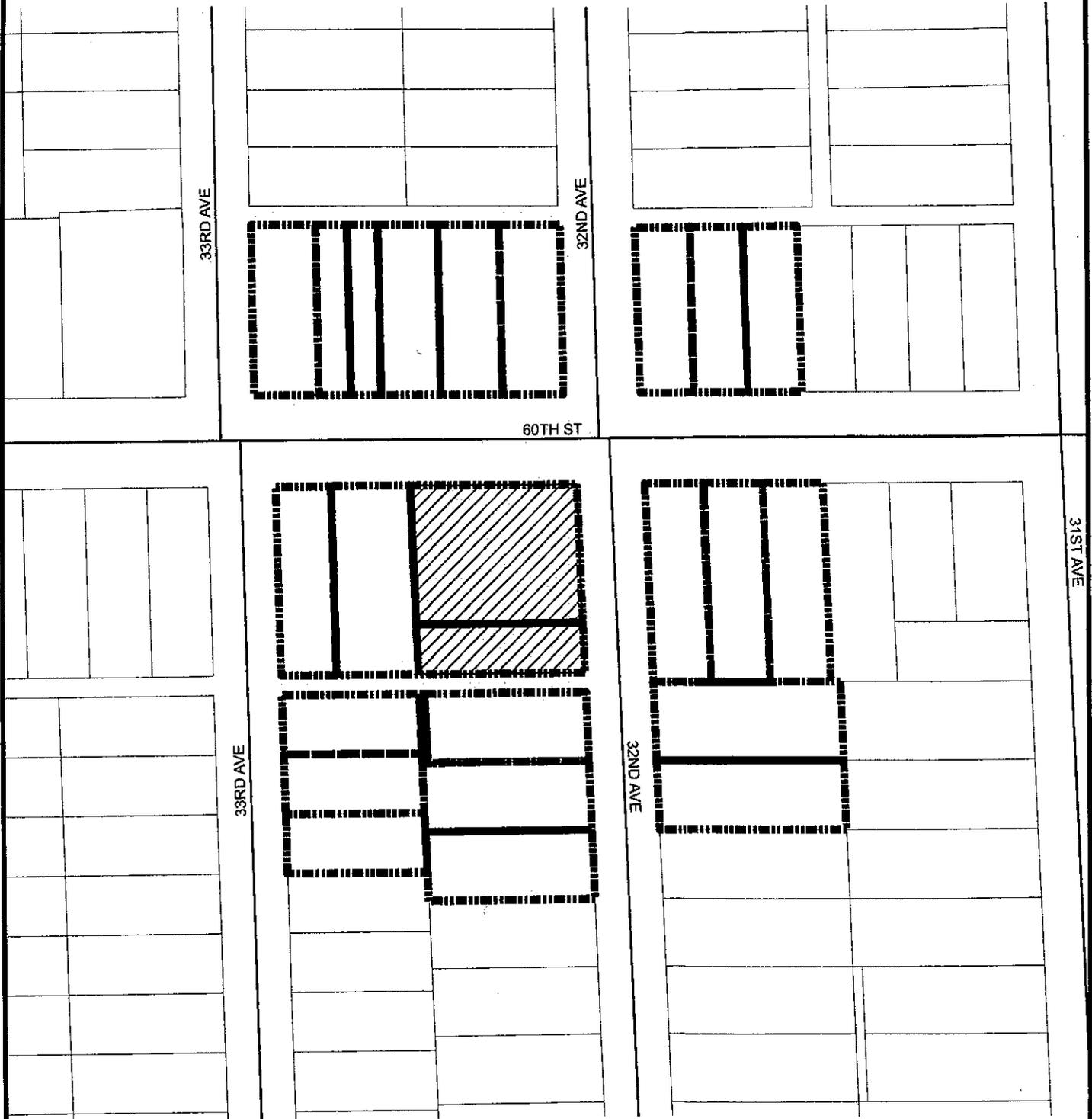
attachments

cc: Sam Ali - Westown Foods
Anthony Nudo - 11th District Alderman

City of Kenosha

Vicinity Map

Westtown Foods - Special Exception for Off-Street Parking



Subject Properties



Properties within 100'



0 125 25 50 75 100 Feet

Operator (Bartender) License Police Record Report
Applicant Information

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
1/11/11	REVOKED	Jacob D Tappa	11/15/82

Address of Applicant:	Business (where license is to be used):	Business Address:
9901 28th Ave, Pl. Prairie, WI 53158	Captain Mike's	5118 6th Ave
License Number: N157		Expiration Date: 6/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
03-13-07	OPERATING AFTER REVOCATION	GUILTY	Y	20

City Attorney Recommendation:

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

<input checked="" type="checkbox"/>	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:
1/11/11	VALID	Kevin D Fredrick	2/3/83

Address of Applicant:	Business (where license is to be used):	Business Address:
3830 39th Ave		

License Number: N156

Expiration Date: 6/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
10-14-06	OPERATING WHILE INTOXICATED	GUILTY	Y	20

City Attorney Recommendation:

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

<input checked="" type="checkbox"/>	Grant, Subject to	20	Demerit Points
<input type="checkbox"/>	DENY, based on material police record (substantially related to the license activity)		
<input type="checkbox"/>	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:
1/4/11	VALID	Justine E Bloxdorf	9/18/91

Address of Applicant:	Business (where license is to be used):	Business Address:
916 72nd St	Antonio's Pizza & Pasta	2410 52nd St

License Number: N06

Expiration Date: 6/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
08-05-10	THEFT/SHOPLIFTING \$1-49	GUILTY	Y	20

City Attorney Recommendation:

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

*Offense not listed = 25 demerit points.

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

City Attorney Comments:

Operator (Bartender) License Police Record Report
Applicant Information

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
1/10/11	VALID	Taylor L Leamon	12/25/88

Address of Applicant:	Business (where license is to be used):	Business Address:
4024 Washington Rd Apt 108	Animal House	3322 Sheridan Rd

License Number: N155

Expiration Date: 6/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
11-20-08	OPERATING WHILE INTOXICATED	GUILTY	Y	20
02-10-09	OPERATING WHILE SUSPENDED	GUILTY	Y	20
04-26-09	UNDERAGE LIQUOR VIOLATION (20 Yrs. Old)	GUILTY	Y	40
	*APPLICANT ALSO LISTED A DISORDERLY CONDUCT CHARGE FROM 1-2-09.			40

City Attorney Recommendation:

Offense Demerit Points (above)	120
Were all Offenses Listed on Application?	
Total Demerit Points	120

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

City Attorney Comments:

**Taxi Driver's License Police Record Report
Applicant Information**

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
1/19/11	VALID	Karen L Felde	7/10/79

Address of Applicant:	Business (where license is to be used):	Business Address:
5136 25th Ave	My Way Cabs	

License Number:N22

Expiration Date:4/30/11

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
03-22-06	FORGERY -FELONY H	GUILTY	Y	100
12-06-10	WORTHLESS CHECKS	DISPO PENDING	Y	20

City Attorney Recommendation:

Offense Demerit Points (above)	120
Were all Offenses Listed on Application?	
Total Demerit Points	120

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

City Attorney Comments:

Taxi Driver's License Police Record Report
Applicant Information

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
1/10/11	VALID	Marcus D Orr	4/12/89

Address of Applicant:	Business (where license is to be used):	Business Address:
4007 45th St #3		
License Number:N20		Expiration Date:4/30/11

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
04-28-08	OPERATING W/O A LICENSE	GUILTY	Y	20
08-25-08	UNDERAGE LIQUOR VIOLATION	GUILTY	Y	20
03-27-09	LICENSE NOT ON PERSON	GUILTY	Y	20
04-28-09	FAILURE TO OBEY SIGNAL/SIGN	GUILTY	Y	20
04-23-08	DC/OTHER	GUILTY	Y	20
08-25-08	DRUG/POSSESS MARIJUANA	GUILTY	Y	20
04-28-09	NO VALID DL	GUILTY	Y	20

City Attorney Recommendation:

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

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Taxi Driver's License Police Record Report
Applicant Information

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
1/7/11	VALID	Charlie W Henley	2/24/70

Address of Applicant:	Business (where license is to be used):	Business Address:
1565 15th Ave #11		Business Address

License Number:n18

Expiration Date:4/30/11

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
10-07-10	BATTERY/DV x 2 counts	DISPO PENDING	Y	20 x 2
1997	FALSE IMPRISONMENT - FELONY E	GUILTY	Y	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:

APPLICATION FOR YEARLY CABARET LICENSE

CITY OF KENOSHA

NOTE: ALLOW 15 DAYS FOR PROCESSING & APPROVAL

PLEASE NOTE: This license is non-renewable. Applications shall be referred by the City Clerk to the Police Department. The Police Department shall make a report, in writing, to the City Attorney as to any police record of the applicant, which may reflect upon good moral character or business responsibility. The City Attorney shall examine said record and make a recommendation to the Committee on Licenses/Permits based thereon as to whether the license shall be granted. The Committee on Licenses/Permits shall review all applications, any reports, the recommendation of the City Attorney and all other information before it. Said Committee shall recommend to the Common Council either the granting or denial of each application. (In accordance to Chapter X, Section 10.07 of the Code of General Ordinances of the City of Kenosha.)

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

Date of Application 1-10-11

1. Licensee Name Aces 1 LLC (NOTE: must be same name as beer/liquor license)

2. Business Name & Address Bacis Bar + Restaurant 2901-60st

3. If license is in the name of a Corporation or LLC, Agent Name Richard Yventke C

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

4. Date of Birth of Agent (if Corporation/LLC) or Individual 12-2-66

5. Address 4837-16st Somers WI 53144

6. Driver's License Number: V5247566 6442 04 (MUST INDICATE IF THIS IS NOT A WISCONSIN DL)

7. Have you, as an adult, ever been convicted of a major crime (felony) or minor crime (misdemeanor) in Wisconsin, or in any other State, or do you have such a charge pending at this time? [] Yes [X] No If yes, state charge, year offense committed or alleged to be committed, and disposition:

8. Have you, as an adult, ever been convicted of violating a municipal or county ordinance in Wisconsin or in any state, or do you have such a charge pending at this time? [X] Yes [] No If yes, state charge and year offense committed or alleged to be committed, and disposition:
Housing violations a ticket for a car parked at home w/no valid registration it has been taken care of years ago

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

-OVER-

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

Yes No If yes, explain:

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

parking tickets

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

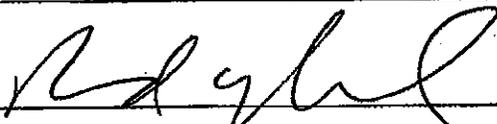
13. List the name and address of all employers for which you have worked and/or businesses you have operated in the past five (5) years:

Vuentel Enterprises LLC

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

4837-16st Sowers WI 53144
4208 47ave Kenosha WI 53144

Applicant's Signature



Date:

1-10-11

PLEASE READ: §1.22 LICENSE/PERMIT APPLICATIONS - CODE OF GENERAL ORDINANCES

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

B. Penalty 1) Any person violating Subsection A. above, shall, upon conviction thereof, be subject to a forfeiture not to exceed Five Hundred (\$500) Dollars, plus the payment of the costs of prosecution, and, in default of the timely payment thereof, shall be committed to the County Jail until such forfeiture has been paid, but not to exceed a period of thirty (30) days.

2) The license or permit granting authority may grant, but withhold the issuance of, any license or permit for a period not to exceed thirty (30) days from the date of granting under circumstances wherein an application is found by the granting authority to have violated Section A. above, and the applicant was provided with an opportunity to appear before the granting authority. The granting authority may also issue a written warning to the applicant which shall be made part of their license/permit record for two (2) consecutive license/permit years.

Where such finding and penalty is made and imposed by other than the Common Council, applicant may, within ten (10) days of receipt of oral or written notice of the imposition of any such penalty, whichever is first, if both oral and written notice is provided, file a Notice of Appeal with the City Clerk and have such matter reviewed by the Common Council.

§1.225 ADMINISTRATIVE CHARGE FOR PROCESSING LICENSE/PERMIT APPLICATIONS

The first Twenty-five (\$25) Dollars of the application fee for any License/Permit shall be retained by the City in the event of a License/Permit denial or the withdrawal of the application by applicant for administrative and processing costs, and the balance, if any, refunded to the applicant. Where the application fee is less than Twenty-five (\$25) Dollars, the entire application fee shall be retained by the City for administrative and processing costs.

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

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

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

hereby makes application for the Secondhand Article Dealer License checked above

(SECTION 1) INDIVIDUAL INFORMATION

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

(SECTION 2) PARTNERSHIP INFORMATION

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

(SECTION 3) CORPORATE INFORMATION

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

(SECTION 4) BUSINESS INFORMATION

Business Name, Street Address, State, Zip Code and Business Number: Las Hermanitas 2nd hand 6310-24th AVE, WI 53143 262-496-0881
Building Owner's Name, Home Address, State, Zip, Phone Number: Sampillizi Jr. 2909-23rd St. WI-53140-262-657-3749
Manager or Proprietor of Business, Home Address, State, Zip, Phone Number: 262-605-9654 6901-18th AVE Kenosha WI 53143

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

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

(SECTION 6) GENERAL INFORMATION

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

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

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

(SECTION 7) LICENSE REVOCATION

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

maria Castanuela
Individual/Partner Maria Castanuela

Partner/Corporate Officer

Corporate Officer/Director

Corporate Officer/Director

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

[Signature]
Notary Public

My commission expires 11/19/2011

Office Use Only

Date Filed/Received: 11/19/10

Initials: ddd

Granted: _____

Personal Property Taxes Paid: Yes No Amount Due _____

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

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

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

hereby makes application for the Secondhand Article Dealer License checked above

(SECTION 1) INDIVIDUAL INFORMATION

Name of Applicant Castaneda Maria Torres
Last First M.
Residence Address 6901-18th AVE Kenosha WI 53143
Street City State Zip
Date of Birth and Place 01-26-53 Uvalde TEXAS
DOB City State
Phone Number 262-605-9654 Kenosha WI Business Cell Home

(SECTION 2) PARTNERSHIP INFORMATION

Partnership Name _____

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

(SECTION 3) CORPORATE INFORMATION

Corporation Name _____ State of Incorporation _____

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

(SECTION 4) BUSINESS INFORMATION

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

Building Owner's Name, Home Address, State, Zip, Phone Number: Sam Pillizi, Jr
2909-23rd St Kenosha WI 53140 - 262-657-1374

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

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

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

(SECTION 6) GENERAL INFORMATION

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

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

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

(SECTION 7) LICENSE REVOCATION

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

Maria Castañuela Maria Castañuela
Individual/Partner Partner/Corporate Officer

Corporate Officer/Director Corporate Officer/Director

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

[Signature]
Notary Public

My commission expires 6/19/2011

Office Use Only

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

Granted: _____

Personal Property Taxes Paid: Yes No Amount Due _____

SECONDHAND ARTICLE DEALER LICENSE
Chapter 13.02, Code of General Ordinances

License Fee: \$27.50 License Type: 164

License Period: January 1st through December 31st

Check One: Original Application Renewal Application

How would you like to receive your license? _____ pick up mail (send to residence)

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 Cook Daniel
Residence Address 5631 70th St 101C Kenosha WI 53142
Date of Birth and Place 7/11/82 Marshfield WI
Phone Number 262-287-2294 Business Cell Home

(SECTION 2) PARTNERSHIP INFORMATION

Partnership Name _____

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

(SECTION 3) CORPORATE INFORMATION

Corporation Name _____ State of Incorporation _____

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

(SECTION 4) BUSINESS INFORMATION

Business Name, Street Address, State, Zip Code and Business Number: 60th Street Music + Video
3105 60th St Kenosha, WI 53149

Building Owner's Name, Home Address, State, Zip, Phone Number: Estela Padilla
3517 88th St Kenosha, WI 53142

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

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.

[Signature]
Individual/Partner

Partner/Corporate Officer

Corporate Officer/Director

Corporate Officer/Director

Subscribed and sworn to before me this 3rd day of January 2011.

[Signature]
Notary Public

My commission expires 6/19/2011

Office Use Only

Date Filed/Received: 1/31/11

Initials: [Signature]

Granted: _____

Personal Property Taxes Paid: Yes No Amount Due _____

STIPPICHSELINCAIN | 
Attorneys at Law

Steven M. Cain
Direct (414) 921-0500 x103
scain@stippichselin.com

January 25, 2011

Alderman Ray Misner
Chairman, City of Kenosha Licensing/Permit Committee
Kenosha City Hall
625 56th Street
Kenosha, WI 53140

Mr. Kenneth Rosmann
d/b/a Joan & Ken's Country Inn
3021 60th Street - Lower
Kenosha, WI 53144

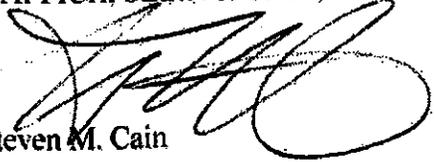
In re: The Matter of The Class "B" Beer/Class "B" Liquor Comb. License of Kenneth Rosmann

Dear Chairman Misner and Mr. Rosmann:

Our firm represents the City of Kenosha Licensing/Permit Committee. Enclosed please find the Proposed Findings of Fact, and Conclusions of Law related to the above captioned Combination License. These findings should reflect accurately the content of the hearing that was held on January 10, 2011. If you have any objections to the content of the document please notify me immediately. Absent any objections, the matter will be placed on the January 31, 2011 Licensing/Permit Committee Agenda for final approval and on the February 7, 2011 Common Council Agenda for final action.

Very truly yours,

STIPPICH, SELIN & CAIN, LLC


Steven M. Cain

SMC:ms

CC:

Mr. Matthew Knight, Esq.
Alderman Jesse Downing
Alderman Lawrence Green
Alderman Patrick Juliana
Alderman Anthony Nudo

735 North Water Street, Suite 1200, Milwaukee, WI 53202 ph: (414) 921-0500 fax: (414) 921-0500 www.stippichselin.com

**COMMON COUNCIL
CITY OF KENOSHA, WISCONSIN
LICENSING/PERMIT COMMITTEE**

In The Matter Of:

**The Class "B" Beer/"Class "B" Liquor Combination License of Kenneth Rosmann, d/b/a
Joan & Ken's Country Inn**

Findings of Fact, Conclusions of Law and Recommendation

The Complaint of the Deputy City Clerk/Treasurer for the City of Kenosha seeking the revocation of the above captioned license/licenses came to the Committee for a hearing on September 27th, 2010, October 25th, 2010 and January 10, 2011.

The members of the Licensing/Permit Committee present for the hearing were Chairman Ray Misner, Jesse Downing, Anthony Nudo, Patrick Juliana and Lawrence Green. The Licensing/Permit Committee was represented by special counsel, Steven M. Cain.

The Deputy City Clerk/Treasurer was represented by Assistant City Attorney Matthew A. Knight.

The licensee appeared in person on September 27 and October 25 and was represented by his daughter Tammy Rosmann at the January 10, 2011 Committee Meeting.

NOW THEREFORE, based on the testimony and evidence received at the hearing, the arguments of counsel for the City, the arguments of the Licensee, and the discussion by the

members of the Licensing/Permit Committee, the Licensing/Permit Committee of the Common Council of the City of Kenosha makes the following Findings of Fact, Conclusions of Law and Recommendation:

FINDINGS OF FACT

1. Kenneth Rosmann and is an adult resident of the City of Kenosha, Wisconsin, and as of May 12, 2010, lived at 3021 60th, Kenosha, Wisconsin, 53144;
2. Licensee was initially granted a Class "B" Beer/Class "B" Liquor Combination License, hereinafter referred to as "License", by the Common Council, on July 1, 1998, pursuant to Chapter 10 of the General Code of Ordinances for the City of Kenosha;
3. That Licensee filed a renewal application for renewal of the License and was renewed on May 17, 2010;
4. That Licensee had not filed a valid Seller's Permit with the City of Kenosha, as is required by Statute as a condition of licensure, as of September 17, 2010;
5. The Licensee was not issued a license for the term beginning July 1, 2010 due to the Seller's Permit deficiency;
6. That Licensee was not issued a license and the Licensee's business was not open for business with stock and equipment at the licensed premises from July 1, 2010 through a date no earlier than December 15, 2010, a period in excess of 90 consecutive days, subjecting the Licensee to suspension or revocation by the Common Council pursuant to Section 10.05.G.2 of the Code of General Ordinances.

CONCLUSIONS OF LAW

1. Pursuant to Section 10.05.G.2 of the Code of General Ordinances for the City of Kenosha, any licensee who has not been open for business with stock and equipment at the licensed premises for a period exceeding 90 consecutive days is subject to suspension or revocation by the Common Council.
2. Based on the fact that the licensed premises were closed for a period in exceeding 90 consecutive days, the Licensing/Permit Committee concludes that revocation is the appropriate discipline to be imposed again the Licensee.

RECOMMENDATION

Based on the allegations of the Complaint, the evidence and testimony received at the hearing, the admissions of the Licensee, the arguments of Counsel for the City of Kenosha, the arguments of the Licensee and their counsel, the discussions by the members of the Licensing/Permit Committee, and the Findings of Fact and Conclusions of Law set forth above, the Licensing/Permit Committee recommends to the Common Council by a vote of 5-0 that the above captioned license/licenses be revoked.

Dated at Kenosha, Wisconsin, on this _____ day of _____, 2011.

LICENSING/PERMIT COMMITTEE

Ray Misner, Chairperson

Jesse Downing

Lawrence Green

Patrick Juliana

Anthony Nudo

STIPPICHSELINCAIN | 
Attorneys at Law

Steven M. Cain
Direct (414) 921-0500 x103
scain@stippichselin.com

January 25, 2011

Alderman Ray Misner
Chairman, City of Kenosha Licensing/Permit Committee
Kenosha City Hall
625 56th Street
Kenosha, WI 53140

Mr. Terry Rose, Esq.
Rose & Rose Attorneys at Law
5529 6th Avenue
Kenosha, WI 53140

VIA FAX (262-658-1313) AND MAIL

In re: The Matter of The Operator's (Bartender's) License of Guadalupe Ramirez

Dear Chairman Misner and Attorney Rose:

Our firm represents the City of Kenosha Licensing/Permit Committee. Enclosed please find the Proposed Findings of Fact, and Conclusions of Law related to the above captioned Bartender's License. These findings should reflect accurately the content of the hearing that was held on January 10, 2011. If you have any objections to the content of the document please notify me immediately. Absent any objections, the matter will be placed on the January 31, 2011 Licensing/Permit Committee Agenda for final approval and on the February 7, 2011 Common Council Agenda for final action.

Very truly yours,

STIPPICH, SELIN & CAIN, LLC


Steven M. Cain

SMC:ms

CC:

Mr. Matthew Knight, Esq.
Alderman Jesse Downing
Alderman Lawrence Green
Alderman Patrick Juliana
Alderman Anthony Nudo

735 North Water Street, Suite 1200, Milwaukee, WI 53202 ph: (414) 921-0500 fax: (414) 921-0500 www.stippichselin.com

**COMMON COUNCIL
CITY OF KENOSHA, WISCONSIN
LICENSING/PERMIT COMMITTEE**

In The Matter Of:

The Operator's (Bartender's) License of Guadalupe Ramirez

Findings of Fact, Conclusions of Law and Recommendation

The Complaint of the Deputy City Clerk/Treasurer for the City of Kenosha seeking the revocation of the Operator's (Bartender's) License of Guadalupe Ramirez came to the Committee for a hearing on January 10, 2011.

The members of the Licensing/Permit Committee present for the hearing were Chairman Ray Misner, Jesse Downing, Anthony Nudo, Patrick Juliana and Anthony Kennedy. The Licensing/Permit Committee was represented by special counsel, Steven M. Cain.

The Deputy City Clerk/Treasurer was represented by Assistant City Attorney Matthew A. Knight.

The licensee, Guadalupe Ramirez appeared in person and with Counsel Terry Rose.

NOW THEREFORE, based on the testimony and evidence received at the hearing, the arguments of counsel for the City, the arguments of Counsel for the Licensee, and the discussion by the members of the Licensing/Permit Committee, the Licensing/Permit Committee of the

Common Council of the City of Kenosha makes the following Findings of Fact, Conclusions of Law and Recommendation:

FINDINGS OF FACT

1. Guadalupe Ramirez is an adult resident of the City of Chicago, Illinois, and as of November 19, 2010, lived at 3719 W. Irving Park Road, Chicago, Illinois;
2. Licensee was initially granted an Operator's License, hereinafter referred to as "License", by the Common Council, on September 19, 2006 and renewed on June 2, 2008, pursuant to Section 10.063 of the General Code of Ordinances for the City of Kenosha, subject to seventy-five (75) demerit points;
3. That Licensee was assessed five (5) demerit points based on a conviction of "open after hours" contrary to Wis. Stats. Section 125.68(4) pursuant to Section 10.063D.7.a of the Code of General Ordinances said violation having occurred on June 8, 2009 and resulting in a conviction in the City of Kenosha Municipal Court on June 29, 2009.
4. That Licensee was assessed twenty-five (25) demerit points based upon a conviction for "sale of alcohol to an underage person" contrary to Wis. Stats. Section 125.07(1)(a) pursuant to Section 10.063D.9.a of the Code of General Ordinances, said violation having occurred April 24, 2010 and resulting in a conviction in the City of Kenosha Municipal Court on September 24, 2010.
5. That Licensee was assessed fifteen (15) demerit points based upon a conviction for "permitting an underage person to loiter on licensed premises" contrary to Wis. Stats. Section 125.07(3)(b) pursuant to Section 10.063D.8 of the Code of General Ordinances, said violation having occurred April 24, 2010 and resulting in a conviction in the City of Kenosha Municipal Court on September 24, 2010.

6. That Licensee was assessed fifteen (15) demerit points based upon a conviction for "permitting an underage person to loiter on licensed premises" contrary to Wis. Stats. Section 125.07(3)(b) pursuant to Section 10.063D.8 of the Code of General Ordinances, said violation having occurred April 24, 2010 and resulting in a conviction in the City of Kenosha Municipal Court on September 24, 2010.
7. That Licensee filed a renewal application on May 24, 2010 and that the application was untrue, incorrect and/or incomplete contrary to Section 10.063.D.9.e of the Code of General Ordinances which resulted in the assessment of twenty-five (25) demerit points pursuant to Section 10.063.D.9.e;
8. That Licensee has his License renewed by the Council on July 19, 2010 subject to a non-renewal/revocation hearing;
9. That Licensee has accumulated one-hundred sixty (160) demerit points within two consecutive license terms under Section 10.063 of the Code of General Ordinances thereby subjecting the Licensee to revocation, suspension or nonrenewal pursuant to Section 10.063.D.1 of the Code of General Ordinances.

CONCLUSIONS OF LAW

1. Pursuant to Section 10.063.D.1. of the Code of General Ordinances for the City of Kenosha, any licensee who within two consecutive license terms equals or exceeds a total of 100 demerit points for conduct described in Sections 10.063.D.7-13 of the Code of General Ordinances for the City of Kenosha committed by the Licensee, or an employee or agent of the licensee, whether or not charged or convicted, subjects

the licensee to having their license revoked, nonrenewed or suspended within the discretion of the Common Council.

2. The Licensee's accumulation of 160 demerit points within two consecutive license terms subjects the Licensee to having its license revoked, nonrenewed or suspended pursuant to Section 10.063 D.1 of the Code of General Ordinances for the City of Kenosha.
3. Based on the Licensee's admissions concerning the violations giving rise to the assessment of demerit points and acknowledgment of pending criminal matters that may give rise to additional demerit points upon conviction, the Licensing/Permit Committee concludes that revocation of Licensee's Bartender's License is the appropriate discipline to be imposed again the Licensee.

RECOMMENDATION

Based on the allegations of the Complaint, the Exhibits received at the hearing, the arguments of Counsel for the City of Kenosha, the arguments of counsel for Licensee, the discussions by the members of the Licensing/Permit Committee, and the Findings of Fact and Conclusions of Law set forth above, the Licensing/Permit Committee recommends to the Common Council by a vote of 5-0 that the operator's license of Guadalupe Ramirez be revoked

Dated at Kenosha, Wisconsin, on this _____ day of _____, 2011.

LICENSING/PERMIT COMMITTEE

Ray Misner, Chairperson

Jesse Downing

Anthony Kennedy

Patrick Juliana

Anthony Nudo

DRAFT 01/28/11

BY: ALDERPERSON DAVID F. BOGDALA

**TO REPEAL AND RECREATE SECTION 1.025 OF THE CODE
OF GENERAL ORDINANCES REGARDING DRESS CODE FOR
MEMBERS OF THE COMMON COUNCIL**

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

Section One: Section 1.025 of the Code of General Ordinances for the City of

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

1.025 DRESS CODE FOR MEMBERS OF THE COMMON COUNCIL

A. Purpose. The purpose of this Ordinance is to create a dignified and professional environment for the Council meetings which will be reflected in news media coverage thereof.

B. Definitions.

1. "Proper Attire" shall mean, with respect to male members, a suit or sportcoat and dress pants worn with a shirt and tie, or banded collar shirt, ~~except for the time period of Memorial Day to Labor Day, during which a suit coat may be optional.~~

2. "Proper Attire" shall mean, with respect to female members, a dress, pantsuit, skirt with a sweater or blouse, or blazer with dress slacks. The term "proper attire" shall also mean that clothing shall be clean, neat and pressed.

3. "Business Casual" attire shall mean with respect to male members, a combination of collared shirt (such as a dress shirt or polo shirt) and cotton trousers (such as khakis or blue, green, brown, or black trousers). With respect to female members, a reasonable length skirt or full-length slacks of a material other than denim combined with a top (such as a dress shirt, polo, or sweater set) is considered acceptable.

C. Requirement. All members of the Common Council shall wear proper attire to all regular meetings of the Common Council and Committee of the Whole meetings. ~~During committee meetings of the Finance Committee, Public Works Committee, Board of Water Commissioners, Storm Water Utility, Committee, Public Safety and Welfare Committee, Board of Parks Commissioners, and License and Permit Committee, business casual attire shall be worn.~~

D. Exception. The Common Council, by motion and for good cause, may suspend this rule for a particular meeting for the entire Common Council or for any member or members thereof, ~~which a majority vote shall be required.~~

E. Penalty. ~~If a member fails to comply with this ordinance or a majority of the Common Council does not vote to allow the suspension of the rule, those members found not to be in compliance, will be barred for the entirety of that particular Common Council meeting, Committee of the Whole meeting or committee, commission, or board meeting specified in subsection D. above, or until such time as they be found to be in~~

compliance with this ordinance.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

ORDINANCE NO. _____

BY: ALDERPERSON DAVID F. BOGDALA

**TO REPEAL AND RECREATE SECTION 1.025 OF THE CODE
OF GENERAL ORDINANCES REGARDING DRESS CODE FOR
MEMBERS OF THE COMMON COUNCIL**

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

Section One: Section 1.025 of the Code of General Ordinances for the City of

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

1.025 DRESS CODE FOR MEMBERS OF THE COMMON COUNCIL

A. Purpose. The purpose of this Ordinance is to create a dignified and professional environment for the Council meetings which will be reflected in news media coverage thereof.

B. Definitions.

1. "Proper Attire" shall mean, with respect to male members, a suit or sportcoat and dress pants worn with a shirt and tie, or banded collar shirt.

2. "Proper Attire" shall mean, with respect to female members, a dress, pantsuit, skirt with a sweater or blouse, or blazer with dress slacks. The term "proper attire" shall also mean that clothing shall be clean, neat and pressed.

3. "Business Casual" attire shall mean with respect to male members, a combination of collared shirt (such as a dress shirt or polo shirt) and cotton trousers (such as khakis or blue, green, brown, or black trousers). With respect to female members, a reasonable length skirt or full-length slacks of a material other than denim combined with a top (such as a dress shirt, polo, or sweater set) is considered acceptable.

C. Requirement. All members of the Common Council shall wear proper attire to all regular meetings of the Common Council and Committee of the Whole meetings. During committee meetings of the Finance Committee, Public Works Committee, Board of Water Commissioners, Storm Water Utility Committee, Public Safety and Welfare Committee, Board of Park Commissioners, and License and Permit Committee, business casual attire shall be worn.

D. Exception. The Common Council, by motion and for good cause, may suspend this rule for a particular meeting for the entire Common Council or for any member or members thereof, which a majority vote shall be required.

E. Penalty. If a member fails to comply with this ordinance or a majority of the Common Council does not vote to allow the suspension of the rule, those members found not to be in compliance, will be barred for the entirety of that particular Common Council meeting, Committee of the Whole meeting or committee, commission, or board meeting specified in subsection D. above, or until such time as they be found to be in compliance with this ordinance.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

ORDINANCE NO. _____

BY: ALDERPERSON ANTHONY NUDO

**TO REPEAL AND RECREATE SECTION 8.01.A.
OF THE CODE OF GENERAL ORDINANCES
REGARDING STORMWATER UTILITY CREATION**

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

Section One: Section 8.01.A. of the Code of General Ordinances for the City of

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

8.01 GENERAL

A. Creation. There is hereby established a Stormwater Utility in the City of Kenosha, Wisconsin. The operation of the Stormwater Utility shall be ~~under the direction of~~ **managed by** the Director of Public Works (the Director), under the direction of the Stormwater Utility Committee.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

ORDINANCE NO. _____

BY: ALDERPERSON ANTHONY NUDO

**TO REPEAL AND RECREATE SECTION 8.01.A.
OF THE CODE OF GENERAL ORDINANCES
REGARDING STORMWATER UTILITY CREATION**

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

Section One: Section 8.01.A. of the Code of General Ordinances for the City of

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

8.01 GENERAL

A. Creation. There is hereby established a Stormwater Utility in the City of Kenosha, Wisconsin. The operation of the Stormwater Utility shall be managed by the Director of Public Works (the Director), under the direction of the Stormwater Utility Committee.

Section Two: This Ordinance shall become effective upon passage and

publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

ORDINANCE NO. _____

BY: ALDERPERSON ANTHONY NUDO

TO REPEAL AND RECREATE SECTION 1.03.C.1. ENTITLED COMMITTEES OF COUNCIL; TO REPEAL AND RECREATE SECTION 1.03.C.1.B. ENTITLED COMMITTEE ON PUBLIC WORKS; TO CREATE SECTION 1.03.C.1.E. REGARDING COMMITTEE ON STORMWATER UTILITY; TO REPEAL AND RECREATE SECTION 1.03.C.2. REGARDING COMMITTEE MEMBERS; TO REPEAL AND RECREATE SECTION 1.06.K OF THE CODE OF GENERAL ORDINANCES REGARDING STORMWATER UTILITY COMMITTEE PURPOSE

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

Section One: Section 1.03.C.1 of the Code of General Ordinances for the City of

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

C. Committees of Council.

1. The Committees on Finance, Public Works (Board of Public Works), Public Safety and Welfare, Stormwater Utility, and Licenses/Permits shall be appointed by the Mayor and confirmed by a majority vote of the members present at the organizational meeting of the newly elected Council on the third Tuesday of April, or as soon thereafter as may be possible.

Section Two: Section 1.03.C.1.B of the Code of General Ordinances for the City

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

b. **Committee on Public Works** which shall be the Board of Public Works and the Board of Water Commissioners. ~~The Board of Public Works shall also serve as the Stormwater Utility Committee.~~ The Committee on Public Works shall be responsible for the management, control, improvement and regulation of all public grounds and grounds belonging to the City except such public grounds as under the laws of this State or the charter provisions of ordinances of the City are otherwise under the care and supervision of other officers, committees, boards or commissions.

Section Three: Section 1.03.C.1.E. of the Code of General Ordinances for the City

of Kenosha, Wisconsin, is hereby created as follows:

e. **Committee on Stormwater Utility** which shall be empowered to govern, manage, control, improve and care for stormwater management services, systems, and shall have the powers and duties conferred upon it by the Code of General Ordinances of the City of Kenosha, and the Wisconsin State Statutes.

Section Four: Section 1.03.C.2. of the Code of General Ordinances for the City of

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

2. The Committees on Finance, ~~and~~ Public Works ~~and Stormwater Utility~~ shall consist of six (6) members of the Council and the Committees on Public Safety & Welfare and Licenses/Permits shall consist of five (5) members of the Council, all which members shall be appointed by the Mayor on or before the first Monday of May of each even numbered year. The Committees of Public Works and Stormwater Utility shall be made up of the same members.

Section Five: Section 1.06.K. of the Code of General Ordinances for the City of

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

K. Stormwater Utility ~~Committee~~ Commission. There is hereby created a Stormwater Utility ~~Committee~~Commission, which shall be the Committee on ~~Public Works~~Stormwater Utility of the Common Council.

1. **Purpose.** The purpose of the Stormwater Utility ~~Committee~~Commission is to govern, manage, control, improve and care for stormwater management services, systems and facilities.

2. Said ~~Committee~~Commission shall have all the powers and duties conferred upon it by the Code of General Ordinances of the City of Kenosha, and the Wisconsin State Statutes.

Section Six: These Ordinances shall become effective upon passage and

publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

ORDINANCE NO. _____

BY: ALDERPERSON ANTHONY NUDO

TO REPEAL AND RECREATE SECTION 1.03.C.1. ENTITLED COMMITTEES OF COUNCIL; TO REPEAL AND RECREATE SECTION 1.03.C.1.B. ENTITLED COMMITTEE ON PUBLIC WORKS; TO CREATE SECTION 1.03.C.1.E. REGARDING COMMITTEE ON STORMWATER UTILITY; TO REPEAL AND RECREATE SECTION 1.03.C.2. REGARDING COMMITTEE MEMBERS; TO REPEAL AND RECREATE SECTION 1.06.K OF THE CODE OF GENERAL ORDINANCES REGARDING STORMWATER UTILITY COMMITTEE PURPOSE

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

Section One: Section 1.03.C.1 of the Code of General Ordinances for the City of

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

C. Committees of Council.

1. The Committees on Finance, Public Works (Board of Public Works), Public Safety and Welfare, Stormwater Utility, and Licenses/Permits shall be appointed by the Mayor and confirmed by a majority vote of the members present at the organizational meeting of the newly elected Council on the third Tuesday of April, or as soon thereafter as may be possible.

Section Two: Section 1.03.C.1.B of the Code of General Ordinances for the City

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

b. Committee on Public Works which shall be the Board of Public Works and the Board of Water Commissioners. The Committee on Public Works shall be responsible for the management, control, improvement and regulation of all public grounds and grounds belonging to the City except such public grounds as under the laws of this State or the charter provisions of ordinances of the City are otherwise under the care and supervision of other officers, committees, boards or commissions.

Section Three: Section 1.03.C.1.E. of the Code of General Ordinances for the City

of Kenosha, Wisconsin, is hereby created as follows:

e. Committee on Stormwater Utility which shall be empowered to govern, manage, control, improve and care for stormwater management services, systems, and shall have the powers and duties conferred upon it by the Code of General Ordinances of the City of Kenosha, and the Wisconsin State Statutes.

Section Four: Section 1.03.C.2. of the Code of General Ordinances for the City of

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

2. The Committees on Finance, Public Works and Stormwater Utility shall consist of six (6) members of the Council and the Committees on Public Safety & Welfare and Licenses/Permits shall consist of five (5) members of the Council, all which members shall be appointed by the Mayor on or before the first Monday of May of each even numbered year. The Committees of Public Works and Stormwater Utility shall be made up of the same members.

Section Five: Section 1.06.K. of the Code of General Ordinances for the City of

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

K. Stormwater Utility Commission. There is hereby created a Stormwater Utility Commission, which shall be the Committee on Stormwater Utility of the Common Council.

1. **Purpose.** The purpose of the Stormwater Utility Commission is to govern, manage, control, improve and care for stormwater management services, systems and facilities.

2. Said Commission shall have all the powers and duties conferred upon it by the Code of General Ordinances of the City of Kenosha, and the Wisconsin State Statutes.

Section Six: These Ordinances shall become effective upon passage and

publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

City Plan Division 625 52 nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	January, 20, 2011	Item 8
To Repeal and Recreate various Sections of Chapter 17 of the Code of General Ordinances regarding approval of Plats, to extend the time after approval of a Preliminary Plat during which final approval may occur, in order to become consistent with statutory changes. PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: City-Wide
Neighborhood: N/A

NOTIFICATIONS/PROCEDURES:

This item will also be reviewed by the Public Works Committee before final approval by the Common Council.

ANALYSIS:

- In 2010, the State of Wisconsin adopted 2009 Senate Bill 626 relating to the Platting of Subdivisions. Some of the changes included in this Bill conflict with the requirements in Chapter 17 of the Code of General Ordinances, which reflected the previous State Statutes. The attached Ordinance Amendment is proposed to change our Ordinances to comply with the State Statutes. The proposed changes are:
 - If the applicant submits and receives approval of a Preliminary Plat, the applicant may submit the Final Plat within thirty-six (36) months and is entitled to approval of the Final Plat as it relates to the layout. The current Ordinance standard is six (6) months. The thirty-six (36) month period can be extended by any agency vested by law to have final approving authority of the Plat.
 - The City Planner shall provide his or her recommendations on whether or not the Final Plat conforms substantially to the Preliminary Plat when the Final Plat is reviewed by the City. While it is the City's policy for the City Planner to provide a recommendation in the Staff Report, the Ordinance change is proposed to align with the new State Statute.
 - The time to record a Final Plat after City and State approval is proposed to change to twelve (12) months after the last approval and within thirty-six (36) months of the first approval. The current Ordinance standard is six (6) months after the last approval and within twenty-four (24) months of the first approval.
 - The proposed Ordinance change will require that the Developer's Agreement can only require an assurance, or Letter of Credit, for the phase that is proposed to be constructed, in the case of multi-phase developments.

RECOMMENDATION:

A recommendation is made to approve the proposed Ordinance Amendment.



Brian R. Wilke, Development Coordinator
/u2/facct/cp/ckays/1CPC/2011/Jan20/fact-go-plats.oot



Jeffrey B. Labahn, Director of City Development

ORDINANCE NO. _____

Draft 12.28.10

BY: MAYOR

**TO REPEAL AND RECREATE VARIOUS SECTIONS
OF CHAPTER 17 OF THE CODE OF GENERAL
ORDINANCES REGARDING APPROVAL OF PLATS ,
TO EXTEND THE TIME AFTER APPROVAL OF A
PRELIMINARY PLAT DURING WHICH FINAL APPROVAL
MAY OCCUR, IN ORDER TO BECOME CONSISTENT WITH
STATUTORY CHANGES**

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

Section One: Section 17.04 G.2. of the Code of General Ordinances for the City

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

2. Approval or conditional approval of a Preliminary Plat shall not constitute automatic approval of the Final Plat, except that if the Final Plat is submitted within ~~six (6) months~~ thirty-six months of the last required approval by the Common Council or state, if applicable of ~~the~~ Preliminary Plat ~~approval by the Common Council~~ and conforms substantially to the Preliminary Plat layout as indicated in Section 236.11(1)(b) of the Wisconsin Statutes, the Final Plat shall be entitled to approval with respect to such layout. Any agency vested by law to have final approving authority of a plat may extend the time for submission of a Final Plat. The Preliminary Plat shall be deemed an expression of approval or conditional approval of the layout submitted as a guide to the preparation of the Final Plat, which will be subject to further consideration by the City Plan Commission and the Common Council at the time of its submission. The City Planner shall provide his or her conclusions as to whether the Final Plat conforms substantially to the Preliminary Plat and provide his or her recommendations on approval of the Final Plat. The conclusions and recommendation shall be made a part of the record of the proceeding at which the Final Plat is being considered and are not required to be submitted in writing.

