

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

CALL TO ORDER
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE

Approval of the minutes of the meeting held February 19, 2014. Pgs. 1-7
Matters referred to the Committees by the Mayor.
Presentation, Commendations and Awards by Mayor.
Awards and Commendations from Boards, Commissions, Authorities and
Committees.

CITIZENS' COMMENTS

A. REFERRALS

TO THE COMMITTEE ON FINANCE

- A.1. Amendment to the 2014 HOME Program Description. (Also referred to HOME Program Commission)

TO THE PUBLIC WORKS COMMITTEE

TO THE PUBLIC SAFETY AND WELFARE COMMITTEE

TO THE PARK COMMISSION

- A.2. Resolution by Alderperson Keith W. Rosenberg - To Request The Board Of Park Commissioners To Locate And Construct A Dog Park In Anderson Park.

TO THE CITY PLAN COMMISSION

- A.3. Conditional Use Permit for a multi-family residential development to be located east of 30th Avenue, north and south of 21st Street. (Sun Pointe Village) (District #4)

B. COMMUNICATIONS, PETITIONS, REPORTS OF DEPARTMENTS

- B.1. Approval of the following applications per list on file in the Office of the City Clerk:
- a. 15 - Operator's (Bartender's) licenses.
 - b. 1 - Transfer of Agent Status of Liquor license.
 - c. 2 - Special Class "B" Beer and/or Special "Class B" Wine licenses.
 - d. 0 - Taxi Driver Licenses Pg. 8

C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS

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

- C.1. Approve applications for new Operator's (Bartender's) licenses subject to:
- 0 demerit points:
a. Elizabeth Whitt
- 10 demerit points:
b. Melissa Chandler
- 25 demerit points:
c. Georgina Posada
- 35 demerit points:
d. Carol Monroy
- 70 demerit points:
e. Rachel Ortiz
- 75 demerit points:
f. Antonio Jaramillo
(L/P – Ayes 5, Noes 0) **HEARING** Pgs. 9-14
- C.2. Approve applications for new Operator's (Bartender's) licenses subject to
80 demerit points:
a. Andrew Nuernberger
b. Shaun Becker
(L/P – Ayes 5, Noes 0) **HEARING** Pgs. 15-25

D. ORDINANCES 1st READING

- D.1. By Alderperson Steve G. Bostrom - To Repeal and Recreate Subsection 30.10 (Of the Code of General Ordinances) Regarding Ethics Complaints. (PSW – defer-Ayes 3, Noes 1; L/P – defer-Ayes 4, Noes 0, Abstains 1; PW & Fin. - recommendations pending) Pgs. 26-27
- D.2. Ordinance by Alderperson Chris Schwartz - To Repeal and Recreate Subsection 10.075 E.1.a; To Repeal 10.075 E.1.b.; To Reletter Subsections 10.075 E.1.c.-d.; To Repeal and Recreate Subsections 10.075 E.2.a. and E.2.b.; To Reletter 10.075 E.2.a.-b.; To Create Subsection 10.075 E.2.a.; and To Repeal And Recreate Subsection 10.075 J. (of the Code of General Ordinances) Regarding Outdoor Area Restrictions. (L/P – Ayes 5, Noes 0) Pgs. 28-33
- D.3. By Alderperson Chris Schwartz - To Repeal And Recreate Subsection 5.046 J.3.e.; To Reletter Subsections 5.046 J.3.f.-p.; And To Create Subsection 5.046 J.3.f. (Of The Code Of General Ordinances) Regarding Outdoor Dining Operational Regulations. (L/P – Ayes 5, Noes 0) Pgs. 34-35

- D.4. By Alderperson Chris Schwartz -To Reletter Subsections 10.076 J.3.e.-o.; And To Create Subsections 10.076 J.3.e. And J.3.f. (Of The Code Of General Ordinances) Regarding Outdoor Cafe Operational Regulations. (L/P – Ayes 5, Noes 0) Pgs. 36-37
- D.5. By the Mayor - To Repeal And Recreate Subsections 1.055 6.b. and 1.055 7.b. (Of The Code Of General Ordinances For The City Of Kenosha) Regarding Municipal Court Procedures (In Accordance With Wisconsin Statutes). (Fin. - recommendation pending) Pgs. 38-39

E. ZONING ORDINANCES 1st READING

- E.1. By the Mayor - Attachment and Zoning District Classification Ordinance (Under Section 66.0307, Wisconsin Statutes), City of Kenosha/Town of Somers State Approved Cooperative Plan for Parcels #80-4-222-301-0300, #80-4-222-302-0110, #80-4-222-302-0120 and #80-4-222-302-0130 at 11222, 11310, 11400 and 11410-38th Street. (KTR WIS III, LLC) (District #16) Pgs. 40-50
- E.2. By the Mayor - to Rezone properties at 11222, 11310, 11400 and 11410 38th Street from A-2 Agricultural Land Holding District to M-2 Heavy Manufacturing District (in conformance with Section 10.02 of the Zoning Ordinance). (KTR WIS III, LLC) (District #16) (CP - Ayes 7, Noes 0) Pgs. 51-58

F. ORDINANCES 2nd READING

- F.1. By Alderperson Jesse Downing – To Repeal Subsection 10.03 D.5. (of the Code of General Ordinances for The City of Kenosha) Regarding Minimum Amount of Employees Employed on “Class A” Licensed Premises. (L/P – Ayes 5, Noes 0) **PUBLIC HEARING** Pg. 59
- F.2. By the Mayor - To Amend 1.03 A. (of the Code of General Ordinances for the City of Kenosha) regarding Order of Business by Renumbering No. 25 "Reports and Recommendations of Boards and Commissions" as No. 14 and Renumbering Items 14 through 24 as Items 15 through 25. (PSW – Ayes 5, Noes 0; L/P – Ayes 5, Noes 0; PW – Ayes 4, Noes 0; Fin. – Ayes 4, Noes 0) **PUBLIC HEARING** Pgs. 60-61
- F.3. By the Mayor - To Repeal And Recreate Subsection 14.01 B.1.; To Repeal Subsection 14.01 B.5.; And To Renumber Subsection 14.01 B.6. To 14.01 B.5. (of the Code Of General Ordinances for The City Of Kenosha) Regarding Cat Licensing. (L/P – Ayes 5, Noes 0; Fin. - Ayes 4, Noes 0) **PUBLIC HEARING** Pgs. 62-63

- F.4. By the Mayor – To Repeal And Recreate Subsection 11.02 A., To Repeal, Recreate, and Renumber 11.02 T. as Paragraph 11.02 T.1., and To Create Paragraph 11.02 T.2 (of the Code Of General Ordinances for the City of Kenosha) Regarding the Regulation of Bow and Arrow and Crossbow Hunting, and To Repeal and Recreate Subsection 11.06 D. (of the Code Of General Ordinances for the City Of Kenosha) Regarding Concealed Carrying Of Other Weapons Pursuant To A Valid License. (PSW – Ayes 4, Noes 1)
PUBLIC HEARING Pgs. 64-66

G. ZONING ORDINANCES 2nd READING

- G.1. By Alderperson Jesse Downing - To Repeal and Recreate Subsection 8.04 A.4; and to Amend Subsection 8.04 F. (of the Zoning Ordinance for the City of Kenosha, Wisconsin) regarding Certificates of Occupancy. (CP – Ayes 5, Noes 1) **PUBLIC HEARING** Pgs. 67-69

H. RESOLUTIONS

- H.1. Resolution by the Finance Committee - Awarding the Sale of \$4,930,000 General Obligation Refunding Bonds, Series 2014. (Fin. - recommendation pending) Pgs. 70-84
- H.2. Resolution by the Finance Committee - Authorizing the Borrowing of Not to Exceed \$5,520,000 to Finance Projects in Tax Incremental District No. 16; Providing for the Issuance of Taxable General Obligation Promissory Notes Therefor; and Levying a Tax in Connection Therewith. (Fin. - recommendation pending) Pg. 85
- H.3. Resolutions by the Finance Committee – To Levy Special Charges Upon Various Parcels of Property Located in the City per List on File in the Office of the City Clerk:
- a. Boarding and Securing - \$1,858.93
 - b. Property Maintenance Reinspection Fees - \$1,896.00
 - c. Zoning/Building Reinspection Fees - \$1,390.00
- (Fin. - Ayes 4, Noes 0) (Deferred 02/19/14) **HEARING** Pgs. 86-93
- H.4. Resolution by Alderperson David F. Bogdala - To Recognize the Month of April as National Live.Love.Donate. Month in the City of Kenosha. (PSW - Ayes 4, Noes 0) Pgs. 94-96

I. APPOINTMENTS/REAPPOINTMENTS BY THE MAYOR

J. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

K. OTHER CONTRACTS AND AGREEMENTS

- K.1. Approval of an Easement with WE Energies through Red Arrow Park for Providing service to 1803-83rd Street. (First Presbyterian Church of Kenosha) (District #12) (Park - Ayes 5, Noes 0; CP - Ayes 7, Noes 0) Pgs. 97-103
- K.2. Approval of a Deed in Lieu of Foreclosure for property at 4202-45th Street - HELP Loan (District #10) (Fin. - recommendation pending) Pgs. 104-147
- K.3. Development Grant Agreement (Tax Incremental District No. 8) between the City of Kenosha and Kenall Manufacturing Co. (Fin. - recommendation pending) Pgs. 148-165

L. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

- L.1. Disbursement Record #3 - \$9,332,897.55. (Fin. - recommendation pending) Pgs. 166-196

M. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

- M.1. Acceptance of Project 12-1420 Shagbark Park Trail Development (3900 Block of 39th Avenue, which has been satisfactorily completed) by Western Contractors, Inc. (New Berlin, Wisconsin) in the amount of \$248,423.26. (Park Funds Only) (District #10) (Park – Ayes 4, Noes 0; PW – recommendation pending) Pg. 197
- M.2. Acceptance of Project 13-2002 Overpass Painting Phase III (1200 block Washington Road, 1300 block 50th Street and 1300-65th Street) which has been satisfactorily completed by Mill Coatings, Inc. (Suamico, Wisconsin) in the amount of \$112,500.00. (Districts #3 & #6) (PW – recommendation pending) Pg. 198

N. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC SAFETY & WELFARE

O. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS

- O.1. Request to Amend the Conditional Use Permit for Lowe's Home Improvement Store at 6500 Green Bay Road to allow for an outdoor display area. (Lowe's) (District #16) (CP – Deny - Ayes 6, Noes 0) (Deferred and Public Hearing held 02/19/14) Pgs. 199-213
- O.2. Conditional Use Permit for a 3,855 s.f. addition to Gateway Technical College - Student Life Center at 3520-30th Avenue. (Gateway Technical College) (District #6) (CP - Ayes 7, Noes 0) **PUBLIC HEARING** Pgs. 214-238

- O.3. Request to extend the Conditional Use Permit for a 1,949 s.f. restaurant with a drive-thru to be located at 8040 Sheridan Road. (Taco Bell) (District #12) (CP - Ayes 7, Noes 0) **PUBLIC HEARING** Pgs. 239-268

AND SUCH MATTERS AS ARE AUTHORIZED BY LAW OR REGULAR BUSINESS

- a. LEGISLATIVE REPORT
- b. MAYOR'S COMMENTS
- c. ALDERPERSON COMMENTS

IF YOU ARE DISABLED AND IN NEED OF ASSISTANCE,
PLEASE CALL 653-4020 BEFORE THIS MEETING
web site: www.kenosha.org

**COMMON COUNCIL
OFFICIAL PROCEEDINGS**

Keith G. Bosman, Mayor

Debra L. Salas, City Clerk

**KENOSHA MUNICIPAL
BUILDING COUNCIL
CHAMBERS ROOM 200**

February 19, 2014

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

The meeting was called to order at 7:02 p.m.

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

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

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

It was moved by Alderperson Michalski, seconded by Alderperson LaMacchia, to approve the minutes of the meeting held February 3, 2014. Motion carried unanimously.

Mayor Bosman gave an oral referral to the Common Council: To Urge The City Of Kenosha Police And Fire Commission To Hold A Hearing On The Recent Allegations Made Against The Fire Chief.

Mayor Bosman and Alderperson Ruffolo presented youth commission awards.

It was moved by Alderperson Kennedy, seconded by Alderperson LaMacchia to take a recess at 7:13 p.m. On a voice vote, motion carried unanimously. The meeting reconvened at 7:21 p.m.

Eight (8) citizens spoke during Citizen's Comments: Diana Kanecki, Ryan Douglas, Dayvin Hallmon, Tammy Conforti, Virginia Hoekstra, Jeff Winiarski, Emily Walker Piehl, Mary Magdalen Moser.

A. REFERRALS

TO THE COMMITTEE ON FINANCE

A.1. Ordinance By the Mayor-To Repeal And Recreate Subsections 1.055 6.b. and 1.055 7.b. (Of The Code Of General Ordinances For The City Of Kenosha) Regarding Municipal Court Procedures In Accordance With Wisconsin Statutes.

A.2. Ordinance By the Mayor-To Repeal And Recreate Subsections 1.055 6.b. and 1.055 7.b. (Of The Code Of General Ordinances For The City Of Kenosha) Regarding Municipal Court Procedures In Accordance With Wisconsin Statutes.

TO THE PUBLIC WORKS COMMITTEE

TO THE PUBLIC SAFETY AND WELFARE COMMITTEE

A.3. Resolution by Alderperson David F. Bogdala -To Recognize the Month of April as National Live.Love.Donate. Month in the City of Kenosha.

TO THE LICENSING/PERMIT COMMITTEE

A.4. Ordinance by Alderperson Chris Schwartz -To Repeal And Recreate Subsection 10.075 E.1.a; To Repeal 10.075 E.1.b.; To Reletter Subsections 10.075 E.1.c.-d.; To Repeal And Recreate Subsections 10.075 E.2.a. And E.2.b.; To Reletter 10.075 E.2.a.-b.; To Create Subsection 10.075 E.2.a.; And To Repeal And Recreate Subsection 10.075 J. (Of The Code Of General Ordinances) Regarding Outdoor Area Restrictions.

A.5. Ordinance by Alderperson Chris Schwartz -To Repeal And Recreate Subsection 5.046 J.3.e.; To Reletter Subsections 5.046 J.3.f.-p.; And To Create Subsection 5.046 J.3.f. (Of The Code Of General Ordinances) Regarding Outdoor Dining Operational Regulations.

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
February 19, 2014**

Keith G. Bosman, Mayor

Debra L. Salas, City Clerk

A.6. Ordinance by Alderperson Chris Schwartz -To Reletter Subsections 10.076 J.3.e.-o.; And To Create Subsections 10.076 J.3.e. And J.3.f. (Of The Code Of General Ordinances) Regarding Outdoor Cafe Operational Regulations.

TO THE CITY PLAN COMMISSIONS

A.7. Conditional Use Permit for a 3,855 s.f. addition to Gateway Technical College - Student Life Center at 3520-30th Avenue (Gateway Technical College).

A.8. Request to extend the Conditional Use Permit for a 1,949 s.f. restaurant with a drive-thru to be located at 8040 Sheridan Road (Taco Bell).

A.9. Petition to Rezone properties at 11222, 11310, 11400 and 11410 38th Street from A-2 Agricultural Land Holding District to M-2 Heavy Manufacturing District (in conformance with Section 10.02 of the Zoning Ordinance) (KTR WIS III, LLC).

A.10. Resolution by the Mayor - To Amend the Official Map for the City of Kenosha, Wisconsin, to include the Attachment of various parcels [Parcel 80-4-222-301-0300, #80-4-222-302-0110, #80-4-222-302-0120 and #80-4-222-302-0130 located at 11222, 11310, 11400 and 11410 38th Street] in the Town of Somers, Kenosha County, Wisconsin, in accordance with the approved City of Kenosha/Town of Somers Cooperative Plan (under Section 66.0307 of the Wisconsin Statutes) (KTR WIS III, LLC).

A.11. Approval of an Easement with WE Energies through Red Arrow Park for Providing service to 1803-83rd Street (First Presbyterian Church of Kenosha).

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

B.1. It was moved by Alderperson Kennedy, seconded by Alderperson Michalski, to approve:

a. Fourteen (14) applications for an Operator's (Bartenders) license, per list on file in the office of the City Clerk.

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

c. Seven (7) application(s) for a special Class "B" Beer and/or "Class B" Wine license per list on file in the office of the City Clerk.

d. There were no application(s) for a Taxi Driver's license per list on file in the office of the City Clerk.

On a voice vote, motion carried.

C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS

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

- 10 demerit points:

a. Chelsea Snowden-Smith

- 30 demerit points:

b. Joseph Hartnell

- 50 demerit points:

c. Joseph Sennholz

- 80 demerit point:

d. Raymond Roberts

A hearing was held. Joseph Sennholz and Raymond Roberts were present and spoke. On a voice vote, motion carried.

C.2. It was moved by Alderperson Kennedy, seconded by Alderperson Prozanski to Deny application of Sukhdev Singh for a new Operator's (Bartender's) license based on lack of ability to know and comprehend rules and regulations. A hearing was held. The applicant did not

**COMMON COUNCIL
OFFICIAL PROCEEDINGS**

Keith G. Bosman, Mayor

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appear.

C.2.1. It was then moved by Alderperson Ruffolo, seconded by Alderperson Bostrom to refer the application back to the Committee on Licensing/Permits. After some discussion, motion failed on roll call vote (4-8) with Alderpersons Haugaard, Bostrom, Ruffolo, and Mathewson voting aye.

On roll call vote, motion carried (10-2) to deny the application with Alderpersons Ruffolo and Mathewson voting nay.

C.3. It was moved by Alderperson Kennedy, seconded by Alderperson LaMacchia to approve application of Marcus Weaver for a new Taxi Driver's License subject to 30 demerit points. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.4. It was moved by Alderperson Kennedy, seconded by Alderperson Schwartz to approve application of Stinebrink's Kenosha Foods, LLC, Matthew Stinebrink, Agent, for a Class "A" Beer/"Class A" Liquor License located at 2215-80th Street (Piggly Wiggly), upon surrender of a similar license from Piggly Wiggly Midwest, LLC, subject to 0 demerit points. A hearing was held. Matt Stinebrink was present and spoke. On a voice vote, motion carried.

C.5. It was moved by Alderperson Kennedy, seconded by Alderperson Schwartz to approve application of Houston's Bar & Grill, LLC, Luis E. Ortiz, Agent, for a Class "B" Beer/"Class B" Liquor License located at 1925-45th Street (Houston's Bar & Grill), with no adverse recommendations. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.6. It was moved by Alderperson Wilson, seconded by Alderperson LaMacchia to approve application of Baseball Like It Oughta Be, LLC, Conor Caloia, Agent, for a Class "B" Beer/"Class C" Wine License located at 7817 Sheridan Road (Kenosha Kingfish) with no adverse recommendations. A hearing was held. Vern Stenman was present and spoke. On a voice vote motion carried.

C.7. It was moved by Alderperson Wilson, seconded by Alderperson LaMacchia to approve application of Naster, Inc., for a Daily Cabaret License located at 3221-60th Street (Our Kenosha Tap) on February 23, 2014, with no adverse recommendations. A hearing was held. The applicant did not appear. Motion carried on a voice vote.

C.8. It was moved by Alderperson Wilson, seconded by Alderperson Kennedy to deny application of 22nd Ave. Mobil, Inc., for a Secondhand Article Dealer License located at 4433-22nd Avenue (22nd Ave. Mobil), based on material police record. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

D. ORDINANCES 1ST READING

It was moved by Alderperson Kennedy, seconded by Alderperson LaMacchia to send the following ordinances on their way:

D.1. Ordinance by Alderperson Jesse Downing – To Repeal Subsection 10.03 D.5. (of the Code of General Ordinances for The City of Kenosha) Regarding Minimum Amount of Employees Employed on "Class A" Licensed Premises.

D.2. Ordinance By the Mayor - To Amend 1.03 A. (of the Code of General Ordinances for the City of Kenosha) regarding Order of Business by Renumbering No. 25 "Reports and Recommendations of Boards and Commissions" as No. 14 and Renumbering Items 14 through 24 as Items 15 through 25.

D.3. Ordinance By the Mayor - To Repeal And Recreate Subsection 14.01 B.1.; To Repeal Subsection 14.01 B.5.; And To Renumber Subsection 14.01 B.6. To 14.01 B.5. (of the Code Of General Ordinances for The City Of Kenosha) Regarding Cat Licensing.

D.4. Ordinance by the Mayor – To Repeal And Recreate Subsection 11.02 A., To Repeal, Recreate, and Renumber 11.02 T. as Paragraph 11.02 T.1., and To Create Paragraph 11.02 T.2 (of

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
February 19, 2014**

Keith G. Bosman, Mayor

Debra L. Salas, City Clerk

the Code Of General Ordinances for the City of Kenosha) Regarding the Regulation of Bow and Arrow and Crossbow Hunting, and To Repeal and Recreate Subsection 11.06 D. (of the Code Of General Ordinances for the City Of Kenosha) Regarding Concealed Carrying Of Other Weapons Pursuant To A Valid License.

On a voice vote, motion carried.

E. ZONING ORDINANCES 1ST READING

It was moved by Alderperson Kennedy, seconded by Alderperson LaMacchia, to send the following ordinances on their way:

E.1. By Alderperson Jesse Downing - To Repeal and Recreate Subsection 8.04 A.4; and to Amend Subsection 8.04 F. (of the Zoning Ordinance for the City of Kenosha, Wisconsin) regarding Certificates of Occupancy.

On a voice vote, motion carried.

F. ORDINANCES 2ND READING

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

F.1. It was moved by Alderperson LaMacchia, seconded by Alderperson Mathewson, to adopt Ordinance 6-14. A public hearing was held. No one spoke for or against said ordinance.

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

Ordinance 6-14

By Committee on Public Safety and Welfare - to Amend Section 7.13 D.1. (of the Code of General Ordinances) entitled, "No Left Turns" by Adding No Left Turns on 98th Avenue at the Entrance to Nash Elementary School between the Hours of 7:00 am - 9:00 am and 2:00 pm - 4:00 pm on School Days.

F.2. It was moved by Alderperson LaMacchia, seconded by Alderperson Kennedy to adopt Ordinance 7-14. A public hearing was held. No one spoke for or against said ordinance.

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

Ordinance 7-14

By Committee on Public Safety and Welfare - to Amend Section 7.12 C (of the Code of General Ordinances) entitled, "Stop Streets" by Adding Stop Signs on 19th Avenue Before Entering the Intersection with 45th Street.

F.3. It was moved by Alderperson LaMacchia, seconded by Alderperson Wilson to adopt Ordinance 8-14. A public hearing was held. No one spoke for or against said ordinance.

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

Ordinance 8-14

By Committee on Public Safety and Welfare - to Amend Section 7.12 C (of the Code of General Ordinances) entitled, "Stop Streets" by Adding Stop Signs on 37th Street Before Entering the Intersection with 19th Avenue.

F.4. It was moved by Alderperson LaMacchia, seconded by Alderperson Wilson to adopt Ordinance 9-14. A public hearing was held. No one spoke for or against said ordinance.

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

Ordinance 9-14

By Committee on Public Safety and Welfare - to Amend Section 7.12 C (of the Code of General Ordinances) entitled, "Stop Streets" by Adding Stop Signs on 18th Avenue Before Entering the Intersection with 78th Street.

G. ZONING ORDINANCES 2ND READING

H. RESOLUTIONS

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

**COMMON COUNCIL
OFFICIAL PROCEEDINGS**

Keith G. Bosman, Mayor

Debra L. Salas, City Clerk

H.1. It was moved by Alderperson LaMacchia, seconded by Alderperson Prozanski to approve Resolutions by the Finance Committee – To Levy Special Charges Upon Various Parcels of Property Located in the City per List on File in the Office of the City Clerk: a. Boarding and Securing - \$1,858.93 b. Property Maintenance Reinspection Fees - \$1,896.00 c. Zoning/Building Reinspection Fees - \$1,390.00. A hearing was held. No one spoke.

H.1.1. It was then moved by Alderperson LaMacchia, seconded by Alderperson Bostrom to defer the item for two weeks.

On a voice vote, motion carried.

H.2. It was moved by Alderperson Kennedy, seconded by Alderperson Schwartz to approve Resolution 22-14. On roll call vote, motion carried unanimously and said resolution was thereupon approved:

Resolution 22-14

Resolution by the Finance Committee – To Correct Resolution 8-13 (Project 12-1024 60th Street - 22nd Avenue to 8th Avenue)

H.3. It was moved by Alderperson Kennedy, seconded by Alderperson Schwartz to approve Resolution 23-14. On roll call vote, motion carried unanimously and said resolution was thereupon approved:

Resolution 23-14

Resolution by the Committee on Public Works – Declaring Intent to Levy Assessments for Hazardous Sidewalk and/or Driveway Approaches Only for Project 14-1012 Resurfacing Phase I (34th Avenue – 88th Street to 89th Street, 26th Avenue – 31st Street to 33rd Street).

H.4. It was moved by Alderperson Mathewson, seconded by Alderperson Bostrom to approve Resolution 24-14 as amended by Finance.

At 8:25 p.m. Alderperson Rosenberg briefly stepped away and quorum was lost.

Alderperson Rosenberg returned at 8:28 p.m. and the meeting returned.

On roll call vote, motion carried unanimously and said resolution was thereupon approved:

Resolution 24-14

Resolution by Alderperson Kevin Mathewson – To Require the Creation and Management of an Official City of Kenosha Facebook Page and Twitter Account.

H.5. It was moved by Alderperson Kennedy, seconded by Alderperson Schwartz to approve Resolution 25-14. On roll vote, motion carried and said resolution was thereupon approved:

Resolution 25-14

Resolution by the Mayor - Initial Resolution Authorizing the Issuance of General Obligation Refunding Bonds to Refund General Obligation Promissory Notes, Series 2005A.

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

J. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

J.1. It was moved by Alderperson Kennedy, seconded by Alderperson Schwartz, to approve Award of Contract for Project 12-1421 Simmons Island Boardwalk Phase IA Development (5001-4th Avenue) to H & H Civil Construction (Collins, Wisconsin) in the amount of \$537,500. On roll call vote, motion carried unanimously.

K. OTHER CONTRACTS AND AGREEMENTS

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

K.1. Approval of Quit Claim Deed from the Town of Somers to Correct Right-of-Way Issues – Sheridan Road Truck Route at Birch Road.

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
February 19, 2014**

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Debra L. Salas, City Clerk

K.2. Approval of Quit Claim Deed from the Town of Somers to Correct Right-of-Way Issues – 55th Avenue from 45th Street to 290 feet north.

K.3. Approval of a Short Sale Offer for property at 2519 Roosevelt Road - TID Loan.

K.4. Subgrantee Agreement between Kenosha Area Business Alliance (KABA) and the City of Kenosha regarding an Indoor Public Market Feasibility Study.

K.5. Memorandum of Understanding between the City of Kenosha, the County of Kenosha, the Wisconsin Department of Transportation, KTR WIS III, LLC, and KTR WIS IV, LLC, regarding obligations associated with developments on property owned by KTR WIS III, LLC, and KTR WIS IV, LLC; obligations for improvements, including those along Interstate 94 East frontage road, Wisconsin State Highway 142, Kenosha County Highway S, and 38th Street; and for jurisdictional transfer of a portion of Highway S to the City.

K.6. Agreement between the Kenosha County Register of Deeds and the City of Kenosha regarding terms of use of the LandShark Online Access System.

On roll call vote, motion carried unanimously.

L. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

L.1. It was moved by Alderperson Kennedy, seconded by Alderperson Schwartz, to approve Disbursement Record #2 - \$46,652,071.80.

On roll call vote, motion carried unanimously.

L.2. It was moved by Alderperson Mathewson, seconded by Alderperson LaMacchia to deny Request from Shirley Savaglio to Rescind a Property Maintenance Reinspection Fee in the Amount of \$72.00 for the Property at 1833-53rd Street. A hearing was held. No one spoke.

On roll call vote, motion carried unanimously.

L.3. It was moved by Alderperson Gordon, seconded by Alderperson Michalski to reduce penalty fees to \$360.00 from EJOT Fastening Systems LP, to Refund Penalty Fees in the for a Business Occupancy Permit for the Property at 9900-58th Place, Suite 300. A hearing was held. No one spoke.

On roll call vote, motion carried unanimously.

M. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

It was moved by Alderperson Michalski, seconded by Alderperson Gordon to approve Final Acceptance of:

M.1. Request by FR Kenosha LLC for Sidewalk Requirement Exception at Rustoleum (8505-50th Street) for the Phase II Expansion.

M.2. Request by Pinnacle Engineering Group for Sidewalk Requirement Exception at Kenall Manufacturing (5304-99th Avenue).

M.3. Acceptance of Project 13-1027 Epoxy Pavement Markings (Citywide Locations) which has been satisfactorily completed by Brickline, Inc. (Madison, Wisconsin) in the amount of \$51,360.35.

On roll call vote, motion carried unanimously.

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

O. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS

O.1. It was moved by Alderperson LaMacchia, seconded by Alderperson Mathewson to defer for two weeks Request to Amend the Conditional Use Permit for Lowe's Home Improvement Store at 6500 Green Bay Road to allow for an outdoor display area. A public hearing was held. No one spoke. On a voice vote, motion carried.

O.2. It was moved by Alderperson Schwartz, seconded by Alderperson Mathewson to approve

**COMMON COUNCIL
OFFICIAL PROCEEDINGS**

Keith G. Bosman, Mayor

Debra L. Salas, City Clerk

Conditional Use Permit for a tattoo and body piercing establishment to be located at 5712-6th Avenue. A public hearing was held. Megan Lavey and Deirdre Andreas were present and spoke. On roll call vote, motion carried unanimously.

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

P.1. It was moved by Alderperson Prozanski, seconded by Alderperson LaMacchia to approve settlement of Claim of Patricia Carlino.

On roll call vote, motion carried (11-1) with Alderperson Bostrom voting nay.

P.2. It was moved by Alderperson Prozanski, seconded by Alderperson Wilson to deny new Offers of Settlement with regard to Ronald Terry v. Asllan Sinani, et al. Circuit Court Case No. 13CV1852.

On roll call vote, motion carried unanimously.

ADJOURNMENT

There being no further business to come before the Common Council, it was moved by Alderperson Michalski, seconded by Alderperson Gordon, to adjourn at 8:52 p.m.

On a voice vote, motion carried.

Approved:

**KEITH G. BOSMAN
MAYOR**

Attest:

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

B.1.	March 3 , 2014			NO ADVERSE
a.	BARTENDERS			
	First Name	Last Name	Address	Business Name
1	Christina	Craig-Berzin	26969 103 rd Pl	Captain Mike's
2	Skyler	Clement	2902 24 th St	Club House
3	Nicole	Collins	2642 Johnson Rd	
4	Taylor	Dietman	5219 84 th St	Circa On Seventh
5	Kyle	Downs	1521 Marquette Ave – Naperville, IL	Uncle Mike's
6	Lindsay	Gould	9312 67 th St	Uncle Mike's
7	Elizabeth	Grizzell	4006 24 th St.	Dolls Tavern
8	Mary Jo	Kessinger	3114 Meachem Rd – Racine, WI	CVS
9	Erin	Kissee	3124 26 th Ave	CVS
10	Taylor	Koerth	3621 79 th St.	Speedway
11	Kamrin	Ohlson	1880 15 th Ave	Villa D'Carlo
12	Samantha	Otto	4305 7 th Ave Lower	Lou Perrine's
13	Kevin	Ruiz	7326 43 rd Ave	Shenanigan's
14	Tricia	Wellman	210 Sherman Pl – Waukegan, IL	
15	Melissa	Zaugra-Rojas	2749 84 th St	Walgreens
	TOTAL =	15		
b.	TRANSFER OF AGENT			
	First Name	Last Name	Address	Business Name
1	April	Rasch	7310 32 nd Ave	Pick 'n Save #6874
	TOTAL =	1		
c.	SPECIAL CLASS “B”/ “Class B”			
	Event Date	Organization Name	Location of Event	Event
1	03/07/2014, 03/14/14, 04/04/14	St. Elizabeth Congregation	4824 7 th Ave	Lenten Fish Fry
2	09/01/14	Kenosha AFL-CIO	2020 91 st St	Laborfest 2014
	TOTAL =	2		
d.	TAXI DRIVERS			
	First Name	Last Name	Address	Business Name
	TOTAL =	0		

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
2/5/2014	Melissa Chandler		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N141045	9024-Sheridan Road #105	Chaser's Lounge	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
9/5/2010	OPERATING WHILE SUSPENDED V563802	GUILTY	Y	10

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	10	
Were all offenses listed on the application?	Y	
TOTAL DEMERIT POINTS	10	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> GRANT , Subject to <input type="text" value="10"/> Demerit Points
<input type="checkbox"/> DENY , based on material police record (substantially related to the license activity)
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
2/7/2014	Carol Monroy		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N141050	6522-30th Avenue	Luminarias	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
11/19/2011	OPERATING WITHOUT LICENSE V572561	GUILTY	Y	5
8/26/2012	OPERATING WITHOUT LICENSE	GUILTY	N	10

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	15	
Were all offenses listed on the application?	N=20	
TOTAL DEMERIT POINTS	35	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> GRANT, Subject to 35 Demerit Points
<input type="checkbox"/> DENY, based on material police record (substantially related to the license activity)
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application

1e

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
2/3/2014	Rachel Ortiz		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N141038	9040-16th Avenue	Tobacco Outlet Plus	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
8/26/2009	OPERATING WHILE SUSPENDED 2009TR9255 WINNEBAGO	GUILTY	Y	10
10/19/2009	OPERATING WHILE SUSPENDED 2009TR11540 WINNEBAGO	GUILTY	Y	20
10/29/2010	OPERATING WHILE SUSPENDED V564047	GUILTY	Y	10
11/18/2009	INDECENT CONDUCT 2009FO419 WINNEBAGO	GUILTY	N	10

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	50	
Were all offenses listed on the application?	N=20	
TOTAL DEMERIT POINTS	70	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION	
<input checked="" type="checkbox"/>	GRANT , Subject to <input type="text" value="70"/> Demerit Points
<input type="checkbox"/>	DENY , based on material police record (substantially related to the license activity)
<input type="checkbox"/>	DEFER or GRANT subject to Non-Renewal Revocation due to False Application

17

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
2/13/2014	Antonio Jaramillo		Expired
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N141055	5717-21st Avenue	Model Market	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
8/31/2010	OPERATING W/O LICENSE	GUILTY	Y	10
3/27/2011	OPERATING W/O LICENSE-2ND WITHIN 3 YEARS	DISMISSED (PER CCAPS)	Y	20
9/10/2010	BATTERY/DOMESTIC VIOLENCE	DISMISSED (PER CCAPS)		N/A
9/10/2010	FALSE IMPRISONMENT	DISMISSED (PER CCAPS)		N/A
9/10/2010	BATTERY/DV 2010CF763 KENOSHA	GUILTY	Y	20
9/1/2010	RESISTING/OBSTRUCTING 2010CM2124 RACINE	GUILTY	Y	25

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	75	
Were all offenses listed on the application?	Y	
TOTAL DEMERIT POINTS	75	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> GRANT , Subject to <input type="text" value="75"/> Demerit Points
<input type="checkbox"/> DENY , based on material police record (substantially related to the license activity)
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
1/13/2014	Andrew Nuernberger		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N141015	2307 Carlisle Ave., Racine	Noodles & Company	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
4/7/2009	OPERATING WHILE INTOXICATED 2ND OFFENSE	GUILTY	Y	80
12/30/2013	LIQUOR, LICENSE VIOLATION	DISPO PENDING	Y	25

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	105	
Were all offenses listed on the application?	Y	
TOTAL DEMERIT POINTS	105	

CITY ATTORNEY'S COMMENTS

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



OPERATOR'S (BARTENDER) LICENSE

Type: 217 Fee: \$75.00

FILED	<u>1/17/14</u>
INITIALS	<u>[Signature]</u>
ADVERSE/NO ADV	
LP	
CC	

- Beverage Course Completed
- HOLD for Beverage Course

License # N141D15
 Provisional Issued: yes no

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

Last Name: Nuernberger First Name: Andrew MI: C
 (NOTE: Name must appear exactly as it appears on driver's license or state ID)

Date of Birth: _____ Gender: M Phone: 414-324-2480

Home Address: 2307 Carlisle Ave Racine WI 53404
CITY STATE ZIP

Email: _____
 (correspondence will be via email if address is given)

Driver's License or State ID Number _____
STATE NUMBER

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

ANSWER THE FOLLOWING QUESTIONS TRULY AND COMPLETELY:

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

If yes, state: charge, year, result

DUI 1st offense 7/8/2005 License suspended/revoked 7/22/2005 - 1/10/2006
DUI 2nd offense Case # 2009CT001950 25 days Huber
12/30 Ticket for operating without a licensed person on premises

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

25 days House arrest with Huber privileges Sentence was ordered
2/2/2010 Case # 2009CT001950

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

Yes No If yes, explain:

Suspended for 18 months starting 2/2/2010
Suspended/Revoked for 6 months 7/22/2005

4. Have you received any traffic citations in Wisconsin or in any other State within the past five (5) years; or do you have any such citations pending? Yes No

If yes, state: charge, year, result

OWI 1st conviction 7/8/2005 Revoked 6 months

5. Have you, as an adult, within the past five (5) years, while operating a business or engaged in a profession, been convicted of any state or federal charges; or do you have charges pending at this time involving unfair trade practices, unethical conduct, or discrimination? Yes No

If yes, state: charge, year, result

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

* Needles and Company, 520 Tang St. Broomfield, CO 80021
* Target 1501 Miller PKWY West Milwaukee, WI 53214
* Multiple Locations in WI

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

4475 S. Griffin Ave Milwaukee, WI 53207
4145 S. Lake Drive Apt 27 St. Francis, WI 53217
2307 Carlisle Ave Racine, WI 53404

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

Applicant's Signature:

Date:

1/13/2014

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

(Applicant's Initials)

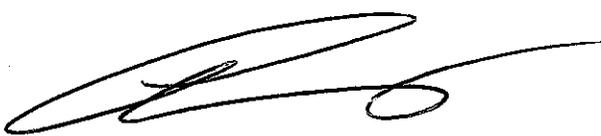
2a

Ladies and Gentleman of the committee,

My name is Andrew Nuernberger. I am writing to you today to address concerns related to my application for a license to serve alcohol in the City of Kenosha. I would specifically like to address concerns that have arisen due to my material police record; namely my conviction of an OWI 2nd offense and the pending charge of operating without a license. I have chosen to address these two issues separately, if it pleases the committee, due to the nature of the charges and the surrounding circumstances.

I genuinely appreciate your time and attention in regards to this matter and look forward to appearing before you in person in the near future to be of assistance in any way possible.

Sincerely,



Andrew Nuernberger

2307 Carlisle Ave

Racine, WI 53404

CITY OF KENOSHA

FEB 19 2014

DEPOSIT BOX

March 3, 2014 Pg. 18

In 2010 I was convicted of an OWI 2nd offense which occurred in 2009. I am aware that you are in possession of the judicial facts of this case, but I wanted to give you a brief overview of the changes that I have made since that time in my life.

Firstly I have been sober for 3 years and 4 months. I have struggled with alcohol for a number of years and certainly made some poor decisions in the process. I have attended 12 step programs, but found that the root of my problem was better addressed with mental health treatment. I have been under the care of a psychiatrist and therapist for 7+ years. In addition to my normal mental healthcare providers I sought out an AODA therapist as the court had ordered. I fulfilled that requirement, and while she and I had a very good working relationship I decided to continue treatment with my already established therapist.

About three years ago I was referred to a treatment program that was unrelated to my alcohol use, but, as it turns out, is widely accepted as benefiting individuals with drug and or alcohol problems. My therapist for that program is specially certified in AODA counseling and, as with my psychiatrist and regular therapist, the topic of my sobriety is often discussed.

All of the above may seem very clinical and matter of fact. I also wanted to share with you a little bit of my more personal journey. I have chosen to stay sober because it is the right thing for me. There is nothing that is physically or legally preventing me from giving up my sobriety. My choice not to drink is rooted in something more personal, more intangible. I know that for me drinking didn't solve problems, or make life easier; drinking allowed me to numb myself. My mother was in the late stages of terminal cancer at the time of my 2nd OWI. I was beside her while the strongest, most loving, and most influential person in my life lost her battle with breast cancer. I lost a good part of myself during that time and I still am working to rebuild from that. My choice not to drink, not to numb myself from the pain in life, is galvanized by the memories of my mother and the fact that pain is sometimes a part of remembering.

I have just enough fear of my struggle with alcohol to not be blind to the temptations and triggers that confront me in my daily life. I have built a strong support group of friends, family and professionals who know of my struggle with alcohol, my reason for choosing to be sober, and the vulnerabilities that put me in danger of slipping back to trying to sooth myself with drinking.

Thank you,



Andrew Nuernberger

CITY OF KENOSHA

FEB 19 2014

DEPOSIT BOX

In December of 2013 I was charged with operating my establishment without an operator's license.

I have been a manager for Noodles and Company for a number of years and worked at multiple locations within multiple municipalities. I have held a bartender's license in the City of Milwaukee, the City of Brookfield, and the City of Racine as a condition of my employment. I am a conscientious and responsible bartender and I both know and respect the laws that govern the sale of alcoholic beverages.

I was transferred to the Kenosha location, on less than a week's notice towards the beginning of December 2013. During the first weeks of my employment at this location I was working with my General Manager to coordinate the acquisition of my bartender's license for the City of Kenosha. The timing was not right due to the holidays and her being out of town. We do employ other managers with their bartender's license and when they were present I would serve under their license. On the night in question we had been extremely busy, and the opening manager had to leave in somewhat of a hurry. Both she and I were aware of, and on previous occasions always followed, the guidelines where the alcohol must not be sold without a licensed individual in the building. At so many of our locations we have wine and beer displayed in multiple locations and in some instances as a part of our décor. It had not crossed our minds that the alcohol on display was a violation of the law.

As I believe the officer noted in his report, I did not sell any alcohol that evening; and when I was instructed to do so, I secured all alcohol in our locked beverage cage. I can appreciate that ignorance of the law does not invalidate the law. I do however strongly believe that the fact that I refused to serve alcohol while I was the only manager in the building shows that I was adhering to the law to the best of my ability with the knowledge that I had.

I have never had a violation regarding my service of alcohol to minors, or without my license to serve. This was a clerical error on my part and one that will not be repeated. I take care to remove all alcohol from display when there is not going to be a licensed individual working with me.

I respect the laws surrounding the responsible service of alcohol not only because it is law, but because I also see *why* the restrictions are in place. I adhere to these regulations because it is the right thing to do for me, my business and the community that we serve in. This incident has had some positive results at my location and many of our other locations. As leaders in our organizations we are redoubling our efforts to support the training, licensing and execution of proper alcohol sales.

Thank you,



Andrew Nuernberger

CITY OF KENOSHA

FEB 19 2014

DEPOSIT BOX



February 18, 2014

To whom it may concern:

Andrew Nuernberger has been employed with Noodles & Company since September 2005. He has held a management position since his date of hire.

For the past 10 years, I have worked with Andrew in the capacity as his peer as well as his supervisor. Andrew is a very hard worker, responsible, reliable, loyal, he has a lot of integrity, dedication and passion.

He is willing to do whatever it takes to help others succeed and is always looking for feedback on how he can better himself. Andrew is an asset to our company.

Sincerely,

Debbie Pierce

Area Manager

CITY OF KENOSHA

FEB 18 2014

DEPOSIT BOX

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
1/25/2014	SHAUN BECKER		VALID
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N141032	2212 1/2 ASHLAND AVE,RACINE	STEIN BP	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
5/10/2011	MANUFACTURE/DELIVER THC-FELONY H	GUILTY-NO CONTEST	Y	100
4/8/2009	BATTERY (MISDEMEANOR)	GUILTY-NO CONTEST	Y	20

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

CITY ATTORNEY'S COMMENTS

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

Adverse 26

FOR OFFICE USE ONLY:

License # 141032 Issue Date _____

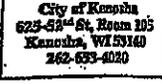
Beverage Course OK HOLD for Beverage Course Initials JD

APPLICATION

CITY OF KENOSHA OPERATOR'S (BARTENDER) LICENSE

(§125.17, Wisconsin Statutes, §10.02 C. of the City of Kenosha Code of General Ordinances)

FEE: \$75.00 (Type 217)



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

THE FOLLOWING QUESTIONS MUST BE ANSWERED (PLEASE READ)

Last Name Bicker First Name Shawn MI A

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

Date of Birth _____ Sex M Day Phone # 262 930 3808

Home Address 2212 1/2 Ashland Ave.

