

**AGENDA**  
**FINANCE COMMITTEE MEETING**  
**Kenosha Municipal Building - Room 204**  
**Monday, February 7, 2011**  
**5:30 P.M.**

**Chairman: David F. Bogdala**

**Vice Chair: Daniel L. Prozanski, Jr.**

**Alderman: Katherine Marks**

**Alderman: Eric J. Haugaard**

**Alderman: Tod Ohnstad**

**Alderman: Theodore Ruffalo**

**Call to Order**

**Roll Call**

Approval of the minutes of the regular meeting held January 19, 2011.

1. Proposed Resolution by the Mayor - Authorizing an Amended and Restated Development Financing Agreement with respect to Towne Investments Project in Tax Incremental District #12. **Go to Backup**
2. Disbursement Record #1 – \$10,867,841.21. **Go to Backup**
3. KABA 2010 4th Quarter Revolving Loan Fund Report. **Go to Backup**
4. Status of Litigation Regarding Crabtree Residential Living, Inc., et al. v. City of Kenosha et al., 10CV691 (United States District Court for the Eastern District of Wisconsin) **CLOSED SESSION: The Finance Committee may go into Closed Session regarding this item, pursuant to §19.85(1)(g) to confer with legal counsel regarding strategies with regard to the pending litigation. The Finance Committee may or may not reconvene into open session for purposes of holding a hearing and making a final determination. Go to Backup**

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

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

website: [www.kenosha.org](http://www.kenosha.org)

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

**Finance Committee  
Minutes of Meeting Held January 19, 2011**

A meeting of the Finance Committee held on January 19, 2011 in Room 204 at the Kenosha Municipal Building was called to order at 5:32 p.m. by Chairman Bogdala.

At roll call, the following members were present: Aldermen Ohnstad, Haugaard and Ruffalo. Alderman Marks arrived during discussion of Item #2. Alderman Prozanski was previously excused. Staff present were: Frank Pacetti, City Administrator; Carol Stancato, Director of Finance; Edward Antaramian, City Attorney; William Richardson, Assistant City Attorney; Jonathan Mulligan, Assistant City Attorney; Jeff Labahn, Director of City Development; Donna Cook, Executive Director of Kenosha Housing Authority; and Mitch Engen, Supervisor of Property Maintenance.

It was moved by Alderman Ruffalo, seconded by Alderman Ohnstad, to approve the minutes of the regular meeting held December 20, 2010. Motion carried unanimously.

1. Proposed Ordinance By Alderperson Theodore Ruffalo To Repeal and Recreate Subsection 1.045 C.1. And C.2. (*of the Code of General Ordinances*) Entitled "Withholding of Licenses and Permits by the City Clerk". (Deferred from the meeting of 12/20/10)  
PUBLIC HEARING: No one spoke. **It was moved by Alderman Ruffalo, seconded by Alderman Ohnstad, to approve. Motion carried unanimously.**
2. Proposed Ordinance 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".  
PUBLIC HEARING: No one spoke. **It was moved by Alderman Ruffalo, seconded by Alderman to amend according to draft dated 1/12/11. Motion carried unanimously. It was moved by Alderman Ruffalo, seconded by Alderman Haugaard, to approve as amended. Motion carried unanimously.**
3. Proposed Resolutions To Specially Assess Certain Parcels of Property for:
  - a. Razing/Pre-Razing of Structures - \$11,300.80
  - b. Property Maintenance Reinspection Fees - \$9,736.00
  - c. Boarding & Securing - \$5,039.56
  - d. Trash & Debris Removal (NSI) - \$1,055.00
  - e. Graffiti Removal - \$800.00
  - f. Grass & Weed Cutting - \$5,159.50
  - g. Trash & Debris Removal (Health) - \$9,084.67PUBLIC HEARING: No one spoke. **It was moved by Alderman Ohnstad, seconded by Alderman Ruffalo, to approve. Motion carried unanimously.**
4. Animal Control Services Agreement By And Between the City of Kenosha, Wisconsin (*a Municipal Corporation*) And Clawz and Pawz (*a Wisconsin General Partnership*).  
PUBLIC HEARING: No one spoke. **It was moved by Alderman Ohnstad, seconded by Alderman Marks, to approve. Motion carried unanimously.**
5. Approval of Lease By and Between the City of Kenosha, Wisconsin (*a Municipal Corporation*) and Carthage College (*an Illinois Corporation*). (District 1)  
PUBLIC HEARING: Attorney Mulligan spoke. **It was moved by Alderman Haugaard, seconded by Alderman Ohnstad, to approve. Motion carried unanimously.**
6. Second Amendment to the HOME Program Agreement by and between the City of Kenosha and Tarantino & Company, LLC for Casa del Mare Senior Residential Care Apartment Complex at 3508 7th Avenue. (District #1)  
PUBLIC HEARING: Mr. Pacetti and Attorney Richardson spoke. **It was moved by Alderman Haugaard, seconded by Alderman Ohnstad, to approve. Motion carried unanimously.**
7. Disbursement Records #23 & #24 - \$4,961,508.48 and \$4,563,017.18.  
PUBLIC HEARING: No one spoke. **It was moved by Alderman Ohnstad, seconded by Alderman Ruffalo, to approve. Motion carried unanimously.**

8. Umbrella Policy. CLOSED SESSION. **It was moved by Alderman Ruffalo, seconded by Alderman Haugaard, to go into closed session. The motion and second were withdrawn. It was then moved by Alderman Ruffalo, seconded by Alderman Haugaard, to defer the item with closed session to the next meeting. Motion carried unanimously.**

**There being no further business to come before the Finance Committee, it was moved, seconded and unanimously carried to adjourn at 6:23 pm.**

**\*NOTE: Minutes are unofficial until approval at the Finance Committee meeting scheduled for February 7, 2011.**



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

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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.

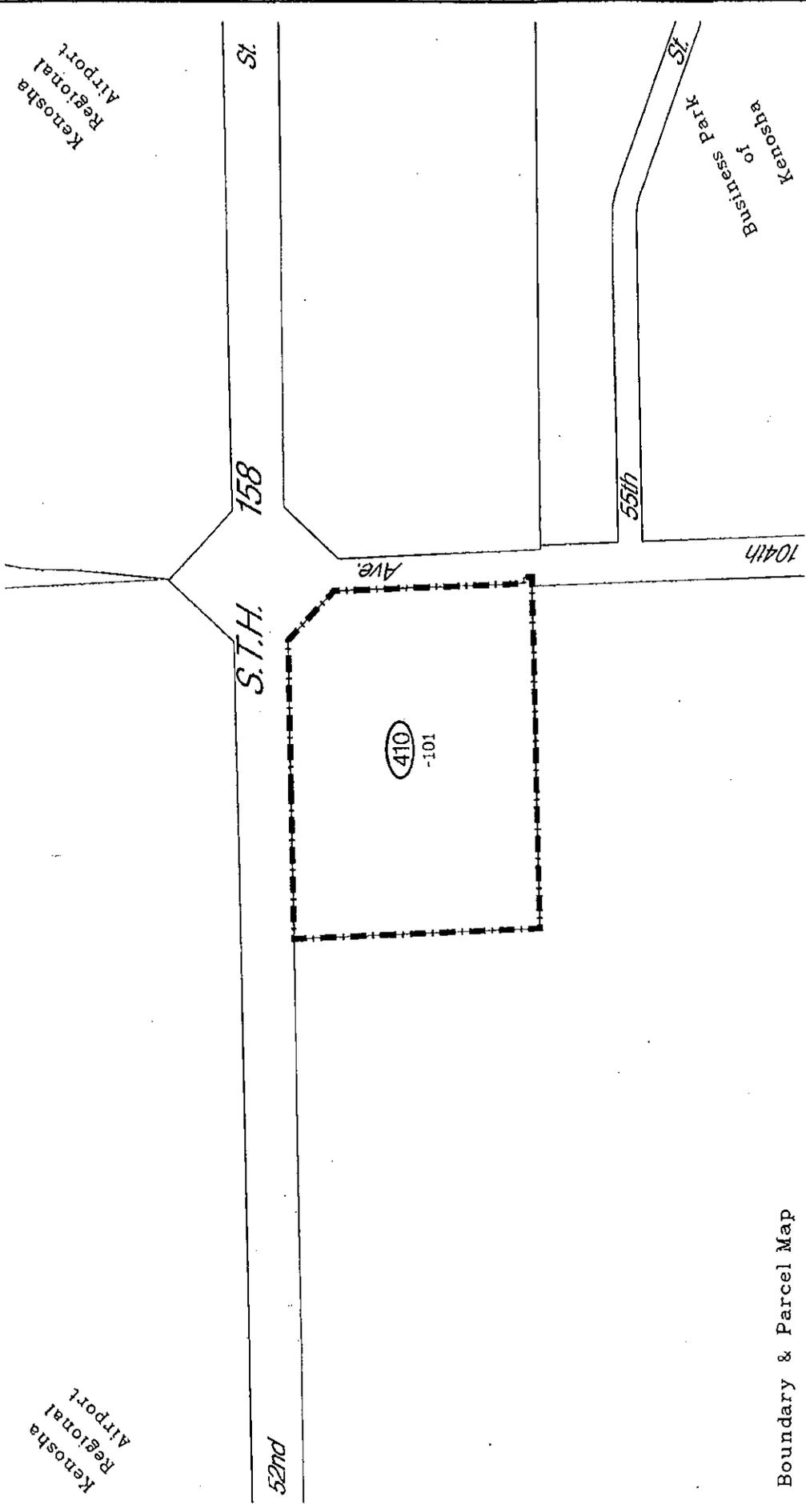
Enclosed is the proposed Resolution and Amended and Restated Agreement as prepared by the City's bond counsel, as well as a red-line version of the original Agreement showing the changes. The primary changes include:

- 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.

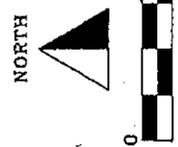
Please contact me at 653-4030 if you have any questions.

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:

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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 – 52 <sup>nd</sup> 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.

QB\6277420.9

**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>\$329,225</u>
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4b	SANITARY SEWER CONSTRUCTION (ALTERNATIVE #2 - Grinder Pump)	\$54,400
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	<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
<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-	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.

QB\6277420.46277420.9

**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 – 52<sup>nd</sup> 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.

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**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

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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 ~~6.05~~ 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.

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~~


**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
<b>SUBTOTAL</b>	<b>9,602,735.11</b>

PLUS:

2. City of Kenosha Payroll Wire Transfers from the same period:	1,265,106.10
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<b>TOTAL DISBURSEMENTS APPROVED</b>	<b>10,867,841.21</b>
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\_\_\_\_\_  
David Bogdala

\_\_\_\_\_  
Daniel Prozanski Jr.

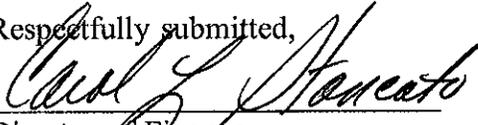
\_\_\_\_\_  
Katherine Marks

\_\_\_\_\_  
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

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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

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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
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	SCHLEBLE & 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

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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

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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
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

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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

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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

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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

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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, NANCI 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 4<sup>th</sup> 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
<b>Total</b>					<b>\$ 1,152,654.22</b>	

<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
<b>Total</b>					<b>\$ 1,299,369.36</b>	

**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
<b>Total</b>	<b>2,705,715.76</b>	<b>2,010,421.30</b>	<b>90,062.28</b>	<b>72,593.26</b>	<b>947,829.36</b>	<b>1,152,654.22</b>

**City Revolving Loan Fund (City/RLF)**

M & P Properties, LLC  
MCR Properties, LLC  
R & R Properties of WI, LLC  
Bradshaw Medical, Inc.  
Bradshaw Medical, Inc.  
Madson Investments, LLC  
Centrealstate, Inc.