Section Two: Section 17.04 I.4. of the Code of General Ordinances for the City

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

4. After the Final Plat has been approved by the Common Council and the State, and an assurance assuring the construction and installation of required improvements is filed, the City Clerk/Treasurer shall cause the certificate inscribed upon the Plat attesting to such approval to be duly executed. The City Planner shall then record the Plat with the Kenosha County Register of Deeds, within ~~six (6) months~~ twelve (12) months of the last approval, and within ~~twenty-four (24)~~ thirty-six (36) months of the first approval.

Section Three: Section 17.11 A.4. of the Code of General Ordinances for the City

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

4. Assurances. The Development Agreement shall provide for an assurance as defined in **Section 17.02 B.**, which shall guarantee the construction, installation and maintenance of improvements in compliance with the Development Agreement and this Ordinance. If the sub-divider's project will be constructed in phases the amount of any assurance required by the Development Agreement shall be limited to the phase of the project that is currently being constructed. The assurance required by the Development Agreement may not be required any sooner than is reasonably necessary before the commencement of the installation of the improvements.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

ORDINANCE NO. _____

BY: MAYOR

**TO REPEAL AND RECREATE VARIOUS SECTIONS
OF CHAPTER 17 OF THE CODE OF GENERAL
ORDINANCES REGARDING APPROVAL OF PLATS ,
TO EXTEND THE TIME AFTER APPROVAL OF A
PRELIMINARY PLAT DURING WHICH FINAL APPROVAL
MAY OCCUR, IN ORDER TO BECOME CONSISTENT WITH
STATUTORY CHANGES**

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

Section One: Section 17.04 G.2. of the Code of General Ordinances for the City

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

2. Approval or conditional approval of a Preliminary Plat shall not constitute automatic approval of the Final Plat, except that if the Final Plat is submitted within thirty-six months of the last required approval by the Common Council or state, if applicable of the Preliminary Plat and conforms substantially to the Preliminary Plat layout as indicated in Section 236.11(1)(b) of the Wisconsin Statutes, the Final Plat shall be entitled to approval with respect to such layout. Any agency vested by law to have final approving authority of a plat may extend the time for submission of a Final Plat. The Preliminary Plat shall be deemed an expression of approval or conditional approval of the layout submitted as a guide to the preparation of the Final Plat, which will be subject to further consideration by the City Plan Commission and the Common Council at the time of its submission. The City Planner shall provide his or her conclusions as to whether the Final Plat conforms substantially to the Preliminary Plat and provide his or her recommendations on approval of the Final Plat. The conclusions and recommendation shall be made a part of the record of the proceeding at which the Final Plat is being considered and are not required to be submitted in writing.

Section Two: Section 17.04 I.4. of the Code of General Ordinances for the City

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

4. After the Final Plat has been approved by the Common Council and the State, and an assurance assuring the construction and installation of required improvements is filed, the City Clerk/Treasurer shall cause the certificate inscribed upon the Plat attesting to such approval to be duly executed. The City Planner shall then record the Plat with the Kenosha County Register of Deeds, within twelve (12) months of the last approval, and within thirty-six (36) months of the first approval.

Section Three: Section 17.11 A.4. of the Code of General Ordinances for the City

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

4. Assurances. The Development Agreement shall provide for an assurance as defined in **Section 17.02 B.**, which shall guarantee the construction, installation and maintenance of improvements in compliance with the Development Agreement and this Ordinance. If the sub-divider's project will be constructed in phases the amount of any assurance required by the Development Agreement shall be limited to the phase of the project that is currently being constructed. The assurance required by the Development Agreement may not be required any sooner than is reasonably necessary before the commencement of the installation of the improvements.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

ORDINANCE NO. _____

DRAFT 01.12.11

BY: ALDERPERSON THEODORE RUFFALO

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

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

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

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

U. HOME Program Commission.

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

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

3. Members. The composition of the HOME Program Commission shall consist of the members of the Community Development Block Grant Committee established in Section 1.06X ~~There shall be seven (7) members who shall include the Mayor, City Administrator and Department Heads of the Finance Department, City Development Department, Police Department, Neighborhood Services and Inspections Department and one (1) officer or employee of the Kenosha Housing Authority.~~

4. Term. The terms of office shall be consistent with the terms of of office for the respective terms of the members of the Community Development Block Grant Committee ~~is indefinite as memberships are determined by position.~~

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

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

7. Duties. The Commission shall:

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

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

c. Meet periodically to review program activities and results.

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

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

ORDINANCE NO. _____

BY: ALDERPERSON THEODORE RUFFALO

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

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

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

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

U. HOME Program Commission.

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

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

3. Members. The composition of the HOME Program Commission shall consist of the members of the Community Development Block Grant Committee established in Section 1.06X

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

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

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

7. Duties. The Commission shall:

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

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

c. Meet periodically to review program activities and results.

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

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

ORDINANCE NO. _____

BY: MAYOR

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

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

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

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

13.0112 Non-Structural Demolition

A. Definitions.

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

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

Salvageable Material. Real or tangible personal property that:

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

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

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

C. Permit Application.

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

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

D. Permit Grant

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

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

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

E. Irrevocable Letter of Credit.

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

F. Permit Term.

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

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

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

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

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

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

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

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

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

(1) Bodily Injury:

\$2,000,000.00 each occurrence

(2) Property Damage:

\$2,000,000.00 each occurrence.

b. Pollution Legal Liability:

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

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

c. Workers' Compensation: Statutory Limits

(1) Employer's Liability

\$500,000.00 Each Accident

\$500,000.00 Disease, Each Employee

\$1,000,000.00 Disease, Policy Limit

d. Umbrella Liability

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

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

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

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

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

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

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

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

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

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

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

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

I. Summary Suspension.

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

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

permittee.

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

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

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

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

ORDINANCE NO. _____

BY: MAYOR

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

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

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

Kenosha, Wisconsin, is hereby created as follows:

13.0112 Non-Structural Demolition

A. Definitions.

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

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

Salvageable Material. Real or tangible personal property that:

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

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

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

C. Permit Application.

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

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

D. Permit Grant

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

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

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

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

E. Irrevocable Letter of Credit.

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

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

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

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

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

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

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

(1) Bodily Injury:

\$2,000,000.00 each occurrence

(2) Property Damage:

\$2,000,000.00 each occurrence.

b. Pollution Legal Liability:

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

c. Workers' Compensation: Statutory Limits

(1) Employer's Liability

\$500,000.00 Each Accident

\$500,000.00 Disease, Each Employee

\$1,000,000.00 Disease, Policy Limit

d. Umbrella Liability

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

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

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

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

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

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

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

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

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

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

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

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

I. Summary Suspension.

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

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

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

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

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

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

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

RESOLUTION NO. _____

BY: COMMITTEE ON PUBLIC WORKS

**PRELIMINARY RESOLUTION DECLARING INTENT TO LEVY ASSESSMENTS
FOR
SIDEWALKS**

PROJECT #10-1020 39th AVENUE RECONSTRUCTION

WHEREAS, it is expedient, necessary and in the best interest of the City of Kenosha, and for benefit of the property affected thereby that improvements in street right-of-ways: sidewalks.

67th Street to 75th Street

NOW, THEREFORE, BE IT RESOLVED, By the Common Council of Kenosha, Wisconsin:

1. The Common Council hereby declares its intention to exercise its police power under Section 66.0703, Wisconsin Statutes, to levy special assessments on all property fronting upon both sides of the street within the above limits for benefits conferred upon property by improvement of the streets enumerated above.

2. Said public improvement shall include the improvements in street right-of-ways: permanent pavement, and/or curb and gutter, and/or grading and graveling and/or sidewalk, and/or driveway approaches.

3. The Common Council determines that the improvements constitute an exercise of the police power and the amount assessed against each parcel shall be based on a per front foot or per square foot rate.

4. The assessments against any parcel may be paid in a lump sum or in three (3) annual installments, at the election of the property owner.

5. The Board of Public Works is directed to prepare a report consisting of:

a. Preliminary plans and specifications for said improvements.

b. An estimate of entire cost of the proposed improvements and in

street right-of-way.

c. Schedule of proposed assessments.

6. Upon receiving the report of the Board of Public Works (Public Works Committee), the Clerk is directed to give notice of public hearings on such report, as specified in Section 66.0703 of the Wisconsin Statutes. The hearings shall be held at the Municipal Office Building at a time set by the Clerk, in accordance with Section 66.0703, Wisconsin Statutes.

Adopted this 7th day of February, 2011.

APPROVED: _____
MAYOR
KEITH G. BOSMAN

ATTEST: _____
DEPUTY CITY CLERK
DEBRA L. SALAS

RESOLUTION NO. _____

BY: ALDERPERSON STEVE BOSTROM

**TO URGE THE MAYOR TO BEGIN THE
INDEPENDENCE DAY PARADE AT THE
INTERSECTION OF ROOSEVELT ROAD
AND 22ND AVENUE**

WHEREAS, Independence Day is a federal holiday commemorating the birth of the United States of America; and,

WHEREAS, Independence Day is a day of remembrance, celebration and civic pride; and,

WHEREAS, the City of Kenosha has supported it's resident's desire to celebrate this day by hosting a city parade; and,

WHEREAS, the Independence Day parade has become a public institution anticipated each year by the citizens of the City of Kenosha and of the surrounding incorporated and unincorporated areas of the community; and,

WHEREAS, thousands of people come to the City of Kenosha to witness the Independence Day parade from all over the local community and Kenosha County; and,

WHEREAS, the Independence Day parade in the past had a traditional launching point at the intersection of Roosevelt Road and 22nd Avenue, proceeding northbound on 22nd Avenue through the Uptown Business District to 60th Street and then east on 60th Street; and,

WHEREAS, this years Parade Committee and the Mayor have suggested limiting the parade route wholly within the Downtown Business District, thereby eliminating a significant portion of the parade route and depriving the businesses of the Uptown Business District from the associated foot traffic and the residents of Districts 3, 5, 8 and 12 the enjoyment of the parade in their neighborhood; and,

WHEREAS, in these tough economic times, exposure for the businesses in the Uptown Business District would be beneficial; and,

WHEREAS, the City of Kenosha should take advantage of every opportunity to reinforce and ensure the success of businesses within our community.

NOW, THEREFORE, BE IT RESOLVED that the Common Council urges the Mayor and Parade Committee to reconsider the proposed Independence Day parade route and to launch the parade at the intersection of Roosevelt Road and 22nd Avenue to include the Uptown Business District area.

Adopted this _____ day of _____, 2011.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Drafted By:
MATTHEW A. KNIGHT,
Deputy City Attorney

RESOLUTION NO. _____

BY: ALDERPERSON RAY MISNER

TO REGISTER THE CITY OF KENOSHA COMMON COUNCIL'S SUPPORT OF LRB 0745/1 REPEALING THE LAW WHICH REQUIRES THE OBSERVATION AND RECORDATION OF RACIAL INFORMATION OBTAINED THROUGH TRAFFIC STOPS.

WHEREAS, the Wis. Statutes §349.027 (2009-2010), beginning on January 1, 2011, requires law enforcement officers to collect and report for every traffic stop, regardless of whether a citation is issued, the following information: the name, address, gender, and race of every motorist; the make and year of the vehicle driven; the reason for the stop; the date, time, and location of the stop; the name, address, gender, and race of every passenger involved in the traffic stop who is subject to a search; and, the officer's name and badge number; and,

WHEREAS, the City of Kenosha is subject to this burden of collecting and reporting; and,

WHEREAS, such the legislation is ostensibly to study racial profiling (which has been defined as the inclusion of racial characteristics in determining whether a person is considered more likely to commit an illegal act) in the context of traffic stops; and,

WHEREAS, the vast majority of traffic stops are initiated upon law enforcement officers' observations of driving behavior (*e.g.*, speeding, weaving, sign violations, tailgating) or observations of equipment violations, frequently under conditions where initiation of the stop is without law enforcement officer observation of the driver of the vehicle, such that a racial profiling is not at issue; and,

WHEREAS, racial determinations based upon observation are at best subjective; and,

WHEREAS, racial determinations based upon documentation of ethnicity, which often is mixed, can be arbitrary; and,

WHEREAS, racial determination of drivers of motor vehicles based upon questions

posited to the drivers is potentially offensive, and tends to erode the confidence of the driver in the law enforcement system; and,

WHEREAS, asking passengers of motor vehicles stopped for traffic offenses, for which stop the passenger was not responsible, as to their race is unnecessarily intrusive, offensive, and tends to erode the confidence of the passenger in the law enforcement system; and,

WHEREAS, the City of Kenosha's Police Department issued 13,130 traffic citations in 2009, with many thousands more stopped, such that the requirements of the proposal to collect and report information on such a volume of traffic stops places additional workload and responsibility on law enforcement officers that is burdensomely time consuming; and

WHEREAS, it has been reported that State Senators Lazich and Wangaard have co-sponsored LRB 0745/1 repealing this legislation.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Kenosha, Wisconsin, registers its support for LRB 0745/1 to the extent that it repeals the pending laws requiring law enforcement officers to collect and report the name, address, gender, and race of every motorist; the make and year of the vehicle driven; the reason for the stop; the date, time, and location of the stop; the name, address, gender, and race of every passenger involved in a traffic stop who is subject to a search; and, the officer's name and badge number; and

BE IT FURTHER RESOLVED that the City Clerk/Treasurer is hereby directed to send a copy of this Resolution to Governor Scott Walker and our State Legislative Representatives.

Adopted this ____ day of _____, 2011.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Drafted By:
Edward R. Antaramian
City Attorney

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



CITY PLAN
REAL ESTATE
HISTORIC PRESERVATION
COMMUNITY DEVELOPMENT BLOCK GRANT
REDEVELOPMENT

JEFFREY B. LABAHN
Director of City Development
MEMO

TO: Mayor Keith Bosman
Members of the Common Council

FROM: A. Zohrab Khaligian, Community Development Specialist *AZK*

RE: **Resolution Authorizing an Amended and Restated Development Financing Agreement with Respect to Towne Investments Project in TID #12**

DATE: January 18, 2011

This is to request the adoption of a Resolution Authorizing an Amended and Restated Development Financing Agreement With Respect to Towne Investments Project in Tax Incremental District No. 12 (TID #12).

The original TID #12 Development Financing Agreement was entered into on December 8, 2008 to provide TID financial assistance to Towne Investments for the construction of a 210,000 s.f. industrial facility. The total cost of the development was estimated at \$10,150,000 and would be financed by Towne. The City would provide \$465,000 in TID revenues to reimburse Towne for grading, erosion control, storm water management and sanitary sewer construction. These improvements would have to be completed by October 1, 2010 to be considered for reimbursement.

Last summer, Towne Investments requested an extension to the original Agreement. Although Towne was in discussions with a potential occupant for the development, they knew that they would not complete the development by October 1, 2010. Prior to finalizing the proposed Amended and Restated Agreement, Towne requested that the Amended and Restated Agreement be between the City and BPOK 3 LLC, a new LLC created by the five Original Developer Parties from the original Agreement.

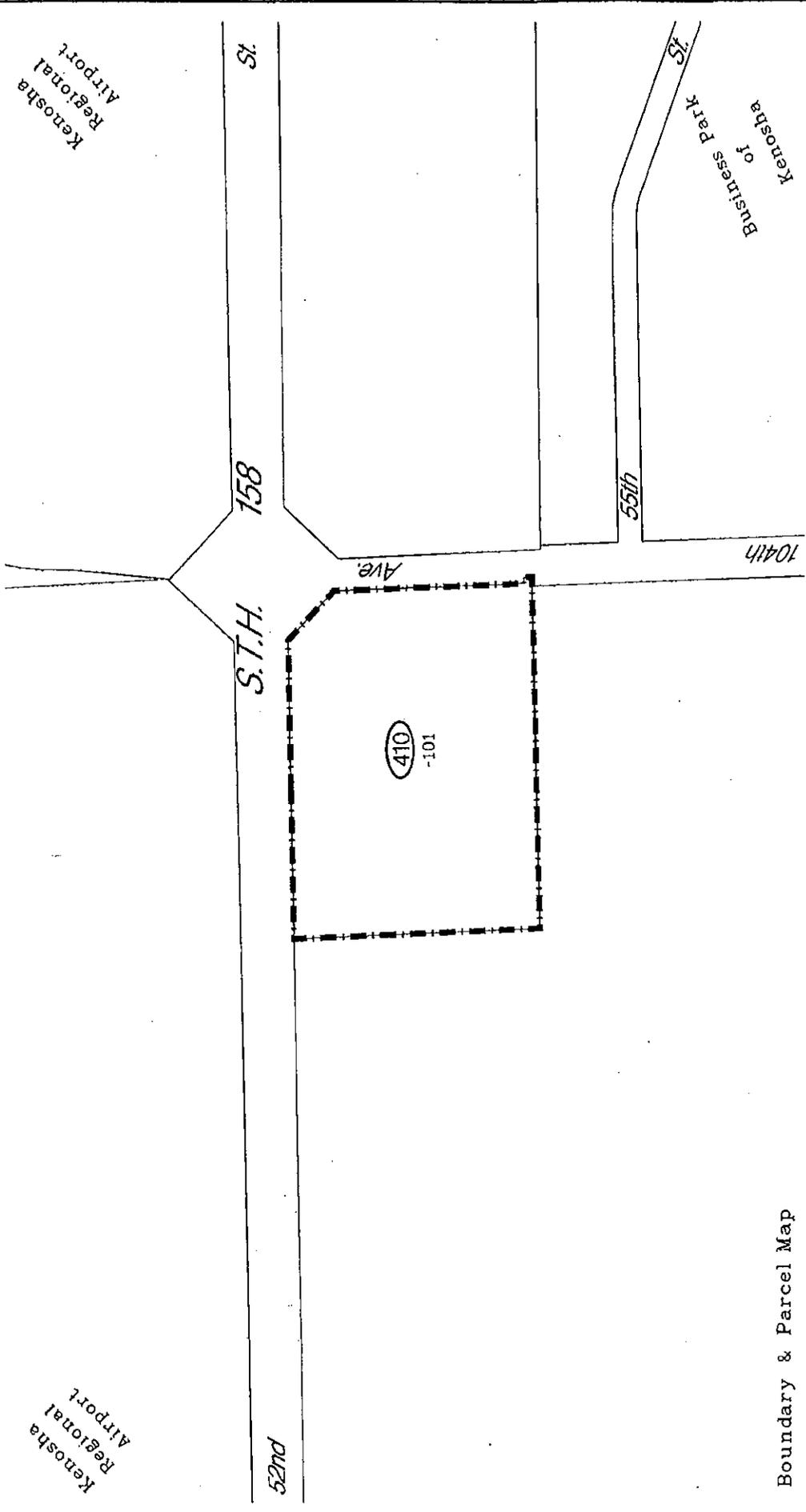
Enclosed is the proposed Resolution and Amended and Restated Agreement as prepared by the City's bond counsel, as well as a red-line version of the original Agreement showing the changes. The primary changes include:

- replacing the five Original Developer Parties with BPOK 3 LLC;
- adding a guaranty by Zilber Ltd, the parent company of certain of the Original Developer Parties, of BPOK 3 LLC's obligations;
- decreasing the bond interest rate to 5%; and
- extending the completion of reimbursable improvements to October 1, 2015.

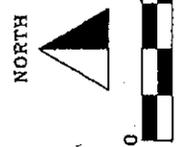
Please contact me at 653-4030 if you have any questions.

AZK:kas
Attachments

CITY OF KENOSHA
 Proposed Tax Incremental District #12
 for the City of Kenosha



Boundary & Parcel Map
 - - - - - TID #12 Boundary
 (410) Block Number
 -101 Parcel Number



RESOLUTION NO. _____

By: THE MAYOR

**RESOLUTION AUTHORIZING AN AMENDED AND RESTATED
DEVELOPMENT FINANCING AGREEMENT WITH
RESPECT TO TOWNE INVESTMENTS PROJECT IN
TAX INCREMENTAL DISTRICT NO. 12**

WHEREAS, Tax Incremental District No. 12 (“TID No. 12”) has been established by the City of Kenosha, Wisconsin (the “City”) for the purpose of promoting industrial development in the City; and

WHEREAS, in order to further its industrial development efforts in TID No. 12, the City entered into a Development Financing Agreement dated as of December 8, 2008 (the “Development Agreement”) with 5111 South 9th Street LLC, a Wisconsin limited liability company, Whitley Bay Marina, Inc., a Florida corporation, BMD LakeView Land LLC, a Wisconsin limited liability company, Arthur W. and Mary Ann Wigchers Revocable Trust dated April 19, 1995, Bernacchi Properties LLC, a Wisconsin limited liability company and Kersey Family LLC, a Wisconsin limited liability company (collectively, the “Original Developer Parties”); and

WHEREAS, pursuant to the terms of the Development Agreement and the Resolution that approved the Development Agreement (the “Bond Resolution”), the City issued to the Original Developer Parties a Tax Increment Project Revenue Bond (the “Bond”) payable solely from tax increments generated from the Developer’s Property as defined in the Development Agreement; and

WHEREAS, the Original Developer Parties have determined to transfer the Property to a newly created limited liability company known as BPOK 3 LLC (“BPOK”) and therefore request that BPOK replace the Original Developer Parties as Developer under the Agreement; and

WHEREAS, because the development provided for under the Development Agreement has not occurred as quickly as anticipated, the Original Developer Parties and BPOK have requested that the Development Agreement be amended to extend the deadline for the final determination of the cost of the Developer’s improvements and the principal amount of the Bond;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, as follows:

Section 1. Authorization of Amended and Restated Development Agreement. An Amended and Restated Development Agreement with BPOK, in substantially the form attached hereto, is approved, and the Mayor and City Clerk are authorized and directed to execute the Amended and Restated Development Agreement, by and on behalf of the City.

Section 2. Amendments to Bond. (a) For the purpose of financing industrial development projects in TID No. 12, as provided for under the Amended and Restated Development Agreement, the City shall issue an amended Tax Increment Project Revenue Bond (the "Amended Bond") to the Developer in consideration for the obligations undertaken by the Developer under the Amended and Restated Development Agreement. The Amended Bond shall have the terms set forth in the Amended and Restated Development Agreement and shall be in substantially the form set forth on Exhibit E to the Amended and Restated Development Agreement. The Amended Bond shall be delivered to the Developer in exchange for the Bond originally issued under the Development Agreement.

Section 3. General Authorizations. The Mayor and City Clerk and the appropriate deputies and officials of the City in accordance with their assigned responsibilities are hereby each authorized to execute, deliver, publish, file and record such other documents, instruments, notices and records and to take such other actions as shall be necessary or desirable to accomplish the purposes of this Resolution and to comply with and perform the obligations of the City under the Amended and Restated Development Agreement and the Amended Bond.

In the event that said officers shall be unable by reason of death, disability, absence or vacancy of office to perform in timely fashion any of the duties specified herein (such as the execution of the Amended and Restated Development Agreement or the Amended Bond), such duties shall be performed by the officer or official succeeding to such duties in accordance with law and the rules of the City.

Section 4. Severability of Invalid Provisions. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining sections, paragraphs and provisions of this Resolution.

Section 5. Effective Date. This Resolution shall be effective immediately upon its passage and approval.

Section 6. Prior Bond Resolution. Except as specifically provided herein and in the Amended and Restated Development Agreement, the Bond Resolution shall remain in full force and effect and shall govern the terms of payment of and security for the Amended Bond.

Adopted this ____ day of _____, 2011

Attest: _____
Michael Higgins, City Clerk

Approved: _____
Keith G. Bosman, Mayor

**AMENDED AND RESTATED
DEVELOPMENT FINANCING AGREEMENT
(TAX INCREMENTAL DISTRICT NO. 12)**

THIS AMENDED AND RESTATED DEVELOPMENT FINANCING AGREEMENT (TAX INCREMENTAL DISTRICT NO. 12) (this "Agreement") entered into as of this _____ day of _____, 2011, is an amendment and restatement of the Development Financing Agreement (Tax Incremental District No. 12) entered into as of the 8th day of December, 2008 (the "Original Development Agreement"), between the City of Kenosha, Wisconsin (the "City") and 5111 South 9th Street LLC, a Wisconsin limited liability company, Whitley Bay Marina, Inc., a Florida corporation, BMD LakeView Land LLC, a Wisconsin limited liability company, Arthur W. and Mary Ann Wigchers Revocable Trust dated April 19, 1995, Bernacchi Properties LLC, a Wisconsin limited liability company and Kersey Family LLC, a Wisconsin limited liability company (collectively, the "Original Developer Parties").

WHEREAS, the City and the Original Developer Parties entered into the Original Development Agreement with respect to the property described on Exhibit A (the "Property") in order to provide for the development of the Property for industrial uses as described on Exhibit B (the "Development"); and

WHEREAS, the Property is located in the City's Tax Incremental District No. 12 (the "District") which the City has established in order to finance project costs within the District as permitted under Wis. Stats. Section 66.1105; and

WHEREAS, the Original Developer Parties owned the Property as tenants in common but have determined to transfer ownership of the Property to a newly-formed Wisconsin limited liability company known as BPOK 3 LLC ("BPOK") in which each of the Original Developer Parties has an ownership interest; and

WHEREAS, as a result of the change in ownership of the Property, BPOK is to replace the Original Developer Parties as developer of the Property (the "Developer"); and

WHEREAS, the Developer plans to construct improvements on the Property as described on Exhibit C hereto (the "Developer's Improvements"); and

WHEREAS, the Developer would not undertake the Development or construct the Developer's Improvements without the availability of tax increment financing to fund the costs of the Developer's Improvements (the "Project Costs"), as provided below; and

WHEREAS, to provide assurance to the City that BPOK has sufficient resources to carry out the obligations of the Developer under the Original Development Agreement, as amended and restated by this agreement (the "Agreement"), Zilber Ltd. will guarantee the performance of BPOK's obligations under the Agreement.

NOW, THEREFORE, the City and the Developer, in consideration of the terms and conditions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

QB\6277420.9

1. CONSTRUCTION OF THE DEVELOPER'S IMPROVEMENTS.

1.1 Construction of the Developer's Improvements. The Developer shall, subject to receipt of all necessary governmental approvals, construct the Developer's Improvements on the Property in accordance with this Agreement and a Conditional Use Permit which must be approved by the City (the "Conditional Use Permit"). The Developer's Improvements, and buildings to be constructed upon the Property and their uses, shall be in compliance with all applicable municipal ordinances of the City and the terms of the Conditional Use Permit, and with any pertinent provisions of the TIF District No. 12 Project Plan (a copy of which is attached hereto as Exhibit D).

1.2 Payment of Tax Increment to Reimburse Cost of Developer's Improvements; Issuance of Revenue Bond to Developer. In each year, beginning in 2012 and ending in 2028 (or, if earlier, when all of the Project Costs and related financing costs have been paid), the tax increment revenue generated by the Property (the "Tax Increments") shall, subject to annual appropriation by the Common Council and provided that the Developer is not delinquent in the payment of property taxes with respect to the Property, be paid to the Developer in accordance with the terms of this Agreement, the Resolution and the Bond described below (or to any transferee of the Bond, in accordance with the terms of the Bond). The City's obligation to make such payments to the Developer shall be evidenced by a revenue bond issued by the City to the Developer pursuant to Wis. Stats. Section 66.0621 (the "Bond"). The Bond shall be in substantially the form set forth on Exhibit E hereto.

The Bond shall be in a principal amount equal to the actual cost of the Developer's Improvements (which shall be determined in accordance with Section 1.3 below) but not to exceed \$465,000. The Bond shall be dated as of October 1, 2011 and shall bear interest from that date at the rate of 5.0% per annum.

The City covenants and agrees as follows: (a) if the City's proposed annual budget does not in any year provide for appropriation of Tax Increments sufficient to make the payments due on the Bond in that year, the City will use its best efforts to notify the Developer (and, if the Bond has been transferred or assigned in accordance with the provisions of Section 6 of this Agreement, the owner or owners of the Bond) of that fact at least thirty (30) days prior to the date the budget is presented to the Common Council for final approval, (b) funds in the special fund of the District shall not be used to pay any other project costs of the District and (c) the City shall take no action to dissolve the District prior to the payment of all principal and interest due under the Bonds.

1.3 Cost of Developer's Improvements; Principal Amount of the Bond. (a) As provided in Section 1.2 above, the principal amount of the Bond shall be equal to the actual cost of the Developer's Improvements, but not to exceed \$465,000. The cost of the Developer's Improvements, for purposes of this Agreement, shall be initially determined as of October 1, 2011 and shall be recalculated by the City as of October 1 of each year based on the procedure described in (b) below.

(b) On or before January 1, April 1, July 1 and October 1 of each year, the Developer shall provide the City with a statement of the expenditures made on the Developer's

Improvements in the preceding calendar quarter, including all contracts, invoices and other documentation relating to the Developer's Improvements that are reasonably necessary to document the cost of the Developer's Improvements ("Developer's Improvements Statement"). Following submission of each Developer's Improvements Statement, the City shall have a review period (the "Review Period") to confirm the amount of expenditures made on the Developer's Improvements. The "Review Period" shall consist of (1) thirty (30) calendar days after receipt of the Developer's Improvements Statement with respect to the period before the issuance of the Bond and with respect to each January 1, April 1 or July 1 and (2) fifteen (15) business days after receipt of the Developer's Improvements Statement with respect to each October 1. The City and the Developer shall work together with reasonable diligence to confirm the Developer's Improvements amount. The City shall notify the Developer within five (5) business days after the expiration of the Review Period if it believes any of the Developer's Improvement costs have not increased as set forth in the Developer's Improvements Statement. The City and the Developer shall cooperate in good faith to resolve any disagreements over any of the Developer's Improvement costs. The cost of the Developer's Improvements shall increase for purposes of this Agreement only if and to the extent the City reasonably determines based on the Developer's Improvement Statements that the cost of the Developer's Improvements has increased; provided that, if the City fails to notify the Developer within five (5) business days after the expiration of the Review Period that the costs of any of Developer's Improvements have not increased as set forth in a Developer's Improvements Statement, such failure shall be deemed a determination by the City that the costs of the Developer's Improvements have increased as stated in the Developer's Improvements Statement.

Each year after the Review Period relating to the October 1 Developer's Improvements Statement has expired and any disagreements over the Developer's Improvement Costs have been resolved, the cost of the Developer Improvements as of that October 1 shall be determined and the principal amount of the Bond shall be increased to an amount equal to the actual cost of the Developer's Improvements as of that date, and interest shall accrue from that October 1 on the increased principal amount of the Bond.

(c) A final determination of the cost of the Developer's Improvements shall be made as of October 1, 2015.

2. TERM AND TERMINATION. The term of this Agreement shall begin on the date of this Agreement set forth above and shall continue until October 1, 2028, unless sooner terminated in accordance with the termination by the City of Tax Incremental District No. 12 in accordance with this Agreement and pursuant to §66.1105(7), Wis. Stats., as amended.

3. DEFAULT. In the event that either the City or the Developer defaults under any material terms or conditions of this Agreement, and such default continues for a period of ninety (90) days or more after receipt of written notice of the default from the non-defaulting party, the defaulting party shall be responsible for all costs and expenses incurred by reason of such default, including, but not limited to, any legal expenses incurred by the non-defaulting party. The rights and remedies of the non-defaulting party shall not be limited to those, if any, specified in this Agreement, but the non-defaulting party shall have the rights and remedies to which it may be entitled, either at law or in equity.

4. ASSIGNMENT OF AGREEMENT. This Agreement shall not be assignable by the Developer without the prior written consent of the City; provided, however, that upon notice to the City, the Developer may assign this Agreement to a Lender as part of a mortgage on the Property, subject to all terms and conditions of this Agreement.

5. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the successors and assigns of the Developer; however, this provision shall not constitute an authorization for the Developer to assign or transfer its rights and obligations under this Agreement except as provided in this Agreement and the Bond.

6. TRANSFER OR ASSIGNMENT OF BOND: The Bond may be transferred or assigned by the registered owner thereof (in whole or in part) only with the consent of the City by surrender of the Bond at the office of the City Clerk accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing.

7. MISCELLANEOUS.

7.1 Notices. All notices, demands, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when hand delivered or when mailed by certified mail, postage prepaid, or sent by recognized commercial courier properly addressed as indicated below:

To the Developer: BPOK 3 LLC
c/o Towne Realty, Inc.
710 North Plankinton Avenue
Milwaukee, WI 53203

To the City: City of Kenosha
ATTN: Director of Finance
625 – 52nd Street
Kenosha, WI 53140

Any party may, by written notice to the other party, designate a change for notice purposes.

7.2 No Waiver. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed to constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement, nor shall it be deemed or constitute a waiver of any subsequent default or defaults of the same type.

7.3 Mutual Assistance. The City and the Developer shall do all things reasonably necessary or appropriate to carry out the terms, provisions and obligations of this Agreement and to aid and assist each other in carrying out this Agreement, including, without limitation, the giving of notices, the holding of public hearings, the enactment by the City of resolutions and ordinances, and the execution and delivery of documents, instruments, petitions and certifications. The City and the Developer shall cooperate fully with each other in seeking from any or all appropriate governmental bodies (whether federal, state, county or local) any approvals and permits that are reasonably necessary or desirable.

7.4 Governing Law. This Agreement concerns real property located in the State of Wisconsin, and shall be interpreted and construed according to the laws of the State of Wisconsin.

7.5 Captions. The captions in this Agreement are inserted only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions, terms or conditions hereof.

7.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

7.7 No Third-Party Beneficiaries. This Agreement creates rights and obligations only for the parties hereto and their permitted successors and assigns, except as stipulated in this Agreement. This Agreement is not intended to and does not create any right in any third party, not expressly stated herein.

7.8 Legal Action. In the event that a party becomes involved in litigation or in the threat of litigation related to this Agreement because of the act or omission of the other party, the party which becomes so involved, if not the legal cause of the injury or damages, shall be entitled to recover reasonable attorneys' fees and out-of-pocket costs from the other party in defending against the litigation or threat of litigation.

7.9 Authority. The parties represent that the execution of this Agreement has been properly authorized and that the persons signing this Agreement have been properly authorized to sign this Agreement on behalf of the parties.

7.10 Independent Contractors. The City and the Developer are each entering into this Agreement on its own behalf and not as agent of the other, and this Agreement shall not be construed to create a partnership or joint venture between the parties, each of which is an independent contractor for the purposes of this Agreement.

7.11 Good Faith. Each of the parties hereto shall be subject to the duty of good faith and fair dealings in the implementation, execution and performance of the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated in the first paragraph of this Agreement.

CITY OF KENOSHA

By: _____
Mayor

By: _____
City Clerk

STATE OF WISCONSIN)
) ss.
KENOSHA COUNTY)

Personally came before me this ____ day of _____, 2011, the above-named Keith G. Bosman, Mayor, and Michael Higgins, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My Commission expires: _____

BPOK 3 LLC
By: Towne Realty, Inc., Manager

By: _____
John W. Kersey
Executive Vice President

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by John W. Kersey, Executive Vice President, Towne Realty, Inc., who is personally known to me.

Notary Public, Wisconsin
My Commission expires: _____

GUARANTY

The undersigned Zilber Ltd. ("Guarantor") is the parent company of certain of the Original Developer Parties and as such will derive substantial benefit from the City's agreement to execute this Agreement. In consideration of and in order to induce the City to enter into this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby guaranties to the City the performance of all obligations and the payment of all amounts owed by Developer to the City hereunder. Guarantor agrees that the City and Developer may amend this Agreement without Guarantor's consent and without releasing Guarantor. In the event of a default by Developer under this Agreement, the City may proceed against Guarantor without exhausting its remedies against Developer or any other party. Guarantor hereby waives notice of acceptance, notice of default and any other notice of any kind. This Guaranty is binding upon the Guarantor and its heirs, representatives, successors and assigns.

ZILBER LTD., as Guarantor

By: _____
John W. Kersey
Executive Vice President

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by John W. Kersey, Executive Vice President of Zilber Ltd., who is personally known to me.

Notary Public, Wisconsin
My Commission expires: _____

**EXHIBIT A
TO
DEVELOPMENT AGREEMENT**

Description of Property

All that part of the Southeast One-quarter (1/4) of Section Thirty-one (31), in Township Two (2) North, Range Twenty-two (22) East of the Fourth Principal Meridian in the City of Kenosha, County of Kenosha, State of Wisconsin, bounded and described as follows: Commencing at the Northeast corner of said Southeast 1/4 of Section 31 (being the East 1/4 corner); thence South 89°05'33" West, along the North line of said Southeast 1/4 also being the centerline of S.T.H. "158", 1008.56 feet; thence South 02°13'20" East, 70.02 feet to the South line of said S.T.H. "158" and the place of beginning; thence continuing South 02°13'20" East, 671.75 feet; thence North 89°17'37" East, 971.76 feet to the West line of CTH "HH" (also known as 104th Avenue); thence North 01°55'25" West, along said West line of CTH "HH", 45.09 feet; thence South 89°05'33" West, 17.00 feet; thence North 01°55'25" West, continuing along the West line of said CTH "HH", 500.01 feet; thence North 46°24'56" West, 185.44 feet to the South line of said S.T.H. "158"; thence South 89°05'33" West, along said South line, 828.22 feet to the place of beginning. Excepting land contained in Warranty Deed dated April 2, 1990 and recorded in the Office of the Register of Deeds for Kenosha County, Wisconsin on May 7, 1990 in Volume 1393 of Records at Page 350, as Document No. 841881.

Together with a non-exclusive easement for ingress and egress as contained in an Easement recorded on June 16, 1989 in Volume 1354 of Records at Page 77, as Document No. 822274.

**EXHIBIT B
TO
DEVELOPMENT AGREEMENT**

Description of Development

An industrial facility or facilities with an aggregate square footage of 100,000-195,000.

**EXHIBIT C
TO
DEVELOPMENT AGREEMENT**

Developer's Improvements

Hwy 158/104th Street (Kenosha, WI)

(ROUGH GRADING DEVELOPMENT COST DETAIL)

1	GRADING & OTHER EARTHWORK	\$209,275
2	EROSION CONTROL AND POND OUTLET	\$15,000
3	<u>City Required Deceleration Lanes (104th Ave)</u>	\$30,000
<u>SUB TOTAL</u>		<u>\$254,275.00</u>

ALTERNATIVES

4a	SANITARY SEWER CONSTRUCTION (ALTERNATIVE #1 - GRAVITY)	\$74,950
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<u>ALTERNATIVE #1 TOTAL</u>	<u>\$329,225</u>
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4b	SANITARY SEWER CONSTRUCTION (ALTERNATIVE #2 - Grinder Pump)	\$54,400
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<u>ALTERNATIVE #2 TOTAL</u>	<u>\$308,675</u>
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Subtotal Development Cost Range	\$329,225	\$308,675
Development Cost & Design Requirement Contingency*	\$80,775	\$75,733
Design & Soft Costs	\$40,000	\$40,000
Legal Costs	\$15,000	\$15,000
Total Development Cost Range	\$465,000	\$439,408

*development design costs may change as a result of final City design requirements (e.g. storm-water management pond and desired sanitary sewer connection method)

**EXHIBIT D
TO
DEVELOPMENT AGREEMENT**

Project Plan

The Project Plan for Tax Incremental District No. 12 is on file in the office of the City Clerk and is incorporated herein by reference.

**EXHIBIT E
TO
DEVELOPMENT AGREEMENT**

(Form of the Bond)

UNITED STATES OF AMERICA
STATE OF WISCONSIN
COUNTY OF KENOSHA
CITY OF KENOSHA

**TAX INCREMENT PROJECT REVENUE BOND
(TOWNE INVESTMENTS PROJECT)**

<u>Number</u>	<u>Rate</u>	<u>Date of Original Issue</u>	<u>Amount</u>
R-	5.00%	October 1, 2011	Principal Amount, as defined herein

FOR VALUE RECEIVED, the City of Kenosha, Kenosha County, Wisconsin (the "City"), promises to pay to BPOK 3 LLC, or registered assigns, but only in the manner, at the times, from the source of revenue and to the extent hereinafter provided, the Principal Amount (as defined below) together with interest thereon from the date of original issue set forth above, or the most recent payment date to which interest has been paid, to the stated due dates of the principal installments of this Bond, at the rate per annum set forth above.

The "Principal Amount" of this Bond shall be a principal amount equal to the actual cost of the Developer's Improvements (as such term is defined in the Amended and Restated Development Financing Agreement, between the City and BPOK 3 LLC (the "Development Agreement")) but not to exceed \$465,000. The Principal Amount shall be determined initially as of the date of issuance of the Bond based on the costs paid by the Developer on the Developer's Improvements as of that date, and shall be redetermined as of October 1 of each year, as provided in Section 1.3 of the Development Agreement. A final determination of the Principal Amount of the Bond shall be made as of October 1, 2015, as provided in Section 1.3 of the Development Agreement.

For each Bond Year (defined below), interest shall accrue only on the outstanding Principal Amount of the Bond determined as of the first day of that Bond Year. The outstanding Principal Amount of the Bond as of any date shall be reduced by the amount of any principal payments previously made on the Bond. For purposes of this Bond, "Bond Year" shall mean the one year period commencing on each October 1 and ending on the following September 30, except that the first Bond Year shall commence on the date of original issue of this Bond and end on September 30, 2012.

Assuming that the Principal Amount of the Bond is equal to the maximum Principal Amount (\$465,000), this Bond shall be payable in installments of principal due on October 1, in each of the years and amounts as follows:

<u>Year</u>	<u>Principal</u>	<u>Year</u>	<u>Principal</u>
2012	\$ 17,995	2021	\$ 27,916
2013	18,895	2022	29,312
2014	19,840	2023	30,778
2015	20,832	2024	32,317
2016	21,873	2025	33,932
2017	22,967	2026	35,629
2018	24,115	2027	37,410
2019	25,321	2028	39,281
2020	26,587		

In the event that the total cost of the Developer’s Improvements and therefore the final Principal Amount of the Bond is less than \$465,000, there shall be a reduction in the principal installments of the Bond beginning with the final maturity and then proceeding to the next preceding maturity until the total of the principal installments on the Bond is equal to the cost of the Developer’s Improvements.

Interest shall be payable on October 1 in each year, commencing on October 1, 2012 (the “Bond Payment Dates”).