City/State/Zip Racine WI

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

Name of Business Where License is to be Used (If Unknown At This Time, Leave Blank. NOTE: license may only be utilized in the City of Kenosha) Stan BP 53403

Address of Business Where License is to be Used _____

1. Have you, as an adult, ever been convicted of a major crime (felony); a minor crime (misdemeanor), or of violating a municipal or county ordinance in Wisconsin or in any other state, or do you have such a charge pending at this time? Yes No If Yes, state charge, year offense committed or alleged to be committed, and disposition: Battery 2009 Possession Knife

2. Have you, as an adult, ever served time, or been sentenced to serve time, in a jail or prison in Wisconsin or in any other state? Yes No If yes, please explain: waiting to be bailed out on crimes above

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

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

5. Have you, as an adult, been convicted of any state or federal charges, or do you have such charges pending at this time, involving unfair trade practices, unethical conduct, or discrimination? Yes No If yes, state charge, year offense committed or alleged to be committed, and disposition: _____

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

Stein B's Barbershop, Toppers Barbershop, Barbers, Central Barbers, Barbers, Melrose Barbers, Patrick County, County, Barbers, Barbers

7. List all addresses at which you have lived in the past five years: 1325 S. Barton Rd, Kansasville WI
3100 86th St, Stoughton WI

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

Signed: [Signature]
Date: 1-25-14
APPLICANT'S SIGNATURE

APPLICANTS PLEASE READ

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

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

B. Penalty 1) Any person violating Subsection A. above, shall, upon conviction thereof, be subject to a forfeiture not to exceed Five Hundred (\$500) Dollars, plus the payment of the costs of prosecution, and, in default of the timely payment thereof, shall be committed to the County Jail until such forfeiture has been paid, but not to exceed a period of thirty (30) days. 2) The license or permit granting authority may grant, but withhold the issuance of, any license or permit for a period not to exceed thirty (30) days from the date of granting under circumstances wherein an application is found by the granting authority to have violated Section A. above, and the applicant was provided with an opportunity to appear before the granting authority. The granting authority may also issue a written warning to the applicant which shall be made part of their license/permit record for two consecutive license/permits years. Where such finding and penalty is made and imposed by other than the Common Council, applicant may, within ten days of receipt of oral or written notice of the imposition of any such penalty, whichever is first, if both oral and written notice is provided, file a Notice of Appeal with the City Clerk and have such matter reviewed by the Common Council.

Per §1.225 of the Code of General Ordinances, "The first Twenty-Five Dollars of the application fee for any License/Permit shall be retained by the City in the event of a License/Permit denial or the withdrawal of the application by applicant for administrative and processing costs, and the balance, if any, refunded to the applicant. Where the application fee is less than Twenty-five Dollars, the entire application fee shall be retained by the City for administrative and processing costs.

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

CITY OF KENOSHA

2b
2-14-14

To whom it may concern,
FEB 10 2014

DEPOSIT BOX Cyndi CERMINARA,

I am the manager of Southport B.D.
SHAWN BECKER has been an
employee of mine for approx 2 years.
He has done an excellent job since
working here. He is always on time
and knows and does his job well.
We will be getting beer in station
soon and shawn will need a bartenders
license in order to stay working here.

I do not want to lose him as
an employee and am asking that he
be given a chance to continue to work
here by being granted a license. I am
confident he will prove himself as
staying a valued employee and taking
the license very serious.

Thank you very much.

Cyndi Cerminara
(CBP Manager)

ORDINANCE NO. _____

SPONSOR: ALDERPERSON STEVE G. BOSTROM

TO REPEAL AND RECREATE SUBSECTION 30.10 OF THE CODE OF GENERAL ORDINANCES REGARDING ETHICS COMPLAINTS

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

Section One: Subsection 30.10 of the Code of General Ordinances for the

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

30.10 COMPLAINTS

A. Filing of Complaints. Any person may file a complaint against any covered person alleging a violation of the Code of Ethics with the Ethics Board. The complaint shall be filed with the City Department of Human Resources. The complaint shall be in writing and shall be verified. A separate written verified complaint shall be required for each named covered person. The complaint shall state with specificity the date of the alleged offense, the provision of the Code of Ethics alleged to have been violated, and the facts and circumstances upon which the allegations are based. Allegations shall be deemed to be made upon personal knowledge unless stated as being made upon information and belief. **Within one working day of the filing of the complaint, the director of the Department of Human Resources or his/her designee shall forward by quickest reasonable means a copy of the complaint to the chair of the Ethics Board. For purposes of this section, "working day" means a day that City administration is open to the public for the conduct of regular business.**

B. Sufficiency of Complaints. Within ~~fifteen ten (15+0)~~ working days of the ~~filing receipt~~ of the verified complaint **with the Department of Human Resources**, the Ethics Board shall forward by regular mail to the accused covered person a copy of the verified complaint and a general statement of the applicable provisions of the Code of Ethics. Within twenty (20) working days after mailing, the Ethics Board shall meet to determine whether based upon the face of the verified complaint sufficient facts are alleged to constitute a violation of the Code of Ethics. If the Ethics Board determines that the verified complaint does not allege facts sufficient to constitute a violation of the Code of Ethics, the Ethics Board shall dismiss the complaint and notify the complainant and the accused covered person. If the Ethics Board determines that the verified complaint was brought for harassment purposes, the Ethics Board shall so state.

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

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

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

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

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

02/24/14 - Revised at the Lic. & Permit meeting.
Please see attached revised draft.

ORDINANCE NO. _____

SPONSOR: ALDERPERSON CHRIS SCHWARTZ

**TO REPEAL AND RECREATE SUBSECTION 10.075 E.1.a;
TO REPEAL 10.075 E.1.b.; TO RELETTER SUBSECTIONS
10.075 E.1.c.-d.; TO REPEAL AND RECREATE SUBSECTIONS
10.075 E.2.a. AND E.2.b.; TO RELETTER 10.075 E.2.a.-b.; TO
CREATE SUBSECTION 10.075 E.2.a.; AND TO REPEAL AND
RECREATE SUBSECTION 10.075 J. OF THE CODE OF
GENERAL ORDINANCES REGARDING OUTDOOR AREA
RESTRICTIONS**

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

Section One: Subsection 10.075 E.1.a. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

a. 10:00 A.M. to ~~9:00~~10:00 P.M. where the Outdoor Area has a boundary within ~~three hundred~~seven hundred and fifty feet (~~300~~750) of any residentially zoned property.

Section Two: Subsection 10.075 E.1.b. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed.

Section Three: Subsections 10.075 E.1.c.-d. of the Code of General Ordinances for the City of Kenosha, Wisconsin, are hereby relettered as b.-c.

Section Four: Subsection 10.075 E.2.a. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

a. 10:00 A.M. to 1:00 A.M. where the Outdoor Area's boundaries are greater than seven hundred fifty feet (750') of any residentially zoned property. ~~There shall be no amplified music or sound where the Outdoor Area has a boundary less than seven hundred fifty feet (750') of any~~

~~residentially zoned property.~~

Section Five: Subsection 10.075 E.2.b. of the Code of General

Ordinances for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

b. Amplified music and sound shall ~~not~~ be permitted in an Outdoor Dining Area as defined by **Section 5.046** of the Code of General Ordinances ~~or~~ and an Outdoor Cafe Area as defined by **Section 10.076** of the Code of General Ordinances, subject to the distance limitations described in Subsections a. and b.

Section Six: Subsections 10.075 E.2.a.-b. of the Code of General

Ordinances for the City of Kenosha, Wisconsin, are hereby relettered as b.-c.

Section Seven: Subsection 10.075 E.2.a of the Code of General Ordinances

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

a. 10:00 A.M. to 10:00 P.M. where the Outdoor Area has a boundary within seven hundred fifty feet (750') of any residentially zoned property.

Section Eight: Subsection 10.075 J. of the Code of General Ordinances

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

J. Restriction Waiver. Upon written application to the City Clerk/Treasurer, the restrictions of **Subsections E.1. and/or E.2.** shall be waived if the application is filed seventy-two (72) hours prior to the date for which the waiver is sought, not including weekends and holidays, commencing at 8:00 A.M. of the day following the date at which a properly completed application was filed with the City Clerk/Treasurer; ~~if the proposed waiver is limited to the hours of 10:00 A.M. to 10:00 P.M.;~~ if the application is co-sponsored by the Alderperson of the district in which the license is located, or in the event that the Alderperson of the district is unavailable, cosponsored by a member of the Committee on Licenses/Permits; and, if the Licensee/Applicant has not been issued a municipal citation for a violation of **Chapter 10** of the Code of General Ordinances and/or Wisconsin Statutes Section 125 within the three hundred sixty-five (365) days preceding the application date. Should the applicant not meet the preceding qualifications, the application shall be referred to the Committee on Licenses/Permits for review. Said Committee shall recommend to the Common Council either the granting or denial of the application. Upon review, the Common Council may grant or deny the waiver application. Each application shall be made on forms furnished by the City Clerk/Treasurer and requires payment of a nonrefundable

processing fee of Fifty (\$50.00) Dollars per application at the time the application is filed with the City Clerk/Treasurer. ~~Licensees shall be limited to no more than four (4) days of waiver per licensing term. Additionally, in support of a charity event, nonprofit organization or bona fide club, Licensees may co-sponsor a waiver application. Co-sponsored applications shall be made on forms furnished by the City Clerk/Treasurer. Licensees shall be limited to no more than four (4) co-sponsored days of waiver per licensing term.~~

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

02/24/14 – Approved by Lic. & Permit Committee to replace original draft. Section One replaces Sections One through Seven of the original draft. Section Two rennumbers and replaces Section Eight of the original draft.

ORDINANCE NO. _____

SPONSOR: ALDERPERSON CHRIS SCHWARTZ

TO REPEAL AND RECREATE SUBSECTION 10.075 E.1. AND E.2.a; ~~TO REPEAL 10.075 E.1.b.; TO RELETTER SUBSECTIONS 10.075 E.1.c.-d.; TO REPEAL AND RECREATE SUBSECTIONS 10.075 E.2.a. AND E.2.b.; TO RELETTER 10.075 E.2.a.-b.; TO CREATE SUBSECTION 10.075 E.2.a.~~; AND TO REPEAL AND RECREATE SUBSECTION 10.075 J. OF THE CODE OF GENERAL ORDINANCES REGARDING OUTDOOR AREA RESTRICTIONS

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

Section One: Subsections 10.075 E.1. and E.2. of the Code of General

Ordinances for the City of Kenosha, Wisconsin, are hereby repealed and recreated as follows:

~~1. Cabaret Licenses shall be extended to the licensed Outdoor Area subject to the following operational hours:~~

~~a. 10:00 A.M. to 9:00 P.M. where the Outdoor Area has a boundary within three hundred feet (300') of any residentially zoned property.~~

~~b. 10:00 A.M. to 10:00 P.M. where the Outdoor Area's boundaries are greater than three hundred feet (300') but less than seven hundred fifty feet (750') of any residentially zoned property.~~

~~c. 10:00 A.M. to 1:00 A.M. where the Outdoor Area's boundaries are greater than seven hundred fifty feet (750') of any residentially zoned property.~~

~~d. Cabaret Licenses shall not be extended to an Outdoor Dining Area as defined by Section 5.046 of the Code of General Ordinances.~~

~~2. Amplified music or sound may be permitted in the licensed Outdoor Area only subject to strict compliance with Chapter XXIII of the Code of General Ordinances entitled "Noise Control" and the following operational hours:~~

~~a. 10:00 A.M. to 1:00 A.M. where the Outdoor Area's boundaries are greater than seven hundred fifty feet (750') of any residentially zoned property. There shall be no amplified music or sound where the Outdoor Area has a boundary less than seven hundred fifty feet (750') of any residentially zoned property.~~

~~b. Amplified music and sound shall not be permitted in an Outdoor Dining Area as defined by~~

~~Section 5.046 of the Code of General Ordinances or an Outdoor Cafe Area as defined by Section 10.076 of the Code of General Ordinances.~~

1. Cabaret Licenses shall be extended to the licensed Outdoor Area subject to the following operational hours:

a. 10:00 A.M. to 10:00 P.M. where the Outdoor Area has a boundary within seven hundred and fifty feet (750') of any residentially zoned property.

b. 10:00 A.M. to 1:00 A.M. where the Outdoor Area's boundaries are greater than seven hundred fifty feet (750') of any residentially zoned property.

c. Cabaret Licenses shall not be extended to an Outdoor Dining Area as defined by Section 5.046 of the Code of General Ordinances.

2. Amplified music or sound may be permitted in the licensed Outdoor Area only subject to strict compliance with Chapter XXIII of the Code of General Ordinances entitled "Noise Control" and the following operational hours:

a. 10:00 A.M. to 10:00 P.M. where the Outdoor Area has a boundary within seven hundred fifty feet (750') of any residentially zoned property.

b. 10:00 A.M. to 1:00 A.M. where the Outdoor Area's boundaries are greater than seven hundred fifty feet (750') of any residentially zoned property.

c. Amplified music and sound shall be permitted in an Outdoor Dining Area as defined by Section 5.046 of the Code of General Ordinances and an Outdoor Cafe Area as defined by Section 10.076 of the Code of General Ordinances, subject to the distance limitations described in Subsections a. and b.

Section Two: Subsection 10.075 J. of the Code of General Ordinances

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

J. Restriction Waiver. Upon written application to the City Clerk/Treasurer, the restrictions of **Subsections E.1. and/or E.2.** shall be waived if the application is filed seventy-two (72) hours prior to the date for which the waiver is sought, not including weekends and holidays, commencing at 8:00 A.M. of the day following the date at which a properly completed application was filed with the City Clerk/Treasurer; ~~if the proposed waiver is limited to the hours of 10:00 A.M. to 10:00 P.M.;~~ if the application is co-sponsored by the Alderperson of the district in which the license is located, or in the event that the Alderperson of the district is unavailable, cosponsored by a member of the Committee on Licenses/Permits; and, if the Licensee/Applicant has not been issued a municipal citation for a violation of **Chapter 10** of the Code of General Ordinances and/or Wisconsin Statutes Section 125 within the three hundred sixty-five (365) days preceding the application date. Should the applicant not meet the preceding qualifications, the application shall be referred to the Committee on Licenses/Permits for review. Said Committee shall recommend to the Common Council either the granting or denial of the application. Upon review, the Common Council may grant or deny the waiver application. Each application shall be made on forms furnished by the City Clerk/Treasurer and requires payment of a nonrefundable processing fee of Fifty (\$50.00) Dollars per application at the time the application is filed with the City

~~Clerk/Treasurer. Licensees shall be limited to no more than four (4) days of waiver per licensing term. Additionally, in support of a charity event, nonprofit organization or bona fide club, Licensees may co-sponsor a waiver application. Co-sponsored applications shall be made on forms furnished by the City Clerk/Treasurer. Licensees shall be limited to no more than four (4) co-sponsored days of waiver per licensing term.~~

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

ORDINANCE NO. _____

SPONSOR: ALDERPERSON CHRIS SCHWARTZ

**TO REPEAL AND RECREATE SUBSECTION 5.046 J.3.e.;
TO RELETTER SUBSECTIONS 5.046 J.3.f.-p.; AND TO
CREATE SUBSECTION 5.046 J.3.f. OF THE CODE
OF GENERAL ORDINANCES REGARDING OUTDOOR
DINING OPERATIONAL REGULATIONS**

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

Section One: Subsection 5.046 J.3.e. of the Code of General Ordinances

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

e. Amplified music ~~and sound, and non-amplified music is prohibited~~ or sound may be permitted in the Outdoor Dining Area only subject to strict compliance with Chapter XXIII of the Code of General Ordinances entitled "Noise Control" and the following operational hours:

1. 10:00 A.M. to 10:00 P.M. where the Outdoor Dining Area has a boundary within seven hundred fifty feet (750') of any residentially zoned property.

2. 10:00 A.M. to 1:00 A.M. where the Outdoor Dining Area's boundaries are greater than seven hundred fifty feet (750') of any residentially zoned property.

Section Two: Subsections 5.046 J.3.f.-p. of the Code of General

Ordinances for the City of Kenosha, Wisconsin, are hereby relettered as 5.046 J.3.g.-q.

Section Three: Subsection 5.046 J.3.f. of the Code of General Ordinances

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

f. Cabaret and Public Entertainment licensed activities are prohibited.

Section Four: This Ordinance shall become effective upon passage and

publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

ORDINANCE NO. _____

SPONSOR: ALDERPERSON CHRIS SCHWARTZ

**TO RELETTER SUBSECTIONS 10.076 J.3.e.-o.; AND TO
CREATE SUBSECTIONS 10.076 J.3.e and J.3.f. OF THE CODE
OF GENERAL ORDINANCES REGARDING OUTDOOR
CAFE OPERATIONAL REGULATIONS**

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

Section One: Subsections 10.076 J.3.e.-o. of the Code of General Ordinances for the City of Kenosha, Wisconsin, are hereby relettered as J.3.g.-q.

Section Two: Subsection 10.076 J.3.e. of the Code of General Ordinances for the City of Kenosha, Wisconsin, are hereby created as follows:

e. Amplified music or sound may be permitted in the Outdoor Cafe Area only subject to strict compliance with **Chapter XXIII** of the Code of General Ordinances entitled “Noise Control” and the following operational hours:

1. 10:00 A.M. to 10:00 P.M. where the Outdoor Cafe Area has a boundary within seven hundred fifty feet (750') of any residentially zoned property.

2. 10:00 A.M. to 1:00 A.M. where the Outdoor Cafe Area's boundaries are greater than seven hundred fifty feet (750') of any residentially zoned property.

Section Three: Subsection 10.076 J.3.f. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby created as follows:

f. Cabaret Licensed activities are prohibited.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

ORDINANCE NO. _____

SPONSOR: THE MAYOR

TO REPEAL AND RECREATE SUBSECTIONS 1.055 6. b. AND 1.055 7.b. OF THE CODE OF GENERAL ORDINANCES FOR THE CITY OF KENOSHA REGARDING MUNICIPAL COURT PROCEDURES IN ACCORDANCE WITH WISCONSIN STATUTES

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

Section One: Subsection 1.055 6.b. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

b. The Municipal Judge may, in addition to any fine or penalty, imposed by law for any violation of a City Ordinance, impose a forfeiture for contempt as provided by Wisconsin Statutes, §800.12. Said forfeiture shall not exceed ~~\$50.00~~200.00. ~~or upon default in payment of the forfeiture, a jail sentence of not to exceed seven (7) days~~ For Contempt of Court violations described in 800.12 (1) (a), Wis. Stats., - the Judge may impose imprisonment in the county jail for not more than 7 days and impose a forfeiture.

Section Two: Subsection 1.055 7.b. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

b. The procedures of the Municipal Court shall be in accordance with Chapter 800, Wisconsin Statutes, Chapter 48, Wisconsin Statutes, and with any other applicable Wisconsin Statutes and City Ordinances. The Municipal Court shall also be bound by the Rules of Evidence specified in Chapters 901 through 911, Wisconsin Statutes. In nontraffic matters, the City Attorney's Office shall draft a bond deposit schedule, which shall be submitted to the Municipal Judge. Pursuant to Section ~~800.03(3)~~800.037, Wisconsin Statutes, the Municipal Court, with the approval of the Common Council, shall set the deposit schedule for all cases other than traffic cases and boating cases. The deposit in traffic cases shall be made as provided in Section 345.26, Wisconsin Statutes. the amount of the bond deposit shall be set by the municipal judge, but shall not be effective until approved by the Common Council of the City of Kenosha. The amount of the bond deposit shall not exceed the maximum penalty established by the municipality for the offense, plus costs, fees and surcharges imposed under Chapter 814, Wisconsin Statutes. ~~including any penalty assessment that would be applicable under Section 165.87, Wisconsin Statutes, any jail assessment that would be applicable under Section 302.46(1), Wisconsin Statutes, any domestic abuse assessment that would be applicable under Section 973.055(1), Wisconsin Statutes, and any automatic reinstatement assessment that would be applicable under Section 345.54(1), Wisconsin Statutes, plus court costs, including the fee prescribed in Section 814.65(1), Wisconsin Statutes.~~ After approval of the bond deposit amounts by the Common Council, the Chief of Police shall be furnished a copy of all nontraffic bond schedules and amendments thereto.

In traffic regulations cases, the basic amount of bond deposit shall be determined in accordance with a deposit schedule which the Judicial Conference shall establish.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
CHRISTINE N. GENTHNER
Assistant City Attorney

·Planning & Zoning
·Community Development

262.653.4030
262.653.4045 FAX
Room 308



·Building Inspections
·Property Maintenance

262.653.4263
262.653.4254 FAX
Room 100

DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS

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

Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

MEMO

TO: Mayor Keith Bosman
Members of the Common Council

FROM: Rich Schroeder, Department of Community Development & Inspections 

RE: **Attachment and Temporary Zoning District Classification
Under Section 66.0307, Wisconsin Statutes
City of Kenosha/Town of Somers Cooperative Plan**
Property at 11222 38th Street - Parcel #80-4-222-301-0300
11310 38th Street #80-4-222-302-0110
11400 38th Street #80-4-222-302-0120
11410 38th Street #80-4-222-302-0130

DATE: February 27, 2014

Attached is an ordinance regarding the property petitioned to be attached to the City of Kenosha from the Town of Somers. The attachment area is located at 11222, 11310, 11400 and 11410 38th Street, and consists of 3.894 acres, more or less.

The attachment is a Unanimous Consent Petition and is consistent with the City of Kenosha/Town of Somers State Approved Cooperative Plan.

Other pertinent information regarding this attachment petition include the following:

The attachment area is located within the Area B agreement boundary with the Town of Somers.

- Existing development: 4 Single-Family homes
- Proposed land use(s): Future Manufacturing/Commercial/Offices
- Projected population: 0
- Development schedule: This will be part of the Amazon/Project Onyx Development

Owner's Name(s)	Property Address	Parcel Number
KTR WIS III, LLC	11222 38th Street	80-4-222-301-0300
	11310 38th Street	80-4-222-302-0110
	11400 38th Street	80-4-222-302-0120
	11410 38th Street	80-4-222-302-0130

RS:kas
Attachment

March 3, 2014 Pg. 40

Section Two: Effect of Attachment. From and after March 7, 2014, the date of attachment, the territory described in Section One shall be a part of the City of Kenosha for any and all purposes provided by law, and all persons coming or residing within such territory shall be subject to all Ordinances, rules and regulations governing the City of Kenosha.

Section Three: Zoning District Classifications. The territory described in Section One, upon attachment, shall have the zoning district classifications shown on Attachment "C". This zoning district classification shall be and remain in effect for the parcel of land described therein until this Zoning District Classification Ordinance is amended as prescribed in Section 62.23(7)(d), Wisconsin Statutes.

Section Four: District and Ward Designation. The territory described in Section One is hereby made a part of the 90th Ward of the 16th District of the City of Kenosha, subject to the Ordinances, rules and regulations of the City governing Wards and Districts.

Section Five: Connection To City Utilities. The territory described in Section One shall, by submission of the Attachment Petition, require connection of existing and any future habitable buildings to municipal water and sewer, within the time limits established by Chapter 32 of the Code of General Ordinances for the City of Kenosha, Wisconsin.

Section Six: Severability. If any provision of this Ordinance is invalid or unconstitutional, or if the application of this Ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid or unconstitutional provision or application.

Section Seven: Effective Date. This Ordinance, the Attachment, and the Zoning District Classifications shall take effect on _____, 2014, after passage and publication, as provided by law.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

Drafted By:

EDWARD R. ANTARAMIAN
City Attorney

Attachment of Properties from Town of Somers to City of Kenosha

11410 38th Street (Parcel No. 80-4-222-302-0130)
11400 38th Street (Parcel No. 80-4-222-302-0120)
11310 38th Street (Parcel No. 80-4-222-302-0110)
11222 38th Street (Parcel No. 80-4-222-301-0300)

Part of the Northeast and Northwest Quarters of Section 30, Township 2 North, Range 22 East, of the Fourth Principal Median lying and being in the Town of Somers, Kenosha County, Wisconsin and more particularly described as follows:

Commencing at the Southeast corner of said Northwest Quarter; thence North 1°43'46" West along the East line of said Quarter Section, 34.4 feet to the a point on the center line of 38th Street and the Point of Beginning; thence North 87°28'34" East along said center line 21.335 feet; thence North 87°36'38" East along said center line 149.13 feet to a point on the south line of Certified Survey Map 2738, a CSM of record and on file as document #1714971 in the Kenosha County Register of Deeds office; thence North 2°23'22" West along said CSM 290.4 feet; thence S87°36'38" West along said CSM 150.0 feet; thence South 87°28'34" West along said CSM 435.0 feet; thence South 2°31'26" East along said CSM 289.02 feet to the center line of 38th Street; thence North 87°49'39" East along said center line 225.19 feet; thence North 87°28'34" East along said center line 188.665 feet to the Point of the Beginning; said lands containing 3.894 Acres more or less.

City of Kenosha
District Map
 Attachment Ordinance
KTR Capital Partners

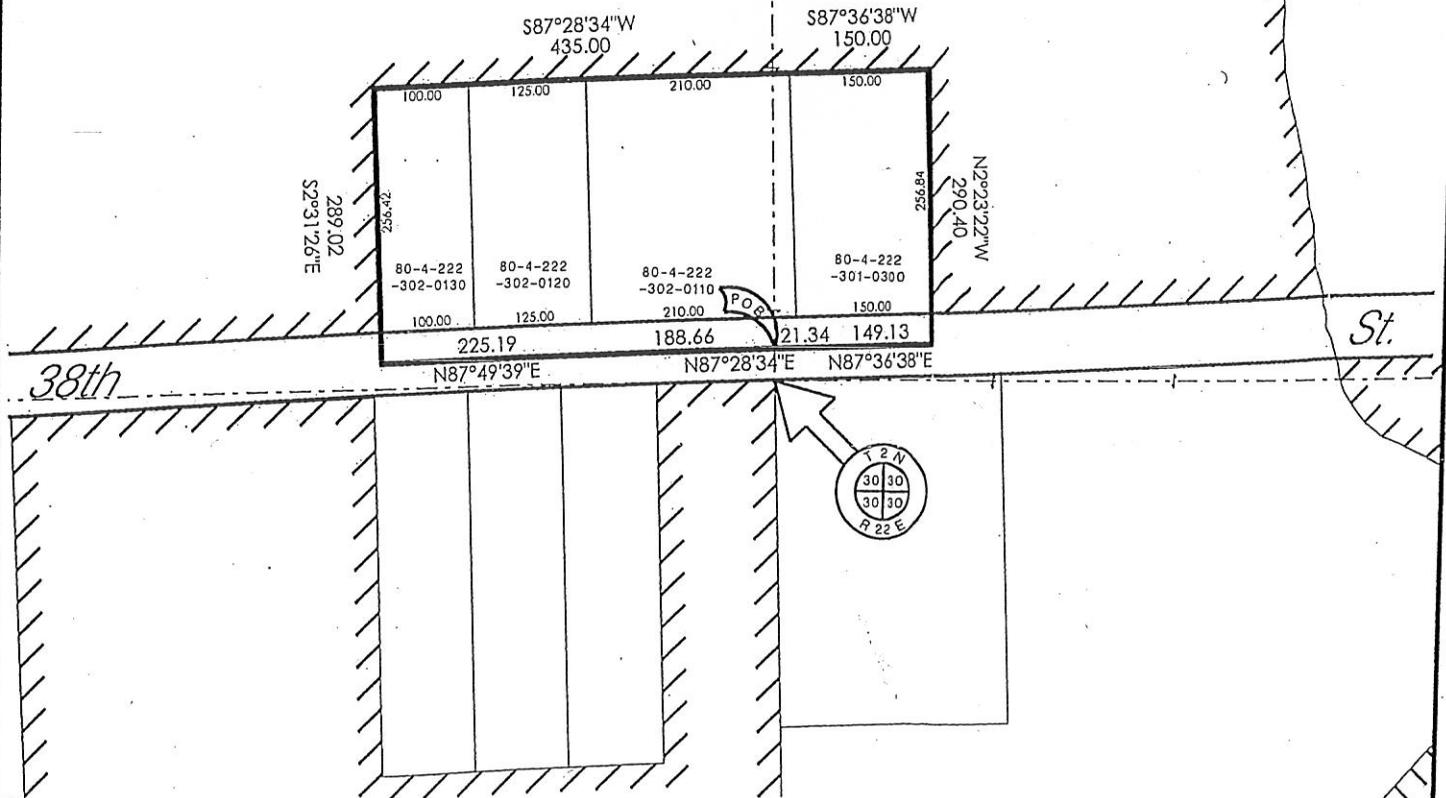
EXHIBIT B

Supplement No. AT1-14

Accompanying Ord. No. _____

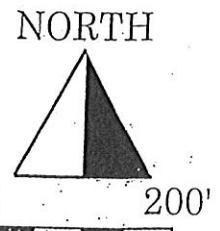
Bearings & Distances are based, in part,
 on CSM #2738

08-222-30-202-001



 Denotes Present Corporate limits, City of Kenosha

 Denotes area to be Attached to the City of Kenosha



City of Kenosha

Zoning District Classification Map Attachment "C"

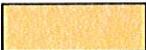
Supplement No. AT1-14

Ordinance No. _____

KTR WIS III LLC petition



Property to be zoned:

-  A-2 Agricultural Land Holding
-  FW Floodway



March 3, 2014 Pg. 46
0 180 360 480 600 Feet

**PETITION OF PROPERTY OWNERS FOR ATTACHMENT
TO THE CITY OF KENOSHA FROM THE TOWN OF SOMERS
PURSUANT TO SECTION 66.0307; WISCONSIN STATUTES,
STATE APPROVED COOPERATIVE PLAN**

The undersigned, constituting all of the owners of certain real property within the Town of Somers, Kenosha County, Wisconsin, petition the Mayor and Common Council of the City of Kenosha, Wisconsin, to attach the territory described below and shown on the attached scale map to the City of Kenosha, Kenosha County, Wisconsin, pursuant to the Section 66.0307 Wisconsin Statutes, State Approved Cooperative Plan.

The current population of the territory to be attached as defined by Section 66.0217(5)(a) of the Wisconsin Statutes is 2.

11410 38th Street (80-4-222-302-0130)
11310 38th Street (80-4-222-302-0110)

11400 38th Street (80-4-222-302-0120)
11222 38th Street (80-4-222-301-0300)

Legal Description:

Part of the Northeast and Northwest Quarters of Section 30, Township 2 North, Range 22 East, of the Fourth Principal Meridian lying and being in the Town of Somers, Kenosha County, Wisconsin and more particularly described as follows:

Commencing at the Southeast corner of said Northwest Quarter; thence North 1°43'46" West along the East line of said Quarter Section, 34.4 feet to a point on the center line of 38th Street and the Point of beginning; thence North 87°28'34" East along said center line 21.335 feet; thence North 87°36'38" East along said center line 149.13 feet to a point on the South line of Certified Survey Map 2738, a CSM of record and on file as document #1714971 in the Kenosha County Register of Deeds office; thence North 2°23'22" West along said CSM 290.4 feet; thence South 87°36'38" West along said CSM 150.0 feet; thence South 87°28'34" West along said CSM 435.0 feet; thence South 2°31'26" East along said CSM 289.02 feet to the center line of 38th Street; thence North 87°49'39" East along said center line 225.19 feet; thence North 87°28'34" East along said center line 188.665 feet to the Point of the Beginning; said lands containing 3.894 acres more or less.

Date

Signature of Petition/Owner

Mailing Address/Phone Number

1/19/14



KTR WIS III LLC

By: KTR Property Trust III, Sole member

300 Barr Harbor Drive, Suite 150

By: John P. DiCola, SVP

Co. Shohocken, PA 19428

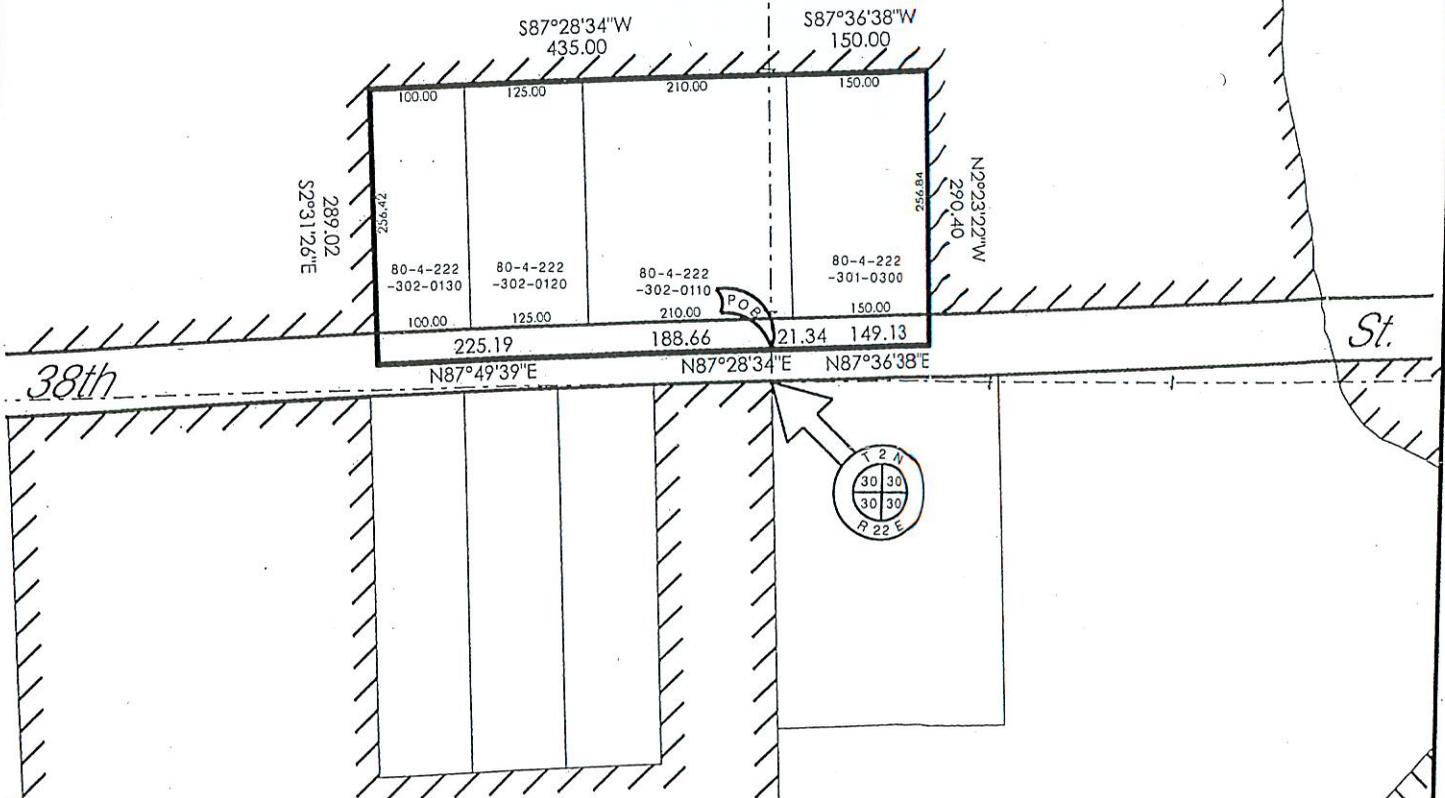
City of Kenosha
District Map
 Attachment Ordinance
KTR Capital Partners

Supplement No. AT1-14

Accompanying Ord. No. _____

Bearings & Distances are based, in part,
 on CSM #2738

08-222-30-202-001



*Denotes Present Corporate limits,
 City of Kenosha*

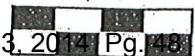


*Denotes area to be Attached
 to the City of Kenosha*

NORTH



0 200'



March 3, 2014 Pg. 48

KTR PROPERTY TRUST III

**INFORMAL ACTION OF BOARD OF TRUSTEES
IN LIEU OF MEETING**

December 19, 2013

The undersigned, being all of the trustees of KTR PROPERTY TRUST III, a Maryland real estate investment trust (the “Trust”), do hereby adopt the following resolutions in lieu of holding a meeting of the board of trustees of the Trust (the “Board of Trustees”):

WHEREAS, the Trust desires for KTR WIS III LLC, a Delaware limited liability company (the “Company”) and a wholly owned subsidiary of the Trust, to (a) acquire certain parcels of real property to be commonly known as 11410 38th Street (80-4-222-302-0130), 11400 38th Street (80-4-222-302-0120), 11310 38th Street (80-4-222-302-0110), and 11222 38th Street (80-4-222-301-0300) in the Town of Somers, Kenosha County, Wisconsin from the current owners (the “Acquisition”) and (b) execute a certain Petition of Property Owners for Attachment (“Attachment Petition”) with the City of Kenosha, and other documents incident thereto, (collectively, the “Transaction Documents”).

WHEREAS, the Board of Trustees deems it advisable and in the interests of the Trust to cause the Company to (i) consummate the Acquisition and (ii) enter into the Transaction Documents.

NOW THEREFORE, BE IT RESOLVED, that the Trust is hereby authorized to enter into the Attachment Petition, and any other instruments as are necessary to effect the closing of the transaction contemplated by the Transaction Documents, and to take all other actions as are necessary in the opinion of the officers of the Trust to effect such closing.

FURTHER RESOLVED, that the John P. DiCola, the senior vice president of the Trust, is hereby authorized to execute and enter into the Attachment Petition and any other instruments as are necessary or advisable for purposes of effecting the closing of the transaction contemplated by the Acquisition and the Transaction Documents, and to take all other actions as are deemed necessary or desirable by the officers of the Trust for purposes of effecting such closing.

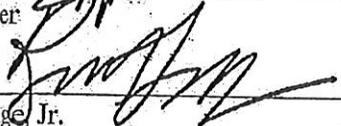
[signature page to follow]

Executed as of the day and year first above written.

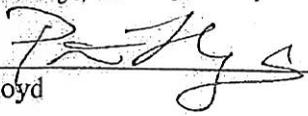
TRUSTEES:



Jeffrey E. Kelter



Robert F. Savage, Jr.



J. Peter Lloyd

Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	February 20, 2014	Item 3
Petition to Rezone properties at 11222, 11310, 11400 and 11410 38th Street from A-2 Agricultural Land Holding District to M-2 Heavy Manufacturing District in conformance with Section 10.02 of the Zoning Ordinance. (KTR WIS III, LLC) (District #16) PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: 11222, 11310, 11400 and 11410 38th Street
 Neighborhood: West Corridor

Vicinity Zoning/Land Use

North: M-2/Distribution Center (under construction) **East:** FW/Floodway
South: A-2, R-2 (County)/Single-Family Residential **West:** M-2/Distribution Center (under construction)

NOTIFICATIONS/PROCEDURES:

The alderperson of the district, Alderperson Downing, has been notified. Property owners within 100 feet of the proposed rezoning were notified. The Common Council is the final review authority.

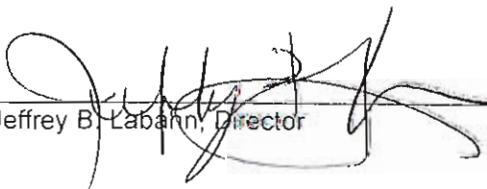
ANALYSIS:

- The owner of the properties, which is the same land owner and developer for Amazon, is requesting to rezone the properties from *A-2 Agricultural Land Holding District* to *M-2 Heavy Manufacturing District*. The properties are currently in the Town of Somers, but an Attachment petition has been filed.
- The purpose of the rezoning is to zone the land in conformance with the adjacent parcel which is currently being developed as the distribution center for Amazon. If rezoned, these parcels would eventually be combined with the parcel to the north.
- Rezoning of the properties to *M-2 Heavy Manufacturing District* is consistent with the adopted *Comprehensive Plan for the City of Kenosha: 2035*, which lists the site as *Industrial*.
- The owner intends to raze the existing residential structures on the site if the rezoning is approved.

RECOMMENDATION:

A recommendation is made to approve the rezoning in accordance with Section 10.05 of the Zoning Ordinance


 Brian R. Wilke, Development Coordinator

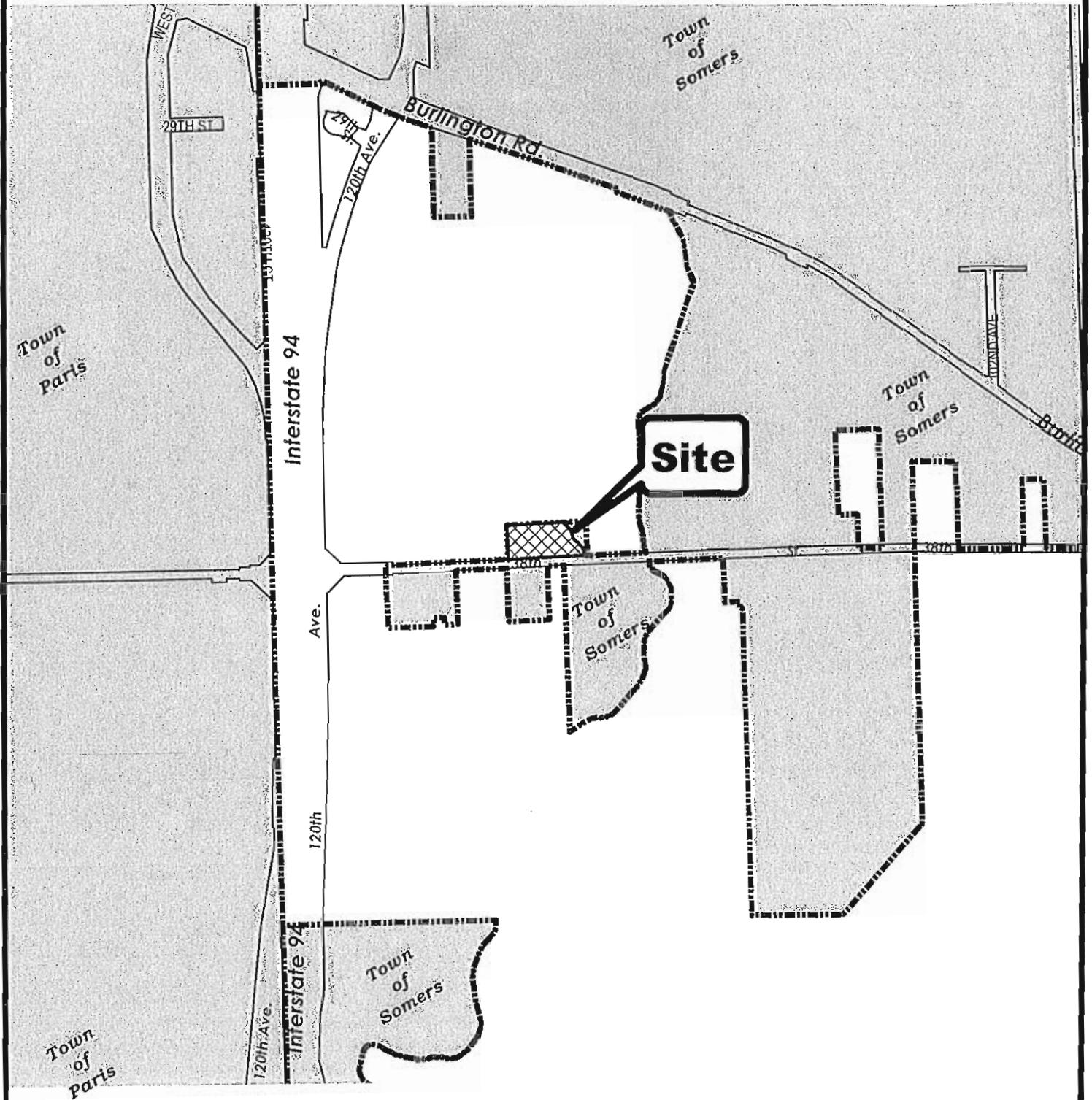

 Jeffrey B. Labahn, Director

\\u2\acct\cp\ckays\1CPC\2014\FEB20\fact-rezone-ktwis.odt

City of Kenosha

Vicinity Map

KTR WIS III LLC rezoning



Property requested to be rezoned



0 250 500 750 1,000 Feet

REZONING ORDINANCE NO. _____

BY: THE MAYOR

To Rezone Properties at 11222, 11310, 11400 and 11410 38th Street from A-2 Agricultural Land Holding District to M-2 Heavy Manufacturing District in Conformance with Section 10.02 of the Zoning Ordinance (KTR WIS III, LLC) (District #16)

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

Section One: That the land shown on the attached Supplement Map No.