**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
<b>Urban Development Action Grant</b>						
<b>Revolving Loan Fund (UDAG)</b>						
MCR Properties, LLC	900,000.00	634,938.36		33,658.12	634,938.36	0.00
R & R Properties of WI, LLC	575,500.00	303,445.94		8,546.42	303,445.94	0.00
Monarch Plastics, Inc.	800,000.00	702,418.41		27,305.56	43,468.52	658,949.89
Garetto Real Estate, LLC	500,000.00	468,748.03		23,021.14	23,959.58	444,788.45
R & R Properties of WI, LLC	225,000.00	216,121.56		6,036.68	216,121.56	0.00
Kenosha National, LLC	197,500.00	0.00		219.44	1,868.98	195,631.02
<b>Total</b>	<b>3,198,000.00</b>	<b>2,325,672.30</b>	<b>0.00</b>	<b>98,787.36</b>	<b>1,223,802.94</b>	<b>1,299,369.36</b>

## LIABILITY LIMITS

State law limits the amount a person can recover in a lawsuit filed against a municipality and its officers and employees to \$50,000 per cause of action. Sec. 893.80(3), Stats. It should be emphasized that this "damage cap" applies to each cause of action arising out of a single wrongful or negligent act. For example, if three persons are injured in a particular accident caused by a municipal official, all three persons may recover up to the statutory limit. Also, any derivative claims (independent claims of a third person deriving from the injury) have separate liability caps. *Boles v. Milwaukee Co.*, 150 Wis.2d 801, 443 NW.2d 679 (Ct. App. 1988). (An example of a derivative claim might be a spouse's claim for loss of consortium in an accident that results in personal injuries.)

A higher liability limit applies when a motor vehicle owned or leased by a municipality is involved in an accident. A plaintiff may recover up to \$250,000 in an action for damages arising from the negligent operation of municipal motor vehicles. Sec. 345.05, Stats.

These statutory liability limits do not apply to civil rights claims under 42 U.S.C. sec. 1983.

## IMMUNITIES

Municipalities and their officers and employees are granted broad immunity from liability under Wisconsin law. Municipal officers and employees may be immune from suit when performing "discretionary" duties. A discretionary duty is one that calls for reasoned opinion and judgment on the part of an officer or employee. *Kimps v. Hill*, 200 Wis.2d 1, 546 NW.2d 151 (1996). "Discretionary" duties can be contrasted with what are termed "ministerial" duties. Ministerial duties are those duties that are "absolute certain and imperative involving only the performance of a specific task."

The Wisconsin Supreme Court in *Barillari v. City of Milwaukee*, 194 Wis.2d 247, 533 NW.2d 759, 763 (1995), outlined three exceptions to the general rule of public official immunity. A public official or employee is not immune from liability if the official or employee:

1. engages in conduct which is malicious, willful or intentional;
2. negligently performs a ministerial duty ("A duty is ministerial when it is absolute, certain and imperative, involving only the performance of a specific task which the law imposes, prescribes and defines the time, mode and occasion for its performance with such certainty that nothing remains for judgment or discretion.") or
3. is aware of a danger that is of "such quality that the public officer's duty to act becomes absolute, certain and imperative."

Many actions taken by municipal officers and employees are discretionary in nature, calling for some subjective evaluation of the situation. For example, law enforcement generally requires persons to make moment-to-moment decisions in crisis management that are entitled the discretionary immunity, *Barillari v. City of Milwaukee*, 194 Wis.2d 247, 533 NW.2d 759 (1995). Actions taken as part of the general enforcement of a municipal code, including the issuance of permits may be entitled to immunity. *Allstate v. Metro Sewer Comm.*, 80 Wis.2d 10, 358 N.W.2d 148 (1977). Similarly, immunity may extend to independent contractors who follow governmental directives. *Estate of Lyons v. CNA Insurance*, 207 Wis.2d 448, 558 N.W.2d 658 (Ct. App. 1996).

There are other exceptions to the application of statutory immunity. For example, the terms of a contract may create duties between the parties, for which there is no immunity. *Major v. Milwaukee Co.*, 196 Wis. 2d 939, 539 N.W.2d 472 (Ct. App. 1995). Further, a "known" danger may create a ministerial duty for which there is no immunity. This exception involves a two prong test:

- clear duty for a specific task; where;
- official "knows" of a specific danger;

*Larsen v. Wisconsin Power & Light*, 120 Wis.2d 508, 355 N.W.2d 557 (Ct. App. 1984).

For example, repeated attacks by a dog created a ministerial duty for removal or destruction by municipal officials, *Turner v. City of Milwaukee*, 193 Wis.2d 412, 535 N.W.2d 15 (Ct. App. 1995). Courts have recognized that it is wise to encourage government actors to rectify dangerous situations of which they have become aware.

Statutory immunity also does not extend to damages caused by highway defects, or from a negligent failure to maintain and prepare the roadway. Examples of this could be potholes on paved surfaces, worn ruts in a gravel shoulder, or other obvious dangers existing on the roadways. *Morris v. Juneau County*, 219 Wis. 2d 544, 579 N.W.2d 690 (1998).

#### **Immunity Under Federal Law.**

As under state law, certain immunities from liability are available to municipal officers when defending against federal civil rights lawsuits. Under federal law, a full or "absolute" immunity from suit is accorded to various government officials and employees including: prosecutors, *Buckley v. Fitzsimmons*, 509 U.S. 259 (1993); judges, *Pulliam v. Allen*, 466 U.S. 522 (1984); legislators, *Bogan v. Scott-Harris*, 523 U.S. 44 (1998); court clerks, *Ford v. Kenosha Co.*, 160 Wis.2d 485, 466 NW.2d 646 (1991); guardians ad litem, *Paige K.B. v. Molepeske*, 219 Wis.2d 418, 580 NW.2d 289 (1998); and social workers for court related acts and recommendations, *Millspaugh v. Co. Dept. of Welfare*, 937 F.2d 1172 (7th Cir. 1991).

A "qualified" or conditional immunity is accorded to other municipal employees in certain circumstances. Conditional immunity is allowed if conduct does not violate clearly established constitutional or statutory rights of which a reasonable person would have known. *Henes v. Morrissey*, 194 Wis.2d 339, 533 NW.2d 802 (1995). This qualified immunity extends to all government officials and employees, *Hunter v. Bryant*, 502 U.S. 224 (1991). Qualified immunity applies unless the conduct is clearly contrary to existing precedent, *Rakovich v. Wade*, 850 F.2d 1180 (7th Cir. 1988), *cert. denied* 488 U.S. 968. The issue of qualified immunity is a question of law for the court to decide. *McNair v Coffey* 279 F.3d 463 (7th Cir. 2002).

**McNALLY, MALONEY & PETERSON, S.C.**  
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September 10, 2010

Raymond Pollen, Esq.  
CRIVELLO, CARLSON & MENTKOWSKI  
710 North Plankinton Avenue  
Suite 500  
Milwaukee, Wisconsin 53202-2404

RE: *Crabtree Residential Living, et al. v. City of Kenosha, et al.*  
Case No. 10-C-0691

Dear Ray:

Pursuant to the telephone conference that Rock Pledl and I had with you on August 26, 2010, we are setting forth in this letter our settlement position as outlined to you in that telephone conference. This communication is made solely for settlement discussion purposes pursuant to Wis. Stats. §904.08 and Rule 408(a) of the Federal Rules of Evidence.

The essential elements of any settlement of this litigation must include the following:

1. **Interim approval of Crabtree Residential's application to go from four to six beds at 6225 91<sup>st</sup> Avenue, Kenosha Wisconsin ("Aspen House")**. While discussions are pending about the overall resolution of this case, we would expect the Common Council to take all necessary steps to approve Crabtree Residential's application on an interim basis, so that it can proceed to obtain the necessary building permits, do the necessary modifications to the building and obtain license approval for the additional beds from the State of Wisconsin Department of Family Services. Such action by the Common Council could limit its damages overall and obviate the need for action by the plaintiffs to seek interim relief from the Court during the pendency of this litigation.

RECEIVED SEP 10 2010

2. **Delay damages to Crabtree Residential Living.** The application to go from four beds to six beds was filed with the City of Kenosha on January 7, 2010. We believe the evidence will show that our client would have been able to complete the necessary modifications to the building within 10 days and would have been in a position to fill the two additional beds by the end of February, 2010. Therefore, Crabtree Residential is entitled to delay damages beginning March 1, 2010 and until such time as this matter is resolved and Crabtree Residential is able to begin receiving additional revenue based on those two additional beds. There were and still are a pool of potential residents for those beds. One of those potential residents is Plaintiff Scott Rocco, whose damages will be addressed as a separate item in this settlement outline. The monthly losses for Crabtree Residential are as follows:

Gross lost income per month for two residents (\$4,427.45 for each resident based on \$145.56 daily rate) (\$4,427.45 x 2) ..... \$8,854.90

Less additional variable expense per month for two residents ..... (\$515.00)

Less monthly amortization of construction cost

(stairs - \$6,525 depreciated over 27.5 years = \$19.77 per month)

(other construction costs – \$4,588.56 depreciated over 27.5 years

= \$13.91 per month) ..... (\$33.68)

Net Income Lost per month as a result of the absence of

two additional residents ..... \$8,306.22

To this point in time, the total delay from March 1, 2010, is approaching 6 ½ months. For purposes of settlement, Crabtree Residential is agreeable to cutting off the damage period on the date the Common Council formally approves the additional two beds plus 60 days to allow completion of modifications and transfer of the two residents into Aspen House. (So, for example, if the Council approved on September 30, 2010, Crabtree’s damage period would be March 1, 2010 thru November 30, 2010 or 9 months x \$8,306.22 per month).

3. **Damages for Scott Rocco.** Mr. Rocco’s legal guardian, Katherine Piantek, contacted Crabtree Residential in May 2010 concerning residency for Mr. Rocco at Aspen House. We believe, under the circumstances of this case, that Mr. Rocco would have been moved to Aspen House by the beginning of June 2010. Based upon the compelling circumstances of this case and prior awards in similar cases, delay damages to Mr. Rocco in the amount of \$1,800 per month, beginning June 1, 2010, are appropriate. As with the delay damages for Aspen House, the cutoff point would

be 60 days after the Common Council approves the expansion of Aspen House from four beds to six beds.

4. **Attorneys fees and costs.** Attorneys fees and costs to date total approximately \$22,000. We believe the defendants would be liable for attorneys fees and costs until this matter is fully resolved and a Settlement Agreement is approved by the Court.
  
5. **Revision of City of Kenosha to permit state-licensed adult family homes, group homes, group foster homes and community living arrangements of up to eight beds in districts zoned single-family residential and 15 beds in districts zoned multi-family residential.** This element of settlement is essential so that our client, Crabtree Residential, as well as other providers, do not have to come before the Common Council to obtain permission for a state-licensed community living arrangement or other group living facility serving the following client groups: Advanced Age/Frail Elderly; Irreversible Dementia/Alzheimer Disease; Developmental Disability; Emotionally Disturbed/Mental Illness; Physical Disability; Terminal Illness; Traumatic Brain Injury; Acquired Immune Deficiency Syndrome (AIDS); Alcohol or Drug Abuse; and any other physical or mental impairment which substantially limits one or more of such person's major life activities, or record of having such an impairment, provided the impairment is not related to current, illegal use of, or an addiction to a controlled substance.

See for example, City of Milwaukee Code of Ordinances, Section 295-201-144.

As we indicated to you in our initial discussion, the City of Milwaukee enacted an Ordinance addressing these issues, similar to the one we propose in this matter, in February, 2006. Portions of that Ordinance are enclosed for your review. For your information, the revisions to the Milwaukee Code of Ordinances was a result of the litigation that Rock Pledl and I initiated on behalf of various residential providers in *Options for Community Growth, Inc., et al. v. The City of Milwaukee* in the U.S. District Court for the Eastern District of Wisconsin, Case No.: 03-C-1275.

The City of Madison has also adopted a similar Ordinance. Portions of that Ordinance are enclosed for your review. Beyond Milwaukee and Madison, the two largest cities by population in Wisconsin, Racine (5) and Oshkosh (8) treat group homes as a permitted use. Janesville (10) treats disability group homes as a permitted use and has a distance rule-only requirement for non-disability group homes. So, five of the 10 largest cities in the state, containing approximately 25% of the state population, have progressed to treating group homes for the categories of disability enumerated above as permitted uses. We believe that Kenosha (4) should join the other five

Raymond Pollen, Esq.  
September 10, 2010  
Page 4

municipalities. Portions of the ordinances for Racine, Oshkosh and Janesville are also enclosed.

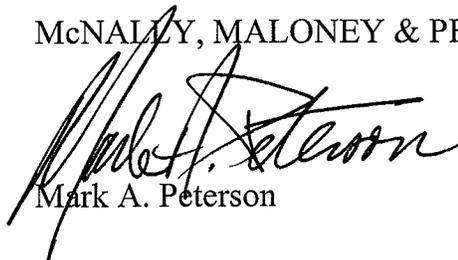
6. **Stipulation and Order for Dismissal with Prejudice.** Assuming that we can agree on all of the terms of the settlement, we would envision a settlement which would encompass a full, complete and final resolution of claims and of the litigation with prejudice, to the extent possible. The scope of this dismissal would obviously have to be dependent upon the terms of any final settlement agreement.