This Bond has been issued to finance projects which are a part of the City’s industrial development utility, pursuant to Article XI, Section 3 of the Wisconsin Constitution and Section 66.0621, Wisconsin Statutes and acts supplementary thereto, and is payable only from the income and revenues herein described, which income and revenues have been set aside as a special fund for that purpose and identified as the “Special Redemption Fund.” This Bond is issued pursuant to resolutions adopted on _____, 2008, and _____, 2011, by the Common Council of the City (the “Resolution”) and the Development Agreement. This Bond does not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation or provision. The principal of and interest on this Bond shall be payable solely from Tax Increments (as defined in the Development Agreement) received by the City with respect to its Tax Incremental District No. 12 which are appropriated by the Common Council to the payment of this Bond (the “Revenues”). Reference is hereby made to said Resolution for a more complete statement of the revenues from which and conditions under which this Bond is payable, and the general covenants and provisions pursuant to which this Bond has been issued.

Revenues shall be applied first to the payment of any interest due on the Bond Payment Date and then to the payment of any principal due on that Bond Payment Date.

If on any Bond Payment Date there shall be insufficient Revenues appropriated to pay the principal or interest due on this Bond, the amount due but not paid shall accumulate and be payable on the next Bond Payment Date until the final Bond Payment Date. Interest at the rate

of 5.0% per annum shall be paid on such unpaid amounts of principal and interest. No principal payment shall be made on any Bond Payment Date to the extent that payment of such principal would cause the aggregate amount of principal paid on the Bond to exceed the cost of the Developer's Improvements as determined as of that date in accordance with the terms of the Development Agreement. The City shall have no obligation to pay any amount of principal or interest on this Bond which remains unpaid after the final Bond Payment Date and the owner of this Bond shall have no right to receive payment of such amounts.

This Bond (a) shall be prepaid on each Bond Payment Date in an amount equal to the amount by which the Tax Increments collected by the City in that Bond Year and appropriated to payment of this Bond exceed the amount of principal and interest due on the Bond Payment Date and (b) is subject to prepayment in whole or from time to time in part at any time, at the option of the City. The amounts and maturities of the installments of principal of the Bond which are to be prepaid shall be selected by the City.

The City makes no representation or covenant, express or implied, that the Tax Increments or other Revenues will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The City's payment obligations hereunder are subject to appropriation by the Common Council of Tax Increments to make payments due on this Bond.

This Bond is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the source and subject to the qualifications stated or referenced herein. This Bond is not a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of this Bond and no property or other asset of the City, except the above-referenced Revenues, is or shall be a source of payment of the City's obligations hereunder.

This Bond is issued by the City pursuant to and in full conformity with the Constitution and laws of the State of Wisconsin.

This Bond may be transferred or assigned in whole or in part, only with the consent of the City on the terms and conditions set forth in the Resolution. In order to transfer or assign the Bond, the transferee or assignee shall surrender the same to the City either in exchange for a new fully registered bond or for transfer of this Bond on the registration records for the Bond maintained by the City. Each permitted transferee or assignee shall take this Bond subject to the foregoing conditions and subject to all provisions stated or referenced herein.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time.

IN WITNESS WHEREOF, the Common Council of the City of Kenosha, Kenosha County, Wisconsin, has caused this Bond to be signed on behalf of said City by its duly qualified and acting Mayor and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF KENOSHA,
KENOSHA COUNTY, WISCONSIN

(SEAL)

By _____
Mayor

By _____
City Clerk

REGISTRATION PROVISIONS

This Bond shall be registered in registration records kept by the City Clerk of the City of Kenosha, Kenosha County, Wisconsin, such registration to be noted in the registration blank below and upon said registration records, and this Bond may thereafter be transferred only upon presentation of this Bond together with a written instrument of transfer approved by the City and duly executed by the Registered Owner or his attorney, such transfer to be made on such records and endorsed hereon.

<u>Date of Registration</u>	<u>Name of Registered Owner</u>	<u>Signature of City Clerk</u>
_____	BPOK 3 LLC _____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

AMENDED AND RESTATED
DEVELOPMENT FINANCING AGREEMENT
(TAX INCREMENTAL DISTRICT NO. 12)

~~THIS AGREEMENT is~~ **AMENDED AND RESTATED DEVELOPMENT FINANCING AGREEMENT (TAX INCREMENTAL DISTRICT NO. 12)** (this "Agreement") entered into as of this _____ day of _____, 2011, is an amendment and restatement of the Development Financing Agreement (Tax Incremental District No. 12) entered into as of ~~this~~ the 8th day of December, 2008, 2008 (the "Original Development Agreement"), between the City of Kenosha, Wisconsin (the "City") and 5111 South 9th Street LLC, a Wisconsin limited liability company, Whitley Bay Marina, Inc., a Florida corporation, BMD LakeView Land LLC, a Wisconsin limited liability company, Arthur W. and Mary Ann Wigchers Revocable Trust dated April 19, 1995, Bernacchi Properties LLC, a Wisconsin limited liability company and Kersey Family LLC, a Wisconsin limited liability company (~~jointly and severally~~ collectively, the "Original Developer Parties").

WHEREAS, the City and the Original Developer owns Parties entered into the Original Development Agreement with respect to the property described on Exhibit A (the "Property") which the Developer intends to develop in order to provide for the development of the Property for industrial uses as described on Exhibit B (the "Development"); and

WHEREAS, the Property is located in the City's Tax Incremental District No. 12 (the "District") which the City has established in order to finance project costs within the District as permitted under Wis. Stats. Section 66.1105; and

WHEREAS, the Original Developer Parties owned the Property as tenants in common but have determined to transfer ownership of the Property to a newly-formed Wisconsin limited liability company known as BPOK 3 LLC ("BPOK") in which each of the Original Developer Parties has an ownership interest; and

WHEREAS, as a result of the change in ownership of the Property, BPOK is to replace the Original Developer Parties as developer of the Property (the "Developer"); and

WHEREAS, the Developer plans to construct improvements on the Property as described on Exhibit C hereto (the "Developer's Improvements"); and

WHEREAS, the Developer would not undertake the Development or construct the Developer's Improvements without the availability of tax increment financing to fund the costs of the Developer's Improvements (the "Project Costs"), as provided below; and

WHEREAS, to provide assurance to the City that BPOK has sufficient resources to carry out the obligations of the Developer under the Original Development Agreement, as amended and restated by this agreement (the "Agreement"), Zilber Ltd. will guarantee the performance of BPOK's obligations under the Agreement.

NOW, THEREFORE, the City and the Developer, in consideration of the terms and conditions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. CONSTRUCTION OF THE DEVELOPER'S IMPROVEMENTS.

1.1 Construction of the Developer's Improvements. The Developer shall, subject to receipt of all necessary governmental approvals, construct the Developer's Improvements on the Property in accordance with this Agreement and a Conditional Use Permit which must be approved by the City (the "Conditional Use Permit"). The Developer's Improvements, and buildings to be constructed upon the Property and their uses, shall be in compliance with all applicable municipal ordinances of the City and the terms of the Conditional Use Permit, and with any pertinent provisions of the TIF District No. 12 Project Plan (a copy of which is attached hereto as Exhibit D).

1.2 Payment of Tax Increment to Reimburse Cost of Developer's Improvements; Issuance of Revenue Bond to Developer. In each year, beginning in ~~2010~~2012 and ending in 2028 (or, if earlier, when all of the Project Costs and related financing costs have been paid), the tax increment revenue generated by the Property (the "Tax Increments") shall, subject to annual appropriation by the Common Council and provided that the Developer is not delinquent in the payment of property taxes with respect to the Property, be paid to the Developer in accordance with the terms of this Agreement, the Resolution and the Bond described below (or to any transferee of the Bond, in accordance with the terms of the Bond). The City's obligation to make such payments to the Developer shall be evidenced by a revenue bond issued by the City to the Developer pursuant to Wis. Stats. Section 66.0621 (the "Bond"). The Bond shall be in substantially the form set forth on Exhibit E hereto.

The Bond shall be in a principal amount equal to the actual cost of the Developer's Improvements (which shall be determined in accordance with Section 1.3 below) but not to exceed \$465,000. The Bond shall be dated ~~its date of issuance~~ October 1, 2011 and shall bear interest from that date at the rate of ~~6.05~~5.0% per annum.

The City covenants and agrees as follows: (a) if the City's proposed annual budget does not in any year provide for appropriation of Tax Increments sufficient to make the payments due on the Bond in that year, the City will use its best efforts to notify the Developer (and, if the Bond has been transferred or assigned in accordance with the provisions of Section 6 of this Agreement, the owner or owners of the Bond) of that fact at least thirty (30) days prior to the date the budget is presented to the Common Council for final approval, (b) funds in the special fund of the District shall not be used to pay any other project costs of the District and (c) the City shall take no action to dissolve the District prior to the payment of all principal and interest due under the Bonds.

1.3 Cost of Developer's Improvements; Principal Amount of the Bond. (a) As provided in Section 1.2 above, the principal amount of the Bond shall be equal to the actual cost of the Developer's Improvements, but not to exceed \$465,000. The cost of the Developer's Improvements, for purposes of this Agreement, shall be initially determined as of ~~the date of~~

issuance of the Bond October 1, 2011 and shall be recalculated by the City as of October 1 of each year based on the procedure described in (b) below.

(b) ~~Prior to the date of issuance of the Bond and, thereafter, on~~ On or before January 1, April 1, July 1 and October 1 of each year, the Developer shall provide the City with a statement of the expenditures made on the Developer's Improvements in the preceding calendar quarter, including all contracts, invoices and other documentation relating to the Developer's Improvements that are reasonably necessary to document the cost of the Developer's Improvements ("Developer's Improvements Statement"). Following submission of each Developer's Improvements Statement, the City shall have a review period (the "Review Period") to confirm the amount of expenditures made on the Developer's Improvements. The "Review Period" shall consist of (1) thirty (30) calendar days after receipt of the Developer's Improvements Statement with respect to the period before the issuance of the Bond and with respect to each January 1, April 1 or July 1 and (2) fifteen (15) business days after receipt of the Developer's Improvements Statement with respect to each October 1. The City and the Developer shall work together with reasonable diligence to confirm the Developer's Improvements amount. The City shall notify the Developer within five (5) business days after the expiration of the Review Period if it believes any of the Developer's Improvement costs have not increased as set forth in the Developer's Improvements Statement. The City and the Developer shall cooperate in good faith to resolve any disagreements over any of the Developer's Improvement costs. The cost of the Developer's Improvements shall increase for purposes of this Agreement only if and to the extent the City reasonably determines based on the Developer's Improvement Statements that the cost of the Developer's Improvements has increased; provided that, if the City fails to notify the Developer within five (5) business days after the expiration of the Review Period that the costs of any of Developer's Improvements have not increased as set forth in a Developer's Improvements Statement, such failure shall be deemed a determination by the City that the costs of the Developer's Improvements have increased as stated in the Developer's Improvements Statement.

Each year after the Review Period relating to the October 1 Developer's Improvements Statement has expired and any disagreements over the Developer's Improvement Costs have been resolved, the cost of the Developer Improvements as of that October 1 shall be determined and the principal amount of the Bond shall be increased to an amount equal to the actual cost of the Developer's Improvements as of that date, and interest shall accrue from that October 1 on the increased principal amount of the Bond.

(c) A final determination of the cost of the Developer's Improvements shall be made as of October 1, ~~2010~~ 2015.

2. TERM AND TERMINATION. The term of this Agreement shall begin on the date of this Agreement set forth above and shall continue until October 1, 2028, unless sooner terminated in accordance with the termination by the City of Tax Incremental District No. 12 in accordance with this Agreement and pursuant to §66.1105(7), Wis. Stats., as amended.

3. DEFAULT. In the event that either the City or the Developer defaults under any material terms or conditions of this Agreement, and such default continues for a period of ninety (90) days or more after receipt of written notice of the default from the non-defaulting party, the defaulting

party shall be responsible for all costs and expenses incurred by reason of such default, including, but not limited to, any legal expenses incurred by the non-defaulting party. The rights and remedies of the non-defaulting party shall not be limited to those, if any, specified in this Agreement, but the non-defaulting party shall have the rights and remedies to which it may be entitled, either at law or in equity.

4. ASSIGNMENT OF AGREEMENT. This Agreement shall not be assignable by the Developer without the prior written consent of the City; provided, however, that upon notice to the City, the Developer may assign this Agreement to a Lender as part of a mortgage on the Property, subject to all terms and conditions of this Agreement.

5. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the successors and assigns of the Developer; however, this provision shall not constitute an authorization for the Developer to assign or transfer its rights and obligations under this Agreement except as provided in this Agreement and the Bond.

6. TRANSFER OR ASSIGNMENT OF BOND: The Bond may be transferred or assigned by the registered owner thereof (in whole or in part) only with the consent of the City by surrender of the Bond at the office of the City Clerk accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing.

7. MISCELLANEOUS.

7.1 Notices. All notices, demands, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when hand delivered or when mailed by certified mail, postage prepaid, or sent by recognized commercial courier properly addressed as indicated below:

To the Developer: 5111 South 9th Street BPOK 3 LLC
c/o Towne Realty, Inc.
710 North Plankinton Avenue
Milwaukee, WI 53203

To the City: City of Kenosha
ATTN: Director of Finance
625 – 52nd Street
Kenosha, WI 53140

Any party may, by written notice to the other party, designate a change for notice purposes.

7.2 No Waiver. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed to constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement, nor shall it be deemed or constitute a waiver of any subsequent default or defaults of the same type.

7.3 Mutual Assistance. The City and the Developer shall do all things reasonably necessary or appropriate to carry out the terms, provisions and obligations of this Agreement and to aid and assist each other in carrying out this Agreement, including, without limitation, the

giving of notices, the holding of public hearings, the enactment by the City of resolutions and ordinances, and the execution and delivery of documents, instruments, petitions and certifications. The City and the Developer shall cooperate fully with each other in seeking from any or all appropriate governmental bodies (whether federal, state, county or local) any approvals and permits that are reasonably necessary or desirable.

7.4 Governing Law. This Agreement concerns real property located in the State of Wisconsin, and shall be interpreted and construed according to the laws of the State of Wisconsin.

7.5 Captions. The captions in this Agreement are inserted only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions, terms or conditions hereof.

7.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

7.7 No Third-Party Beneficiaries. This Agreement creates rights and obligations only for the parties hereto and their permitted successors and assigns, except as stipulated in this Agreement. This Agreement is not intended to and does not create any right in any third party, not expressly stated herein.

7.8 Legal Action. In the event that a party becomes involved in litigation or in the threat of litigation related to this Agreement because of the act or omission of the other party, the party which becomes so involved, if not the legal cause of the injury or damages, shall be entitled to recover reasonable attorneys' fees and out-of-pocket costs from the other party in defending against the litigation or threat of litigation.

7.9 Authority. The parties represent that the execution of this Agreement has been properly authorized and that the persons signing this Agreement have been properly authorized to sign this Agreement on behalf of the parties.

7.10 Independent Contractors. The City and the Developer are each entering into this Agreement on its own behalf and not as agent of the other, and this Agreement shall not be construed to create a partnership or joint venture between the parties, each of which is an independent contractor for the purposes of this Agreement.

7.11 Good Faith. Each of the parties hereto shall be subject to the duty of good faith and fair dealings in the implementation, execution and performance of the terms of this Agreement.

~~7.12 Joint and Several Liability. Notwithstanding anything in this Agreement to the contrary, the obligations of the Developer hereunder shall be absolute and unconditional; each Developer unconditionally and irrevocably waives each and every defense which, under principles of guarantee or suretyship law, would operate to impair or diminish such liability; and nothing whatever except actual full performance of such obligations shall operate to discharge the liability of the Developer hereunder.~~

Notary Public, Wisconsin
My Commission expires:_____

WHITLEY BAY MARINA, INC.

GUARANTY

The undersigned Zilber Ltd. ("Guarantor") is the parent company of certain of the Original Developer Parties and as such will derive substantial benefit from the City's agreement to execute this Agreement. In consideration of and in order to induce the City to enter into this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby guaranties to the City the performance of all obligations and the payment of all amounts owed by Developer to the City hereunder. Guarantor agrees that the City and Developer may amend this Agreement without Guarantor's consent and without releasing Guarantor. In the event of a default by Developer under this Agreement, the City may proceed against Guarantor without exhausting its remedies against Developer or any other party. Guarantor hereby waives notice of acceptance, notice of default and any other notice of any kind. This Guaranty is binding upon the Guarantor and its heirs, representatives, successors and assigns.

ZILBER LTD., as Guarantor

By: _____
Name:--
____John W. Kersey
Title:-- Executive Vice President

STATE OF WISCONSIN)

_____)
_)ss

COUNTY OF MILWAUKEE)

The foregoing instrument was acknowledged before me this _____ day of September 2008, by John W. Kersey, Vice President of Whitley Bay Marina, Inc., who is personally known to me.

Notary Public, Wisconsin
My Commission expires:_____

BMD LAKEVIEW LAND LLC

By: _____
Name: Chad Navis
Title: Member

STATE OF WISCONSIN →
→ss
COUNTY OF MILWAUKEE →

The foregoing instrument was acknowledged before me this ____ day of September 2008,
by Chad Navis, Member of BMD LakeView Land LLC., who is personally known to me.

Notary Public, Wisconsin
My Commission expires: _____

**~~ARTHUR W. AND MARY ANN
WIGCHERS REVOCABLE TRUST
DATED APRIL 19, 1995~~**

By: _____
Name: Arthur W. Wigchers
Title: Trustee

STATE OF WISCONSIN →
→ss
COUNTY OF MILWAUKEE →

The foregoing instrument was acknowledged before me this ____ day of September 2008,
by Arthur W. Wigchers, Trustee of the Arthur W. and Mary Ann Wigchers Revocable Trust
Dated April 19, 1995, who is personally known to me.

Notary Public, Wisconsin
My Commission expires: _____

BERNACCHI PROPERTIES LLC

By: _____
Name: Thomas G. Bernacchi
Title: Member

STATE OF WISCONSIN →
→ss
COUNTY OF MILWAUKEE →

The foregoing instrument was acknowledged before me this ____ day of September 2008, by Thomas G. Bernacchi, Member of Bernacchi Properties LLC, who is personally known to me.

Notary Public, Wisconsin
My Commission expires: _____

KERSEY FAMILY LLC

By: _____
Name: John W. Kersey
Title: Member

STATE OF WISCONSIN →
→ss
COUNTY OF MILWAUKEE →

The foregoing instrument was acknowledged before me this ____ day of September 2008; _____, 2011, by John W. Kersey, Member of Kersey Family LLC Executive Vice President of Zilber Ltd., who is personally known to me.

Notary Public, Wisconsin
My Commission expires: _____

**EXHIBIT A
TO
DEVELOPMENT AGREEMENT**

Description of Property

All that part of the Southeast One-quarter (1/4) of Section Thirty-one (31), in Township Two (2) North, Range Twenty-two (22) East of the Fourth Principal Meridian in the City of Kenosha, County of Kenosha, State of Wisconsin, bounded and described as follows: Commencing at the Northeast corner of said Southeast 1/4 of Section 31 (being the East 1/4 corner); thence South 89°05'33" West, along the North line of said Southeast 1/4 also being the centerline of S.T.H. "158", 1008.56 feet; thence South 02°13'20" East, 70.02 feet to the South line of said S.T.H. "158" and the place of beginning; thence continuing South 02°13'20" East, 671.75 feet; thence North 89°17'37" East, 971.76 feet to the West line of CTH "HH" (also known as 104th Avenue); thence North 01°55'25" West, along said West line of CTH "HH", 45.09 feet; thence South 89°05'33" West, 17.00 feet; thence North 01°55'25" West, continuing along the West line of said CTH "HH", 500.01 feet; thence North 46°24'56" West, 185.44 feet to the South line of said S.T.H. "158"; thence South 89°05'33" West, along said South line, 828.22 feet to the place of beginning. Excepting land contained in Warranty Deed dated April 2, 1990 and recorded in the Office of the Register of Deeds for Kenosha County, Wisconsin on May 7, 1990 in Volume 1393 of Records at Page 350, as Document No. 841881.

Together with a non-exclusive easement for ingress and egress as contained in an Easement recorded on June 16, 1989 in Volume 1354 of Records at Page 77, as Document No. 822274.

**EXHIBIT B
TO
DEVELOPMENT AGREEMENT**

Description of Development

An industrial facility or facilities with an aggregate square footage of 100,000-195,000.

**EXHIBIT C
TO
DEVELOPMENT AGREEMENT**

Developer's Improvements

Hwy 158/104th Street (Kenosha, WI)

(ROUGH GRADING DEVELOPMENT COST DETAIL)

1	GRADING & OTHER EARTHWORK	\$209,275
2	EROSION CONTROL AND POND OUTLET	\$15,000
3	<u>City Required Deceleration Lanes (104th Ave)</u>	\$30,000
	<u>SUB TOTAL</u>	<u>\$254,275.00</u>

ALTERNATIVES

4a	SANITARY SEWER CONSTRUCTION (ALTERNATIVE #1 - GRAVITY)	\$74,950
	<u>ALTERNATIVE #1 TOTAL</u>	<u>\$329,225</u>

4b	SANITARY SEWER CONSTRUCTION (ALTERNATIVE #2 - Grinder Pump)	\$54,400
	<u>ALTERNATIVE #2 TOTAL</u>	<u>\$308,675</u>

Subtotal Development Cost Range	\$329,225	\$308,675
Development Cost & Design Requirement Contingency*	\$80,775	\$75,733
Design & Soft Costs	\$40,000	\$40,000
Legal Costs	\$15,000	\$15,000
<u>Total Development Cost Range</u>	<u>\$465,000</u>	<u>\$439,408</u>

*development design costs may change as a result of final City design requirements (e.g. storm-water management pond and desired sanitary sewer connection method)

**EXHIBIT D
TO
DEVELOPMENT AGREEMENT**

Project Plan

The Project Plan for Tax Incremental District No. 12 is on file in the office of the City Clerk and is incorporated herein by reference.

**EXHIBIT E
TO
DEVELOPMENT AGREEMENT**

(Form of the Bond)

UNITED STATES OF AMERICA
STATE OF WISCONSIN
COUNTY OF KENOSHA
CITY OF KENOSHA

**TAX INCREMENT PROJECT REVENUE BOND
(TOWNE INVESTMENTS PROJECT)**

<u>Number</u>	<u>Rate</u>	<u>Date of Original Issue</u>	<u>Amount</u>
R-	6.00 <u>5.00</u> %	<u>October 1, 2011</u>	Principal Amount, as defined herein

FOR VALUE RECEIVED, the City of Kenosha, Kenosha County, Wisconsin (the "City"), promises to pay to ~~Towne Realty, Inc., as designated payee for 5111 South 9th Street LLC, Whitley Bay Marina, Inc., BMD LakeView Land LLC, Arthur W. and Mary Ann Wigehers Revocable Trust dated April 19, 1995, Bernacchi Properties LLC and Kersey Family~~BPOK 3 LLC, or registered assigns, but only in the manner, at the times, from the source of revenue and to the extent hereinafter provided, the Principal Amount (as defined below) together with interest thereon from the date of original issue set forth above, or the most recent payment date to which interest has been paid, to the stated due dates of the principal installments of this Bond, at the rate per annum set forth above.

The "Principal Amount" of this Bond shall be a principal amount equal to the actual cost of the Developer's Improvements (as such term is defined in the Amended and Restated Development Financing Agreement dated as of _____, 2008, between the City and ~~5111 South 9th Street LLC, a Wisconsin limited liability company, Whitley Bay Marina, Inc., a Florida corporation, BMD LakeView Land LLC, a Wisconsin limited liability company, Arthur W. and Mary Ann Wigehers Revocable Trust dated April 19, 1995, Bernacchi Properties LLC, a Wisconsin limited liability company and Kersey Family LLC, a Wisconsin limited liability company~~BPOK 3 LLC (the "Development Agreement")) but not to exceed \$465,000. The Principal Amount shall be determined initially as of the date of issuance of the Bond based on the costs paid by the Developer on the Developer's Improvements as of that date, and shall be redetermined as of October 1 of each year, as provided in Section 1.3 of the Development Agreement. A final determination of the Principal Amount of the Bond shall be made as of October 1, ~~2010~~2015, as provided in Section 1.3 of the Development Agreement.

For each Bond Year (defined below), interest shall accrue only on the outstanding Principal Amount of the Bond determined as of the first day of that Bond Year. The outstanding Principal Amount of the Bond as of any date shall be reduced by the amount of any principal

payments previously made on the Bond. For purposes of this Bond, "Bond Year" shall mean the one year period commencing on each October 1 and ending on the following September 30, except that the first Bond Year shall commence on the date of original issue of this Bond and end on September 30, ~~2010-2012~~.

Assuming that the Principal Amount of the Bond is equal to the maximum Principal Amount (\$465,000), this Bond shall be payable in installments of principal due on October 1, in each of the years and amounts as follows:

<u>Year</u>	<u>Principal</u>	<u>Year</u>	<u>Principal</u>
2011	\$15,046	2020	\$25,419
2012	15,948	2021	26,945
	17,995		27,916
2013	16,905	2022	28,561
	895		312
2014	17,920	2023	30,275
	840		778
2015	18,995	2024	32,092
	832		317
2016	20,135	2025	34,017
	873		932
2017	21,343	2026	36,058
	967		629
2018	22,623	2027	38,222
	115		410
2019	23,984	2028	40,515
	321		281
2020	26,587		

In the event that the total cost of the Developer's Improvements and therefore the final Principal Amount of the Bond is less than \$465,000, there shall be a reduction in the principal installments of the Bond beginning with the final maturity and then proceeding to the next preceding maturity until the total of the principal installments on the Bond is equal to the cost of the Developer's Improvements.

Interest shall be payable on October 1 in each year, commencing on October 1, ~~2010~~2012 (the "Bond Payment Dates").

This Bond has been issued to finance projects which are a part of the City's industrial development utility, pursuant to Article XI, Section 3 of the Wisconsin Constitution and Section 66.0621, Wisconsin Statutes and acts supplementary thereto, and is payable only from the income and revenues herein described, which income and revenues have been set aside as a special fund for that purpose and identified as the "Special Redemption Fund." This Bond is issued pursuant to a ~~resolution~~resolutions adopted on _____, 2008, and _____, 2011, by the Common Council of the City (the "Resolution") and the Development Agreement. This Bond does not constitute an indebtedness of the City within the meaning of any constitutional or

statutory limitation or provision. The principal of and interest on this Bond shall be payable solely from Tax Increments (as defined in the Development Agreement) received by the City with respect to its Tax Incremental District No. 12 which are appropriated by the Common Council to the payment of this Bond (the "Revenues"). Reference is hereby made to said Resolution for a more complete statement of the revenues from which and conditions under which this Bond is payable, and the general covenants and provisions pursuant to which this Bond has been issued.

Revenues shall be applied first to the payment of any interest due on the Bond Payment Date and then to the payment of any principal due on that Bond Payment Date.

If on any Bond Payment Date there shall be insufficient Revenues appropriated to pay the principal or interest due on this Bond, the amount due but not paid shall accumulate and be payable on the next Bond Payment Date until the final Bond Payment Date. Interest at the rate of 6.050% per annum shall be paid on such unpaid amounts of principal and interest. No principal payment shall be made on any Bond Payment Date to the extent that payment of such principal would cause the aggregate amount of principal paid on the Bond to exceed the cost of the Developer's Improvements as determined as of that date in accordance with the terms of the Development Agreement. The City shall have no obligation to pay any amount of principal or interest on this Bond which remains unpaid after the final Bond Payment Date and the owner of this Bond shall have no right to receive payment of such amounts.

This Bond (a) shall be prepaid on each Bond Payment Date in an amount equal to the amount by which the Tax Increments collected by the City in that Bond Year and appropriated to payment of this Bond exceed the amount of principal and interest due on the Bond Payment Date and (b) is subject to prepayment in whole or from time to time in part at any time, at the option of the City. The amounts and maturities of the installments of principal of the Bond which are to be prepaid shall be selected by the City.

The City makes no representation or covenant, express or implied, that the Tax Increments or other Revenues will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The City's payment obligations hereunder are subject to appropriation by the Common Council of Tax Increments to make payments due on this Bond.

This Bond is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the source and subject to the qualifications stated or referenced herein. This Bond is not a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of this Bond and no property or other asset of the City, except the above-referenced Revenues, is or shall be a source of payment of the City's obligations hereunder.

This Bond is issued by the City pursuant to and in full conformity with the Constitution and laws of the State of Wisconsin.

This Bond may be transferred or assigned in whole or in part, only with the consent of the City on the terms and conditions set forth in the Resolution. In order to transfer or assign the

Bond, the transferee or assignee shall surrender the same to the City either in exchange for a new fully registered bond or for transfer of this Bond on the registration records for the Bond maintained by the City. Each permitted transferee or assignee shall take this Bond subject to the foregoing conditions and subject to all provisions stated or referenced herein.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time.

IN WITNESS WHEREOF, the Common Council of the City of Kenosha, Kenosha County, Wisconsin, has caused this Bond to be signed on behalf of said City by its duly qualified and acting Mayor and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF KENOSHA,
KENOSHA COUNTY, WISCONSIN

(SEAL)

By _____
Mayor

By _____
City Clerk

REGISTRATION PROVISIONS

This Bond shall be registered in registration records kept by the City Clerk of the City of Kenosha, Kenosha County, Wisconsin, such registration to be noted in the registration blank below and upon said registration records, and this Bond may thereafter be transferred only upon presentation of this Bond together with a written instrument of transfer approved by the City and duly executed by the Registered Owner or his attorney, such transfer to be made on such records and endorsed hereon.

Date of
Registration

Name of
Registered Owner

Signature of
City Clerk

~~Towne Realty, Inc., as designated
payee for 5111 South 9th Street
LLC, Whitley Bay Marina, Inc.,
BMD LakeView Land LLC,
Arthur W. and Mary Ann
Wighers Revocable Trust dated
April 19, 1995, Bernacchi
Properties LLC and Kersey
Family BPOK 3 LLC~~

**KEITH G. BOSMAN
MAYOR**



*CITY OF KENOSHA
625 - 52nd Street
Kenosha, Wisconsin 53140
(262) 653-4000
Fax (262) 653-4010*

February 3, 2011

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby appoint Janet Dietrich, 5721 6th Avenue, Kenosha to the Lakeshore Business Improvement Board of Directors to fulfill an unexpired term which will expire November 18, 2012. Ms. Dietrich filed her Statement of Economic Interest form on December 22, 2010.

Ms. Dietrich is the owner/operator of the "Seat Yourself", a used furniture store in downtown Kenosha. She has twenty-five plus years of retail management background at big box retailers, including Value City and most recently the Marshalls store here in Kenosha. Prior to moving back to Kenosha, she and her husband were business owners in Missouri. She looks forward to sharing the character and history within her business establishment walls with the community.

I am confident Ms. Dietrich will be a conscientious and hard-working member of the Lakeshore BID Board of Directors.

Sincerely,
CITY OF KENOSHA

A handwritten signature in black ink, appearing to be 'KB' followed by a long horizontal stroke.

Keith G. Bosman
Mayor

KGB:jd

**KEITH G. BOSMAN
MAYOR**



*CITY OF KENOSHA
625 - 52nd Street
Kenosha, Wisconsin 53140
(262) 653-4000
Fax (262) 653-4010*

February 3, 2011

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby appoint Maria Caravati, 5901 6th Avenue, Kenosha to the Lakeshore Business Improvement Board of Directors for a three-year term which will expire November 18, 2013. Ms. Caravati filed her Statement of Economic Interest form on January 7, 2011.

Ms. Caravati is the owner/operator of *Equinox – The Body and Soul Boutique*, a successful downtown business and building, since 2000. Ms. Caravati was a member of the BID Board of Directors from 2000 to 2008 and was active in many programs initiated during the time. She specifically was responsible for creating and designing the Winter evergreen baskets and coordinating their installation as well as the 75 hanging flower baskets during the warm weather months. She also created the 50 barrel flower baskets and created the "Adopt a Basket" project.

I am confident Ms. Caravati will again be a conscientious and hard-working member of the Lakeshore BID Board of Directors.

Sincerely,
CITY OF KENOSHA

A handwritten signature in black ink, appearing to be 'KB' followed by a long, sweeping horizontal line.

Keith G. Bosman
Mayor

KGB:jd

**KEITH G. BOSMAN
MAYOR**



*CITY OF KENOSHA
625 - 52nd Street
Kenosha, Wisconsin 53140
(262) 653-4000
Fax (262) 653-4010*

February 3, 2011

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby appoint Christopher Brandt, 512 70th Street, Kenosha to the Transit Commission to fulfill an unexpired term which will expire June 7, 2012. Mr. Brandt filed a Statement of Economic Interest on January 21, 2011.

Mr. Brandt has been a Senior Risk Analyst for Lake County Government for the past three years. He evaluates contracts, proposals, insurance certificates and other documents provided by prospective contractors; develops and coordinates all safety and loss control functions for all departments and assists in the development of the \$10 million dollar Risk Management budget. He has also been a Product Liability Insurance Adjuster, Claims Specialist and Account Analyst. He looks forward to working with the Transit Department to fulfill the transportation needs of Kenosha's citizens.

I am confident Mr. Brandt will be a conscientious and hardworking member of the Transit Commission.

Sincerely,
CITY OF KENOSHA

A handwritten signature in black ink, appearing to be 'KB' followed by a long, sweeping horizontal line.

Keith G. Bosman
Mayor

KGB:jd



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

DEPARTMENT OF PUBLIC WORKS

Ronald L. Bursek, P.E., Director

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

January 27, 2011

To: G. John Ruffolo, Chairman,
Public Works Committee

From: Michael M. Lemens, P.E. _____
Director of Engineering /City Engineer

Subject: Project: 11-1209 Salt Storage Facility

Location: 6415 35th Avenue

The Department of Public Works, Engineering Division has opened bids for the above referenced project. Engineer's Estimate was \$815,000.00. Budget amount is \$900,000.00.

This project consists of construction of a Salt Storage Facility together with foundations, electrical, framework, roofing, site earthwork and grading.

Following is the list of bidders:

	Base Bid	Alternate Bid	Bid Total
Camosy Construction, Kenosha, WI	\$654,884.50	\$24,484.00	\$679,368.50
Bane Nelson, Kenosha, WI	\$667,818.55	\$19,680.50	\$687,499.05
Engineered Buildings, Milwaukee, WI	\$676,075.00	\$23,655.00	\$699,730.00
Scherrer Construction, Burlington, WI	\$700,986.50	\$19,750.70	\$720,737.20
Willkomm Enterprises, Union Grove, WI	\$712,702.00	\$26,107.50	\$738,809.50
Absolute Construction Enterprises, Racine, WI	\$790,688.80	\$25,313.60	\$816,002.40
Platt Construction, Franklin, WI	\$862,069.00	\$22,192.50	\$884,261.50

It is recommended that this contract be awarded to Camosy Construction, Kenosha, Wisconsin, for the base bid amount of \$679,368.50 plus \$24,484.00 for alternate bid plus \$70,631.50 in contingency for unforeseen conditions (if needed), for total award amount of \$750,000.00. Funding is from CIP Line Items OT-08-002 and OT-10-002.

MML/kjb

cc: Carol Stancato, Director of Finance
Common Council Agenda Item #J.1

**CITY OF KENOSHA
SCHEDULES OF DISBURSEMENTS**

Disbursement Record 1

Approved by Council _____

The Finance Committee reviewed the attached listing of disbursements for the period from 01/01/11 through 01/15/11 and have approved the disbursements as follows:

1. Checks numbered from 101594 through 102275 as shown on attached listing consisting of:

a. Debt Service	-0-
b. Investments	-0-
c. All Other Disbursements	9,602,735.11
SUBTOTAL	9,602,735.11

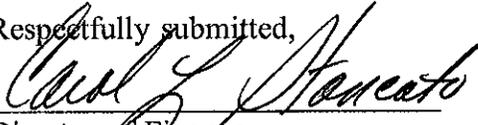
PLUS:

2. City of Kenosha Payroll Wire Transfers from the same period:	1,265,106.10
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TOTAL DISBURSEMENTS APPROVED	10,867,841.21
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David Bogdala	Daniel Prozanski Jr.
Katherine Marks	Eric Haugaard
Tod Ohnstad	Theodore Ruffalo

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

Respectfully submitted,

 Director of Finance

(disbursementsblank.share.fin)

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

PREPARED FOR: Finance Committee

ITEM: Disbursement Record #1

ESTIMATED FINANCIAL IMPACT:

No additional fiscal note needed.

Date Prepared: 01/24/11

Prepared By: 

Reviewed By: 

START DATE FOR SUMMARY: 1/01 END DATE FOR SUMMARY: 1/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101594	1/05	BINDELLI BROTHERS, INC	110-09-56501-259-569	12/10 704 75 ST	700.00
			110-09-56501-259-569	12/10 5130 33 AVE	264.20
			110-09-56501-259-569	12/10 3904 14 AVE	152.12
			110-09-56501-259-569	12/10 4017 14 AVE	72.12
			110-09-56501-259-569	12/10 4026 SHER RD	72.12
				..... CHECK TOTAL	1,260.56
101595	1/05	RNOW, INC.	630-09-50101-393-000	12/10 PARTS/MATERIAL	814.67
101596	1/05	VIKING ELECTRIC SUPPLY	501-09-50105-246-000	12/10-ST ELECTRICAL	23.11
101597	1/05	GENERAL COMMUNICATIONS, INC.	110-02-52203-369-000	11/10-FD MISC. ITEMS	31.00
101598	1/05	KEN-CRETE PRODUCTS CO., INC.	501-09-50105-355-000	11/10-SW CONCRETE/MA	6,407.65
			501-09-50105-355-000	12/10-SW CONCRETE/MA	341.11
			110-05-55109-354-000	11/10-PA MATERIALS	286.16
				..... CHECK TOTAL	7,034.92
101599	1/05	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	12/4/10 J PETERSON	12.90
101600	1/05	KENOSHA NEWS	520-00-18751-000-000	10/10 METRA BIDS EXT	90.00
			110-01-50101-321-000	12/10 TREASURER NTC	58.46
				..... CHECK TOTAL	148.46
101601	1/05	TRAFFIC & PARKING CONTROL CO	110-03-53110-372-000	12/10 TRAFFIC SIGNS	637.70
101602	1/05	WE ENERGIES	110-03-53109-221-000	#1 11/08-12/09	1,651.62
			110-03-53109-221-000	#1 11/16-12/16	1,359.87
			110-03-53109-221-000	#1 11/11-12/14	1,347.02
			110-03-53109-221-000	#1 11/15-12/15	1,194.06
			110-02-52203-221-000	#1 11/09-12/13	937.54
			110-03-53109-221-000	#1 11/15-12/16	937.41
			110-03-53109-221-000	#1 11/09-12/12	834.54
			110-02-52203-221-000	#1 11/09-12/12	563.17
			110-03-53109-221-000	#1 11/14-12/15	443.58
			110-03-53109-221-000	#1 11/09-12/13	401.91
			110-02-52203-222-000	#1 11/08-12/09	371.46
			110-05-55109-221-000	#1 11/14-12/15	323.11
			110-03-53116-221-000	#1 11/14-12/15	297.25
			110-05-55109-221-000	#1 11/08-12/09	292.68
			110-02-52203-222-000	#1 11/09-12/12	262.47
			110-05-55109-221-000	#1 11/11-12/14	196.64
			110-05-55102-221-000	#1 11/11-12/14	142.86
			110-05-55109-222-000	#1 11/08-12/13	109.10
			110-05-55102-221-000	#1 11/10-12/13	79.70
			110-05-55109-221-000	#1 11/06-12/06	63.19
			110-05-55109-221-000	#1 11/15-12/16	37.56
			632-09-50101-221-000	#1 11/14-12/15	34.38

START DATE FOR SUMMARY: 1/01 END DATE FOR SUMMARY: 1/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			519-09-50106-221-000	#1 11/08-12/09	29.97
			110-05-55109-221-000	#1 11/06-12/08	20.28
			110-05-55109-221-000	#1 11/10-12/13	18.71
			110-05-55109-222-000	#1 11/10-12/13	9.57
			110-05-55109-222-000	#1 11/06-12/08	9.28
				..... CHECK TOTAL	11,968.93
101603	1/05	WE ENERGIES	269-06-50214-259-000	#5206741 UTILITIES	109.02
			269-06-50218-259-000	#5206757 UTILITIES	86.03
			269-06-50216-259-000	#5206391 UTILITIES	82.85
			269-06-50217-259-000	#5206490 UTILITIES	73.81
			269-06-50217-259-000	#5306940 UTILITIES	44.87
			269-06-50221-259-000	#5206448 UTILITIES	41.97
			269-06-50220-259-000	#5206877 UTILITIES	34.39
			269-06-50219-259-000	#5206918 UTILITIES	28.32
			269-06-50215-259-000	#5206972 UTILITIES	27.46
			269-06-50213-259-000	#5206951 UTILITIES	3.84
				..... CHECK TOTAL	532.56
101604	1/05	KENOSHA WATER UTILITY	269-06-50216-259-000	#5206394 UTILITIES	76.60
			269-06-50217-259-000	#5206499 UTILITIES	41.27
			269-06-50219-259-000	#5206917 UTILITIES	30.71
			269-06-50221-259-000	#5206476 UTILITIES	28.19
			269-06-50212-259-000	#5206947 UTILITIES	28.19
			269-06-50220-259-000	#5206874 UTILITIES	27.19
			269-06-50215-259-000	#5206975 UTILITIES	27.19
			269-06-50214-259-000	#5206738 UTILITIES	20.70
			269-06-50214-259-000	#5206736 UTILITIES	12.26
			269-06-50211-259-000	#5206958 UTILITIES	9.26
				..... CHECK TOTAL	301.56
101605	1/05	WIS FUEL & HEATING INC	630-09-50101-393-000	12/10 CE LUBRICANTS/	4,157.10
101606	1/05	BATTERIES PLUS LLC	110-02-52103-385-000	LAPTOP BATTERY	697.50
			110-02-52103-385-000	3V LITHIUM CRS	109.90
			110-02-52103-385-000	3V LITHIUM 123,	59.80
				..... CHECK TOTAL	867.20
101607	1/05	CITIES & VILLAGES MUTUAL INS	110-09-56402-219-000	2010 LIAB CLAIM CHG	8,925.00
			110-09-56405-219-000	'11 W/C QTR 1 ADMN	6,000.00
				..... CHECK TOTAL	14,925.00