Z1-14 be, and the same hereby is, zoned and districted as indicated on said map.

Section Two: The development of the property shall be consistent with the conceptual development plan for the property being rezoned, which plan was submitted by the property owner/developer, considered by the City Plan Commission on the 20th day of February, 2014, and is on file with the Department of Community Development and Inspections as required in Section 10.02 A. of the Zoning Ordinance.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney

City of Kenosha

District Map
Rezoning

Supplement No. 21-14

Ordinance No. _____

KTR WIS III LLC petition



Property requested to be rezoned from:

-  A-2 Agricultural Land Holding to
- M-2 Heavy Manufacturing

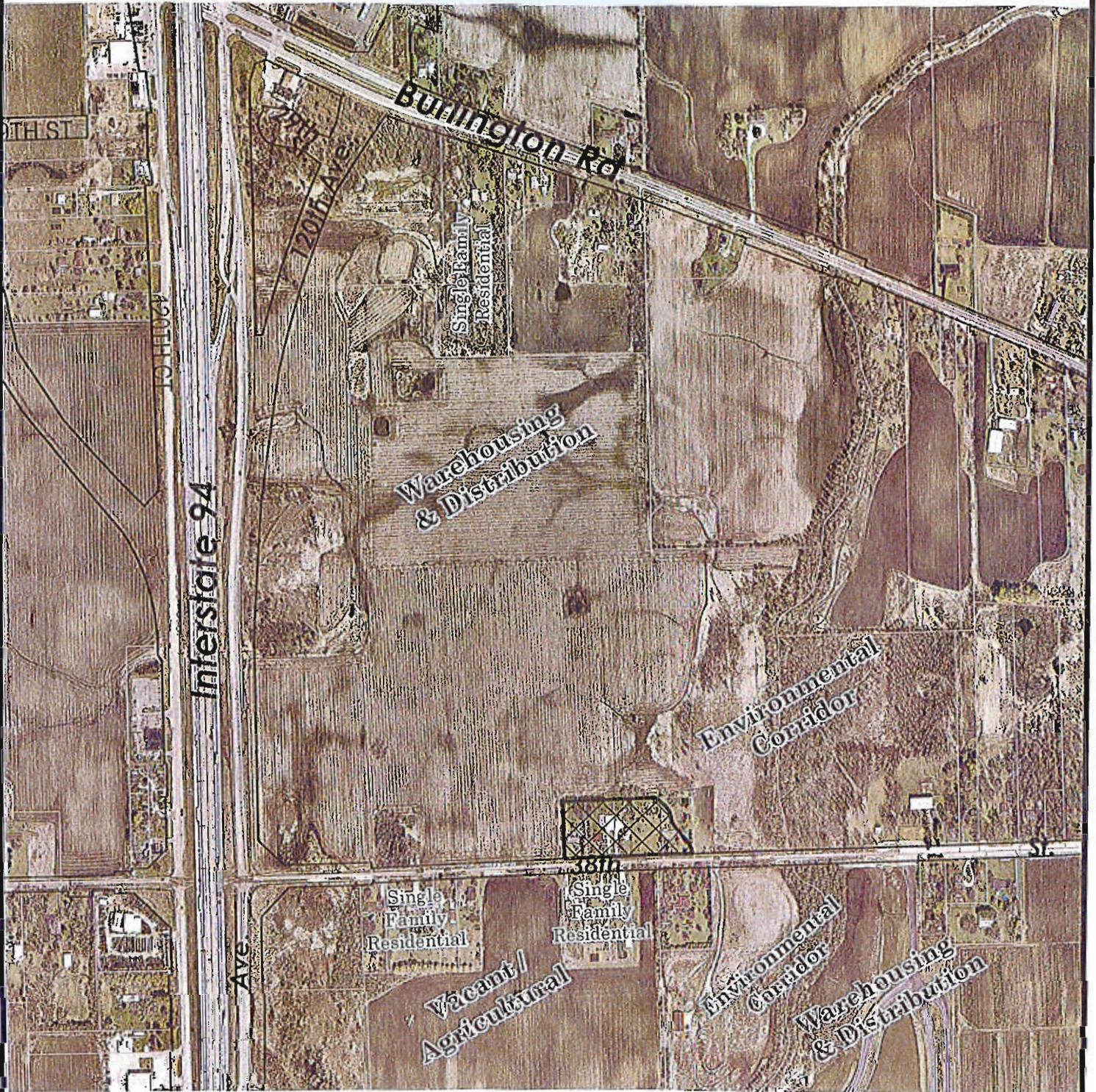


March 3, 2014 Pg. 54 360 450 600 Feet

City of Kenosha

Land Use Map

KTR WIS III LLC Rezoning



Property requested to be rezoned



0 120 240 360 480 600 Feet



January 27, 2014

Mayor Keith Bosman
City of Kenosha
625 52nd Street, Room 300
Kenosha, Wisconsin 53140

RE: Petition for Rezoning – 38th Street Residential Properties

Dear Mayor Bosman and Members of the Common Council:

This is a request to have the parcels listed below rezoned from A-2 to M-2:

11410 38th Street, Parcel Number 80-4-222-302-0130 11400 38th Street, Parcel Number 80-4-222-302-0120
11310 38th Street, Parcel Number 80-4-222-302-0110 11222 38th Street, Parcel Number 80-4-222-301-0300

The purpose of this rezoning is to align the zoning of these parcels with the surrounding parcel which was previously rezoned and is currently being developed as a warehousing/distribution facility. Upon completion of this rezoning, these four parcels will be combined into Lot 1 as depicted on Certified Survey Map No. 2738, recorded in the Office of the Register of Deeds of Kenosha County, Wisconsin on October 31, 2013, as Document No. 1714971.

Enclosed please find the rezoning fee of \$550.00 in the form of a check which is made payable to the City of Kenosha.

I understand that development of the referenced parcels proposed for rezoning is required to be consistent with the conceptual development plans previously submitted.

Please advise me of the date this item will be reviewed by the City Plan Commission. The meeting notice should be sent to me at the address below. Additionally, I can be reached at 212-710-5072 or jzygler@ktrcapital.com if you have questions regarding this petition for rezoning.

Sincerely,

KTR Capital Partners, LP

Jeffrey A. Zygler
Vice President – Development

Agreed and acknowledged:

KTR WIS III LLC
By: KTR Property Trust III, sole member

A. Donald Chase, Jr.
Senior Vice President

Encl.

·Planning & Zoning
·Community Development
262.653.4030
262.653.4045 FAX
Room 308



·Building Inspections
·Property Maintenance
262.653.4263
262.653.4254 FAX
Room 100

DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS

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

Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

February 7, 2014

Notice of Public Hearing

Rezoning of property at 11220, 11310, 11400 and 11410 38th Street (KTR WIS, III, LLC)

The City Plan Commission will hold a public hearing on a petition submitted by KTR WIS III, LLC to rezone the properties located at 11220, 11310, 11400 and 11410 38th Street. The proposed rezoning would amend the zoning on the properties from *A-2 Agricultural Land Holding District* to *M-2 Heavy Manufacturing District*. The rezoning request is to align the zoning of these parcels with the adjacent parcel which is currently being developed as a distribution center.

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

***Thursday, February 20, 2014 at 5:00 p.m.
Municipal Building
625 52nd Street - Room 202
Kenosha, WI 53140***

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

The City Plan Commission will make a recommendation to the Common Council on the zoning petition. The Common Council is tentatively scheduled to hold a public hearing and take final action on this item at their meeting on *Monday, March 17, 2014 at 7:00 p.m. in Room 200 of the Municipal Building.*

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

BW:kas
Enclosure

LEGEND

	RIGHT-OF-WAY
	PROPOSED PAVEMENT
	PROPOSED CONCRETE
	PROPOSED ASPHALT
	PROPOSED GRAVEL
	PROPOSED EARTH
	PROPOSED UTILITY
	PROPOSED STRUCTURE
	PROPOSED FENCING
	PROPOSED SIGN
	PROPOSED LIGHT POLE
	PROPOSED TREE
	PROPOSED PLANTING
	PROPOSED STORMWATER
	PROPOSED EROSION CONTROL
	PROPOSED ACCESS
	PROPOSED EASEMENT
	PROPOSED RIGHT-OF-WAY

SITE DATA

DATE:	1/14/14
PROJECT:	38th St. & East Frontage Rd.
CLIENT:	ONYX
DESIGNER:	Pinnacle Engineering Group
SCALE:	AS SHOWN
PROJECT NO.:	14-001
DRAWN BY:	JL
CHECKED BY:	MS
APPROVED BY:	MS

CAUTION: BURLINGTON ROAD UNDER CONSTRUCTION AT TIME OF SURVEY FLOWORK. CONTRACTOR IS RESPONSIBLE TO VERIFY ALL EXISTING CONDITIONS OF ADJACENT RIGHT-OF-WAY PRIOR TO THE SUBMISSION OF A FINAL SCOPE OF SERVICES.

NOTES

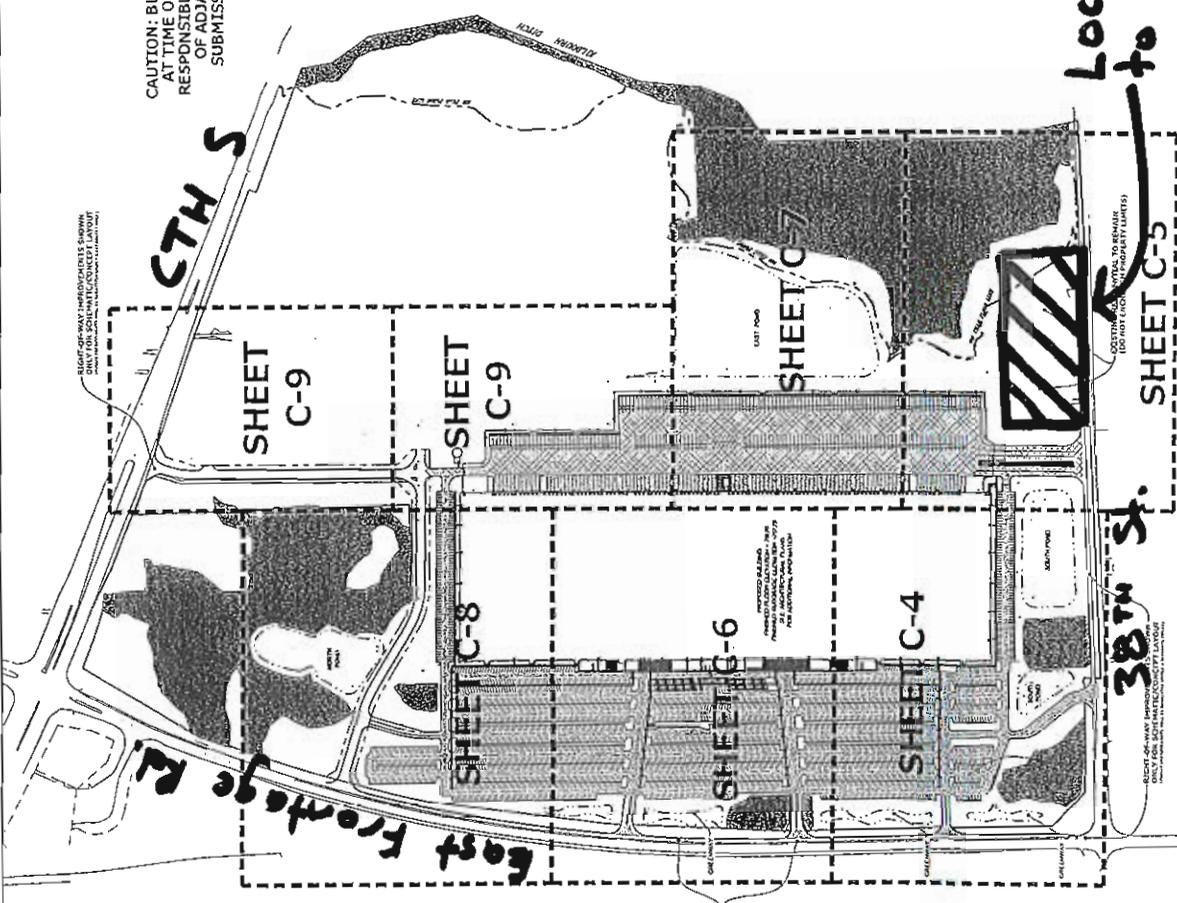
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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28. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
29. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
30. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

EXISTING CONDITIONS SURVEY:

ALL EXISTING CONDITIONS SHOWN ON THIS PLAN ARE BASED ON THE SURVEY CONDUCTED ON 1/14/14. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE SITE TO VERIFY THE EXISTING CONDITIONS SHOWN ON THIS PLAN. THE SURVEYOR IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS SURVEY. THE SURVEYOR IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS SURVEY.

REVISIONS

NO.	DATE	DESCRIPTION



Location of homes to be rezoned.

PINNACLE ENGINEERING GROUP
 1400 W. BROADWAY, SUITE 200, KENOSHA, WI 53140
 TEL: 920.393.8800 FAX: 920.393.8801
 WWW.PINNACLE-ENG.COM

PROJECT ONYX
 KENOSHA, WI

KTR CAPITAL PARTNERS

PLANNING DESIGN DELIVER

SITE DIMENSIONAL & PAVING PLAN

SHEET C-5

SCALE: 1" = 40'

NORTH

ORDINANCE NO. _____

SPONSOR: ALDERPERSON JESSE DOWNING

TO REPEAL SUBSECTION 10.03 D.5. OF THE CODE OF GENERAL ORDINANCES REGARDING MINIMUM AMOUNT OF EMPLOYEES EMPLOYED ON "CLASS A" LICENSED PREMISES

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

Section One: Subsection 10.03 D.5. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER
PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT
FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT
WASTE DIVISION
ROCKY BEDNAR
SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS

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

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

February 7, 2014

To: Rocco LaMacchis, Sr., Chairman,
Public Safety & Welfare Committee

Eric Haugaard, Chairman,
Public Works Committee

Daniel Prozanski Jr, Chairman,
Finance Committee

Jesse Downing, Chairman,
Licensing/Permit Committee

From: Michael M. Lemens, P.E.
Director of Public Works

Subject: Ordinance By the Mayor - To Amend 1.03 A. *(of the Code of General Ordinances for the City of Kenosha)* regarding Order of Business by Renumbering No. 25 "Reports and Recommendations of Boards and Commissions" as No. 14 and Renumbering Items 14 through 24 as Items 15 through 25.

BACKGROUND/ANALYSIS

As a request from the Mayor, the Legal Department has prepared the following Ordinance to Amend Subsection 1.03 A. of the Code of General Ordinances.

RECOMMENDATION

Staff has no recommendation.

ORDINANCE NO. _____

SPONSOR: THE MAYOR

TO AMEND 1.03 A. OF THE CODE OF GENERAL ORDINANCES FOR THE CITY OF KENOSHA REGARDING ORDER OF BUSINESS BY RENUMBERING NO. 25 "REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS" AS NO. 14 AND RENUMBERING ITEMS 14 THROUGH 24 AS ITEMS 15 THROUGH 25.

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

Section One: Paragraph 1.03 A. 25 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed.

Section Two: Paragraphs 1.03 A.14. through 1.03 A.24. of the Code of General Ordinances for the City of Kenosha, Wisconsin, are hereby renumbered as 1.03 A.15 through 1.03 A.25 respectively.

Section Three: Paragraph 1.03 A.14 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is created as follows:

Reports and recommendations of Boards and Commissions.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

ORDINANCE NO. _____

SPONSOR: THE MAYOR

**TO REPEAL AND RECREATE SUBSECTION 14.01 B.1.;
TO REPEAL SUBSECTION 14.01 B.5.; AND TO RENUMBER
SUBSECTION 14.01 B.6. TO 14.01 B.5. OF THE CODE OF
GENERAL ORDINANCES FOR THE CITY OF KENOSHA
REGARDING CAT LICENSING**

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

Section One: Subsection 14.01 B.1. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

B.1. Cat License Required for Cats. Every person who owns, harbors or keeps a cat within the limits of the City of Kenosha, which is more than five (5) months of age on January 1 of any year or which becomes five (5) months of age within the license year, shall annually, on or before the date the cat becomes five (5) months of age, pay to the City Clerk or collecting official his/her cat license fee and obtain a license.

Section Two: Subsection 14.01 B.5. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed.

Section Three: Subsection 14.01 B.6. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby renumbered as 14.01 B.5.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

ORDINANCE NO. _____

SPONSOR: MAYOR

TO REPEAL AND RECREATE SUBSECTION 11.02 A., TO REPEAL, RECREATE, AND RENUMBER 11.02 T. AS PARAGRAPH 11.02 T.1., AND TO CREATE PARAGRAPH 11.02 T.2 OF THE CODE OF GENERAL ORDINANCES FOR THE CITY OF KENOSHA REGARDING THE REGULATION OF BOW AND ARROW AND CROSSBOW HUNTING, AND TO REPEAL AND RECREATE SUBSECTION 11.06 D. OF THE CODE OF GENERAL ORDINANCES FOR THE CITY OF KENOSHA REGARDING CONCEALED CARRYING OF OTHER WEAPONS PURSUANT TO A VALID LICENSE

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

Section One: Subsection 11.02 A. of the Code of General Ordinances for the

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

A. Firearms. Discharge or cause the discharge of any missile from any firearm, B.B. gun, pellet gun, paintball gun, slingshot, bow and arrow, when said bow has a pull of 30 pounds pressure or more, or, other dangerous weapon within the limits of the City, except at gun clubs, rifle ranges, archery ranges or shooting galleries. This Section ~~does~~ shall not apply to firearms used by law enforcement officers or to hunting by bow and arrow or by crossbow, pursuant to the regulation of Paragraph 11.02 T. 2 of these Ordinances.

Section Two: Subsection 11.02 T. of the Code of General Ordinances for the

City of Kenosha, Wisconsin, is hereby repealed, recreated, and renumbered as paragraph 11.02 T. 1.

follows:

T.1. Hunting. Carry or have under his control any pistol, gun, or other firearm, for the purpose of hunting unless said firearm is unloaded, knocked down or enclosed in a suitable container. Subject to the exception in Subparagraph 11.02 T.2, This Ordinance shall be deemed to prohibit hunting within the City of Kenosha.

Section Three: Paragraph 11.02 T. 2. of the Code of General Ordinances for

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

2. Shooting or Discharging a Bow and Arrow or Crossbow.

a. Subject to the regulations of this subparagraph 2., a person may hunt in the City of

Kenosha while using a bow and arrow or crossbow.

b. It shall be unlawful for a person to hunt with a bow and arrow or crossbow within a distance of one hundred (100) yards from a building located on another person's land. This restriction shall not apply if the person who owns the land on which the building is located allows the hunter to hunt with a bow and arrow or crossbow within the specified distance of the building. "Building" for purposes of this subparagraph 2 means a permanent structure used for human occupancy and includes a manufactured home, as defined in § 101.91 (2), Wisconsin Statutes.

c. A person who hunts with a bow and arrow or crossbow shall discharge the arrow or bolt from the weapon toward the ground.

d. No person may discharge an arrow with any bow or similar device or bolt from a crossbow where the arrow or bolt may endanger the life, limb or property of another or will traverse any part of any street, alley, public grounds or parks.

Section Four: Subsection 11.06 D. of the Code of General Ordinances for the

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

D. Carrying Concealed Weapons. No person shall wear under his clothes, or conceal about his person, or display in a threatening manner any dangerous weapon, including, but not by the way of limitations any pistol, revolver, shuriken (throwing star), sling shot, bow and arrow, BB gun, pellet gun, pea shooter, knuckles of brass, lead or metal, or any bowie knife or any knife resembling a bowie knife, or any knife with a switchblade or devices whereby the blade or blades can be opened by a flick of a button, pressure on the handle, other mechanical contrivance, or by gravity or by a thrust or movement, unless such actions are permitted pursuant to § 175.60, Wisconsin Statutes.

Section Five: This Ordinance shall become effective upon passage and

publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:

OR 11.02_11.06 Bowhunting.012114

2

EDWARD R. ANTARAMIAN
City Attorney

Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	February 6, 2014	Item 3
By Alderperson Jesse Downing - To Repeal and Recreate Subsection 8.04 A.4; and to Amend Subsection 8.04 F. of the Zoning Ordinance for the City of Kenosha, Wisconsin regarding Certificates of Occupancy. PUBLIC HEARING			

LOCATION/SURROUNDINGS:

City-Wide

NOTIFICATIONS/PROCEDURES:

The Common Council is the final review authority.

ANALYSIS:

- The Zoning Ordinance currently includes a provision stating a business that opens without a valid Occupancy Permit from the City must pay five (5) times the standard permit fee upon obtaining an Occupancy Permit.
- On January 23, 2014, the City Plan Commission reviewed a Zoning Ordinance Amendment that would waive the penalty fee for a new business that occupies a space without an Occupancy Permit if that new business is identical or substantially similar to the previous business. The City Plan Commission had some concerns that the penalty fee should not be completely waived and suggested a two (2) times fee as a penalty. The item was deferred to allow Staff the time to modify the Ordinance language.
- The attached Zoning Ordinance Amendment would change the penalty fee for a new business that occupies a space without an Occupancy Permit, if that new business is identical or substantially similar to the previous business to a two (2) times fee.

For example, if a McDonald's is occupying a space, then the space becomes a Burger King under new ownership, the new owner must obtain an Occupancy Permit.

If the Burger King fails to obtain an Occupancy Permit, this Amendment would still require them to obtain an Occupancy Permit, but the five (5)times penalty fee would be reduced to a two (2) times penalty fee.

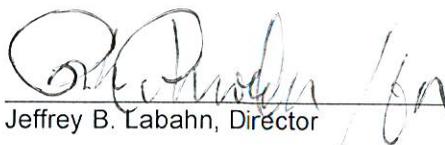
- At the previous meeting, Alderperson Kennedy requested information on how many times the five (5) times fee was assessed. That information is covering the last five (5) years is attached.

RECOMMENDATION:

For Commission review and recommendation.



Brian R. Wilke, Development Coordinator



Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2014/FEB6/fact-zo-804A4-occupancy.odt

ZONING ORDINANCE____

1/23/14 Proposed Change by CPC

BY: ALDERPERSON JESSE DOWNING

TO REPEAL AND RECREATE SUBSECTION 8.04 A.4.; AND TO AMEND SUBSECTION 8.04 F. OF THE ZONING ORDINANCE FOR THE CITY OF KENOSHA, WISCONSIN REGARDING CERTIFICATES OF OCCUPANCY.

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

Section One: Subsection 8.04 A.4. of the Zoning Ordinance of the City of

Kenosha, Wisconsin is hereby repealed and recreated as follows:

4. A building, or portion thereof located in the B-1, B-2, ~~or B-3,~~ or B-4 Business District, or in the M-1 or M-2 Manufacturing District, or IP Institutional Park District, which is not used for residential purposes and is subject to a new occupancy, whether owner or tenant.

Section Two: Subsection 8.04 F. of the Zoning Ordinance of the City of

Kenosha, Wisconsin is hereby repealed and recreated as follows:

F. Permit Fees. Should an application be made for a Certificate of Occupancy or a Temporary Certificate of Occupancy for a building following occupancy of such building without any such certificate, then the permit fee shall be five (5) times the standard permit fee. Notwithstanding the above, only a ~~The five (5)~~ two (2) times fee shall ~~not~~ apply to a request for a Certificate of Occupancy submitted for compliance with Subsection 8.04 A.4. of this Ordinance where said change in owner or tenant results in a substantially similar use as the previous owner or tenant. "Substantially similar use as the previous owner or tenant" for purposes of this subsection means a use that has the same use classification as the use of the previous owner or tenant. "Use classification" for purposes of this subsection means one of the separate, itemized classifications of use listed as a permitted use, permitted accessory use, or conditional use in a particular zoning district.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

Penalties assessed on Business Occupancy Permits

<u>Year</u>	<u>Number of Occurrences</u>
2009	1
2010	9
2011	15
2012	3
2013	5
<u>2014</u>	<u>2</u>
Total	35

RESOLUTION NO. _____

By: the Mayor

RESOLUTION AWARDING THE SALE OF
\$4,930,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014

WHEREAS, on February 19, 2014, the Common Council of the City of Kenosha, Kenosha County, Wisconsin (the "City") adopted a resolution authorizing the issuance of general obligation refunding bonds pursuant to Section 67.04 of the Wisconsin Statutes (the "Bonds") in such principal amount as will provide proceeds sufficient to refund the 2015 maturity of the City's General Obligation Promissory Notes, Series 2005A, dated April 5, 2005 (the "Refunded Obligations") (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding");

WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City to refund the Refunded Obligations for the purpose of achieving debt service cost savings; and

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to sell the Bonds to Piper Jaffray & Co. (the "Purchaser"), pursuant to the terms and conditions of its bond purchase proposal attached hereto as Exhibit A and incorporated herein by this reference (the "Proposal").

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Sale of the Bonds. For the purpose of paying the cost of the Refunding, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of FOUR MILLION NINE HUNDRED THIRTY THOUSAND DOLLARS (\$4,930,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted, and the Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. To evidence the obligation of the City, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, the Bonds aggregating the principal amount of FOUR MILLION NINE HUNDRED THIRTY THOUSAND DOLLARS (\$4,930,000) for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Refunding Bonds, Series 2014"; shall be issued in the aggregate principal amount of \$4,930,000; shall be dated April 1, 2014; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rate per annum and mature on April 1, 2015 as set forth on the Pricing Summary attached hereto as Exhibit B-1 and incorporated herein by this reference. Interest is payable semi-annually on April 1 and October 1 of each year commencing on October 1, 2014. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit B-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds shall not be subject to optional redemption.

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit C and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the year 2014 for the payments due in the years 2014 and 2015 in the amount set forth on the Schedule. The amount of tax levied in the year 2014 shall be the total amount of debt service due on the Bonds in the years 2014 and 2015; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of principal of or interest on the Bonds in the year 2014.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

(D) Appropriation. The City hereby appropriates from amounts levied to pay debt service on the Refunded Obligations or other funds of the City on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay the interest on the Bonds coming due on October 1, 2014 as set forth on the Schedule.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for \$4,930,000 General Obligation Refunding Bonds, Series 2014, dated April 1, 2014" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. The City Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purpose for which borrowed or for the payment of the principal of and the interest on the Bonds. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose for which the Bonds have been issued has been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Bonds and by the Refunded Obligations and the ownership, management and use of the projects will not cause the Bonds or the Refunded Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts

for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 11. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by the City Clerk or City Treasurer (the "Fiscal Agent").

Section 12. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 13. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the City and on file in the City Clerk's office.

Section 15. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or Official Statement. The City Clerk shall cause copies of the

Preliminary Official Statement and any addenda or Official Statement to be distributed to the Purchaser.

Section 16. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 17. Redemption of the Refunded Obligations. The Refunded Obligations are hereby called for prior payment and redemption on April 3, 2014 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the City Clerk to work with the Purchaser to cause timely notice of redemption, in substantially the form attached hereto as Exhibit D and incorporated herein by this reference (the "Notice"), to be provided at the times, to the parties and in the manner set forth on the Notice. All actions heretofore taken by the officers and agents of the City to effectuate the redemption of the Refunded Obligations are hereby ratified and approved.

Section 18. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted this 3rd day of March, 2014.

Attest: _____, City Clerk
Debra Salas

Dated: March 3, 2014

Approved: _____, Mayor
Keith G. Bosman

DRAFT

EXHIBIT A

Bond Purchase Proposal

To be provided by Piper Jaffray & Co. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B-1

Pricing Summary

To be provided by Piper Jaffray & Co. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Piper Jaffray & Co. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

(Form of Bond)

REGISTERED	UNITED STATES OF AMERICA	DOLLARS
	STATE OF WISCONSIN	
	KENOSHA COUNTY	
NO. R-___	CITY OF KENOSHA	\$_____
	GENERAL OBLIGATION REFUNDING BOND, SERIES 2014	

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
April 1, 2015	April 1, 2014	____%	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$_____)

FOR VALUE RECEIVED, the City of Kenosha, Kenosha County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable semi-annually on April 1 and October 1 of each year commencing on October 1, 2014 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the City Clerk or City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$4,930,000, all of which are of like tenor, except as to denomination, issued by the City pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the public purpose of refunding certain outstanding obligations of the City, all as authorized by resolutions of the Common Council duly adopted by said governing body at meetings held on February 19, 2014 and March 3, 2014. Said resolutions are recorded in the official minutes of the Common Council for said dates.

This Bond is not subject to optional redemption.

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; that the aggregate indebtedness of the City, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds after the Record Date. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Kenosha, Kenosha County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF KENOSHA,
KENOSHA COUNTY, WISCONSIN

By: _____
Keith G. Bosman
Mayor

(SEAL)

By: _____
Debra Salas
City Clerk

DRAFT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

EXHIBIT D

NOTICE OF FULL CALL*

Regarding

CITY OF KENOSHA
KENOSHA COUNTY, WISCONSIN
GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2005A
DATED APRIL 5, 2005

NOTICE IS HEREBY GIVEN that the Notes of the above-referenced issue which mature on the date and in the amount; bear interest at the rate; and have the CUSIP No. as set forth below have been called by the City for prior payment on April 3, 2014 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
04/01/2015	\$4,980,000	5.00%	489818G99

The City shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before April 3, 2014.

Said Notes will cease to bear interest on April 3, 2014.

By Order of the
Common Council
City of Kenosha
City Clerk

Dated _____

* To be provided by registered or certified mail, overnight express delivery, or facsimile transmission, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days prior to April 3, 2014 and to the MSRB. Notice shall also be provided to Financial Security Assurance Inc., or any successor, the bond insurer of the Notes.

In addition, if the Notes are subject to the continuing disclosure requirements of SEC Rule 15c2-12 effective July 3, 1995, this Notice should be filed electronically with the MSRB through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.

Resolution No. _____

By: the Mayor

INITIAL RESOLUTION AUTHORIZING THE BORROWING OF NOT TO EXCEED \$5,520,000 TO FINANCE PROJECTS IN TAX INCREMENTAL DISTRICT NO. 16; PROVIDING FOR THE ISSUANCE OF TAXABLE GENERAL OBLIGATION PROMISSORY NOTES THEREFOR; AND LEVYING A TAX IN CONNECTION THEREWITH

BE IT RESOLVED by the Common Council of the City of Kenosha, Kenosha County, Wisconsin (the "City") that there shall be issued, pursuant to Section 67.12 (12), Wisconsin Statutes, taxable general obligation promissory notes (the "Notes") in an amount not to exceed \$5,520,000 for the public purpose of financing a development grant and other project costs of the City's Tax Incremental District No. 16; and there shall be levied on all the taxable property of the City a direct, annual, irrevocable tax sufficient to pay the interest on said Notes as it becomes due, and also to pay and discharge the principal thereof within ten years of the date of issuance of the Notes.

Adopted this 3rd day of March, 2014.

Attest: _____, City Clerk
Debra Salas

Approved: _____, Mayor
Keith G. Bosman

Dated: March 3, 2014

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**To Impose a Special Charge on Certain
Parcels of Property
for Boarding and Securing**

BE IT RESOLVED, that special charges for boarding and securing during 2013 - 2014, in the total amount of **\$1,858.93**, be levied against the respective parcels of property as shown by a report of the Department of Community Development and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2014

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, City Clerk-Treasurer
Debra L. Salas

Drafted by:
Department of Community Development and Inspections

/saz

Parcel #:05-123-06-134-026**6341 12ND AVE**

Owner of Record
 6341 12TH AVE LLC
 6341 12TH AVE
 KENOSHA, WI 53143

Admin. Fee	Charge	Total
100.00	180.24	280.24

Parcel #:05-123-06-205-005**1605 61ST ST**

Owner of Record
 TRUSTONE FINANCIAL FEDERAL CU
 14601 27TH AVE #104
 PLYMOUTH, MN 55447

Admin. Fee	Charge	Total
100.00	126.36	226.36

Parcel #:08-222-34-341-062**7002 53RD ST**

Owner of Record
 WELLS FARGO BANK NA
 3476 STATEVIEW BLVD
 FORT MILL, SC 29715

Admin. Fee	Charge	Total
100.00	78.00	178.00

Parcel #:09-222-36-476-002**5503 23RD AVE**

Owner of Record
 FRED L & VICKI S SCHULTZ
 2208 54TH ST LOWER
 KENOSHA, WI 53140-3532

Admin. Fee	Charge	Total
100.00	160.00	260.00

Parcel #:12-223-31-276-001**1323 50TH ST**

Owner of Record
 DANIEL M ZIZZO SR
 2914 35TH ST
 KENOSHA, WI 53140

Admin. Fee	Charge	Total
100.00	398.33	498.33

Parcel #:12-223-31-387-006**1341 57TH ST**

Owner of Record
 J&N ASSETS LLC
 23373 98TH ST
 SALEM, WI 53168

Admin. Fee	Charge	Total
100.00	156.00	256.00

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

5706 8TH AVE

Owner of Record

ANDREA Z CHRISTENSEN
5607 13TH AVE
KENOSHA, WI 53140

Admin. Fee
100.00

Charge
60.00

Total
160.00

RESOLUTION TOTAL

1,858.93

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**To Impose a Special Charge on Certain
Parcels of Property for
Property Maintenance Reinspection Fees**

BE IT RESOLVED, that special charges for reinspection fees during 2013 - 2014, in the total amount of **\$1,896.00**, be levied against the respective parcels of property as shown by a report of the Department of Community Development and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2014

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, City Clerk-Treasurer
Debra L. Salas

Drafted by:
Department of Community Development and Inspections

/saz

Parcel #:04-122-12-237-009**7733 36TH AVE****Owner of Record**LORI K LIENAU
7733 36TH AVE
KENOSHA, WI 53142Admin. Fee
100.00Charge
360.00Total
460.00

Parcel #:09-222-36-483-023**5710 22ND AVE****Owner of Record**JONATHAN R TUTLEWSKI
7629 50TH AVE
KENOSHA, WI 53142Admin. Fee
100.00Charge
72.00Total
172.00

Parcel #:10-223-19-278-029**2014 17TH AVE****Owner of Record**SHIRLEY E MESSING
PO BOX 398
KENOSHA, WI 53141-0398Admin. Fee
100.00Charge
72.00Total
172.00

Parcel #:11-223-30-481-008**4324 6TH AVE****Owner of Record**ANTHONY G & ELIZABETH T GARZA
8604 2ND AVE
PLEASANT PRAIRIE, WI 53158Admin. Fee
100.00Charge
360.00Total
460.00

Parcel #:12-223-31-255-014**5130 21ST AVE****Owner of Record**BANK OF NEW YORK MELLON
1661 WORTHINGTON RD, STE 100
WEST PALM BEACH, FL 33409Admin. Fee
100.00Charge
360.00Total
460.00

Parcel #:12-223-31-334-001**5506 19TH AVE****Owner of Record**GLOBUS HOLDING CORPORATION
8170 214TH AVE
BRISTOL, WI 53104Admin. Fee
100.00Charge
72.00Total
172.00

RESOLUTION TOTAL

1,896.00

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**To Impose a Special Charge on Certain
Parcels of Property for
Building & Zoning Reinspection Fees**

BE IT RESOLVED, that special charges for reinspection fees during 2013, in the total amount of \$1,390.00, be levied against the respective parcels of property as shown by a report of the Department of Community Development and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2014

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, City Clerk-Treasurer
Debra L. Salas

Drafted by:
Department of Community Development and Inspections

/saz

Parcel #:03-122-06-102-026**10834 61ST ST****Owner of Record**JON & JEANNE CASADONT
6053 109TH AVE

KENOSHA, WI 53142

Admin. Fee

100.00

Charge

180.00

Total

280.00

REINSPECTION FEE - ILLEGAL FENCE
#157278**Parcel #:03-122-06-102-026****10834 61ST ST****Owner of Record**JON & JEANNE CASADONT
6053 109TH AVE

KENOSHA, WI 53142

Admin. Fee

100.00

Charge

360.00

Total

460.00

REINSPECTION FEE - ILLEGAL FENCE
#157363**Parcel #:03-122-06-102-026****10834 61ST ST****Owner of Record**JON & JEANNE CASADONT
6053 109TH AVE

KENOSHA, WI 53142

Admin. Fee

100.00

Charge

360.00

Total

460.00

REINSPECTION FEE - ILLEGAL FENCE
#157441**Parcel #:03-122-06-102-026****10834 61ST ST****Owner of Record**JON & JEANNE CASADONT
6053 109TH AVE

KENOSHA, WI 53142

Admin. Fee

100.00

Charge

90.00

Total

190.00

REINSPECTION FEE - ILLEGAL FENCE
#157189**RESOLUTION TOTAL****1,390.00**



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR.
SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS

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

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

February 21, 2014

To: Rocco L. LaMacchia, Sr., Chairman
Public Safety & Welfare Committee

From: Michael M. Lemens, P.E.
Director of Public Works

Subject: Resolution by Alderperson David F. Bogdala - To Recognize the Month of April as National Live.Love.Donate. Month in the City of Kenosha.



BACKGROUND INFORMATION

Staff received this request from the Legal Department for a Resolution by Alderperson Bogdala which was referred to Public Safety and Welfare at the Common Council meeting on February 19, 2014.

RECOMMENDATION

Staff has no recommendation.

MML/dh

RESOLUTION _____

SPONSOR: ALDERPERSON DAVID F. BOGDALA

**TO RECOGNIZE THE MONTH OF APRIL AS NATIONAL
LIVE.LOVE.DONATE. MONTH IN THE CITY OF KENOSHA**

WHEREAS, organ transplantation has become an accepted medical treatment for end-stage organ failure; and

WHEREAS, bone marrow and umbilical cord transplant is successful for treatment of leukemias, lymphomas, and certain myelomas, for severe aplastic anemia and other marrow failure states, for diseases such as sickle cell disease and thalassemia, and for inherited immune system disorders and metabolic disorders; and

WHEREAS, other life-preserving and life-enhancing tissue transplantation include corneal transplantation and skin grafts; and

WHEREAS, in 2012, 28,051 people received organ transplants; and

WHEREAS, statistics reported on the U.S. Government Information on Organ and Tissue Donation and Transplantation website demonstrate that as of May 4, 2009, the percentage of recipients who were still living five years after their transplant of kidneys was 69.3%, after their transplant of the heart was 74.9%, after their transplant of the liver was 73.8%, and after their transplant of lungs was 54.4%; and

WHEREAS, on average, each day, seventy-nine people receive organ transplants, but another eighteen people die waiting for transplants that cannot take place because of the shortage of donated organs; and

WHEREAS, as reported by the United States Department of Health and Human Services' Organ Procurement and Transplantation Network website, on January 17, 2014, there were 77,037 candidates on the active waiting list for life-saving organs; and

WHEREAS, the number of candidates waiting continues to dwarf the number of donor organs available; and

WHEREAS, the recruitment of donors requires outreach efforts to educate the public as to the efficacy of the procedures and need for donors; and

WHEREAS, there are local public-awareness associations such as the student organization at Carthage College called “Live. Love. Donate.” that has its stated purpose “to raise awareness about organ and tissue donation, promote registration, and inform the college and the community about the importance of donating” and to provide cash donations to Donate Life America, Gift of Hope, as well as Wisconsin organ donor awareness organizations, and local transplant and dialysis centers.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council for the City of Kenosha, Wisconsin, that the month of April 2014 is designated “Donate Life Month” in the City of Kenosha.

BE IT FURTHER RESOLVED that the Common Council extends its appreciation to organizations such as “Live. Love. Donate.” that promote awareness of the need for organ and tissue donors.

Adopted this _____ day of _____, 2014.

ATTEST: _____
Debra Salas, City Clerk/Treasurer

APPROVED: _____
Keith G. Bosman, Mayor

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	February 20, 2014	Item 5
Approval of an Easement with WE Energies through Red Arrow Park for providing service to 1803 83rd Street. (First Presbyterian Church of Kenosha) (District #12) PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: Red Arrow Park and 1803 83rd Street

NOTIFICATIONS/PROCEDURES:

The alderperson of the district, Alderperson Bostrom, has been notified. This item will also be forwarded to the Parks Commission before final review by the Common Council.

ANALYSIS:

- The Park Commission has recommended approval of the Easement.
- The Easement is being requested to provide three-phase service to the First Presbyterian Church. The service is to be installed underground. Additional information on the request is attached.

RECOMMENDATION:

A recommendation is made to approve the Easement.

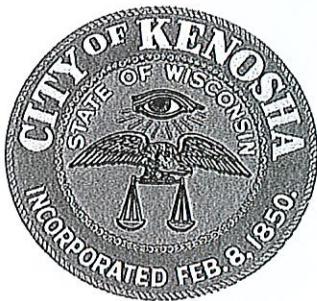


Rich Schroeder, Deputy Director



Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2014/FEB20/fact-ease-church.odt



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR.
SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS

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

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

February 7, 2014

To: Michael Orth, Chairman
Park Commission

From: Michael M. Lemens, P.E.
Director of Public Works

Cc: Steve Bostrom
District 12

Subject: *Approval of Easement with WeEnergies through Red Arrow Park for providing service to 1803 83rd Street (First Presbyterian Church of Kenosha)*

BACKGROUND INFORMATION

WeEnergies and First Presbyterian Church are requesting an easement through Red Arrow Park to provide a 3 Phase Service to their addition. Attached is the agreement as provided to staff by WeEnergies and email from Lydia Spottswood (Chair of Building and Grounds Team for First Presbyterian Church of Kenosha).

RECOMMENDATION

Approve Easement agreement between the City of Kenosha and WeEnergies (Wisconsin Electric Power Company)

Mr. Mike Lemens
Director, Public Works Dept.
City of Kenosha

Dear Mr. Lemens,

Thank you for getting back to me re: WE-Energies request for easement through Red Arrow Park to provide 3 phase power to First Presbyterian Church of Kenosha. This request has been made to enable us to proceed necessary modernization of our electric service in the context of an expansion of our Church's facilities.

WE-Energies has explained to us that their recommended approach would entail 250 ft. of buried 3 phase primary service through Red Arrow Park [as shown in their diagram, attached]. Their best alternative recommendation would be a "1200 ft. extension of 3 phase primary down 83rd Street. This would require some poles to be replaced to accommodate the 3 phase, plus tree trimming". The 83rd Street alternative would nearly quadruple the price that would be billed to our Church, from the \$8,000+ we currently anticipate if this easement request is granted. Such an increase would have a significant impact on an building addition that has already been permitted by the City and is currently in construction.

I have copied both Tracy Zweibel [Right of Way Agent] and Linda Schreier of WE-Energies on this email because they would be best able to answer any questions you may have regarding the pricing impact on our church if this easement request is not approved by the City of Kenosha.

Thank you for clarifying the review process for us which we understand will entail hearings before the Parks and City Plan Commissions, as well as the Common Council. As soon as you can provide us with the dates of those hearings we will schedule representatives from First Presbyterian Church to be available for questions that might be posed by Parks and Plan Commissioners and members of the Common Council.

Warmest regards,
Lydia Spottswood Chair, Building and Grounds Team
First Presbyterian Church of Kenosha
652 9902

**DISTRIBUTION EASEMENT
OVERHEAD/UNDERGROUND**

Document Number

WR NO. 3534465

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CITY OF KENOSHA**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY**, a Wisconsin corporation doing business as **We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as a strip of land 12 feet in width being a part of the grantor's premises described as **Outlot C, Highland Park Subdivison Unit No. 1**; said premises being located in the **Southwest ¼ of Section 7, Town 1 North, Range 23 East**, City of Kenosha, Kenosha County, Wisconsin.