After you review the terms of this offer with the City of Kenosha and the other defendants, we would appreciate it if you would communicate whether the defendants are willing to continue discussing settlement or advise us whether we should move forward with this case on the merits. Since our clients have now been substantially delayed, we would appreciate a response (directed to Rock Pledl) by the close of business on Friday, September 24, 2010 concerning the City's decision to pursue settlement or continue the litigation.

Thank you for your courtesy and cooperation.

Very truly yours,

McNALLY, MALONEY & PETERSON, S.C.



Mark A. Peterson

MAP:ldd

Enclosures

cc: Crabtree Residential Living  
Rock Pledl, Esq.  
Paul Gagliardi, Esq.  
Ed Antaramian, City Attorney (w/enclosures)  
John Mulligan, Assistant City Attorney (w/enclosures)

# Milwaukee

## Zoning 295-501

### 784 SUBCHAPTER 5 RESIDENTIAL DISTRICTS

**295-501. Purposes.** The regulations of this subchapter are intended to promote, preserve and protect residential neighborhoods. These regulations allow for some non-residential uses, but not to such an extent as to detract from the overall image and character of the residential neighborhood. The development standards work together to promote desirable residential areas by addressing aesthetically pleasing environments, safety, privacy and recreational opportunities. These standards preserve the character of neighborhoods by providing 6 different zones with different densities and development standards. The site development standards allow for flexibility of development while maintaining compatibility within the city's various neighborhoods. In addition, the regulations provide certainty to property owners, developers and neighbors about the limits of what is allowed in a residentially-zoned area. These regulations are also intended to reinforce desired development patterns in existing neighborhoods while accommodating the need for future growth. The purposes of the individual residential districts are as follows:

1. **SINGLE-FAMILY RESIDENTIAL DISTRICTS.** a. **RS1-RS5 Districts.** The purpose of the RS1-RS5 districts is to promote, preserve and protect neighborhoods intended for single-family dwellings and having a character slightly more suburban than the RS6 district. These districts require larger lots, larger setbacks and a smaller lot coverage than the RS6 district. The neighborhoods found in these districts feature a regular platting pattern and a more uniform pattern of development than those of the RS6 district. These neighborhoods were platted and developed, in large part, in the mid- to late-1900s, with some areas recently developed.

b. **RS6 District.** The purpose of the RS6 single-family district is to promote, preserve and protect neighborhoods intended primarily for single-family dwellings with traditional urban character. This district allows smaller lots, smaller setbacks and a higher lot coverage than the other single-family districts. The neighborhoods found in this district were platted and developed, in large part, in the late 1800's and early 1900's. This district also allows traditional corner commercial establishments commonly found in more urban neighborhoods.

2. **TWO-FAMILY RESIDENTIAL DISTRICTS.** a. **RT1-RT2 Districts.** The purpose of the RT1-RT2 districts is to promote, preserve and protect neighborhoods intended primarily for one- and 2-family dwellings. Properties in these districts typically have larger setbacks and smaller lot coverage than those found in the RT3 or RT4 districts. Commercial uses are not allowed in these districts. The neighborhoods found in RT1 and RT2 districts feature a regular platting standard and a more uniform pattern of development than those of the RT3 district. These neighborhoods were platted and developed, in large part, in the mid- to late-1900s, with some areas recently developed.

b. **RT3 District.** The purpose of the RT3 district is to promote, preserve and protect neighborhoods intended primarily for two-family dwellings with a traditional urban character. This district, much like the RT4 district, allows smaller lots, smaller setbacks and a higher lot coverage than the RT1 and RT2 districts. Unlike the RT4 district, this district does not allow traditional corner commercial establishments. Nor does it allow the establishment of new, small multi-family buildings. The neighborhoods in this district were platted and developed, in large part, in the early 1900s and tend to be more uniform than those of the RT4 district.

c. **RT4 District.** The purpose of the RT4 district is to promote, preserve and protect neighborhoods intended primarily for 2-family dwellings while also permitting a mixture of single-family dwellings and small multi-family dwellings of 3 or 4 units. This district, much like the RT3 district, allows smaller lots, smaller setbacks and a higher lot coverage than the RT1 and RT2 districts. The neighborhoods found in this district were platted and developed, in large part, in the late 1800s and early 1900s. This district also allows traditional corner commercial establishments commonly found in urban neighborhoods.

3. **MULTI-FAMILY RESIDENTIAL DISTRICTS.** a. **RM1-RM2 Districts.** The purpose of the RM1-RM2 districts is to promote, preserve and protect neighborhoods intended primarily for low- to medium-density multi-family uses with a more suburban character. These districts require larger lots, larger setbacks and a smaller lot coverage than the RM3 district. The neighborhoods found in these districts feature a regular platting pattern and a more uniform pattern of development than those of the RM3 district. These neighborhoods were platted and developed, in large part, in the mid- to late-1900s, with some areas recently developed.

## 295-503 Zoning

b. **RM3 District.** The purpose of the RM3 district is to promote, preserve, and protect neighborhoods intended primarily for medium-density residential uses with an urban character. This district, much like the RM4-RM7 districts, allows smaller lots, smaller setbacks and higher lot coverage than the RM1-RM2 districts. However, the neighborhoods in this district were platted and developed, in large part, in the early 1900s and tend to be more uniform and of a lower density than those of the RM4-RM7 districts. This district also allows traditional corner commercial establishments commonly found in urban neighborhoods.

c. **RM4-RM7 Districts.** The purpose of the RM4-RM7 districts is to promote, preserve and protect neighborhoods intended primarily for high-density multi-family residential uses. These districts allow a wide range of lot sizes, smaller setbacks, and a high percentage of lot coverage. They also allow neighborhood-serving commercial establishments commonly found in urban neighborhoods.

4. **RESIDENTIAL AND OFFICE DISTRICTS.** a. **RO1 District.** The purpose of the RO1 district is similar to that of the RM1 district. However, this district is intended to allow both office and residential uses and to permit the conversion of residential buildings into offices. The intent is to provide for office uses and residential uses that are generally of the same character as residential areas. Properties in this district typically have larger setbacks and lower lot coverage than properties in the RO2 district. The neighborhoods found in this district feature a more uniform pattern of development than neighborhoods in the RO2 district. Neighborhoods in this district were platted and developed in large part in the mid-to late-1900s, with some areas recently developed.

b. **RO2 District.** The purpose of the RO2 district is similar to that of the RM7 district. However, this district is intended to allow both office and residential uses and to permit the conversion of residential buildings into offices. The intent is to provide for office uses and residential uses that are generally of the same character as residential areas. Properties in this district typically have smaller setbacks and greater lot coverage than properties in the RO1 district. The neighborhoods found in this district were platted and developed in large part in the late 1800s and early 1900s.

**295-503. Uses. 1. USE TABLE.** Table 295-503-1 indicates the use classifications for various land uses in the residential districts. The uses in this table are defined in s. 295-201. The following are the use classifications indicated in Table 295-503-1:

a. "Y" indicates a permitted use. This use is permitted as a matter of right subject to all performance standards.

b. "L" indicates a limited use. This use is permitted only when the use meets the standards of sub. 2. If the use cannot meet these standards, it shall be permitted only upon board approval of a special use permit pursuant to s. 295-311-2, unless otherwise prohibited by sub. 2.

c. "S" indicates a special use. This use is permitted only if the board approves a special use permit pursuant to s. 295-311-2.

d. "N" indicates a prohibited use.

Zoning 295-503-1

Table 295-503-1 RESIDENTIAL DISTRICTS USE TABLE								
Y = Permitted Use S = Special Use	L = Limited Use N = Prohibited Use	Zoning Districts						
Uses	RS1-RS5	RS6	RT1-RT3	RT4	RM1-RM2	RM3-RM7	R01	R02
<b>RESIDENTIAL USES</b>								
Single-family dwelling	Y	Y	Y	Y	Y	Y	Y	Y
Two-family dwelling	L	L	Y	Y	Y	Y	Y	Y
Multi-family dwelling	N	N	L	L	Y	Y	Y	Y
Attached single-family dwelling	N	N	L	L	Y	Y	Y	Y
Live-work unit	N	N	N	L	L	L	Y	Y
Mobile home	N	N	N	N	N	N	N	N
Watchman/service quarters	N	N	N	N	N	N	N	N
Family day care home	L	L	L	L	L	L	L	L
<b>GROUP RESIDENTIAL USES</b>								
Rooming house	N	N	N	S	S	S	S	S
Convent, rectory or monastery	Y	Y	Y	Y	Y	Y	Y	Y
Dormitory	N	N	N	S	S	S	S	S
Fraternity or sorority	N	N	N	S	S	S	S	S
Adult family home	L	L	L	L	L	L	L	L
<b>Foster Homes</b>								
Foster family home	Y	Y	Y	Y	Y	Y	Y	Y
Small foster home	L	L	L	L	L	L	L	L
Group home or group foster home	L	L	L	L	L	L	L	L
<b>Shelter Care Facilities</b>								
Family shelter care facility	Y	Y	Y	Y	Y	Y	Y	Y
Small group shelter care facility	L	L	L	L	L	L	L	L
Large group shelter care facility	N	N	N	S	S	S	S	S
Community living arrangement	L	L	L	L	L	L	L	L
Transitional living facility	N	N	N	S	S	S	S	S
<b>EDUCATIONAL USES</b>								
Day care center	L	L	L	L	L	L	L	L
School, elementary or secondary	Y	Y	Y	Y	Y	Y	Y	Y
College	N	N	N	S	S	S	Y	Y
School, specialty or personal instruction	N	L	N	L	N	L	Y	Y
<b>COMMUNITY-SERVING USES</b>								
Library	Y	Y	Y	Y	Y	Y	Y	Y
Cultural institution	N	L	N	L	L	L	L	L
Community center	N	S	N	S	S	S	S	S
Religious assembly	Y	Y	Y	Y	Y	Y	Y	Y
Cemetery or other place of interment	N	N	N	N	N	N	N	N
Public safety facility	Y	Y	Y	Y	Y	Y	Y	Y
Correctional facility	N	N	N	N	N	N	N	N

V  
  
V

Zoning 295-503-2

Table 295-503-1 RESIDENTIAL DISTRICTS USE TABLE								
Y = Permitted Use S = Special Use	L = Limited Use N = Prohibited Use	Zoning Districts						
		RS1-RS5	RS6	RT1-RT3	RT4	RM1-RM2	RM3-RM7	R01
Uses								
Sewage treatment plant	N	N	N	N	N	N	N	N
Power generation plant	N	N	N	N	N	N	N	N
Substation/distribution equipment, indoor	S	S	S	S	S	S	S	S
Substation/distribution equipment, outdoor	L	L	L	L	L	L	L	L
<b>TEMPORARY USES</b>								
Seasonal market	L	L	L	L	L	L	L	L
Temporary real estate sales office	L	L	L	L	L	L	L	L
Concrete/batch plant, temporary	L	L	L	L	L	L	L	L
Live entertainment special event	L	L	L	L	L	L	L	L

2. **LIMITED USE STANDARDS.** a. **Two-Family Dwelling.** The premises was legally established and occupied as a 2-family dwelling as of October 1, 2002. If this standard is not met, a 2-family dwelling is a prohibited use.

b. **Multi-Family Dwelling.** b-1. In an RT1 to RT3 district, the premises was legally established and occupied as a multi-family dwelling as of October 1, 2002. If this standard is not met, a multi-family dwelling is a prohibited use.

b-2. In the RT4 district, not more than 4 dwelling units shall be permitted in a single building. If this standard is not met, a multi-family dwelling is a prohibited use.

c. **Attached Single-Family Dwelling.** c-1. In an RT1 to RT3 district, not more than 2 dwelling units may be attached to each other. If this standard is not met, an attached single-family dwelling is a prohibited use.

c-2. In the RT4 district, not more than 4 single-family dwellings may be attached to one another.

d. **Live-work Unit.** d-1. The activity and work area shall be accessory to the residential use of the dwelling unit.

d-2. The occupant of the unit shall be the primary person involved in the business or activity. Not more than 2 other full-time employees may use the live-work space.

d-3. Only goods produced in the live-work unit may be sold there.

d-4. No detached garage, shed or exterior space shall be used for the live-work activity.

d-5. Signage shall be limited to one non-illuminated wall sign of not more than 2 square feet in area.

e. **Family Day Care Home.** e-1. The operator of the family day care home shall reside in the dwelling unit in which the day care home is located. If this standard is not met, the facility is classified as a day care center and subject to the limited use standards for day care centers.