START DATE FOR SUMMARY: 1/01 END DATE FOR SUMMARY: 1/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101608	1/05	SHORT ELLIOTT HENDRICKSON	409-11-50804-219-000	11/10-AMENDMENT #3	2,657.20
101609	1/05	OFFICEMAX	110-01-52001-311-000	12/10 MC #1692 OFFC	1,607.39
			110-01-51303-311-000	12/10 HR #1693 OFFC	843.73
			110-02-52103-311-000	12/10 PD #1671 OFFC	317.68
			110-01-51701-311-000	12/10 CD #1674 OFFC	307.25
			110-01-51701-311-000	12/10 CD #1674 OFFC	286.24
			110-02-52103-311-000	12/10 PD #1691 OFFC	192.53
			110-03-53103-311-000	12/10 ST #1688 OFFC	159.66
			110-02-52601-311-000	12/10 DH #1690 OFFC	35.06
			521-09-50101-311-000	12/10 AR #1689 OFFC	29.66
			110-02-52201-311-000	12/10 FD #1645 OFFC	26.50
			110-02-52201-311-000	12/10 FD #1680 OFFC	22.26
			110-02-52201-311-000	12/10 FD #1681 OFFC	15.28
			110-01-51701-311-000	12/10 CD #1674 OFFC	3.94
			110-02-52103-311-000	12/10 PD #1691 RETRN	11.59CR
			110-01-51701-311-000	12/10 CD #1674 RETRN	245.80CR
				..... CHECK TOTAL	3,589.79
101610	1/05	LINCOLN CONTRACTORS SUPPLY	501-09-50105-344-000	11/10-ST TOOLS/SUPPL	57.70
101611	1/05	EMS MEDICAL BILLING ASSOC.	206-02-52205-219-000	10/10 & 11/10 FEES	27,064.62
			206-02-52205-219-000	10/10 & 11/10	1,657.46
			110-00-46209-999-000	10/10 SERVICES	348.38
			110-00-46209-999-000	11/10 SERVICES	315.38
				..... CHECK TOTAL	29,385.84
101612	1/05	INGENIX SUBROGATION SERVICES	110-09-56404-719-000	B LOTT DOL 1/26/09	1,077.32
			110-09-56404-719-000	THOMAS DOL 1/26/09	218.53
				..... CHECK TOTAL	1,295.85
101613	1/05	SCHOONE, LEUCK, KELLEY,	110-09-56404-719-000	B LOTT DOL 1/26/09	7,922.68
			110-09-56404-719-000	THOMAS DOL 1/26/09	781.47
				..... CHECK TOTAL	8,704.15
101614	1/05	STRAND ASSOCIATES, INC.	403-11-51009-589-000	11/10 SEWER EVAL	17,753.04
101615	1/05	MANDLIK & RHODES INFORMATION	501-09-50102-219-000	12/10 COUPON REDMTP	1,704.00
			501-09-50102-219-000	12/10 RETAIL INCNTV	68.16
			501-09-50102-219-000	12/10 POSTAGE	8.75
			501-09-50102-219-000	12/10 PER CHECK FEE	1.50
			501-09-50102-219-000	12/10 POSTAGE FEE	1.32
				..... CHECK TOTAL	1,783.73

START DATE FOR SUMMARY: 1/01 END DATE FOR SUMMARY: 1/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101616	1/05	HOERNEL LOCK & KEY, INC.	521-09-50101-344-000	12/10-AR LOCKS & KEY	115.00
101617	1/05	LAKESIDE INTERNATIONAL TRUCK	630-09-50101-393-000	11/10 CE PARTS-MATER	1,966.85
			520-09-50201-347-000	11/10 TD BUS PARTS/M	643.12
				..... CHECK TOTAL	2,609.97
101618	1/05	HUMANA CLAIMS	611-09-50101-155-527	12/23/10 MED CLAIMS	155,792.48
			611-09-50101-155-527	12/27/10 MED CLAIMS	123,597.93
			611-09-50101-155-527	12/28/10 MED CLAIMS	23,389.06
			611-09-50101-155-527	12/27/10 PHARMACY	21,705.50
			611-09-50101-155-527	12/24/10 PHARMACY	6,667.21
			611-09-50101-155-527	12/28/10 PHARMACY	5,133.95
			611-09-50101-155-527	12/23/10 PHARMACY	2,110.32
			611-09-50101-155-527	12/24/10 MED CLAIMS	1,292.37
				..... CHECK TOTAL	339,688.82
101619	1/05	PIONEER COMMERCIAL CLEANING	110-01-51801-243-000	12/10 JANITORIAL SER	3,330.00
			110-01-51801-243-000	12/10 JANITORIAL SER	125.00
				..... CHECK TOTAL	3,455.00
101620	1/05	MC CANN ASSOCIATES	110-01-51303-219-000	REISSUE CK 100164	5,000.00
			110-02-52206-219-000	REISSUE CK 100164	213.00
				..... CHECK TOTAL	5,213.00
101621	1/05	KETCHUM	110-01-51201-311-000	CAT LICENSE TAGS	61.15
101622	1/05	US CELLULAR	501-09-50103-226-000	12/10 SW-CELL AIRTM	14.22
			501-09-50103-226-000	12/10 SW-CELL SERVC	3.70
				..... CHECK TOTAL	17.92
101623	1/05	HENRY SCHEIN	611-09-50101-155-504	NURSE PRACT SUPP	18.39
101624	1/05	INDEPENDENT INSPECITONS LTD	110-02-52601-219-000	11/10 INSPECTION SVC	240.00
101625	1/05	MALSACK, J	463-11-50802-219-000	12/10 SNOW REMVL-A	1,097.25
			461-11-51001-581-000	12/10 SNOW REMOVL-B	1,002.25
			401-11-50712-581-000	12/10 SNOW REMOVL-C	622.25
			463-11-50802-219-000	12/10 5410/5430 SNO	78.37
			758-09-50106-259-850	12/10 SNOW - 91304	54.04
			758-09-50105-259-850	12/10 SNOW - 91303	54.04
			758-09-50104-259-850	12/10 SNOW - 91302	54.04
			758-09-50103-259-850	12/10 SNOW - 91301	54.04
			758-09-50110-259-850	12/10 SNOW - 91308	54.03
			758-09-50109-259-850	12/10 SNOW - 91307	54.03
			758-09-50108-259-850	12/10 SNOW - 91306	54.03
			758-09-50107-259-850	12/10 SNOW - 91305	54.03
				..... CHECK TOTAL	3,232.40

START DATE FOR SUMMARY: 1/01 END DATE FOR SUMMARY: 1/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101626	1/05	LETTERING MACHINE	110-02-52206-367-000	12/10 SHIRTS	220.00
			110-02-52206-367-000	12/10 SWEATSHIRTS	102.00
			110-02-52206-367-000	12/10 POLOS	90.00
				..... CHECK TOTAL	412.00
101627	1/05	INSTY-PRINTS	110-03-53107-311-000	12/10 ST-SNOW ROUTE	154.43
101628	1/05	KUEMMERLING, INC., KARL	110-03-53113-361-000	MISC CUTTING TOOLS	964.77
101629	1/05	FASTENAL COMPANY	630-09-50101-393-000	12/10 SE TOOLS OR MA	23.14
101630	1/05	CDW-G	110-01-51102-539-000	12/10 DP COMPUTER EQ	2,940.00
101631	1/05	WAUSAU EQUIPMENT CO.	630-09-50101-393-000	12/10-SE PARTS/MATER	1,003.28
101632	1/05	O'CONNOR, DUMEZ,	110-09-56402-219-000	BADURA DOL 01/7/08	2,024.00
			110-09-56402-219-000	MILLER 10/25/03	1,496.00
			110-09-56402-219-000	GAAL 10/21/07	638.00
			110-09-56402-219-000	ZELADA 06/05/09	132.00
			110-09-56402-219-000	WILMOT 07/04/08	77.00
		..... CHECK TOTAL	4,367.00		
101633	1/05	FORCE AMERICA	630-09-50101-393-000	12/10 SE PARTS/MATER	2,023.84
			630-09-50101-393-000	PUMP CLUTCH	1,396.17
			630-09-50101-393-000	HYD. PUMP	425.42
		..... CHECK TOTAL	3,845.43		
101634	1/05	MENARDS (KENOSHA)	110-03-53103-357-000	12/10-ST MERCHANDISE	287.54
			110-03-53103-357-000	12/10-ST MERCHANDISE	287.54
			110-03-53107-344-000	12/10-ST MERCHANDISE	283.20
			110-03-53103-357-000	12/10-ST MERCHANDISE	282.08
			110-03-53103-389-000	12/10-ST MERCHANDISE	186.10
			110-05-55109-357-000	12/10-PA MERCHANDISE	176.34
			110-05-55109-246-000	12/10-PA MERCHANDISE	60.37
			110-03-53103-389-000	12/10-ST MERCHANDISE	57.96
			110-03-53107-389-000	12/10-ST MERCHANDISE	29.94
			110-03-53103-389-000	12/10-ST MERCHANDISE	23.47
		..... CHECK TOTAL	1,674.54		
101635	1/05	GUNTA & REAK, S.C.	110-09-56402-219-000	HARPER 10/6/06	9,911.45

START DATE FOR SUMMARY: 1/01 END DATE FOR SUMMARY: 1/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101636	1/05	HERO'S SALUTE AWARDS COMPANY	110-02-52203-389-000	11/10 AWARD/PLAQUES	183.25
101637	1/05	NATIONAL PEN CO., LLC	110-02-52110-311-000	PENCILS, ASSORTED	630.94
101638	1/05	HALLMAN LINDSAY	110-05-55109-244-000	12/10-PA PAINT/PRODU	27.24
			110-05-55109-244-000	12/10-PA PAINT/PRODU	17.82
				..... CHECK TOTAL	45.06
101639	1/05	MOTION INDUSTRIES	630-09-50101-393-000	12/10-SE#2645 MERCHA	111.45
101640	1/05	GATEWAY TECH COLLEGE	110-02-52107-264-000	12 REG FEES 9/27-30	877.60
			110-02-52107-264-000	11 REG FEES 9/13-16	820.60
			110-02-52107-264-000	10 REG FEES 9/21-23	746.00
			110-02-52107-264-000	REG R. PFEFFER 10/4	175.32
				..... CHECK TOTAL	2,619.52
101641	1/05	CMRS/PITNEY BOWES	110-01-51306-312-000	01/11 REPLENISH	5,000.00
101642	1/05	UPBEAT INC	110-01-51801-246-984	COTTON CORE ROPE	73.36
101643	1/05	SLANA, V STEPHEN, M.D.	110-09-56405-161-000	11/15/10 J DECKER	112.20
101644	1/05	AURORA MEDICAL GROUP	110-01-51303-216-000	10/10 SCREENS	371.50
101645	1/05	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	11/26/10 M CURI	182.75
101646	1/05	AURORA HEALTH CARE	110-09-56405-161-000	11/19/10 J BILL	214.72
			110-09-56405-161-000	11/19/10 J BILL	199.76
			110-09-56405-161-000	8/18/10 W FOSTER	105.60
			110-09-56405-161-000	8/18/10 W FOSTER	103.84
			110-09-56405-161-000	8/18/10 W FOSTER	103.84
			110-09-56405-161-000	8/18/10 W FOSTER	88.00
				..... CHECK TOTAL	815.76
101647	1/05	STONERIVER PHARMACY SOLUTION	110-09-56405-161-000	8/18/10 W FOSTER	76.12
			110-09-56405-161-000	11/19/10 J BILL	15.31
			110-09-56405-161-000	11/19/10 J BILL	10.59
				..... CHECK TOTAL	102.02
101648	1/05	SMARTVALUE	206-00-13107-000-000	S AMBROSE 6/10/08	158.00

START DATE FOR SUMMARY: 1/01 END DATE FOR SUMMARY: 1/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101649	1/05	LGIP LIBRARY	110-00-21804-000-000	1/03/11 WIRE TRANS	382,000.00
101650	1/05	LGIP MUSEUM	110-00-21805-000-000	1/3/11 WIRE TRANS	139,200.00
101651	1/05	WEA TRUST	206-00-13107-000-000	R WILSON 2/17/10	80.89
101652	1/05	DUNN, DANYANNA	110-00-21905-000-000	ORIBILETTI-12/26/10	100.00
101653	1/05	FECZKO, CHARLENE	110-00-21905-000-000	BEACH HOUSE-12/25/10	300.00
101654	1/05	VIJESURIER, LESA	110-00-46394-000-000	APPLIANCE STICKER	15.00
101655	1/05	SCHROEDER, RICHARD P.	110-01-51701-261-000	9/10-12/10 87 MILES	43.50
101656	1/05	STRUPP, WILLIAM	520-09-50101-367-000	2010 UNIFORM ALLOW	122.28
101657	1/05	HILL, SUSAN E.	110-01-51303-261-000	9/10 92 MILES	46.00
101658	1/05	WOJTAK, RONALD	110-09-56305-166-000	FULL PPD INSTLMNT	2,079.04
101659	1/05	FORSBERG, KAREN	110-01-51201-261-000	10/10 26 MILES	13.00
101660	1/05	CLARK, KAREN	520-09-50101-367-000	2010 UNIFORM ALLOW	40.52
101661	1/07	A & B PRO HARDWARE	110-02-52203-246-000	12/10 FD SUPPLIES &	70.00
			110-01-51801-389-000	12/10 MB SUPPLIES &	25.51
			284-06-50302-259-000	35206926 LOCK	13.50
			110-02-52203-344-000	12/10 FD SUPPLIES &	9.00
			110-03-53116-389-000	12/10 WA SUPPLIES &	8.80
			110-02-52206-344-000	12/10 FD SUPPLIES &	5.00
				..... CHECK TOTAL	131.81
101662	1/07	ACE HARDWARE	110-05-55106-246-000	10/10 PA MERCHANDISE	276.83
			110-03-53103-361-000	10/10 ST MERCHANDISE	78.98
			110-02-52601-361-000	11/10 DH MERCHANDISE	72.96
			110-03-53103-353-000	11/10 ST MERCHANDISE	59.96
			110-05-55109-361-000	10/10 PA MERCHANDISE	33.16
			110-03-53103-385-000	10/10 ST MERCHANDISE	25.96
			110-05-55109-249-000	10/10 PA MERCHANDISE	25.47
			110-01-51801-389-000	11/10 MB MERCHANDISE	20.28
			110-03-53109-375-000	10/10 ST MERCHANDISE	17.68
			632-09-50101-246-000	10/10 SE MERCHANDISE	15.57
			110-03-53107-353-000	10/10 ST MERCHANDISE	9.98
			110-03-53103-389-000	10/10 ST MERCHANDISE	9.79
			110-05-55109-244-000	10/10 PA MERCHANDISE	9.58
			110-03-53116-246-000	10/10 WA MERCHANDISE	9.58
			 CHECK TOTAL	665.78

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101663	1/07	RNOW, INC.	630-09-50101-393-000	12/10-SE PARTS/MATER	40.01
101664	1/07	CLERK OF CIRCUIT COURT	110-01-50301-219-000	DOCKET FEE 10SC3280	12.50
101665	1/07	GODFREY & KAHN, SC	110-01-51301-219-000	10/10 LEGAL SERVICE	14,546.03
101666	1/07	CARDINAL HEALTH	206-02-52205-318-000	12/10 MEDICAL SUPPLI	790.66
			206-02-52205-318-000	12/10 MEDICAL SUPPLI	282.66
			206-02-52205-318-000	12/10 MEDICAL SUPPLI	102.02
				..... CHECK TOTAL	1,175.34
101667	1/07	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	1/07/11 CITY HRLY	15,473.25
			110-00-21562-000-000	1/07/11 WATER HRLY	4,229.85
			110-00-21562-000-000	1/07/11 MUSEUM HRLY	205.00
				..... CHECK TOTAL	19,908.10
101668	1/07	LABOR PAPER, THE	110-01-50101-321-000	11/01/10 CC MINUTES	630.00
			110-01-50101-321-000	11/10 ZONING ORDS	36.28
			110-01-50101-321-000	11/10 1ST/2ND ORDS	29.14
			110-01-50101-321-000	12/10 1ST/2ND ORDS	27.88
			110-01-50101-321-000	11/29/10 CC MINUTES	22.84
				..... CHECK TOTAL	746.14
101669	1/07	KENOSHA NEWS	110-01-51301-311-000	10/10 CHRYSLER AD	290.00
101670	1/07	SHERWIN WILLIAMS CO.	403-11-50904-589-000	PAINT FOR TRUCK WASH	4,673.90
			403-11-50904-589-000	PAINT FOR TRUCK WASH	3,866.44
			403-11-50904-589-000	P.O.#101183 RETURN	1,807.60CR
				..... CHECK TOTAL	6,732.74
101671	1/07	WILLKOMM INC., JERRY	520-09-50106-341-000	12/10-TD DIESEL FUEL	20,777.77
			521-09-50101-341-000	12/10-AR FUEL	1,037.00
				..... CHECK TOTAL	21,814.77
101672	1/07	WE ENERGIES	110-03-53109-221-000	#2 11/18-12/21	2,387.01
			110-03-53109-221-000	#2 11/21-12/22	2,294.93
			110-03-53109-221-000	#2 11/16-12/19	1,389.78
			110-03-53109-221-000	#2 11/18-12/22	1,261.87
			110-05-55109-221-000	#2 11/15-12/21	1,157.43
			110-03-53116-221-000	#2 11/16-12/20	965.28
			110-05-55106-222-000	#2 11/19-12/22	928.21
			110-05-55111-221-000	#2 11/17-12/20	801.30
			110-03-53109-221-000	#2 11/17-12/20	750.78
			522-05-50102-221-000	#2 11/18-12/16	682.20
			522-05-50102-221-000	#2 11/18-12/21	663.75
			110-03-53109-221-000	#2 11/18-12/20	574.13
			110-05-55109-221-000	#2 11/16-12/19	523.63
			110-05-55109-221-000	#2 11/17-12/20	463.98
			110-03-53117-221-000	#2 11/17-12/20	334.01

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-03-53109-221-000	#2 11/22-12/22	227.83
			110-05-55109-222-000	#2 11/16-12/19	117.50
			522-05-50102-221-000	#2 11/16-12/19	77.55
			110-05-55109-221-000	#2 11/18-12/21	30.65
			522-05-50102-222-000	#2 11/16-12/19	9.57
				..... CHECK TOTAL	15,641.39
101673	1/07	WE ENERGIES	758-09-50106-259-850	11/10-12/13 UTILS	121.31
			286-06-50302-259-000	35206924 UTILITIES	101.31
			284-06-50302-259-000	#5207023 UTILITIES	94.13
			286-06-50302-259-000	#5206923 UTILITIES	12.40
				..... CHECK TOTAL	329.15
101674	1/07	STATE OF WISCONSIN	110-00-21901-999-000	11/10 COURT COSTS	21,369.92
			110-00-21911-999-000	11/10 COURT COSTS	14,866.45
			110-00-45104-999-000	11/10 COURT COSTS	10,372.77
				..... CHECK TOTAL	46,609.14
101675	1/07	WE ENERGIES	630-09-50101-393-000	1/10-12/15/10 CNG	1,056.19
101676	1/07	KENOSHA CO CIRCUIT COURT	110-01-52001-219-000	28 JUDGEMENT DOCKETS	280.00
101677	1/07	KENOSHA WATER UTILITY	284-06-50302-259-000	#5206933 UTILITIES	47.25
			269-06-50218-259-000	#5206761 UTILITIES	28.96
			286-06-50302-259-000	#5206921 UTILITIES	27.24
				..... CHECK TOTAL	103.45
101678	1/07	WIS FUEL & HEATING INC	630-09-50101-392-000	12/10-SE DIESEL FUEL	20,925.40
101679	1/07	BADGER OIL EQUIPMENT CO.	630-09-50101-235-000	10/10 SE REPAIR FUEL	921.48
101680	1/07	BROOKS TRACTOR, INC.	521-09-50101-282-000	LOADER RENTAL	2,820.00
			630-09-50101-393-000	11/10 SE PARTS & MAT	392.63
			630-09-50101-393-000	12/10 SE #2592 PARTS	326.26
			630-09-50101-393-000	11/10 SE #2344 PARTS	168.53
			630-09-50101-393-000	12/10 CREDIT PARTS &	321.98CR
				..... CHECK TOTAL	3,385.44
101681	1/07	CURTIS INDUSTRIES, INC	630-09-50101-393-000	12/10 SE FASTENERS-V	254.09
			630-09-50101-393-000	12/10 SE FASTENERS-V	185.63
			 CHECK TOTAL	439.72

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101682	1/07	FABCO EQUIPMENT, INC.	630-09-50101-393-000	INJECTORS FLT 2920	4,072.56
			630-09-50101-393-000	PARTS FLT 2625	3,495.17
				..... CHECK TOTAL	7,567.73
101683	1/07	A & R DOOR SERVICE	520-09-50202-249-000	11/10 TD DOOR REPAIR	118.00
			520-09-50202-249-000	11/10 TD DOOR REPAIR	87.00
				..... CHECK TOTAL	205.00
101684	1/07	BATTERIES PLUS LLC	110-02-52103-385-000	11/10 PD BATTERIES &	99.00
			110-02-52103-385-000	11/10 PD BATTERIES &	65.94
				..... CHECK TOTAL	164.94
101685	1/07	CHASE BANK KENOSHA	110-00-21513-000-000	1/07/11 HRLY DEDUCT	28,428.21
			110-00-21612-000-000	1/07/11 HRLY DEDUCT	13,188.14
			110-00-21511-000-000	1/07/11 HRLY DEDUCT	8,933.91
			110-00-21614-000-000	1/07/11 HRLY DEDUCT	3,098.10
			110-00-21514-000-000	1/07/11 HRLY DEDUCT	3,097.99
				..... CHECK TOTAL	56,746.35
101686	1/07	AT&T	110-02-52203-225-000	12/11-1/21 REPEATER	199.72
			110-02-52203-225-000	12/19-1/18 652-5506	106.42
			501-09-50105-225-000	12/19-1/18 652-2605	76.76
			110-03-53103-225-000	12/19-1/18 652-2605	76.76
			520-09-50301-225-000	12/19-1/18 652-6932	64.86
			520-09-50301-225-000	12/19-1/18 652-5104	32.43
			110-01-51801-225-000	12/19-1/18 652-4112	32.43
				..... CHECK TOTAL	589.38
101687	1/07	DIGICORP COMMUNICATIONS	110-01-51801-227-000	12/10 DH PHONE SYSTE	163.30
101688	1/07	OFFICEMAX	110-02-52103-311-000	12/10 PD #1701 OFFC	780.01
			110-02-52201-311-000	12/10 FD #1694 OFFC	128.73
			110-01-50301-311-000	CHAIRMAT	96.00
			110-01-51303-311-000	12/10 HR #1700 OFFC	94.07
			110-01-51101-311-000	12/10 FN #1697 OFFC	66.95
			110-01-51101-311-000	12/10 FN #1695 OFFC	38.92
			110-01-51101-311-000	12/10 FN 31695 OFFC	21.74
				..... CHECK TOTAL	1,226.42
101689	1/07	ALFRED BENESCH & COMPANY	409-11-50906-589-000	38TH ST CONST. MGMT.	1,886.81

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101690	1/07	AT SYSTEMS GREAT LAKES	110-01-51201-219-000	ARMORED CAR SERVICE	297.44
101691	1/07	ALUMINUM FENCE CORPORATION	110-03-53103-249-000	REPAIR FENCE GATE	656.00
101692	1/07	HOLLAND SUPPLY, INC.	630-09-50101-393-000	HYDRAULIC FITTINGS	2,016.87
101693	1/07	SCHELBLE & HEMMER, S.C.	110-00-21581-000-000	1/07/11 B GARRETT	121.76
101694	1/07	WETLAND & WATERWAY CONSULT.	403-11-51006-589-000	WETLAND MITIGATION	20,820.87
101695	1/07	CONCRETE SPECIALTIES CO.	289-06-50407-259-000	STORM CHAMBER SUPPL	240.00
101696	1/07	PITNEY BOWES	110-01-51306-282-000	12/10-MACHINE LEASE/	364.00
101697	1/07	PARKSIDE TRUE VALUE HARDWARE	110-02-52103-365-000	BOLTS, SCREWS, NAILS	12.05
101698	1/07	PIRANHA PAPER SHREDDING	110-01-51101-311-000	CLEAN OUT SHRED PRJ	980.00
101699	1/07	VERMEER SALES & SERVICE	205-03-53119-349-000	HAMMER	701.22
			205-03-53119-349-000	CUTTER	610.40
			205-03-53119-349-000	BOLT, 7/8 - 14,	103.60
			205-03-53119-349-000	NUT, 7/8 - 14,	25.60
				..... CHECK TOTAL	1,440.82
101700	1/07	MANDLIK & RHODES INFORMATION	501-09-50102-219-000	12/10 COUPON REDMPTN	854.00
			501-09-50102-219-000	12/10 RETAIL INCNTV	34.16
			501-09-50102-219-000	12/10 POSTAGE	3.88
			501-09-50102-219-000	12/10 PER CHECK FEE	2.50
			501-09-50102-219-000	12/10 POSTAGE FEE	2.20
				..... CHECK TOTAL	896.74
101701	1/07	PARTNERS IN DESIGN	520-00-18751-000-000	METRA STATION REHAB	18,348.34
101702	1/07	5 ALARM FIRE & SAFETY EQUIP.	110-02-52203-344-000	12/10 PARTS/MATERIAL	223.30
101703	1/07	LEE PLUMBING, INC.	110-02-52203-246-000	12/10-FD#4 PLUMBING	186.00
101704	1/07	GUTTORMSEN LAW OFFICE, LLC	110-01-50101-219-000	11/10 SERVICES	2,725.38
			110-01-50101-219-000	11/10 SERVICES	1,914.22
			 CHECK TOTAL	4,639.60

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101705	1/07	INVESTORS PROPERTY SERVICES	258-06-50446-259-000	#5211331 REHAB	3,300.00
			258-06-50446-259-000	#5211331 REHAB	1,700.00
			258-06-50441-259-000	#5211333 REHAB	1,125.00
			463-11-50601-589-000	8750 SHER RD REHAB	295.50
				..... CHECK TOTAL	6,420.50
101706	1/07	HUMANA CLAIMS	611-09-50101-155-527	1/05/11 MED CLAIMS	56,232.92
			611-09-50101-155-527	1/06/11 PHARMACY	9,634.99
			611-09-50101-155-527	1/06/11 MED CLAIMS	3,234.82
			611-09-50101-155-527	1/05/11 PHARMACY	3,035.33
				..... CHECK TOTAL	72,138.06
101707	1/07	PAUL CONWAY SHIELDS	110-02-52206-367-000	12/10-FD TURNOUT GEA	303.00
101708	1/07	AT&T	110-01-51801-225-000	11/10 SVC	190.22
			110-00-14401-000-000	11/10 SVC	27.31
			520-09-50301-225-000	11/10 SVC	18.50
			110-00-15202-000-000	11/10 SVC	4.28
				..... CHECK TOTAL	240.31
101709	1/07	TREES "R" US, INC.	501-09-50106-219-000	LAWN TREE PRUNING	18,331.38
101710	1/07	US CELLULAR	210-06-51605-259-000	12/10 CELL MCCARTHY	7.32
101711	1/07	CUMMINS NPOWER, LLC	630-09-50101-393-000	12/10 SE-PARTS/SERVI	940.43
101712	1/07	WASTE MANAGEMENT OF WI	110-03-53117-253-416	12/10 989.83 TONS	19,608.53
			110-03-53117-253-416	12/10 WDNR TONNAGE F	12,867.79
			110-03-53117-253-417	12/10 12 COMP PULLS	1,854.00
			110-03-53117-253-417	12/10 82.34 TONS	1,631.16
			501-09-50104-253-000	12/10 54.67 TONS	1,083.02
			110-03-53117-253-417	12/10 WDNR TONNAG FE	1,070.42
			110-03-53117-253-416	12/10 FUEL SURCHARGE	976.34
			501-09-50104-253-000	12/10 WDNR TONNAGE F	710.71
			110-03-53117-253-416	12/10 ENVIRO SURCHG	208.00
			110-03-53117-253-417	12/10 FUEL SURCHARGE	173.30
			110-03-53117-253-417	12/10 DIGOUTS	100.00
			501-09-50104-253-000	12/10 FUEL SURCHARGE	53.35
			110-03-53117-253-417	12/10 ENVIRO SURCHG	48.00
			501-09-50104-253-000	12/10 ENVIRO SURCHG	8.00
			 CHECK TOTAL	40,392.62

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101713	1/07	GUSTIN CONSTRUCTION	254-06-50449-259-000 463-11-50601-589-000	#5211329 REHAB 5110 25TH AVE REHAB CHECK TOTAL	5,000.00 46.00 5,046.00
101714	1/07	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	1/07/11 L SAYLOR	19.03
101715	1/07	MALLERY & ZIMMERMAN, SC	110-00-21581-000-000	1/07/11 CHRISTERSON	136.11
101716	1/07	CHICAGOLAND DC 2008 LLC	313-11-50101-831-000	P & I SERIES B	716,226.53
101717	1/07	WEST BEND MUTUAL INSURANCE	501-09-50101-219-000	MCKINNEY NOTARY BOND	20.00
101718	1/07	MALSACK, J	463-11-50801-589-000	DEBRIS 1633 50 ST	55.00
101719	1/07	BROOKHOUSE & HEMSING LAW	110-01-51303-212-000	12/10 COMM SERVICES	740.00
101720	1/07	JENSEN TOWING	110-02-52203-344-000	TOW CAR 81 TO STN 4	65.00
101721	1/07	REGISTER OF DEEDS	110-01-50101-321-000	'10 CITY BOUNDARY	30.00
101722	1/07	ELECTRICAL CONTRACTORS, INC	405-11-51017-589-000 110-05-55102-247-000 405-11-51017-589-000 405-11-51017-589-000	12/10 SOUTHPORT LIGH 9/10 PA DIAMOND LIGH 12/10 SOUTHPORT LIGH LIGHTS - LINCOLN CHECK TOTAL	1,500.00 1,352.92 900.00 900.00 4,652.92
101723	1/07	WIS DEPT OF REVENUE	761-00-21512-000-000	12/10 KCM DEDUCTS	265.00
101724	1/07	KENOSHA COUNTY TREASURER	110-00-21109-000-000	'09 RE TAX ERROR	400.00
101725	1/07	CDW-G	110-01-51102-539-000	12/10 30 UPS 1340887	1,470.00
101726	1/07	SOUTHERN WISCONSIN APPRAISAL	758-09-50106-259-850	FULL APPRAISAL	300.00
101727	1/07	CENTRAL SAW AND MOWER	110-05-55109-344-000	SM EQUIPMT REPAIRS	127.04
101728	1/07	WAUSAU EQUIPMENT CO.	630-09-50101-393-000	12/10-SE PARTS/MATER	2,994.03
101729	1/07	MENARDS (KENOSHA)	110-03-53103-357-000 110-03-53103-357-000 110-03-53113-389-000 110-03-53113-389-000 110-03-53110-361-000	12/10-ST MERCHANDISE 12/10-ST MERCHANDISE 12/10-ST MERCHANDISE 12/10-ST MERCHANDISE 12/10-ST MERCHANDISE CHECK TOTAL	291.45 289.61 65.00 29.94 9.00 685.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101730	1/07	WIS SCTF	110-00-21581-000-000	1/7/11 HRLY DEDUCTS	1,155.73
101731	1/07	HALLMAN LINDSAY	110-05-55109-344-000	12/10-PA PAINT/PRODU	57.90
101732	1/07	ALL KOOL RADIATOR REPAIR	630-09-50101-393-000	12/10 SE #2593 RADIA	320.00
101733	1/07	CITY OF KENOSHA - TREASURER	758-09-50106-259-850	2010 REAL EST TAXES	1,961.67
			758-09-50105-259-850	2010 REAL EST TAXES	1,372.36
			758-09-50107-259-850	2010 REAL EST TAXES	1,355.23
			758-09-50108-259-850	2010 REAL EST TAXES	1,315.35
			758-09-50110-259-850	2010 REAL EST TAXES	493.27
				..... CHECK TOTAL	6,497.88
101734	1/07	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	1/07/11 J PETRILLO	139.82
101735	1/07	KENOSHA COUNTY TREASURER	110-00-21910-999-000	11/10 FEES COLLECT	10,919.19
			110-00-21901-999-000	11/10 FEES COLLECT	3,183.57
				..... CHECK TOTAL	14,102.76
101736	1/07	CINTAS CORP	632-09-50101-259-000	11/30 SE-UNIFORM/GLO	385.47
			520-09-50201-367-000	11/10 TD-UNIFORM/GLO	305.06
			110-02-52203-259-000	11/10 FD-UNIFORM/GLO	133.24
				..... CHECK TOTAL	823.77
101737	1/07	GATEWAY TECH COLLEGE	110-02-52107-264-000	15 DETECTIVE 10/5-7	1,119.00
			110-02-52107-264-000	14 REG PATRL 10-11	1,009.20
			110-02-52107-264-000	12 DETECTIVE 10-19	877.60
				..... CHECK TOTAL	3,005.80
101738	1/07	WHOLESALE DIRECT INC	630-09-50101-393-000	12/10-SE PARTS/MATER	545.77
101739	1/07	FABCO RENTS	501-09-50105-282-000	9/10 EQUIPMENT RENTA	600.00
			520-09-50202-249-000	9/10 EQUIPMENT RENTA	306.50
				..... CHECK TOTAL	906.50
101740	1/07	AZAR L.L.C.	401-11-51004-586-000	EST 6-SIDEWALK PROGR	16,948.70
			758-09-50105-259-852	RAZING/RESTORE LOT	8,665.00
			758-09-50108-259-852	RAZING/RESTORE LOT	7,500.00
			758-09-50104-259-852	RAZING/RESTORE LOT	7,000.00
			758-09-50107-259-852	RAZING/RESTORE LOT	6,600.00
			758-09-50103-259-852	RAZING/RESTORE LOT	6,200.00
			403-11-51001-585-000	EST 6-CURB/GUTTER PR	4,352.70
			 CHECK TOTAL	57,266.40

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101741	1/07	BIO SYSTEMS	110-02-52203-235-000	CALIBRATION	575.00
101742	1/07	RED THE UNIFORM TAILOR	520-09-50101-367-000	10/10 TD-UNIFORM ITE	148.50
			520-09-50101-367-000	10/10 TD-UNIFORM ITE	142.50
			110-02-52206-367-000	12/10 FD-UNIFORMS	135.95
			520-09-50101-367-000	10/10 TD-UNIFORM ITE	134.25
			520-09-50101-367-000	10/10 TD-UNIFORM ITE	134.25
			520-09-50101-367-000	10/10 TD-UNIFORM ITE	109.75
			520-09-50101-367-000	10/10 TD-UNIFORM ITE	94.75
			520-09-50101-367-000	10/10 TD-UNIFORM ITE	84.60
			520-09-50101-367-000	10/10 TD-UNIFORM ITE	57.00
			520-09-50101-367-000	10/10 TD-UNIFORM ITE	47.00
			520-09-50101-367-000	11/10 TD-UNIFORM ITE	42.00
			520-09-50101-367-000	10/10 TD-UNIFORM ITE	12.95
			520-09-50101-367-000	10/10 TD-UNIFORM ITE	12.95
				..... CHECK TOTAL	1,156.45
101743	1/07	IOD INCORPORATED	520-09-50101-161-000	2/25/10 D BEALL	227.45
101744	1/07	TSUCHIYA MD, GORO	520-09-50101-161-000	2/25/10 D BEALL	56.30
101745	1/07	AURORA HEALTH CARE	110-09-56405-161-000	10/27/09 S DESCHLER	199.76
101746	1/07	CHILDS, CRAIG D, PHD, S.C.	110-01-51303-219-000	5 PATROL OFF EVALS	2,250.00
101747	1/07	EISENHAUER, DANIEL & JILL	110-00-21106-000-000	2010 RE TAX OVERPAY	229.85
101748	1/07	YOUNG, GLORIA	110-00-21106-000-000	2010 RE TAX OVERPAY	333.20
101749	1/07	DEMSKE, LINDA	110-00-21905-000-000	BEACH HOUSE-12/19/10	300.00
101750	1/07	MOE, PEGGY M	110-00-21106-000-000	2010 RE TAX OVERPAY	85.23
101751	1/07	KIERAN, CHARMON	110-00-21106-000-000	2010 RE TAX OVERPAY	479.82
101752	1/07	JORDAN, CAROLINA	110-00-21106-000-000	2010 RE TAX OVERPAY	48.26
101753	1/07	MAKI, MICHAEL J	110-00-21106-000-000	2010 RE TAX OVERPAY	57.39
101754	1/07	SCHABOWSKY, JOSEPH E & DIANE	110-00-21106-000-000	2010 RE TAX OVERPAY	197.05

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101755	1/07	HANNES, RONALD J AND	110-00-21106-000-000	2010 RE TAX OVERPAY	73.74
101756	1/07	BENDER FAMILY REVOCABLE TRST	110-00-21106-000-000	2010 RE TAX OVERPAY	30.34
101757	1/07	KNAPP, CHRISTOPHER J &	110-00-21106-000-000	2010 RE TAX OVERPAY	365.92
101758	1/07	PECK, WILLIAM J & KELLY L	110-00-21106-000-000	2010 RE TAX OVERPAY	54.28
101759	1/07	BAUR, ROBERT J AND	110-00-21106-000-000	2010 RE TAX OVERPAY	84.72
101760	1/07	RAIMONDI, ANNA M	110-00-21106-000-000	2010 RE TAX OVERPAY	394.29
101761	1/07	WILLIAMS, CARROLL & CAROL	110-00-21106-000-000	2010 RE TAX OVERPAY	46.78
101762	1/07	SWIFT, MICHAEL J & URSULA A	110-00-21106-000-000	2010 RE TAX OVERPAY	24.33
101763	1/07	KAISER, AUDREY	110-00-21106-000-000	2010 RE TAX OVERPAY	126.78
101764	1/07	PADILLA, PRIMITIVO & MARIA	110-00-21106-000-000	2010 RE TAX OVERPAY	379.33
101765	1/07	WISCONSIN EMS ASSOCIATION	206-02-52205-264-000	2011 ASSOC CONF	550.00
101766	1/07	KOHN LAW FIRM S.C.	110-00-21581-000-000	1/07/11 D LARSON	205.47
101767	1/07	SKINNER, SONNY & HAZEL	110-00-21106-000-000	2010 RE TAX OVERPAY	305.26
101768	1/07	TYSON, LYNELL	110-00-21905-000-000	ORIBILETTI-12/19/10	100.00
101769	1/07	CIBRARIO, ROBERT J AND	110-00-21106-000-000	2010 TAX-7707 46 AV	89.60
101770	1/07	GREENE, ALISHA M	110-00-21106-000-000	2010 RE TAX OVERPAY	275.30
101771	1/07	DEYOUNG, DEAN & LISA	110-00-21106-000-000	2010 RE TAX OVERPAY	227.47
101772	1/07	MANFREDINI, CHRISTOPHER	110-00-21106-000-000	2010 RE TAX OVERPAY	630.33
101773	1/07	HAMRICK, LARRY & JACKIE	110-00-21106-000-000	2010 RE TAX OVERPAY	146.22
101774	1/07	DEBISH, MARK A	110-00-21106-000-000	2010 RE TAX OVERPAY	68.28

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101775	1/07	MENDEZ, CUPERTINO	110-00-21905-000-000	ORIBILETTI-12/18/10	300.00
101776	1/07	WADE-FEY, MARCIA	110-00-21905-000-000	BEACH HOUSE-12/18/10	300.00
101777	1/07	GELICHE, ANTHONY & CHRISTINE	110-00-21106-000-000	2010 RE TAX OVERPAY	55.78
101778	1/07	JELINEK, ALAN	110-00-21106-000-000	2010 RE TAX OVERPAY	298.20
101779	1/07	DUBS, MICHAEL	110-00-21109-000-000	COURT PMT#V473689	3.00
101780	1/07	J & M LANDSCAPING	110-00-46394-000-000	APPLIANCE STICKER	30.00
101781	1/07	HOLM, RICHARD	110-00-46394-000-000	APPLIANCE STICKER	15.00
101782	1/07	ELVETICI, LYNN	110-00-47122-000-000	CANCELLED-1/23/11	120.00
101783	1/07	WHITE, SHEILA & FLORINE	110-00-21106-000-000	2010 RE TAX OVERPAY	288.39
101784	1/07	INGLISH, GARRETT J AND	110-00-21106-000-000	2010 RE TAX OVERPAY	64.48
101785	1/07	RODRIGUEZ, JEREMY & DESTINY	110-00-21106-000-000	2010 RE TAX OVERPAY	213.69
101786	1/07	HERBRECHTMEIER, KARL O	110-00-21106-000-000	2010 RE TAX OVERPAY	342.61
101787	1/07	WIDMAR, MICHAEL	110-00-21106-000-000	2010 RE TAX OVERPAY	129.88
101788	1/07	PNC MORTGAGE	110-00-21106-000-000	2010 TAX-4109 47 AV	532.45
101789	1/07	SCHEFFLER, BRIAN M AND	110-00-21106-000-000	2010 RE TAX OVERPAY	21.16
101790	1/07	PATTON, DALE & TERESA	110-00-21106-000-000	2010 RE TAX OVERPAY	130.33
101791	1/07	BEAUDRY, EDWARD AND GINA	110-00-21106-000-000	2010 RE TAX OVERPAY	50.47
101792	1/07	ERICKSON, ROBIN R AND	110-00-21106-000-000	2010 RE TAX OVERPAY	81.38
101793	1/07	REED, JASON E	110-00-21106-000-000	2010 RE TAX OVERPAY	76.93
101794	1/07	PORTER, CHRISTINE	110-00-21106-000-000	2010 RE TAX OVERPAY	774.91

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101795	1/07	KERLEY, CLIFTON & ROMELE	110-00-21106-000-000	2010 RE TAX OVERPAY	41.07
101796	1/07	FEEST, TERRY & DIANNE	110-00-21106-000-000	2010 RE TAX OVERPAY	192.78
101797	1/07	SORENSEN, MAUREEN J	110-00-21106-000-000	2010 RE TAX OVERPAY	88.47
101798	1/07	WILKINSON, MONA	110-00-21106-000-000	2010 RE TAX OVERPAY	199.82
101799	1/07	OMER, JOSETTE M	110-00-21106-000-000	2010 RE TAX OVERPAY	26.21
101800	1/07	TUDJAN, JONATHAN & LONI	110-00-21106-000-000	2010 RE TAX OVERPAY	33.58
101801	1/07	AIELLO, PETER A	110-00-21106-000-000	2010 TAX-4829 26 AV	569.96
101802	1/07	KENNEDY, DONALD	110-00-21106-000-000	2010 RE TAX OVERPAY	45.80
101803	1/07	LABOY, CYNTHIA L	110-00-21106-000-000	2010 RE TAX OVERPAY	145.82
101804	1/07	THOMPSON, MATTHEW H	110-00-21106-000-000	2010 RE TAX OVERPAY	199.56
101805	1/07	GIOVANNONI, TINA L	110-00-21106-000-000	2010 RE TAX OVERPAY	334.19
101806	1/07	DEFRANCO, BOBBY & ROSALINA	110-00-21106-000-000	2010 RE TAX OVERPAY	71.82
101807	1/07	YDE, PETER AND SALLY	110-00-21106-000-000	2010 RE TAX OVERPAY	328.89
101808	1/07	GREENE, DANIEL & KAREN	110-00-21106-000-000	2010 RE TAX OVERPAY	101.19
101809	1/07	BLUMREICH, RODERICK L	110-00-21106-000-000	2010 RE TAX OVERPAY	54.67
101810	1/07	WILLIAMS, RALPH T	110-00-21106-000-000	2010 RE TAX OVERPAY	210.24
101811	1/07	ORTEGA, ALEXANDER	110-00-21106-000-000	2010 TAX-1111 57 ST	92.21
101812	1/07	CRAIN, BARBARA L	110-00-21106-000-000	2010 RE TAX OVERPAY	79.84
101813	1/07	SWOBODA, JON & PAULA	110-00-21106-000-000	2010 RE TAX OVERPAY	34.77
101814	1/07	HURST, JOHN	110-00-21106-000-000	2010 TAX-3922 28 AV	148.14