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM A252
PO BOX 2046
MILWAUKEE, WI 53201-2046

06-123-07-351-034
(Parcel Identification Number)

1. **Purpose:** The purpose of this easement is to install, operate, maintain, repair, replace and extend overhead and underground utility facilities including: one (1) pole along with the associated wires and riser equipment, conduit and cables, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
2. **Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to the initial installation of said facilities or any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

Grantor:

CITY OF KENOSHA

By: _____

(Print name and title): _____

By: _____

(Print name and title): _____

Acknowledged before me in _____ County, State of Wisconsin, on _____, 201____,
by _____, the _____,
and by _____, the _____.
of the CITY OF KENOSHA, for the municipal corporation.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

This instrument was drafted by Tracy Zwiebel on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.



Northeast Corner
Outlot C
Highland Park Subdivision
Unit No.1

P.O.B.

46.73'

WEST

184.93'

C/L 12'

Outlot C
Highland Park Subdivision
Unit No.1

----- = C/L 12' wide We-Energies Easement

EXHIBIT "A"

we energies



S.W. 1/4 Sec. 7-1-23
City of Kenosha
Kenosha County, WI

DRAWN BY: T. Turner

DATE: 12/12/13

WR NUMBER: 3534465

REVISIONS: _____

WORK REQUEST NO.
KR 3534465 80



WB Energies

CITY/TOWN/VILLAGE: **C/ KENDOSH**

NAME: **First Presbyterian Church**

LOCATION: **1903 83 ST**

REASON: **INSTALL 800A 208Y/120V DB SERVICE**

PREP BY: **DAVE SATTLER**
CST. OFFICE: **262-552-3280**
CELL PHONE: **262-210-1721**

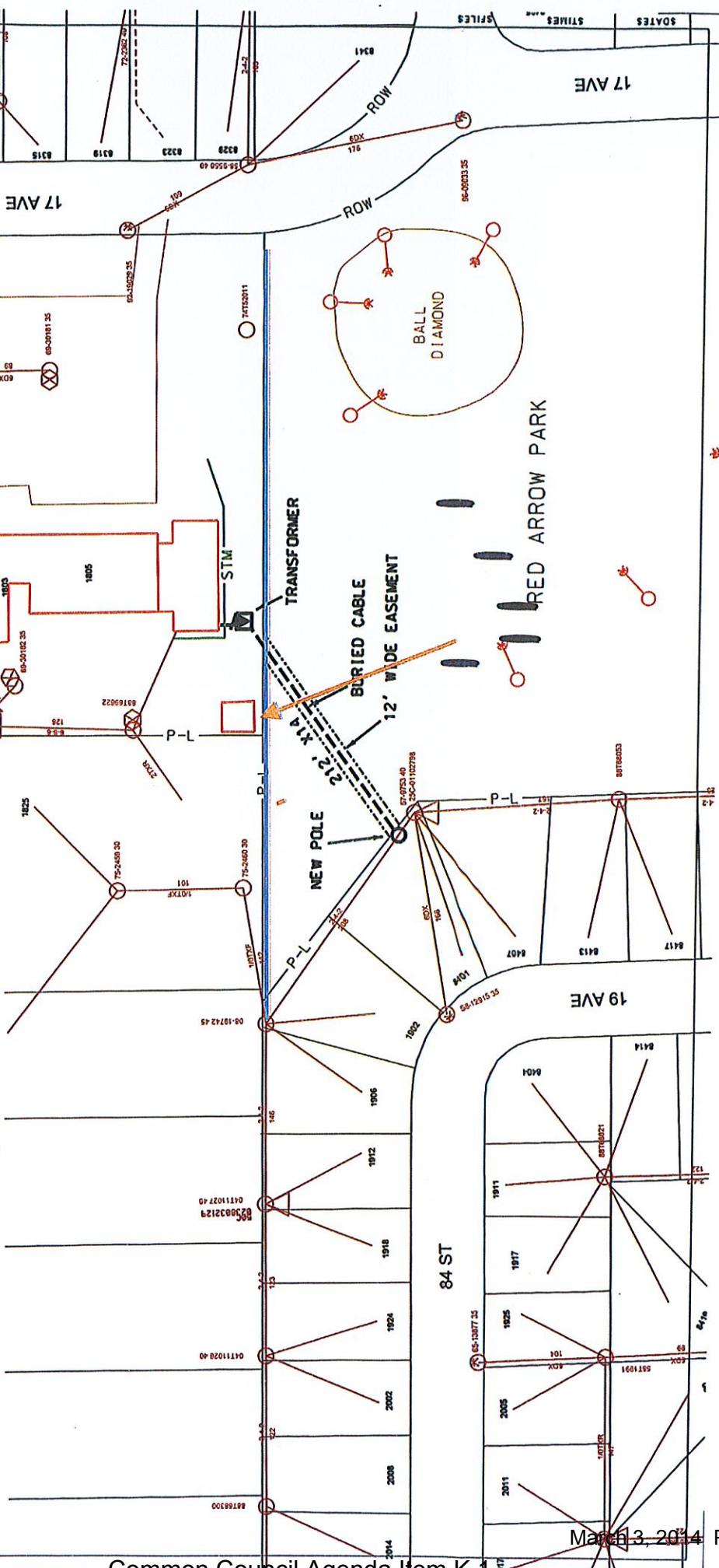
DATE: **11-12-13**
APPROVED:
TEL. JOINT USE CONST #: **PENDING**
CATV JOINT USE CONST #: **PENDING**
OPERATING MAP # (PR): **4302-7112-02**
FEEDER / LINE #: **X12362**

Quarter Section: 0123E 07SW

PROJECT ID: _____ ID # **5445** CGS # _____
PREMISE ID: _____ REVISED: _____

SUPERSEDING SUPPLEMENTARY TO:

STAKING STAKED LOCATE ALL UNDERGROUND
SURVEYOR NO STAKING NEEDED
TECHNICIAN



·Planning & Zoning
·Community Development

262.653.4030
262.653.4045 FAX
Room 308



·Building Inspections
·Property Maintenance

262.653.4263
262.653.4254 FAX
Room 100

DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS

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

Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

MEMO

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

FROM: Mike Maki, Community Development Specialist

RE: **Approval of a Deed in Lieu of Foreclosure for property at 4202 45th Street**
- HELP Loan (District #10) MM

DATE: February 27, 2014

Attached please find information regarding a request for the City of Kenosha to approve a Deed in Lieu of Foreclosure for 4202 45th Street. The Owner of the property was a recipient of a HELP Loan with a present balance of \$5,813.72 with interest. The first mortgage has a payoff balance of \$128,768.08 with interest and penalties. The property owner is delinquent on the first mortgage as well as the HELP Loan.

The property was listed for sale at \$142,400.00 since October 15, 2013, but has not received any offers. TCF National Bank has approved a Deed in Lieu of Foreclosure for the property owner. If approved by the City, TCF Bank will take title to the property. Since the HELP Loan is subordinate to the first mortgage, the HELP Loan could be foreclosed. In that case, nothing will be received by the City if the property is sold at Sheriff's sale via a foreclosure.

A Broker's Price Opinion has determined the value without repairs at \$107,900.00. With repairs the suggested list price is \$117,900.00. Based on the value of the property, there are insufficient funds left from the proceeds of a sale to pay off either the first mortgage or the HELP Loan. The first mortgage holder, TCF National Bank, has approved a payment of \$1,500 to satisfy the HELP Loan balance.

Additional information attached includes:

- First Mortgage payoff balance of \$128,768.08
- Assessed Value of \$120,500.00
- Broker's Price Opinion Value of \$107,900 without repairs or \$117,900 with repairs.
- Proposal to pay \$1,500 to satisfy the HELP Loan balance. *This requires \$4,313.72 to be written off by TruStone.*
- Taxes are current and there are no Special Assessments recorded on the property.

JBL:kas
Attachment

TCF Mortgage

(A, Passport.zws - PASSPORT

Wednesday, February 26, 2014, 14:48:09 PM

S14C POLN	LOAN PAYOFF	02-26 14:48:05	02/26
ASSOC 1	APPL IL BANK 091 BRANCH 0515	PRODUCT DFLT VIEW 99	PAGE 1
ADAMS YOLANDA	LN TYPE 3 EFF DT HOLD	CTP 1	
	PAYOFF BALANCES	CURRENT BALANCES	EFFECTIVE DTE ADJ
TOT PRINCIPAL	118,452.75	118,452.75	
TOT INTEREST	9,965.33	9,854.99	110.34
TOT DEALER REB	.00	.00	.00
TOT LATE FEES	200.00	200.00	
TOT OTHER CHGS	.00	.00	
TOT MISC FEES	150.00	150.00	
TOT ESCROW BAL	.00	523.47	
TOT EXTN FEES	.00	.00	
TOT PREPAY PEN	.00	.00	.00
PMT PROTECT FEE	.00	.00	.00

PAYOFF	128,768.08	TILL 03/15/14	ADJ DAYS 17
ACTIVITY TODAY	.00		

P-OFF W/ACT TODAY	128,768.08	TOT CUR PERDIEM	6.49056
THEE IG		ORIGINAL LOAN AMT	122,500.00
COLLATERAL IS 4202 45TH ST			
CUSTOMER 0005389	LOAN 8001	DATE 0315142	PART _____ LOG N TYPE _____
====>	PF05=S130	09=STLN	10=TRAC 11=STCY 12=STPS

Zimbra

mmaki@kenosha.org

RE: Land Title -4202 45th Street- Adams, Yolanda

From : Sandra L Brooks <sbrooks1@tcfbank.com> Wed, Feb 26, 2014 02:59 PM
Subject : RE: Land Title -4202 45th Street- Adams,
Yolanda
To : Sandra L Brooks <sbrooks1@tcfbank.com>,
'Mike Maki' <mmaki@kenosha.org>

TCF is agreeable to paying \$1500 (official TCF check) to Kenosha to release the real estate from the lien upon successful completion of a Deed in Lieu..

Sandi

Sandra L Brooks
sbrooks1@tcfbank.com
TCF Bank
Phone: 414-351-8647
Fax: 414-351-8366
Collection Coordinator
P.O. Box 17099S
500 W Brown Deer Rd.
Milwaukee, WI 53217

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

From: Brooks, Sandra L
Sent: Wednesday, February 26, 2014 2:50 PM
To: 'Mike Maki'
Cc: Brooks, Sandra L
Subject: FW: Land Title -4202 45th Street- Adams, Yolanda

Title commitment and loan payoff statement (3/15/14: \$128,768.08)

-----Disclaimer-----

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TRUSTONE
FINANCIAL

6715 Green Bay Road | Kenosha, WI 53142
P. | 262-697-3700
F. | 262-697-3725

Date: 2/12/14
To: Mike Maki- City of Kenosha
Member Name: Yolanda Adams
Account Number: 89988-034
Collateral: 4202 45th St. Kenosha WI

Payoff Information

Principal Balance: \$ 5,791.51
Interest Due: \$ 22.21
Fees/Other Charges: \$ 0
Total Amount Due: \$ 5,813.72
Payoff Good Thru: 02/12/14
Interest Per Dlem: 500.56

If checked, this loan is a Line of Credit. In order to terminate any future use and to satisfy our lien (if any) on the collateral, we must receive a letter requesting the line be closed – signed by all parties on the loan.

Please send payoff with a copy of this letter to:

TruStone Financial FCU
6715 Green Bay Road
Kenosha, WI 53142

Employee Quoting Payoff:

Angie Perez

Payoff funds should be in the form of cashiers check or certified check.

Zimbra

mmaki@kenosha.org

RE: Payoff request for City HELP loan - Yolanda Adams, 4202 45th Street

From : Angie Perez
<Angie.Perez@trustonefinancial.org>

Wed, Feb 12, 2014 04:21 PM

2 attachments

Subject : RE: Payoff request for City HELP loan - Yolanda Adams, 4202 45th Street

To : Mike Maki <mmaki@kenosha.org>

Mike,

Per your request:

Attached is the payoff.

The loan is currently 3 months past due in the amount of \$268.74

The loan was used to rewire electrical and replace furnace

Angie Perez | Loss Prevention Assistant Manager | NMLS: 957002



6218 26th Avenue | Kenosha, WI | 53143
P: 262.842.1052 | C: 262.308.8115 | F: 262.605.2126
angie.perez@trustonefinancial.org

Your Neighborhood Credit Union



From: Mike Maki [mailto:mmaki@kenosha.org]

Sent: Wednesday, February 12, 2014 12:16 PM

To: Perez, Angie; Osten, Kacie

Subject: Payoff request for City HELP loan - Yolanda Adams, 4202 45th Street

Hi Angie,

I received another inquiry on approval for release of a HELP Loan mortgage for the above property.

Could you provide me with a payoff letter on this one, and let me know if its delinquent at all?

Also, likewise, if you could let me know what the loan was used for.

We will look at scheduling this for the March 3 Finance and Council meetings.

Thank You!

Michael J. Maki, AICP, LRA-191911
Community Development Specialist
HOME Program, Emergency Housing Repair Grant Program, Historic Preservation
Community Development & Inspections
625 52nd Street, Room 308
Kenosha, WI 53140
mmaki@kenosha.org
P: 262.653.4038
F: 262.653.4045
www.kenosha.org/departments/development/index.html



image001.jpg
1 KB

 **Adams.pdf**
24 KB

CITY OF KENOSHA - REAL ESTATE INQUIRY

CITY OF KENOSHA

PARCEL NUMBER: 08-222-26-477-003

NAME KEY: ADAMS YOLANDA

ADDRESS KEY: ST045 04202

OLD PARCEL:

PROPERTY
NAME YOLANDA ADAMS
ADDR 04202 045 ST
CITY KENOSHA

MAIL TO
YOLANDA ADAMS
4202 45TH ST

53144-3443

Ald Dist:10 Ward:82 ANTHONY KENNEDY
Voting Loc:KENOSHA TRANSIT FACILITY, 4303-39TH AVE.
SEE MAP! MULTIPLE CODES

KENOSHA WI 53144

Base Zone:RS-1

CLASS:RESIDENTIAL TIFF:

Delq Old Taxes:??? Delq Curr:???
BID: ASMT YR:2013 INACTIVE:

PROP USE: SFR SINGLE FAMILY RESIDE

LAND USE: RESIDENTIA

ACRES: .72 .72

LAND VALUE: 44,400 44400.0

IMPROVMENTS: 76,100

(Lottery Credit NOT Included in Net Tax)

TOTAL VALUE: 120,500

COUNTY NET TAX: .00

LAST UPDATED: 3/31/99 F1/PREV F2/NEXT ESC/EXIT F3/LEGAL F4/CAMA

F5/SPC ASMT F6/OWNERS F7/PRINT F8/VALUE HIST F9/ZONE F10/TAXVIEW

CTRL2A

21 FEB 14 15:51 CMKEM

CITY OF KENOSHA
2013 REAL ESTATE TAX INQUIRY

BILL NUMBER: 01710 NAME: YOLANDA ADAMS
PARCEL NUMBER: 08-222-26-177-003 ADDRESS: 1202 45TH ST
Unit #:
MAIL: YOLANDA ADAMS 1202 45TH ST KENOSHA, WI 53141

CURRENT DATE:	2/24/14	PROC	BTCH	TRAN	PAYMENT	PAYMENT	PENALTY
		DATE	ID	NO	DATES	AMOUNTS	PAYMENTS
GRUSS TAX:	3,758.00	0103	DEBS	0139	F 12/31/13	3,862.10	0.00
NET TAX:	3,538.65				0/00/00	0.00	0.00
SPECIALS:	533.29				0/00/00	0.00	0.00
PENALTY:	.00				0/00/00	0.00	0.00
LOTTERY:	-132.21				0/00/00	0.00	0.00
1ST DOL:	-77.63						
TAX DUE:	3,862.10	LOTTERY CREDIT			TAX PAID:	3,862.10	0.00
DATE TAKEN:	00 00 00			132.21			
INSTALL1	1,554.76						
INSTALL2	1,153.67				TAX DUE:	0.00	0.00
INSTALL3	1,153.67						
XMIT-NEW RECORD F2-NEXT RECORD F3-PRINT RECEIPT F4-PRINT BILL F5-COMMENT							
F6-ADDT'L PAYMENTS F8-OLDTAX F9-SPEC ASMTS ESC - MENU ()							

Broker's Price Opinion

COMPETING LISTINGS

	Subject	Listing 1		Listing 2		Listing 3	
Address	4202 45th Street	4314 32nd Avenue		5312 37th Avenue		5911 46th Avenue	
Proximity To Subject		.75 mile		.75 mile		1 mile	
Current List Price	\$147,900.00	\$114,900.00		\$99,900.00		\$129,900.00	
Current List Date	10/15/2013	9/5/2013		12/12/2013		2/5/2014	
Original List Price	\$147,900.00	\$119,900.00		\$99,900.00		\$129,900.00	
Original List Date	10/15/2013	5/17/2013		12/12/2013		2/5/2014	
Days on Market:		272		62		8	
Total Room Count	7	8		4		7	
Bedroom Count	3	4		2		3	
Bathroom Count	2	1.5		2		2	
Gross Living Area	1092	1145		1093		1186	
	Description	Description	Code	Description	Code	Description	Code
Basement:	Finished	Finished	E	Unfinished	I	Finished	E
Below Grad Room Detail:	2	2	E	0	I	2	E
Financing:			U		U		U
Concessions:			U		U		U
Location:	Kenosha	Kenosha	E	Kenosha	E	Kenosha	E
Lot Size:	.64 acre	.14 acre	I	.17 acre	I	.21 acre	I
View:	Power Lines/Industrial	Neighborhood/Industrial	S	Neighborhood	S	Neighborhood	S
Landscaping:	Average	Average	E	Average	E	Average	E
Design And Appeal:	Ranch	Ranch	E	Ranch	E	Ranch	E
Quality of Construction:	Average	Average	E	Average	E	Average	E
Age (in years):	59	41	S	59	E	58	E
Overall Condition:	Average	Average	E	Average	E	Good	S
Heating & Cooling:	Gas Forced Air & Cen Air	Gas Forced Air & Cen Air	E	Gas Forced Air & Cen Air	E	Gas Forced Air & Cen Air	E
Garage:	2 car attached	None	I	1 Car Attached	I	2 Car Detached	E
Porch, Patio, Deck, Pool, Fence:	Deck & Shed	Patio, Fenced Yard	E	Patio, Fenced Yard	E	Patio, Fenced Yard	E
Value of Adjustments:		\$3,000.00	I	\$11,500.00	I	(\$10,000.00)	S
Adjusted Value:		\$117,900.00	E	\$111,400.00	E	\$119,900.00	E

Competing Listing Comments: Listing 1 and 2 is not a Short Sale or REO. Listing 3 is an Estate Sale. Listing 3 has refinished hardwood floors, newer appliances, remodeled bathroom with jacuzzi tub, remodeled kitchen with granite counters and tile backsplash.

Broker's Price Opinion

COMPARABLE PROPERTIES

	Subject	Sale 1		Sale 2		Sale 3	
Address	4202 45th Street	4909 45th Street		5300 56th Avenue		5103 45th Street	
Proximity To Subject		.4 acre		.5 mile		.5 mile	
List Price When Sold:		\$119,900.00		\$129,900.00		\$120,000.00	
Sales Price:		\$111,000.00		\$105,000.00		\$116,500.00	
Sales Date:		9/27/2013		9/13/2013		12/20/2013	
Days on Market:		19		18		147	
Total Room Count	7	6		5		5	
Bedroom Count	3	3		2		3	
Bathroom Count	2	1		1		1.5	
Gross Living Area	1092	996		1033		1126	
	Description	Description	Code	Description	Code	Description	Code
Basement:	Finished	Finished	E	Unfinished	I	Unfinished	I
Below Grad Room Detail:	2	1	I	0	I	0	I
Financing:		VA	U	Cash	U	FHA	U
Concessions:		\$3000 BCC	S	None	U	\$3000 BCC	S
Location:	Kenosha	Kenosha	E	Kenosha	E	Kenosha	E
Lot Size:	.64 acre	.34 acre	I	.61 acre	E	.48 acre	I
View:	Power Lines/Industrial	Open Area	S	Neighborhood	S	Open Area	S
Landscaping:	Average	Good	S	Fair	I	Average	E
Design And Appeal:	Ranch	Ranch	E	Ranch	E	Ranch	E
Quality of Construction:	Average	Average	E	Average	E	Average	E
Age (in years):	59	50	E	66	E	67	E
Overall Condition:	Average	Average	E	Good	S	Good	S
Heating & Cooling:	Gas Forced Air & Cen Air	Gas Forced Air & Cen Air	E	Gas Forced & No Central Air	I	Gas Forced Air & Cen Air	E
Garage:	2 car attached	1 Car Attached Garage	I	2 Car Attached	E	2 Car Detached	E
Porch, Patio, Deck, Pool, Fence:	Deck & Shed	Patio, Shed, Fenced Yard	S	Patio, Shed	E	Deck	I
Value of Adjustments:		\$1,000.00	I	(\$10,000.00)	S	(\$11,000.00)	S
Adjusted Value:		\$112,000.00	E	\$95,000.00	E	\$105,500.00	E

Comparable Properties Comments: Sold 1 had a lot of inferior and superior features and had a small inferior adjustment because the inferior and superior adjustments came close to even out on adjustments. The property has a new roof, furnace and air conditioner. Sold 2 was recently remodeled in good condition. The property has a new roof, windows and furnace. Sold 3 was completely rehabbed with New 2 car detached garage. All 3 solds were not a Short Sale or REO.

Broker's Price Opinion

REPAIR ADDENDUM

Type	Condition	Recommended Repair	Estimated Cost
Exterior Paint	Average	No	
Siding	Average	No	
Exterior Doors	Average	No	
Windows	Poor	No	\$5,000.00
Garage	Average	No	
Roof	Average	No	
Trash Out	Unknown	No	
Pool	Unknown	No	
Interior Paint	Poor	No	\$3,000.00
Wall Ceiling	Average	No	
Flooring	Poor	No	\$2,500.00
Electrical	Average	No	
Kitchen	Average	No	
Bathrooms	Average	No	
HVAC	Average	No	
Basement	Average	No	

Repair Addendum Comments: The windows show signs of interior wood rot and plastic is insulating most windows. Besides the signs of wood rot, the windows appear in average condition. There is an area of the basement that shows signs of seepage. When looking at the condition report of the current listing, it does state "If gutters are full of leaves and debris, then some water enters basement on northeast corner and small amounts in the recreation room." The carpet needs replacing because of wear and tear and entire interior needs painting. The kitchen and bathrooms are in need of updating.

Broker's Price Opinion

Images :

Original Filename: 45th Front.jpg

Image ID:

52905

Image Title: Front

Image Description:



Broker's Price Opinion

Original Filename: Address
Verification.jpg

Image ID: 52906

Image Title: Address
Verification

Image Description:



Broker's Price Opinion

Original Filename: Street Sign
Verification.jpg

Image ID: 52907

Image Title: Street Sign
Verification

Image Description:



Broker's Price Opinion

Original Filename: Street View.jpg

Image ID: 52908

Image Title: Street View

Image Description:



Broker's Price Opinion

Original Filename: Back of Home.jpg

Image ID: 52909

Image Title: Back of Home

Image Description:



Broker's Price Opinion

Original Filename: 45th Kit.jpg

Image ID: 52910

Image Title: Kitchen

Image Description:



Broker's Price Opinion

Original Filename: 45th LR.jpg

Image ID: 52911

Image Title: Living Room

Image Description:



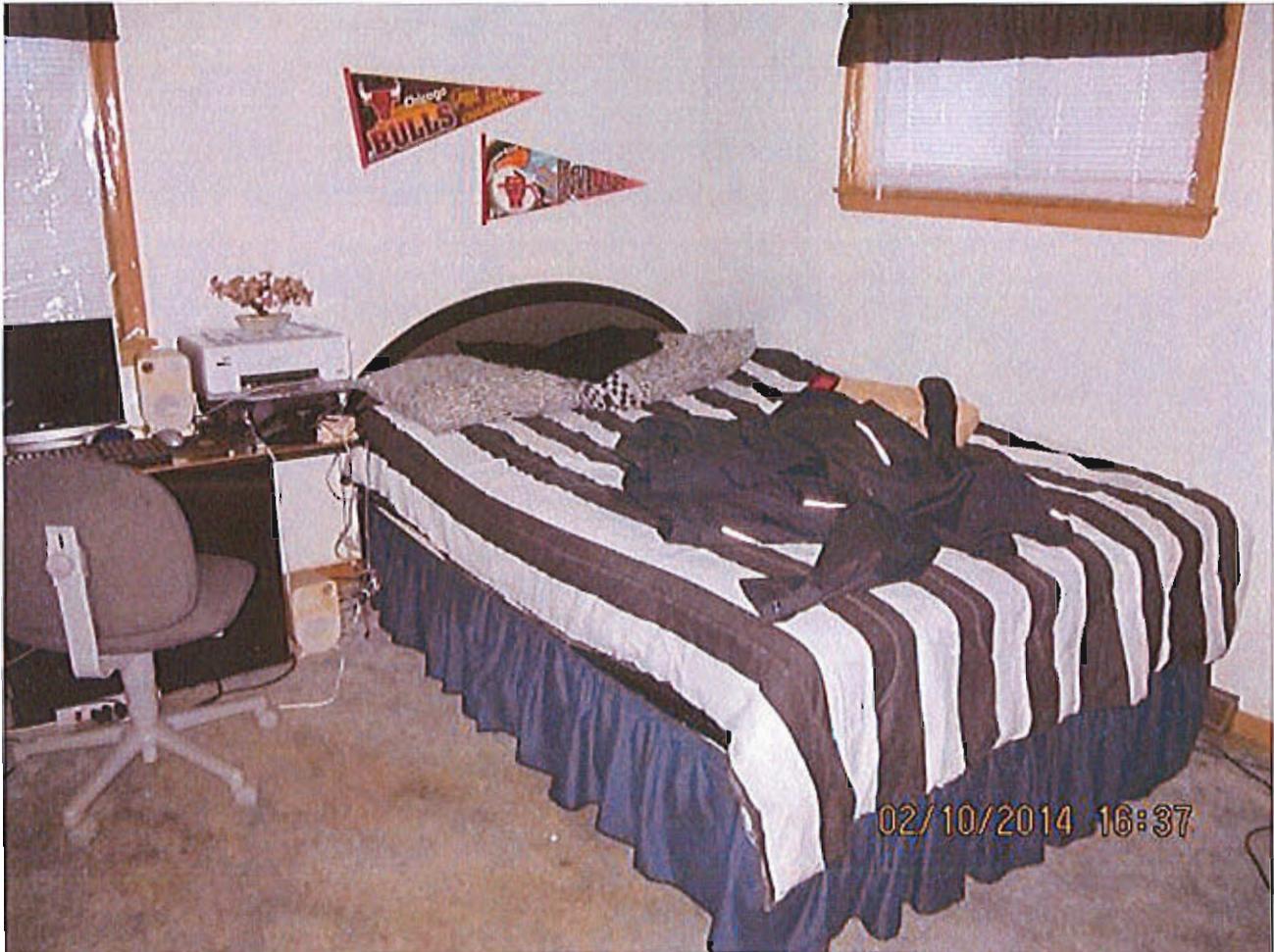
Broker's Price Opinion

Original Filename: 45th Bdrm1.jpg

Image ID: 52912

Image Title: Bedroom 1

Image Description:



Broker's Price Opinion

Original Filename: 45th Bdrm 2.jpg

Image ID: 52913

Image Title: Bedroom 2

Image Description:



Broker's Price Opinion

Original Filename: 45th Bdrm3.jpg

Image ID: 52914

Image Title: Bedroom 3

Image Description:



Broker's Price Opinion

Original Filename: 45th
Bathroom.jpg

Image ID: 52915

Image Title: 1st Floor
Bathroom

Image Description:



Broker's Price Opinion

Original Filename: Bsmt Bthrm.jpg

Image ID: 52916

Image Title: Basement
Bathroom

Image Description:



16 of 24

This form was produced by The Kombrink Team's online forms builder. [Http://BPO.Kombrink.com](http://BPO.Kombrink.com)

March 3, 2014 Pg. 128

Common Council Agenda Item K.2.

Broker's Price Opinion

Original Filename: Basement.jpg

Image ID: 52917

Image Title: Basement

Image Description:



Broker's Price Opinion

Original Filename: Example of Window.jpg

Image ID: 52918

Image Title: Window Example

Image Description:



Broker's Price Opinion

Original Filename: L1.jpg

Image ID:

52919

Image Title: Listed 1

Image Description:



Broker's Price Opinion

Original Filename: L2.jpg

Image ID: 52920

Image Title: Listed 2

Image Description:



Broker's Price Opinion

Original Filename: L3.jpg

Image ID: 52921

Image Title: Listed 3

Image Description:



Broker's Price Opinion

Original Filename: S1.jpg

Image ID: 52922

Image Title: Sold 1

Image Description:



Broker's Price Opinion

Original Filename: S2.jpg

Image ID: 52923

Image Title: Sold 2

Image Description:



Broker's Price Opinion

Original Filename: S3.jpg

Image ID: 52924

Image Title: Sold 3

Image Description:



FIRST AMERICAN TITLE INSURANCE COMPANY



First American
Title Insurance Company



SCHEDULE A

COMMITMENT NO. 14400310Z

1. Effective Date of Commitment: February 9, 2014 @ 7:00 A.M.

Prepared for: O'Dess and Associates
Copies to:

Termination Date: 120 Days After Effective Date

Inquiries Should Be Directed To: Land Title Services, Inc.
7700 West Bluemound Road
Wauwatosa, Wisconsin 53213-3440
Title: 414-259-5060
Closing: 414-259-5065

2.	Policy or policies to be issued:	<u>Amount</u>
	(a) ALTA Owner's Policy – 06/17/06 Proposed insured: TCF National Bank	\$ 15,000.00
	(b) ALTA Loan Policy – 06/17/06 Proposed insured:	\$
	(c) ALTA Loan Policy – 06/17/06 Proposed insured:	\$

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:
Fee Simple

4. Title to the estate or interest referred to herein is at the Effective date hereof vested in:
Yolanda Adams

5. The land referred to in this Commitment is situated in the County of Kenosha, State of Wisconsin and described as follows:

Continued

Countersigned:
Authorized Officer or Agent

FIRST AMERICAN TITLE INSURANCE COMPANY

SCHEDULE A, CONTINUED

COMMITMENT NO. 14400310Z

Legal Description:

Part of the East One-half (1/2) of the Southeast One-quarter (1/4) of Section Twenty-six (26), Township Two (2) North, Range Twenty-two (22) East, more particularly described as follows: Commencing at a point on the South line of said Section Twenty-six (26), which point is 665.72 feet North 88° 46' West of the Southeast corner of said Section; thence North 88° 46' West on said South Section line 665.71 feet to a point; thence North 0° 4' East 229.26 feet to a point; thence South 88° 22' East 665.67 feet to a point; thence South 0° 2' West, 224.63 feet to the place of beginning; excepting therefrom the West 160 feet thereof, and also excepting therefrom the East 337 feet thereof; said premises lying and being in the City of Kenosha, Kenosha County, Wisconsin. The East 60 feet of the parcel herein described to be reserved for road-way purposes.

For informational purposes only:

Address: 4202 45th Street

Parcel Identification No.: 08 222 26 477 003

Taxes for the year 2013 are in the amount of \$3,862.10

FIRST AMERICAN TITLE INSURANCE COMPANY

COMMITMENT NO. 14400310Z

REQUIREMENTS

Schedule B-I

The following are the requirements to be complied with:

1. Pay the full consideration to, or for the account of, the grantors or mortgagors.
2. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
3. Payment in full of all premiums, charges and fees billed in connection with this commitment and all amendments and endorsements thereto, if any.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.
5. Instruments in insurable form which must be executed, delivered, and duly filed for record.

A. Warranty Deed in lieu of foreclosure of the mortgage, shown at Item No. 6(a) of Schedule B-I, from Yolanda Adams, to TCF National Bank.

The conveyance called for herein must be joined in by the spouse of each grantor, vendor, assignor, or mortgagor, whichever the case may be; or the instrument must designate that said party is single, or that the premises conveyed are not the homestead of said party to comply with Section 706.02(1) (F) of the Wisconsin Statutes.

B. An estoppel affidavit shall be executed and acknowledged in recordable form by the grantor of the deed called for which recited that the deed is intended to be an absolute conveyance, that it was given voluntarily, that it is untainted by fraud and without unconscionable advantage or overreaching on the part of the grantee.

6. Satisfaction of the following:

(a) Mortgage from Yolanda Adams to TCF National Bank for \$122,500.00 dated October 17, 2007 and recorded in the Office of the Register of Deeds for Kenosha County, Wisconsin on November 8, 2007 as Document No. 1539217.

Modification Agreement by and between Yolanda Adams and TCF Bank, a National Banking Association, dated March 28, 2013 and recorded in the said Register's Office on April 23, 2013 as Document No. 1700187. Said agreement changes the scheduled date for the final payment.

(b) Mortgage from Yolanda Adams to AM Community Credit Union as Agent for the City of Kenosha for \$7,500.00 dated October 1, 2009 and recorded in the Office of the Register of Deeds for Kenosha County, Wisconsin on October 26, 2009 as Document No. 1602992.

* * * * *

Chain of Title: Owner took title by Warranty Deed dated October 28, 1988.

Note: A Gap Endorsement has been requested for this transaction.

NOTE: All documents to be recorded must conform with 1996 Wisconsin Act 110. This Act regulates, among other things, paper size, document margins, and INK COLOR. Only signatures may be in blue ink. All other printing must be black or red. Land Title Services, Inc. will NOT be responsible for losses which may occur if these requirements are not met.

Enclosed is an additional copy of the legal description. This is provided for your use as an addendum to documents, if needed.

March 3, 2014 Pg. 139

FIRST AMERICAN TITLE INSURANCE COMPANY

COMMITMENT NO. 14400310Z

****EXCEPTIONS****

Schedule B-II

II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

2. Standard Exceptions:

- a) Rights or claims of parties other than Insured in actual possession of any or all of the property.
- b) Easements or claims of easements not shown by the public records.
- c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- d) Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

3. Special Exceptions:

- A. Liens or deferred charges not shown on the tax roll, for installations and connections of water and sewer laterals, mains and services pipes.
- B. Special taxes, charges or assessments, if any, payable with the taxes levied or to be levied for the year 2014 and subsequent years.
- C. General taxes for the year 2014 and subsequent years, not yet due and payable.
- D. Rights of the public and private rights of others entitled thereto in and to the use of that portion of the premises that may be within the boundaries of any highway, public road, street, alley or other public way.
- E. Easement recorded as Document No. 570175.
- F. Covenants, conditions, restrictions and other provisions contained in Well Agreement recorded as Document No. 377704.

NOTE: The Policy(s) to be issued pursuant to this commitment will be ALTA Form (06/17/06).

NOTE: Any provisions to the contrary notwithstanding, this commitment is valid without a countersignature.

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

MD/ak

Legal Description:

Part of the East One-half (1/2) of the Southeast One-quarter (1/4) of Section Twenty-six (26), Township Two (2) North, Range Twenty-two (22) East, more particularly described as follows: Commencing at a point on the South line of said Section Twenty-six (26), which point is 665.72 feet North 88° 46' West of the Southeast corner of said Section; thence North 88° 46' West on said South Section line 665.71 feet to a point; thence North 0° 4' East 229.26 feet to a point; thence South 88° 22' East 665.67 feet to a point; thence South 0° 2' West, 224.63 feet to the place of beginning; excepting therefrom the West 160 feet thereof, and also excepting therefrom the East 337 feet thereof; said premises lying and being in the City of Kenosha, Kenosha County, Wisconsin. The East 60 feet of the parcel herein described to be reserved for road-way purposes.

*

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE

Issued by

First American Title Insurance Company

First American Title Insurance Company, a CA corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 90 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company

BY *Carl S. Johnson* PRESIDENT

ACCEPT *Christy K. King* VICE PRESIDENT



First American Title Insurance Company



The First American Corporation
First American Title Insurance Company
Privacy Policy

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.fustam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications- to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alla.org/>>.*

Homes Rentals Mortgage REALTORS® Local Moving Advice News Log In

viewing: home homes for sale wisconsin city of kenosha, wi 4202 45th st

4202 45Th St City Of Kenosha, WI 53144

Listing Refreshed:
8 Minutes Ago

(855) 643-7185 Call for more info.



Photo 1 of 10

Larger Photos

\$142,900

Estimate My Monthly Payment

Get Prequalified with Wells Fargo

Check Mortgage Rates

View Your Credit Score

Status	Active
Beds	3 Bed
Baths	1 Full Bath
House Size	1,092 Sq Ft
Year Buill	1955

Share on:

Send Print Save Listing

Open Houses

No scheduled open houses
Request a private showing

Overview Photos (10) Schools & Neighborhood Property History Payment Options

Property Details

NICE 3BR RANCH WITH ENCLOSED BREEZEWAY TO GARAGE. LARGE EAT-IN KITCHEN. PATIO DOORS TO GARGE 3/4 ACRE LOT WITH MANY TREES. LARGE REC ROOM WITH WET BAR, ARTIFICIAL FIREPLACE, 3/4 BATH. HOUSE HAS A LOT OF PRIVACY. NEWER FURNACE/CENTRAL AIR. HARDWOOD FLOORS. NEEDS A LITTLE UPDATING BUT A WELL BUILT HOME. LOT CAN POSSIBLY BE DIVIDED.

General Information

Beds	3 Bed	Baths	1 Full Bath
House Size	1,092 Sq Ft	Price/sqft	\$131
Price	\$142,900	Year Buill	1955
Property Type	Single Family Home	Style	Ranch, 1 Story
Stories	1	Garage	2 car garage

Bedrooms

- Bedrooms: 3
- Bedroom 3: 11x11
- Bedroom 3 on Main Level
- Master Bedroom: 15x12
- Master Bedroom on Main Level
- Bedroom 2: 10x10
- Bedroom 2 on Main Level

Bathrooms

- Full Bathrooms: 1
- Shower Over Tub

Kitchen and Dining

- Kitchen: 19x12
- Kitchen on Main Level

Tell me more about this property

Message (optional)

I would like more information regarding this property at 4202 45Th St in City Of Kenosha.

First Name Last Name

Email Phone Number (optional)

Request More Details

Privacy Policy



Listing Agent
DONNA JANTZ
Don't Take a Chance! Call Donna Jantz!
Phone: (855) 643-7185
Email Agent
Agent's Other Listings

Listing Breker
Prime Realty Group



262-657-7330
Phone: (855) 594-4264
Email Office
Visit Broker's Website
Broker's Other Listings

Agent's Other Listings

See All Listings



1828 35th St, City of Kenosha, WI 53140
\$149,900
5 Bd | 2 Full, 1 Half Ba | 1,862 Sq Ft

Move From Move To

Other rooms

- Living/Great: 14x24
- Living/Great on Main Level
- # of Rooms: 5

Interior Features

- 220 Volts
- Circuit Breakers
- Wet Bar

Building and Construction

- Aluminum Exterior
- Levels or Stories: 1
- Style: Ranch, 1 Story
- Composition Roof

Garage and Parking

- 2 Car Garage
- Electric Door Opener
- Attached Garage
- Parking Space
- Driveway Entrance
- Paved Driveway

Heating and Cooling

- Central Air
- Natural Gas
- Forced Air

Appliances

- Oven
- Range
- Refrigerator

School Information

- School District: Kenosha
- Elementary School: Stocker
- High School: Bradford
- Middle School: Mahone

Other Property Info

- Lot Size: 168x167
- City: City of Kenosha
- Directions: 39th Ave turn West on 45th Street to 42nd Ave house on North side
- Area: Kenosha
- State: WI
- Municipality: City
- County: Kenosha
- Zoning: Res

Additional Details

MLS Milwaukee
 MLS ID 1335451
 Listing Brokered by Prime Realty Group

Listing Agent

This listing is represented by a REALTOR®

Public Records Property Information from local public records.

Beds	2 Bed	Baths	1 Bath
House Size	1,092 Sq Ft	Lot Size	0.72 Acres
Year Built	1955	Price	-
Property Type	Single Family Home	Stories	1
Style	Ranch	Garage	Detached Garage
Units	1	Cooling	Central
Pool	-	Construction	-
Heating	Forced Air	Year Renovated	-
Rooms	-	Roofing	-
Fireplace	-		

Location

Street View Map

Show Nearby Listings

53144
 Moving Cost Calculator
 Size of Move: 2-3 Bedroom
 Packing: None
 Insured by Zip Lookup
 Powered by Experian
 Get Estimates
 Get a Free Moving Quote

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On Site

Last refreshed 1 Weeks Ago
 Added to Site October 15, 2013
 Direct access URL http://www.realtor.com/realestateandhomes-detail/4202-45Th-St_City-Of-Kenosha_WI_53144_M76126-01505

Homes Near 4202 45Th St

Address	Status	Price	Beds	Baths	Sq Ft
4129 45th St	For Sale	\$74,900	3	2	908
4305 45th St	For Sale	\$135,000	3	2	1,109
Lt2 42nd Ave	For Sale	\$1,150,000	5	4	4,600
Lt4 42nd Ave	For Sale	\$995,000	4	5	5,028
Lt7 42nd Ave	For Sale	\$989,000	4	5	5,472
4508 45th St	For Sale	\$144,900	4	2	1,472
4508 47th St	For Sale	\$119,900	3	1	1,017
4834 40th Ave	For Sale	\$44,900	2	1	720
4514 42nd St	For Sale	\$199,999	3	3	1,335
4908 Pershing Blvd	For Sale	\$83,900	3	1	1,017
3402 45th St	For Sale	\$89,000	4	2	1,870
4419 Washington Rd	For Sale	\$157,900	4	3	3,050

Contact Information

[Save Listing](#) [Print Brochure](#)

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(855) 643-7185 Call for more info.

**DEVELOPMENT GRANT AGREEMENT
(TAX INCREMENTAL DISTRICT NO. 8)**

THIS AGREEMENT is entered into as of this _____ day of _____, 2014 (the "Effective Date"), by the City of Kenosha, Wisconsin (the "City") and Kenall Manufacturing Co. (the "Developer").

WITNESSETH:

WHEREAS, the Developer intends to develop the property described on Exhibit A (the "Property") for industrial uses as described on Exhibit B (the "Development");

WHEREAS, the Property is located in the City's Tax Incremental District No. 8 (the "District"), which the City has established in order to finance project costs related to industrial development within the District as permitted under Wis. Stats. Section 66.1105;

WHEREAS, the Developer plans to construct improvements (the "Developer's Improvements"), pursuant to plans to be submitted to and approved by City (the "Approved Plans");

WHEREAS, the Developer's Improvements will serve the purpose of promoting industrial development;

WHEREAS, the Developer would not undertake the Development or construct the Developer's Improvements without the availability of tax increment financing to fund a portion of the costs of the Developer's Improvements, as provided below;

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. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER.

The Developer makes the following representations and warranties, as of the Effective Date, which the City may rely upon in entering into this and all other agreements with Developer and in executing this Agreement and performing its obligations hereunder:

(a) Developer is a duly formed and existing corporation in good standing under the laws of the State of Illinois.

(b) The fee owner of the Property is William F. Hartwig, Trustee for James Sub-Trust under the Hawkins Family Irrevocable Trust #1 dated 04/22/1982 (the "Property Owner");

(c) Developer is a party to a lease (the "Lease") with the Property Owner pursuant to which it leases the Property from the Property Owner.

(d) Under the terms of the Lease, the Developer has all of the rights with respect to the Property necessary for it to undertake and complete the Development and the Developer's Improvements as provided in this Agreement.

(e) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by the Developer, and no other or further acts or proceedings of Developer are necessary to authorize and approve the execution, delivery and performance of this Agreement and the matters contemplated hereby. This Agreement, and the exhibits, documents and instruments associated herewith and made a part hereof, have been duly executed and delivered by the Developer and constitute the legal, valid and binding agreement and obligation of the Developer, enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights, generally, and by general equitable principles.

(f) There are no lawsuits filed or pending, or to the knowledge of Developer, threatened against Developer that may in any way jeopardize or materially and adversely affect the ability of the Developer to perform its obligations hereunder.