e-2. For a facility licensed by the state of Wisconsin, there shall be no other family day care home in the building as of April 6, 2001.

e-3. For a facility certified by Milwaukee county, there shall be no other family day care home in the building as of May 30, 2003.

e-4. The family day care home shall not operate between the hours of 12 a.m. and 6 a.m.

e-5. Signage shall be in conformance with s. 295-506-5-d.

f. **Adult Family Home or Small Group Shelter Care Facility.** f-1. **Adult Family Home.** All residents of the adult family home, other than the operator or care provider and the operator or care provider's immediate family, shall be disabled persons, as indicated by the required state license

**295-503-2-g Zoning**

application. If this standard is not met, the use shall not be located within 2,500 feet of a community living arrangement, small foster home, group home or group foster home, or another adult family home.

f-2. Small Group Shelter Care Facility. f-2-a. All residents of the small group shelter care facility, other than the operator or care provider and the operator or care provider's immediate family, shall be disabled persons, as indicated by the required state license application. If this standard is not met, the use shall not be located within 2,500 feet of a community living arrangement, adult family home, small foster home, group home or group foster home, large group shelter care facility or another small group shelter care facility.

f-2-b. The department has received notification from the state of Wisconsin of application for licensure of the facility as a small group shelter care facility.

g. Small Foster Home. All residents of the small foster home, other than the operator or care provider and the operator or care provider's immediate family, shall be disabled persons, as indicated by the required state license application. If this standard is not met, the use shall not be located within 2,500 feet of a community living arrangement, group home or group foster home, or another small foster home.

h. Group Home, Group Foster Home or Community Living Arrangement. h-1. All residents of the facility, other than the operator or care provider and the operator or care provider's immediate family, shall be disabled persons, as indicated by the required state license application. If this standard is not met, the use shall not be located within 2,500 feet of a small foster home or another group home, group foster home or community living arrangement.

h-2. If the use is located in an RS1 to RS6 or RT1 to RT3 district, not more than 8 persons shall reside on the premises. In all other residential districts, not more than 15 persons shall reside on the premises.

h-3. The use has not been determined by the common council to be a nuisance under s. 62.23(7)(i), Wis. Stats.

h-4. The department has received notification from the state of Wisconsin of application for licensure of the facility as a group home, group foster home or community living arrangement.

h-5. Prior to initial licensure of the group home, group foster home or community living arrangement by the state of Wisconsin, the applicant for licensure has made a good faith effort to establish a community advisory committee consisting of representatives from the proposed group home, group foster home or community living arrangement, the neighborhood in which the proposed facility will be located and a local unit of government, in accordance with s. 48.68(4) or s. 50.03(4)(g), Wis. Stats., as applicable, with the local government representative being the local common council member or the council member's designee.

i. Day Care. i-1. The day care center shall be located in a building containing an elementary or secondary school, religious assembly, community center, cultural institution or library, shall meet the minimum outdoor play space requirement of s. DCF 251.06(11), Wis. Adm. Code, and shall meet the off-street parking requirement for the existing principal use. If any of these standards are not met, a day care center is a special use.

i-2. Day care centers, including family day care homes classified as day care centers because they do not meet the standard of par. e-1, shall not be permitted in residential structures in the RS1 to RS6, RT1 to RT3 and RM1 and RM2 districts. In all other residential zoning districts, a day care center in a residential structure shall be classified as a special use.

i-3. For any day care center other than an adult day care center, the facility shall not be located within 500 feet of an adult retail establishment or an adult entertainment establishment.

i-4. For any day care center other than an adult day care center, if the day care center is located in a building containing an elementary or secondary school, religious assembly, community center, cultural institution or library as a principal use, the facility shall not be located within 300 feet of a premises for which the common council has granted any of the alcohol beverage licenses identified in s. 90-4-1, 2 and 5 and such license is currently valid. This standard shall not apply to a day care center in operation on February 3, 2007.

j. Specialty or Personal Instruction School, General Office, Government Office, Bank or Other Financial Institution, General Retail Establishment, Artist Studio, Medical Office, Personal Service, Business Service, Catering Service, Funeral Home, Laundromat, Dry Cleaning Establishment, Sit-down Restaurant or Fast-food/Carry-out Restaurant.

ZONING CODE

Madison

Sec. 28.08(1)(g)

provided such planting bed shall be located in the rear yard adjacent to and contiguous with the principal residential building, which shall include plant materials, be at least six (6) inches high, no less than four (4) feet in width and shall extend the entire length of the principal residential building; (3) the landscaped area and the raised planting bed shall be protected by a continuous curb consisting of asphalt, cement, pressure treated timbers or other suitable permanent material; and (4) one canopy shade tree with a diameter size of not less than 2 1/2 inches caliper for every 2 1/2 stalls or six hundred fifty (650) square feet of paved or gravel area. Existing trees on the zoning lot of at least 2 1/2 inch caliper and at least within ten (10) feet of the parking surface may be substituted for this requirement.

(Sec. 28.08(1)(g) Am. by Ord. 12,280, 12-14-98)

- (h) Dormer Regulations. The total lineal footage of any dormer(s) on a roof plane above a second story shall not exceed fifty percent (50%) of the lineal footage of the floor immediately below the roof plane to which the dormer(s) attaches. (Cr. by Ord. 13,043, 4-9-02)
- (i) Off-Street Parking And Loading. In all residence districts, off-street parking and loading facilities shall be provided in accordance with applicable regulations herein set forth in Section 28.11. Provided, however, in the central area there shall be no specific requirements for off-street parking, and further provided that for planned residential development student housing facility there shall be no specific requirement for off-street parking.

(2) R1 Single-Family Residence District.

- (a) Statement Of Purpose. The R1 single-family residence district is established to stabilize and protect the essential characteristics of certain low density residential areas normally located in the outlying urban parts of the City, and to promote and encourage a suitable environment for family life where children are members of most families. Development in the R1 single-family residence district is limited primarily to single-family dwellings, low density multiple-family dwellings in planned residential developments, and certain community and recreational facilities to serve residents of the district.
- (b) Permitted Uses. The following uses are permitted in the R1 district provided no structure shall exceed 10,000 square feet in floor area: (Am. by Ord. 11,702, 11-13-96)
1. Single-family detached dwellings.
  2. Churches.
  3. Fire and police stations. (Am. by Ord. 12,644, 7-7-00)
  4. (R. by Ord. 10,541, 11-23-92)
  5. Libraries, municipally owned and operated.
  6. Parks and playgrounds.
  7. (R. by Ord. 11,532, 3-1-96)
  8. Accessory uses, including but not limited to the following:
    - a. Athletic fields and playfields, noncommercial, including stadiums or grandstands.
    - b. Dwelling units and lodging rooms in detached buildings for persons regularly employed on the premises and their immediate families.
    - c. Home occupations, as regulated in Sec. 28.04(25). (Am. by Ord. 13,730, 11-26-04; Am. by ORD-08-00041, 4-4-08)
    - d. Professional offices in homes.
    - e. (R. by Ord. 5831, 5-6-77)
    - f. Temporary buildings for storage of building materials and equipment and construction purposes when on the same or adjoining lot as a principal use for a period not to exceed the duration of such construction.

Sec. 28.08(2)(b)8.g.

## ZONING CODE

- g. Temporary real estate offices for purposes of conducting sale of property in the tract where such temporary office is located for a period not to exceed two (2) years from the date of start of construction or one (1) year after the initial occupancy of an improvement, whichever is lesser.
- h. (Cr. by Ord. 4887, 2-7-75; R. by Ord. 13,730, 11-26-04)
- i. (R. by Ord. 10,948, 7-30-94)
- j. Keeping of up to four (4) chickens on a lot with up to four dwelling units, provided that:
  - i. No person shall keep any rooster.
  - ii. No person shall slaughter any chickens.
  - iii. The chickens shall be provided with a covered enclosure and must be kept in the covered enclosure or a fenced enclosure at all times.
  - iv. No enclosure shall be located closer than twenty-five (25) feet to any residential structure on an adjacent lot.
  - v. The owner, operator, or tenant obtains a license under Sec. 9.52, MGO.
  - vi. The applicant for a license notifies all residents within two hundred (200) feet of the lot.
  - vii. Not more than fifty percent (50%) of the residents notified in vi. above object within fourteen (14) days of notification.
- (Cr. by Ord. 13,605, 5-21-04; Am. by ORD-08-00108, 10-7-08)
- k. Yard sales provided that:
  - i. No sale exceeds four (4) days in duration.
  - ii. Not more than one (1) sale is held in any three (3) month period.
- (Cr. by ORD-06-00153, 11-23-06)
- 9. Convents and monasteries, provided that the total site area shall be not less than one and one-half (1 1/2) acres, and further provided that the site may consist of more than one zoning lot where separated only by a public right-of-way from a hospital, school or college under the same ownership and control.
- 10. Educational, recreational, and office uses as follows, provided such uses are located in existing school buildings owned by the Madison Metropolitan School District or former school buildings owned by the Madison Metropolitan School District or the City of Madison and further provided the Director of the Economic Development Division shall first receive a written report and recommendations from the City Department of Transportation regarding the traffic and parking impact with recommendations for either resolving adverse impacts prior to occupancy or not allowing such occupancy:
  - a. Day care centers. (Am. by ORD-07-00105, 9-22-07)
  - b. Elementary and secondary schools.
  - c. Business or trade schools.
  - d. Colleges and universities.
  - e. Other public educational facilities.
  - f. Music, dance, gymnastics, physical education, body building, and physical fitness schools. (Am. by Ord. 7975, 3-25-83)
  - g. Recreational buildings and community centers, nonprofit.
  - h. Offices for State, County, City, Village, Town or other taxing municipality.
  - i. Offices for health, medical, welfare and other institutions or organizations qualifying as nonprofit under the laws of the State of Wisconsin.

(Sec. 28.08(2)(b)10. Am. by Ord. 10,313, 10-3-91; ORD-08-00025, 3-15-08)

## ZONING CODE

28.08(2)(b)11.

11. Community living arrangements for not more than eight (8) persons being served by the program provided:
- That the loss of any state license or permit by a community living arrangement be an automatic revocation of that facility's use permit.
  - That the applicant disclose in writing the capacity of the community living arrangement.
  - That no other community living arrangement is within two thousand five hundred (2,500) feet of the site of the proposed facility except that if the persons served are disabled or handicapped under the Fair Housing Amendment Act (FHAA) or the Americans with Disabilities Act (ADA) and are living in the adult family home because of their disability or handicap, the distance requirement is zero (0). (ReCr. by Ord. 12,132, 6-1-98; Am. by Ord. 13,751, 1-5-05)
  - That the total capacity of all community living arrangements in an aldermanic district has not and will not by the inclusion of a new community living arrangement exceed twenty-five (25) persons or one percent (1%) of the population, whichever is greater, of such district, except that if the persons served are disabled or handicapped under the Fair Housing Amendment Act (FHAA) or the Americans with Disabilities Act (ADA) and are living in the adult family home because of their disability or handicap, there is no district percentage (%) limitation. (Am. by Ord. 13,751, 1-5-05)
12. Each resident family may lease to a person residing within fifteen hundred (1500) feet, or to a faculty member if the stall is within one thousand (1000) feet of an elementary, middle or high school, any enclosed parking spaces or one open off-street parking space subject to the following provisions:
- That adequate usable open space is provided for any residential use located on the same zoning lot.
  - That occupants of the principal use on that zoning lot have first right of refusal.
  - That all new parking facilities comply with City standards as to design, paving and screening.
  - That a certificate of occupancy be issued by the office of the Director of the Building Inspection Division prior to commencing such use. (Am. by Ord. 8081, 7-29-83; ORD-08-00109, 10-7-08)
  - Tenants renting out a parking stall shall provide the owner and manager details of the rental arrangement.  
(Sec. 28.08(2)(b)12. Am. by Ord. 9139, 3-30-87)
13. Day care centers, located in buildings under the jurisdiction of the Madison Metropolitan School District or in churches. (Cr. by Ord. 6112, 1-26-78; Am. by ORD-07-00105, 9-22-07)
14. Family Day Care Home provided:
- That the loss of any state license or permit by a family day care home be an automatic revocation of that facility's use permit.
  - That the facility pass the inspections of the Director of the Building Inspection Division and the Fire Prevention Bureau. (Am. by Ord. 8081, 7-29-83; ORD-08-00109, 10-7-08)
15. Adult family day care home, provided that the facility pass the inspection of the Director of the Building Inspection Division and the Fire Prevention Division. (Cr. by Ord. 8081, 7-29-83; ORD-08-00109, 10-7-08)

## Sec. 28.08(2)(b)16.

## ZONING CODE

16. Temporary accessory apartments in owner-occupied single-family detached dwellings provided:
- a. That the owner must continue to live in the converted dwelling; and
  - b. That one of the owners must be 60 years of age or older, or that the Madison Health Director must certify to the Zoning Administrator that the owner's health is such that conversion is permitted in accordance with standards recommended by the Public Health commission and Senior Citizens Advisory Committee and approved by the Common Council; and
  - c. That only one temporary accessory apartment will be created within a single-family dwelling; and
  - d. That the exterior appearance of the building remains generally the same, with new entrances on the side or rear and additions shall not increase square footage by more than ten percent; and
  - e. That any use permit issued under this paragraph shall not be transferable to another holder or occupant; and
  - f. That upon termination of the specific occupancy approved by the Zoning Administrator under this paragraph all second kitchen facilities installed for this use shall be dismantled and removed from the premises within six (6) months unless extended by the Director of Planning and Community and Economic Development because of potential re-occupancy; and (Am. by Ord. 9581, 9-14-88)
  - g. That the letter of approval issued by the Zoning Administrator shall be recorded in the Register of Deeds office.