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101815	1/07	MERSAND, GERALD	110-00-21106-000-000	2010 RE TAX OVERPAY	397.50
101816	1/07	SWIATKO, HAROLD & GEAN	110-00-21106-000-000	2010 RE TAX OVERPAY	232.49
101817	1/07	CUEVAS, ISRAEL MORA AND	110-00-21106-000-000	2010 RE TAX OVERPAY	409.02
101818	1/07	DIAZ, OSMAN S AND	110-00-21106-000-000	2010 RE TAX OVERPAY	212.48
101819	1/07	WIGGINS, CHARLES A	110-00-21106-000-000	2010 RE TAX OVERPAY	67.72
101820	1/07	MASON, ANTONE & GERALDINE	110-00-21106-000-000	2010 RE TAX OVERPAY	155.14
101821	1/07	ANDERSON, MICHAEL	110-00-21106-000-000	2010 TAX-4333 17 AV	60.09
101822	1/07	LENCI, MAURO	632-09-50101-261-000	11-12/10 129.2 MILES	64.60
101823	1/07	KREWSON, SHARON	110-01-51701-226-000	10/10-11/10 CELLPHON	29.35
101824	1/07	SPECHT, PHILIP	520-09-50101-367-000	2010 UNIFORM ALLOW	100.00
101825	1/07	COVELLI, PAUL	110-01-50901-261-000	12/10 300 MILES	150.00
101826	1/07	CALLOVI, MICHAEL	110-01-51701-261-000	9/10-12/10 376 MILES	188.00
101827	1/07	WASHINGTON, AL	110-01-50901-261-000	12/10 255 MILES	127.50
101828	1/07	CRUEY, EDWARD	110-01-50901-261-000	12/10 188 MILES	94.00
101829	1/07	JANTZEN, DENNIS	110-01-51303-144-000	FALL 2010 TUITION	2,000.00
101830	1/12	ANIXTER WISCONSIN	110-01-51102-539-000	12/10 MISC.COMPUTER	227.61
			110-01-51102-539-000	12/10 MISC. COMPUTER	226.52
				..... CHECK TOTAL	454.13
101831	1/12	NEW FLYER	520-09-50201-347-000	12/10-BUS PARTS	89.50
			520-09-50201-347-000	12/10-RETURN BUS PAR	79.44CR
				..... CHECK TOTAL	10.06
101832	1/12	WE ENERGIES	110-03-53109-221-000	12/10 STREETLIGHTING	59,308.86
			110-05-55109-221-000	12/10 STREETLIGHTING	618.83
			 CHECK TOTAL	59,927.69

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101833	1/12	HWY C SERVICE	630-09-50101-393-000	12/10-SE PARTS/SUPPL	486.68
101834	1/12	ICMA RETIREMENT TRUST	110-00-21572-000-000	12/16-31/10 CONTRIB	62,912.53
			110-00-21599-000-000	12/16-31/10 CONTRIB	1,310.00
				..... CHECK TOTAL	64,222.53
101835	1/12	CARDINAL HEALTH	206-02-52205-318-000	12/10 MEDICAL SUPPLI	789.06
			206-02-52205-318-000	12/10 MEDICAL SUPPLI	553.62
			206-02-52205-318-000	12/10 MEDICAL SUPPLI	439.87
			206-02-52205-318-000	12/10 MEDICAL SUPPLI	347.98
			206-02-52205-318-000	12/10 MEDICAL SUPPLI	295.00
			206-02-52205-318-000	12/10 MEDICAL SUPPLI	289.56
			206-02-52205-318-000	12/10 MEDICAL SUPPLI	242.00
			206-02-52205-318-000	12/10 MEDICAL SUPPLI	192.63
			206-02-52205-318-000	12/10 MEDICAL SUPPLI	99.71
			206-02-52205-318-000	12/10 MEDICAL SUPPLI	99.71
			206-02-52205-318-000	12/10 MEDICAL SUPPLI	66.55
				..... CHECK TOTAL	3,415.69
101836	1/12	LAKESIDE STEEL & MFG. CO.	110-03-53107-344-000	12/10-ST LABOR & MAT	135.00
101837	1/12	LANDMARK TITLE CORPORATION	409-11-50804-581-000	11/10 3825 18 ST-RE	45.00
			409-11-50804-581-000	11/10 23 ST,38TH AV	45.00
			409-11-50804-581-000	11/10 2200 38 AV-RE	45.00
			409-11-50804-581-000	11/10 24TH,38TH,23RD	45.00
			409-11-50804-581-000	11/10 3906 24 ST-RE	45.00
			409-11-50804-581-000	11/10 18TH ST-RE CLO	45.00
			409-11-50804-581-000	11/10 20TH PL-RE CLO	45.00
			409-11-50804-581-000	11/10 2233 47 AV-RE	45.00
			409-11-50804-581-000	11/10 2222 38 AV-RE	45.00
			409-11-50804-581-000	10/10 3901 17 PL-RE	45.00
			409-11-50804-581-000	10/10 3802 22 ST-RE	45.00
				..... CHECK TOTAL	495.00
101838	1/12	SHERWIN WILLIAMS CO.	403-11-50904-589-000	PAINT FOR TRUCK WASH	1,489.95
			403-11-50904-589-000	12/10-PAINT/TRUCK WA	454.85
			403-11-50904-589-000	PAINT FOR TRUCK WASH	120.33
			403-11-50904-589-000	PAINT FOR TRUCK WASH	21.37
			 CHECK TOTAL	2,086.50

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101839	1/12	BADGER TRUCK CENTER	520-09-50201-344-000	RUSTPROOFING	525.00
101840	1/12	SHOPKO DEPT. STORE	110-02-52203-382-000	9/10 FD MERCHANDISE	2.29
101841	1/12	TRAFFIC & PARKING CONTROL CO	110-03-53109-374-000	BASE TRANSFORMER	1,200.00
			110-03-53109-374-000	BASE TRANSFORMER	945.00
				..... CHECK TOTAL	2,145.00
101842	1/12	WE ENERGIES	520-09-50301-221-000	#3 11/30-12/29	6,359.33
			110-03-53103-222-000	#3 11/23-12/27	5,666.77
			110-01-51801-222-000	#3 11/29-12/28	5,599.11
			520-09-50301-222-000	#3 11/29-12/29	4,921.27
			110-05-55109-222-000	#3 11/23-12/27	4,395.53
			110-01-51801-221-000	#3 11/29-12/29	4,210.80
			110-03-53103-221-000	#3 11/23-12/28	3,117.79
			110-03-53116-222-000	#3 11/28-12/28	3,044.65
			520-09-50401-221-000	#3 11/23-12/27	2,720.61
			521-09-50101-221-000	#3 11/30-01/02	2,685.51
			633-09-50101-222-000	#3 11/23-12/27	2,612.21
			632-09-50101-222-000	#3 11/23-12/27	2,413.68
			633-09-50101-221-000	#3 11/23-12/27	2,321.39
			110-02-52203-222-000	#3 11/22-12/26	2,194.29
			521-09-50101-222-000	#3 11/30-01/02	2,098.12
			110-03-53109-221-000	#3 11/29-12/29	1,970.38
			110-03-53109-221-000	#3 11/22-12/26	1,865.96
			521-09-50101-221-000	#3 11/30-12/30	1,824.68
			632-09-50101-221-000	#3 11/23-12/28	1,689.79
			110-02-52203-221-000	#3 11/22-12/27	1,441.73
			110-02-52203-222-000	#3 11/28-12/28	1,198.93
			110-05-55109-221-000	#3 11/23-12/28	1,118.04
			110-03-53109-221-000	#3 11/23-12/28	1,018.52
			520-09-50401-222-000	#3 11/22-12/26	918.57
			110-03-53109-221-000	#3 11/24-12/27	827.03
			110-02-52203-222-000	#3 11/23-12/27	818.43
			110-03-53109-221-000	#3 11/22-12/23	707.85
			110-02-52203-221-000	#3 11/24-12/28	663.82
			110-03-53109-221-000	#3 11/24-12/29	662.59
			110-02-52110-221-000	#3 11/28-12/28	554.89
			110-02-52203-221-000	#3 11/23-12/27	537.12
			110-03-53109-221-000	#3 11/23-12/27	532.76
			110-01-51802-221-000	#3 912 35TH ST	471.53
			110-05-55111-222-000	#3 11/17-12/20	377.36
			110-03-53109-221-000	#3 11/22-12/26	270.79
			110-03-53103-221-000	#3 11/19-12/23	267.87
			110-03-53103-221-000	#3 11/22-12/26	267.07
			110-02-52103-222-000	#3 11/28-12/28	227.57
			110-05-55111-221-000	#3 11/24-12/28	227.10
			110-05-55109-221-000	#3 11/21-12/22	211.66
			110-03-53109-221-000	#3 11/28-12/28	116.45

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-05-55109-222-000	#3 11/22-12/26	113.60
			110-05-55111-221-000	#3 11/29-12/29	96.78
			519-09-50103-221-000	#3 11/22-12/26	76.33
			110-01-51802-221-000	#3 2210 52ND ST	67.18
			110-03-53103-221-000	#3 11/23-12/27	37.65
			110-05-55109-221-000	#3 11/22-12/26	37.08
			110-05-55109-221-000	#3 11/24-12/28	30.61
			110-03-53103-221-000	#3 11/29-12/29	29.64
			110-05-55109-221-000	#3 11/29-12/29	24.87
			110-05-55111-222-000	#3 11/28-12/28	17.40
			110-05-55102-221-000	#3 11/29-12/29	15.35
			110-05-55109-221-000	#3 11/23-12/27	15.03
			521-09-50101-221-000	#3 12/01-01/03	9.11
			110-05-55109-222-000	#3 11/29-12/29	8.70
			110-03-53109-221-000	#3 12/06-12/27	5.80
				..... CHECK TOTAL	75,734.68
101843	1/12	FABCO EQUIPMENT, INC.	630-09-50101-393-000	12/10 SE #2920 PARTS	346.43
			630-09-50101-393-000	12/10 SE #2476 PARTS	177.22
			630-09-50101-393-000	12/10 SE PARTS & MAT	83.11
			630-09-50101-393-000	12/10 SE #1358 PARTS	63.92
			630-09-50101-393-000	12/10 SE #2745 PARTS	55.30
			630-09-50101-393-000	12/10 SE PARTS & MAT	46.56
			630-09-50101-393-000	12/10 SE #2745 PARTS	34.75
				..... CHECK TOTAL	807.29
101844	1/12	KENOSHA WATER UTILITY	401-11-50901-585-000	RESURF 51ST AVE	63,599.97
101845	1/12	MEDICAL COLLEGE OF WISCONSIN	206-02-52205-219-000	12/10 MED DIRECTOR S	5,000.00
101846	1/12	CHASE BANK KENOSHA	110-00-21513-000-000	12/31/10 SAL DEDUCT	221,465.46
			110-00-21511-000-000	12/31/10 SAL DEDUCT	80,952.90
			110-00-21612-000-000	12/31/10 SAL DEDUCT	80,952.24
			110-00-21514-000-000	12/31/10 SAL DEDUCT	23,768.33
			110-00-21614-000-000	12/31/10 SAL DEDUCT	23,768.11
				..... CHECK TOTAL	430,907.04
101847	1/12	FEDEX	110-01-51306-312-000	12/14/10 LE-WI APPL	22.99
			110-01-51306-312-000	12/14/10 CD-WI COMM	19.97
			110-01-51306-312-000	12/10/10 EN-US BANK	19.97
			110-01-51306-312-000	12/16/10 EN-HNTB	18.59
			 CHECK TOTAL	81.52

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101848	1/12	LINCOLN CONTRACTORS SUPPLY	110-03-53109-361-000	12/10-ST TOOLS/SUPPL	298.00
			110-03-53113-235-000	12/10-ST TOOLS/SUPPL	76.92
			110-03-53103-361-000	12/10-ST TOOLS/SUPPL	21.89
				..... CHECK TOTAL	396.81
101849	1/12	AECOM TECHNICAL SERVICES INC	493-11-50101-219-000	11/10 SITE INVEST	10,647.06
			492-11-50301-219-000	11/10 PROF SERVICES	5,417.02
			494-11-50201-219-000	11/10 SITE INVEST	1,922.97
			492-11-50101-589-000	11/10 PARRONE SITE	828.84
			420-11-50804-219-000	11/10 SITE SELECTN	533.52
	..... CHECK TOTAL	19,349.41			
101850	1/12	LIBERTY BUILDERS, LLC	284-06-50206-259-000	#5214118 DRAW 4-8	4,653.79
			284-06-50205-259-000	#5214120 DRAW 4-8	1,795.29
				..... CHECK TOTAL	6,449.08
101851	1/12	INVESTORS PROPERTY SERVICES	258-06-50445-259-000	#5213033 2016 52 ST	1,550.00
			463-11-50601-589-000	7622 SHER RD REHAB	467.00
			258-06-50481-259-000	#5212029 7622 SHER	58.00
				..... CHECK TOTAL	2,075.00
101852	1/12	HUMANA CLAIMS	611-09-50101-155-527	1/10/11 MED CLAIMS	175,335.61
			611-09-50101-155-527	1/03/11 MED CLAIMS	137,897.20
			611-09-50101-155-527	12/30/10 MED CLAIMS	104,462.07
			611-09-50101-155-527	12/29/10 MED CLAIMS	87,643.56
			611-09-50101-155-527	1/07/10 MED CLAIMS	81,143.07
			611-09-50101-155-527	1/03/11 PHARMACY	23,905.80
			611-09-50101-155-527	1/10/11 PHARMACY	18,558.06
			611-09-50101-155-527	12/30/10 PHARMACY	14,296.83
			611-09-50101-155-527	1/07/11 PHARMACY	8,311.26
			611-09-50101-155-527	1/11/10 MED CLAIMS	3,548.04
			611-09-50101-155-527	1/04/11 PHARMACY	2,990.47
			611-09-50101-155-527	1/11/11 PHARMACY	2,269.48
			611-09-50101-155-527	12/29/10 PHARMACY	2,258.60
			611-09-50101-155-527	1/04/11 MED CLAIMS	560.19
				..... CHECK TOTAL	663,180.24
			101853	1/12	LAKESIDE TITLE & CLOSING SRV	110-09-56501-259-000	12/10 2415 48 ST	35.00
101854	1/12	US CELLULAR	110-02-52601-226-000	12/10 DH-CELL SERVC	121.55
			110-02-52601-226-000	12/10 DH-CELL AIRTM	41.46
			 CHECK TOTAL	163.01

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101855	1/12	CUMMINS NPOWER, LLC	110-03-53116-344-000	REPLACE TURBOCHARGER	3,210.56
101856	1/12	LAW OFFICES OF TIMOTHY EVANS	759-09-50101-219-000	12/10-PROFESSIONAL S	100.00
101857	1/12	L & S ELECTRIC INC.	520-09-50401-344-000	REPAIR MOTOR	3,522.00
			520-09-50401-344-000	REPAIR PILOT	1,422.00
			520-09-50401-344-000	REPAIR PILOT	1,422.00
				..... CHECK TOTAL	6,366.00
101858	1/12	GUSTIN CONSTRUCTION	254-06-50493-259-000	#5213028 1111 58 ST	3,745.00
101859	1/12	HENRY SCHEIN	206-02-52205-369-000	AMBULANCE COT M	3,775.00
101860	1/12	MALSACK, J	110-09-56501-259-570	12/10 4027 14 AVE	305.00
101861	1/12	UW-STEVENS POINT	631-09-50101-264-000	B ZUNKER 1/26-28/11	240.00
101862	1/12	FASTENAL COMPANY	630-09-50101-393-000	12/10 SE TOOLS OR M	205.62
			110-03-53103-389-000	12/10 ST TOOLS OR MA	150.13
			110-03-53107-344-000	12/10 ST TOOLS OR MA	57.74
			110-03-53107-344-000	12/10 ST TOOLS OR MA	29.59
				..... CHECK TOTAL	443.08
101863	1/12	MOHAWK MFG. & SUPPLY CO.	520-09-50201-347-000	MISC BUS PARTS	3,893.13
101864	1/12	MTS SAFETY	110-02-52108-367-000	RAIN GEAR	456.36
			110-02-52108-367-000	STOP SIGNS	154.80
				..... CHECK TOTAL	611.16
101865	1/12	NORTHLAND EQUIPMENT	630-09-50101-393-000	12/10-SE FURNISH PAR	49.03
101866	1/12	FORCE AMERICA	630-09-50101-393-000	12/10 SE MATERIALS	60.70
101867	1/12	MENARDS (KENOSHA)	501-09-50105-357-000	12/10-SW MERCHANDISE	272.48
			501-09-50104-344-000	12/10-SW MERCHANDISE	159.12
			205-03-53119-357-000	12/10-ST MERCHANDISE	131.56
			110-05-55109-344-000	12/10-PA MERCHANDISE	38.14
			110-05-55109-344-000	12/10-PA MERCHANDISE	27.95
			110-05-55106-246-000	12/10-PA MERCHANDISE	15.94
			 CHECK TOTAL	645.19

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101868	1/12	NEXTEL COMMUNICATIONS	110-02-52109-226-000	11/10 PHONE SERVICE	319.09
101869	1/12	GRAINGER	632-09-50101-389-000	12/10-SE PARTS/MATER	274.56
101870	1/12	SAFETY-KLEEN INC	520-09-50201-389-000	16105 SOLVENT	137.76
101871	1/12	INLAND POWER GROUP	520-09-50106-341-000	TRANSYND 55 GAL DRM	1,663.93
101872	1/12	GILLIG CORPORATION	520-09-50201-347-000	MISC BUS PARTS	12,537.42
101873	1/12	PROMO 540	110-05-55109-367-000	T-SHIRTS	1,575.80
101874	1/12	LAW ENFORCEMENT ASSOC.	110-02-52103-369-000	1 WATT TRANSMITTER	1,320.00
101875	1/12	RIMKUS, JASON	761-09-50101-111-000	01/01-15/11 SERVICE	1,840.80
			761-00-21514-000-000	01/01-15/11 SERVICE	26.69CR
			761-00-21511-000-000	01/01-15/11 SERVICE	77.31CR
			761-00-21599-000-000	01/01-15/11 SERVICE	92.04CR
			761-00-21512-000-000	01/01-15/11 SERVICE	102.40CR
			761-00-21513-000-000	01/01-15/11 SERVICE	216.00CR
				..... CHECK TOTAL	1,326.36
101876	1/12	PIRO, RALPH	761-09-50101-111-000	01/01-15/11 SERVICES	872.31
			761-00-21514-000-000	01/01-15/11 SERVICES	12.65CR
			761-00-21599-000-000	01/01-15/11 SERVICES	25.00CR
			761-00-21511-000-000	01/01-15/11 SERVICES	36.64CR
			761-00-21512-000-000	01/01-15/11 SERVICES	37.30CR
			761-00-21513-000-000	01/01-15/11 SERVICES	74.00CR
				..... CHECK TOTAL	686.72
101877	1/12	IAFF/NATIONWIDE	110-00-21574-000-000	12/16-31/10 CONTRIBS	20,393.99
101878	1/12	COMMUNITY STREETCAR COALTN	520-09-50301-323-000	2010 MEMBER DUES	1,250.00
101879	1/12	HSA BANK	761-09-50101-155-000	2011 KCM CONTRIBUTN	1,000.00
101880	1/12	GREAT NORTH AMERICAN CO	110-02-52204-383-000	FIRE HATS	318.20
101881	1/12	J D BENEFITS, INC	110-00-21517-000-000	12/16-31/10 DEDUCTS	1,180.72

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101882	1/12	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	12/16-31/10 CONTRIB	12,148.75
101883	1/12	AURORA MEDICAL GROUP	110-01-51303-216-000	12/10 SCREENS	905.00
101884	1/12	KOZMER, MICHAEL & MICHELLE	110-00-21106-000-000	2010 RE TAX OVERPAY	70.43
101885	1/12	GRIFFIN, ELLA M	110-00-21106-000-000	2010 RE TAX OVERPAY	65.19
101886	1/12	FINNIGAN, GENE & THERESE	110-00-21106-000-000	2010 RE TAX OVERPAY	260.37
101887	1/12	NERDRUM, CLARK R	110-00-21106-000-000	2010 RE TAX OVERPAY	41.54
101888	1/12	DESOTELL, CONNIE L	110-00-21106-000-000	2010 TAX-4805 25 AV	897.06
101889	1/12	KNIGHT, THOMAS R	110-00-21106-000-000	2010 RE TAX OVERPAY	116.15
101890	1/12	NELSON, GARY & VALERIE	110-00-21106-000-000	2010 RE TAX OVERPAY	308.44
101891	1/12	BARTON, KEVIN J & HEATHER M	110-00-21106-000-000	2010 RE TAX OVERPAY	100.27
101892	1/12	WEISS, LEE R & GLORIA	110-00-21106-000-000	2010 RE TAX OVERPAY	328.49
101893	1/12	KUBICKI, DAVID J	110-00-21106-000-000	2010 RE TAX OVERPAY	141.03
101894	1/12	ROJAS, JUAN M & MARIA	110-00-21106-000-000	2010 TAX-2420 54 ST	297.75
101895	1/12	WARREN, KEITH M & DARLENE A	110-00-21106-000-000	2010 RE TAX OVERPAY	49.76
101896	1/12	DEBERGE, BARBARA A	110-00-21106-000-000	2010 RE TAX OVERPAY	182.08
101897	1/12	UELMEN, MARK L & JUDITH L	110-00-21106-000-000	2010 RE TAX OVERPAY	35.45
101898	1/12	GREENWALD, JAMES & MARRIANNE	110-00-21106-000-000	2010 RE TAX OVERPAY	147.08
101899	1/12	SCHMIDT, BRYAN M & JERELYN	110-00-21106-000-000	2010 RE TAX OVERPAY	53.43
101900	1/12	DAVIS, SHARON	110-00-21106-000-000	2010 RE TAX OVERPAY	195.58
101901	1/12	ZIERK, DEAN M	110-00-21106-000-000	2010 RE TAX OVERPAY	138.52

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101902	1/12	LOCKE, EVA MARIE	110-00-21106-000-000	2010 RE TAX OVERPAY	476.34
101903	1/12	DOKSUS, MARK J AND	110-00-21106-000-000	2010 RE TAX OVERPAY	376.46
101904	1/12	MUTCHIE, JOHN J	110-00-21106-000-000	2010 RE TAX OVERPAY	42.73
101905	1/12	LINDOW, NICHOLAS W	110-00-21106-000-000	2010 RE TAX OVERPAY	99.84
101906	1/12	FREDERICK, MICHAEL R & LEIGH	110-00-21106-000-000	2010 RE TAX OVERPAY	112.46
101907	1/12	JAMBREK, DOROTHY J	110-00-21106-000-000	2010 RE TAX OVERPAY	118.54
101908	1/12	MODORY, JEREMY A AND	110-00-21106-000-000	2010 RE TAX OVERPAY	41.72
101909	1/12	ISSAC, JACOB C &	110-00-21106-000-000	2010 RE TAX OVERPAY	56.21
101910	1/12	CERMINARA, SANDRA A	110-00-21106-000-000	2010 RE TAX OVERPAY	199.76
101911	1/12	HARTOG, KENNETH W & SHARNA L	110-00-21106-000-000	2010 RE TAX OVERPAY	90.07
101912	1/12	VARGAS, EDUARDO & YOCELINE	110-00-21106-000-000	2010 RE TAX OVERPAY	534.32
101913	1/12	ADAMS, DWIGHT & CATHY &	110-00-21106-000-000	2010 RE TAX OVERPAY	43.87
101914	1/12	HILLESLAND, RICHARD AND	110-00-21106-000-000	2010 RE TAX OVERPAY	179.88
101915	1/12	OCHOA, JAVIER & CONSUELO	110-00-21106-000-000	2010 RE TAX OVERPAY	370.29
101916	1/12	KARLS, JAMES A	110-00-21106-000-000	2010 RE TAX-VARIOUS	782.53
101917	1/12	GONZALEZ, ALFREDO & MARIA	110-00-21106-000-000	2010 RE TAX OVERPAY	50.98
101918	1/12	RIVERA, CARLOS	110-00-21106-000-000	2010 TAX-1108 58 ST	374.27
101919	1/12	WOLF, DEBBIE & SCOTT D	110-00-21106-000-000	2010 RE TAX OVERPAY	58.81
101920	1/12	MARVIN, JERRI & LUANN	110-00-21106-000-000	2010 RE TAX OVERPAY	55.02
101921	1/12	WILLIAMS, AMANDA	110-00-21106-000-000	2010 RE TAX OVERPAY	554.87

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101922	1/12	EDWARDS, DEBRON B & LINDY K	110-00-21106-000-000	2010 RE TAX OVERPAY	223.79
101923	1/12	HENSGEN, NORBERT	110-00-21106-000-000	2010 RE TAX OVERPAY	377.06
101924	1/12	CONTRERAS, EFREN & LUCIL	110-00-21106-000-000	2010 RE TAX OVERPAY	33.93
101925	1/12	RASCH, JASON D	110-00-21106-000-000	2010 RE TAX OVERPAY	189.52
101926	1/12	RIZZO, STEVEN & ANGELA	110-00-21106-000-000	2010 TAX-2115 53 ST	124.65
101927	1/12	WADE, CHRISTOPHER & CORBIE	110-00-21106-000-000	2010 RE TAX OVERPAY	42.27
101928	1/12	GOROSKI, ALLAN & BONNIE	110-00-21106-000-000	2010 RE TAX OVERPAY	110.98
101929	1/12	MORRIS, WILLIAM & DEBRA	110-00-21106-000-000	2010 RE TAX OVERPAY	292.76
101930	1/12	KAISER, DENNIS	110-00-21106-000-000	2010 RE TAX OVERPAY	328.51
101931	1/12	SWENSON, MARK & JUDITH	110-00-21106-000-000	2010 RE TAX OVERPAY	134.31
101932	1/12	COLE, THERESA M	110-00-21106-000-000	2010 RE TAX OVERPAY	34.48
101933	1/12	DESCHLER, MATTHEW	110-00-21106-000-000	2010 RE TAX OVERPAY	163.82
101934	1/12	ROBERTS, EVELYN E	110-00-21106-000-000	2010 RE TAX OVERPAY	82.24
101935	1/12	LESNIK, TERESA M	110-00-21106-000-000	2010 RE TAX OVERPAY	269.33
101936	1/12	MEYERS, BRUCE & PAULA	110-00-21106-000-000	2010 RE TAX OVERPAY	127.17
101937	1/12	GRAZIER, ROBERT J	110-00-21106-000-000	2010 RE TAX OVERPAY	353.47
101938	1/12	HERNANDEZ, CHRISTINA	110-00-21106-000-000	2010 RE TAX OVERPAY	476.61
101939	1/12	VALDIVIA, ANGELICA	110-00-21106-000-000	2010 RE TAX OVERPAY	216.24
101940	1/12	FREDERICKSEN, JILL M	110-00-21106-000-000	2010 RE TAX OVERPAY	108.34
101941	1/12	JOHNSTON, THOMAS G	110-00-21106-000-000	2010 RE TAX OVERPAY	74.90

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101942	1/12	NELSON, NICK	110-00-21106-000-000	2010 RE TAX OVERPAY	286.11
101943	1/12	PETERS, LORI M	110-00-21106-000-000	2010 RE TAX OVERPAY	433.89
101944	1/12	FRANCIS, SHANNON L	110-00-21106-000-000	2010 RE TAX OVERPAY	185.06
101945	1/12	JENSON, DAVID L	110-00-21106-000-000	2010 RE TAX OVERPAY	215.00
101946	1/12	SPADAFORE, ROBERT & TRICIA	110-00-21106-000-000	2010 RE TAX OVERPAY	620.28
101947	1/12	OBREGON, ALVARO & JENNY	110-00-21106-000-000	2010 RE TAX OVERPAY	611.48
101948	1/12	MCGOVERN, KYLE J	110-00-21106-000-000	2010 RE TAX OVERPAY	44.49
101949	1/12	ERDMANN, MICHAEL E	110-00-21106-000-000	2010 RE TAX OVERPAY	218.23
101950	1/12	HILL, CRYSTAL C	110-00-21106-000-000	2010 RE TAX OVERPAY	338.08
101951	1/12	HILLARD, CHRISTINA L	110-00-21106-000-000	2010 RE TAX OVERPAY	99.88
101952	1/12	RAMSDELL, DANIEL R	110-00-21106-000-000	2010 RE TAX OVERPAY	172.35
101953	1/12	BORCHARDT, BONNIE L	110-00-21106-000-000	2010 RE TAX OVERPAY	95.87
101954	1/12	GRAY, ROBERT JR & ROBYN	110-00-21106-000-000	2010 RE TAX OVERPAY	275.21
101955	1/12	STINE, CHARLES & JOYCE	110-00-21106-000-000	2010 RE TAX OVERPAY	67.30
101956	1/12	BLG PROPERTIES, LLC	110-00-21106-000-000	2010 RE TAX OVERPAY	46.02
101957	1/12	WHITTEN, GLENDA & GARY	110-00-21106-000-000	2010 RE TAX OVERPAY	195.24
101958	1/12	OPLAWSKI, KADEAN A	110-00-21106-000-000	2010 RE TAX OVERPAY	31.42
101959	1/12	SCHMIDKONZ, NED R	110-00-21106-000-000	2010 RE TAX OVERPAY	42.97
101960	1/12	KOPP, EUGENE M	110-00-21106-000-000	2010 RE TAX OVERPAY	250.84
101961	1/12	BAIERL, BERNARD & JUDITH	110-00-21106-000-000	2010 RE TAX OVERPAY	114.91

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101962	1/12	CARAVATI, MARIA	110-00-21106-000-000	2010 RE TAX OVERPAY	281.11
101963	1/12	KNURR, GARY & KAREN	110-00-21106-000-000	2010 RE TAX OVERPAY	87.45
101964	1/12	BRANDL, WILLIAM	110-00-21106-000-000	2010 RE TAX OVERPAY	35.40
101965	1/12	EASTER, TERRY & CANDACE	110-00-21106-000-000	2010 RE TAX OVERPAY	162.62
101966	1/12	TORRES, ROLANDO & ROSA	110-00-21106-000-000	2010 RE TAX OVERPAY	140.68
101967	1/12	ESCRIBANO, PABLO & DIANA	110-00-21106-000-000	2010 RE TAX OVERPAY	89.47
101968	1/12	JARMILLO, TAMI J	110-00-21106-000-000	2010 RE TAX OVERPAY	102.30
101969	1/12	RADCHENKO, TETYANA P	110-00-21106-000-000	2010 RE TAX OVERPAY	623.33
101970	1/12	SERRA, CARL & NANCY	110-00-21106-000-000	2010 RE TAX OVERPAY	63.85
101971	1/12	EDWARDS, GARY M AND	110-00-21106-000-000	2010 RE TAX OVERPAY	43.95
101972	1/12	CURRAN, JENNIFER L	110-00-21106-000-000	2010 RE TAX OVERPAY	943.56
101973	1/12	WORKMAN, DIANE C	110-00-21106-000-000	2010 RE TAX OVERPAY	45.96
101974	1/12	COLBY, MICHAEL L	110-00-21106-000-000	2010 RE TAX OVERPAY	461.95
101975	1/12	HOWARD, JOAN	110-00-21106-000-000	2010 RE TAX OVERPAY	58.01
101976	1/12	CZAJKA, JENNIFER A	110-00-21106-000-000	2010 RE TAX OVERPAY	126.62
101977	1/12	LEBEAG, MICHAEL & MARY	110-00-21106-000-000	2010 RE TAX OVERPAY	41.87
101978	1/12	MEADE, MELISSA	110-00-21106-000-000	2010 RE TAX OVERPAY	567.09
101979	1/12	CLARK, VICKIE J	110-00-21106-000-000	2010 RE TAX OVERPAY	144.81
101980	1/12	ANDERSON, MARK & KAREN	110-00-21106-000-000	2010 RE TAX OVERPAY	374.78
101981	1/12	BRANDOFINO, PAUL	110-00-21106-000-000	2010 RE TAX OVERPAY	52.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101982	1/12	DUGDALE, JANET L	110-00-21106-000-000	2010 RE TAX OVERPAY	104.13
101983	1/12	KREUSER, ANGELA	110-00-21106-000-000	2010 RE TAX OVERPAY	100.51
101984	1/12	GEORGESCU, MIHAI & AURELIA	110-00-21106-000-000	2010 RE TAX OVERPAY	152.05
101985	1/12	ACOSTA-SVAJCSIK, MELISSA	110-00-21106-000-000	2010 RE TAX OVERPAY	356.56
101986	1/12	NIELSEN, KRISTIAN	110-00-21106-000-000	2010 RE TAX OVERPAY	341.91
101987	1/12	SPENCER, TIMOTHY P	110-00-21106-000-000	2010 RE TAX OVERPAY	490.24
101988	1/12	DRAEGER, DANIEL & JENNIFER	110-00-21106-000-000	2010 RE TAX OVERPAY	69.93
101989	1/12	TELLEZ, PAUL & CARLY	110-00-21106-000-000	2010 RE TAX OVERPAY	57.86
101990	1/12	TOMCZAK, JOSEPH & PAULA	110-00-21106-000-000	2010 RE TAX OVERPAY	46.48
101991	1/12	MCDEVITT, PATRICK & CONNIE	110-00-21106-000-000	2010 RE TAX OVERPAY	1,154.66
101992	1/12	LUNA, EFRAIN	110-00-21106-000-000	2010 RE TAX OVERPAY	173.54
101993	1/12	YOUNG, PAUL G	110-00-21106-000-000	2010 RE TAX OVERPAY	317.55
101994	1/12	MCCOY, MARCUS A AND	110-00-21106-000-000	2010 RE TAX OVERPAY	754.47
101995	1/12	MARTINEZ, MOISES & FEDERICO	110-00-21106-000-000	2010 RE TAX OVERPAY	142.83
101996	1/12	GILLEY, THOMAS & DEBRA	110-00-21106-000-000	2010 RE TAX OVERPAY	122.12
101997	1/12	PACETTI, JOAN E	110-00-21106-000-000	2010 RE TAX OVERPAY	231.97
101998	1/12	BARDEN, ERIC AND	110-00-21106-000-000	2010 RE TAX OVERPAY	477.10
101999	1/12	WEBER, DONALD JR	110-00-21106-000-000	2010 RE TAX OVERPAY	452.12
102000	1/12	JONES, GENESIA K AND	110-00-21106-000-000	2010 RE TAX OVERPAY	55.89
102001	1/12	PESTKA, JOHN	110-00-21106-000-000	2010 RE TAX OVERPAY	106.45

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
102002	1/12	LAWSON, DEBRA A	110-00-21106-000-000	2010 TAX 6521 30 AV	507.79
102003	1/12	VILLEGAS, MIGUEL	110-00-21106-000-000	2010 RE TAX OVERPAY	368.59
102004	1/12	PROCARIONE, DIANE	110-00-21106-000-000	6407 39TH/7842 31ST	267.10
102005	1/12	HARDING, AMANDA L	110-00-21106-000-000	2010 RE TAX OVERPAY	361.40
102006	1/12	GENETT, MELISSA C	110-00-21106-000-000	2010 RE TAX OVERPAY	134.89
102007	1/12	RICHARDSON, JOEL & SHAUNA	110-00-21106-000-000	2010 RE TAX OVERPAY	48.83
102008	1/12	KARCE, LULE & TOMOR	110-00-21106-000-000	2010 RE TAX OVERPAY	747.78
102009	1/12	LOPEZ, ERIC & ASHLEY	110-00-21106-000-000	2010 RE TAX OVERPAY	110.51
102010	1/12	SOSA, JOSE R AND	110-00-21106-000-000	2010 TAX 6720 12 AV	273.07
102011	1/12	MARTINEZ-CRUZ, GABRIEL	110-00-21106-000-000	2010 RE TAX OVERPAY	177.26
102012	1/12	HOFFMANN, RONALD	110-00-21106-000-000	2010 TAX 5914 31 AV	291.26
102013	1/12	HUYNH, HUE & THO	110-00-21106-000-000	2010 RE TAX OVERPAY	64.78
102014	1/12	BAILEY, MARY ETTA	110-00-21106-000-000	2010 RE TAX OVERPAY	151.67
102015	1/12	NICKL, LORIA & SCOTT	110-00-21106-000-000	2010 RE TAX OVERPAY	153.41
102016	1/12	KREUSCHER, JERRY	110-00-21106-000-000	2010 RE TAX OVERPAY	62.89
102017	1/12	WILLIAMS, DAVID & ANGELA	110-00-21106-000-000	2010 RE TAX OVERPAY	208.39
102018	1/12	WESS, SANDRA J	110-00-21106-000-000	2010 RE TAX OVERPAY	124.92
102019	1/12	VILLARUZ, LEOPOLDO & GEMMA	110-00-21106-000-000	2010 RE TAX OVERPAY	38.97
102020	1/12	MAEGAARD, DENISE & KEVIN	110-00-21106-000-000	2010 RE TAX OVERPAY	214.42
102021	1/12	C & A TITLE, LLC	110-00-21106-000-000	2010 TAX 5527 38 AV	46.03

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
102022	1/12	RUFFALO, ALFRED D AND	110-00-21106-000-000	2010 RE TAX OVERPAY	76.11
102023	1/12	LADWIG, DALE & CATHERINE	110-00-21106-000-000	2010 RE TAX OVERPAY	85.46
102024	1/12	PHILLIPS, BRIAN D	110-00-21106-000-000	2010 TAX 2813 25 AV	208.98
102025	1/12	VARGAS, ISAIAS & MARIA	110-00-21106-000-000	2010 RE TAX OVERPAY	131.86
102026	1/12	HERNANDEZ, PATRICK AND	110-00-21106-000-000	2010 RE TAX OVERPAY	209.25
102027	1/12	LAYCOCK, TIMOTHY R	110-00-21106-000-000	2010 RE TAX OVERPAY	540.25
102028	1/12	TANKERSLEY, JANET L	110-00-21106-000-000	2010 RE TAX OVERPAY	117.79
102029	1/12	EIDEN, JEREMY & AMY	110-00-21106-000-000	2010 RE TAX OVERPAY	38.84
102030	1/12	RUSSELL, CONNIE M	110-00-21106-000-000	2010 RE TAX OVERPAY	92.51
102031	1/12	MATTOX, MARVIN & DEBRA	110-00-21106-000-000	2010 RE TAX OVERPAY	89.18
102032	1/12	HEGLAND, PAUL & CHRISTA	110-00-21106-000-000	2010 RE TAX OVERPAY	503.61
102033	1/12	HARRIS, MARY A	110-00-21106-000-000	2010 RE TAX OVERPAY	82.03
102034	1/12	SCHAEFER, SUSAN K	110-00-21106-000-000	2010 RE TAX OVERPAY	66.85
102035	1/12	BROWN, ALAN S JR	110-00-21106-000-000	2010 RE TAX OVERPAY	87.92
102036	1/12	CZARNOWSKI, RICK & MARYANN	110-00-21106-000-000	2010 RE TAX OVERPAY	74.62
102037	1/12	WHIPPO, BRADLEY & ROCHELLE	110-00-21106-000-000	2010 TAX 8845 17 AV	427.53
102038	1/12	BECKER, CHANDRA L	110-00-21106-000-000	2010 RE TAX OVERPAY	90.00
102039	1/12	FRIEDRICH, DEBORA	110-00-21106-000-000	2010 RE TAX OVERPAY	42.33
102040	1/12	CONLEY, RALPH & BRIDGET	110-00-21106-000-000	2010 RE TAX OVERPAY	52.21
102041	1/12	SMITH, DAVID M	110-00-21106-000-000	2010 RE TAX OVERPAY	461.64

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
102042	1/12	CALDERON, J MANUAL AND	110-00-21106-000-000	2010 RE TAX OVERPAY	278.79
102043	1/12	OLIVARES, ROMEO & SYLVIA	110-00-21106-000-000	2010 RE TAX OVERPAY	207.37
102044	1/12	SIDA, MANUEL & DELFINA	110-00-21106-000-000	2010 RE TAX OVERPAY	401.08
			110-00-21106-000-000	2010 TAX 1506 68 ST	287.58
				..... CHECK TOTAL	688.66
102045	1/12	ZIGNER, RUTH C	110-00-21106-000-000	2010 RE TAX OVERPAY	103.53
102046	1/12	VOGELMAN, ROBERT & LINDA	110-00-21106-000-000	2010 RE TAX OVERPAY	46.76
102047	1/12	MLODZIK, RONALD & DONNA	110-00-21106-000-000	2010 RE TAX OVERPAY	26.37
102048	1/12	TORRES, REYNALDO JR	110-00-21106-000-000	2010 RE TAX OVERPAY	1,387.70
102049	1/12	MUSSER, GREGORY & DEBRA	110-00-21106-000-000	2010 RE TAX OVERPAY	28.19
102050	1/12	STANCHFIELD, MARTIN & EDNA	110-00-21106-000-000	2010 RE TAX OVERPAY	163.64
102051	1/12	CLAUSEN, RICHARD & SHARON	110-00-21106-000-000	2010 RE TAX OVERPAY	152.00
102052	1/12	KAUCIC, JAMES J & LISA M	110-00-21106-000-000	2010 RE TAX OVERPAY	180.49
102053	1/12	PETIT, JOSEPH	110-00-21106-000-000	2010 TAX 2118 53 ST	31.67
102054	1/12	WIMMER, FRANK	110-00-21106-000-000	2010 RE TAX OVERPAY	122.15
102055	1/12	GOLTRY, KENNETH & JAN	110-00-21106-000-000	2010 RE TAX OVERPAY	143.50
102056	1/12	BATTELLINI, MARIO AND	110-00-21106-000-000	2010 RE TAX OVERPAY	109.92
102057	1/12	BEDNAR, ROBERT & BRENDA	110-00-21106-000-000	2010 RE TAX OVERPAY	356.59
102058	1/12	EVERTSE, ILONA	110-00-21106-000-000	2010 RE TAX OVERPAY	346.74
102059	1/12	CATES, JOAN & DAVID	110-00-21106-000-000	2010 RE TAX OVERPAY	162.03
102060	1/12	ENGEN, MITCH	110-02-52601-261-000	12/10 141 MILES	70.50
			110-02-52601-226-000	11/10 CELL PHONE	14.68
			 CHECK TOTAL	85.18