(g) The Developer has sufficient available funds and resources to enable the Developer to complete the Developer's Improvements, and to carry out Developer's other obligations under this Agreement. Upon the request of the City, the Developer agrees to make available for inspection by the City's private financial advisor evidence of its financial resources reasonably sufficient to demonstrate its ability to complete the Developer's Improvements. The Developer shall promptly notify the City of any material adverse change in its financial condition that is reasonably likely to adversely affect the ability of the Developer to satisfy its obligations under this Agreement. The City agrees to use reasonable safeguards to maintain the confidentiality of any financial or confidential information of Developer to the maximum extent permitted under applicable law, to provide prompt written notice (in any event within 3 business days) to Developer of any public records, freedom of information or similar requests seeking information related to the Developer and/or the Developer's Improvements (a "FOIA Request") and to consult with Developer prior to responding to any FOIA Request. The final decision regarding the disclosure of any information in response to a FOIA Request shall be made at the discretion of the City Attorney.

2. UNDERTAKINGS OF THE DEVELOPER.

2.1 Construction of the Developer's Improvements. The Developer shall construct the Developer's Improvements on the Property in accordance with this Agreement and the Approved Plans. The Developer's Improvements shall comply in all material respects with all applicable municipal ordinances of the City, approved variances, and with any pertinent current provisions of the TIF District No. 8 Project Plan ("TIF Plan") (which is described on Exhibit C). The Developer shall also be responsible for the cost of the construction of any improvements to public highways or roads which are required by the Wisconsin Department of Transportation's Traffic Impact Analysis Guidelines as a result of improvement of the Property by construction of the Developer's Improvements.

2.2 Employment Requirements. By no later than December 31, 2015, the Developer shall have a workforce of at least 365 full-time equivalent employees at its facility on the Property with average annual wages per full-time equivalent employee of \$55,000 (excluding all benefits) adjusted annually by a percentage equal to the Consumer Price Index (All Urban Consumers), and at all times thereafter shall continue to satisfy such workforce and wage requirements (collectively, the “Employment Requirements”). For purposes of determining compliance with the Employment Requirements (a) the number of full-time equivalent employees shall be calculated by dividing the total number of employee hours worked at the facility on the Property by 2080 and (b) “wages” shall mean income as reported in Box 5 of federal Form W-2. In addition, with respect to the Employment Requirements as of December 31, 2015 only, compliance shall be determined by using the employment and wage information for the fourth quarter of calendar year 2015 and annualizing those quarterly figures. Developer shall provide the City with evidence the Employment Requirements annually, no later than January 31 of each year. The Developer’s report as to satisfaction of the Employment Requirements shall be in the form set forth on Exhibit D and shall include such supporting information as is necessary to permit the City to verify that the Employment Requirements have been met. The City shall have the right to inspect, and to have its independent accountants or other consultants inspect, the books and records of the Developer to the extent necessary to verify the information provided by the Developer with respect to satisfaction of the Employment Requirements.

3. UNDERTAKINGS OF THE CITY.

3.1 Development Grant. To induce the Developer to locate its facility in the City and to construct the Developer’s Improvements, the City shall provide to the Developer a grant (the “Development Grant”) in the amount of Four Million Dollars (\$4,000,000). The Development Grant will be used to pay or reimburse the Developer for a portion of the cost of construction of the Developer’s Improvements. As a condition precedent to payment of any portion of the Development Grant, the Developer shall present copies of purchase orders or other documentation reasonably satisfactory to the City (the “Developer’s Cost Documentation”) showing that Developer has incurred obligations for construction of the Developer’s Improvements in an amount at least equal to the portion of the Development Grant to be paid. The City shall make available to the Developer the portion of the Development Grant supported by the Developer’s Cost Documentation, until the full amount of the Development Grant has been paid. Each payment of Development Grant money shall be made no later than ten (10) days after the later of (a) the date the Developer’s Cost Documentation is filed with the City and (b) the date of issuance of the City’s Notes (described in Section 3.2 below).

3.2 City Financing. The City shall issue general obligation promissory notes (the “Notes”) in an amount sufficient to fund the Development Grant, to pay the costs of issuance of the Notes, and to provide for the interest payments due on the Notes in the years 2014 and 2015. The Notes shall have a term of ten (10) years; shall not have an annual rate of interest thereon in excess of 4.50% per annum; shall provide for interest-only payments in 2014 and 2015; and shall have principal payments over the remainder of the 10-year term in approximately the amounts shown on Exhibit E. The Notes maturing in the years 2021 and thereafter shall be subject to redemption in whole or in part at the option of the City on any date on or after the principal payment date on the Notes in the year 2020. The City agrees to issue the Notes no later than

April 30, 2014. The City shall use all tax increment from the Property (the “TIF Revenues”), to make principal and interest payments on the Notes until the Notes are retired. The column titled “Total P+I” on Exhibit E sets forth the estimated Debt Service payments on the Notes (the “City Debt Service Payments”), but the parties acknowledge and agree that the actual City Debt Service Payments shall be the actual scheduled payment amounts calculated by the City at the time the Notes are issued. The City agrees to amend Exhibit E upon the issuance of the Notes to reflect the actual City Debt Service Payments and thereafter from time to time in the event the City prepays Note principal, refinances the Notes at a lower interest rate or engages in any other transaction that reduces the amount of any City Debt Service Payment. The City acknowledges and agrees that after Exhibit E is amended to reflect the actual City Debt Service Payments upon the issuance of the Notes, Exhibit E may not be further amended to increase the amount of any City Debt Service Payment or the aggregate amount of all City Debt Service Payments and will provide prompt written notice to Developer of any amendment to Exhibit E. In the event the City cannot, or does not expect to be able to, issue general obligation promissory notes in the aggregate amount, with an interest rate, or on the other terms set forth in this Section 3.2 (and on Exhibit E), the City agrees to use best efforts, after consulting with Developer and receiving Developer’s written approval, to issue replacement debt in a different aggregate amount, at a different interest rate and/or on other different terms and to take such other actions as are reasonably necessary to effect the intent of this Agreement.

4. SHORTFALL GUARANTY.

In the event that (a) the TIF Revenues generated by the Developer’s Property are not sufficient to enable the City to make the City Debt Service Payments in any given year and (b) the Employment Requirements set forth in Section 2.2 above are not satisfied, the Developer shall make payments to the City on the following terms (each, a “Shortfall Payment”):

(i) The Shortfall Payment (if any) with respect to a given year will be equal to the amount by which the City Debt Service Payment for such year exceeds the TIF Revenues to be collected in that year (such difference, the “Shortfall”), subject to the adjustments and limitations described herein.

(ii) Developer’s obligation to make Shortfall Payments is limited to the years 2016 through 2024 (the “Shortfall Payment Period”) (subject to earlier termination as described herein). The Shortfall Payments (if any) due with respect to each of those years shall be made as described in paragraph (v) below;

(iii) Developer’s obligation to make Shortfall Payments terminates on the earlier of (1) the date when the Developer’s Property has generated TIF Revenues at least equal to the aggregate amount of the principal and interest due on the Notes to their final maturity or redemption date (calculated as of such date assuming prepayment in full of the Notes) or (2) the date when any Shortfall Payments due from Developer to the City have been paid and the Notes have been paid in full and retired;

(iv) The Shortfall Payment for a given year (if any) will be reduced to the extent TIF Revenues from all prior years, in the aggregate, exceed City Debt Service Payments

for all prior years, to the extent such excess TIF Revenues have not been previously applied as a prepayment to the Notes' principal; and

(v) Developer will pay to the City any Shortfall Payment within twenty (20) business days following written notice from the City identifying the Shortfall Payment amount. Such notice shall include a copy of the completed Reporting Form (the form of which is attached as Exhibit D to this Agreement).

5. CONDITIONS OF THE OBLIGATIONS OF THE CITY UNDER THIS AGREEMENT.

Notwithstanding anything to the contrary contained in this Agreement, as a condition precedent to payment of the Development Grant and performance of any other obligations of the City under this Agreement, all of the following shall occur:

(a) All representations and warranties of the Developer set forth in this Agreement shall at all times be true, complete and correct in all material respects, except for such representations and warranties that are made as of a certain date, which shall be true, complete and correct in all material respects as of such date;

(b) No Event of Default has occurred; and

(c) The City or its financial advisor (i) has reviewed funding sources of the Developer and documents evidencing those funding sources reasonably sufficient to demonstrate Developer's capacity to complete the Developer's Improvements; and (ii) has reasonably determined that there is no material adverse change in the financial condition of the Developer that is reasonably likely to impair the ability of the Developer to perform its obligations under this Agreement.

6. DEFAULT/REMEDIES.

(a) Events of Default. An "Event of Default" is any of the following:

(i) (1) Failure by the Developer to commence construction of the Developer's Improvements on or before June 30, 2014, or (2) abandonment of construction of the Developer's Improvements for more than sixty (60) consecutive days or (3) failure by the Developer to complete construction of the Developer's Improvements on or before March 15, 2015 (with completion of construction being evidenced by the issuance by the City of a temporary occupancy permit with respect to the Developer's Improvements, the issuance of which permit shall not be unreasonably withheld by the City);

(ii) A failure to make any Shortfall Payment when and as due to the City;

(iii) The Developer becomes insolvent or files for relief under a bankruptcy, receivership or insolvency proceedings of any kind, or is named in such proceeding involuntarily and such proceeding is not dismissed within 90 days; or

(iv) The dissolution or liquidation of the Developer or the commencement of any proceedings therefor, which are not dismissed within 90 days.

(b) Remedies on Default. Whenever an Event of Default occurs and is continuing, the City may take any one or more of the following actions without waiving any rights or remedies available to it:

(i) Immediately suspend its performance under this Agreement, from the time beginning when the City delivers notice of a purported Event of Default to the Developer and ending when the City receives assurances from the Developer reasonably deemed adequate by the City, that the Developer has cured or will cure the purported event, condition, act or omission;

(ii) Commence legal or administrative action, in law or in equity, which is reasonably necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the Developer under this Agreement, which is the basis for an Event of Default;

(iii) In the event of a failure by the Developer to complete construction of the Developer's Improvements, require the Developer to prepay to the City the amount of the Development Grant previously paid to the Developer.

(c) Remedies. No remedy or right conferred upon or reserved to a party in this Agreement is intended to be exclusive of any other remedy or remedies, but each and every such right and remedy shall be cumulative and shall be in addition to every other right and remedy given under this Agreement now or hereafter existing at law or in equity. Any party may pursue any one or more of its remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any others. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. Notwithstanding anything to the contrary, the parties acknowledge and agree that no party shall be entitled to recover more than once for the same damages or losses.

(d) No Implied Waiver. In the event any warranty, covenant or agreement contained in this Agreement should be breached by a party and thereafter waived by the other, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

(e) Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and a party incurs attorneys fees, court costs and other such expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the other herein contained, the prevailing party shall be reimbursed the actual attorneys fees, court costs and other such expenses incurred by such prevailing party.

7. TERM AND TERMINATION.

The term of this Agreement shall begin on the Effective Date of this Agreement set forth above and shall end on the date when all of the following are true: (a) the City's Notes have been paid and retired, and (b) any Shortfall Payments owed to the City by Developer have been paid;

provided that the Agreement may be terminated at the option of the City, without creating any cause of action against the City, if the City is unable to issue the City's Notes and the City and Developer have determined that the City cannot obtain replacement financing on terms acceptable to Developer after exercising City's best efforts to do so as required under Section 3.1. The parties' confidentiality obligations shall survive any termination of this Agreement.

8. INDEMNIFICATIONS.

The Developer will indemnify and hold harmless the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this paragraph collectively referred to as the "Indemnified Parties") against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any breach of any warranty, covenant or agreement of the Developer under this Agreement, and the development of the Property; provided that the foregoing indemnification shall not be effective for any willful acts of the Indemnified Parties. Except for any willful misrepresentation or any willful misconduct of the Indemnified Parties, the Developer will protect and defend the Indemnified Parties from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the action or inaction of the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership and operation of the Developer's Improvements and the Property. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the City and not of any governing body, member, officer, agent, servant or employee or the City. All covenants, stipulations, promises, agreements and obligations of the Developer contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the Developer and not of any of its officers, owners, agents, servants or employees.

9. ASSIGNMENT OF AGREEMENT.

This Agreement may not be assigned by the Developer without the prior written consent of the City. Any such consent requested of the City may be withheld, conditioned or delayed for any commercially reasonable reason.

10. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon the successors and assigns of the Developer.

11. MISCELLANEOUS.

11.1 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:

Developer: Kenall Manufacturing Co.
5304 99th Avenue
Kenosha, WI 53144
Attn: William. F. Hartwig
Chief Financial Officer
Phone: (815) 236-4535
Facsimile: (847) 599-3442
Email: bhartwig@kenall.com

With a copy to:

Kenall Manufacturing Co.
5304 99th Avenue
Kenosha, WI 53144
Attn: Randy Hernandez
Executive Vice-President, Operations
Phone: (847-275-5838
Facsimile: (847) 599-3469
Email: rhernandez@kenall.com

City: City of Kenosha
ATTN: Director of Finance
625 - 52nd Street
Kenosha, WI 53140

With a copy to:

City Attorney
625 52nd Street, Room 201
Kenosha, WI 53140
Facsimile: (262) 653-4176
Email: webcityattorney@kenosha.org

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

11.2 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.

11.3 No Implied Approvals. Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of the Developer to obtain all necessary approvals, licenses and permits from the City in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the City to approve or disapprove any and all plans and specifications, or any part thereof, or to impose any limitations, restrictions and requirements on the development, construction and/or use of the Property or the Developer's

Improvements as a condition of any such approval, license or permit; including, without limitation, requiring any and all other development and similar agreements.

11.4 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.

11.5 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.

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

11.7 Third-Party Beneficiaries. This Agreement creates rights and obligations only for the parties hereto and their permitted successors and assigns and is not intended to and does not create any right in any third party.

11.8 Amendment. Except as set forth in Section 3.2 with respect to Exhibit E, this Agreement may only be amended in a writing signed by the City and Developer.

11.9 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.

11.10 Independent Contractors. The City and Developer each are 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.

11.11 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.

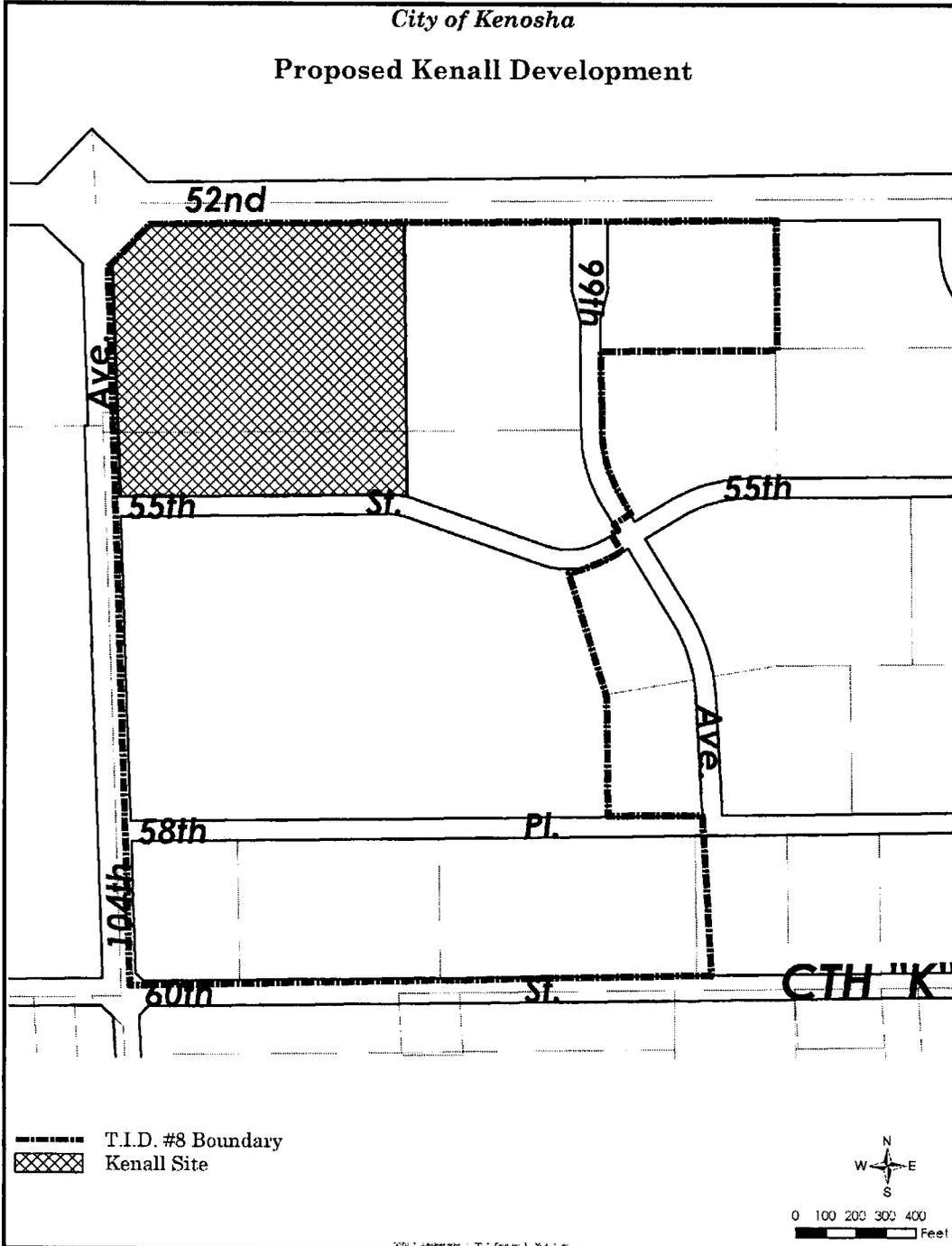
11.12 Agreement to Pay Attorneys' Fees and Expenses. In the event that a party or third-party beneficiary incurs attorney's fees, court costs and/or other expenses in connection with enforcing the performance or observance of any obligation under this Agreement, the prevailing party shall be reimbursed reasonable attorney's fees, court costs and other reasonable expenses incurred by such prevailing party.

11.13 Exhibits. All exhibits referenced herein are incorporated herein by reference.

[Signature Pages Follow]

EXHIBIT A
TO
DEVELOPMENT GRANT AGREEMENT

Description of Property



0 100 200 300 400 Feet

**EXHIBIT B
TO
DEVELOPMENT GRANT AGREEMENT**

Description of Development

The project involves the acquisition of a 34-acre industrial site in the Business Park of Kenosha and construction of an approximately 350,000 square foot state-of-the-art facility that will house Kenall Manufacturing's engineering, design, and production operations, as well as the company's headquarters. Construction is expected to commence in the spring of 2014 and be completed by the end of the year. Once the facility is constructed, Kenall will relocate existing operations from Gurnee, IL and gain additional capacity to support business expansion.

**EXHIBIT C
TO
DEVELOPMENT GRANT AGREEMENT**

TIF Plan

The Project Plan for Tax Incremental District No. 8, as amended (the “Project Plan”) was approved by a resolution of the City’s Common Council, adopted on October 7, 2013, and was approved by the Joint Review Board on October 16, 2013. The Project Plan is on file in the office of the City Clerk and is incorporated herein by reference.

**EXHIBIT D
TO
DEVELOPMENT GRANT AGREEMENT**

Employment Requirement Reporting Form

City of Kenosha
Development Grant Agreement Support Schedule
Shortfall Guaranty Calculation

Name of Company: Kenall Manufacturing Co.

TID #: 8

Period Covered: For the Year Ended December 31, 2015

EXAMPLE

Section I: Incremental Value of Development:

Assessed Value of Real Estate (Land + Improvements)	\$ 14,000,000	(a) (input)
Assessed Value of Taxable Personal Property	\$ 1,000,000	(b) (input)
Total Assessed Value	\$ 15,000,000	(c) (calculation)
Less: Base Value prior to Incremental Development (Constant - provided by City)	\$ 3,000,000	(d) (constant)
Total Net Incremental Value of Development	\$ 12,000,000	(e) (calculation)
Current Period Mill Rate:	32.1230	(f) (input)
TIF Revenues Generated by Development	\$ 385,476	(g) (calculation)
Current Period Debt Service Payment (from Final Debt Service Schedule)	\$ 600,000	(h) (input)
Is Line (g) greater than or equal to Line (h) ?	NO	(i) (auto)

If Line (i) is "YES", STOP, sign and certify this form and distribute per terms and conditions of Paragraph 11.1 of the Development Grant Agreement between the City of Kenosha and Kenall Manufacturing Co.

If Line (i) is "NO", continue to Section II.

Section II: Employment Requirements:

Total Hours worked by all wage earners for the period (1)	800,000	(j) (input)
Divided by:	2,080	(k) (constant)
Number of Full Time Equivalent Employees Employed during the period	385	(l) (calculation)
Number of Full-Time Equivalent Employees required by agreement	365	(m) (constant)
Is Line (l) greater than or equal to Line (m) ?	YES	(n) (auto)
Total Wages paid for period based on Form W-2, Box 5	\$ 21,500,000	(o) (input)
Divided by full-time equivalent employees (from Line (l) above)	385	(p) (auto)
Actual Average Annual Wages per employee for the period	\$ 55,900	(q) (calculation)
Average Annual Wages per employee required by agreement	\$ 55,000	(r) (adj annually)
Is Line (q) greater than or equal to Line (r) ?	YES	(s) (auto)

If Line (n) and Line (s) is "YES", STOP, sign and certify this form and distribute per terms and conditions of Paragraph 11.1 of the Development Grant Agreement between the City of Kenosha and Kenall Manufacturing Co.

If Line (n) or Line (s) is "NO", continue to Section III.

Section III: Shortfall Guarantee Payment:

Current Period Debt Service Payment (from Final Debt Service Schedule)	\$ -	(t) (auto)
TIF Revenues Generated by Development	\$ -	(u) (auto)
Difference between Line (t) and Line (u)	\$ -	(v) (calculation)

Please sign and certify this form and forward your payment in the amount shown above on Line (v) to the City of Kenosha within 30 days as per the terms and conditions of Paragraph 4.(v) of the Development Grant Agreement between the City of Kenosha and Kenall Manufacturing Co.

(1) - Total Hours worked is calculated by adding all actual non-exempt wage earner hours plus for each exempt full-time employee 2,080 hours.

City of Kenosha
Development Grant Agreement Support Schedule
Shortfall Guaranty Calculation

Name of Company: Kenall Manufacturing Co.

TID #: 8

EXAMPLE

Period Covered: For the Year Ended December 31, 2015

The Corporate officer signing below certifies that the accompanying information and statements provided by Kenall Manufacturing Co. is true, correct and complete to the best of his/her knowledge and belief.

Per the terms and conditions of the Development Grant Agreement between the City of Kenosha and Kenall Manufacturing Co. Paragraph 2.2, the City reserves its rights to inspect and to have its independant accountants or other consultants inspect, the books and records of the Company to the extent necessary to verify the information provided above.

Signature of Officer

Date

Print Name

Title

**EXHIBIT E
TO
DEVELOPMENT GRANT AGREEMENT**

City Debt Service Payments

City of Kenosha

\$4,300,000.00 Taxable G.O. Notes, Series 2014B - Dated 04/22/14

TID No. 8 Stand Alone - \$14,000,000 and \$20,000,000

Preliminary Estimate

Debt Service Schedule -- Accrual Basis

Calendar Year	Principal	Coupon	Interest	Total P+I
2014	-	-	63,115.27	63,115.27
2015	-	-	142,902.50	142,902.50
2016	425,000.00	1.550%	139,608.75	564,608.75
2017	435,000.00	2.000%	131,965.00	566,965.00
2018	445,000.00	2.450%	122,163.75	567,163.75
2019	455,000.00	2.900%	110,115.00	565,115.00
2020	470,000.00	3.300%	95,762.50	565,762.50
2021	485,000.00	3.800%	78,792.50	563,792.50
2022	505,000.00	4.150%	59,098.75	564,098.75
2023	530,000.00	4.400%	36,960.00	566,960.00
2024	550,000.00	4.600%	12,650.00	562,650.00
-	\$4,300,000.00	-	\$993,134.02	\$5,293,134.02

Yield Statistics

Bond Year Dollars	\$26,484.17
Average Life	6.159 Years
Average Coupon	3.7499161%
Net Interest Cost (NIC)	3.9772217%
True Interest Cost (TIC)	3.9763833%
Bond Yield for Arbitrage Purposes	3.7151974%
All Inclusive Cost (AIC)	4.0822218%

IRS Form 8038

Net Interest Cost	3.7499161%
Weighted Average Maturity	6.159 Years

2013 - TID8 \$14M & \$20M S | SINGLE PURPOSE | 2/ 4/2014 | 2:30 PM

Piper Jaffray & Co.
Wisconsin Public Finance

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

PREPARED FOR: Finance Committee

ITEM: Disbursement Record #3

ESTIMATED FINANCIAL IMPACT:

No additional fiscal note needed.

Date Prepared: 02/24/14

Prepared By: *MKS*

Reviewed By: 

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT			
135614	2/05	RNOW, INC.	630-09-50101-393-000	01/14-SE PARTS/MATER	3,843.18			
			630-09-50101-393-000	01/14-SE PARTS/MATER	2,456.59			
			630-09-50101-393-000	01/14-SE PARTS/MATER	222.60			
			630-09-50101-393-000	01/14-SE PARTS/MATER	69.41			
				..... CHECK TOTAL	6,591.78		
135615	2/05	VIKING ELECTRIC SUPPLY	110-03-53109-361-000	01/14-ST ELECTRICAL	23.49			
135616	2/05	COMSYS, INCORPORATED	110-01-51102-215-000	2/8-3/7/14 SERVICES	39,585.60			
			501-09-50101-215-000	2/8-3/7/14 SERVICES	9,896.40			
				..... CHECK TOTAL	49,482.00		
135617	2/05	HWY C SERVICE	630-09-50101-393-000	01/14-SE#2215 PARTS	196.29			
			501-09-50106-344-000	01/14-PA SERVICE/PAR	9.58			
				..... CHECK TOTAL	205.87		
135618	2/05	ICMA RETIREMENT TRUST	110-00-21572-000-000	1/16-31/14 CONTRIBS	49,309.29			
			110-00-21599-000-000	01/16-31/14 CONTRIBS	7,945.16			
				..... CHECK TOTAL	57,254.45		
135619	2/05	INTERSTATE ELECTRIC SUPPLY	110-03-53107-344-000	01/14-ST ELECTRICAL	286.04			
			110-03-53103-246-000	01/14-ST ELECTRICAL	188.10			
			110-05-55109-344-000	01/14-PA ELECTRICAL	93.00			
			110-03-53107-344-000	01/14-ST ELECTRICAL	72.72			
			110-03-53107-344-000	01/14-ST ELECTRICAL	61.40			
			110-02-52203-344-000	01/14-FD ELECTRICAL	46.25			
			110-03-53109-361-000	01/14-ST ELECTRICAL	44.80			
			110-03-53107-344-000	01/14-ST ELECTRICAL	38.43			
			110-03-53116-246-000	01/14-WA ELECTRICAL	36.95			
			110-03-53109-375-000	01/14-ST ELECTRICAL	34.52			
			632-09-50101-246-000	01/14-SE ELECTRICAL	12.59			
				..... CHECK TOTAL	914.80		
			135620	2/05	KENOSHA NEWS	520-09-50301-327-564	BUS SCHEDULES	3,413.00
			135621	2/05	MONROE TRUCK EQUIPMENT	630-09-50101-393-000	01/14-SE#3209 PARTS/	506.87
135622	2/05	LORENZ TOPSOIL	461-11-51301-581-000	PULVERIZED TOPSOIL	968.00			

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
135623	2/05	WILLKOMM INC., JERRY	520-09-50106-341-000	01/14-TD DIESEL FUEL	23,595.68
135624	2/05	LEITCH PRINTING CORP.	630-09-50101-311-000	01/14 SE INDEX	112.00
135625	2/05	CRETEX MATERIALS INC	501-09-50105-354-000	01/14 SW TORPEDO SAN	571.47
135626	2/05	BROOKS TRACTOR, INC.	521-09-50101-282-000	01/14 LOADER RENTAL	2,820.00
			630-09-50101-393-000	01/14 SE PARTS & MAT	638.79
			630-09-50101-393-000	01/14 SE PARTS & MAT	200.45
			630-09-50101-393-000	01/14 SE #2592 PARTS	36.38
				..... CHECK TOTAL	3,695.62
135627	2/05	DON'S AUTO PARTS	520-09-50201-344-000	REPAIR CYLINDER HD	1,080.96
			630-09-50101-393-000	01/14 SE #2946 PARTS	295.28
			110-02-52203-344-000	01/14 FD PARTS & MAT	81.60
			630-09-50101-393-000	01/14 SE #2234 PARTS	22.99
				..... CHECK TOTAL	1,480.83
135628	2/05	EWALDS HARTFORD FORD LLC	405-11-51320-579-000	2014 FORD F450	64,771.00
			405-11-51320-579-000	EXTENDED POWER TRAIN	2,385.00
			405-11-51320-579-000	PUSH BUMPER	1,328.00
				..... CHECK TOTAL	68,484.00
135629	2/05	OFFICEMAX	110-01-50101-311-000	01/14 CT #2747 OFFC	382.86
			110-02-52103-311-000	01/14 PD #2745 OFFC	347.53
			110-01-51101-311-000	01/14 FN #2739 OFFC	143.79
			110-01-51601-311-000	01/14 CD #2741 OFFC	111.55
			110-01-51901-311-000	01/14 CT #2746 OFFC	55.45
			110-01-51301-311-000	01/14 AD #2744 OFFC	24.57
			110-01-51101-311-000	01/14 FN #2739 OFFC	20.24
			110-01-51101-311-000	01/14 FN #2739 CORR	39.67CR
				..... CHECK TOTAL	1,046.32
135630	2/05	STATE CHEMICAL MANUFACTURING	632-09-50101-382-000	01/14-SE MATERIALS	559.00
135631	2/05	NORTH AMERICAN SALT CO.	630-09-50101-393-000	01/14 ROAD SALT	50,611.76
			630-09-50101-393-000	01/14 ROAD SALT	38,535.74
				..... CHECK TOTAL	89,147.50
135632	2/05	HOLLAND SUPPLY, INC.	630-09-50101-393-000	01/14-SE HYDRAULIC F	363.26
			630-09-50101-393-000	01/14-CE HYDRAULIC F	185.16
			501-09-50104-344-000	01/14-ST HYDRAULIC F	10.40
			630-09-50101-393-000	01/14-CE HYDRAULIC F	10.08
			632-09-50101-389-000	01/14-CE HYDRAULIC F	8.28
				..... CHECK TOTAL	577.18

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
135633	2/05	KENOSHA COUNTY DIVISION OF	520-09-50301-258-000	4TH QTR ADMIN OVRST	7,715.20
135634	2/05	AECOM TECHNICAL SERVICES INC	403-11-51306-589-000	12/13-27 GRANT APPL	5,352.27
			420-11-51010-589-000	11/2-12/31 BRTTS RSP	2,244.39
			420-11-51010-589-000	11/30-12/31 GENERAL	1,343.82
			420-11-51210-589-000	10/5-12/31 EXCAVATE	646.44
			420-11-51204-219-000	10/12-12/31 RFR SPT	419.90
			497-11-50101-219-000	11/2-12/31 SW INVST	406.89
			420-11-51210-589-000	11/2-12/31 SW INVST	282.75
				..... CHECK TOTAL	10,696.46
135635	2/05	U.S. CELLULAR	521-09-50101-226-000	01/14 AR-CELL AIRTM	57.86
135636	2/05	MANDLIK & RHODES	501-09-50102-219-000	01/14 WASTE COUPON	758.25
			501-09-50102-219-000	01/14 WASTE COUPON	417.87
			501-09-50102-219-000	12/13 YW PRG ADMIN	350.00
			501-09-50102-219-000	01/14 WASTE COUPON	271.20
			501-09-50102-219-000	01/14 WASTE COUPON	67.32
				..... CHECK TOTAL	1,864.64
135637	2/05	AECOM TECHNICAL SERVICES INC	405-00-46907-713-000	11/2-12/31 UST	8,536.23
135638	2/05	LEE PLUMBING, INC.	110-02-52203-241-000	01/14-FD#4 HVAC, PLU	225.00
			110-01-51801-241-000	12/13-MB HVAC, PLUMB	184.00
				..... CHECK TOTAL	409.00
135639	2/05	HUMANA CLAIMS	611-09-50101-155-527	01/31/14 MED CLAIMS	110,161.88
			611-09-50101-155-527	02/03/14 MED CLAIMS	40,635.22
			611-09-50101-155-527	02/03/14 PHARMACY	8,596.91
			611-09-50101-155-527	02/04/14 MED CLAIMS	5,943.45
			611-09-50101-155-527	01/31/14 PHARMACY	2,340.94
			611-09-50101-155-527	02/04/14 PHARMACY	467.83
				..... CHECK TOTAL	168,146.23
135640	2/05	US CELLULAR	206-02-52205-226-000	01/14 FD-DATA SERVC	155.61
			631-09-50101-226-000	01/14 EN-CELL AIRTM	48.13
			110-02-52102-226-000	01/14 PD-CELL AIRTM	39.46
			110-02-52103-226-000	01/14 PD-CELL AIRTM	29.06
			110-01-51601-226-000	01/14 CD-CELL AIRTM	24.96
			110-02-52108-226-000	01/14 PD-CELL AIRTM	16.10
			520-09-50401-226-000	01/14 TD-CELL AIRTM	1.99
			205-03-53119-226-000	01/14 ST-CELL AIRTM	1.26
			205-03-53118-226-000	01/14 WA-CELL AIRTM	1.26
			110-03-53103-226-000	01/14 ST-CELL AIRTM	1.26
			110-02-52101-226-000	01/14 PD-CELL AIRTM	.87
				..... CHECK TOTAL	319.96

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
135641	2/05	HEALTHSTAT	611-09-50101-155-504	12/13 MID LVL PROV	9,458.80
			611-09-50101-155-504	12/13 PRG ADMN FEE	9,353.40
			611-09-50101-155-504	12/13 REF LAB FEES	2,751.78
			611-09-50101-155-504	11/13 BANK FEES	50.69
				..... CHECK TOTAL	21,614.67
135642	2/05	JENSEN TOWING	110-02-52103-219-000	01/14-#14-002617 TOW	15.00
			110-02-52103-219-000	01/14-#14-000359 TOW	15.00
				..... CHECK TOTAL	30.00
135643	2/05	BIO-TRON INC.	206-02-52205-235-000	MAINT CONTRACT	3,800.00
135644	2/05	KENOSHA STARTER & ALTERNATOR	630-09-50101-393-000	01/14-SE#332 PARTS/L	66.46
135645	2/05	HUMANA SPECIALTY BENEFITS	110-00-21538-000-000	01/14 DEDUCTIONS	1,552.77
135646	2/05	AMERICAN HYDRAULICS	630-09-50101-393-000	01/14 SE PARTS/SERVI	1,190.00
			630-09-50101-393-000	01/14 SE PARTS/SERVI	875.29
			630-09-50101-393-000	01/14 SE PARTS/SERVI	595.00
				..... CHECK TOTAL	2,660.29
135647	2/05	NYBERG TROPHIES & AWARDS	761-09-50101-389-000	PLAQUE/PLATES	187.00
135648	2/05	L & L CONCRETE	633-09-50101-259-000	12/11/13 SNOW/ICE	90.00
135649	2/05	SICALCO, LTD.	110-03-53107-352-000	01/14-ST CALCIUM CHL	2,431.94
135650	2/05	STAPLES	110-01-51303-311-000	01/14-HR CONTRACTS	349.80
135651	2/05	WAUSAU EQUIPMENT CO.	205-03-53118-219-000	12/13 TIRE TRANSPRT	900.00
135652	2/05	WASTE MANAGEMENT	633-09-50101-253-000	01/14-LI WEEKLY PICK	92.85
135653	2/05	BULBTRONICS	761-09-50101-369-000	STUDIO LAMPS	114.91
135654	2/05	MENARDS (KENOSHA)	110-05-55109-369-000	01/14-PA MERCHANDISE	197.15
			110-03-53107-389-000	01/14-ST MERCHANDISE	159.84
			110-02-52201-382-000	01/14-FD#3 MERCHANDI	46.49
			110-02-52203-369-000	01/14-FD#4 MERCHANDI	33.56
			501-09-50105-344-000	01/14-SW MERCHANDISE	32.49
			110-01-51601-311-000	01/14-CD MERCHANDISE	19.74
			110-02-52203-382-000	01/14-FD#5 MERCHANDI	5.36
				..... CHECK TOTAL	494.63

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
135655	2/05	BELLE CITY FIRE EXTINGUISHER	633-09-50101-246-000	01/14 LI-EXTINGUISHR	174.80
			110-02-52103-389-000	01/14 PD-EXTINGUISHR	144.65
				..... CHECK TOTAL	319.45
135656	2/05	AUTO GLASS SPECIALISTS, INC.	630-09-50101-393-000	01/14 #2518 REPAIRS	216.89
			630-09-50101-393-000	01/14 #2282 REPAIRS	191.94
			630-09-50101-393-000	01/14 #2774 REPAIRS	78.93
				..... CHECK TOTAL	487.76
135657	2/05	GRAINGER	521-09-50101-344-000	01/14-AR PARTS/MATER	97.02
			521-09-50101-344-000	01/14-AR PARTS/MATER	96.14
			521-09-50101-344-000	01/14-AR PARTS/MATER	46.46
			110-02-52203-344-000	01/14-FD PARTS/MATER	25.07
			110-01-51801-241-000	01/14-MB PARTS/MATER	5.53
				..... CHECK TOTAL	270.22
135658	2/05	TIME WARNER CABLE	110-01-51102-233-000	01/17-2/16 MB RR	355.00
			110-01-51102-233-000	1/19-2/18 SE-RR	139.95
				..... CHECK TOTAL	494.95
135659	2/05	BOUND TREE MEDICAL, LLC	206-02-52205-318-000	01/14 FD MEDICAL SUP	135.98
135660	2/05	IAFF/NATIONWIDE	110-00-21574-000-000	01/16-31/14 CONTRIBS	20,196.32
135661	2/05	PIEPER ELECTRIC	520-09-50401-246-000	ANNUAL INSPECTION	4,445.00
135662	2/05	AVI SYSTEMS, INC	761-09-50101-233-000	ANNUAL SUBSCRIPTION	947.00
135663	2/05	BAYCOM	110-02-52203-231-000	RADIO SERVICE	3,450.00
135664	2/05	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	01/16-31/14 CONTRIBS	7,368.33
135665	2/05	TARSITANO-MANTOOTH, RITA	110-00-21111-000-000	COURT PYMT R010704	5.00
135666	2/07	EDM PUBLISHERS	110-02-52201-322-000	SUBSCRIPT RENEWAL	99.00
135667	2/07	BINDELLI BROTHERS, INC	110-09-56501-259-569	01/14 2414 55 ST	98.00
135668	2/07	VIKING ELECTRIC SUPPLY	110-03-53107-344-000	01/14 ST ELECTRICAL	278.27
			110-03-53109-344-000	01/14 ST ELECTRICAL	65.61
			110-02-52203-344-000	01/14 FD ELECTRICAL	28.11
			110-03-53107-344-000	01/14 ST RETURN	234.31CR
				..... CHECK TOTAL	137.68

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
135669	2/07	KENOSHA CO HEALTH DIVISION	110-04-54101-252-000	01/14 HEALTH SERVC	45,404.08
135670	2/07	GENERAL COMMUNICATIONS, INC.	110-02-52103-231-000	1-6/14 KENWOOD TK521	12,528.00
			110-02-52103-231-000	1-6/14 KENWOOD TK571	7,056.00
			520-09-50201-231-000	1-6/14 RADIO MAINT	3,885.00
			110-02-52203-231-000	1-6/14 FD-RADIO MNT	2,142.00
			110-02-52103-231-000	1-6/14 M/ACOM P25 RE	780.00
			110-02-52103-231-000	1-6/14 M/ACOM BASE S	630.00
				..... CHECK TOTAL	27,021.00
135671	2/07	KENOSHA JOINT SERVICES	110-02-52111-251-000	02/14 JOINT SERVICES	222,155.07
			110-02-52202-251-000	02/14 JOINT SERVICES	55,538.77
				..... CHECK TOTAL	277,693.84
135672	2/07	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	02/07/14 CITY HRLY	10,143.80
			110-00-21562-000-000	02/07/14 WATER HRLY	3,656.87
				..... CHECK TOTAL	13,800.67
135673	2/07	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	9/15/13 W/C	585.80
135674	2/07	KENOSHA NEWS	222-09-50101-259-000	01/14 BREW HA HA-AD	245.00
135675	2/07	AMERICAN ASSOC OF AIRPORT	521-09-50101-323-000	ASSOC DUES 2014	150.00
135676	2/07	SHOPKO	110-02-52203-382-000	01/14 FD #4 MERCHAND	101.09
135677	2/07	KENOSHA COUNTY	110-02-52105-283-000	02/14 MONTHLY RENT	11,566.67
135678	2/07	UW-PARKSIDE	724-00-21933-000-000	ROSS SCHOLARSHIP	2,000.00
135679	2/07	WILLKOMM INC., JERRY	630-09-50101-392-000	01/14 CE DIESEL FUEL	23,262.46
			521-09-50101-341-000	01/14 AR DIESEL FUEL	1,758.83
				..... CHECK TOTAL	25,021.29
135680	2/07	WE ENERGIES	110-03-53103-222-000	6415 35TH AVE-GAS	10,970.34
			110-03-53109-221-000	#6 12/22-01/26	4,075.97
			110-03-53109-221-000	#6 12/19-01/23	3,384.79
			110-03-53103-222-000	6415 35TH AVE GAS	2,901.79
			110-03-53109-221-000	#6 12/25-01/27	2,500.98
			110-05-55109-222-000	#6 11/21-12/27	2,498.57
			633-09-50101-221-000	#6 11/21-12/26	2,472.90
			522-05-50102-221-000	#6 12/17-01/21	2,323.24
			110-05-55109-221-000	#6 12/17-01/21	2,191.31
			110-03-53103-221-000	#6 11/21-12/27	2,185.70
			110-03-53109-221-000	#6 12/18-01/22	1,899.46
			632-09-50101-221-000	#6 11/21-12/27	1,783.86
			110-02-52203-221-000	#6 12/23-01/28	1,675.34
			110-03-53116-221-000	#6 12/18-01/22	1,534.81
			110-05-55106-222-000	#6 12/18-01/23	1,310.98

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-03-53109-221-000	#6 12/17-01/21	1,305.99
			520-09-50202-222-000	#6 12/25-01/27	489.39
			110-05-55109-221-000	#6 12/18-01/23	449.94
			110-03-53109-221-000	#6 11/21-12/26	438.30
			520-09-50202-221-000	#6 12/25-01/27	422.86
			110-05-55111-222-000	#6 12/19-01/23	411.09
			110-03-53109-221-000	#6 12/19-01/27	348.49
			110-03-53103-221-000	#6 12/25-01/27	272.58
			110-03-53117-221-000	#6 12/18-01/22	241.35
			110-05-55109-221-000	#6 12/22-01/26	160.77
			110-05-55109-221-000	#6 12/18-01/22	121.93
			110-05-55109-222-000	#6 12/25-01/27	107.04
			519-09-50103-221-000	#6 12/25-01/27	90.63
			110-05-55109-221-000	#6 12/19-01/23	49.24
			522-05-50102-222-000	#6 11/14-01/21	27.13
			110-05-55109-221-000	#6 12/25-01/27	19.68
			110-05-55109-222-000	#6 12/17-01/21	1.39CR
			110-05-55111-221-000	#6 12/20-01/22	204.58CR
				..... CHECK TOTAL	48,460.48
135681	2/07	JONES & BARTLETT LEARNING	110-02-52206-322-000	ONLINE: FIELD TRAIN.	748.00
			110-02-52206-322-000	ONLINE FTO	174.50
			110-02-52206-322-000	FIRE/EMERGENCY SERV.	66.75
			110-02-52206-322-000	ECSG CASES FOR EMS	50.00
				..... CHECK TOTAL	1,039.25
135682	2/07	LEITCH PRINTING CORP.	205-03-53118-311-000	01/14 PW RECYL TAGS	315.00
135683	2/07	SOUTHPORT VACUUM	110-02-52203-382-000	01/14 STA 5 REPAIRS/	38.85
135684	2/07	WISCONSIN FUEL & HEATING	630-09-50101-391-000	01/14 CE DIESEL FUEL	24,507.87
			630-09-50101-392-000	01/14 CE DIESEL FUEL	24,004.87
			630-09-50101-392-000	01/14 CE DIESEL FUEL	23,654.20
				..... CHECK TOTAL	72,166.94
135685	2/07	A & R DOOR SERVICE	501-09-50105-246-000	1/14 SW-DOOR REPAIRS	95.25
			110-03-53103-246-000	1/14 ST-DOOR REPAIR	95.25
			501-09-50105-246-000	1/14 SW-DOOR REPAIRS	85.00
				..... CHECK TOTAL	275.50