(Cr. by Ord. 8888, 6-12-86)

17. Dependency living arrangements, provided:
- a. That any use permit issued under this paragraph shall not be transferable to another holder or occupant.
  - b. That upon termination of the specific occupancy, all second kitchen facilities installed for this use shall be dismantled and removed from the premises within six (6) months unless extended by the Director of Planning and Community and Economic Development because of potential re-occupancy.
  - c. That the letter of approval issued by the Zoning Administrator be recorded in the Register of Deeds Office. (Cr. by Ord. 9581, 9-14-88)

18. Adult Family Homes, provided:
- a. That the use is no longer permitted upon the loss of any state license or permit by the adult family home.
  - b. That the applicant disclose in writing the capacity of the adult family home.
  - c. That no other licensed adult family home or community living arrangement is within twenty-five hundred (2500) feet of the site of any proposed adult family home, except that if the persons served are disabled or handicapped under the Fair Housing Amendment Act (FHAA) or the American with Disabilities Act (ADA) and are living in the adult family home because of their disability or handicap, the distance requirement is zero (0).

(Cr. by Ord. 13,751, 1-5-05)

## ARTICLE V. DISTRICT REGULATIONS\*

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(Code 1973, § 16.07.010(j))

Racine

**Sec. 114-261. Home craft shows.**

(a) A home craft show permit may be issued by the chief building inspector subject to satisfaction by the applicant of regulations established by the common council.

(b) At no time shall any aspect of a home craft show have a detrimental affect on the residential character of the neighborhood because of traffic, noise, vibration, litter, patron conduct, signage, lighting, or odors.

(c) Home craft shows are events at which homemade craft items are displayed indoors and offered for sale on the ground floor of a single, two or three family structure. Home craft shows shall be conducted on the premises where the crafts are produced and by the person who produced the crafts. However, up to 30 percent of the items offered for sale may be from off premise sources. Craft items are defined as hand made objects such as, but not limited to, wreaths, garland, holiday decorations and ornaments, yard decorations, dried flower arrangements, candles, decorative wall hangings, center pieces, toys, linen, bedding, and clothing.

(Ord. No. 20-03, pt. 1, 10-7-03)

Secs. 114-262--114-270. Reserved.

**Subdivision II. R1 Single-Family Residence District****Sec. 114-271. Purpose.**

The R1 single-family residence district is intended to provide single-family areas and protect such areas from the encroachment of incompatible uses. This district will be located generally on the periphery of the city, in neighborhoods containing large lots.

(Code 1973, § 16.07.020)

**Sec. 114-272. Permitted uses.**

The following uses are permitted in the R1 single-family residence district:

- (1) Single-family detached dwellings.
- (2) Agriculture.
- (3) Educational institutions (nonboarding), as follows:
  - a. Elementary schools.
  - b. Junior and senior high schools.
  - c. Vocational and/or trade schools, public.
- (4) Public recreation and social facilities, as follows:
  - a. Golf courses, but not golf driving ranges, pitch and putt, or miniature golf courses.

## ARTICLE V. DISTRICT REGULATIONS\*

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b. Grounds of recreational clubs, noncommercial.

c. Parks, playgrounds and community centers.

(5) Religious institutions, as follows:

a. Churches, chapels, temples and synagogues.

b. Convents, seminaries, monasteries and nunneries.

c. Rectories, personages and parish houses.

d. Religious retreats.

(6) Accessory uses and buildings pursuant to section 114-273.

(7) Community living arrangements having the capacity to serve eight or fewer persons, excluding staff or live-in family.

(8) Family day care home.

(9) Group day care center, but only when operated within an existing educational institution, recreation and social facility, or religious institution.

(Code 1973, § 16.07.020(a)(1)--(5), (7)--(9))

### Sec. 114-273. Accessory uses.

The following are permitted accessory uses and buildings when incidental to and on the same zoning lot as a principal use in the R1 single-family residence district:

(1) Agricultural buildings and structures.

(2) Athletic fields and playgrounds.

(3) Boathouses, private.

(4) Clubhouses and other structures on the grounds of publicly owned recreation and social facilities.

(5) Garages and carports.

(6) Greenhouses and conservatories, private (noncommercial).

(7) Home occupations.

(8) Roadside stands for the display and sale of agricultural products on zoning lots where the principal use is agriculture (temporary, for a period not to exceed six months in any one year).

(9) Secondary religious facilities servicing a principal religious institution.

(10) Stadiums and grandstands in athletic fields (public).

(11) Storage of building materials and equipment, and temporary buildings for construction purposes for a period not to exceed the duration of such construction, or a maximum of two years, whichever is less.

(12) Swimming pools and tennis courts, private (noncommercial).

(13) Temporary real estate tract offices-for the purpose of conducting the sale of lots of the tract upon which such tract office is located, for a period not to exceed two years.

(14) Toolhouses, sheds, and other similar buildings for the storage of domestic

City of Oshkosh

Municipal Code  
Revised 8/31/09

## ARTICLE V. RESIDENTIAL DISTRICTS

### SECTION 30-17 R-1 SINGLE FAMILY RESIDENCE DISTRICT

#### (A) Permitted Uses

- (1) Single family dwelling
- (2) Accessory structure customarily incidental to the residential principal use when located on the same lot and not occupied by nor involving the conduct of a business or home occupation.
- (3) One (1) boathouse on lots abutting navigable water which, incidental to the residential principal use when located on the same lot not occupied by nor involving the conduct of a business or home occupation.
- (4) Home occupation.
- (5) Family day care center.
- (6) Group homes licensed, operated or permitted under authority of Wisconsin Department of Health and Social Services with eight (8) or fewer persons.
- (7) Public park, including all accessory structures, parking lots, signage and any other park related structures.

#### (8) Conditional Uses:

- Adaptive reuse of an institutional, quasi-public, public, or other specific/special building to a neighborhood orientated commercial or house use.
- Art center
- Cemetery
- Church
- Commercial greenhouse and nursery
- Community center
- Day care center
- Funeral home
- Governmental structures
- Group home licensed, operated, or permitted under authority of Wisconsin Department of Health and Social Services with nine (9) or more persons.
- Hospital
- Municipal structure
- Museum
- Nursing home
- Parking lot
- Public utility structures
- Retirement community
- School, public and private (including kindergarten, elementary and high school)
- Swimming club, private (non-profit)

An application for a conditional use permit shall not be approved unless it complies with the conditions and standards set forth in Section 30-11 Conditional Use Permits.

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18.36.020

**B. District Requirements.**

**i. R1 - Single-Family and Two-Family Residence District.** The R1 district is

created to allow for low density residential areas with limited concentrations of two-family dwellings allowed by conditional use permit. The R1 district is generally mapped in outlying urban parts of the city.

**a. Permitted Uses:**

- i. Single-family dwellings;
- ii. Parks, playgrounds and open spaces;
- iii. Schools: elementary, junior high and senior high;
- iv. Church facilities but not including related convention or assembly facilities or the storage of buses or other motor vehicles on the premises;
- v. Home occupations in accord with Section 18.24.070;
- vi. Community living arrangements for eight or fewer individuals and adult family homes subject to the following provisions:

**i.** Those which provide housing and supportive services for residents with a disability or handicap, defined in Section 16.04.030(G) of the Code of General Ordinances as from time to time amended, shall not be subject to a minimum spacing requirement from another community living arrangement or adult family home;

**ii.** Those which do not provide housing and supportive services for residents with a disability or handicap, including but not limited to housing for parolees or juveniles who are not disabled, shall be located no closer than two thousand five hundred feet from another community living arrangement or adult family home.

**vii.** Raising grain or hay crops for cash sale or for use as feed provided such feed use is conducted on premises located outside the city. Such use shall be permitted only on unplatted land of five or more contiguous acres;

**viii.** Family day care homes.

**ix.** Bed and Breakfast establishments for one to four boarders.

**b. Conditional Uses.** The following may be allowed in R1 district subject to the provisions of Section 18.24.040, Conditional uses:

**i.** Public utility and public service facilities such as: electric substations, water reservoirs, fire stations, telephone transmission equipment buildings, telephone exchanges. Sewage lift stations and water pumping stations located above ground;

**ii.** Pre-schools, day care centers and nursery schools;

**iii.** Community living arrangements for nine to fifteen residents provided the following conditions are met:

**i.** Those which provide housing and supportive services for residents with a disability or handicap, defined in Section 16.04.030(G) of the Code of General Ordinances as from time to time amended, shall not be subject to a minimum spacing requirement from another community living arrangement or adult family home.

**ii.** Those which do not provide housing and supportive services for residents with a disability or handicap, including but not limited to housing for parolees or juveniles who are not disabled, shall be located no closer than two thousand five hundred feet from another community living arrangement or adult family home.

18-90

**McNALLY, MALONEY & PETERSON, S.C.**  
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\*CERTIFIED CIVIL TRIAL SPECIALIST  
NATIONAL BOARD OF TRIAL ADVOCACY  
†CERTIFIED PUBLIC ACCOUNTANT

November 23, 2010

Remzy D. Bitar, Esq.  
CRIVELLO CARLSON, S.C.  
710 North Plankinton Avenue  
Suite 500  
Milwaukee, Wisconsin 53203-2404

RE: *Crabtree Residential Living, Inc. v. City of Kenosha, et al.*  
Case No. 10-CV-691

Dear Mr. Bitar:

In response to your request for additional information about our client's claims for damages, you will be receiving under separate cover correspondence from Mr. Pledl addressing information regarding the daily rates, variable monthly expenses at Aspen House and delay damages. You will also be receiving from Mr. Pledl under separate cover information addressing Mr. Rocco's damages.

Enclosed please find a breakdown of attorneys' fees and costs from the inception of this matter through the first few days of November, 2010. The bills have been redacted to protect work product, confidentiality and attorney-client privilege, while still providing information concerning the scope and level of the work. This information is provided as part of settlement negotiation per FRE 408 and Wis. Stats. §904.08 and is not intended to waive any claims of work product, confidentiality and/or privilege.

Attorney Paul Gagliardi serves as outside general counsel for Crabtree Residential Living. A breakdown of his time from his first recorded consultation on this matter through November 2, 2010, is enclosed. Mr. Gagliardi's time is billed at his normal and customary

rate of \$250 an hour. He is an experienced lawyer, who regularly litigates cases throughout Southeast Wisconsin. He has been practicing law in this area for 31 years, and we believe his rate is well within the competitive rates charged for someone of his experience and stature.

Also enclosed is the invoice of Attorney Pledl for his services rendered since his involvement in the case and through the first few days of November, 2010. Mr. Pledl has vast expertise in fair housing, ADA and Rehabilitation Act cases and is well recognized as one of the leading attorneys in the State of Wisconsin in disability and housing-related issues. He has been practicing in the State of Wisconsin more than 30 years and has litigated these cases in the state and federal courts within Wisconsin, and in the U.S. Seventh Circuit.

My invoice is also enclosed for the time period I have been involved in the case through the first few days of November 2010. I have been practicing law in Wisconsin since 1975 and have, along with Mr. Pledl, handled a number of cases of this kind in state and federal courts and in the Seventh Circuit. Gail Prindiville, a litigation paralegal in my firm, with 32 years experience, has also worked on this case, assisting the attorneys, under my direction.