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
102061	1/12	LABAHN, JEFFREY B.	110-01-51701-261-000	1-3/10 357.2 MILES	178.60
			110-01-51701-261-000	9-11/10 156 MILES	78.00
				..... CHECK TOTAL	256.60
102062	1/12	BUCK, WAYDE B	521-09-50101-261-000	12/10 444 MILES	222.00
102063	1/12	BLISE, PAULA	110-02-52601-261-000	12/10 270 MILES	135.00
102064	1/12	SWARTZ, MARTHA E.	110-02-52601-261-000	12/10 296 MILES	148.00
102065	1/12	MIKOLAS, KEVIN	110-02-52601-261-000	12/10 463 MILES	231.50
102066	1/12	CHIAPPETTA, LOUIS	110-02-52601-261-000	12/10 246 MILES	123.00
102067	1/12	DUMKE, JOHN E.	110-02-52601-261-000	12/10 244 MILES	122.00
102068	1/12	JANTZEN, DENNIS	110-02-52601-261-000	12/10 316 MILES	158.00
102069	1/12	SANCHEZ, MARGARITO	110-02-52601-261-000	12/10 219 MILES	109.50
102070	1/14	BINDELLI BROTHERS, INC	110-09-56501-259-569	12/10 4602 10 AVE	140.00
102071	1/14	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	12/10 ST ELECTRICAL	4.80
102072	1/14	KENOSHA AREA CONVENTION &	110-00-41204-999-000	PROJ 2011-1ST PYMT	101,030.90
102073	1/14	COMSYS, INCORPORATED	110-01-51102-215-000	1/11 COMPUTER SUPPOR	36,013.76
			501-09-50101-215-000	1/11 COMPUTER SUPPOR	9,003.46
				..... CHECK TOTAL	45,017.22
102074	1/14	CARDINAL HEALTH	206-02-52205-318-000	12/10 FD MEDICAL SUP	9.20
102075	1/14	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	1/14/11 CITY SAL	47,748.92
			110-00-21562-000-000	1/14/11 CITY HRLY	15,712.25
			110-00-21562-000-000	1/14/11 LIBRARY SAL	8,484.50
			110-00-21562-000-000	1/14/11 WATER SAL	7,727.50
			110-00-21562-000-000	1/14/11 WATER HRLY	4,229.85
			110-00-21562-000-000	1/14/11 MUSEUM HRLY	205.00
			 CHECK TOTAL	84,108.02

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
102076	1/14	KENOSHA CITY EMPLOYEE'S	110-00-21553-000-000	1/14/11 SAL DEDUCT	40.82
102077	1/14	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	1/14/11 CITY SAL	1,408.23
			110-00-21541-000-000	1/14/11 LIBRARY SAL	266.00
			110-00-21541-000-000	1/14/11 WATER SAL	180.00
				..... CHECK TOTAL	1,854.23
102078	1/14	LABOR PAPER, THE	403-11-50904-589-000	12/10-TRUCK WASH	26.62
102079	1/14	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	12/4/10 J PETERSON	737.00
			110-09-56405-161-000	11/26/10 M CURI	148.19
				..... CHECK TOTAL	885.19
102080	1/14	KENOSHA NEWS	520-09-50301-328-000	9/10 TD-KAT HEARING	217.50
			520-09-50301-328-000	8/10 TD-KAT NOTICE	217.50
			754-09-50102-579-000	12/10 FN-SURVEIL AD	67.67
				..... CHECK TOTAL	502.67
102081	1/14	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	1/14/11 SAL DEDUCT	95,516.00
102082	1/14	MINNESOTA LIFE INSURANCE	110-00-21533-000-000	02/11 PREMIUM	12,926.93
			110-09-56304-156-000	02/11 PREMIUM	5,893.32
			110-00-15601-000-000	02/11 PREMIUM	1,634.48
			110-00-15201-000-000	02/11 PREMIUM	1,132.62
			520-09-50101-156-000	02/11 PREMIUM	660.31
			110-00-13127-000-000	02/11 PREMIUM	400.70
			110-00-15202-000-000	02/11 PREMIUM	398.92
			631-09-50101-156-000	02/11 PREMIUM	250.99
			632-09-50101-156-000	02/11 PREMIUM	195.54
			110-00-14401-000-000	02/11 PREMIUM	126.58
			520-09-50201-156-000	02/11 PREMIUM	83.92
			520-09-50105-156-000	02/11 PREMIUM	78.02
			521-09-50101-156-000	02/11 PREMIUM	74.80
			501-09-50101-156-000	02/11 PREMIUM	28.92
			520-09-50301-156-000	02/11 PREMIUM	27.66
			630-09-50101-156-000	02/11 PREMIUM	23.92
			520-09-50403-156-000	02/11 PREMIUM	15.18
			501-09-50103-156-000	02/11 PREMIUM	4.28
			501-09-50105-156-000	02/11 PREMIUM	3.18
			520-09-50401-156-000	02/11 PREMIUM	2.30
			 CHECK TOTAL	23,962.57

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
102083	1/14	WILLKOMM INC., JERRY	630-09-50101-392-000	12/10-SE DIESEL FUEL	20,717.28
102084	1/14	WIS DEPT OF REVENUE	110-00-21512-000-000	12/16-31/10 DEDUCT	141,684.95
102085	1/14	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	1/14/11 H TOLBERT	208.53
102086	1/14	FEDERAL RESERVE BANK OF	110-00-21561-000-000	01/11 SAVINGS BONDS	300.00
102087	1/14	LEITCH PRINTING CORPORATION	631-09-50101-311-000	12/10 EN WORK ORDERS	88.00
102088	1/14	SOUTHPORT VACUUM	110-02-52203-344-000	STN 3 VACUUM REPAIR	37.70
102089	1/14	COMMERCE INDUSTRIAL CHEMICAL	110-03-53107-352-000	CALCIUM CHLORIDE	2,081.56
102090	1/14	BADGER OIL EQUIPMENT CO.	520-09-50202-246-000	VEEDER ROOT	1,457.50
			520-09-50202-246-000	REPAIR PUMP	368.75
			520-09-50202-246-000	VEEDER ROOR REPAIR	194.45
				..... CHECK TOTAL	2,020.70
102091	1/14	BECKER AWNING	110-02-52206-367-000	12/10 FD # 3 REPAIRS	40.00
			110-02-52206-367-000	12/10 FD #3 REPAIRS	35.00
			110-02-52206-367-000	12/10 FD #3 REPAIRS	35.00
				..... CHECK TOTAL	110.00
102092	1/14	BROOKS TRACTOR, INC.	630-09-50101-393-000	12/10 SE PARTS & MAT	2,279.76
			630-09-50101-393-000	12/10 SE #2593 PARTS	347.39
			630-09-50101-393-000	12/10 SE #2592 PARTS	98.63
				..... CHECK TOTAL	2,725.78
102093	1/14	FABCO EQUIPMENT, INC.	630-09-50101-393-000	PARTS FLEET 2920	1,674.06
			630-09-50101-393-000	PARTS FLEET 2745	1,664.20
			630-09-50101-393-000	11/10 SE PARTS & MAT	72.91
				..... CHECK TOTAL	3,411.17
102094	1/14	WALGREEN CO.	110-09-56405-161-000	3/15/10 B MILLER	22.18
102095	1/14	LARK UNIFORM, INC.	110-02-52103-367-000	12/10-UNIT#545 UNIFO	256.80
			110-02-52103-367-000	12/10-UNIT#508 UNIFO	180.85
			110-02-52103-367-000	12/10-UNIT#378 UNIFO	153.90
			110-02-52103-367-000	12/10-UNIT#372 UNIFO	152.85
			 CHECK TOTAL	744.40

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
102096	1/14	CHASE BANK KENOSHA	110-00-21513-000-000	1/14/11 DEDUCTS	252,530.75
			110-00-21612-000-000	1/14/11 DEDUCTS	87,118.46
			110-00-21511-000-000	1/14/11 DEDUCTS	59,016.13
			110-00-21614-000-000	1/14/11 DEDUCTS	25,123.41
			110-00-21514-000-000	1/14/11 DEDUCTS	25,123.08
				..... CHECK TOTAL	448,911.83
102097	1/14	DWD-UI	110-09-56308-157-000	12/10 UNEMPLOYMENT	40,434.69
			520-09-50101-157-000	12/10 UNEMPLOYMENT	2,658.46
			110-09-56308-157-000	12/10 UNEMPLOYMENT	536.52
			110-00-15601-000-000	12/10 UNEMPLOYMENT	58.37
			110-09-56308-157-000	12/10 UNEMPLOYMENT	140.80CR
				..... CHECK TOTAL	43,547.24
102098	1/14	DIGICORP COMMUNICATIONS	110-01-51801-227-000	12/10 MB PHONE SYSTE	160.00
102099	1/14	KENOSHA ACHIEVEMENT CENTER	259-06-50403-259-000	#5214753 SUBGR AGMT	20,769.00
			289-06-50403-259-000	#5214753 SUBGR AGMT	16,000.00
				..... CHECK TOTAL	36,769.00
102100	1/14	OFFICEMAX	110-02-52201-311-000	12/10 FD #1696 OFFC	1,199.17
			110-01-51101-311-000	12/10 FN #1705 OFFC	604.44
			501-09-50103-388-000	LUMIX CAMERA	312.77
			110-02-52601-311-000	12/10 DH #1699 OFFC	30.00
				..... CHECK TOTAL	2,146.38
102101	1/14	KORTENDICK HARDWARE INC.	520-09-50202-249-000	WINTERIZE IRRIGATION	250.00
102102	1/14	STANDARD INDUSTRIAL & AUTO	520-09-50201-235-000	LIFT INSPECTIONS	890.00
102103	1/14	PREISS, IRENE	110-02-52203-165-000	01/11 BENEFITS	410.53
102104	1/14	TUDJAN, EDWARD	110-02-52203-165-000	01/11 BENEFITS	941.50
102105	1/14	ZAK, PAUL	110-02-52203-165-000	01/11 BENEFITS	861.97
102106	1/14	WIS DEPT OF REVENUE	110-00-21581-000-000	12/10 DEDUCTIONS	249.27
102107	1/14	LINCOLN CONTRACTORS SUPPLY	110-03-53103-389-000	12/10-ST TOOLS/SUPPL	297.00
			110-03-53113-389-000	12/10-ST TOOLS/SUPPL	22.80
			 CHECK TOTAL	319.80

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
102108	1/14	PROBUILD	286-06-50302-259-000	#5215065 MATERIALS	110.00
102109	1/14	DECKER FIRE & SAFETY	632-09-50101-235-000	SPRINKLER INSPECTION	255.00
102110	1/14	HOLLAND SUPPLY, INC.	630-09-50101-393-000	12/10-CE HYDRAULIC F	185.28
			630-09-50101-393-000	12/10-CE HYDRAULIC F	21.75
			630-09-50101-393-000	12/10-CE HYDRAULIC F	17.46
				..... CHECK TOTAL	224.49
102111	1/14	LEE'S RENT IT	286-06-50302-259-000	#5213178 LIFT RENTL	106.46
102112	1/14	KENOSHA FIREFIGHTER C.A.R.E.	110-00-21564-000-000	1/14/11 SAL DEDUCT	729.00
102113	1/14	SCHELBLE & HEMMER, S.C.	110-00-21581-000-000	1/14/11 HRLY DEDUCT	121.76
102114	1/14	AT CONFERENCE	110-01-51801-225-000	12/13/10 CONF CALL	7.77
102115	1/14	BENDLIN FIRE EQUIPMENT CO.	110-02-52203-344-000	12/10 FD PARTS/MATER	102.66
102116	1/14	BASSO BUILDERS, INC.	284-06-50208-259-000	#5213165 DRAW #2	53,871.00
102117	1/14	WIS DEPT OF TRANSPORTATION	520-09-50301-219-000	CY2010 PROG-FINAL	2,557.00
102118	1/14	DAIMLER BUSES NORTH AMERICA	520-09-50201-347-000	11/10 TD PARTS AND M	1,458.72
			520-09-50201-347-000	11/10 FD PARTS AND M	1,458.72
			520-09-50201-347-000	12/10 TD PARTS AND M	.30
				..... CHECK TOTAL	2,917.74
102119	1/14	LEE PLUMBING, INC.	521-09-50101-241-000	12/10-AR INGITOR	246.33
			110-05-55109-241-000	12/10-PA HVAC, PLUMB	245.00
				..... CHECK TOTAL	491.33
102120	1/14	HUMANA CLAIMS	611-09-50101-155-527	1/12/11 MED CLAIMS	85,077.25
			611-09-50101-155-527	1/13/11 PHARMACY	6,169.38
			611-09-50101-155-527	1/13/11 MED CLAIMS	2,688.42
			611-09-50101-155-527	1/12/11 PHARMACY	1,460.85
			 CHECK TOTAL	95,395.90
102121	1/14	TREES "R" US, INC.	501-09-50106-219-000	LAWN TREE PRUNING	10,487.88

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT			
102122	1/14	CUMMINS NPOWER, LLC	520-09-50201-347-000	11/10 TD PARTS/SERVI	776.56			
			520-09-50201-347-000	11/10 TD PARTS/SERVI	79.68			
			520-09-50201-347-000	12/10 TD PARTS/SERVI	55.08			
			520-09-50201-347-000	11/10 TD PARTS/SERVI	47.88			
				..... CHECK TOTAL	959.20		
102123	1/14	WASTE MANAGEMENT OF WI	110-03-53117-253-416	12/10 1028.89 TONS	20,382.32			
			110-03-53117-253-416	12/10 WDNR TONNG FEE	13,375.57			
			110-03-53117-253-417	12/10 9 COMP PULLS	1,390.50			
			110-03-53117-253-417	12/10 58.97 TONS	1,168.20			
			110-03-53117-253-416	12/10 FUEL SURCHARGE	1,048.06			
			110-03-53117-253-417	12/10 WDNR TONNG FEE	766.61			
			110-03-53117-253-416	12/10 ENVIRO SURCHG	228.00			
			110-03-53117-253-417	12/10 FUEL SURCHARGE	131.74			
			110-03-53117-253-417	12/10 ENVIRO SURCHG	36.00			
				..... CHECK TOTAL	38,527.00		
			102124	1/14	COREY OIL, LTD	520-09-50106-341-000	12/10 TD LUBRICANT/O	5,524.51
			102125	1/14	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	1/14/11 L SAYLOR	32.09
102126	1/14	MALLERY & ZIMMERMAN, SC	110-00-21581-000-000	1/14/11 CHRISTERSON	133.78			
102127	1/14	MALSACK, J	110-09-56501-259-566	12/10 5821 5TH SNOW	450.00			
			110-09-56501-259-566	12/10 1516 69TH SNOW	210.00			
			110-09-56501-259-566	12/10 702 58TH SNOW	210.00			
			110-09-56501-259-566	12/10 6121 12TH SNOW	161.50			
			110-09-56501-259-566	12/10 2209 54TH SNOW	80.00			
			110-09-56501-259-566	12/10 1628 31ST SNOW	71.25			
			110-09-56501-259-566	12/10 8306 25TH SNOW	52.25			
			110-09-56501-259-566	12/10 2125 22ND SNOW	52.25			
			110-09-56501-259-566	12/20 617 58TH SNOW	52.25			
			110-09-56501-259-566	12/10 1410 60TH SNOW	47.50			
			110-09-56501-259-566	12/10 6111 12TH SNOW	47.50			
			110-09-56501-259-566	12/10 6212 50TH SNOW	42.75			
			110-09-56501-259-566	12/10 4010 11TH SNOW	42.75			
			110-09-56501-259-566	12/10 2023 74TH SNOW	42.75			
			110-09-56501-259-566	12/10 6013 12TH SNOW	42.75			
			110-09-56501-259-566	12/10 6023 12TH SNOW	42.75			
			110-09-56501-259-566	12/10 1414 60TH SNOW	38.00			
			110-09-56501-259-566	12/10 5703 6TH SNOW	20.90			
			110-09-56501-259-566	12/10 5700 6TH SNOW	9.50			
			 CHECK TOTAL	1,716.65			

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
102128	1/14	WISCONSIN DEPT OF REVENUE	110-00-21109-000-000	SPC LOTTERY CHG COL	6,188.25
102129	1/14	REMY BATTERY CO., INC.	630-09-50101-393-000	12/10-CE BATTERIES	481.38
102130	1/14	WASTE MGMT OF MILWAUKEE	110-03-53117-253-418	12/10-COMPACTOR RENT	633.71
102131	1/14	LETTERING MACHINE	110-02-52206-367-000	12/10-FD CLOTHING	84.00
102132	1/14	MARTIN PETERSEN COMPANY, INC.	520-09-50202-246-000	12/10-REPL GAS VALVE	810.00
			520-09-50202-246-000	11/10 TD-SERVICE CAL	209.00
			520-09-50401-246-000	12/10-REPL VENT CAP	109.00
				..... CHECK TOTAL	1,128.00
102133	1/14	CHIEF SUPPLY CORPORATION	110-02-52203-369-000	1595 ICE RESCUE SUIT	480.00
			110-02-52203-369-000	RESCUE LINE-200FT.	74.99
				..... CHECK TOTAL	554.99
102134	1/14	SOUTHERN WISCONSIN APPRAISAL	284-06-50209-259-000	#5211531 APPRAISAL	300.00
			284-06-50207-259-000	#5211534 APPRAISAL	300.00
				..... CHECK TOTAL	600.00
102135	1/14	CHAPTER 13 TRUSTEE	110-00-21581-000-000	1/14/11 B MIFFLIN	419.00
			110-00-21581-000-000	1/14/11 H DARBY	283.00
				..... CHECK TOTAL	702.00
102136	1/14	MENARDS (KENOSHA)	110-03-53103-357-000	12/10-ST MERCHANDISE	292.58
			110-03-53103-357-000	12/10-ST MERCHANDISE	132.79
			110-05-55109-357-000	12/10-PA MERCHANDISE	119.96
			286-06-50302-259-000	#5206967 MATERIALS	83.22
			110-03-53113-389-000	12/10-ST MERCHANDISE	70.09
			286-06-50302-259-000	#5206967 MATERIALS	28.30
			520-09-50201-344-000	12/10-TD MERCHANDISE	27.46
			286-06-50302-259-000	#5213904 MATERIALS	21.76
			286-06-50302-259-000	#5206967 MATERIALS	20.15
			286-06-50302-259-000	#5206967 MATERIALS	19.98
			286-06-50302-259-000	#5213904 MATERIALS	19.86
			286-06-50302-259-000	#5213904 MATERIALS	15.21
			286-06-50302-259-000	#5213904 MATERIALS	8.97
				..... CHECK TOTAL	860.33

START DATE FOR SUMMARY: 1/01 END DATE FOR SUMMARY: 1/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
102137	1/14	SHERWIN INDUSTRIES	110-03-53103-367-000	T-SHIRTS	618.38
102138	1/14	KASDORF, LEWIS & SWIETLIK	110-09-56405-212-000	4/10/09 RIESELLEMAN	110.80
102139	1/14	PLATINUM SYSTEMS	110-02-52103-365-000	12/10-CABLES/SUPPLIE	110.70
102140	1/14	CENTRAL HIGH SCHOOL	110-00-21812-000-000	2010 TAX RL SETTLMT	222,654.27
102141	1/14	BRISTOL SCHOOL DISTRICT #1	110-00-21811-000-000	2010 TAX RL STTLMT	332,561.45
102142	1/14	WIS SCTF	110-00-21581-000-000	1/14/11 SAL DEDUCT	7,216.56
			110-00-21581-000-000	1/14/11 HRLY DEDUCT	1,069.34
				..... CHECK TOTAL	8,285.90
102143	1/14	FORTY THIRD STREET	110-01-51801-246-984	ASSESSOR/FIRE PROJ	203.00
102144	1/14	CITY OF KENOSHA - TREASURER	420-11-50703-589-000	2010 TAX-4710 47 AV	3,961.53
			420-11-50703-589-000	2010 TAX-4722 47 AV	3,575.43
			420-11-50703-589-000	2010 RE TAX-47 AVE	149.04
				..... CHECK TOTAL	7,686.00
102145	1/14	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	1/14/11 M RIVERA	278.00
			110-00-21581-000-000	1/14/11 J PETRILLO	139.82
				..... CHECK TOTAL	417.82
102146	1/14	CERTIFIED LABORATORIES	520-09-50201-317-000	BATTERY CLEANER	165.00
102147	1/14	LOCAL GOVERNMENT PROPERTY	110-00-21109-000-000	2011 PREMIUM 140300	181,288.00
102148	1/14	R.A. ADAMS ENTERPRISES, INC.	420-11-51001-579-000	TRAILER (OPTION 15)	37,968.00
102149	1/14	GATEWAY TECH COLLEGE	110-00-21803-000-000	2010 TAX RL STTLMT	3,604,707.48
102150	1/14	PARIS JT. 1 SCHOOL DISTRICT	110-00-21813-000-000	2010 TAX RL STTLMT	33,607.30
102151	1/14	J.K.R. SURVEYING, INC	284-06-50210-259-000	#5213026 SURVEY	175.00
102152	1/14	INLAND POWER GROUP	520-09-50202-246-000	ANNUAL INSPECTION	1,367.25
102153	1/14	PROCESSWORKS INC.	110-00-21578-000-000	12/10 CHARGES	7,341.37
			110-00-21578-000-000	2010 CHARGES	6,666.43
			110-00-21578-000-000	1/11/11 CHECK REG	1,282.75
			110-00-21578-000-000	1/04/11 CHECK REG	39.00
				..... CHECK TOTAL	15,329.55

START DATE FOR SUMMARY: 1/01 END DATE FOR SUMMARY: 1/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
102154	1/14	AIRGAS NORTH CENTRAL	110-03-53103-355-000	12/10 ST-INDSTL GAS	62.64
			206-02-52205-389-000	12/10 FD#3 OXYGEN CY	61.78
			206-02-52205-389-000	12/10 FD#5 OXYGEN CY	51.05
			110-03-53103-355-000	12/10 ST-INDSTL GAS	47.48
			206-02-52205-389-000	12/10 FD#3 OXYGEN CY	43.28
			206-02-52205-389-000	12/10 FD#5 OXYGEN CY	35.46
			206-02-52205-389-000	12/10 FD#5 OXYGEN CY	24.99
				..... CHECK TOTAL	326.68
102155	1/14	RED THE UNIFORM TAILOR	110-02-52103-367-000	12/10 POLICE UNIFRM	315.70
			110-02-52103-367-000	12/10 POLICE UNIFRM	295.70
			110-02-52103-367-000	12/10 POLICE UNIFRM	212.80
			110-02-52103-367-000	12/10 POLICE UNIFRM	121.85
			110-02-52103-367-000	12/10 POLICE UNIFRM	106.95
			110-02-52103-367-000	12/10 POLICE UNIFRM	96.10
			110-02-52103-367-000	10/10 POLICE UNIFRM	74.95
			110-02-52103-367-000	12/10 POLICE UNIFRM	64.95
			110-02-52103-367-000	12/10 POLICE UNIFRM	49.90
				..... CHECK TOTAL	1,338.90
102156	1/14	DESIGN CLEANING SERVICES INC	633-09-50101-246-000	CARPET CLEANING	135.00
102157	1/14	NEW SONG MINISTRIES	289-06-50614-259-000	#5214747 SUBGR AGMT	425.00
102158	1/14	J D BENEFITS, INC	110-00-21517-000-000	1/01-15/11 DEDUCTS	779.13
102159	1/14	CLARK DIETZ, INC	409-11-50903-219-000	11/10 CONSTR MNGMNT	13,055.20
102160	1/14	ERO-TEX	501-09-50105-344-000	GEOTEXTILE FABRIC	1,285.00
			501-09-50105-344-000	GEOTEXTILE FABRIC	1,265.00
			501-09-50105-344-000	GEOTEXTILE FABRIC	600.00
			501-09-50105-344-000	GEOTEXTILE FABRIC	600.00
				..... CHECK TOTAL	3,750.00
102161	1/14	AURORA MEDICAL GROUP	520-09-50101-216-000	12/10 SCREENS	521.00
			110-01-51303-216-000	12/10 SCREENS	109.00
				..... CHECK TOTAL	630.00
102162	1/14	HEALTHPORT	110-09-56405-161-000	5/5/10 N MIELOSZYK	28.71

START DATE FOR SUMMARY: 1/01 END DATE FOR SUMMARY: 1/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
102163	1/14	AURORA HEALTH CARE	110-09-56405-161-000	6/19/10 R WOJTAK	1,114.27
			110-09-56405-161-000	11/14/10 T KNIGHT	199.76
			110-09-56405-161-000	6/19/10 R WOJTAK	134.64
			110-09-56405-161-000	11/19/10 J BILL	59.84
				..... CHECK TOTAL	1,508.51
102164	1/14	FAMILY FOOT CLINIC OF WI SC	110-09-56405-161-000	12/4/10 J PETERSON	349.03
102165	1/14	PHELPS, EMMA	110-00-21106-000-000	2010 RE TAX OVERPAY	217.64
102166	1/14	STROM, SCOTT	110-00-21106-000-000	2010 RE TAX OVERPAY	68.14
102167	1/14	VALENTA, THOMAS & LORI	110-00-21106-000-000	2010 RE TAX OVERPAY	103.28
102168	1/14	LANUM, MICHAEL	110-00-21106-000-000	2010 RE TAX OVERPAY	121.44
102169	1/14	MASTRONARDI, ROBERT	110-00-21106-000-000	2010 TAX-VARIOUS	1,399.30
102170	1/14	KERR, MARY A	110-00-21106-000-000	2010 RE TAX OVERPAY	34.84
102171	1/14	SCHILLING, DALE & KIMBERLEY	110-00-21106-000-000	2010 RE TAX OVERPAY	83.21
102172	1/14	ROBINSON, DAVID & JULIA	110-00-21106-000-000	2010 RE TAX OVERPAY	334.54
102173	1/14	LEE, FLETCHER & JEAN T	110-00-21106-000-000	2010 RE TAX OVERPAY	47.59
102174	1/14	DOBBINS, JOAN L	110-00-21106-000-000	2010 RE TAX OVERPAY	486.86
102175	1/14	MARES, AMBROSIO & LUCIA	110-00-21106-000-000	2010 RE TAX OVERPAY	379.93
102176	1/14	FLESCHE, DONALD JR & SANDRA	110-00-21106-000-000	2010 RE TAX OVERPAY	28.87
102177	1/14	BECKER, JOHN E & VESNA	110-00-21106-000-000	2010 RE TAX OVERPAY	322.86
102178	1/14	HENDRICKSON, MICHAEL R &	110-00-21106-000-000	2010 RE TAX OVERPAY	2.53
102179	1/14	GILBERT, CARL E & VERA L	110-00-21106-000-000	2010 RE TAX OVERPAY	160.23
102180	1/14	DAHLSTROM, LINDA	110-00-21106-000-000	2010 RE TAX OVERPAY	611.34

START DATE FOR SUMMARY: 1/01 END DATE FOR SUMMARY: 1/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
102181	1/14	PASSE, CHRISTOPHER J	110-00-21106-000-000	2010 RE TAX OVERPAY	133.74
102182	1/14	MEYER, JOHN R AND	110-00-21106-000-000	2010 RE TAX OVERPAY	162.99
102183	1/14	GAMMON, DENNIS & BECKY	110-00-21106-000-000	2010 RE TAX OVERPAY	168.44
102184	1/14	NAVA, ANTONIO &	110-00-21106-000-000	2010 RE TAX OVERPAY	497.67
102185	1/14	JOHNSON, MATTHEW P	110-00-21106-000-000	2010 TAX-6801 23 AV	2,810.78
102186	1/14	DZABIRI, AGRON & LALE	110-00-21106-000-000	2010 RE TAX OVERPAY	67.20
102187	1/14	MONSEES, SANDRA A AND	110-00-21106-000-000	2010 RE TAX OVERPAY	137.82
102188	1/14	WALTER, PETER & JULIANN	110-00-21106-000-000	2010 RE TAX OVERPAY	88.87
102189	1/14	JOHNSON, STEPHEN M & MARY J	110-00-21106-000-000	2010 RE TAX OVERPAY	96.33
102190	1/14	BURROW, KEVIN T	110-00-21106-000-000	2010 RE TAX OVERPAY	108.45
102191	1/14	MENCHACA, GUSTAVO	110-00-21106-000-000	2010 RE TAX OVERPAY	397.31
102192	1/14	WALKIN' IN MY SHOES	289-06-50604-259-000	#5214758 SUBGR AGMT	937.35
102193	1/14	DELGADO, JOSE GUADALUPE	110-00-21106-000-000	2010 RE TAX OVERPAY	148.46
102194	1/14	BEERS, JUSTIN M.	110-00-21106-000-000	2010 RE TAX OVERPAY	54.72
102195	1/14	PECHA, SUE A.	110-00-21106-000-000	2010 RE TAX OVERPAY	9.12
102196	1/14	BLUESTEIN, CAMILLE G	110-00-21106-000-000	2010 RE TAX OVERPAY	269.35
102197	1/14	DUBOIS, STEPHEN & SONIA	110-00-21106-000-000	2010 RE TAX OVERPAY	615.62
102198	1/14	HARTNELL, LEONARD & CLARE	110-00-21106-000-000	2010 RE TAX OVERPAY	76.99
102199	1/14	PAAR, CARL SR. & JANICE	110-00-21106-000-000	2010 RE TAX OVERPAY	284.22
102200	1/14	BRECKENFELD, TIMOTHY	110-00-21106-000-000	2010 RE TAX OVERPAY	228.60

START DATE FOR SUMMARY: 1/01 END DATE FOR SUMMARY: 1/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
102201	1/14	WADE, TIMOTHY	110-00-21106-000-000	2010 TAX-2320 53 ST	874.09
102202	1/14	ETERNICKA, JUNE	110-00-21106-000-000	2010 RE TAX OVERPAY	67.67
102203	1/14	KOHN LAW FIRM S.C.	110-00-21581-000-000	1/14/11 D LARSON	188.21
102204	1/14	MUNRO, MATTHEW & MELINDA	110-00-21106-000-000	2010 RE TAX OVERPAY	48.98
102205	1/14	VASSALLO, ROBERT & SHEILA	110-00-21106-000-000	2010 RE TAX OVERPAY	190.62
102206	1/14	PARADO, ENOIL	110-00-21106-000-000	2010 RE TAX OVERPAY	336.85
102207	1/14	RIDOLFI, ROCK SR & AUDREY	110-00-21106-000-000	2010 TAX-5500 41 AV	321.13
102208	1/14	SCHOFF, DAVID & DULCIE	110-00-21106-000-000	2010 RE TAX OVERPAY	96.78
102209	1/14	MOLTER, ALLISON A	110-00-21106-000-000	2010 RE TAX OVERPAY	41.88
102210	1/14	STUMMER, RONALD J	110-00-21106-000-000	2010 RE TAX OVERPAY	238.18
102211	1/14	AIELLO, PETER J	110-00-21106-000-000	2010 RE TAX OVERPAY	248.06
102212	1/14	HAGEN, TODD & RITA	110-00-21106-000-000	2010 RE TAX OVERPAY	45.28
102213	1/14	GARCIA, FERNANDO	110-00-21106-000-000	2010 RE TAX OVERPAY	282.91
102214	1/14	PETERS, MARY LOU	110-00-21106-000-000	2010 RE TAX OVERPAY	27.01
102215	1/14	SKENDER III, MATTHEW AND	110-00-21106-000-000	2010 RE TAX OVERPAY	106.52
102216	1/14	MRAZEK, ANNE	110-00-21106-000-000	2010 RE TAX OVERPAY	146.04
102217	1/14	ANDERSON, MICHAEL	110-00-21106-000-000	2010 TAX 4337 17 AVE	156.46
102218	1/14	KUGEL, SHERRY A	110-00-21106-000-000	2010 RE TAX OVERPAY	211.86
102219	1/14	HUGHES, KEITH & JOANN	110-00-21106-000-000	2010 RE TAX OVERPAY	37.46
102220	1/14	CARROLL, JOHN & ELIZABETH	110-00-21106-000-000	2010 RE TAX OVERPAY	536.56

START DATE FOR SUMMARY: 1/01 END DATE FOR SUMMARY: 1/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
102221	1/14	GASCOIGNE, MARLIN & MARILYN	110-00-21106-000-000	2010 RE TAX OVERPAY	27.46
102222	1/14	SWANSON, LYNNE & RICHARD	110-00-21106-000-000	2010 RE TAX OVERPAY	55.35
102223	1/14	SMITH, KARA	110-00-21106-000-000	2010 TAX 6430 38 AVE	129.41
102224	1/14	LESLIE, KEVIN & KRISTINE	110-00-21106-000-000	2010 RE TAX OVERPAY	53.79
102225	1/14	BROTHEN, MICHAEL & GAYLA	110-00-21106-000-000	2010 RE TAX OVERPAY	301.65
102226	1/14	ROSINSKI, EDWARD J	110-00-21106-000-000	2010 RE TAX OVERPAY	79.69
102227	1/14	BEDFORD, ANTHONY	110-00-21106-000-000	2010 RE TAX OVERPAY	276.77
102228	1/14	BRENNAN, ROBERT & JUDY	110-00-21106-000-000	2010 RE TAX OVERPAY	31.80
102229	1/14	SANTIAGO, LINDA A	110-00-21106-000-000	2010 RE TAX OVERPAY	219.15
102230	1/14	WOOD, EDWARD	110-00-21106-000-000	2010 TAX 1815 61 ST	250.25
102231	1/14	REEVES, MICHAEL & GINA	110-00-21106-000-000	2010 RE TAX OVERPAY	68.23
102232	1/14	HAGEN, KENNETH & KATHLEEN	110-00-21106-000-000	2010 TAX 1913 53 ST	390.08
			110-00-21106-000-000	2010 TAX 6612 30 AV	142.60
				..... CHECK TOTAL	532.68
102233	1/14	BLANCHARD, PATRICIA M	110-00-21106-000-000	2010 RE TAX OVERPAY	36.73
102234	1/14	DEBETTIGNIES, JEREMY J	110-00-21106-000-000	2010 RE TAX OVERPAY	156.77
102235	1/14	CARRENO, ANN M AND	110-00-21106-000-000	2010 RE TAX OVERPAY	1,114.54
102236	1/14	GRAY, DORA A	110-00-21106-000-000	2010 RE TAX OVERPAY	28.62
102237	1/14	ROTHWELL, LON L	110-00-21106-000-000	2010 TAX 4927 40 AV	114.58
102238	1/14	TAPIA, ISMAEL E	110-00-21106-000-000	2010 RE TAX OVERPAY	112.41
102239	1/14	ANDERSON, DELMAR & MARY	110-00-21106-000-000	2010 TAX 5628 43 AV	92.18

START DATE FOR SUMMARY: 1/01 END DATE FOR SUMMARY: 1/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
102240	1/14	VORPAGEL, RICHARD H III	110-00-21106-000-000	2010 RE TAX OVERPAY	80.08
102241	1/14	BYCHOWSKI, MICHAEL & CONNIE	110-00-21106-000-000	2010 RE TAX OVERPAY	110.70
102242	1/14	VAN HEIRSEELE, JOSHUA AND	110-00-21106-000-000	2010 RE TAX OVERPAY	44.28
102243	1/14	ROCCO, FRANK G	110-00-21106-000-000	2010 RE TAX OVERPAY	72.24
102244	1/14	SLATER, MICHAEL A	110-00-21106-000-000	2010 RE TAX OVERPAY	267.79
102245	1/14	GIBESON, JOAN & RICHARD JR.	110-00-21106-000-000	2010 RE TAX OVERPAY	33.00
102246	1/14	MACCARI, EDO & LAURA	110-00-21106-000-000	2010 RE TAX OVERPAY	580.73
102247	1/14	SERENO, PAUL & VALERIE	110-00-21106-000-000	2010 RE TAX OVERPAY	94.19
102248	1/14	CANDELARIA, JUAN & MARISEL	110-00-21106-000-000	2010 RE TAX OVERPAY	241.14
102249	1/14	PETERSEN, ERIC	110-00-21106-000-000	2010 RE TAX OVERPAY	55.50
102250	1/14	WILLIAMS, AARON R	110-00-21106-000-000	2010 RE TAX OVERPAY	81.12
102251	1/14	FLORES, VICTORINA	110-00-21106-000-000	2010 TAX-5124 18 AVE	334.42
102252	1/14	DICKERSON, LINDA A	110-00-21106-000-000	2010 RE TAX OVERPAY	43.38
102253	1/14	DWORAK, JENNIFER A	110-00-21106-000-000	2010 RE TAX OVERPAY	40.19
102254	1/14	HARMS, JILL M	110-00-21106-000-000	2010 RE TAX OVERPAY	65.61
102255	1/14	LITKEY, GERALD & JANICE	110-00-21106-000-000	2010 RE TAX OVERPAY	243.96
102256	1/14	SUSAN CURI REVOCABLE TRUST	110-00-21106-000-000	2010 RE TAX OVERPAY	106.41
102257	1/14	CRARY, JAMES & BARBARA	110-00-21106-000-000	2010 RE TAX OVERPAY	2,543.15
102258	1/14	BLEASHKA, JOSEPH & LISA	110-00-21106-000-000	2010 RE TAX OVERPAY	224.94
102259	1/14	JEZIERSKI, DONALD J	110-00-21106-000-000	2010 RE TAX OVERPAY	231.11

START DATE FOR SUMMARY: 1/01 END DATE FOR SUMMARY: 1/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
102260	1/14	DESCHLER, STEVEN & AMY	110-00-21106-000-000	2010 RE TAX OVERPAY	84.93
102261	1/14	LAYDEN, JACALYN	110-00-21106-000-000	2010 RE TAX OVERPAY	70.84
102262	1/14	HENRY, MATTHEW & KIM	110-00-21106-000-000	2010 RE TAX OVERPAY	66.32
102263	1/14	CHACON, MARINO	110-00-21106-000-000	2010 RE TAX OVERPAY	35.56
102264	1/14	BERNHARDT, MATTHEW D	110-00-21106-000-000	2010 RE TAX OVERPAY	71.77
102265	1/14	MADOLE, THOMAS D	110-00-21106-000-000	2010 RE TAX OVERPAY	77.40
102266	1/14	GRIFFIN, DANETTE D	110-00-21106-000-000	2010 RE TAX OVERPAY	92.21
102267	1/14	COX, CARL & JENNIFER	110-00-21106-000-000	2010 RE TAX OVERPAY	174.42
102268	1/14	STANICH, MICHAEL & DEBRA	110-00-21106-000-000	2010 RE TAX OVERPAY	46.78
102269	1/14	MURPHY, REGINA	110-00-21106-000-000	2010 RE TAX OVERPAY	17.98
102270	1/14	GAULKE, BEVERLY A AND	110-00-21106-000-000	2010 RE TAX OVERPAY	34.08
102271	1/14	WESTLAND, MELISSA A	110-00-21106-000-000	2010 RE TAX OVERPAY	86.69
102272	1/14	REIDENBACH, NANJI J	110-00-21106-000-000	2010 RE TAX OVERPAY	71.98
102273	1/14	KENOSHA SENIOR CITIZEN	289-06-50406-259-000	#5214744 SUBGR AGMT	20,000.00
102274	1/14	WILKE, BRIAN	110-01-51701-261-000	11-12/10 181 MILES	90.50
102275	1/14	PAGELS, CHRIS	501-09-50101-261-000	12/01-02 233 MILES	116.50
			501-09-50101-263-000	12/01-02/10 MADISON	87.27
				..... CHECK TOTAL	203.77

GRAND TOTAL FOR PERIOD ***** 9,602,735.11

MEMORANDUM

TO: Mr. Jeffrey Labahn, AICP
Director of City Development

Frank Pacetti
City Administrator

FROM: Richard H. Rodenbeck, Director of Business Finance
Kenosha Area Business Alliance, Inc.

WRH 1/15/11

DATE: January 15, 2011

SUBJECT: 2010 4th Quarter Loan Reports

In accordance with the terms in KABA's current City/Federal assisted project contracts, we are pleased to provide you with the quarterly reports for the period ending December 31, 2010. The enclosed reports are for the following projects:

1. City RLF Loan Fund
2. UDAG Loan Fund

These reports have also been submitted to the City Finance Committee and all City Council Members. It is our understanding the reports will be reviewed and considered at the Finance Committee's Meeting on Monday, February 7, 2011 at 5:30pm.

Should you have any questions regarding the attached or desire additional information, please call me at your convenience.

Enclosures

cc: City Finance Director
Council Members

**Kenosha Area Business Alliance, Inc. and Its Subsidiary
 Summary of Scheduled Maturity Dates
 For the Period Ending December 31, 2010**

<u>CITY Revolving Loan Fund</u>	<u>Geographic Location</u>	<u>Business Type</u>	<u>Industry</u>	<u># of Employees</u>	<u>Principal Balance</u>	<u>Scheduled Maturity Date</u>
Bradshaw Medical, Inc.	BPOK	Manufacturer	Medical Instruments	110	\$ 215,124.17	01/01/17
Madson Investments, LLC	BPOK	Manufacturer	Reflective Lighting	25	\$ 457,994.86	10/01/28
Bradshaw Medical, Inc.	BPOK	Manufacturer	Medical Instruments	See Above	\$ 164,840.69	10/01/18
Centralestate, Inc.	BPOK	Manufacturer	Centrifuges	65	\$ 314,694.50	05/01/25
Total					\$ 1,152,654.22	

<u>UDAG Revolving Loan Fund</u>	<u>Geographic Location</u>	<u>Business Type</u>	<u>Industry</u>	<u># of Employees</u>	<u>Principal Balance</u>	<u>Scheduled Maturity Date</u>
Monarch Plastics, Inc.	1205 65th Street	Manufacturer	Plastic Extrusion	88	\$ 658,949.89	08/01/22
Garetto Real Estate, LLC	1020 35th Street	Medical Services	Healthcare	35	\$ 444,788.45	01/01/28
Kenosha National, LLC	625 57th Street	Real Estate	Various	17	\$ 195,631.02	11/01/20
Total					\$ 1,299,369.36	

KENOSHA AREA BUSINESS ALLIANCE
City Revolving Loan Fund
Quarterly Status Report

Period October 1, 2010 through December 31, 2010

Bank Account Balance as of 10/1/10:	\$ 560,631.95
Plus Loan Principal & Interest Received:	\$ 616,276.03
Plus Bank Interest Income:	\$ 292.13
Plus CD Proceeds (Incl. Interest):	\$ -
Plus Loan & Service Income:	\$ -
Less Loan Disbursements:	\$ -
Less CD Purchases:	\$ -
Less Bank/Loan/Service/Legal Expenses:	\$ -
Less Administrative Allocation for 2010:	\$ 47,903.34
Balance In Bank Account as of 12/31/10:	<u>\$ 1,129,296.77</u>
Balance of CDs as of 12/31/10:	\$ -
Less Outstanding Commitments as of 12/31/10:	\$ -
Less Approved Loans (Commitments Pending):	<u>\$ -</u>
Balance Available for Loans:	<u>\$ 1,129,296.77</u>

Narrative: There were no loans in arrears as of December 31, 2010. See attached summary for all active loans in this account as of December 31, 2010.