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
135686	2/07	BATTERIES PLUS LLC	206-02-52205-344-000	01/14 FD-BATTERIES	28.89
135687	2/07	AT&T	110-02-52203-225-000	1/22-2/21 REPEATER	413.26
135688	2/07	KENOSHA AREA CHAMBER	501-09-50101-264-000	2014 EXPO - FEE	250.00
135689	2/07	CHASE BANK KENOSHA	110-00-21513-000-000	02/07/14 DEDUCTIONS	30,352.35
			110-00-21511-000-000	02/07/14 DEDUCTIONS	14,505.99
			110-00-21612-000-000	02/07/14 DEDUCTIONS	14,505.82
			110-00-21614-000-000	02/07/14 DEDUCTIONS	3,538.64
			110-00-21514-000-000	02/07/14 DEDUCTIONS	3,538.61
				..... CHECK TOTAL	66,441.41
135690	2/07	OFFICEMAX	632-09-50101-311-000	01/14 SE #2742 OFFC	1,379.50
			110-02-52201-311-000	01/14 FD #2749 OFFC	133.40
			110-01-51301-311-000	01/14 AD #2740 OFFC	69.70
			632-09-50101-311-000	01/14 SE #2742 OFFC	55.05
			632-09-50101-311-000	01/14 SE #2742 OFFC	52.04
			110-01-51303-311-000	01/14 HR #2748 OFFC	14.58
			632-09-50101-311-000	01/14 SE #2742 PRCNG	1,376.80CR
				..... CHECK TOTAL	327.47
135691	2/07	KRUSCHKE EQUIPMENT & SALES	632-09-50101-389-000	CSC03 DETERGENT	405.00
135692	2/07	SOUTHEAST PARK & RECREATION	110-05-55101-323-000	2014 DUES-M DURKEE	18.00
135693	2/07	MADISON TRUCK EQUIPMENT	630-09-50101-393-000	01/14 PARTS AND SERV	285.08
135694	2/07	NORTH AMERICAN SALT CO.	630-09-50101-393-000	01/14 ROAD SALT	7,430.98
135695	2/07	WIS FIRE INSPECTORS ASSOC.	110-02-52204-323-000	RENEWAL P RYAN	40.00
135696	2/07	BENDLIN FIRE EQUIPMENT CO.	110-02-52203-344-000	01/14 FD-PARTS/MTRLS	607.09
135697	2/07	STRAND ASSOCIATES, INC.	110-03-53117-219-000	11-12/13 MONITORING	935.40
135698	2/07	MESSERLI & KRAMER P.A.	110-00-21581-000-000	02/07/14 DEDUCTION	294.61
135699	2/07	EIASEW	110-01-51601-264-000	PAGOULATOS 3/10-11	160.00
			110-01-51601-264-000	M MOORE 3/11	80.00
				..... CHECK TOTAL	240.00

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
135700	2/07	HUMANA CLAIMS	611-09-50101-155-527	02/05/14 MED CLAIMS	22,228.58
			611-09-50101-155-527	02/05/14 PHARMACY	13,261.00
			611-09-50101-155-527	02/06/14 PHARMACY	8,761.58
			611-09-50101-155-527	02/06/14 MED CLAIMS	2,093.85
				..... CHECK TOTAL	46,345.01
135701	2/07	PIONEER COMMERCIAL CLEANING	632-09-50101-243-000	01/14 JANITORIAL SER	270.00
135702	2/07	DROPRITE TREE & LANDSCAPE	407-11-51302-219-000	01/14 TREE REMOVAL	2,030.00
135703	2/07	BUSINESS HEALTH CARE GROUP	611-09-50101-155-000	2014 MEMBERSHIP	12,300.00
135704	2/07	HUMANA INSURANCE CO	611-09-50101-155-517	01/14 PREMIUM	101,830.66
			611-09-50101-155-518	01/14 PREMIUM	34,108.08
			611-09-50101-155-519	01/14 PREMIUM	3,812.48
			611-09-50101-155-519	01/14 PREMIUM	4.48CR
			611-09-50101-155-518	01/14 PREMIUM	11.20CR
			611-09-50101-155-518	01/14 PREMIUM	37.34CR
			611-09-50101-155-517	01/14 PREMIUM	112.07CR
				..... CHECK TOTAL	139,586.13
135705	2/07	EMERGING COMMUNITIES CORP	420-11-51010-589-000	02/14 SERVICES	2,500.00
135706	2/07	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	02/07/14 DEDUCTION	35.29
135707	2/07	MALSACK, J	110-09-56501-259-566	1/14 1410 83RD ST	211.18
			110-09-56501-259-566	1/14 4057 30TH AVE	145.35
			110-09-56501-259-566	1/14 9908 63RD ST	68.40
			110-09-56501-259-566	1/14 3320 13TH ST	64.12
			110-09-56501-259-566	1/14 4629 5TH AVE	59.85
			110-09-56501-259-566	1/14 2308 ROOSEVELT	48.31
			110-09-56501-259-566	1/14 2312 ROOSEVELT	38.47
			110-09-56501-259-566	1/14 2027 73RD ST	38.47
			110-09-56501-259-566	1/14 4053 30TH AVE	34.20
			110-09-56501-259-566	1/14 6212 32ND AVE	34.20
			110-09-56501-259-566	1/14 2721 63RD ST	29.07
				..... CHECK TOTAL	771.62
135708	2/07	REMINGTON ARMS CO., INC	110-02-52107-264-000	TRAINING 3/10-11	900.00

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
135709	2/07	UW-STEVENS POINT	724-00-21933-000-000	MACARENO-SCHOLARSHP	2,000.00
135710	2/07	JOHNSON BANK	110-00-21532-000-000 110-00-21532-000-000	02/07/14 CITY HRLY 02/07/14 WATER HRLY CHECK TOTAL	1,195.00 454.62 1,649.62
135711	2/07	MOORE OIL	520-09-50106-341-000	01/14 TD BULK LUBRIC	277.15
135712	2/07	CDW-G	110-01-51102-539-000 110-01-51102-539-000	01/14 DP COMPUTER EQ 01/14 DP COMPUTER E CHECK TOTAL	518.71 108.86 627.57
135713	2/07	CHAPTER 13 TRUSTEE	110-00-21581-000-000 110-00-21581-000-000 110-00-21581-000-000	02/07/14 DEDUCTION 02/07/14 DEDUCTION 02/07/14 DEDUCTION CHECK TOTAL	104.00 87.00 45.00 236.00
135714	2/07	QUALITY MUDJACKING SERVICE	501-09-50105-219-000	2013 MUDJACKING	4,500.00
135715	2/07	LOGISTICS PLUS	205-03-53118-219-000 205-03-53118-219-000	01/14 TIRE RECYCLING 12/30/13 TRANSPORT CHECK TOTAL	900.00 900.00 1,800.00
135716	2/07	RECPLEX	611-09-50102-259-000	CITY OF KENOSHA	100.00
135717	2/07	MENARDS (KENOSHA)	110-02-52203-382-000 110-03-53103-387-000 110-03-53103-387-000	01/14 FD #4 MERCHAND 01/14 ST MERCHANDISE 01/14 ST RETURN CHECK TOTAL	434.65 121.04 119.26CR 436.43
135718	2/07	WIS SCTF	110-00-21581-000-000	02/07/14 HRLY DEDCT.	964.65
135719	2/07	NEXTEL COMMUNICATIONS	110-02-52109-226-000	12/13 PHONE SERVICE	312.42
135720	2/07	STATE OF WI DSPTS	501-09-50103-264-000	KUHLMEY CREDENTIALS	49.19
135721	2/07	LEXIS NEXIS DATA MGMT	110-02-52101-219-000	12/13 SEARCH/LOCATE	118.20
135722	2/07	FABCO RENTS	501-09-50105-282-000	01/14 SW EQUIPMENT R	176.50

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
135723	2/07	NATIONAL FIRE PROTECTION	110-02-52204-322-000	RENEWAL P RYAN	1,165.50
135724	2/07	FOX VALLEY CHEMICAL CO	110-02-52203-382-000	01/14 FD #4 CONSUMAB	647.40
			110-02-52203-382-000	01/14 FD #7 CONSUMAB	489.10
			110-02-52203-382-000	01/14 FD #3 CONSUMAB	472.40
			110-02-52203-382-000	01/14 FD #7 CONSUMAB	108.40
				..... CHECK TOTAL	1,717.30
135725	2/07	AIRGAS NORTH CENTRAL	110-03-53103-355-000	01/14 ST INDUSTRIAL	61.75
135726	2/07	UW PARKSIDE	110-02-52107-264-000	SPANISH CLASS 2/4	197.50
135727	2/07	TENUTA'S PIZZA & PASTA	110-01-50605-263-000	YOUTH COMM ANL RCPT	662.00
135728	2/07	STATE OF WISCONSIN	521-09-50101-219-000	509561/513338 PRMTS	100.00
135729	2/07	IOD INCORPORATED	110-09-56405-161-000	1/17/14 W/C	9.02
			110-09-56405-161-000	1/22/14 W/C	8.57
			110-09-56405-161-000	1/21/14 W/C	8.57
				..... CHECK TOTAL	26.16
135730	2/07	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	12/29/13 W/C	272.85
135731	2/07	UNITED OCC MEDICINE	110-09-56405-161-000	1/6/14 W/C	235.45
135732	2/07	AURORA HEALTH CARE	110-09-56405-161-000	12/17/13 W/C	373.15
			110-09-56405-161-000	11/27/13 W/C	344.70
			110-09-56405-161-000	12/17/13 W/C	243.10
			110-09-56405-161-000	11/27/13 W/C	62.05
				..... CHECK TOTAL	1,023.00
135733	2/07	HEALTH SYSTEMS INTERNATIONAL	110-09-56405-161-000	12/1-31/13 W/C	555.15
135734	2/07	DEFENSIVE EDGE TRAINING	110-02-52107-264-000	TRAINING 3/18-19	395.00
135735	2/07	FOX WOLF WATERSHED ALLIANCE	501-09-50103-264-000	J HANSEN 3/4-5/14	190.00
135736	2/07	GARY KLINKA BUILDING	110-01-51601-264-000	MOORE TESTCONST60	10.00
135737	2/07	OCHOA, JAVIER & CONSUELO	110-00-21106-000-000	2013 TAX REFUND	169.58

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
135738	2/07	LEWANDOWSKI, DONNA	110-00-21106-000-000	2013 TAX REFUND	275.14
135739	2/07	ODEGAARD, RICHARD	110-00-21106-000-000	2013 TAX REFUND	137.27
135740	2/07	BELAND, SALLY	110-00-21106-000-000	2013 TAX REFUND	7.55
135741	2/07	SEWELL, ROSHONDA	110-00-21106-000-000	2013 TAX REFUND	875.93
135742	2/07	BISHOP, JENNIFER	110-00-21106-000-000	2013 TAX REFUND	8.82
135743	2/07	WHITT, KATHY	110-00-21106-000-000	2013 TAX REFUND	1.82
135744	2/07	FERKIN, DAVID & ABAGAIL	110-00-21107-000-000	LOTTERY CR. REFUND	132.21
135745	2/07	BERTSCH, ANDREA & GERALD	110-00-21106-000-000	2013 TAX REFUND	272.35
135746	2/07	HUCKABEE, JOHN & MARILYN	110-00-21106-000-000	2013 TAX REFUND	108.25
135747	2/07	MISURELLI, EUGENE & MARY	110-00-21106-000-000	2013 TAX REFUND	134.50
135748	2/07	JAECKEL, VALERIE	110-00-21106-000-000	2013 TAX REFUND	215.04
135749	2/07	RILEY, ELIZABETH	110-00-21106-000-000	2013 TAX REFUND	91.13
135750	2/07	QBE FIRST	110-00-21106-000-000	2013 TAX REFUND	6,165.96
135751	2/07	ENGBRETSON, ERIC	110-00-21106-000-000	2013 TAX REFUND	427.20
135752	2/07	SCHANI, DANIEL	110-00-21106-000-000	2013 TAX REFUND	239.18
135753	2/07	BECKER, DANIEL & LISA	110-00-21106-000-000	2013 TAX REFUND	317.24
135754	2/07	MCANDREWS, C GREGORY	110-00-21106-000-000	2013 TAX REFUND	4,874.43
135755	2/07	HOUSTON, CAROL	110-00-21106-000-000	2013 TAX REFUND	432.14
135756	2/07	SHEWMAKE, ORVILLE	110-00-21106-000-000	2013 TAX REFUND	69.56
135757	2/07	LOANCARE	110-00-21106-000-000	2013 TAX REFUND	697.54

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
135758	2/07	JASNIEWSKI, JASON & ANN	110-00-21106-000-000	2013 TAX REFUND	86.54
135759	2/07	MENDOZA, RONNIE	110-00-21106-000-000	2013 TAX REFUND	435.59
135760	2/07	MCGOVERN, BRYAN & KATRINA	110-00-21107-000-000	LOTTERY CR. REFUND	132.21
135761	2/07	MORROW, JEFFREY	110-00-21106-000-000	2013 TAX REFUND	303.77
135762	2/07	SANDOVAL, LUIS & EDNA	110-00-21106-000-000	2013 TAX REFUND	260.32
135763	2/07	BELL, DAWN	110-00-21106-000-000	2013 TAX REFUND	2,076.42
135764	2/07	LAURENT, JEFFREY & JAYMIE	110-00-21106-000-000	2013 TAX REFUND	352.84
135765	2/07	PEREZ, VICTOR	110-00-21106-000-000	2013 TAX REFUND	172.46
135766	2/07	LANDA, JOSEPH & JEAN	110-00-21106-000-000	2013 TAX REFUND	5.64
135767	2/07	AASEN, STEVEN & CYNTHIA	110-00-21106-000-000	2013 TAX REFUND	64.39
135768	2/07	HUGHES, THEODORE E	110-00-21107-000-000	LOTTERY CR. REFUND	132.21
135769	2/07	JULIANI, ANDREA	110-00-21106-000-000	2013 TAX REFUND	5.82
135770	2/07	THOMAS, DARIN & TAYLOR	110-00-21106-000-000	2013 TAX REFUND	150.28
135771	2/07	ANDERSON, NEAL	110-00-21106-000-000	2013 TAX REFUND	191.34
135772	2/07	BURNS, AMY	110-00-21106-000-000	2013 TAX REFUND	146.18
135773	2/07	MAKI, MICHAEL	110-01-51601-261-000	9/25/13 WAUKESHA	61.58
135774	2/07	SCHUPPE, JAMES	709-09-50101-262-000	7/15-18 IMAGE TREND	517.22
			709-09-50101-264-000	7/15-18 IMAGE TREND	345.00
				..... CHECK TOTAL	862.22
135775	2/10	REGISTER OF DEEDS	420-11-51310-589-000	RECORD-OLD CARCO	30.00
135776	2/10	REGISTER OF DEEDS	420-11-51310-589-000	TRANS TAX-OLD CARCO	1,679.10

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
135777	2/10	FIRST AMERICAN TITLE	420-11-51310-589-000	OWNER POLICY TITLE	6,905.00
135778	2/12	WE ENERGIES	110-03-53109-221-000	01/14 STREETLIGHTING	62,166.89
			110-05-55109-221-000	01/14 STREETLIGHTING	438.70
				..... CHECK TOTAL	62,605.59
135779	2/12	RNOW, INC.	630-09-50101-393-000	01/14-SE PARTS/MATER	1,386.15
			630-09-50101-393-000	01/14-SE PARTS/MATER	555.12
			630-09-50101-393-000	01/14-SE PARTS/MATER	112.30
			630-09-50101-393-000	01/14-SE PARTS/MATER	22.01
				..... CHECK TOTAL	2,075.58
135780	2/12	VIKING ELECTRIC SUPPLY	110-03-53107-344-000	01/14-ST ELECTRICAL	368.94
			110-03-53109-361-000	01/14-ST ELECTRICAL	34.65
			110-03-53109-375-000	01/14-ST ELECTRICAL	32.42
			110-03-53103-246-000	01/14-ST ELECTRICAL	12.57
				..... CHECK TOTAL	448.58
135781	2/12	LABOR PAPER, THE	110-01-50101-321-000	01/14 CT 1ST/2ND RD	33.12
135782	2/12	KENOSHA NEWS	110-01-51303-326-000	01/14 INSPECTOR II	168.85
135783	2/12	TRAFFIC & PARKING CONTROL CO	110-03-53109-375-000	CABINET & EQUIPMENT	6,215.63
135784	2/12	MILLER & ASSOC-SAUK PRAIRIE	405-11-51302-386-000	PLAYGROUND EQUIPMENT	25,440.00
135785	2/12	WIS DEPT OF REVENUE	110-00-21512-000-000	01/16-31/14 DEDUCTS	120,115.54
135786	2/12	STREICHER'S POLICE EQUIPMENT	110-02-52103-365-000	POLICE OFFICER EQUIP	338.46
135787	2/12	WEST GROUP	110-01-50301-322-000	01/14 SUBSCRIPTIONS	588.31
135788	2/12	KENOSHA WATER UTILITY	110-00-21914-000-000	01/14 BILL COLLECT	3,815.10
			110-00-21913-000-000	01/14 TEMP PERMITS	3,436.92
				..... CHECK TOTAL	7,252.02
135789	2/12	LARK UNIFORM, INC.	110-02-52103-367-000	01/14-PD#423 UNIFORM	259.65
			110-02-52103-367-000	01/14-PD#285 UNIFORM	97.90
				..... CHECK TOTAL	357.55

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
135790	2/12	MEDICAL COLLEGE OF WISCONSIN	206-02-52205-219-000	01/14 MED DIRECTOR	5,712.75
135791	2/12	LOWE'S	501-09-50105-344-000	01/14-SW MERCHANDISE	579.67
			110-03-53107-389-000	01/14-ST MERCHANDISE	248.99
			110-02-52203-382-000	01/14-FD MERCHANDISE	217.60
			110-02-52203-241-000	01/14-FD MERCHANDISE	189.05
			501-09-50104-344-000	01/14-SW MERCHANDISE	51.03
			110-03-53107-344-000	01/14-ST MERCHANDISE	30.78
				..... CHECK TOTAL	1,317.12
135792	2/12	FEDEX	110-01-51306-312-000	01/22 PW - EMS	47.42
135793	2/12	KENOSHA ACHIEVEMENT CENTER	520-09-50301-258-000	01/14 SPCL TRANSPRT	19,250.00
			520-09-50301-258-000	01/14 WKND DISPATCH	750.00
				..... CHECK TOTAL	20,000.00
135794	2/12	TDS	110-01-51801-227-000	02/14 PHONE SERVICE	5,255.57
			110-00-15202-000-000	02/14 PHONE SERVICE	2,139.80
			520-09-50301-227-000	02/14 PHONE SERVICE	772.11
			110-03-53103-227-000	02/14 PHONE SERVICE	565.96
			110-00-14401-000-000	02/14 PHONE SERVICE	446.04
			632-09-50101-227-000	02/14 PHONE SERVICE	394.06
			521-09-50101-227-000	02/14 PHONE SERVICE	345.40
			110-05-55109-227-000	02/14 PHONE SERVICE	338.94
			501-09-50101-227-000	02/14 PHONE SERVICE	225.46
			110-03-53116-227-000	02/14 PHONE SERVICE	204.02
			520-09-50401-227-000	02/14 PHONE SERVICE	142.11
			110-02-52108-225-000	02/14 PHONE SERVICE	132.26
			110-02-52110-227-000	02/14 PHONE SERVICE	98.71
			524-05-50101-227-000	02/14 PHONE SERVICE	95.83
			520-09-50202-227-000	02/14 PHONE SERVICE	71.50
			110-02-52203-227-000	02/14 PHONE SERVICE	68.82
			206-02-52205-227-000	02/14 PHONE SERVICE	67.46
			110-02-52108-225-000	02/14 PHONE CALLS	50.07
			110-05-55111-227-000	02/14 PHONE SERVICE	43.88
			110-02-52110-225-000	02/14 PHONE CALLS	28.41
			110-01-51801-225-000	02/14 PHONE CALLS	27.04
			520-09-50301-225-000	02/14 PHONE CALLS	2.64
			632-09-50101-225-000	02/14 PHONE CALLS	1.64
			110-03-53103-225-000	02/14 PHONE CALLS	1.62
			521-09-50101-225-000	02/14 PHONE CALLS	1.12
			501-09-50101-225-000	02/14 PHONE CALLS	.62
			524-05-50101-225-000	02/14 PHONE CALLS	.28
			110-05-55111-225-000	02/14 PHONE CALLS	.22
			110-05-55109-225-000	02/14 PHONE CALLS	.22
			110-03-53116-225-000	02/14 PHONE CALLS	.21
				..... CHECK TOTAL	11,522.02

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
135795	2/12	OFFICEMAX	631-09-50101-362-000	DUAL MONITOR STANDS	332.00
			501-09-50103-362-000	DUAL MONITOR STAND	332.00
			110-01-51901-311-000	01/14 CT #2752 OFFC	180.78
			110-02-52103-311-000	01/14 PD #2754 OFFC	154.36
			110-01-50101-311-000	01/14 CT #2750 OFFC	57.52
			110-01-51201-311-000	01/14 CT #2753 OFFC	15.19
				..... CHECK TOTAL	1,071.85
135796	2/12	PREISS, IRENE	110-02-52203-165-000	02/14 BENEFITS	410.53
135797	2/12	ZAK, PAUL	110-02-52203-165-000	02/14 BENEFITS	861.97
135798	2/12	INDUSTRIAL MARKETING	630-09-50101-393-000	REPAIR PARTS	4,466.99
			630-09-50101-393-000	01/14-SE SWEEPER PAR	1,343.29
			630-09-50101-393-000	02/14-SE CREDIT SWEE	1,830.00CR
				..... CHECK TOTAL	3,980.28
135799	2/12	NORTH AMERICAN SALT CO.	630-09-50101-393-000	01/14 ROAD SALT	14,704.41
			630-09-50101-393-000	01/14 ROAD SALT	12,870.96
			630-09-50101-393-000	01/14 ROAD SALT	9,420.37
			630-09-50101-393-000	01/14 ROAD SALT	2,661.58
				..... CHECK TOTAL	39,657.32
135800	2/12	HOLLAND SUPPLY, INC.	630-09-50101-393-000	01/14-CE HYDRAULIC F	737.18
			630-09-50101-393-000	01/14-SE HYDRAULIC F	116.41
			110-03-53107-344-000	01/14-ST HYDRAULIC F	68.94
			630-09-50101-393-000	01/14-CE HYDRAULIC F	9.18
				..... CHECK TOTAL	931.71
135801	2/12	SERWE IMPLEMENT MUNICIPAL	630-09-50101-393-000	01/14-SE#2283 PARTS/	455.88
			630-09-50101-393-000	01/14-SE#2283 PARTS/	102.28
				..... CHECK TOTAL	558.16
135802	2/12	PARKSIDE TRUE VALUE HARDWARE	110-02-52203-344-000	01/14 FD MERCHANDISE	23.06
			110-02-52203-382-000	01/14 FD MERCHANDISE	9.99
				..... CHECK TOTAL	33.05
135803	2/12	KENOSHA HOUSING AUTHORITY	758-09-52601-259-000	6638 16 AV-HOME EDU	600.00
135804	2/12	MANDLIK & RHODES	501-09-50102-219-000	01/14 YW COUPON PRG	2,805.95

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
135805	2/12	FRONTIER	110-02-52203-225-000	01/22-02/21/14 FIRE	41.66
135806	2/12	US CELLULAR	206-02-52205-226-000	01/14 FD-CELL SERVC	78.86
			206-02-52205-226-000	01/14 FD-ADDL SERVC	25.47
			110-05-55102-226-000	01/14 PA-CELL AIRTM	6.10
			110-05-55109-226-000	01/14 PA-CELL AIRTM	1.02
			110-05-55111-226-000	01/14 PA-CELL AIRTM	.71
				..... CHECK TOTAL	112.16
135807	2/12	VERIZON WIRELESS	110-03-53103-226-000	01/14 CELL SERV/AIR	1,380.55
			110-02-52101-226-000	01/14 CELL SERVICE	178.85
			110-02-52201-226-000	01/14 CELL SERVICE	115.84
			110-01-51301-226-000	01/14 CELL SERVICE	115.16
			110-01-51801-226-000	01/14 CELL SERVICE	97.14
			631-09-50101-226-000	01/14 CELL SERVICE	96.18
			110-01-50301-226-000	01/14 CELL SERVICE	89.58
			631-09-50101-226-000	01/14 EN-DATA PLAN	80.02
			501-09-50106-226-000	01/14 SW-DATA PLAN	80.02
			501-09-50103-226-000	01/14 SW-DATA PLAN	80.02
			110-01-51201-226-000	01/14 CELL SERVICE	63.56
			520-09-50301-226-000	01/14 CELL SERVICE	58.26
			110-03-53101-226-000	01/14 CELL SERVICE	57.58
			110-01-51303-226-000	01/14 CELL SERVICE	57.58
			501-09-50103-226-000	01/14 SW-SERV/AIRTM	57.58
			110-05-55109-226-000	01/14 CELL SERV/AIR	57.58
			110-05-55101-226-000	01/14 CELL SERV/AIR	57.58
			110-02-52102-226-000	01/14 CELL SERVICE	51.95
			110-05-55101-226-000	01/14 CELL SERVICE	40.39
			110-01-50901-226-000	01/14 CELL SERVICE	38.54
			110-01-51901-226-000	01/14 CELL SERVICE	36.01
			206-02-52205-226-000	01/14 FD-DATA PLAN	36.01
			110-02-52103-226-000	01/14 CELL SERVICE	34.00
			501-09-50101-226-000	01/14 CELL SERVICE	31.88
			110-01-51601-226-000	01/14 CELL SERVICE	31.25
			110-01-51101-226-000	01/14 CELL SERVICE	30.97
			521-09-50101-226-000	01/14 CELL SERVICE	30.56
			110-02-52103-226-000	01/14 PD-CELL AIRTM	19.88
				..... CHECK TOTAL	3,104.52
135808	2/12	MALSACK, J	463-11-51302-219-000	1/14 SNOW REMOVAL A	1,781.25
			461-11-51301-581-000	1/14 SNOW REMOVAL B	1,484.85
			463-11-51102-219-000	1/14 SNOW REMOVAL C	1,042.39
			463-11-51302-219-000	1/14 5814 19 AV-SWN	12.02
			463-11-51302-219-000	DELETED-VARIOUS	120.00CR
				..... CHECK TOTAL	4,200.51

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
135809	2/12	CRIVELLO-CARLSON	110-09-56402-219-000	L CHIILLUS 9/9/10	46.96
135810	2/12	JENSEN TOWING	110-02-52103-219-000	01/14-#10-132458 TOW	45.00
			110-02-52103-219-000	01/14-#08-68513 TOWI	45.00
				..... CHECK TOTAL	90.00
135811	2/12	LETTERING MACHINE	110-02-52206-367-000	01/14 CLOTHING	240.00
135812	2/12	L & L CONCRETE	633-09-50101-259-000	12/13 SNOW & ICE REM	350.00
			633-09-50101-259-000	12/13 SNOW & ICE REM	230.00
				..... CHECK TOTAL	580.00
135813	2/12	HANSMANN PRINTING	110-01-50101-311-000	01/14 HAUGAARD BC'S	56.00
			631-09-50101-311-000	01/14 EN-HANSEN BC	42.00
				..... CHECK TOTAL	98.00
135814	2/12	LAND SERVICES USA, INC.	453-11-51301-296-000	DRAW #1 TID 16	5,125,506.09
135815	2/12	FORCE AMERICA	630-09-50101-393-000	01/14 SE PARTS/MATER	687.98
			630-09-50101-393-000	01/14 SE PARTS/MATER	225.64
				..... CHECK TOTAL	913.62
135816	2/12	MENARDS (KENOSHA)	110-05-55109-369-000	01/14-PA MERCHANDISE	175.95
			110-03-53107-344-000	01/14-ST MERCHANDISE	84.92
			110-02-52203-357-000	01/14-FD#4 MERCHANDI	55.88
				..... CHECK TOTAL	316.75
135817	2/12	NATIONAL NEIGHBORHOOD WATCH	110-02-52110-311-000	PARTICIPANT HANDBK	2,425.00
135818	2/12	GRAINGER	110-03-53107-344-000	FILTER	1,858.35
			110-03-53107-344-000	01/14-ST PARTS/MATER	150.41
			110-01-51801-241-000	01/14-MB PARTS/MATER	126.25
			521-09-50101-344-000	01/14-AR PARTS/MATER	73.49
			521-09-50101-344-000	01/14-AR PARTS/MATER	59.71
			521-09-50101-344-000	01/14-AR PARTS/MATER	30.92
			521-09-50101-344-000	01/14-AR PARTS/MATER	29.30
			521-09-50101-344-000	01/14-AR PARTS/MATER	12.87
			110-03-53107-344-000	02/14-ST CREDIT PART	1,858.35CR
				..... CHECK TOTAL	482.95

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
135819	2/12	KIMBALL MIDWEST	630-09-50101-393-000	CARTRIDGE	130.80
135820	2/12	RIMKUS, JASON	761-09-50101-111-000	02/01-15/14 SERVICE	1,933.04
			761-00-21514-000-000	02/01-15/14 SERVICE	28.03CR
			761-00-21599-000-000	02/01-15/14 SERVICE	96.65CR
			761-00-21512-000-000	02/01-15/14 SERVICE	108.90CR
			761-00-21511-000-000	02/01-15/14 SERVICE	119.85CR
			761-00-21513-000-000	02/01-15/14 SERVICE	220.00CR
				..... CHECK TOTAL	1,359.61
135821	2/12	PIRO, RALPH	761-09-50101-111-000	02/01-15/14 SERVICE	916.45
			761-00-21514-000-000	02/01-15/14 SERVICE	13.29CR
			761-00-21599-000-000	02/01-15/14 SERVICE	25.00CR
			761-00-21512-000-000	02/01-15/14 SERVICE	40.70CR
			761-00-21511-000-000	02/01-15/14 SERVICE	56.82CR
			761-00-21513-000-000	02/01-15/14 SERVICE	76.00CR
				..... CHECK TOTAL	704.64
135822	2/12	UNITED HEALTHCARE MEDICARE	206-00-13107-000-000	M HEINTZ 9/12/12	21.09
135823	2/12	BUELOW, VETTER, BUIKEMA,	110-01-51303-212-000	01/14 SERVICES	9,910.00
			110-01-51001-212-000	01/14 SERVICES	2,695.00
				..... CHECK TOTAL	12,605.00
135824	2/14	A & B PRO HARDWARE	110-03-53103-389-000	01/14 ST SUPPLIES &	149.00
			110-01-51801-389-000	01/14 MB SUPPLIES &	126.09
			110-01-51801-246-000	01/14 MB SUPPLIES &	60.00
			110-02-52103-365-000	01/14 PD SUPPLIES &	8.40
			632-09-50101-389-000	01/14 SE SUPPLIES &	6.00
			630-09-50101-393-000	01/14 SE SUPPLIES &	5.50
				..... CHECK TOTAL	354.99
135825	2/14	ABILITY GLASS, INC	520-09-50201-317-000	01/14 EMERGENCY REPA	68.20
135826	2/14	ACE HARDWARE	110-01-51801-389-000	01/14 MB MERCHANDISE	115.97
			110-03-53107-344-000	01/14 ST MERCHANDISE	79.34
			110-05-55109-369-000	01/14 PA MERCHANDISE	65.04
			501-09-50104-361-000	01/14 SW MERCHANDISE	3.99
			110-03-53103-389-000	01/14 ST MERCHANDISE	1.03
				..... CHECK TOTAL	265.37

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
135827	2/14	CHESTER ELECTRONICS SUPPLY	110-01-51801-389-000	01/14 MB PARTS/MTRL	113.07
135828	2/14	CARDINAL HEALTH	206-02-52205-318-000	01/14 MEDICAL SUPPL	1,024.62
			206-02-52205-318-000	01/14 MEDICAL SUPPL	339.88
			206-02-52205-318-000	01/14 MEDICAL SUPPL	83.00
				..... CHECK TOTAL	1,447.50
135829	2/14	WIS DEPT OF REVENUE	110-09-56507-259-999	01/14 SALES TAX	2,478.45
135830	2/14	KENOSHA JOINT SERVICES	110-02-52103-341-000	01/14 PATRL FLT GAS	27,721.44
			110-02-52103-345-000	01/14 PATRL FLT MNT	6,288.17
			110-02-52102-341-000	01/14 DTCTV FLT GAS	3,111.46
			110-02-52109-341-000	01/14 SCU-KDOG GAS	1,185.76
			110-02-52102-345-000	01/14 DTCTV FLT MNT	493.47
			110-02-52101-345-000	01/14 ADMN FLT MNT	424.93
			110-02-52109-341-000	01/14 SCU-KDOG MNT	404.03
			110-02-52101-341-000	01/14 ADMN FLT GAS	287.07
				..... CHECK TOTAL	39,916.33
135831	2/14	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	02/14/14 CITY SAL	39,173.38
			110-00-21562-000-000	02/14/14 CITY HRLY	10,143.80
			110-00-21562-000-000	02/14/14 WATER SAL	5,904.00
			110-00-21562-000-000	02/14/14 LIBRARY SAL	5,610.89
			110-00-21562-000-000	02/14/14 WATER HRLY	3,656.87
				..... CHECK TOTAL	64,488.94
135832	2/14	KENOSHA CO HUMANE SOCIETY	110-04-54102-254-000	02/14-ANIMAL CONTROL	12,066.84
135833	2/14	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	02/14/14 CITY SAL	897.70
			110-00-21541-000-000	02/14/14 LIBRARY SAL	234.00
			110-00-21541-000-000	02/14/14 WATER SAL	183.92
				..... CHECK TOTAL	1,315.62
135834	2/14	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	11/6-26/13 W/C	1,378.28
			110-09-56405-161-000	12/5-11/13 W/C	921.36
			110-09-56405-161-000	12/29/13 W/C	792.17
			110-02-52101-219-000	REISSUE CK #133976	595.20
				..... CHECK TOTAL	3,687.01
135835	2/14	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	02/14/14 CITY SAL	83,389.00
			110-00-21563-000-000	02/14/14 WATER SAL	25.00
				..... CHECK TOTAL	83,414.00

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
135836	2/14	M A TRUCK PARTS	630-09-50101-393-000	01/14 CE MATERIALS/S	32.86
			110-03-53103-389-000	01/14-ST MATERIALS &	14.96
				..... CHECK TOTAL	47.82
135837	2/14	MINNESOTA LIFE INSURANCE	110-00-21533-000-000	03/14 PREMIUM	10,938.83
			110-09-56304-156-000	03/14 PREMIUM	5,623.84
			110-00-15601-000-000	03/14 PREMIUM	1,383.81
			110-00-15201-000-000	03/14 PREMIUM	938.05
			520-09-50101-156-000	03/14 PREMIUM	412.01
			110-00-15202-000-000	03/14 PREMIUM	279.84
			631-09-50101-156-000	03/14 PREMIUM	218.18
			632-09-50101-156-000	03/14 PREMIUM	141.71
			520-09-50105-156-000	03/14 PREMIUM	97.75
			110-00-14401-000-000	03/14 PREMIUM	94.70
			521-09-50101-156-000	03/14 PREMIUM	48.38
			520-09-50201-156-000	03/14 PREMIUM	40.04
			630-09-50101-156-000	03/14 PREMIUM	26.17
			501-09-50101-156-000	03/14 PREMIUM	24.38
			520-09-50401-156-000	03/14 PREMIUM	21.06
			520-09-50301-156-000	03/14 PREMIUM	16.82
			520-09-50403-156-000	03/14 PREMIUM	14.52
			501-09-50103-156-000	03/14 PREMIUM	3.50
				..... CHECK TOTAL	20,323.59
135838	2/14	BADGER TRUCK CENTER	630-09-50101-393-000	01/14 SE #2838 PARTS	76.71
135839	2/14	FIRST SUPPLY CO.	521-09-50101-246-000	01/14 AR SUPPLIES	350.00
			110-03-53107-344-000	01/14 ST SUPPLIES	54.76
			110-03-53107-344-000	01/14 ST SUPPLIES	25.24
				..... CHECK TOTAL	430.00
135840	2/14	WE ENERGIES	520-09-50301-221-000	#7 12/30-01/31	8,749.14
			520-09-50301-222-000	#7 01/01-01/30	8,243.80
			110-01-51801-222-000	#7 12/29-01/29	6,945.13
			110-01-51801-221-000	#7 12/30-01/30	6,096.97
			110-03-53103-222-000	#7 12/26-01/28	4,113.55
			110-03-53116-222-000	#7 12/29-01/29	3,561.64
			521-09-50101-222-000	#7 01/02-02/02	3,015.86
			633-09-50101-222-000	#7 12/26-01/29	2,974.93
			521-09-50101-221-000	#7 01/02-02/02	2,851.04
			632-09-50101-222-000	#7 12/26-01/30	2,650.54
			110-02-52203-222-000	#7 12/25-01/27	2,463.53
			520-09-50401-221-000	#7 12/26-01/29	2,245.11
			110-05-55109-222-000	#7 12/26-01/28	1,767.87
			521-09-50101-221-000	#7 12/30-01/31	1,749.45
			110-02-52203-222-000	#7 01/02-02/02	1,704.67
			110-03-53109-221-000	#7 01/01-01/30	1,694.98
			110-02-52203-222-000	#7 12/29-01/29	1,449.65
			110-05-55109-221-000	#7 12/27-01/30	1,386.54

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-02-52203-221-000	#7 12/26-01/28	1,359.92
			110-03-53103-221-000	#7 12/26-01/28	1,348.02
			520-09-50401-222-000	#7 12/25-01/27	1,095.16
			110-03-53109-221-000	#7 01/05-02/03	1,018.82
			110-03-53109-221-000	#7 12/27-01/29	946.22
			110-02-52203-221-000	#7 01/02-02/02	931.09
			110-03-53109-221-000	#7 01/02-02/02	917.75
			110-03-53109-221-000	#7 12/29-01/29	843.03
			110-02-52203-222-000	#7 12/26-01/28	803.02
			110-02-52110-221-000	#7 12/29-01/29	768.55
			110-01-51802-221-000	#7 912 35TH ST	739.70
			110-03-53109-221-000	#7 12/03-01/07	699.71
			110-03-53109-221-000	#7 12/26-01/28	556.24
			110-02-52110-222-000	#7 12/29-01/29	258.58
			110-05-55111-221-000	#7 12/27-01/29	242.87
			110-05-55109-221-000	#7 12/11-01/15	190.10
			110-05-55109-221-000	#7 12/29-01/29	153.42
			110-05-55111-221-000	#7 12/30-01/30	112.12
			110-05-55109-221-000	#7 12/27-01/29	33.08
			521-09-50101-221-000	#7 01/05-02/02	25.48
			110-01-51802-221-000	#7 2210 52ND ST	20.65
			110-05-55109-221-000	#7 01/01-01/30	20.46
			110-05-55111-222-000	#7 12/29-01/29	19.22
			110-03-53103-221-000	#7 12/27-01/29	18.28
			110-05-55109-222-000	#7 01/01-01/30	8.99
			110-02-52103-222-000	#7 01/05-02/03	8.99
			110-05-55102-221-000	#7 01/01-01/30	8.85
				..... CHECK TOTAL	76,812.72
135841	2/14	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	02/14/14 DEDUCTION	224.37
135842	2/14	DATA FINANCIAL BUSINESS	110-01-51101-232-000	OFFICE EQUIP MAINT.	359.00
			110-02-52101-232-000	PD OFFICE EQUIP MAIN	279.00
				..... CHECK TOTAL	638.00
135843	2/14	KENOSHA WATER UTILITY	501-09-50105-259-000	1-6/14 DIGGERS HTLN	1,494.40
			110-03-53113-259-000	1-6/14 DIGGERS HTLN	1,494.40
			501-09-50105-259-000	7-12/13 DIGGERS CR	269.20CR
			110-03-53113-259-000	7-12/13 DIGGERS CR	269.20CR
				..... CHECK TOTAL	2,450.40

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
135844	2/14	BROOKS TRACTOR, INC.	110-03-53107-349-000	PLOW CUTTING EDGES	5,342.12
			630-09-50101-393-000	01/14 SE PARTS/MTRL	4,319.16
			630-09-50101-393-000	01/14 SE PARTS/MTRL	166.40
				..... CHECK TOTAL	9,827.68
135845	2/14	DON'S AUTO PARTS	110-02-52203-344-000	01/14 FD PARTS/MTRL	58.99
135846	2/14	KENOSHA WATER UTILITY	110-03-53107-131-250	01/11/14 SNOWPLOWING	456.80
			110-03-53107-131-250	01/4/14 SNOWPLOWING	402.08
			110-03-53107-131-250	01/11/14 SNOWPLOWING	362.78
			110-03-53107-131-250	01/4/14 SNOWPLOWING	298.06
				..... CHECK TOTAL	1,519.72
135847	2/14	A & R DOOR SERVICE	520-09-50201-246-000	01/14 TD DOOR REPAIR	1,328.00
135848	2/14	CHASE BANK KENOSHA	110-00-21513-000-000	02/14/14 DEDUCTIONS	220,071.39
			110-00-21511-000-000	02/14/14 DEDUCTIONS	83,311.04
			110-00-21612-000-000	02/14/14 DEDUCTIONS	83,310.91
			110-00-21514-000-000	02/14/14 DEDUCTIONS	25,403.69
			110-00-21614-000-000	02/14/14 DEDUCTIONS	25,403.63
				..... CHECK TOTAL	437,500.66
135849	2/14	ZILSKE LAW FIRM S C	110-09-56405-212-000	11/13-1/14 W/C	1,032.30
			110-09-56405-212-000	10/13-1/14 W/C	960.00
				..... CHECK TOTAL	1,992.30
135850	2/14	BADGER TRAILER & EQUIPMENT	520-09-50201-347-000	01/14 TD AIR CONDTN	1,113.38
			520-09-50201-347-000	01/14 TD AIR CONDTN	94.04
				..... CHECK TOTAL	1,207.42
135851	2/14	GARDA CL GREAT LAKES, INC	110-01-51201-219-000	02/14-CT ARMORED CAR	306.31
			110-01-51201-219-000	01/14-CT ARMORED CAR	306.31
				..... CHECK TOTAL	612.62
135852	2/14	NORTH AMERICAN SALT CO.	630-09-50101-393-000	01/14-ROAD SALT	27,227.06
			630-09-50101-393-000	01/14-ROAD SALT	7,092.45
				..... CHECK TOTAL	34,319.51
135853	2/14	NEENAH FOUNDRY CO. (K0363)	520-09-50201-246-000	TRENCH GRATE	2,478.33