With regard to rates, Mr. Pledl and I are at \$300 an hour and Mr. Gagliardi's rate is \$250 an hour. However, if this matter does not resolve and we continue to litigate, we will seek an award of fees based on fee shifting allowed by statute as to certain of the claims pled. We will seek reimbursement at a higher hourly rate, based on rates we are paid in other types of litigation, on amounts we have received in the past in complex litigation of this kind, on the risk assumed and result obtained.

Through the first few days of November, the fees and costs break down as follows:

<u>Firm</u>	<u>Attorney/Paralegal</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Gagliardi Law, LLP	Gagliardi	8.3	\$250	\$ 2,282.50
Pledl & Cohn, S.C.	Pledl	47.5	\$300	\$14,250.00
McNally, Maloney & Peterson	Peterson	33.1	\$300	\$ 9,930.00
	Prindiville	<u>10.9</u>	\$150	<u>\$ 1,635.00</u>
TOTALS:		99.8		<b>\$28,097.50</b>

With regard to expenses to date, the bill for McNally, Maloney & Peterson, S.C., shows the expenses incurred by our clients in the litigation thus far for filing, service and courier fees to the Courthouse, as well as for an initial report concerning Mr. Rocco's claim. To date those expenses are **\$2,164.45**.

Remzy D. Bitar, Esq.  
November 23, 2010  
Page 3

To date, we have not heard further from the City or you about adoption of an ordinance to address the issues raised by this case. We view this as an integral part of settlement discussions. If this is an area beyond the scope of your representation of the City, please advise to whom we should be directing our discussion in that regard (presumably someone in the City Attorney's office) and/or whether the Magistrate Judge can assist concerning that matter.

Should you require any additional information, please feel free to contact me.

Thank you for your cooperation.

Very truly yours,

McNALLY, MALONEY & PETERSON, S.C.



Mark A. Peterson

MAP:ldd

Enclosures

cc: Robert T. Pledl, Esq.  
Paul Gagliardi, Esq.

RECEIVED NOV 29 2010

# PLEDL & COHN, S.C.

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ATTORNEY ROBERT THEINE PLEDL • ATTORNEY MICHAEL J. COHN

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1110 North Old World Third Street • Suite 215 • Milwaukee, Wisconsin 53203

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TEL 414-225-8999 • FAX 414-224-0811

November 22, 2010

Atty. Remzy D. Bitar  
Crivello Carlson S.C.  
710 N. Plankinton Ave. – Suite 500  
Milwaukee, WI 53203

Re: Crabtree Residential Living, Inc. v. City of Kenosha, Case No. 10-CV-691.

Dear Mr. Bitar:

You have requested additional information regarding the Plaintiffs' claims for damages. I had hoped to get this to you earlier but we were waiting for a report that addresses Scott Rocco's damages. The first section below discusses his individual claims. The remaining sections deal with the damage claims of Crabtree Residential Living, Inc.

## Scott Rocco – Claim for Emotional Distress and Diminished Quality of Life

The essence of a resident's claim for damages in a group home zoning case is that the person is somewhere else because the new home is unavailable. There are two principal types of damage.

One component of damages is simply being denied a particular dwelling of one's choice. This type of damage does not depend on whether the new dwelling is better than the old. The damages arise from simply being denied a choice that is available to non-disabled citizens. For example, emotional distress damages are awarded to fair housing testers to compensate them for the indignity even though they have no intention of actually living in the dwelling that is the subject of the test. *U.S. v. Balistrieri*, 981 F.2d 916, 932-933 (7<sup>th</sup> Cir. 1992). Mr. Rocco's housing choice has been made on his behalf by his mother, but he is fully aware that his move is being delayed and he is upset about it. That is all that is necessary to prove emotional distress.

The second type of damage involves a qualitative comparison between where the person is waiting and the group home they are waiting for. A group home for people with developmental disabilities is not just a place to live. Living with other residents of similar age and abilities is one important feature. Mr. Rocco already knows some of the current residents from past activities and is looking forward to living with them. Every group home provides a series of in-home and out-of-home activities. These things are meant to be enjoyable, but they are also intended to be educational. Participating in meal preparation teaches a number of things ranging

from group cooperation to the actual cooking skills. Going to sports events and picnics is obviously recreational, but any community outing also teaches social skills and community safety skills like crossing streets. Activities of this kind are the best way for most people with developmental disabilities to acquire these skills. This means that living somewhere without recreational and learning activities is worse than living in a place that does have these activities. The damages are a result of both the diminished quality of life and the lost opportunities for personal development.

Federal courts do not require expert testimony on emotional distress and diminished quality of life. *Balistreri*, supra. However, we did present an expert in the *O.R.P. v. Milwaukee* case. Dr. Richard Brigham holds dual credentials as a licensed clinical psychologist and a school psychologist. He met with and evaluated the two Plaintiffs, gathered background information from relatives and caregivers, reviewed medical records and also observed the individuals in both the old and new settings. Dr. Brigham prepared an expert report and testified at the court trial on damages. Judge Stadtmueller ultimately awarded each of the individual plaintiffs the sum of \$12,500. A copy of the Order for Judgment from the *O.R.P.* case in 2000 is attached.

We also retained Dr. Brigham to be a damage expert in this case. He met with Scott Rocco and his family in their home on September 4, 2010. He toured Aspen Home and gathered basic information from staff there. He did not do anything further at that time because of our efforts to pursue a settlement. When we received your request for additional information, I contacted Dr. Brigham and asked him to summarize his opinions about the impact of the ongoing delay on Mr. Rocco. His letter dated November 22, 2010 is attached. We did not ask Dr. Brigham to conduct a full evaluation and document review in order to reduce costs, but the picture is pretty clear from just his preliminary report. Scott Rocco is missing opportunities for growth, enrichment and fun from every single day of delay. He has clearly been damaged.

The \$12,500 per individual damage award in the *O.R.P.* case was 10 years ago and would certainly be higher now. There are 20 year old cases cited in *Balistreri* where significant non-economic damages were awarded in situations that had much less impact on the plaintiffs without any professional substantiation. If Dr. Brigham was to perform a full evaluation, it is likely that he would demonstrate the full impact on Mr. Rocco and that would justify a significant award of damages. The Defendants would also have to pay for Dr. Brigham's additional services. The evidence you already have supports a significant amount for Scott Rocco's non-economic damages as part of the settlement.

#### Crabtree - Daily Rate at Aspen Home

You have asked for supporting information regarding the claim that Crabtree Residential Living, Inc. suffered lost income of \$145.56 per day for each of the two potential residents.

Adult Family Homes and Community-Based Residential Facilities like those operated by Crabtree Residential Living are funded through various programs throughout the State depending on the specific county of residence. Kenosha County is part of the Family Care system. The Wisconsin Department of Health Services operates Family Care and its website describes the overall system [www.dhs.wisconsin.gov/LTCare/](http://www.dhs.wisconsin.gov/LTCare/). Family Care counties have one or more

managed care organizations that receive a capitated monthly payment from the State for each member and then sub-contract to provide the actual services. Family Care pays for residential services, day programs and work program. Most individuals in AFHs and CBRFs go to programs every weekday morning and return home at the end of the day. The day program or work program agency is paid for the hours that the residents are away from home. The residential provider is paid for the hours that they are actually present in the home.

All of the residents in Crabtree's homes are Family Care members. The managed care organization for both Kenosha County and Racine County is Community Care, Inc. The CCI website is [www.communitycareinc.org](http://www.communitycareinc.org). If you choose either Kenosha County or Racine County from the menu and then click on the list of providers, you will see that Crabtree Residential Living is a network provider. Crabtree operates all ten of its homes under a Family Care contract with Community Care. A copy of the current amended compensation schedule from that contract is attached. Aspen Home is #5 on the schedule. The names and addresses of the other nine have been redacted because the specific rate associated with each location is proprietary information. You will be able to compare rates in the different Crabtree homes without the addresses. Home #10 has a special add-on rate for one individual who receives extra supervision and day programming at the facility rather than going to another location during the week like the other residents. That resident's name appears on the compensation schedule and it has been redacted.

You will note that each home has a "Care and Supervision" daily rate and a "Room and Board" daily rate. These two must be combined to produce the total daily rate which is the actual amount that the AFH/CBRF operator receives for each permanent resident who is actually living in the home on a given day. There is also a "Bedhold" rate that is used when the resident is away at the hospital or somewhere else and is expected to return, and a "Respite" rate that applies to an individual who lives elsewhere and is temporarily placed in the home. Neither of those rates is involved in the Crabtree damage computation.

The Room and Board rate of \$24.66 is the same at every home, but the Care and Supervision rate is tailored to the service needs of the actual residents in each home. The rate will be higher if an AFH/CBRF has residents with significant medical needs, special dietary requirements and/or unusually difficult behaviors. Group homes that serve less challenging residents will have a lower daily rate. The Community Care contract rate in a given AFH or CBRF will be very close to the Community Care contract rate in similar homes operated by different residential providers throughout Southeastern Wisconsin that have residents with the same service needs. Community Care would not and does not pay for unnecessary services. It would refuse to contract with a provider who insisted on an unreasonably high rate and would switch to a competitor instead. The managed care contracting process itself establishes the reasonableness of the daily rates.

You will note that the Aspen Home Care and Treatment rate of \$120.90 is lower than any of the other Crabtree homes. The total daily rate of **\$145.56** is clearly customary and reasonable.

#### Crabtree - Variable Monthly Expenses at Aspen Home

You have asked for additional information on variable costs. Most of the monthly expenses at Aspen Home are fixed costs. For example, the staffing level will not change with two additional

residents and personnel costs are by far the largest budget item. Maintenance, insurance, cable TV and virtually every other cost category will remain the same. The only variable expenses are food, utilities, auto fuel and water. Here is the breakdown of the estimated extra costs:

<u>Budget Item</u>	<u>One Resident</u>	<u>Two Residents</u>
Food	\$150.00	\$300.00
Utilities (gas/electric)	\$57.50	\$115.00
Auto fuel	\$30.00	\$60.00
Water	\$20.00	\$40.00

**Total monthly increase in variable expenses - - - - - \$515.00**

You have asked for copies of internal accounting documents showing monthly expenses for Aspen residents. However, Crabtree does not handle monthly expenses for each home separately and company-wide totals in certain categories may not accurately reflect expenses at Aspen Home. There are some expense items that can be separated based on the supplier's monthly billing. I have enclosed copies of billing statements from Time Warner, WE Energies and Kenosha Water Utility. I hope they are sufficient.

We have been extremely conservative in projecting the additional variable expenses. The two new residents will frequently be riding along with the current residents to the same destination and every room in the house is already being heated for the current residents. Food, water and gas to heat hot water are the only expense items that will really increase proportionally with two additional residents. The total monthly amount of \$515.00 is reasonable.

Crabtree - Length of Delay in Admitting Two Additional Residents

You have asked for additional information regarding the length of the delay caused by the City's action as compared to the time required to complete the building modifications and the CBRF licensing process. This process was necessary because a group home of up to 4 beds has an AFH license but any home of 5 or more beds is licensed as a CBRF. Here is a chronology of the steps taken to admit the additional residents:

- 01/06/2010 Crabtree requested approval for two additional beds.
- 09/20/2010 Kenosha Common Council approved two additional beds.
- 09/27/2010 Crabtree received notice of Council decision.
- 09/29/2010 Applied for building permit.
- 10/04/2010 Started interior work.
- 10/19/2010 Post-hole inspection and approval – begin deck construction.
- 11/03/2010 Deck final inspection and approval – deck completed.
- 11/09/2010 Construction completed.
- 11/29/2010 Projected date for CBRF license approval.
- 12/15/2010 Projected date for contract amendment with Community Care MCO.

Scott Rocco is expected to move into Aspen Home in mid-December. There will be brief delay in admitting the other individual. Families and guardians of potential residents typically do not want to move during the holiday season and so admissions slow down in December for most group home companies. The second person has not been identified yet and will probably be admitted to Aspen Home in mid- to late-January of 2011.

The Crabtrees made the decision to expand Aspen Home late in 2009. They could have simply gone to City Hall on January 6, 2010 and walked out with all of the necessary approvals and permits if the City did not have the objectionable group home distance and density limitations. Adding 2 ½ months for the construction, licensing and contracting process, Aspen Home could have admitted new residents in the middle of March, 2010.

The computation of delay damages in Mark Peterson's September 10 letter begins on March 1 and runs until November 30. Both of those dates should be moved forward one-half month based on the actual construction, licensing and contracting timeline. Delay damages based on the two-person rate should be computed using one-half of March, one-half of December and all of the intervening months. The total damages resulting from the delay in admitting two individuals caused by the City of Kenosha's actions is 9 months multiplied by the monthly amount of \$8,306.22 for two individuals.