KENOSHA AREA BUSINESS ALLIANCE, INC. AND ITS SUBSIDIARY
LOAN FUNDS ANALYSIS SCHEDULE

For the Eleven Months Ended December 31, 2010

	Original Principal Balance	Principal Balance at 1/1/2010	Current Year Borrowings	Interest Receipts YTD 12/31/2010	Principal Receipts YTD 12/31/2010	Principal Balance 12/31/2010
M & P Properties, LLC	378,000.00	233,915.81		7,973.35	233,915.81	0.00
MCR Properties, LLC	500,000.00	377,122.83		14,456.60	377,122.83	0.00
R & R Properties of WI, LLC	500,000.00	263,636.77		7,425.29	263,636.77	0.00
Bradshaw Medical, Inc.	300,000.00	241,261.76		13,190.85	26,137.59	215,124.17
Bradshaw Medical, Inc.	202,715.76	182,411.01		6,976.64	17,570.32	164,840.69
Madson Investments, LLC	500,000.00	477,135.40		14,052.30	19,140.54	457,994.86
Centrealstate, Inc.	325,000.00	234,937.72	90,062.28	8,518.23	10,305.50	314,694.50
Total	2,705,715.76	2,010,421.30	90,062.28	72,593.26	947,829.36	1,152,654.22

City Revolving Loan Fund (City/RLF)

Common Council Agenda Item #L.2

KENOSHA AREA BUSINESS ALLIANCE
Urban Development Action Grant Loan Fund
Quarterly Status Report

Period October 1, 2010 through December 31, 2010

Bank Account Balance as of 10/1/10:	\$ 480,863.79
Plus Loan Principal & Interest Received:	\$ 1,106,037.60
Plus Bank Interest Income:	\$ 556.81
Plus CD Proceeds (Incl. Interest):	\$ -
Plus Loan & Service Income:	\$ 5,602.50
Less Loan Disbursements:	\$ 197,500.00
Less CD Purchases:	\$ -
Less Bank/Loan/Service/Legal Expenses:	\$ 5,948.40
Less Administrative Allocation for 2010:	\$ 59,900.45
Balance In Bank Account as of 12/31/10:	<u>\$ 1,329,711.85</u>
Balance of CDs as of 12/31/10:	\$ -
Less Outstanding Commitments as of 12/31/10:	\$ (250,000.00)
Less Approved Loans (Commitments Pending):	<u>\$ -</u>
Balance Available for Loans:	<u><u>\$ 1,079,711.85</u></u>

Narrative: There were no loans in arrears as of December 31, 2010. See attached summary for all active loans in this account as of December 31, 2010.

KENOSHA AREA BUSINESS ALLIANCE, INC. AND ITS SUBSIDIARY
LOAN FUNDS ANALYSIS SCHEDULE
 For the Eleven Months Ended December 31, 2010

Original Principal Balance	Principal Balance at 1/1/2010	Current Year Borrowings	Interest Receipts YTD 12/31/2010	Principal Receipts YTD 12/31/2010	Principal Balance 12/31/2010
900,000.00	634,938.36		33,658.12	634,938.36	0.00
575,500.00	303,445.94		8,546.42	303,445.94	0.00
800,000.00	702,418.41		27,305.56	43,468.52	658,949.89
500,000.00	468,748.03		23,021.14	23,959.58	444,788.45
225,000.00	216,121.56		6,036.68	216,121.56	0.00
197,500.00	0.00		219.44	1,868.98	195,631.02
3,198,000.00	2,325,672.30	0.00	98,787.36	1,223,802.94	1,299,369.36

**Urban Development Action Grant
 Revolving Loan Fund (UDAG)**

MCR Properties, LLC
 R & R Properties of WI, LLC
 Monarch Plastics, Inc.
 Garetto Real Estate, LLC
 R & R Properties of WI, LLC
 Kenosha National, LLC

Total



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

DEPARTMENT OF PUBLIC WORKS

Ronald L. Bursek, P.E., Director

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

January 27, 2011

To: G. John Ruffolo, Chairman, Public Works Committee
Anthony Nudo, Chairman, Storm Water Utility Committee

From: Michael M. Lemens, P.E. _____
Director of Engineering/City Engineer

Subject: Acceptance of Project 10-1129 Interior Lights & Electrical Upgrades Truck Wash

Location: 3735 65th Street

Please be advised that the above referenced project has been satisfactorily completed by GLC Corp dba Great Lakes Electric, Kenosha, Wisconsin. This project consisted of upgrading the current interior lighting by removing the existing fixtures, replacing control boxes, installing new waterproof light fixtures with motion sensors, installing new galvanized conduit, and replacing emergency exit lighting.

It is recommended that the project be accepted in the final amount of \$36,440.00. Original contract amount was \$29,980.00 plus \$4,020.00 for contingency for a total contract amount of \$34,000.00. A change order to increase the contract by \$2,440.00 was approved to obtain the required 600 amp, 480 volt service to support the wash system. Funding was from CIP Line Item SW-09-001.

MML/kjb



Engineering Division
Michael M. Lemens, P.E.
Director/City Engineer
Fleet Maintenance
Mauro Lenci
Superintendent

Street Division
John H. Prijic
Superintendent
Waste Division
Rocky Bednar
Superintendent
Parks Division
Jeff Warnock
Superintendent

DEPARTMENT OF PUBLIC WORKS

Ronald L. Bursek, P.E., Director

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

January 27, 2011

To: G. John Ruffolo, Chairman,
Public Works Committee

From: Michael M. Lemens, P.E. _____
Director of Engineering/City Engineer

Subject: Acceptance of Project 10-1015 Resurfacing Phase II

Location: 43rd Street – 17th Avenue to 22nd Avenue, 55th Street – 49th Avenue to 51st Avenue, 26th Avenue – Lincoln Rd to 75th Street

Please be advised that the above referenced project has been satisfactorily completed by Cicchini Asphalt, LLC, Kenosha, Wisconsin. This project consisted of removing and replacing concrete curb and gutter, resurfacing with hot mix asphalt, repairing hazardous concrete sidewalk, concrete driveways and handicap ramps, adjusting inlets and utility manholes and site restoration.

It is recommended that the project be accepted in the final amount of \$412,706.79. Original contract amount was \$405,847.05 plus \$44,152.95 for contingency for a total contract amount of \$450,000.00. Funding was from CIP Line Item ST-93-002.

MML/kjb



Engineering Division
Michael M. Lemens, P.E.
Director/City Engineer
Fleet Maintenance
Mauro Lenci
Superintendent

Street Division
John H. Prijic
Superintendent
Waste Division
Rocky Bednar
Superintendent
Parks Division
Jeff Warnock
Superintendent

DEPARTMENT OF PUBLIC WORKS

Ronald L. Bursek, P.E., Director

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

January 27, 2011

To: G. John Ruffolo, Chairman,
Public Works Committee

From: Michael M. Lemens, P.E. _____
Director of Engineering/City Engineer

Subject: Acceptance of Project 09-1027 Epoxy Pavement Markings School Zones

Location: Citywide

Please be advised that the above referenced project has been satisfactorily completed by Brickline, Inc., Madison, Wisconsin. This project consisted of installing crosswalk bars and school legends at various locations citywide.

It is recommended that the project be accepted in the final amount of \$44,840.50. Original contract amount was \$45,475.00 plus \$4,525.00 for contingency for a total contract amount of \$50,000.00. Funding was from CIP Line Item ST-09-002.

MML/kjb

City Plan Division 625 52 nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	January 20, 2011	Item /
Conditional Use Permit for a 78-room dormitory building to be constructed at 2201 Alford Park Drive, District #1. (Carthage Oaks- Building F) PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: Alford Park Drive
Zoned: IP Institutional Park

NOTIFICATIONS/PROCEDURES:

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

ANALYSIS:

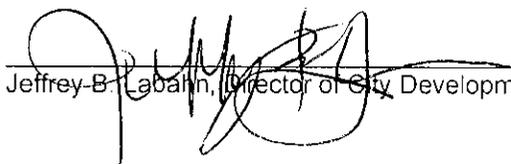
- The City Plan Commission approved plans for:
 - one building on August 5, 2004 - (Building A);
 - a second and third building on February 23, 2006 (Building B & C);
 - a fourth building on November 8, 2007 (Building D); and
 - a fifth building on December 10, 2009 (Building E).
Four buildings have been approved for Occupancy and the fifth is under construction
- Plans have been submitted for the sixth and final building (Building F). Per the terms of the November 2000 Lease Agreement between the City and Carthage College, the City Plan Commission must review and approve the plans before work can occur. Also, since the project is a Conditional Use, the Common Council is the final review authority.
- City departments have reviewed the plans. Comments are included in the Conditions of Approval.
- Each building will have an exterior of brick and Lannon stone. Roof top mechanicals will be screened with a painted metal screen. Each building will have seventy-eight (78) rooms and five (5) stories. This dorm will be identical to the five dorms previously approved.
- The plans generally comply with Sections 4 and 14 of the Zoning Ordinance.
- Since existing trees will be removed for the construction of the dorm, Carthage shall enter into an Agreement with the City for tree replacement or fee in lieu. this Administrative Agreement will be similar to the ones entered into for the previous buildings.

RECOMMENDATION:

For Commission review and recommendation.



Brian R. Wilke, Development Coordinator
/u2/acct/cp/ckays/1CPC/2011/Jan20/fact-cup-carthage.odt



Jeffrey B. Labahn, Director of City Development

**CONDITIONS OF
APPROVAL**

**City Plan Division
625 52nd Street
Kenosha, WI 53140
(262) 653 4030**

**Carthage College
Oaks Building
Building F
2001 Alford Drive**

January 20, 2011

1. The following conditions of approval will run with the land:
 - a. The applicant shall obtain all required construction permits from the Department of Neighborhood Services & Inspections. This includes, but is not limited to Erosion Control, Building, Plumbing, Electrical and Occupancy permits.
 - b. All signs shall comply with Chapter 15 of the Code of General Ordinances and the applicant shall obtain sign permits for all new signs. A separate submission and permits are required for all signs. Sign information provided under the Conditional Use Permit is for reference only and does not constitute sign permit approval.
 - c. The development shall be constructed per the approved Site, Drainage, Utility, Landscape and Building Plans on file with the Department of City Development, Room 308, 625 52nd Street, Kenosha, WI 53140. Any changes to the approved plans shall require an amendment to the Conditional Use Permit. All changes shall be submitted to the Department of City Development for review and approval.
 - d. Prior to the issuance of any occupancy permits, all parking areas, drives and designated paved areas shall have the initial lift of asphalt installed. The building exterior shall be completed per the approved plans and the exterior lighting shall be installed. All improvements indicated on the plans, including landscaping, shall be installed prior to the issuance of a final Occupancy permit.
 - e. Compliance with City and State and/or Federal Codes and Ordinances. The buildings shall comply with the current Code standards in effect upon application for a building permit.
 - f. All trash containers shall be stored within the enclosure or building. Applicant/owner shall be responsible for waste collection and removal for the development. The City of Kenosha shall not provide waste collection or removal services or incur any cost in this regard.
 - g. The applicant shall meet all applicable Conditions of Approval and obtain a building permit within six (6) months of Common Council approval of the Conditional Use Permit or the Conditional Use Permit shall be null and void.
 - h. All vehicles shall be parked within the designated paved areas.
 - i. All improvements, including landscaping, shall be maintained per the approved plans. Any damaged fencing, landscaping or building shall be replaced or reconstructed per the approved plans.

**CONDITIONS OF
APPROVAL**

**City Plan Division
625 52nd Street
Kenosha, WI 53140
(262) 653 4030**

**Carthage College
Oaks Building
Building F
2001 Alford Drive**

January 20, 2011

- j. Compliance with the approved Lease Agreement between the City of Kenosha and Carthage College. All rental fees shall be paid per Article 3 of the Agreement and all insurance requirements must be posted.
 - k. This approval is for Building F only.
 - l. Compliance with Kenosha Water Utility approval dated January 4, 2011.
2. The following conditions of approval shall be satisfied with City Staff prior to the issuance of any construction permits.
- a. Developer shall enter into a separate Agreement with the City for tree replacement and/or fee in lieu of, prior to the issuance of any City permits for Building F. Please note that there is one hundred seven (107") inches of tree replacement required per Chapter 34 of the Code of General Ordinances.

1CPC/2009/Dec10/conditions-cup-oaks

Engineering Services

4401 Green Bay Road
Kenosha WI 53144

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



"Providing and Protecting Kenosha's Greatest Natural Resource"

MEMO

To: Brian Wilke, Development Coordinator

From: Curt Czarnecki, Water Engineer

Date: January 4, 2011

Subject: Carthage Oaks Building "F"

Location: 2201 Alford Park Drive

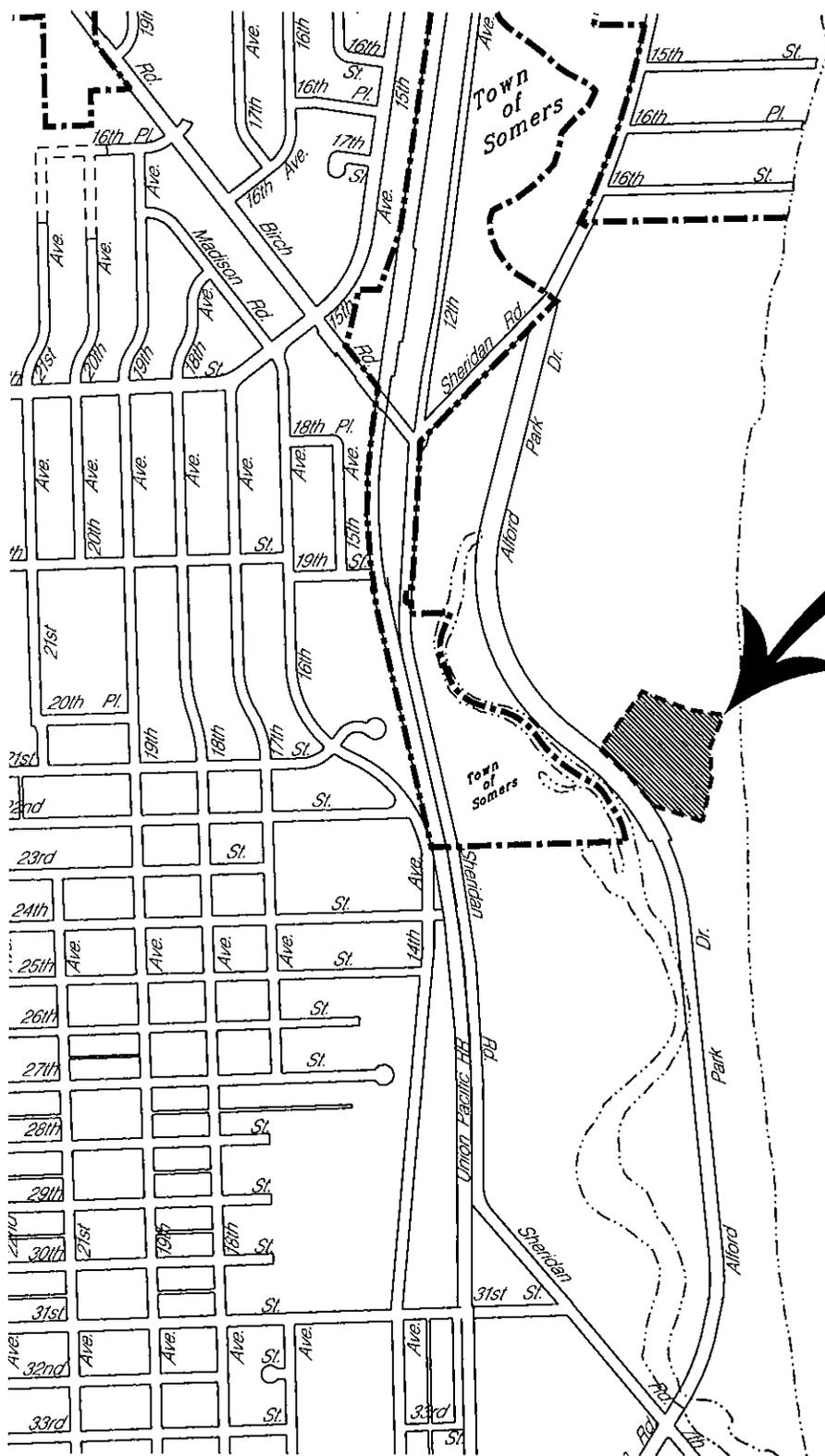
The Kenosha Water Utility (KWU) has reviewed the submittal for the above referenced project. The submitted plans are hereby conditionally approved subject the following conditions.

1. The new 2" water meter proposed in Building "F" will be subject to the applicable sanitary sewer connection fee. Based on the 2" meter as shown in the plans the sewer connection fee will be \$26,252. Further clarification can be provided upon request.
2. The sanitary sewer and water main serving this development are private and therefore do not require KWU personnel to complete the connections. KWU shall be notified however prior to the connections to ensure someone is onsite to inspect the physical connections.

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

City of Kenosha

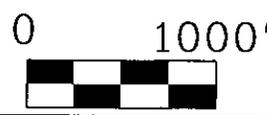
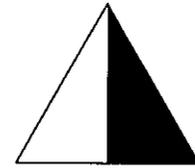
Vicinity Map
Carthage Oaks Building "F" CUP



Site

Lake Michigan

NORTH

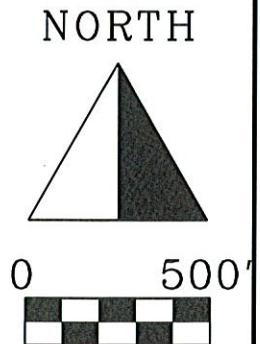


-  Subject Property
-  Municipal Boundary

Vicinity Map
Carthage Oaks Building "F" CUP



----- Municipal Boundary



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

MAILING INFORMATION

NAME OF PROJECT: Carthage College, the Oaks Student Residences, Building 6 ("F")

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>Carthage College</u> <u>2001 Alford Park Drive</u> <u>Kenosha, WI 53140</u> <u>Attention: Mr. William D. Hoare</u>	Phone: <u>262-551-5730</u> Fax: <u>262-552-5495</u> E-Mail: <u>whoare@carthage.edu</u>
<input type="checkbox"/>	Name and Address of Architect/Engineer [Please print]: <u>Lohan Anderson, LLC</u> <u>401 N Michigan Ave Suite 500</u> <u>Chicago, IL 60611</u> <u>Attention: Ms. Laura Garcia, AIA</u>	Phone: <u>312-229-6957</u> Fax: <u>312-229-6958</u> E-Mail: <u>lgarcia@lohananderson.com</u>
<input type="checkbox"/>	Name and Address of Property Owner (if other than applicant)[Please print]: _____ _____ _____	Phone: _____ Fax: _____ E-Mail: _____

PROJECT LOCATION

Location of Development (street address and / or parcel number): Alford Park, the 6th of 6 total student residence buildings at Carthage College.

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

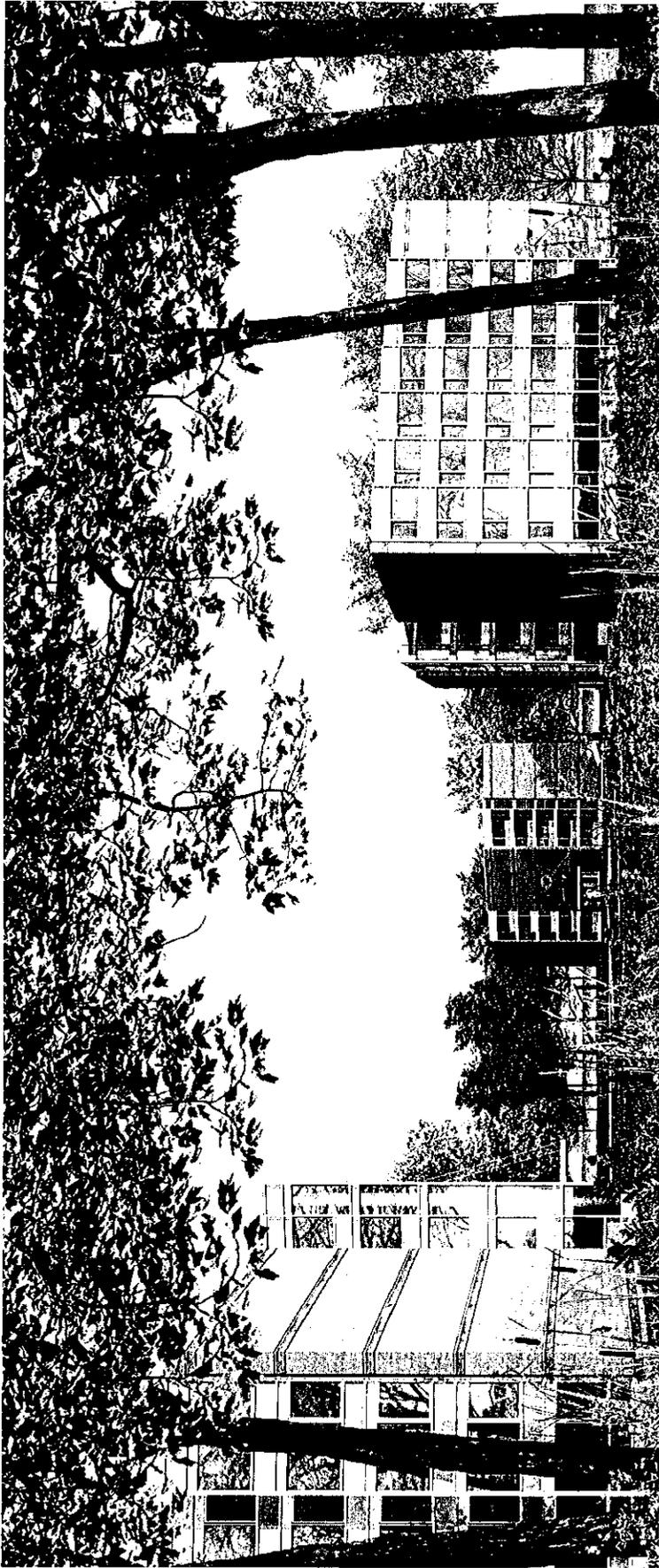
**PRIOR TO SUBMITTING THIS APPLICATION TO THE DEPARTMENT OF CITY DEVELOPMENT,
PLEASE REVIEW THE APPROPRIATE SECTION(S) FOR FEES, REQUIREMENTS AND APPROPRIATE APPENDICES.**

*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



LOHAN ANDERSON, LLC

Architects
401 N. Michigan Ave, Suite 500
Chicago, IL 60611
312-998-7800
312-229-1232 FAX

C S Associates, Inc.

Consulting Structural Engineers
4532 W. 103 St.
Oak Lawn, IL 60453-4831
708-422-3305
708-422-3982 Fax

Arnold & O'Sheridan Inc.

MEP, FP & Civil Engineering
4125 N. 124th St.
Brookfield, WI 53005-1837
262-783-6130
262-783-5121 Fax

Daniel Weinbach & Partners

Landscape Architects
53 W. Jackson Blvd, Suite 1850
Chicago, IL 60604
312-427-2888
312-427-7648 Fax

Sheet List

Cover

C-101 Site Grading and Drainage Plan
C-102 Wet Utility Plan
C-103 Details

Landscape

L-101 Tree Preservation Plan
L-102 Phase I Landscape Plan

Architectural

AS-101 Architectural Site Plan
A-100 Basement Floor Plan
A-101 Ground Floor Plan
A-102 Typical Floor Plan
A-103 Roof Plan
A-201 Full Building Elevations
A-202 Full Building Elevations
A-301 Full Building Section

Mechanical

M-001 HVAC Site Plan

Electrical

E-000 Electrical Symbols, Abbrev., Sched.
E-002 Electrical Site Plan
E-003 Electrical Details
E-004 Electrical Detailbank Profiles

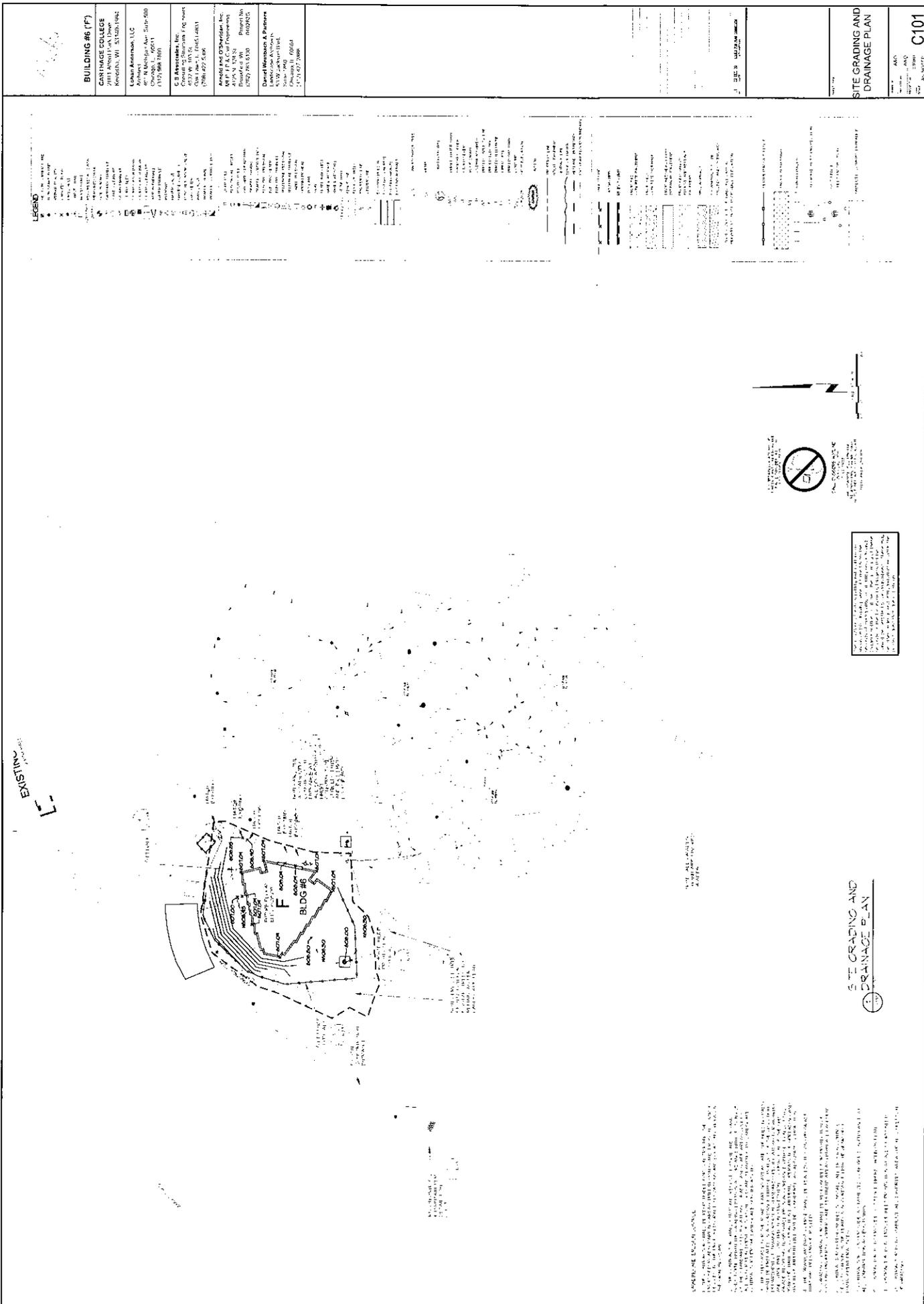
Carthage College

KENOSHA, WI 53140-1994

the Oaks student residences Building 6 ('F')

Issued for Conditional Use Permit

20 DECEMBER 2010



FOR ALL EXISTING UTILITIES, REFER TO THE UTILITY RECORDS AND FIELD SURVEY. VERIFY ALL EXISTING UTILITIES AND DEPT. RECORDS BEFORE CONSTRUCTION. VERIFY ALL EXISTING UTILITIES AND DEPT. RECORDS BEFORE CONSTRUCTION. VERIFY ALL EXISTING UTILITIES AND DEPT. RECORDS BEFORE CONSTRUCTION.

SITE GRADING AND DRAINAGE PLAN

- CONSTRUCTION NOTES**
1. ALL EXISTING UTILITIES TO REMAIN SHALL BE PROTECTED AND DEPT. RECORDS SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.
 2. ALL EXISTING UTILITIES TO BE REMOVED SHALL BE REMOVED AND DEPT. RECORDS SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.
 3. ALL EXISTING UTILITIES TO BE RELOCATED SHALL BE RELOCATED AND DEPT. RECORDS SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.
 4. ALL EXISTING UTILITIES TO BE DELETED SHALL BE DELETED AND DEPT. RECORDS SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.
 5. ALL EXISTING UTILITIES TO BE ADDED SHALL BE ADDED AND DEPT. RECORDS SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.
 6. ALL EXISTING UTILITIES TO BE MODIFIED SHALL BE MODIFIED AND DEPT. RECORDS SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.
 7. ALL EXISTING UTILITIES TO BE REPAIRED SHALL BE REPAIRED AND DEPT. RECORDS SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.
 8. ALL EXISTING UTILITIES TO BE REPLACED SHALL BE REPLACED AND DEPT. RECORDS SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.
 9. ALL EXISTING UTILITIES TO BE UPGRADED SHALL BE UPGRADED AND DEPT. RECORDS SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.
 10. ALL EXISTING UTILITIES TO BE DEMOLISHED SHALL BE DEMOLISHED AND DEPT. RECORDS SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.

BUILDING #6 (F)
CARTHAGE COLLEGE
 1001 N. Michigan Ave.
 Kenosha, WI 53142-1994

John Anderson, LLC
 407 N. Michigan Ave., Suite 500
 Kenosha, WI 53142-1994
 (920) 398-7200

C.S. Associates, Inc.
 4832 W. 103 St.
 Oak Creek, WI 53045-3431
 (724) 742-2328

Arnold and O'Shea, Inc.
 4735 N. 74 St.
 Brookfield, WI
 (262) 782-8130

Daniel Weirbach & Partners
 5310 Woodside Avenue
 Suite 100
 Kenosha, WI 53142-1994
 (920) 397-3396

Carthage College
THE OAKS
 Student Residences
 Kenosha, Wisconsin

BUILDING 6
TREE
PRESERVATION
PLAN

Scale: As Shown
 Date: 02/06/2021
 Project: Carthage College
 Drawing: L-101



LEGEND

● EXISTING TREE TO REMAIN

○ EXISTING TREE TO BE REMOVED

--- TREE PRESERVATION FENCE

IN SHOWING TYPING TO BE 4" HIGH - CHANGE TO 4" HIGH QUALITY (1/2")
 WITH DIMENSIONS TO BE 5/16" TO 3/16" NO MATERIAL STORAGE, AS NOT
 ACCESS OR SEVERITY WITHIN THE TREE, ACTING ON TREE

4" HIGH (1/2") TYPING
 1/2" HIGH (1/2") TYPING
 1/4" HIGH (1/2") TYPING

1 TREE PRESERVATION FENCING DETAIL
 1/2" TO 3/4"



BUILDING #5 (E)
CARTHAGE COLLEGE
 2001 Alford Park Drive
 Kinrossa, VA 53140-1994

Leban Anderson, LLC
 Architect
 171 N. Main St., Suite 500
 Charlottesville, VA 22901
 (517) 898-7800

C.T. Associates, Inc.
 Consulting Structural Engineers
 4037 W. 103 St.
 Falls Church, VA 22041-4031
 (703) 422-5095

Michael J. O'Shaughnessy, Inc.
 Mechanical/Electrical/Plumbing
 4725 N. 74th St.
 Arlington, VA 22204
 (703) 783-1130

Daniel Weisbach & Partners
 531 W. Jackson Blvd.
 Suite 1800
 Chicago, IL 60604
 (312) 427-2888

BASEMENT FLOOR PLAN

DATE: 01/20/10
 DRAWING NO.: 01090
 SHEET NO.: A-100

REFERENCE KEYNOTES

030000.03 CONCRETE FOUNDATION WALL SET FOR STRUCTURAL FINISH
 030000.04 PITCH SLAB TO DRAIN
 030000.13 CAST IN PLACE CONCRETE
 030000.29 CAST IN PLACE CONCRETE WITH STRUCTURAL FINISH
 050100.01 METAL STRAP W/ STEEL PLATE
 050100.02 FLOOR JOIST
 050100.03 FLOOR JOIST WITH GYPSUM BOARD
 050100.04 STAINLESS STEEL W/ GRATING
 080100.01 CONCRETE FLOOR SLAB
 102223.01 SPECIALTIES
 154400.07 FLOOR DRAIN
 154400.08 MECHANICAL SWAMPING
 154400.09 MECHANICAL SWAMPING

050100.05 METAL STRAP W/ STEEL PLATE
 050100.06 FLOOR JOIST
 050100.07 FLOOR JOIST WITH GYPSUM BOARD
 050100.08 STAINLESS STEEL W/ GRATING
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 154400.08 MECHANICAL SWAMPING
 154400.09 MECHANICAL SWAMPING

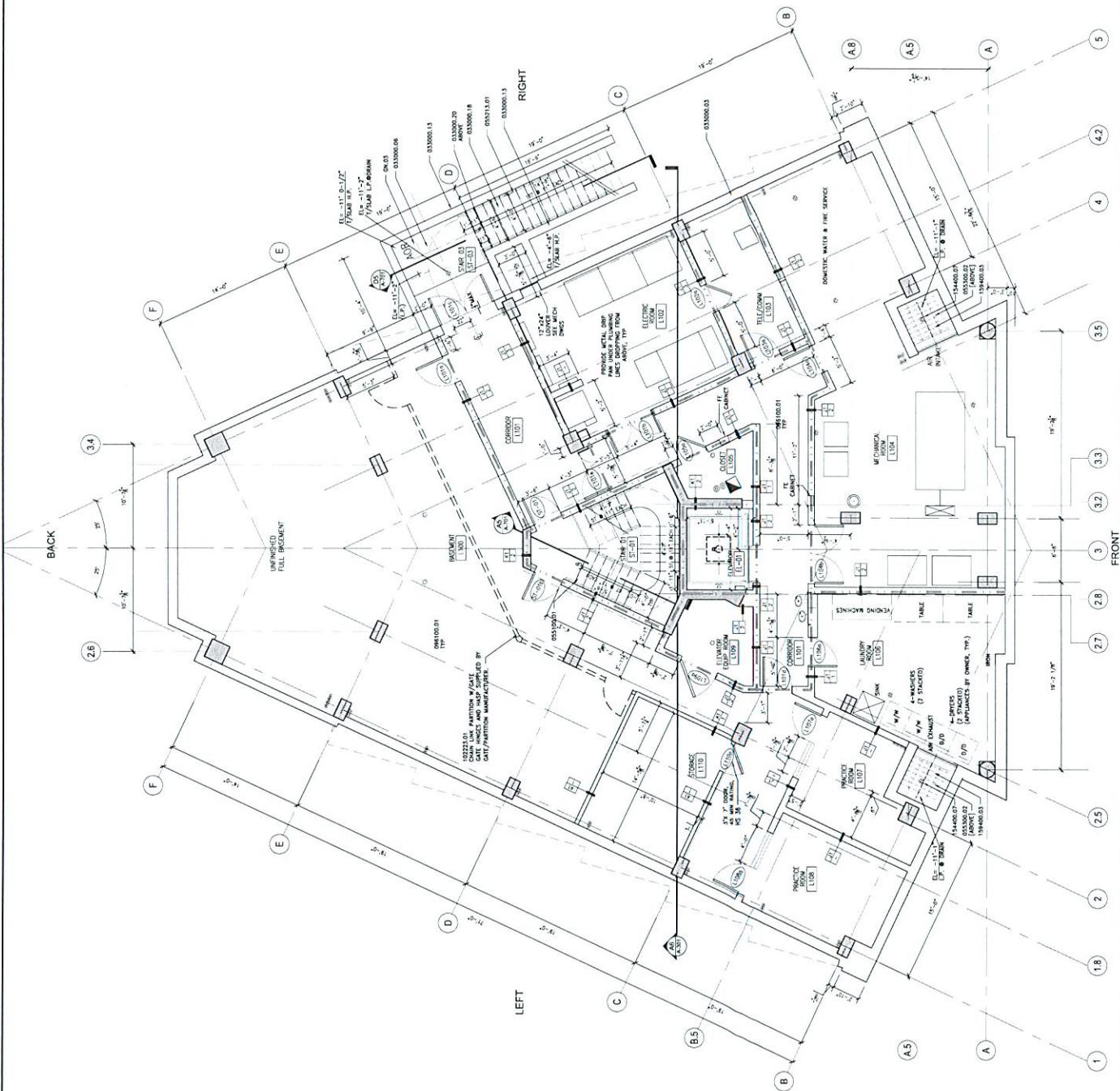
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 050100.08 STAINLESS STEEL W/ GRATING
 080100.01 CONCRETE FLOOR SLAB
 102223.01 SPECIALTIES
 154400.07 FLOOR DRAIN
 154400.08 MECHANICAL SWAMPING
 154400.09 MECHANICAL SWAMPING





BUILDING #5 (E)
CARTHAGE COLLEGE
 401 N. Michigan Ave., Suite 500
 Carthage, MO 64836
 (417) 388-7800

Architect
 Lohmeyer Architects, LLC
 401 N. Michigan Ave., Suite 500
 Carthage, MO 64836
 (417) 388-7800

Contractor
 C.B. Associates, Inc.
 4532 W. 103 St.
 St. Louis, MO 63123
 (314) 422-2300

MECHANICAL ENGINEER
 Arnold and Oshroff, Inc.
 4725 N. 124 St.
 Brookfield, WI
 (262) 783-6730

ELECTRICAL ENGINEER
 Daniel Weinbach & Partners
 50 Wisconsin Avenue
 Suite 1800
 St. Louis, MO 63104
 (314) 427-2288

- REFERENCE KEYNOTES**
- 030000.05 CONCRETE
 - 030000.10 SEAL EXPANDED SURFACE OF CONCRETE
 - 030000.13 CONCRETE IN PLACE CONCRETE RETAINING WALL
 - 030000.18 CAST IN PLACE CONCRETE BEAM
 - 030000.20 CAST IN PLACE CONCRETE BEAM - SEE STRUCTURAL DIMS.
 - 040000.01 MASONRY
 - 040000.14 FACE BRICK, COLOR 1
 - 040000.22 BRICK ON METAL STUD BACKUP
 - 050000.01 METALS
 - 050000.10 METAL STAIN W/ STEEL PLATE
 - 050000.15 FALLO TRADE CONCRETE
 - 050000.20 STAINLESS STEEL BAR GRATING
 - 060000.01 DOORS AND WINDOWS
 - 060000.10 ALUMINUM FRAMES
 - 060000.15 DOOR AND SILLINGS WITH 20 MINUTE FIRE RATING
 - 060000.20 PROF COATED ALUMINUM
 - 060000.25 PROF COATED ALUMINUM OPERABLE WINDOW UNIT
 - 070000.01 FINISHES
 - 070000.10 GYPSUM CONCRETE COLUMN
 - 080000.01 MECHANICAL
 - 080000.10 SPLIT DUCTILE SUPPLY
 - 080000.15 MECHANICAL EXHAUST - SEE ELECTRICAL DIMENSIONS
 - 090000.01 W/ 3/4" AREA OF ROTICE/ REGRADE
 - 090000.10 3/4" CLEAR SPACE CENTERED ON FINISH
 - 090000.15 CLEAR SPACE 60" FROM SIDE WALL LOCATED 18" FROM FINISH
 - 090000.20 60" TYPE B CLEAR SPACE 48" FROM WALL LOCATED 18" FROM FINISH
 - 090000.25 1/2" AT ROLL-IN SHOWER STALL ENCLOSURE SILL TO FINISH, 1/2" AT ROLL-IN SHOWER STALL ENCLOSURE SILL TO FINISH, REMOVABLE ALUMINUM PANELS PAINTED TO MATCH CURTAIN PARTITION TYPE B/725 WITH APPROXIMATE 3/16" WITH ALTERNATE TO PARTITION AND 48" OF 2" B PARTITIONS.

- FINISHES**
- 01 1/2" RATED WALL
 - 2 1/2" RATED WALL
 - 3 1/2" RATED WALL

NOTE:

1. FURNITURE IS SHOWN FOR INFORMATION ONLY. DIMENSIONS TO BE PROVIDED BY TYPICAL ALL PLANS. REFERENCE FURNITURE LAYOUT OPTION.
2. REFERENCE SHEET A-403 FOR ROOM FINISH SCHEDULE AND SPECIFICATIONS FOR DESCRIPTIONS AND MATERIAL INFORMATION.
3. REFERENCE PLAN LEFT SIDE OF BUILDING FOR TYPICAL DIMENSIONS THROUGH TYPICAL STUDENT PLANNING SUITE.
4. REFERENCE PLAN LEFT SIDE OF BUILDING FOR TYPICAL DIMENSIONS THROUGH TYPICAL STUDENT PLANNING SUITE.

WEEK RANGES FROM BACKSIGHT DRAWING FLOOR ONLY, TYP.

DOUBLE BEDROOM SUITE WITH BATH IN SHOWER UNIT. COUNTER TOP ONLY AT LOW POINT.

CLAY BRICK VENEER WITH 1/2" RATED WALL AND 48" OF 2" B PARTITIONS.

CLAY BRICK VENEER WITH 1/2" RATED WALL AND 48" OF 2" B PARTITIONS.

CLAY BRICK VENEER WITH 1/2" RATED WALL AND 48" OF 2" B PARTITIONS.