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
135854	2/14	KENOSHA FIREFIGHTER C.A.R.E.	110-00-21564-000-000	02/14/14-SAL DEDUCT	715.00
135855	2/14	INTERSPIRO	110-02-52203-235-000	01/14-FD SCBA PARTS	107.44
			110-02-52203-235-000	01/14-FD SCBA PARTS	74.21
			110-02-52203-235-000	01/14-FD SCBA PARTS	17.60
				..... CHECK TOTAL	199.25
135856	2/14	FLOORCARE USA	110-02-52203-246-000	RESURFACING-PHSE I	2,674.00
135857	2/14	CHEM-TECH INTERNATIONAL	110-01-51801-241-000	01/14 MB CHEMICAL TE	50.00
135858	2/14	MESSERLI & KRAMER P.A.	110-00-21581-000-000	02/14/14 DEDUCTION	518.85
			110-00-21581-000-000	02/14/14 DEDUCTION	474.05
			110-00-21581-000-000	02/14/14 DEDUCTION	258.57
				..... CHECK TOTAL	1,251.47
135859	2/14	MANDLIK & RHODES	501-09-50102-219-000	01/14 ADMIN FEE	350.00
135860	2/14	CICCHINI ASPHALT LLC	402-11-51311-589-000	EST 7 THRU 12/31/13	3,422.65
135861	2/14	JAMES IMAGING SYSTEMS, INC.	110-02-52201-232-000	02/14 PRINTER MAINT	316.30
			110-01-51601-232-000	02/14 PRINTER MAINT	166.96
			110-01-51101-232-000	02/14 PRINTER MAINT	117.67
			110-01-50101-232-000	02/14 PRINTER MAINT	106.65
			110-01-52001-232-000	02/14 PRINTER MAINT	104.64
			520-09-50301-232-000	02/14 PRINTER MAINT	104.59
			110-05-55101-232-000	02/14 PRINTER MAINT	103.09
			632-09-50101-232-000	02/14 PRINTER MAINT	83.95
			110-01-51102-232-000	02/14 PRINTER MAINT	83.81
			110-03-53103-232-000	02/14 PRINTER MAINT	83.42
			110-01-51303-232-000	02/14 PRINTER MAINT	83.34
			110-01-50901-232-000	02/14 PRINTER MAINT	64.15
			110-01-50301-232-000	02/14 PRINTER MAINT	62.95
			631-09-50101-232-000	02/14 PRINTER MAINT	62.10
			110-02-52103-232-000	02/14 PRINTER MAINT	51.07
			110-03-53116-232-000	02/14 PRINTER MAINT	41.63
			521-09-50101-232-000	02/14 PRINTER MAINT	41.14
			110-03-53101-232-000	02/14 PRINTER MAINT	21.29
			110-02-52201-232-000	02/14 PRINTER MAINT	21.22
			110-01-51301-232-000	02/14 PRINTER MAINT	20.52
				..... CHECK TOTAL	1,740.49

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
135862	2/14	HUMANA CLAIMS	611-09-50101-155-527	02/07/14 MED CLAIMS	67,598.25
			611-09-50101-155-527	02/11/14 MED CLAIMS	46,616.99
			611-09-50101-155-527	02/10/14 PHARMACY	10,461.59
			611-09-50101-155-527	02/12/14 MED CLAIMS	5,604.02
			611-09-50101-155-527	02/11/14 PHARMACY	4,942.07
			611-09-50101-155-527	02/13/14 PHARMACY	3,906.49
			611-09-50101-155-527	02/10/14 MED CLAIMS	3,889.15
			611-09-50101-155-527	02/07/14 PHARMACY	2,856.12
			611-09-50101-155-527	02/12/14 PHARMACY	2,726.20
			611-09-50101-155-527	02/13/14 MED CLAIMS	237.82
			..... CHECK TOTAL	148,838.70	
135863	2/14	DROPRITE TREE & LANDSCAPE	407-11-51302-219-000	1/27-31 TREE REMOVL	4,410.00
135864	2/14	US CELLULAR	501-09-50103-226-000	01/14 SW-CELL AIRTM	13.62
			501-09-50106-226-000	01/14 SW-CELL AIRTM	1.63
				..... CHECK TOTAL	15.25
135865	2/14	CUMMINS NPOWER, LLC	520-09-50201-347-000	BUS PARTS	2,752.14
			520-09-50201-347-000	BUS PARTS	2,114.10
			520-09-50201-347-000	01/14 TD PARTS/SERVI	265.25
			520-09-50201-347-000	02/14 TD PARTS/SERVI	254.76
			520-09-50201-347-000	01/14 TD PARTS/SERVI	17.17
				..... CHECK TOTAL	5,403.42
135866	2/14	WASTE MANAGEMENT OF WI	110-03-53117-253-416	01/14 950.42 TONS	23,000.16
			110-03-53117-253-416	01/14 WDNR TONNAGE	12,355.46
			110-03-53117-253-416	01/14 FUEL SURCHARGE	2,054.05
			110-03-53117-253-417	01/14 5 COMPCT PULL	869.00
			110-03-53117-253-417	01/14 COMPACTOR RNT	779.49
			110-03-53117-253-417	01/14 31.1 TONS	752.62
			110-03-53117-253-417	01/14 WDNR TONNAGE	404.30
			110-03-53117-253-416	01/14 ENVIRO SURCHG	306.00
			110-03-53117-253-417	01/14 FUEL SURCHARGE	145.29
			110-03-53117-253-417	01/14 ENVIRO SURCHG	30.00
				..... CHECK TOTAL	40,696.37
135867	2/14	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	02/14/14 DEDUCTION	32.90
135868	2/14	REGISTER OF DEEDS	110-01-50101-321-000	RECORD MAP 19-14	30.00

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
135869	2/14	UNITED LABORATORIES, INC	520-09-50202-249-000	WEEDKILLER/CLEANER	3,041.80
			520-09-50401-382-000	WEEDKILLER/CLEANER	382.80
			520-09-50202-249-000	WEEDKILLER/CLEANER	131.02
				..... CHECK TOTAL	3,555.62
135870	2/14	PELION BENEFITS, INC.	110-00-21517-000-000	02/1-15/14 DEDUCTS	2,082.75
135871	2/14	JOHNSON BANK	110-00-21532-000-000	02/14/14 CITY SAL	24,949.43
			110-00-21532-000-000	02/14/14 WATER SAL	3,472.41
			110-00-21532-000-000	02/14/14 LIBRARY SAL	1,315.00
			110-00-21532-000-000	02/14/14 CITY HRLY	1,195.00
			110-00-21532-000-000	02/14/14 WATER HRLY	454.62
				..... CHECK TOTAL	31,386.46
135872	2/14	REGNER VETERINARY CLINIC	783-00-21995-000-000	01/14-MIKEY VET SERV	110.34
135873	2/14	FASTENAL COMPANY	520-09-50201-317-000	01/14 TD TOOLS/MATRL	12.31
			110-03-53107-344-000	01/14 ST TOOLS/MATRL	9.70
			110-03-53107-389-000	01/14 ST TOOLS/MATRL	6.39
				..... CHECK TOTAL	28.40
135874	2/14	CHAPTER 13 TRUSTEE	110-00-21581-000-000	02/14/14 DEDUCTION	743.00
			110-00-21581-000-000	02/14/14 DEDUCTION	419.00
			110-00-21581-000-000	02/14/14 DEDUCTION	400.00
			110-00-21581-000-000	02/14/14 DEDUCTION	104.00
			110-00-21581-000-000	02/14/14 DEDUCTION	87.00
			110-00-21581-000-000	02/14/14 DEDUCTION	45.00
				..... CHECK TOTAL	1,798.00
135875	2/14	SICALCO, LTD.	110-03-53107-352-000	01/14-CALCIUM CHLORI	2,685.40
			110-03-53107-352-000	01/14-CALCIUM CHLORI	2,379.16
				..... CHECK TOTAL	5,064.56
135876	2/14	OLIVER ADJUSTMENT COMPANY	110-00-21581-000-000	02/14/14 DEDUCTION	450.14
135877	2/14	MENARDS (KENOSHA)	110-03-53107-344-000	01/14-ST MERCHANDISE	168.79
			110-03-53116-382-000	01/14-WA MERCHANDISE	127.44
			521-09-50101-375-000	01/14-AR MERCHANDISE	81.95
			110-03-53107-344-000	01/14-ST MERCHANDISE	65.15
			110-03-53103-389-000	01/14-ST MERCHANDISE	51.90
			521-09-50101-382-000	01/14-AR MERCHANDISE	39.05
			520-09-50201-249-000	01/14-TD MERCHANDISE	21.98
			110-03-53103-246-000	01/14-ST MERCHANDISE	20.97
			521-09-50101-385-000	01/14-AR MERCHANDISE	10.45
				..... CHECK TOTAL	587.68

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
135878	2/14	DELL COMPUTERS	110-01-51102-539-000	LAPTOP- BAL	103.19
135879	2/14	KASDORF, LEWIS & SWIETLIK	110-09-56405-212-000	11/13-1/14 W/C	271.25
135880	2/14	PLATINUM SYSTEMS	761-09-50101-230-000	REPAIR PC	468.75
135881	2/14	WIS SCTF	110-00-21581-000-000 110-00-21581-000-000	02/14/14 SAL DEDUCT 02/14/14 HRLY DEDCT	9,910.25 830.17
				..... CHECK TOTAL	10,740.42
135882	2/14	ALARM DETECTION SYSTEMS INC	110-01-51801-246-000 110-02-52110-219-000	ALARM DETECTION SERV ANNUAL CHARGES	3,451.44 457.80
				..... CHECK TOTAL	3,909.24
135883	2/14	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000 110-00-21581-000-000	02/14/14 DEDUCTION 02/14/14 DEDUCTION	278.00 108.43
				..... CHECK TOTAL	386.43
135884	2/14	CARE-PLUS DENTAL PLANS, INC	611-09-50101-155-525 611-09-50101-155-525	03/14 PREMIUM 02/14 ADJUSTMENT	49,552.16 46.88
				..... CHECK TOTAL	49,599.04
135885	2/14	GRAINGER	520-09-50201-246-000	01/14-TD PARTS/MATER	70.25
135886	2/14	TIME WARNER CABLE	520-09-50301-233-000 110-01-51102-233-000 761-09-50101-233-000 761-09-50101-225-000 524-05-50101-219-000 521-09-50101-219-000	02/14-TD-RR 02/14-AIRPORT-RR 2/9-3/8/14 PHONE/RR 2/9-3/8/14 PHONE/RR 02/14-GO CABLE SERV. 02/14-AR CABLE CONTR	139.95 139.95 68.84 60.75 34.20 11.14
				..... CHECK TOTAL	454.83
135887	2/14	ARAMARK	110-01-51801-246-000 520-09-50201-246-000 110-03-53116-246-000 632-09-50101-246-000	01/14 MB ENTRANC MAT 01/14 TD ENTRANC MAT 01/14 WA ENTRANC MAT 01/14 SE ENTRANC MAT	102.08 41.64 37.76 15.10
				..... CHECK TOTAL	196.58
135888	2/14	BOUND TREE MEDICAL, LLC	206-02-52205-318-000 206-02-52205-318-000 206-02-52205-318-000	01/14 FD MEDICAL SUP 01/14 FD MEDICAL SUP 01/14 FD MEDICAL SUP	909.00 909.00 235.00
				..... CHECK TOTAL	2,053.00

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
135889	2/14	MILWAUKEE SPRING AND	630-09-50101-393-000	01/14-SE#1959 PARTS/	1,543.12
135890	2/14	GILLIG CORPORATION	520-09-50201-347-000	01/14-BUS PARTS	600.38
			520-09-50201-347-000	01/14-BUS PARTS	534.26
			520-09-50201-347-000	01/14-BUS PARTS	313.12
			520-09-50201-347-000	01/14-TD BUS PARTS	110.20
				..... CHECK TOTAL	1,557.96
135891	2/14	LAKESHORE BID DISTRICT	110-00-21815-000-000	2014 ASSESSMENT	26,666.67
135892	2/14	PROCESSWORKS INC.	110-00-21578-000-000	02/04/14 CHECK REG	2,126.85
			110-00-21578-000-000	02/11/14 CHECK REG	125.87
				..... CHECK TOTAL	2,252.72
135893	2/14	WIS DEPT OF REVENUE	110-01-51101-311-000	2014-15 BUS TAX RNW	30.00
135894	2/14	TASER INTERNATIONAL	422-11-51403-577-000	TASER EQUIPMENT	51,100.00
135895	2/14	AIRGAS NORTH CENTRAL	206-02-52205-389-000	01/14 FD #4 OXYGEN C	65.49
			206-02-52205-389-000	01/14 FD #5 OXYGEN C	49.44
			110-03-53103-355-000	01/14 ST INDUSTRIAL	35.70
				..... CHECK TOTAL	150.63
135896	2/14	RED THE UNIFORM TAILOR	110-02-52103-367-000	01/14 PD-UNIFORMS	469.60
			110-02-52103-367-000	01/14 PD-UNIFORMS	285.00
			110-02-52103-367-000	01/14 PD-UNIFORMS	222.00
			110-02-52206-367-000	01/14 FD-UNIFORMS	183.90
			110-02-52103-367-000	01/14 PD-UNIFORMS	106.90
			110-02-52103-367-000	01/14 PD-UNIFORMS	69.95
			110-02-52206-367-000	01/14 FD-UNIFORMS	48.95
			110-02-52106-367-000	01/14 PD-UNIFORMS	8.00
				..... CHECK TOTAL	1,394.30
135897	2/14	BROWN, DENNIS, M.D.	110-09-56405-161-000	2/7/14 W/C	450.00
135898	2/14	AURORA HEALTH CARE	110-09-56405-161-000	9/9/13 W/C	2,511.11
			110-09-56405-161-000	10/3-16/13 W/C	1,265.60
			110-09-56405-161-000	9/10/13 W/C	518.50
			110-09-56405-161-000	8/23/13 W/C	260.31
			110-09-56405-161-000	8/23/13 W/C	168.30
			110-09-56405-161-000	9/9/13 W/C	130.90
			110-09-56405-161-000	8/23/13 W/C	39.95
				..... CHECK TOTAL	4,894.67

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
135899	2/14	KOHN LAW FIRM S.C.	110-00-21581-000-000	02/14/14 DEDUCTION	10.35
135900	2/14	ALEXANDER, STEVEN & NANCY	110-00-21106-000-000	2013 TAX REFUND	136.02
135901	2/14	MICHELLE LYNN WIGGINS	110-00-21106-000-000	2013 TAX REFUND	139.57
135902	2/14	LOAN CARE	110-00-21106-000-000	2013 TAX REFUND	2,723.86
135903	2/14	PARAMSKI, KYLE & CASEY	110-00-21106-000-000	2013 TAX REFUND	262.19
135904	2/14	DEMOSS, RODNEY	110-00-21106-000-000	2013 TAX REFUND	112.54
135905	2/14	KASSULKE, JOSHUA & KARA	110-00-21106-000-000	2013 TAX REFUND	148.05
135906	2/14	STURYCZ, ELLEN	110-00-21106-000-000	2013 TAX REFUND	95.80
135907	2/14	CORELOGIC	110-00-21106-000-000	2013 TAX REFUND	1,412.42
135908	2/14	JANOVICZ, TODD & KAREN	110-00-21106-000-000	2013 TAX REFUND	2.28
135909	2/14	LOPEZ, ERIC & ASHLEY	110-00-21106-000-000	2013 TAX REFUND	6.42
135910	2/14	FINANCIAL FREEDOM	110-00-21106-000-000	2013 TAX REFUND	144.80
135911	2/14	C&NW TRANSPORTATION CO.	110-00-21112-000-000	SPC ASMT REFUND	5.33
135912	2/14	HYLLBERG, JAMES & LAURA	110-00-21106-000-000	2013 TAX REFUND	129.32
135913	2/14	TAYLOR, LIZA	110-00-21106-000-000	2013 TAX REFUND	3.85
135914	2/14	FINLEY, JANE E.	110-02-52107-263-000	1/14-16 WIS DELLS	432.00
135915	2/14	KOCHMAN, KRIS	411-11-51302-219-000	1/28 BRANDING EXPS	36.02
			222-09-50101-259-000	PRIZES SNOW DAZE	34.49
				..... CHECK TOTAL	70.51

GRAND TOTAL FOR PERIOD ***** 8,125,737.98



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR.
SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS

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

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

February 20, 2014

To: Eric Haugaard, Chairman, Public Works Committee
Michael Orth, Chairman, Park Commission

From: Michael M. Lemens, P.E. Michael M. Lemens
Director of Public Works

Subject: Acceptance of Project 12-1420 Shagbark Park Trail Development Construction

Location: 3900 Block of 39th Avenue

Please be advised that the above referenced project has been satisfactorily completed by Western Contractors, New Berlin, Wisconsin. This project consisted of demolition, grading, storm culverts, trail gravel, concrete flatwork, boardwalk construction, and native seeding.

It is recommended that the project be accepted in the final amount of \$248,423.26. Original contract amount was \$247,816 plus \$25,184 for contingency for a total contract amount of \$273,000. Funding was from CIP Line Item PK-11-001.

SAB/kjb



ENGINEERING DIVISION
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CITY ENGINEER

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SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS

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February 26, 2014

To: Eric Haugaard, Chairman,
Public Works Committee

From: Michael M. Lemens, P.E. Michael M. Lemens
Director of Public Works

Subject: Acceptance of Project 13-2002 Overpass Painting Phase III

Locations: 1200 Block Washington Road, 1300 Block 50th Street, 1300 65th Street

Please be advised that the above referenced project has been satisfactorily completed by Mill Coatings, Inc., Suamico, Wisconsin. This project consisted of cleaning and painting approximately 10,000 SF of steel railroad overpass structures.

It is recommended that the project be accepted in the final amount of \$112,500. Original contract amount was \$112,500 plus \$17,500 for contingency for a total contract amount of \$130,000. Funding was from CIP Line Item OT-10-001.

MML/kjb

Planning & Zoning Division 625 52nd Street - Room 308 Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	February 6, 2014	Item 1 Page 1
Request to Amend the Conditional Use Permit for Lowe's Home Improvement Store at 6500 Green Bay Road to allow for an outdoor display area. (Lowe's) (District #16) PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: 6500 Green Bay Road
 Zoned: B-2 Community Business District

NOTIFICATIONS/PROCEDURES:

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

ANALYSIS:

- On July 22, 2004, the City Plan Commission approved a Conditional Use Permit for Lowe's Home Improvement Store at 6500 Green Bay Road.
- Condition #13 of that approval stated that "Outdoor display of products is prohibited, except within the Garden Center fence." Since the opening of the business in 2006, Lowe's has used various areas along the front and side of the store for outdoor display of products, including plants, lawnmowers, grills, and lumber products. City Staff has continued to enforce the Conditional Use Permit conditions, on an annual basis with this development..
- Lowe's submitted the attached Request for Amendment to their Conditional Use Permit to remove the condition regarding outdoor display and sales.
- Section 3.14 A.14 of the Zoning Ordinance regarding "Building Supply Stores" says "All storage which is adjacent to or across an alley from any residential district shall be within completely enclosed buildings or contained within accessory outdoor storage areas effectively screened from the residential district." Properties to the north, south and east are all zoned non-residential, but the property to the west is zoned multi-family residential. Anything stored outside and not effectively screened from the residential lot cannot be permitted. The areas labeled "1" and "2" on the attached Site Plan meet this criteria and are not eligible for outdoor display.
- The other outdoor display areas are at the discretion of the Review Authority. Conditional Use Permits for larger-scale commercial projects have historically included Conditions of Approval restricting or prohibiting outdoor sales and display. Examples are Menards, Gander Mountain and the future Meijer store. Gander Mountain was allowed a small outdoor display area in front of their store to display ATV's. The area was landscaped and designed to integrate with the layout of the front of the store.
- The areas labeled "3" through "5" on the attached plan appear to consume the entire sidewalk in front of the store, forcing pedestrians to walk in the traffic lane.
- Staff contacted the applicant and indicated that we would be recommending denial of the request for an Amendment to the Conditional Use Permit. The applicant indicated his desire to still place the item on the agenda.

Planning & Zoning Division 625 52nd Street - Room 308 Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	February 6, 2014	Item 1 Page 2
Request to Amend the Conditional Use Permit for Lowe's Home Improvement Store at 6500 Green Bay Road to allow for an outdoor display area. (Lowe's) (District #16) PUBLIC HEARING			

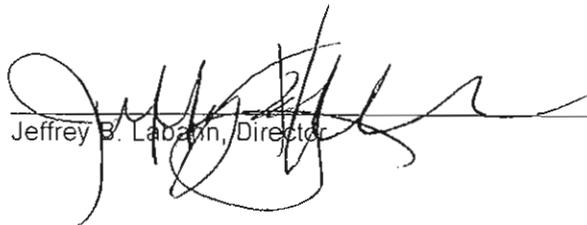
- Staff also heard from the Alderperson of the District, Alderperson Downing. He indicated that he supports the Amendment request, so long as the outdoor display is only along the front of the building and not in a section of the parking lot, like a tent sale.
- Allowing the display area to occur along the entire front of the building will detract from the design of the building. It will also add clutter to the front of the building and force pedestrians off the sidewalk. As noted, the City has required other developments to abide by the same requirement.

RECOMMENDATION:

A recommendation is made to deny the request to amend the Conditional Use Permit based on inconsistency with previous approvals.



 Brian R. Wilke, Development Coordinator

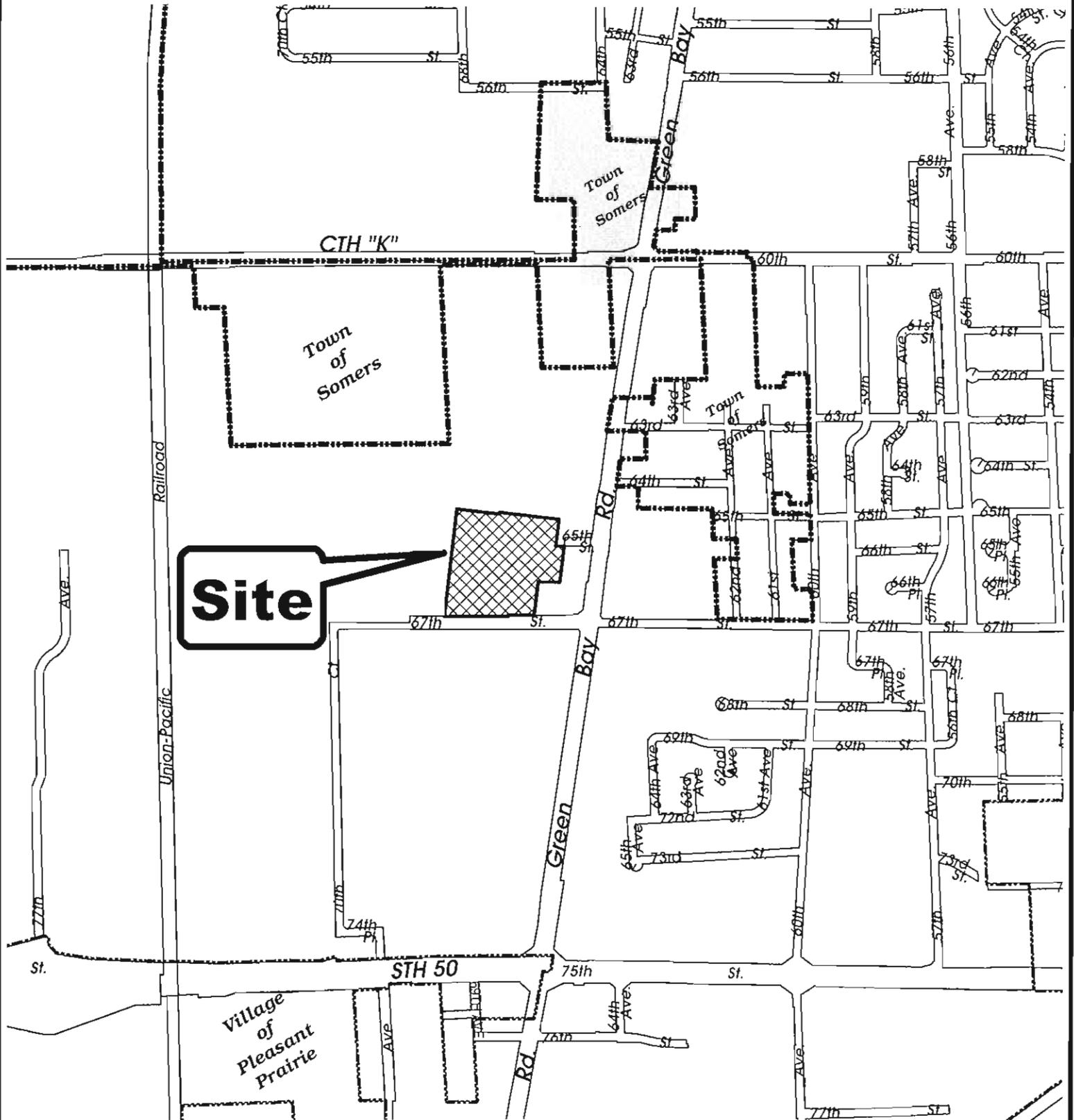


 Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2014/FEB6/fact-cupamd-lowes.odt

City of Kenosha

Lowe's Home Improvement CUP Amendment



Site



----- Municipal Boundary

Department of City Development
 625 - 52nd Street
 Kenosha, Wisconsin 53140
 (262) 653-4030, (262) 653-4045 (fax)

Conditional Use Permit Approval

Project Name:	Lowe's	Date: May 13, 2005
Location:	6500 Green Bay Road	
Issued to:	Mr. Evan Vlaeminck Lowe's Home Improvement 1962 McDowell Road - Suite B-03 Naperville, IL 60563	
Architect/Engineer/ Contractor (if applicable):	Mr. Joseph Vavrina Smith Engineering 4500 Prime Parkway McHenry, IL 60050	
Approval Date(s):	City Plan Commission - July 22, 2004 / December 9, 2004 (extension) Department of City Development - May 13, 2005	
<ul style="list-style-type: none"> • Conditions of approval (see attachment) • Conditional use permit shall be null and void if a building permit is not obtained by: July 22, 2005 		

Any questions regarding the approved conditional use permit should be directed to Jeffrey Labahn, Assistant City Planner, or Rich Schroeder, Development Coordinator, at 262-653-4030.



 Ray Forgianni, Jr., Director
 Department of City Development

- cc Ed St. Peter, Water Utility Manager
 Daniel Wade, Police Chief
 Ron Bursek, Public Works Administrator
 Jim Schultz, Director of Neighborhood Services and Inspections
 Patrick Ryan, Fire Prevention Bureau Chief
 Mike Higgins, City Assessor
 Paula Blise, Zoning Coordinator
 Nick Torcivia, Senior Building Inspector

Project Name:	Lowe's	Date: May 13, 2005
Location:	6500 Green Bay Road	

Conditions of Approval:

1. Applicant shall obtain erosion control, building, fence, plumbing, electrical, occupancy and any other required construction permits from the Department of Neighborhood Services and Inspections.
2. Applicant shall obtain sidewalk, street opening, driveway and parking lot permits from the Department of Public Works.
3. All signs shall comply with Chapter 15 of the Code of General Ordinances and sign permits shall be obtained from the Department of Neighborhood Services and Inspections. The Unified Business Center is only permitted to have two (2) pylon signs on STH 31.
4. Storm water detention basins shall be constructed and operational prior to the issuance of any occupancy permit.
5. Applicant shall meet all applicable conditions of approval and obtain a permit by July 22, 2005 or the conditional use permit shall be null and void per Section 4.04I of the Zoning Ordinance.
6. Compliance with all City and State codes and ordinances and with any conditions noted in the recorded Developers Agreement.
7. Any changes to the approved plans shall require an amendment to the approved conditional use permit. All changes shall be submitted to the Department of City Development for review and approval.
8. The development shall be constructed in accordance with the approved plans on file with the Department of City Development. All parking areas, drives, and designated paved areas shall be paved, building exterior completed and site lighting installed prior to the issuance of any occupancy permits. All other improvements indicated on the plans, including landscaping, shall be installed prior to the issuance of a final occupancy permit.
9. All off site improvements required under the Developers Agreement and the approved Traffic Impact Analysis shall be completed prior to the issuance of any occupancy permit.
10. All improvements, including landscaping, shall be maintained per the approved plans. Any damaged fencing, landscaping, or building shall be replaced/reconstructed per the approved plans.
11. All trash containers shall be stored within the enclosure.
12. All vehicles shall be parked on the designated paved areas.
13. Outdoor display of products is prohibited, except within the Garden Center fence.
14. Applicant shall install motion sensors and other safety devices as approved by Staff at the parking/truck intersection.
15. All rooftop mechanicals shall be properly screened per Section 14.07 B.10 of the Zoning Ordinance.



Lowes Home Improvement Front Apron Request to Amend the Conditional Use Permit

Purpose: To utilize designated display and selling space within parameters to increase inventory and profitability throughout the store. This will allow us to remain competitive, while keeping the necessary on hands and selections that are trending year after year.

What and Where: There are 7 designated areas marked on the blueprint. They are identified as the following:

1. Highway Trailers displayed and sold from the south side of the building covering 6-8 parking spots. Over the past several years we have had many requests for trailers. Upon further collection we would be the only business in Kenosha that would be able to furnish highway trailers in stock ready to be delivered. (We are open to other placement areas)
2. Storage Sheds would accompany 8 total parking spaces with a total of four displays. These displays are vendor owned and would be maintained monthly by the respective vendor. (We are open to other placement areas)
3. Live Nursery across the fence line and as stipulated on the current conditional use permit and store blue print.
4. Tractor display and sell through area. Merchandise the 8 tractor models that we carry at the store. Refer to photo labeled #4.
5. Grills would be located here. This would designate to have 6-8 different model grills outside on the front apron. Refer to photo labeled #5
6. Commercial Canopy. This is a year round program that is scaled back in the winter months. This program is in effort to stage job lot quantities of high volume, difficult to handle and speed load items underneath the canopy outside the lumber entrance. This will allow our Commercial Customers to get in and out in a timely manner. The Store will also benefit from this by decreasing labor required to re- stock the Department.
7. Same as # 6. Please refer to photos labeled #6 and #7.

Being able to utilize these requested areas for display and selling will help generate between 4-6 million dollars over the course of FY2014. We should see an increase within 25-35% percent, better in stock position, products assembled and ready to be delivered and more established Commercial Sales Program. All Displays will be on the concrete except for #1 and #2. Everything will be secured from a loss prevention and safety standpoint. The fire lane will not be utilized nor will any emergency doors be blocked. Everything will be fresh, neat and organized as we adhere to Lowes strict merchandising standards.

LOWE'S HOME CENTERS, INC.

REVISIONS

NO.	DATE	DESCRIPTION
1	11/15/11	ISSUED FOR PERMITS
2	01/10/12	REVISED PER COMMENTS
3	02/07/12	REVISED PER COMMENTS
4	02/07/12	REVISED PER COMMENTS
5	02/07/12	REVISED PER COMMENTS
6	02/07/12	REVISED PER COMMENTS
7	02/07/12	REVISED PER COMMENTS
8	02/07/12	REVISED PER COMMENTS
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99	02/07/12	REVISED PER COMMENTS
100	02/07/12	REVISED PER COMMENTS

SMITH ENGINEERING CONSULTANTS, INC.

2000 WEST WISCONSIN AVENUE, SUITE 200
 MILWAUKEE, WISCONSIN 53233
 TEL: 414.224.1200
 FAX: 414.224.1201
 WWW.SMITHENGINEERING.COM

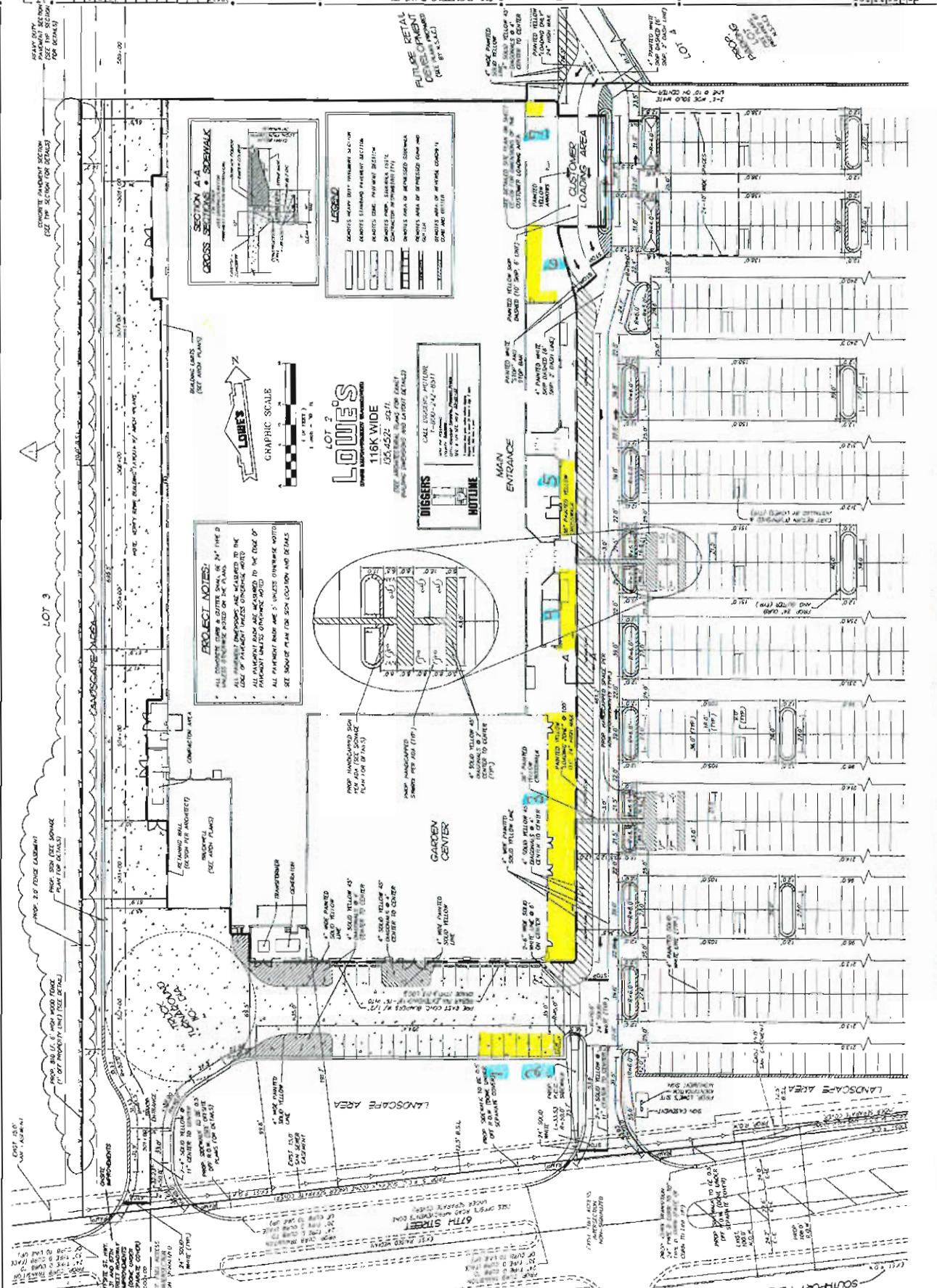
LOWE'S ENGINEERING AND CONSTRUCTION

239 658 4000 (LV)
 1500 WEST WISCONSIN AVENUE, SUITE 200
 MILWAUKEE, WISCONSIN 53233
 WWW.LOWES.COM

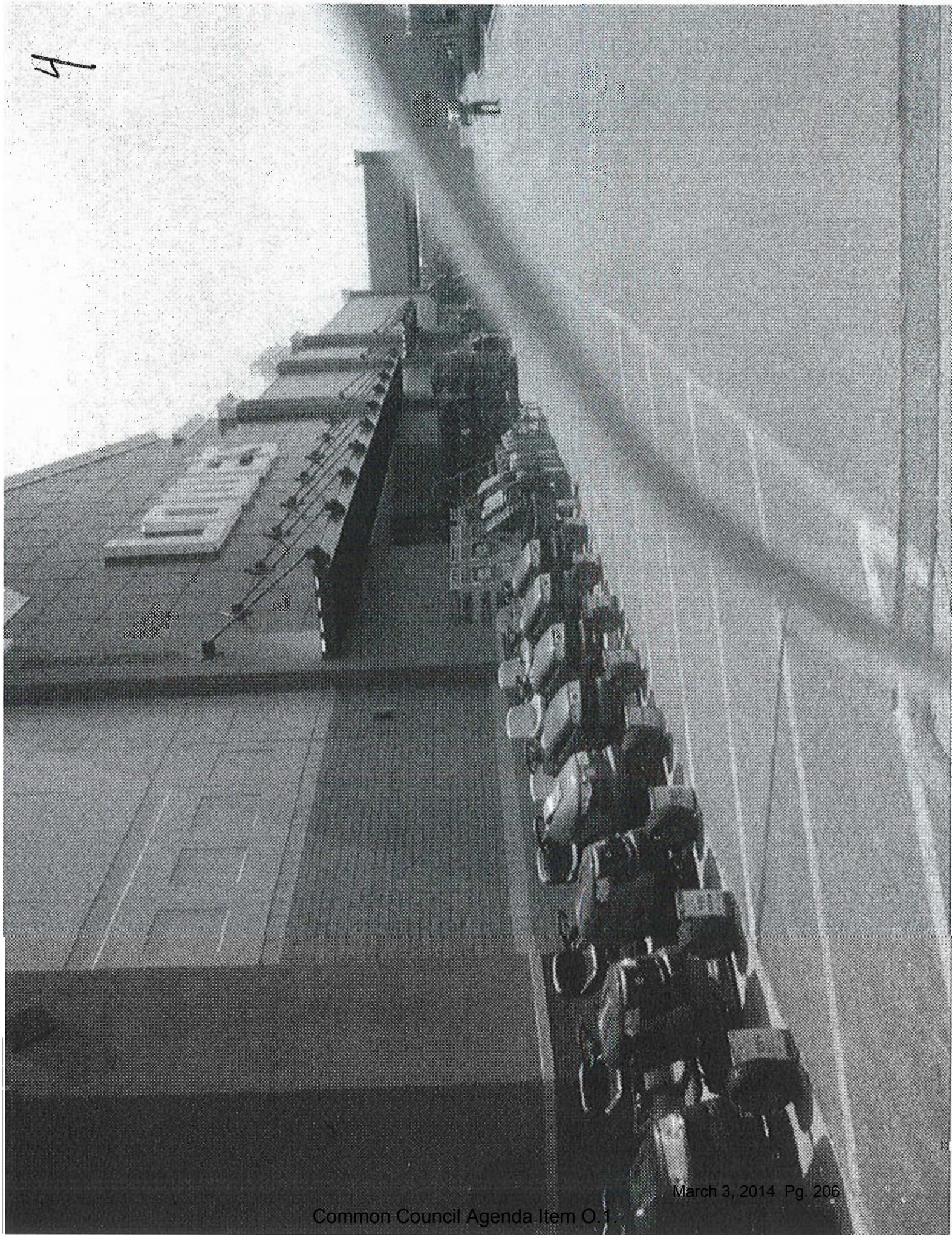
LOWE'S OF KENOSHA, WISCONSIN

DETAILED SITE PLAN (WEST)

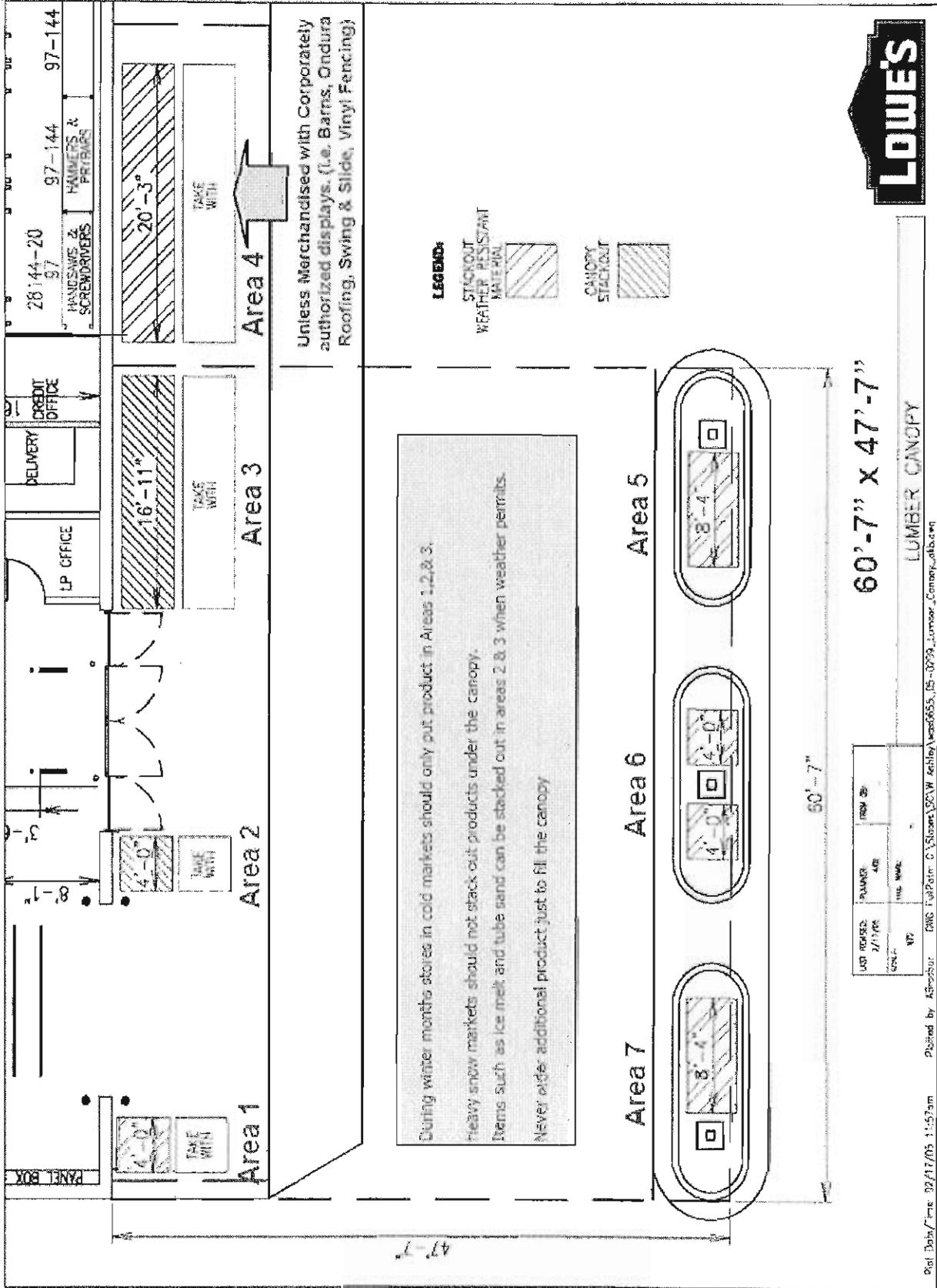
DATE: 02/07/12
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT NO.: [Number]
 SHEET NO.: [Number]
 TOTAL SHEETS: [Number]



4









ZONING ORDINANCE FOR THE CITY OF KENOSHA, WISCONSIN

3.14 B-2 COMMUNITY BUSINESS DISTRICT

The primary purpose and characteristics of the B-2 Community Business District are intended to accommodate the needs of a larger consumer population than is served by the B-1 Neighborhood Business District, thereby permitting a wider range of uses and development sizes for both convenience and community shopping.

A. Permitted Uses.

1. Hotels and motels existing on the effective date of this Ordinance.
2. **Convenience Retail and Service Stores** as follows, all conducted wholly within an enclosed building, except as provided for herein:
 - a. Bakery, retail.
 - b. Barber shop.
 - c. Beauty or styling salon.
 - d. Bicycle sales, rental and repair shop.
 - e. Book and stationery shop, newsstand; excluding adult uses, as defined.
 - f. Camera and photographic supply store, including drive-in, pickup/drop-off centers.
 - g. Candy and ice cream store.
 - h. Clothes and costume rental service.
 - i. Coffee shop.
 - j. Dressmaking and tailor shop.
 - k. Drugstore.
 - l. Florist shop.
 - m. Food store; grocery; meat, poultry and fish market; and delicatessen; including the use of controlled atmosphere smoke producing and processing equipment for retail and customer order purposes.
 - n. Gift or antique shop.
 - o. Hobby shop.
 - p. Jewelry store.
 - q. Laundromat and dry cleaning establishment, including clothes or garment pickup/drop-off facilities.
 - r. Locksmith.
 - s. Office supply store.
 - t. Package beverage store, including drive through facilities.
 - u. Pet shop.
 - v. Photocopying center.
 - w. Record or tape store.
 - x. Repair, rental, and servicing of any article the sale of which is a permitted use in the B-2 District, except automobile body repair.
 - y. Restaurant, including drive-in and outdoor cafe restaurants and refreshment stands.
 - z. Secondhand Article Dealer.
 - aa. Shoe repair and combination shoe sales store.
 - bb. Tobacco and pipe shop.
 - cc. Travel bureau and transportation ticket.
 - dd. Upholstering shop.
 - ee. Artisan Studio.
3. **General Merchandise and Service Stores** as follows, all conducted wholly within an enclosed building, except as provided for herein:
 - a. Apparel store.
 - b. Business machine sales and service.
 - c. Catalog and mail-order store.
 - d. Department store, including outdoor storage areas of building and garden supplies, as permitted in

ZONING ORDINANCE FOR THE CITY OF KENOSHA, WISCONSIN

§3.14 A.9.i. of this Ordinance.