The additional delay in admitting the second individual is also the result of Kenosha's actions since the opening date was shifted forward into the 2010 holiday season. These additional damages for the second half of December and the first half of January result in a total delay of 1 month for one individual at the monthly rate of \$4,153.11.

I hope that this resolves your inquiry regarding the damages incurred by Scott Rocco and Crabtree Residential Living. Feel free to contact Mark Peterson or me if you have any further questions.

Thank you for your attention to this matter.

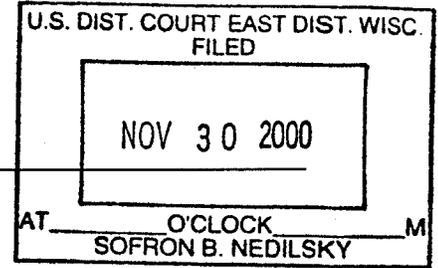
Very truly yours,



Robert (Rock) Theine Pledl

c: Atty. Mark Peterson  
Atty. Paul Gagliardi  
Crabtree Residential Living, Inc.

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WISCONSIN



OCONOMOWOC RESIDENTIAL PROGRAMS, INC.,  
a domestic corporation,

Plaintiff,  
and

WISCONSIN COALITION FOR ADVOCACY, INC.,  
a domestic non-profit corporation,  
JANET K., by her legal guardians,  
GERALDINE K. and CLARENCE K., and  
VALERIE D., by her legal guardian,  
THERESA H.,

Case No. 97-C-0251

Plaintiff Intervenors,

vs.

CITY OF MILWAUKEE,  
a municipal corporation,

Defendant.

ORDER FOR JUDGMENT

This matter having come on for trial before the Court, the Honorable Joseph P. Stadtmueller, presiding, on the issue of plaintiffs' damages, commencing on November 20, 2000, and concluding on November 23, 2000; the plaintiff, Oconomowoc Residential Programs, Inc., appearing by the law firm of McNally, Maloney & Peterson, S.C., by Mark A. Peterson, the plaintiffs, Janet Kleser and Valerie Dlugi, appearing by the law firm of Schott, Bublitz & Engel, S.C., by Robert T. Pledl, and the defendant, City of Milwaukee, appearing by Jan A. Smokowicz of the Milwaukee City Attorney's Office; and the Court orally having ordered judgment in favor of the plaintiffs, together with interest at the legal rate, attorneys' fees, plus costs and disbursements of

the Court having ordered the attorneys for the plaintiffs to prepare a formal order in accordance with the Court's determinations.

NOW, THEREFORE, upon the Court's decision rendered in this matter on November 23, 2000, and the pleadings and proceedings had in this matter,

IT IS HEREBY ORDERED that:

1. The City of Milwaukee's refusal to grant a variance to Oconomowoc Residential Programs, Inc., to operate a community-based residential facility at 2850 North Menomonee River Parkway failed to reasonably accommodate the plaintiffs as required under the Fair Housing Act of 1968, as amended, 42 U.S.C. §2601 *et seq.* ("FHAA") and the Americans with Disabilities Act of 1990, 42 U.S.C. §12101 *et seq.* ("ADA"), as more particularly set forth in this Court's Order granting plaintiffs' motion for partial summary judgment and denying defendant's motion for partial summary judgment dated March 16, 1999, which adopts, in full, the magistrate's recommendation dated January 27, 1999, and this Court's Order denying the defendant's motion for reconsideration dated March 1, 2000, which adopts, in full, the magistrate's recommendation dated June 4, 1999.

2. As a result of the City of Milwaukee's violation of the FHAA and ADA, judgment in favor of the plaintiff, Oconomowoc Residential Programs, Inc., against the defendant, City of Milwaukee, is hereby granted as follows:

A. For being unable to fully occupy and utilize the home from July 1, 1997, through August 1999, the sum of One Hundred Eighty Thousand One Hundred Twelve Dollars (\$180,112.00); and

B. For interest paid on its line of credit to fund the losses due to inability to occupy and fully utilize the home, the sum of Twenty-seven Thousand Seven Hundred Twenty-nine Dollars (\$27,729),

in total the sum of Two Hundred Seven Thousand Eight Hundred Forty-one Dollars (\$207,841.00).

3. There being no evidence either that day programming would be made available to residents of the home at 2850 North Menomonee River Parkway, or that Janet Kleser or Valerie Dlugi expected to receive programming from Paragon Industries, Inc., plaintiff, Oconomowoc Residential Programs, Inc., has not established that it sustained damages proximately caused by the City of Milwaukee for being unable to utilize the Paragon workshop until April 1999, and judgment is, therefore, denied.

4. As a result of the City of Milwaukee's violation of the FHAA and ADA, judgment in favor of the plaintiff, Janet Kleser, and against the defendant, City of Milwaukee, is granted for damages for emotional distress suffered prior to November 26, 1997, in the sum of Twelve Thousand Five Hundred Dollars (\$12,500.00), with said sum to be deposited, in trust, with the law firm of Schott, Bublitz & Engel, S.C., pending the establishment of a trust pursuant to 42 U.S.C. §1396p(d)(4)(A).

5. There being no evidence that plaintiff, Janet Kleser's, emotional distress continued after November 26, 1997, plaintiff, Janet Kleser is denied any damages therefor.

6. As a result of the City of Milwaukee's violation of the FHAA and ADA, judgment in favor of the plaintiff, Valerie Dlugi, and against the defendant, City of Milwaukee, is granted for damages for emotional distress suffered prior to November 26, 1997, in the sum of Twelve Thousand Five Hundred Dollars (\$12,500.00), with said sum to be deposited, in trust, with the law firm of Schott, Bublitz & Engel, S.C., pending the establishment of a trust pursuant to 42 U.S.C. §1396p(d)(4)(A).

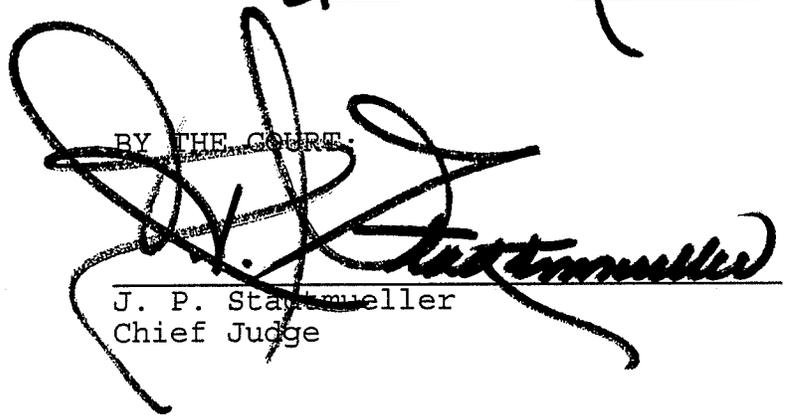
7. There being no evidence that plaintiff, Valerie Dlugi's, emotional distress continued after November 26, 1997, plaintiff, Valerie Dlugi, is denied any damages therefor.

8. Plaintiffs, Janet Kleser and Valerie Dlugi, are not awarded damages from the City of Milwaukee for unjustified institutionalization.

9. Plaintiffs are also entitled to recover from the defendant, City of Milwaukee, their reasonable attorneys' fees, and their statutory costs and disbursements in amounts to be determined by the Court.

Dated Milwaukee, Wisconsin, this 20th day of November  
2000.

BY THE COURT:

A large, stylized handwritten signature in black ink, which appears to read "J. P. Stammeller". The signature is written over the printed name and title below it.

J. P. Stammeller  
Chief Judge

**RICHARD E. BRIGHAM, Psy.D.**

**Clinical Psychologist**

**Suite 122**

**11035 West Forest Home Avenue**

**Hales Corners, Wisconsin 53130**

**Telephone (414) 425-4447**

November 22, 2010

Robert Theine Pledl  
PLEDL & COHN, S.C.  
1110 North Old World Third Street, Suite 215  
Milwaukee, Wisconsin 53203-1118

RE: ROCCO, Scott  
DOB: January 29, 1964  
Case No.: 10-CV-691

Dear Mr. Pledl:

You asked me to conduct an evaluation of Scott Rocco who is a plaintiff in Crabtree Residential Living v. Kenosha, Case No. 10-CV-691.

On September 4, 2010 I visited Scott Rocco in his parent's home in Kenosha and met with him and his mother, Karen. During that interview I briefly met his step-father, Tony. Subsequently, I visited Aspen House, his proposed Crabtree Residential Living Group Home site. During that visit, I spoke briefly with Mr. Rick Bonds, a staff responsible for supervision during the day shift.

My observations on that day were conducted in order to develop a preliminary impression of Mr. Rocco's current home placement in contrast with the opportunity presented by placement in the Aspen House Group Home. At this point in time, I have developed a preliminary impression about Scott's needs. This judgment may change with the opportunity to review records, conduct additional observations and interviews of this individual and others knowledgeable about his history and current functioning.

**Mr. Pledl, you asked whether Mr. Rocco would benefit from placement in a group home, even though his parents have been willing to provide for in his care in their own home.**

While there is no question about the high level of supervision of Scott Rocco by his mother and step-father, there is a high probability that he has been denied the opportunity to develop and utilize skills necessary for independent living in the least restrictive environment. By his mother's report, Scott has been less involved with organized recreational activities that might have provided him with appropriate stimulation and structure. On the day of observation in his

home, it was clear that he had almost no supports for meeting normative expectations for self-care, leisure activity or adult level functioning. For example, when conducting an interview regarding his work schedule as well as responsibilities in the home, his mother frequently interrupted Scott and answered the questions for him.

While you did not request a comparison of the physical environments in both settings, there was great contrast. His parents' home, on that Saturday morning, was dark and filled with the smoke from his parent's cigarettes, while the group home was characterized by bright and large spaces, and of course, no smoking. Indeed, unlike Scott, the residents of the group home were preparing to go to a local car show, followed by a picnic lunch.

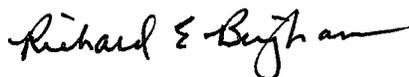
**Mr. Pledl, you asked whether I have an opinion regarding the impact of a delay in providing an out of home placement for Mr. Rocco.**

The impact of continued residence of a developmentally disabled adult in a home such as the provided by Scott's parents is not trivial. It is difficult to estimate what difficulties or resistance to transitioning from his present residence to the proposed group home will be presented by Scott. He would seem to be an ideal candidate for such a placement because he likes people and seems to be responsive to routines. However, his continued residence in this home may have deprived him of opportunities to participate in community-based activities such as were planned for residents of Aspen House on the day of my observation.

**Mr. Pledl, you asked what other steps in an evaluation that I would need to complete in order to render a full opinion.**

As in my previous evaluation completed in preparation for Oconomowoc Residential Programs v City of Milwaukee, Case No. 97-C-0251, United States District Court, Eastern District of Wisconsin, I would like to extensively interview Scott, current staff involved in supervision of his employment, review of staff logs at the same facility, review of records of care, including physician, nursing, pharmacy, staff and social work progress notes and review of any available affidavits relevant to the present action. I also anticipate desiring the opportunity to interview representatives of Scott's family, including his mother and at least one sibling. Furthermore, if available, I would like to review any care planning documents that might have been developed by Kenosha County Department of Developmental Disabilities. Finally, should Scott begin residence at the proposed Crabtree Group Home, I would like the opportunity to observe him in that setting, review logs and interview staff.

Sincerely,



Richard E. Brigham, Psy.D.  
Licensed Psychologist (Wisconsin, 1455-057, License Expires 9/30/2011)  
Listed in the National Register of Health Care Providers in Psychology (#42516)

**AMENDMENT**

**TO THE SERVICE CONTRACT BETWEEN  
COMMUNITY CARE, INC.  
AND  
CRABTREE RESIDENTIAL LIVING, INC.**

This Amendment (the "Amendment") to the Service Contract is made effective as of the 1st day of **SEPTEMBER, 2009**, by and between Community Care, Inc. ("CC") and **CRABTREE RESIDENTIAL LIVING, INC.** ("Provider").