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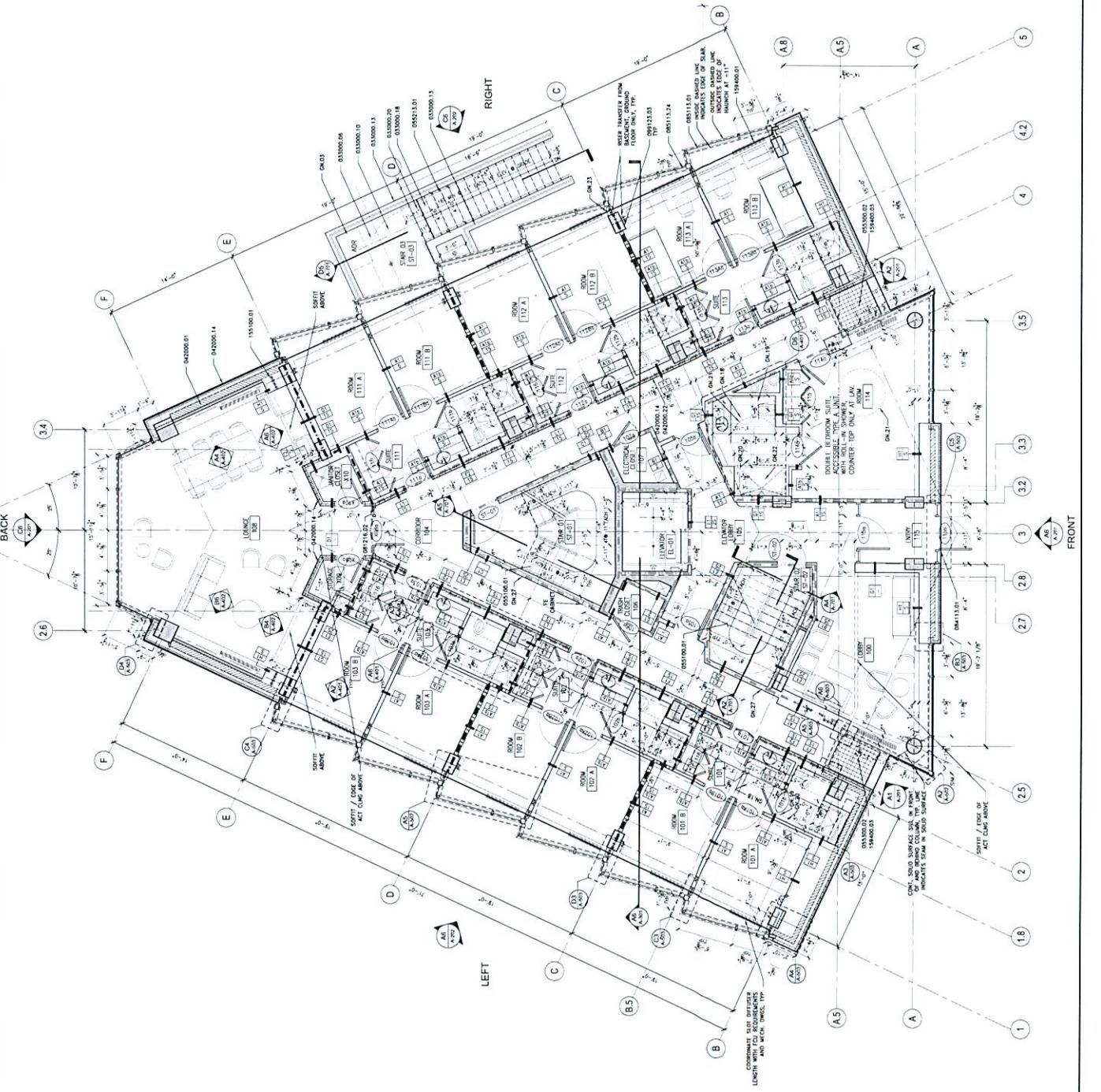
CLAY BRICK VENEER WITH 1/2" RATED WALL AND 48" OF 2" B PARTITIONS.

CLAY BRICK VENEER WITH 1/2" RATED WALL AND 48" OF 2" B PARTITIONS.

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CLAY BRICK VENEER WITH 1/2" RATED WALL AND 48" OF 2" B PARTITIONS.

CLAY BRICK VENEER WITH 1/2" RATED WALL AND 48" OF 2" B PARTITIONS.



BUILDING #5 (F1)

CHARLIZE COLLEGE
2001 Alford Park Drive
Kernoh, WI 53140-1684

Luhlan Architects, LLC
Architect
40 Alvington Ave, Suite 500
Columbus, WI 53901
(312) 988-7800

C. J. ...
Contracting Structures Etc
4537 W. 103 St
Milwaukee, WI 53227-4811
(778) 422-5206

Arnold & Gibbard, Inc.
Mechanical
4725 N. 124 St
Milwaukee, WI 53222
(262) 758-3130

David Weinhach & Partners
Civil Engineer
51 W. Jackson Blvd.
Suite 1000
Milwaukee, WI 53204
(312) 477-2888

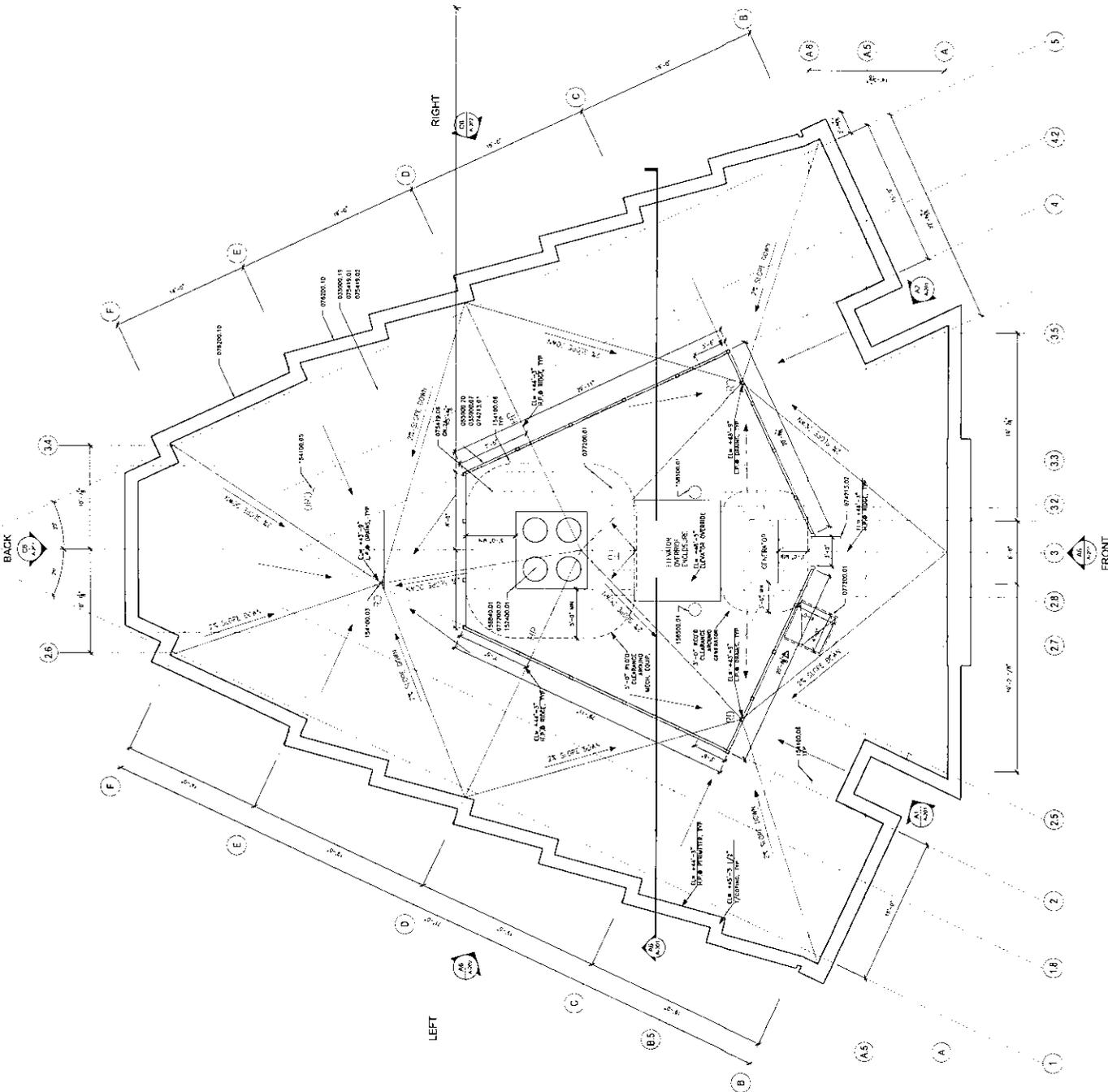
REFERENCE KEYNOTES

- 030000.07 CONCRETE
- 030000.08 CONCRETE
- 030000.09 CONCRETE
- 030000.10 CONCRETE
- 030000.11 CONCRETE
- 030000.12 CONCRETE
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04.14 CONCRETE

NOTE:
ALL FINISHINGS, MATERIALS, E.P.
ROOF'S WATERPROOFING, MEMBRANE,
PIPE, FLUE AND DUCTS, IN ALL
INDICATED PERIODS, ARE TO BE
MANUFACTURED, MANUFACTURING
DETAILS AND RECOMMENDATIONS

ROOF PLAN
A-103
DATE: 03/20/20
BY: [Signature]



BUILDING #5 (E)

CARTHAGE COLLEGE
KANSASVILLE, MO 64401

LOUISA JOHNSON, LLC
401 W. MORGAN AVE., SUITE 500
KANSASVILLE, MO 64401
(417) 884-7800

C-B ASSOCIATES, INC.
1000 S. W. 10TH ST.
KANSASVILLE, MO 64401
(417) 423-2300

ARMOUR AND O'SHEA, INC.
4125 N. 124th ST.
BROOKFIELD, WI 53005
(262) 758-6750

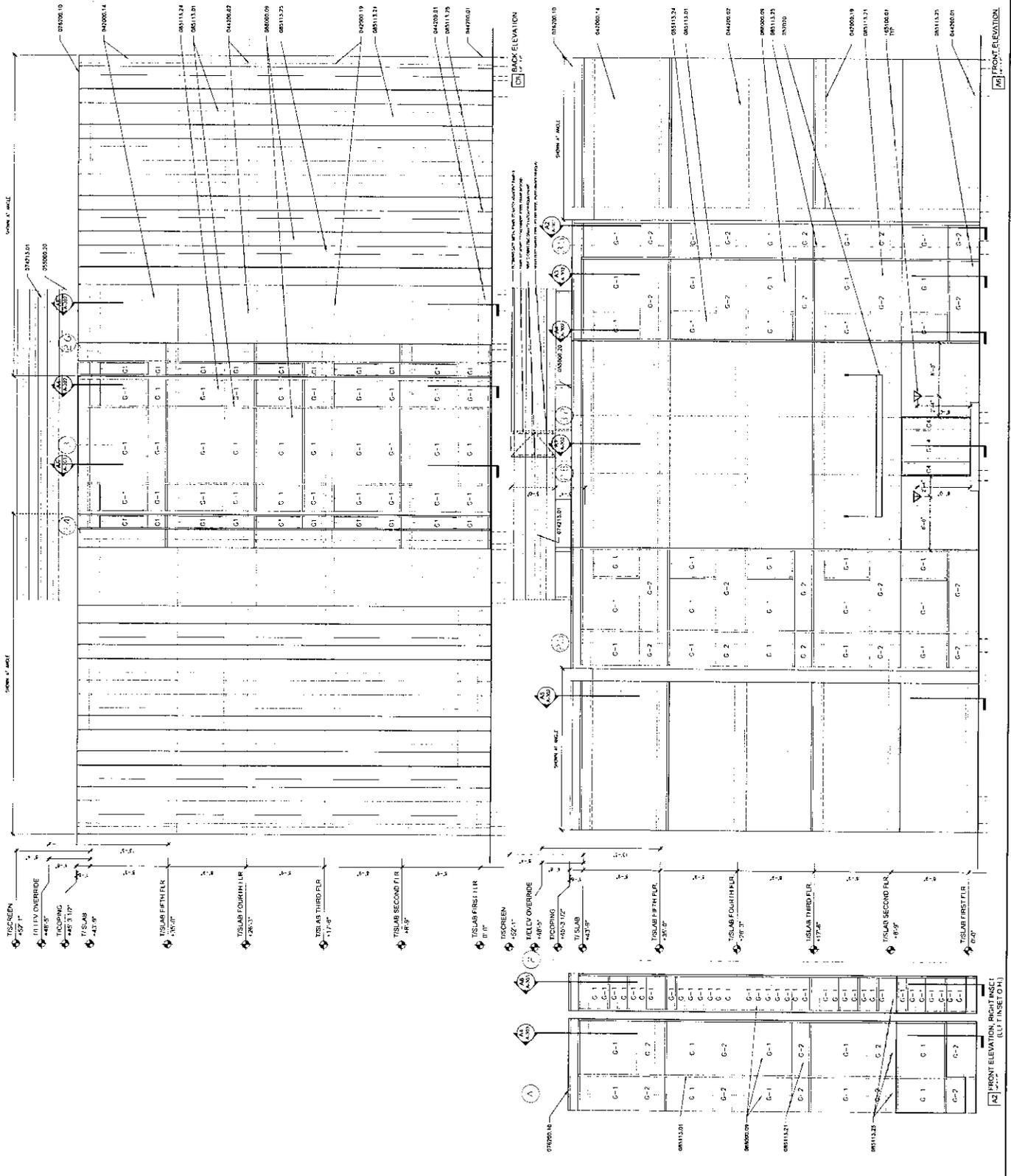
DAVID WEINBERG & PARTNERS
55 W. WOOD AVE., SUITE 100
SEASIDE, MO 64086
(417) 421-2288

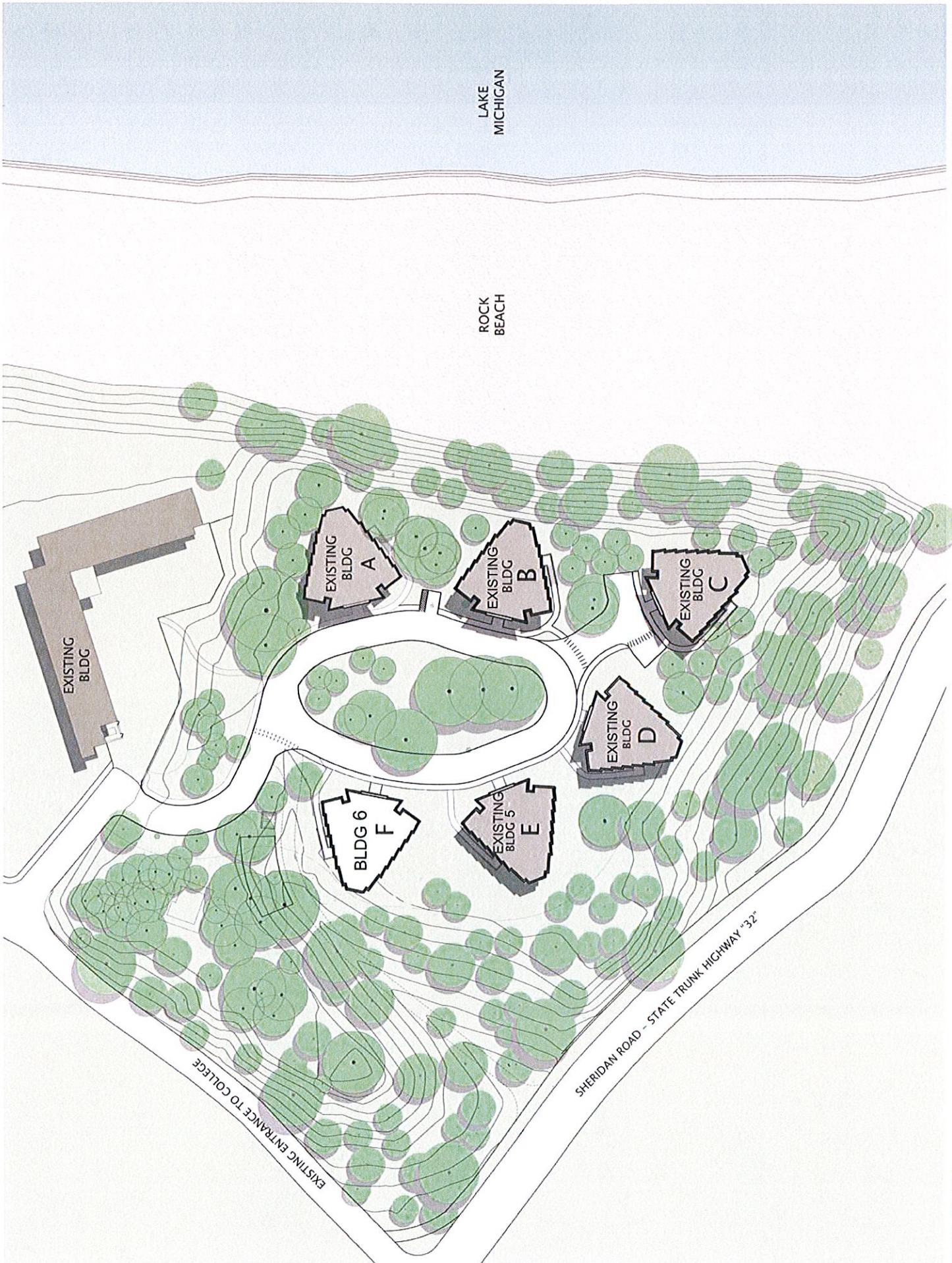
ELEVATIONS FRONT, BACK

A-201

REFERENCE KEYNOTES

- 010000.10 DIVISION 4 - MASONRY
- 010000.11 3/4" CONTROL JOINT
- 010000.12 LAMINA STONE VENEER CORNER
- 010000.13 BRICKS
- 020000.00 4" x 8" TALL PAINTED GALVANIZED
- 020000.01 CONCRETE SLAB
- 020000.02 2" x 4" STUDS
- 020000.03 2" x 4" STUDS
- 020000.04 2" x 4" STUDS
- 020000.05 2" x 4" STUDS
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- 020000.99 2" x 4" STUDS
- 020000.100 2" x 4" STUDS





CARTHAGE COLLEGE
THE OAKS STUDENT RESIDENCES

SITE PLAN
LOHAN ANDERSON



copyright 2009 James Steinkamp Photography

SITE PERPECTIVE
LOHAN ANDERSON

CARTHAGE COLLEGE
THE OAKS STUDENT RESIDENCES

City Plan Division 625 52 nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	January 20, 2011	Item
Request to extend the Conditional Use Permit for a multi-family residential development to be located east of 30th Avenue, north and south of 21st Street, District #5. (Sun Pointe Village) PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: East of 30th Avenue, north and south of 21st Street
Zoned: RM-2 Multi-Family/SWO Shoreland Wetland Overlay

NOTIFICATIONS/PROCEDURES:

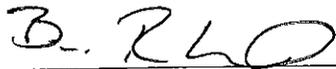
The alderman of the district, Alderman LaMacchia, has been notified. The Common Council is the final review authority.

ANALYSIS:

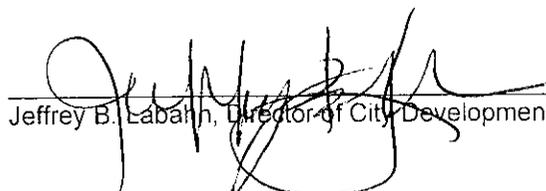
- The City Plan Commission approved this multi-family development on January 8, 2009. The approval allowed the applicant twenty-four (24) months to obtain all building permits.
- Since the plans were approved, the applicant has constructed one 3-unit building. Nineteen (19) buildings with eighty-one (81) units were approved.
- The applicant is requesting a six-month extension to the permit.
- The original Conditions of Approval still apply.
- The extension will give the applicant additional time to obtain building permits.

RECOMMENDATION:

A recommendation is made to approve the six-month extension, subject to the original Conditions of Approval.



Brian R. Wilke, Development Coordinator
/u2/acct/cp/ckays/1CPC/2011/Jan20/fact-cupx-sunpointe.odt



Jeffrey B. Labahn, Director of City Development



January 4th, 2011

Department of City Development
Attn: Brian Wilke
625 52nd St
Kenosha, WI 53140

RE: Extension of Conditional Use Permit for Sun Point Village

Dear Mr. Wilke,

In response to your letter dated December 7th, 2010 which indicates that the conditional use permit for the Sun Point Village Development is set to expire January 8th 2011 the following is provided: Mills Enterprises on behalf of Sun Point Village Ventures, LLC would like to request that a 6 month extension be granted for the above referenced conditional use permit to allow us to obtain permits on some of the remaining buildings. If you need anything additional from us please do not hesitate to contact me at the number listed below.

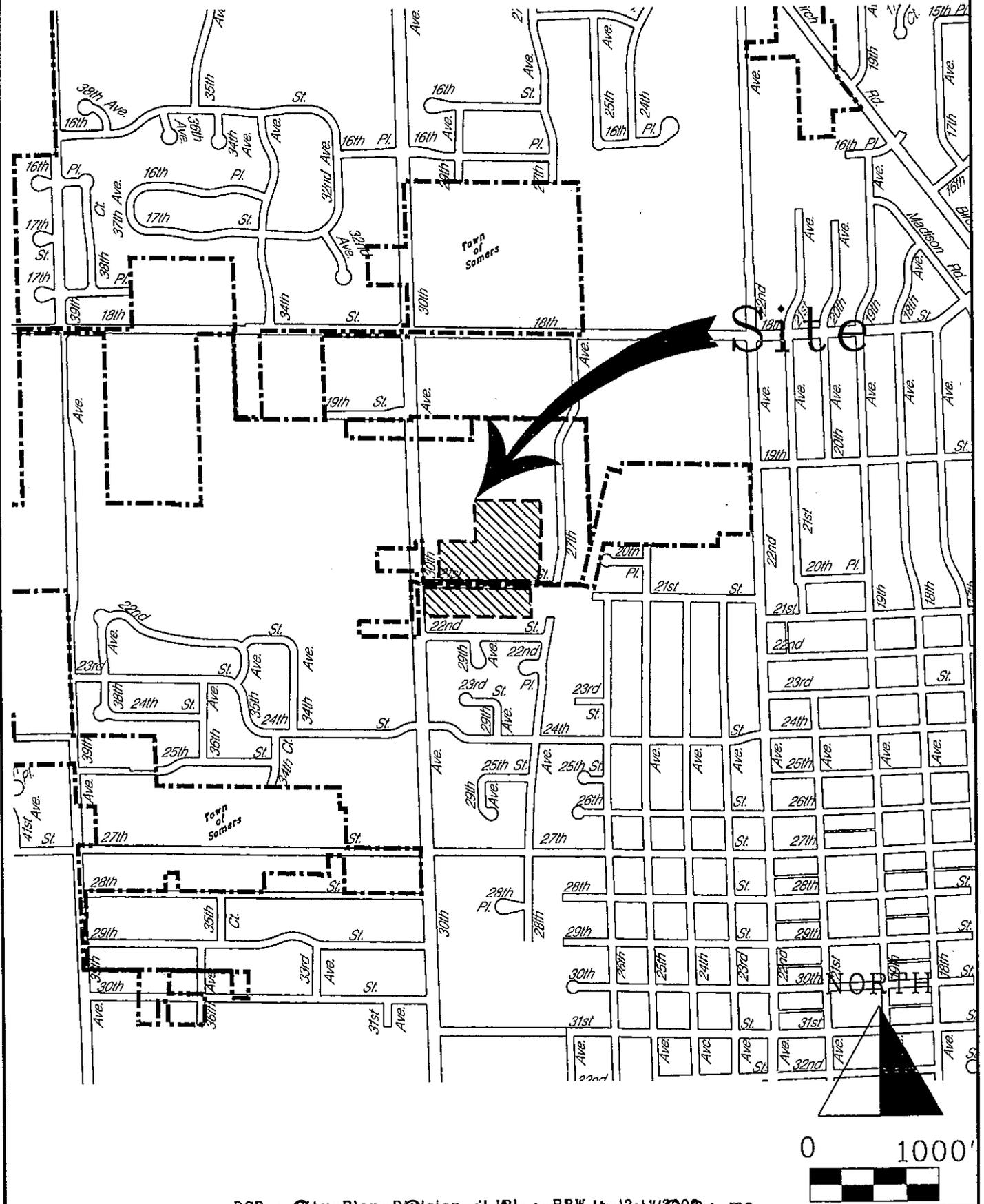
Thank You,

A handwritten signature in black ink, appearing to read "Jonah P. Hetland".

Jonah P. Hetland
Development Director
Mills Enterprises
262-842-0483

City of Kenosha

Vicinity Map Sun Pointe Village



Department of City Development
 625 52nd Street
 Kenosha, Wisconsin 53140
 phone - 262.653.4030 or fax 262.653.4045

Conditional Use Permit Approval

Project Name:	Sun Pointe Village	Date: March 10, 2009
Location:	30th Avenue and 21st Street	
Project Description:	Amendment to Conditional Use Permit	
Issued to:	Steve Mills Sun Pointe Village Ventures 4011 80th Street Kenosha, WI 53142	
Architect/ Engineer/ Contractor: (if applicable)	Farris, Hansen & Associates 7 Ridgeway Court Elkhorn, WI 53121	
Approval Dates:	City Plan Commission – January 8, 2009 Department of City Development – February 26, 2009	
<ul style="list-style-type: none"> • Conditions of approval (see attachment) • Approval shall be void if a building permit is not obtained by August 26, 2009. 		

Any questions regarding the approved **Conditional Use Permit** should be directed to Brian Wilke, Development Coordinator, at 262.653.4030.



 Jeffrey B. Labahn, AICP
 Director, Department of City Development

- c:
- Paula Blise, Zoning Coordinator, Neighborhood Services & Inspections
 - Ron Bursek, Director, Public Works
 - Mike Callovi, Department of City Development
 - Mike Higgins, City Clerk/Treasurer/Assessor
 - John W. Morrissey, Chief, Police Department
 - Patrick Ryan, Chief, Fire Prevention Bureau
 - Ed St. Peter, Manager, Kenosha Water Utility
 - Jan Schroeder, Operations Coordinator, Public Works
 - Jim Schultz, Director, Neighborhood Services and Inspections
 - Nick Torcivia, Director of Building Inspection, Neighborhood Services & Inspections

Project Name:	Sun Pointe Village	Date: March 10, 2009
Location:	30th Avenue and 21st Street	

Conditions of Approval

1. The applicant shall obtain all required construction permits from the Department of Neighborhood Services & Inspections. This includes, but is not limited to Erosion Control, Building, Plumbing, Electrical and Occupancy permits.
2. The applicant shall obtain Driveway, Sidewalk, and Parking Lot permits from the Department of Public Works.
3. All signs shall comply with Chapter 15 of the Code of General Ordinances and the applicant shall obtain sign permits for all new signs. A separate submission and permits are required for all signs. Sign information provided under the Conditional Use Permit is for reference only and does not constitute sign permit approval.
4. Development shall be constructed per the approved plans on file with the Department of City Development. All improvements indicated on the plans, including landscaping, shall be installed prior to the issuance of a final Occupancy permit. Phasing shall comply with the Construction Phasing Plan on file with the Department of City Development.
5. Prior to the issuance of any occupancy permits, all parking areas, drives and designated paved areas shall have the initial lift of asphalt installed. The building exterior shall be completed per the approved plans and the exterior lighting shall be installed.
6. Compliance with any Conditions noted in the recorded Developers Agreement.
7. Compliance with City and State codes.
8. Any changes to the approved plans shall require an amendment to the Conditional Use Permit. All changes shall be submitted to the Department of City Development for review and approval.
9. All trash containers shall be stored within the enclosure or garages.
10. Applicant shall meet all applicable Conditions of Approval and obtain a building permit within six (6) months of the City Plan Commission approval. Building permits for all other buildings shall be obtained within two (2) years of the City Plan Commission approval or the Conditional Use Permit shall be null and void for all unconstructed buildings.
11. All vehicles shall be parked within the designated paved areas.
12. Applicant/owner shall be responsible for waste collection and removal for the development. The City of Kenosha shall not provide waste collection or removal services or incur any cost in this regard.
13. All improvements, including landscaping, shall be maintained per the approved plans. Any damaged fencing, landscaping or building shall be replaced or reconstructed per the approved plans.
14. Cross access shall be provided to adjacent parcels if required at a future date by the City.

15. New Engineering Plans shall be submitted for *Alternative 2* before construction permits can be issued if *Alternative 2* is chosen.
16. All stockpiles shall be removed from the site no later than final occupancy of the last building in Phase 1.
17. Park Impact fees shall be paid, per Chapter 35 of the Code of General Ordinances, prior to the issuance of each building permit.
18. Applicant shall indicate in writing to the City which *Alternative* is chosen before proceeding with *Alternative 1* or *Alternative 2*.
19. A Drainage Plan must be submitted to and approved by the Department of Public Works before the Building permit is applied for. If that Drainage Plan requires changes in the parking lot elevations or additional storm sewer, a Drainage Plan for the entire complex must be approved by the Department of Public Works before the first building permit is issued.
20. If *Alternative 2* is chosen, the building elevations for the three-unit and 4-unit buildings shall be resubmitted for review and compliance with Section 14.07 B.11 of the Zoning Ordinance.

City of Kenosha Conditional Use Permit Application

Mailing Information	
Name of Project SUN POINTE VILLAGE	Name, Address and Phone of Architect / Engineer / Contractor (if applicable) FARRIS HANSEN & ASSOCIATES 7 RIDGWAY COURT ELKHORN, WI 53121 <input type="checkbox"/> Send correspondence to this address (Check only one)?
Name, Address and Phone of Applicant SUN POINTE VILLAGE VENTURES C/O STEVE MILLS 4011 80TH ST KENOSHA, WI 53142 <input checked="" type="checkbox"/> Send correspondence to this address (Check only one)?	Name, Address, Phone of Property Owner (if other than applicant)
Site Description	
Address of Site or Specific Location 21ST ST AND 30TH AVE	Description of Site by Lot, Block and Recorded Subdivision or Metes and Bounds PT. OF THE NE 1/4 OF SECTION 24, T2N, R22E, CITY OF KENOSHA, WI
Zoning District: RM-2	Proposed zoning change, if any: N/A
Building or addition square footage*: 80,000 SQ FT +	Site Size*: 15.77 ACRES
Operational Description (including any other required submittals)	
Type of Structure(s): MULTIPLE FAMILY CONDOMINIUM BUILDINGS	
Proposed Use/Operation of Structure(s): MULTI FAMILY RESIDENTIAL	
Anticipated Number of Occupants and/or Employees:	
Staff Use Only Review Authority: (See Table 4.01 of the Kenosha Zoning Ordinance to determine Review Authority.) City Plan Division - CPD City Plan Commission - CPC Common Council - CC Fee collected \$ _____ Date _____ By _____ (initial)	

* Information must be provided for the application to be processed.

Complete and return to Department of City Development, 625 - 52nd Street, Room 308, Kenosha, WI 53140

Conditional Use Permit Procedures

Common Council Agenda Item #O.2



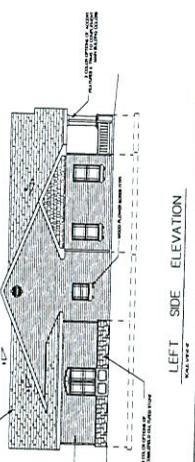
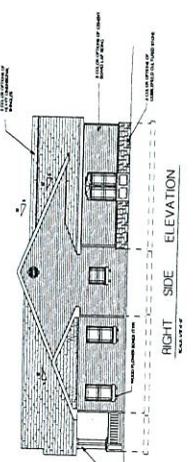
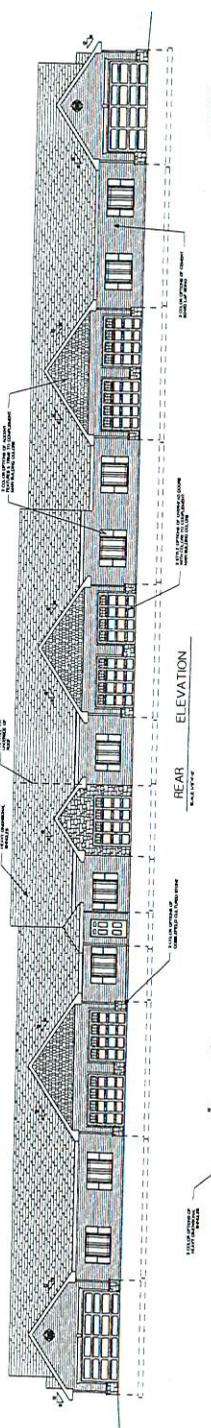
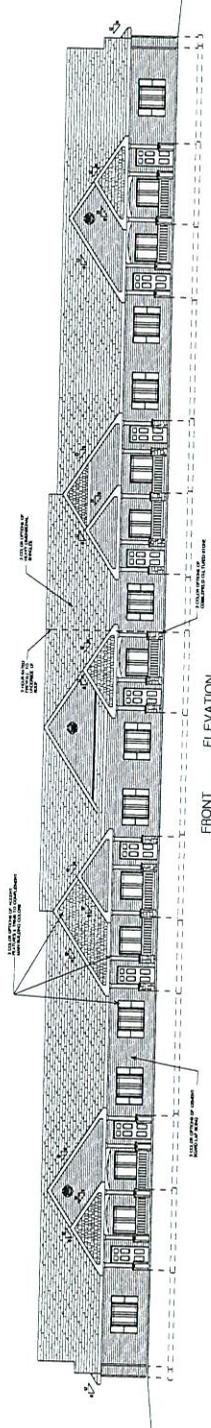
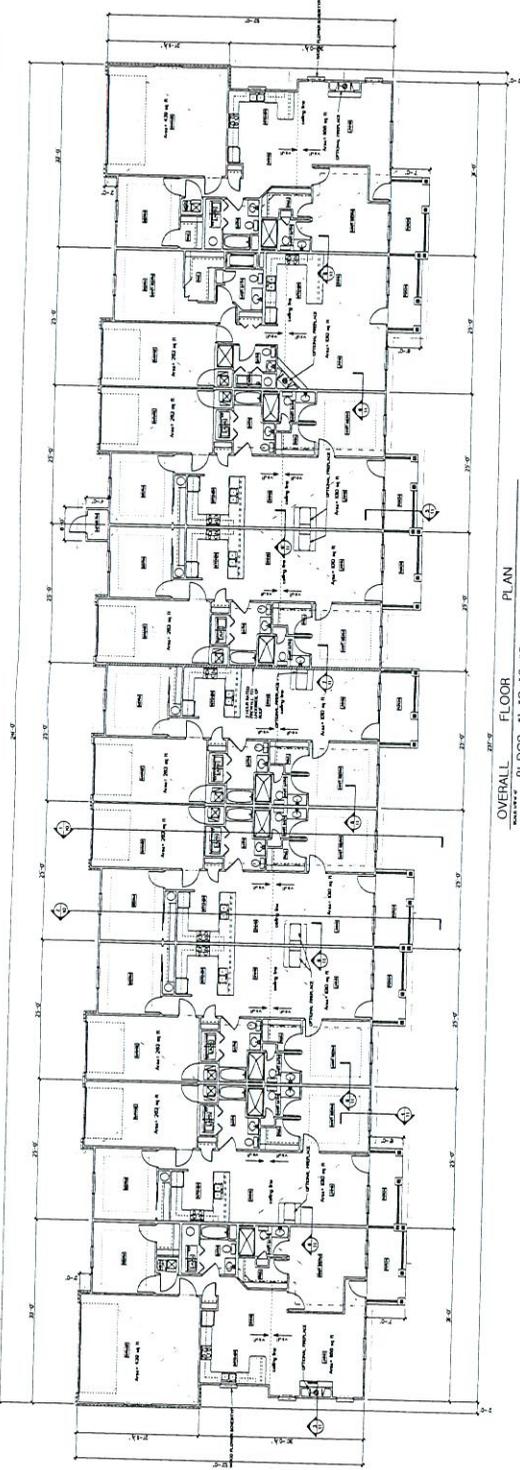
SUN POINTE VILLAGE
AND
DUPLEX CONDOMINIUMS
CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

STYLE NO. 1
9 UNIT BLDG - REAR LOAD GARAGE
OVERALL FLOOR PLAN
EXTERIOR ELEVATIONS

PARIS, HANSEN & ASSOCIATES, INC.
Engineering Architecture Drafting
7 Ridge Court, M.D. Box 432
Kenosha, Wisconsin 53121
Phone (224) 724-2288
Fax (224) 724-2288

DATE: 11/22/05
PROJECT NO.: 0403
SHEET NO.: 9 of 15

PROJECT NO.: 0403
DATE: 11/22/05
SHEET NO.: 9 of 15



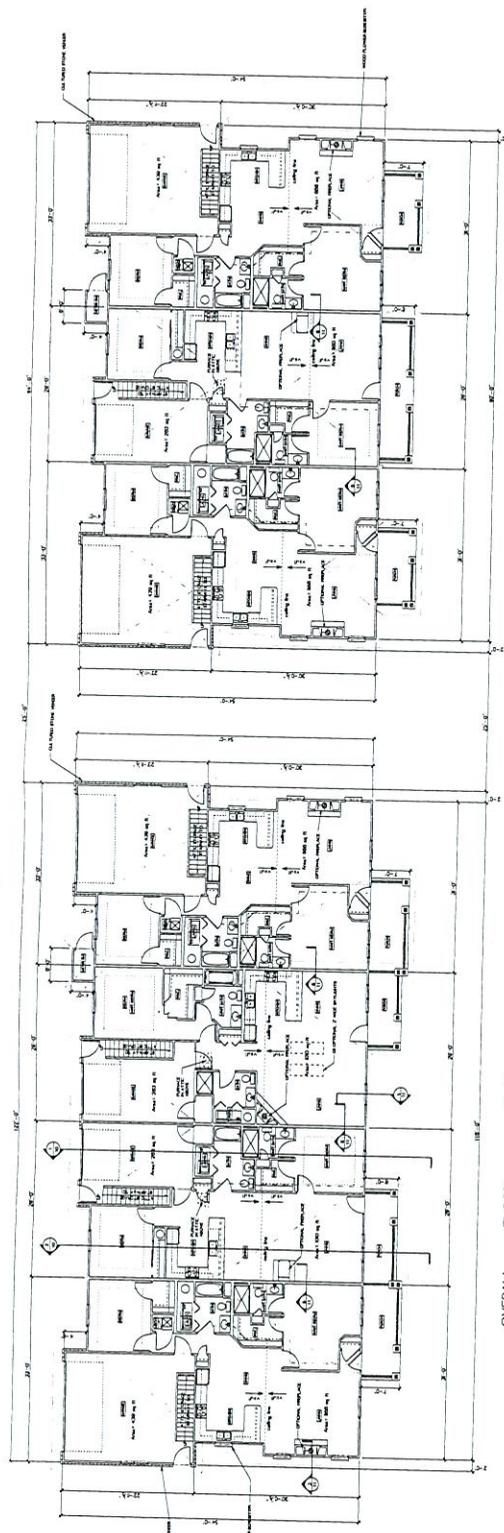


SUN POINTE VILLAGE
AND
DUPLEX CONDOMINIUMS
CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

OPTIONAL BUILDING LAYOUTS
4 UNIT BLDG - REAR LOAD GARAGE
3 UNIT BLDG - REAR LOAD GARAGE
OVERALL FLOOR PLANS
EXTERIOR ELEVATIONS

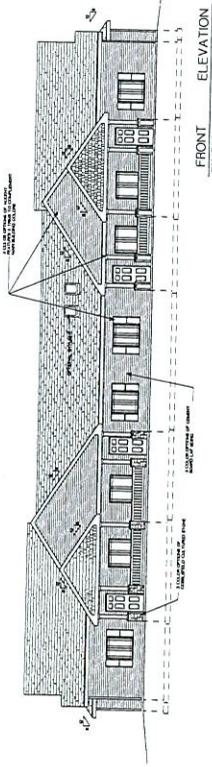
PARIS HANSEN & ASSOCIATES, INC.
ENGINEERING ARCHITECTURE SURVEYING
2000 WEST WISCONSIN STREET
KENOSHA, WISCONSIN 53141
OFFICE (262) 233-2088
FAX (262) 233-2088

PROJECT NO. 6043
DATE 03/04/08
SHEET 13 OF 15

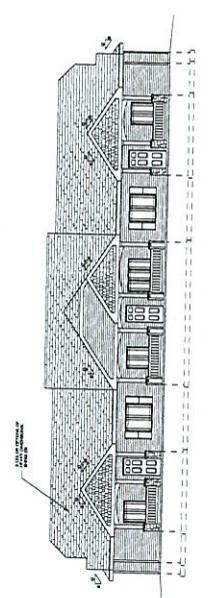


OVERALL FLOOR PLAN
BLDGS #3B, #4B, #5B, #6B, #8B

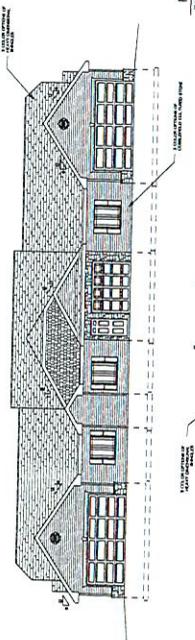
OVERALL FLOOR PLAN
BLDGS #3A, #4A, #5A, #6A, #8A



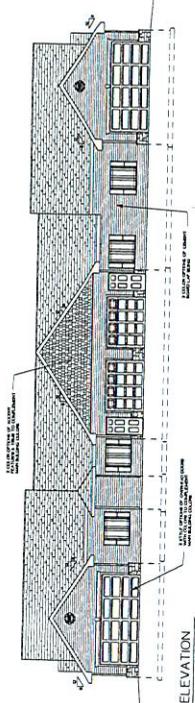
FRONT ELEVATION



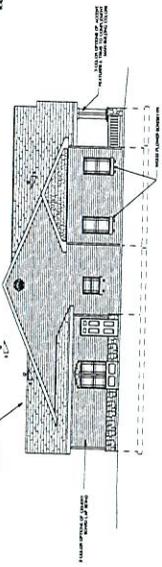
FRONT ELEVATION



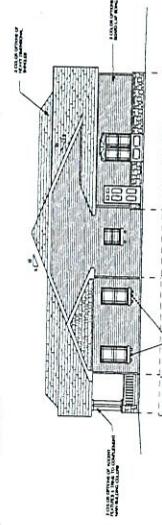
REAR ELEVATION



REAR ELEVATION



LEFT SIDE ELEVATION



LEFT SIDE ELEVATION

BLDG #3A, #4A, #5A, #6A, #8A
RIGHT SIDE ELEVATION

SHEET NO. 6043
 DATE 04/14/03
 SCALE 1/8" = 1'-0"
 15 of 15

PROJECT NO. 03-001
 PROJECT NAME
 PROJECT LOCATION
 PROJECT DESCRIPTION
 ARCHITECT
 ARCHITECT'S ADDRESS
 ARCHITECT'S PHONE
 ARCHITECT'S FAX
 ARCHITECT'S E-MAIL
 ARCHITECT'S WEBSITE
 ARCHITECT'S LICENSE NO.
 ARCHITECT'S EXPIRES

FARRIS, HANSEN & ASSOCIATES, INC.
 ENGINEERING ARCHITECTURE INTERIORS
 7000 WEST WISCONSIN AVENUE
 SUITE 200
 MILWAUKEE, WISCONSIN 53224
 PHONE (414) 762-2888
 FAX (414) 762-2889
 WWW.FHAI.COM

DUPLEX CONDOMINIUMS
 STYLE 1

SUN POINTE VILLAGE
 AND
 DUPLEX CONDOMINIUMS
 CITY OF KENOSHA, KENOSHA CO., WISCONSIN