**WHEREAS**, CC and Provider have entered into a written Contract, effective **FEBRUARY 1, 2007**, which makes available services of the Provider to Participants of CC, as defined in the Contract;

**WHEREAS**, the parties desire to amend the Contract in certain respects as provided for in Section 6.7 entitled "Amendment" of the Contract;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants hereinafter set forth, CC and Provider hereby agree as follows:

(1). Appendix B (Compensation Schedule) is hereby amended to replace the existing compensation schedule with the following:

Facility Name/Address	Description	Procedure Code	Modifier	Unit	Unit Rate
# 1	4 Bed AFH Care and Supervision	0241		Day	\$130.11
	4 Bed AFH Room and Board	0130		Day	\$24.66
	Bedhold <sup>1</sup>	0180		Day	\$128.75
	Respite <sup>2</sup>	S9125		Day	\$154.77
# 2	5 Bed CBRF Care and Supervision	0242		Day	\$130.11
	5 Bed CBRF Room and Board	0150		Day	\$24.66
	Bedhold <sup>1</sup>	0189		Day	\$128.75
	Respite <sup>2</sup>	S9125		Day	\$154.77
# 3	4 Bed AFH Care and Supervision	0241		Day	\$130.11
	4 Bed AFH Room and Board	0130		Day	\$24.66
	Bedhold <sup>1</sup>	0180		Day	\$128.75
	Respite <sup>2</sup>	S9125		Day	\$154.77
# 4	6 Bed CBRF Care and Supervision	0242		Day	\$130.11
	6 Bed CBRF Room and Board	0150		Day	\$24.66
	Bedhold <sup>1</sup>	0189		Day	\$128.75
	Respite <sup>2</sup>	S9125		Day	\$154.77
# 5 Aspen Home 6225 91st Avenue Kenosha, WI 53142 Phone: (262) 764-9712 Fax: (262) 653-9924	4 Bed AFH Care and Supervision	0241		Day	\$120.90
	4 Bed AFH Room and Board	0130		Day	\$24.66
	Bedhold <sup>1</sup>	0180		Day	\$121.38
	Respite <sup>2</sup>	S9125		Day	\$145.56

Facility Name/Address	Description	Procedure Code	Modifier	Unit	Unit Rate
#6	4 Bed AFH Care and Supervision	0241		Day	\$137.81
	4 Bed AFH Room and Board	0130		Day	\$24.66
	Bedhold <sup>1</sup>	0180		Day	\$134.91
	Respite <sup>2</sup>	S9125		Day	\$162.47
#7	6 Bed CBRF Care and Supervision	0242		Day	\$130.11
	6 Bed CBRF Room and Board	0150		Day	\$24.66
	Bedhold <sup>1</sup>	0189		Day	\$128.75
	Respite <sup>2</sup>	S9125		Day	\$154.77
#8	4 Bed AFH Care and Supervision	0241		Day	\$180.00
	4 Bed AFH Room and Board	0130		Day	\$24.66
	Bedhold <sup>1</sup>	0180		Day	\$168.66
	Respite <sup>2</sup>	S9125		Day	\$204.66
#9	4 Bed AFH Care and Supervision	0241		Day	\$180.00
	4 Bed AFH Room and Board	0130		Day	\$24.66
	Bedhold <sup>1</sup>	0180		Day	\$168.66
	Respite <sup>2</sup>	S9125		Day	\$204.66
	Prevocational Services	T2014		Day	\$75.00
	Prevocational Services	T2015		Hour	\$12.50
#10	4 Bed AFH Care and Supervision	0241		Day	\$216.16
	4 Bed AFH Room and Board	0130		Day	\$24.66
	Bedhold <sup>1</sup>	0180		Day	\$197.59
	Respite <sup>2</sup>	S9125		Day	\$240.82
	Member: [REDACTED]				
	1:1 Additional Care & Supervision	0241	C1	Day	\$77.00
	Day Services	T2020		Day	\$66.00

**Note: the above rates are inclusive of DLS, SHC, Transportation, etc.**

<sup>1</sup> Days when residents are temporarily absent for medical reasons and are not receiving covered services (bed hold) will be paid at the following per diem rate up to 21 consecutive days as authorized:

- 100% of the Room and Board per diem
- 80% of the Services per diem
- Bed hold days may be added or withdrawn with the approval of Community Care
- Bed hold will begin on the day the member leaves the facility and ends on the day prior to the member's return to the facility

<sup>2</sup> Respite Care is defined as less than 28 days. The per diem will apply to the date of admission and all full days of residence, but not to the day of discharge.

- 100% of the Room and Board per diem
- 100% of the Services per diem

In the event of any inconsistency between the Contract and the terms of this Amendment, the terms of this Amendment shall control.

Except as herein specifically amended, the Contract remains in full force and effect and is ratified and affirmed in each and every particular.

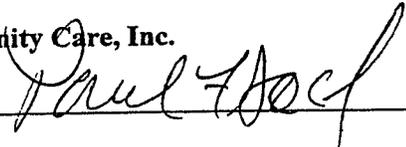
**IN WITNESS WHEREOF**, CC and Provider have caused this Amendment to be duly executed on their behalf pursuant to due authorization, with an effective date as of the day and year first written above.

**Crabtree Residential Living, Inc.**

**Community Care, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature



\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Paul F. Soczynski

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
President

\_\_\_\_\_  
Chief Operations Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
10-8-09



004-073678701-001 10/15/10 - 11/14/10 NOW \$208.78

NAME  
JEFFREY CRABTREE

STATEMENT DATE: 10/12/2010  
CUSTOMER CODE: 9664  
See Page 2 for details.

SERVICE ADDRESS  
8225 91ST AVE  
KENOSHA WI 53142-8248 25

PREVIOUS BALANCE	\$172.39
PAYMENTS RECEIVED - THANK YOU	CREDIT (\$52.39)
PRIOR MONTH ADJUSTMENTS	CREDIT (\$33.29)

REMAINING BALANCE DUE ~~\$66.74~~

CURRENT MONTHLY SERVICES	\$110.39
SERVICE PROVIDER'S SURCHARGES	\$ .19
FEES & TAXES	\$11.49

TOTAL AMOUNT DUE \$208.78

Our records indicate that your account is past due. In order to continue to provide you with the industry's best entertainment and services without disruption and additional fees, a payment for the past due amount is required. Failure to pay within 15 days of the date of this notice may result in the disconnection of your service. If you have made this payment already, thank you and please disregard this message. For further assistance, we can be reached at 1-800-627-2288.

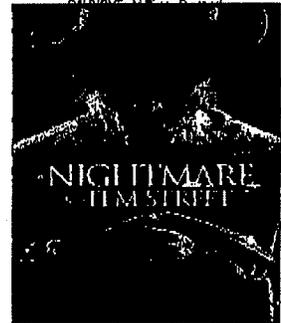
An administrative collection charge of \$7.00 will be assessed if full payment is not received prior to the due date. If your account becomes past due, your services (cable, high speed data and phone, including EB 11 access) are subject to interruption or disconnection and your account assessed an additional delinquent processing fee or reconnection charge.

See Page 2 for Account Details.

# LOOK HERE



October 5<sup>th</sup> Premiere  
Spice  
© 2010 SPICE (C) Warner Bros. Entertainment Inc.



October 5<sup>th</sup> Premiere  
A Nightmare on Elm Street  
© 2010 Warner Bros. Entertainment Inc.  
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## How to Reach Us

For online billing, products, services, payment center locations and questions please visit our website:

[www.timewarcable.com/Wisconsin](http://www.timewarcable.com/Wisconsin)

For 24 Hour Customer Service, please call:  
1-800-627-2288

CABLE



HIGH-SPEED ONLINE



DIGITAL PHONE

**CRABTREE RESIDENTIAL LIVING**  
**PO BOX 580393**  
**PLEASANT PRAIRI WI 53158**

Call 8-5-00 Monday-Friday  
 Customer Service: 800-714-7777, ext. 7700

DATE DUE	AMOUNT DUE
10/23/2010	\$1,923.04

Group Bill #: 4871-459-102

**Group Bill Summary**

Previous Balance 09/08/10	\$2,369.40
Payment Received As Of 09/24/10	\$2,369.40 CR
Balance As Of 10/07/10	\$0.00
Electric Service	\$1,454.64
Gas Service	\$371.78
Sales Tax	\$96.62
<b>Total Amount Due</b>	<b>\$1,923.04</b>

**Detail Account Summary**

Account #	Name	Service ID	Billed	Balance
<b>CRABTREE RES LIVING</b>				
5856-433-107	CRABTREE RESIDENTIAL LIVING	SYCAMORE HOME	Yes	\$224.06
3807-585-638	CRABTREE RESIDENTIAL LIVING	HICKORY HOME	Yes	\$158.39
7473-926-787	CRABTREE RESIDENTIAL LIVING	HAWTHORNE HOME	Yes	\$220.22
8604-508-734	CRABTREE RESIDENTIAL LIVING	ASPEN HOME	Yes	\$166.80
2041-992-889	CRABTREE RESIDENTIAL LIVING	CEDAR HOME	Yes	\$196.42
0644-880-259	CRABTREE RESIDENTIAL LIVING	BIRCH HOME	Yes	\$217.28
8056-300-754	CRABTREE RESIDENTIAL LIVING	ALDER HOME	Yes	\$188.53
1888-221-851	CRABTREE RESIDENTIAL LIVING	LINDEN HOME	Yes	\$175.07
2856-955-089	CRABTREE, MACK W	MAPLE HOME	Yes	\$376.27
				<b>\$1,923.04</b>

Please detach bottom portion and return with your payment made payable to We Energies. Please mail payment 7 days prior to due date.



NOSHA WATER UTILITY CUSTOMER		ACCOUNT NUMBER / SERVICE FOR		PRE-SORTED STREET MAIL FIRST CLASS PERM NOV 15 2010
1 GREEN BAY ROAD NOSHA WI 53124		0624 0921 007 02495TH AV		
RETURN SERVICE REQUESTED		PRESENT AMOUNT		NET AMOUNT DUE
		WATER		\$205.55
		SEWER		DUE DATE
		STORM WATER		09/20/10
		PREVIOUS AMOUNTS		
BILLING PERIOD		PREVIOUS BALANCE		
FROM TO		PREVIOUS BALANCE		
/24/10 07/21/10		1334 1099		
TR. SZ 3/4		NO. OF TR. USED 65		
		MINUS CREDIT		
		MINUS CREDIT		

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†CERTIFIED PUBLIC ACCOUNTANT

Writer's E-mail: [mpeterson@mmplaw.com](mailto:mpeterson@mmplaw.com)

January 24, 2011

**via U.S. MAIL and E-MAIL**

Remzy D. Bitar, Esq.  
CRIVELLO CARLSON, S.C.  
710 North Plankinton Avenue  
Suite 500  
Milwaukee, Wisconsin 53203-2404

RE: *Crabtree Residential Living, Inc. v. City of Kenosha, et al.*  
Case No. 10-CV-691

Dear Mr. Bitar:

This will acknowledge receipt of your January 20, 2011 letter.

Please be advised that the City's offer, received seven weeks after plaintiffs' settlement proposal was provided per the City's request, is rejected.

Judging from the dismissive tone of the letter, which fails to recognize the blatant and wilful disregard of plaintiffs' rights by the City and the aldermen-defendants, and from the amount of the offer, which is less than one-fourteenth of the damages caused by defendants' wrongful acts, the assertion that "the City believes that a negotiated resolution of this case, rather than further litigation, is the appropriate course," appears lacking in both good faith and in an appreciation by the defendants of the gravity of their actions. Accordingly, further direct party negotiations are unlikely to be productive.

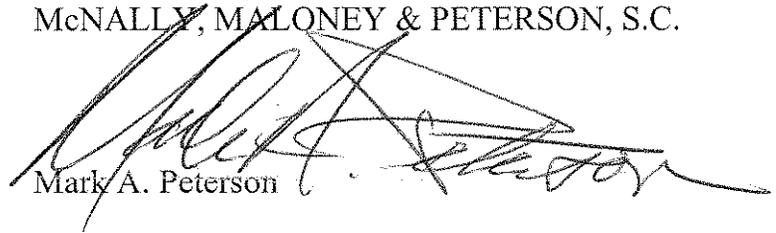
Mr. Pledl and/or I will call you within the next couple of days to set up February depositions of City staff and elected officials. Since these depositions were deferred in the belief that the

Remzy D. Bitar, Esq.  
January 24, 2011  
Page 2

and for the filing of dispositive motions. We assume that we will be able to work this out by stipulation and proposed order, or we can schedule a status call with Judge Adelman or the magistrate judge to discuss new deadlines and approaches to this matter.

Very truly yours,

McNALLY, MALONEY & PETERSON, S.C.



Mark A. Peterson

MAP:ldd

cc: Robert T. Pledl, Esq.  
Paul Gagliardi, Esq.