- e. Drapery, curtain, and fabric store.
- f. Flea market.
- g. Furniture and home furnishing store.
- h. Furriers and fur shops.
- i. Household appliance store.
- j. Interior decorating and picture framing studio
- k. Leather goods and luggage store.
- l. Musical instrument store.
- m. Opticians sales.
- n. Orthopedic and medical appliance store.
- o. Radio, television, stereophonic and other electronic appliance store.
- p. Shoe and boot store.
- q. Sporting goods and trophy store.
- r. Toy store.
- s. Variety store.

4. Miscellaneous retail building, home improvement and gardening supply stores and uses as follows:

a. **Building supply store**, not involving the manufacture, treatment, or processing of any product, or the cutting or planing of any product other than cutting or planing which is incidental or essential to the retail business. All storage which is adjacent to or across an alley from any residential district shall be within completely enclosed buildings or contained within accessory outdoor storage areas effectively screened from the residential district.

b. **Carpenter, electrical, plumbing, heating and air conditioning shop, showroom and storage area**, all conducted wholly within completely enclosed buildings.

c. **Feed and fuel store**. All storage of feed or fuel which is adjacent to or across an alley from any residential district shall be within completely enclosed buildings or contained within accessory outdoor storage areas effectively screened from the residential district.

d. **Floor covering and carpet store**, all conducted wholly within a completely enclosed building.

e. **Garden supply, commercial nursery, greenhouse or orchard**. All storage of supplies which is adjacent to or across an alley from any residential district shall be within completely enclosed buildings or located in accessory outdoor storage areas in a manner which constitutes an effective screen from the residential district.

f. **Hardware store**. All storage of building or garden supplies which is adjacent to or across an alley from any residential district shall be within completely enclosed buildings or contained within accessory outdoor storage areas effectively screened from the residential district.

g. **Mobile or manufactured homes sales and services centers, excluding construction**. All storage of mobile or manufactured homes which is adjacent to or across an alley from a residential district shall be within completely enclosed buildings or contained within accessory outdoor storage areas effectively screened from the residential district.

h. **Paint, glass and wallpaper store**, all conducted wholly within a completely enclosed building.

i. **Storage areas of a department store containing building or garden supplies** provided that when such areas are adjacent to or across an alley from a residential district, such storage is within completely enclosed buildings or contained within accessory outdoor storage areas effectively screened from the residential district.

j. **Tool and equipment rental store**. All storage of retail or rental tools and equipment which is adjacent to or across an alley from a residential district shall be within completely enclosed buildings or contained within accessory outdoor storage areas effectively screened from the residential district.

5. Miscellaneous Retail and Services Uses as follows, all conducted wholly within a completely enclosed building except as provided for herein:

a. **Amusement enterprises and pool halls**. No amusement enterprise or pool hall shall be located within one thousand (1,000') feet, as measured by the most direct means, from lot line to lot line of any

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

MAILING INFORMATION

NAME OF PROJECT: Kenosha Lowe's #2560 Front Apron Layout

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

Name and Address of Applicant (Please print):
 Lowes Home Improvement Center
 Jeff Winiarski - Store Manager
 6500 Green Bay Road
 Kenosha, WI 53142
 Phone: (262) 653-8770
 Fax: (262) 653-8771
 E-Mail: jeffery.j.winiarski@store.lowes.com

Name and Address of Architect/Engineer (Please print):

 Phone: _____
 Fax: _____
 E-Mail: _____

Name and Address of Property Owner (if other than applicant)(Please print):

 Phone: _____
 Fax: _____
 E-Mail: _____

PROJECT LOCATION

Location of Development (street address and / or parcel number): 6500 Green Bay Road, Kenosha, Wisconsin 53142
 Store Front

TYPE OF LAND DEVELOPMENT

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

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

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

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

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

Phone: 262.653.4030
 Fax: 262.653.4045

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

**SECTION 4
CONDITIONAL USE PERMIT**

Additional Information Required:	Building or Addition Square Footage: <u>116K Wide/135,452 square feet</u>
	Existing Building Size: <u>116K Wide/135,452 square feet</u>
	Site Size: <u>N/A</u>
	Current # of Employees <u>115</u> Anticipated # of New Employees <u>35 spring hires</u>
	Anticipated Value of Improvements <u>Increase in Inventory/Overall Revenue</u>

Submittal Requirements:	<ul style="list-style-type: none"> ➤ Ten (10) full size scaled copies of Specified Plans indicated below drawn at a standard engineering scale ➤ Developer Site Plan/Conditional Use Permit Checklist (Appendix A)
--------------------------------	--

If Item to be Reviewed by Plan Commission/Common Council must Submit:	<ul style="list-style-type: none"> ➤ One (1) 8 1/2" x 11" reduction <i>or</i> twenty (20) 11" x 17" reductions of the Site/Landscape Plan, Floor Plan and Colored Building Elevations (all sides) ➤ Sample Board containing colored samples of all exterior building materials
--	--

Fees:	Level 1	Building or Addition Size <= 10,000 sq. ft.	Site size <= 1 acre	Review Fee \$900 = City Plan Dept. <i>or</i> \$1,025 = CPC/CC
	Level 2	10,001 - 50,000 sq. ft.	1.01 - 10 acres	\$1,175 = City Plan Dept. <i>or</i> \$1,300 = CPC/CC
	Level 3	50,001 - 100,000 sq. ft.	10.01 - 25 acres	\$1,600 = City Plan Dept. <i>or</i> \$1,725 = CPC/CC
	Level 4	> 100,001 sq. ft.	> 25.01 acres	\$2,000 = City Plan Dept. <i>or</i> \$2,125 = CPC/CC
	<ul style="list-style-type: none"> ➤ If building size or addition and gross acreage of the site determine two (2) different fees, the greater of the two fees will be assessed. ➤ Application fee entitles applicant to an initial review and one re-submittal. ➤ Re-submittal fee = \$425 per re-submittal after two (2) permitted reviews. ➤ CUP Amendment = 50% of the applicable fee as determined above. 			

Appendices to Review:	➤ All
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Approximate Review Time:	<ul style="list-style-type: none"> ➤ 30 days for Staff Review ➤ 45-60 days for City Plan Commission/Common Council Review
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The conditional use permit plans, *prepared to a standard engineering scale*, shall be submitted with this application & shall include the following information:

Building Plan:	<ul style="list-style-type: none"> ➤ Layout of building(s) including size and layout of rooms ➤ Design and architecture ➤ Plans and details on fire suppression and/or standpipe ➤ Plans and details on fire detection, fire alarm and other safety devices
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Site Plan (based on a plat of survey)	<ul style="list-style-type: none"> ➤ Legal description of property ➤ Location and footprint of building(s) and structure(s) ➤ Locations of existing and proposed streets, drives, alleys, easements, rights-of-way, parking as required, vehicular and pedestrian access points, and sidewalks ➤ Outline of any development stages ➤ Location and details on any required emergency access roads ➤ A calculation of square footage devoted to building, paving and sidewalks, and landscaped/open space
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Drainage Plan	<ul style="list-style-type: none"> ➤ Existing topography, including spot elevations of existing buildings, structures, high points, and wet areas, with any previous flood elevations ➤ Floodplain boundaries, if applicable ➤ Soil characteristics, where applicable ➤ Proposed topography of the site denoting elevations and natural drainage after construction and any proposed stormwater retention areas
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Planning & Zoning Division 625 52nd Street - Room 308 Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	February 20, 2014	Item 1
Conditional Use Permit for a 3,855 s.f. addition to Gateway Technical College - Student Life Center at 3520 30th Avenue. (Gateway Technical College) (District #6) PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: 3520 30th Avenue
 Zoned: IP Institutional Park District

NOTIFICATIONS/PROCEDURES:

The alderperson of the district, Alderperson Ohnstad, has been notified. The Common Council is the final review authority.

ANALYSIS:

- Gateway Technical College has submitted the attached Conditional Use Permit application to construct an addition to the existing Student Life Center at their 30th Avenue campus.
- The plans indicate two (2) phases of the project:
 - This application being reviewed is only for Phase I which involves the building addition.
 - The second phase, to be submitted at a future date, would involve some pavement improvements and a relocation of the driveway access to 30th Avenue. The proposed relocation would align a new driveway with the centerline of 35th Street, whereas the current driveway is off-set from the 35th Street centerline.
- The proposed building materials would be brick and glass that match the existing building.
- The purpose of the addition is to make a more prominent entry to the Student Life Center, as well as adding a multipurpose room for meetings and career workshops.

RECOMMENDATION:

A recommendation is made to approve the Conditional Use Permit, subject to the attached Conditions of Approval.


 Brian R. Wilke, Development Coordinator


 Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2014/FEB20/fact-cup-gateway.odt

Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	<i>Kenosha City Plan Commission Conditions of Approval</i>	Gateway Technical College 3520 30th Avenue	February 20, 2014
--	--	---	-------------------

1. The following Conditions of Approval will run with the land and shall be included in a document recorded with the Kenosha County Register of Deeds:
 - a. The applicant shall obtain all required construction permits from the Department of Community Development & Inspections. This includes, but is not limited to Erosion Control, Building, Plumbing, Electrical and Occupancy permits.
 - b. All signs shall comply with Chapter 15 of the Code of General Ordinances and the applicant shall obtain sign permits for all new signs. A separate submission and permits are required for all signs. Sign information provided under the Conditional Use Permit is for reference only and does not constitute sign permit approval.
 - c. The development shall be constructed per the approved plans on file with the Department of Community Development & Inspections, Room 308, 625 52nd Street, Kenosha, WI 53140. Any changes to the approved plans shall require an amendment to the Conditional Use Permit. All changes shall be submitted to the Department of Community Development & Inspections for review and approval.
 - d. Prior to the issuance of any Occupancy permits, the building exterior shall be completed per the approved plans, the exterior lighting shall be installed and the Conditional Use Permit shall be recorded with the Kenosha County Register of Deeds. All improvements indicated on the plans, including landscaping, shall be installed prior to the issuance of a final Occupancy permit. The recording fees for the Conditional Use Permit shall be submitted by the applicant.
 - e. Compliance with City and State and/or Federal Codes and Ordinances. The buildings shall comply with the current Code standards in effect upon application for a building permit.
 - f. All roof top mechanicals shall be properly screened per Section 14.07 B.10 of the Zoning Ordinance.
 - g. All trash containers shall be stored within the enclosure or building. The applicant/owner shall be responsible for waste collection and removal for the development. The City of Kenosha shall not provide waste collection or removal services or incur any cost in this regard.
 - h. The applicant shall meet all applicable Conditions of Approval and obtain a building permit within six (6) months of Common Council approval of the Conditional Use Permit/Site Plan or the Conditional Use Permit/Site Plan shall be null and void.
 - i. All vehicles shall be parked within the designated paved areas.

Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	<i>Kenosha City Plan Commission Conditions of Approval</i>	Gateway Technical College 3520 30th Avenue	February 20, 2014
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- j. All improvements, including landscaping, shall be maintained per the approved plans. Any damaged fencing, landscaping or building shall be replaced or reconstructed per the approved plans.
 - k. This Conditional Use Permit is for Phase I - building addition. Future phases shall required separate Conditional Use Permit and approval.
2. The following conditions of approval shall be satisfied with City Staff prior to the issuance of any construction permits.
- a. The Drainage Plan shall be revised and resubmitted for review and approval addressing comments listed in the Public Works memo dated February 4, 2014.
 - b. The plans shall show the new/relocated Fire Department Connection and fire hydrant locations at the circle drive.

/u2/acct/cp/ckays/1CPC/2014/FEB20/conditions-gateway.odt



ENGINEERING DIVISION
 SHELLY BILLINGSLEY, P.E.
 CITY ENGINEER

PARK DIVISION
 JEFF WARNOCK
 SUPERINTENDENT

FLEET MAINTENANCE
 MAURO LENCI
 SUPERINTENDENT

STREET DIVISION
 JOHN H. PRIJIC
 SUPERINTENDENT

WASTE DIVISION
 ROCKY BEDNAR
 SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS

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

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

TO: Brian Wilke, Development Coordinator

FROM: Michael M. Lemens, P.E.
 Director of Public Works

Shelly Billingsley, P.E.
 City Engineer

DATE: February 4, 2014
SUBJECT: STUDENT LIFE ENTRY EXPANSION
Project Description: Gateway Tech College
Location: 3520 30th Avenue

Our staff has reviewed the plans for this project. The following comments are provided:

Parking Lot Ordinance Compliance	Sufficient	Deficient	Not Applicable
Parking Lot Paved			X
Standard Stall Width			X
Parking Lot Layout			X
Parking Lot Lighting Shown			X
Parking Lot Lighting Adequate			X
Handicapped Parking			X
Driveway Locations			X
Driveway Width			X
Passing Blister or Accel/Decel Lanes			X
Sidewalks Adequate	X		
Drive Thru Lane Design			X

Public Streets	Sufficient	Deficient	Not Applicable
Geometric Design			X
Pavement Width			X
Pavement Thickness Design			X
Established Grades			X
Plan Details			X
Sidewalks			X
Street Lights			X

Site Grading/Drainage	Sufficient	Deficient	Not Applicable
Drainage Plan		X	
Storm Sewer			X
Storm Water Detention			X
Drainage Calculations			X

Project Approval/Permits Needed	Yes	No	Not Applicable
Project Approved for Permitting		X	
Withhold Permits: See Comments	X		
Approve Footing/ Foundation Only (per condition)			X
Parking Lot Permit Required		X	
Driveway Permits Required		X	
Sidewalk Permit Required		X	
Street Opening Permit Required		X	
Stormwater Permit Required		X	
Erosion Control Required	X		
State Permit Required		X	

Grading & Drainage Comments:

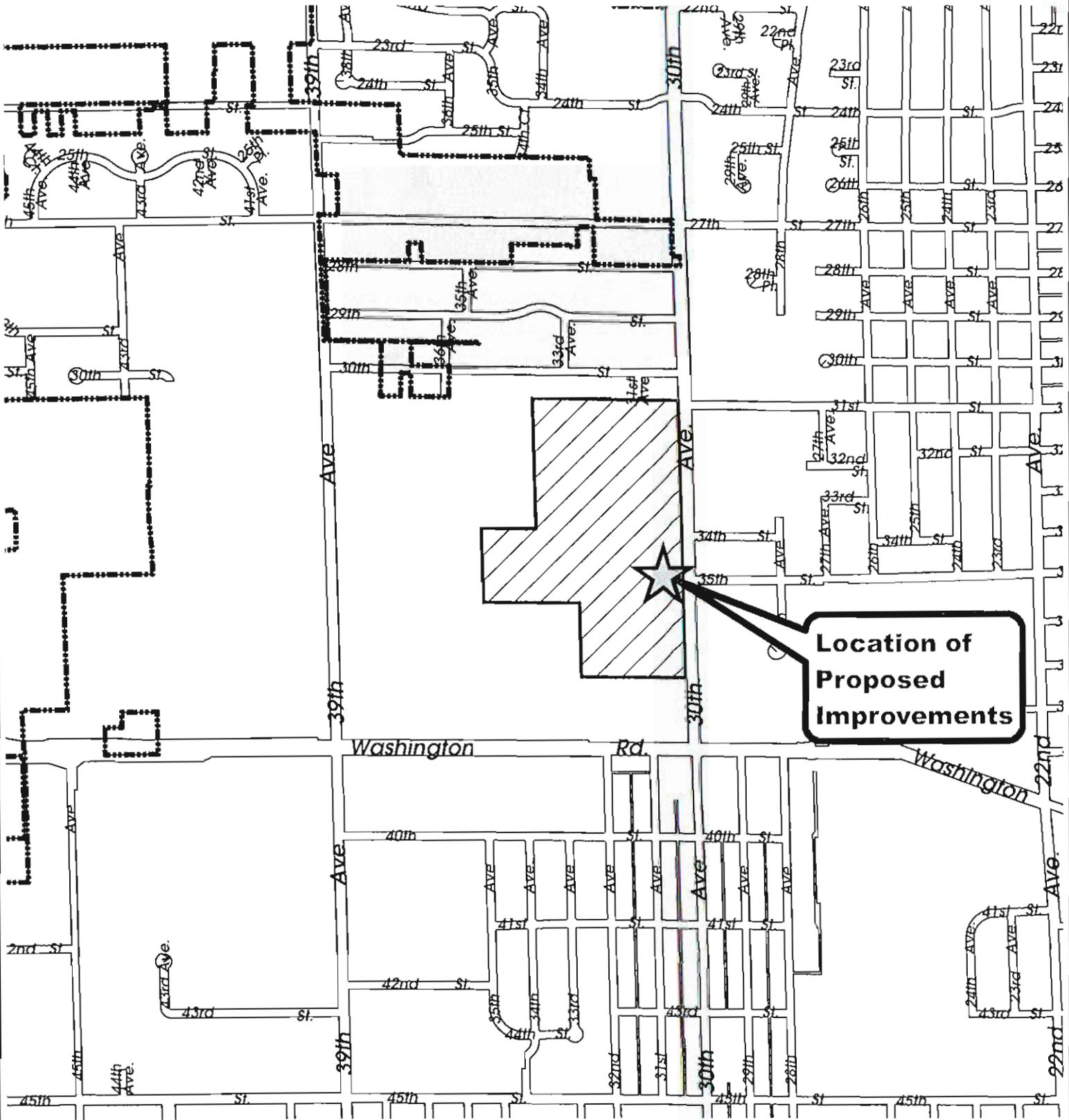
1. Note that the erosion control review is a separate process and will begin when an Erosion Control Permit application is submitted.
2. Plans show future improvements with dashed lines which are noted as "Dash lines indicate future phase site improvements. Shown for reference only." Note that these future improvements have not been reviewed with this submittal and the approval of the current phase does not imply any approval of the future improvements shown on the plans.
3. Show a limits of disturbance line on the site plans and place a notation that indicates the square footage to be disturbed and the existing and proposed impervious surfaces within the disturbed area.

Traffic Comments:

4. Plans show future improvements with dashed lines which are noted as "Dash lines indicate future phase site improvements. Shown for reference only." Note that these future improvements have not been reviewed with this submittal and the approval of the current phase does not imply any approval of the future improvements shown on the plans.

cc: Jeff Hansen
Shelly Billingsley
Kile Kuhlmeier
Gerard Koehler

Gateway Technical College Student Life Expansion CUP



**Location of
Proposed
Improvements**



Subject Property



Municipal Boundary



0 210 420 630 840 1050 Feet

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

MAILING INFORMATION

NAME OF PROJECT: Gateway Technical College - Student Life Entry Expansion

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

<input type="radio"/>	Name and Address of Applicant [Please print]: William Whyte 3520 30th Ave Kenosha, WI 53144	Phone: 262.564.3228 Fax: E-Mail: whytew@gtc.edu
<input checked="" type="radio"/>	Name and Address of Architect/Engineer [Please print]: Mark Molinaro 600 52nd Street, Suite 220 Kenosha, WI 53140	Phone: 262.652.2800 Fax: E-Mail: markin@pidarchitects.com
<input type="radio"/>	Name and Address of Property Owner (if other than applicant)[Please print]: _____ _____ _____	Phone: _____ Fax: _____ E-Mail: _____

PROJECT LOCATION

Location of Development (street address and / or parcel number):
 3520 30th Avenue

TYPE OF LAND DEVELOPMENT

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

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

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

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

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

Phone: 262.653.4030
 Fax: 262.653.4045

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

**SECTION 10
SITE PLAN REVIEW**

Additional Information Required:	Building or Addition Square Footage: <u>3,855 sf</u> Existing Building Size: <u>137,500 sf</u> Site Size: <u>60.5 Acres</u>			
Submittal Requirements:	<ul style="list-style-type: none"> ➤ Ten (10) full size scaled copies ➤ Developer Site Plan/Conditional Use Permit Checklist (Appendix A) 			
If Item to be Reviewed by Plan Commission/Common Council must Submit:	<ul style="list-style-type: none"> ➤ One (1) 8 1/2" x 11" reduction <i>or</i> twenty (20) 11" x 17" reductions of the Site/Landscape Plan, Floor Plan and Colored Building Elevations (all sides) ➤ Sample Board containing colored samples of all exterior building materials 			
Fees:	Level 1	Building or Addition Size < = 10,000 sq. ft.	Site size < = 1 acre	Review Fee \$900 = City Plan Dept. <i>or</i> \$1,025 = CPC/CC
	Level 2	10,001 - 50,000 sq. ft.	1.01 - 10 acres	\$1,175 = City Plan Dept. <i>or</i> \$1,300 = CPC/CC
	Level 3	50,001 - 100,000 sq. ft.	10.01 - 25 acres	\$1,600 = City Plan Dept. <i>or</i> \$1,725 = CPC/CC
	Level 4	> 100,001 sq. ft.	> 25.01 acres	\$2,000 = City Plan Dept. <i>or</i> \$2,125 = CPC/CC
	<ul style="list-style-type: none"> ➤ If building size or addition and gross acreage of the site determine two (2) different fees, the greater of the two fees will be assessed. ➤ Application fee entitles applicant to an initial review and one re-submittal. ➤ Re-submittal fee = \$425 per re-submittal after two (2) permitted reviews. ➤ Amendment = 50% of the applicable fee 			
Appendices to Review:	<ul style="list-style-type: none"> ➤ All 			
Approximate Review Time:	<ul style="list-style-type: none"> ➤ 30 days for Staff Review ➤ 45-60 days for City Plan Commission/Common Council Review 			
<p>The site plan review plans, <i>prepared to standard engineering scale</i>, shall be submitted with this application and shall include the following information:</p>				
Building Plan:	<ul style="list-style-type: none"> ➤ Layout of building(s) including size and layout of rooms ➤ Design and architecture ➤ Plans and details on fire suppression and/or standpipe ➤ Plans and details on fire detection, fire alarm, and other safety devices 			
Site Plan (based on a plat of survey)	<ul style="list-style-type: none"> ➤ Legal description of property ➤ Location and "footprint" of building(s) and structure(s) ➤ Locations of existing and proposed streets, drives, alleys, easements, rights-of-way, parking as required, vehicular and pedestrian access points, and sidewalks ➤ Outline of any development stages ➤ Location and details on any required emergency access roads ➤ A calculation of square footage devoted to building, paving and sidewalks, and landscaped/open space 			
Drainage Plan	<ul style="list-style-type: none"> ➤ Existing topography, including spot elevations of existing buildings, structures, high points, and wet areas, with any previous flood elevations ➤ Floodplain boundaries, if applicable ➤ Soil characteristics, where applicable ➤ Proposed topography of the site denoting elevations and natural drainage after construction, and any proposed stormwater retention areas 			
Landscape Plan	<ul style="list-style-type: none"> ➤ Existing trees and landform ➤ Location, extent, and type of all proposed plantings ➤ Location, height, opaque characteristics and type of any required screening 			



Partners in Design
ARCHITECTS

**Partners in Design
Architects, Inc.**

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

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

January 21, 2014

Mr. Brian Wilke
City Planning Development Coordinator
625 52nd Street, Room 308
Kenosha, Wisconsin 53140

Re: Gateway Technical College - Kenosha Campus
FY-14 Expansion, Renovation and Repair Projects
Student Life Entry Expansion

Dear Mr. Wilke,

Please find attached our plan commission submittal for Gateway Technical College's (GTC) Student Life Entry Expansion. This expansion will be developed in two phases, the first phase will be the building expansion itself and the second phase will be the site improvements.

Due to the spending limits set by the governing body known as the Wisconsin Technical College System (WTCS) and its board, The Student Life Entry Expansion (phase 1) and the East Entry Site Improvements (phase 2) will need to be phased over two fiscal years. The GTC fiscal year commences on July 1st and ends the following June 30th. We have timed the start of construction to allow both phases to run consecutively as a single project to allow the overlap of fiscal years. Phase one will start in March 2014 (pending plan commission approval) and will be completed in August 2014. Phase two will start in August 2014 and will be completed in November of 2014. This submittal is for phase one only, phase two will be submitted at a later date, but is shown on the attached sheets as "Future".

Phase one is a story and half tall entry expansion designed to signify the front entrance to Kenosha's campus and be directly adjacent to their Student Services area. The new space will be used in conjunction with the current Student Life Center and overflow waiting for Student Services. The space also contains a multipurpose room for meetings, career workshops and other public functions.

Phase two, for reference only, is planned to include a modification to the entry drive to align with 35th Street, crosswalks to the newly leased Gateway Professional Building on the east side of 30th Avenue, relocated and upgraded traffic signals, a circle drive, parking lot with 28 parking spaces and 4 handicapped accessible spaces (monitored parking time limit for Student Services) and bike racks. The proposed modifications and change in traffic patterns for the new entrance drive, if determine to be within fiscal limitations of the college, will be design in accordance with the City of Kenosha's Mutual Aid Agreement to provide adequate pavement surface area for truck movements and truck body clear

www.pidarchitects.com

January 21, 2014

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zones. We are also proposing a new fire department connection with pumper pad. This also means we will be abandoning the existing building mounted FDC which does not meet current code. The current FDC is located west of Science Building, on the north side of the Student Commons.

We are currently in the process of completing a Traffic Impact Study, green space analysis, storm water management alternatives and reviewing utility relocation possibilities for phase two.

In summary, this letter is intended to explain the need to phase these projects, for Gateway Technical College, over two year fiscal period. For construction purposes the combined phases will be a nine month long construction project. However, we are hoping the City will cooperate in granting a temporary occupancy at the conclusion of phase one, so the college can occupy the addition/renovation spaces prior to the completion of phase two.

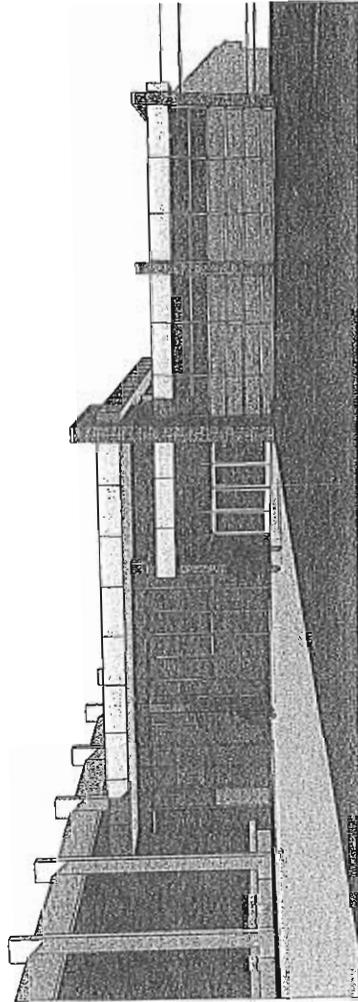
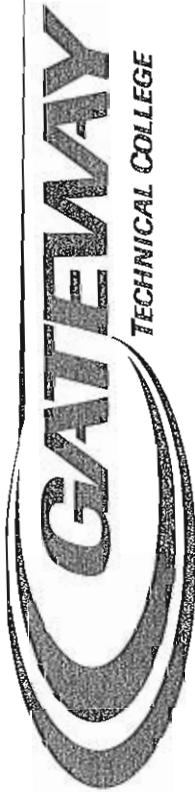
If you have questions or concerns please feel free to contact me.

Sincerely,

Jeffrey E. Bridleman
Project Manager

Page 2 of 2

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GATEWAY TECHNICAL COLLEGE
 KENOSHA CAMPUS
 STUDENT LIFE ENTRY EXPANSION
 PLAN COMMISSION SUBMITTAL - CITY OF KENOSHA

SHEET INDEX

MAP PLOT SHEET

01.00 SITE LOCATION / EXISTING DEVELOPMENT PLAN

02.00 SITE PLAN

03.00 FLOOR PLAN

04.00 ELECTRICAL / MECHANICAL / PLUMBING

05.00 EXTERIOR FINISHES

06.00 INTERIOR FINISHES

07.00 MECHANICAL / ELECTRICAL / PLUMBING

08.00 EXTERIOR ELEVATIONS

09.00 INTERIOR ELEVATIONS

10.00 SECTION / DETAIL

PROJECT DATA

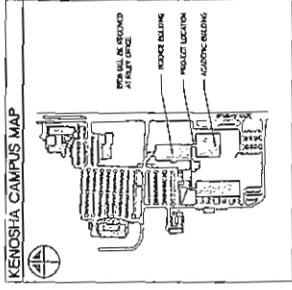
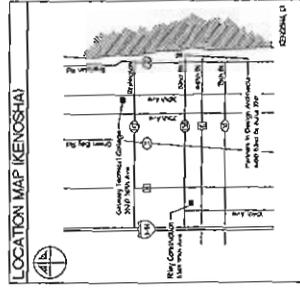
PROJECT NAME: STUDENT LIFE ENTRY EXPANSION

PROJECT ADDRESS: 1000 UNIVERSITY AVENUE, KENOSHA, WI 53140

OWNER: GATEWAY TECHNICAL COLLEGE

DESIGNER: PARTNERSIM DESIGN ARCHITECTS

DATE: 01.21.14



GATEWAY
 GATEWAY TECHNICAL COLLEGE
 1000 UNIVERSITY AVENUE
 KENOSHA, WI 53140
 PHONE: 734.3441
 FAX: 734.3442

RILEY
 COMMERCIAL ARCHITECTURE

PartnersimDesign
 ARCHITECTS
 GATEWAY TECHNICAL COLLEGE
 KENOSHA CAMPUS

IBC

mb

PartnersimDesign
 ARCHITECTS
 GATEWAY TECHNICAL COLLEGE
 KENOSHA CAMPUS

DATE: 01.21.14
 NUMBER: 191.13.058

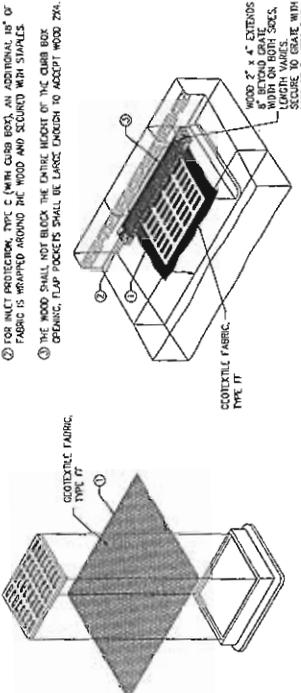
GENERAL NOTES

MANUFACTURED ALTERNATIVES APPROVED AND LISTED ON THE M.DOTS EROSION CONTROL PRODUCT ACCEPTABILITY LIST MAY BE SUBSTITUTED. WHEN PROVIDING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THIS DOCUMENT TRAPPED ON THE COLLECTIBLE FABRIC DOES NOT CAUSE A BLOCKAGE OF THE INLET. ANY MATERIAL TRAPPING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.

① FINISHED SIZE INCLUDING FLAP POCKETS WHERE REQUIRED. SHALL CREND FABRIC IS WRAPPED AROUND THE WOOD AND SECURED WITH STAPLES.

② FOR INLET PROTECTION, TYPE C (WITH CURB BOX), AN ADDITIONAL 18" OF FABRIC IS WRAPPED AROUND THE WOOD AND SECURED WITH STAPLES.

③ THE WOOD SHALL NOT BLOCK THE ENTIRE HEIGHT OF THE CURB BOX OPENING. FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2X4.



1 INLET PROTECTION, TYPE B (WITHOUT CURB BOX)
(CAN BE INSTALLED IN ANY SILT WITHOUT A CURB BOX)

2 INLET PROTECTION, TYPE C (WITH CURB BOX)
(CAN BE INSTALLED IN ANY SILT WITH A CURB BOX)

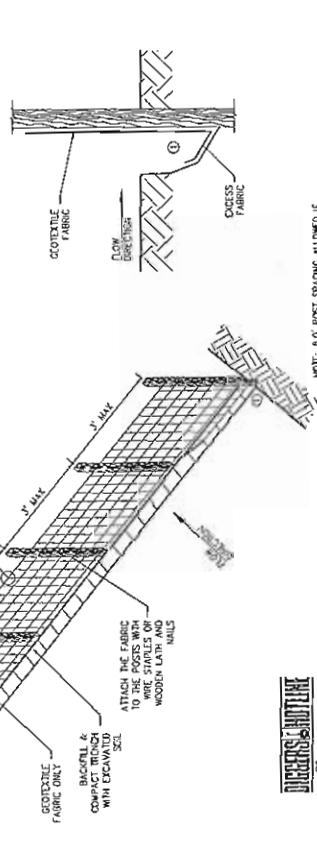
2 TYPICAL STORMWATER INLET PROTECTION DETAIL
NOT TO SCALE

GENERAL NOTES - SILT FENCE

① TRENCH SHALL BE A MINIMUM OF 4" WIDE & 6" DEEP TO BURY TRENCH AND BACKFILL & COMPACT TRENCH WITH EXCAVATED SOIL.

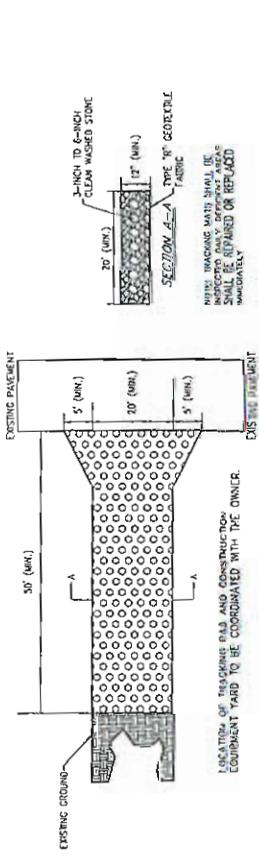
② WOOD POSTS SHALL BE A MINIMUM SIZE OF 1 1/2" x 18" OF OAK OR HICKORY. CONSTRUCT SILT FENCE FROM A CONTINUOUS ROLL IF POSSIBLE BY CUTTING LENGTHS TO WOOD JOINTS. IF A JOINT IS NECESSARY USE ONE OF THE FOLLOWING METHODS: A) BUTT JOINTS AT LEAST 10 FEET APART AND TRUST TO ROTATE AT LEAST 90 DEGREES. B) HOOK METHOD -- HOOK THE END OF EACH FENCE LENGTH.

③ GEOTEXTILE FABRIC SHALL BE A MINIMUM SIZE OF 15' x 18' OF OAK OR HICKORY. CONSTRUCT SILT FENCE FROM A CONTINUOUS ROLL IF POSSIBLE BY CUTTING LENGTHS TO WOOD JOINTS. IF A JOINT IS NECESSARY USE ONE OF THE FOLLOWING METHODS: A) BUTT JOINTS AT LEAST 10 FEET APART AND TRUST TO ROTATE AT LEAST 90 DEGREES. B) HOOK METHOD -- HOOK THE END OF EACH FENCE LENGTH.



1 TYPICAL SILT FENCE DETAIL
NOT TO SCALE

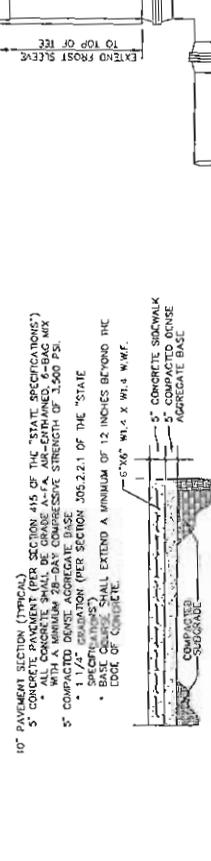
NOTE: 60° POST SPACING ALLOWED IF A WOVEN GEOTEXTILE FABRIC IS USED.



3 TRACKING PAD DETAIL
NOT TO SCALE

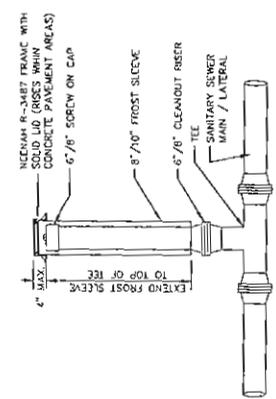
PLAN VIEW

LOCATION OF TRACKING PAD AND CONSTRUCTION EQUIPMENT YARD TO BE COORDINATED WITH THE OWNER.



4 CONCRETE PAVEMENT SECTION PRIVATE SIDEWALK
NOT TO SCALE

5" CONCRETE PAVEMENT SHALL INCLUDE 6"x6" W1.4 X W1.4 W.W.F.



5 CLEANOUT RISER DETAIL
NOT TO SCALE

10" PAVEMENT SECTION (TYPICAL)

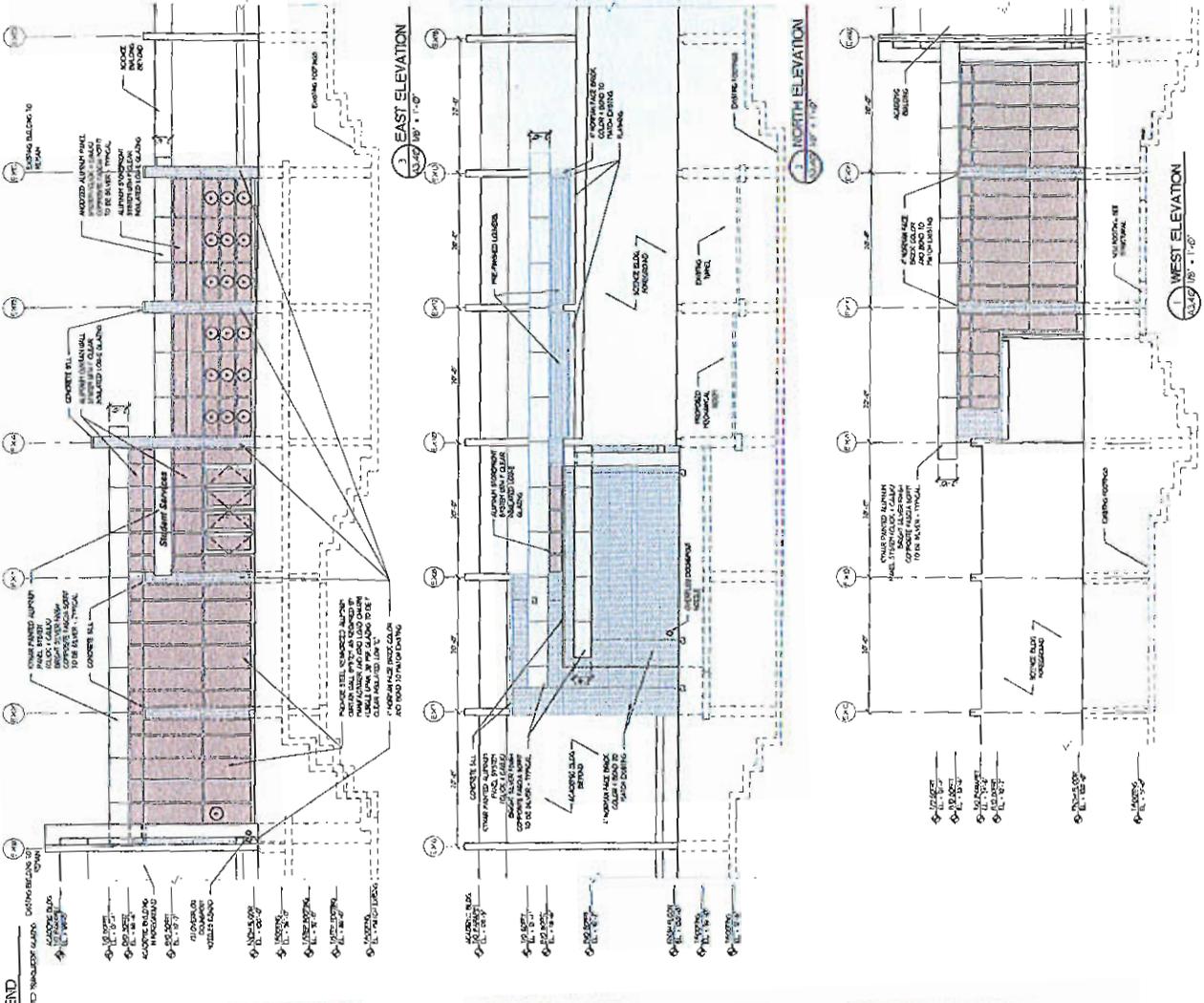
5" CONCRETE PAVEMENT (PER SECTION 415 OF THE STATE SPECIFICATIONS) WITH CONCRETE PIPES (PER SECTION 415 OF THE STATE SPECIFICATIONS) WITH CONCRETE PIPE BASE COMPRESSIVE STRENGTH OF 3,000 PSI.

5" COMPACTED DRIPLE AGGREGATE BASE

- 1 1/2" GRAVEL (PER SECTION J05.2.2.1 OF THE STATE SPECIFICATIONS)
- CONCRETE SHALL EXTEND A MINIMUM OF 12 INCHES BEYOND THE EDGE OF CONCRETE.
- 6" W6" W1.4 X W1.4 W.W.F.

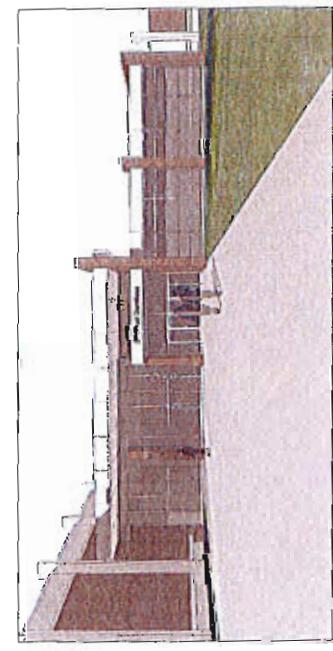
5" CONCRETE SIDEWALK WITH CONCRETE PIPES (PER SECTION 415 OF THE STATE SPECIFICATIONS) WITH CONCRETE PIPE BASE COMPRESSIVE STRENGTH OF 3,000 PSI.

STUDENT LIFE ENTRY EXPANSION
 Gateway Technical College, Kenosha Campus
 BUILDING ELEVATIONS AND PLAN DETAILS

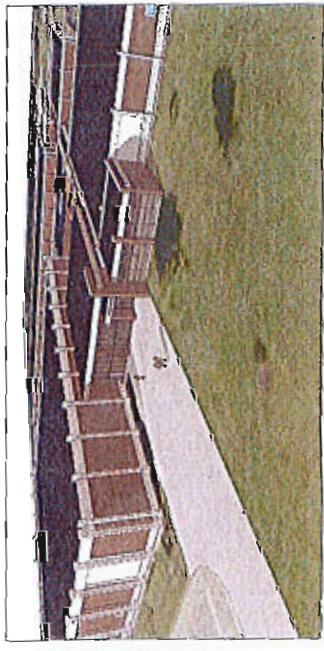


LEGEND

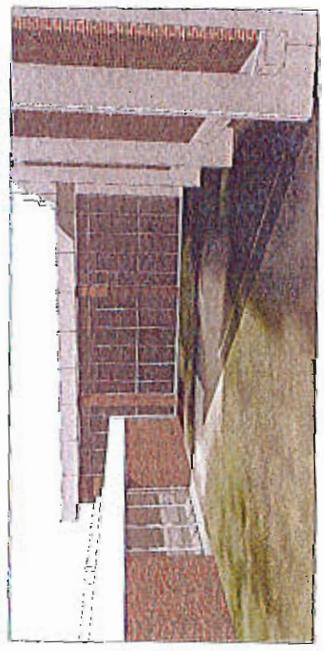
- ① MAINT WALKWAY WALLS - DETAIL BEHIND OF CURB
- ② ACCESSIBLE RAMP
- ③ CONC. CURB
- ④ CONC. CURB
- ⑤ CONC. CURB
- ⑥ CONC. CURB
- ⑦ CONC. CURB
- ⑧ CONC. CURB
- ⑨ CONC. CURB
- ⑩ CONC. CURB
- ⑪ CONC. CURB
- ⑫ CONC. CURB
- ⑬ CONC. CURB
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- ⑮ CONC. CURB
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6 FRONT
 1/32" N.T.S.

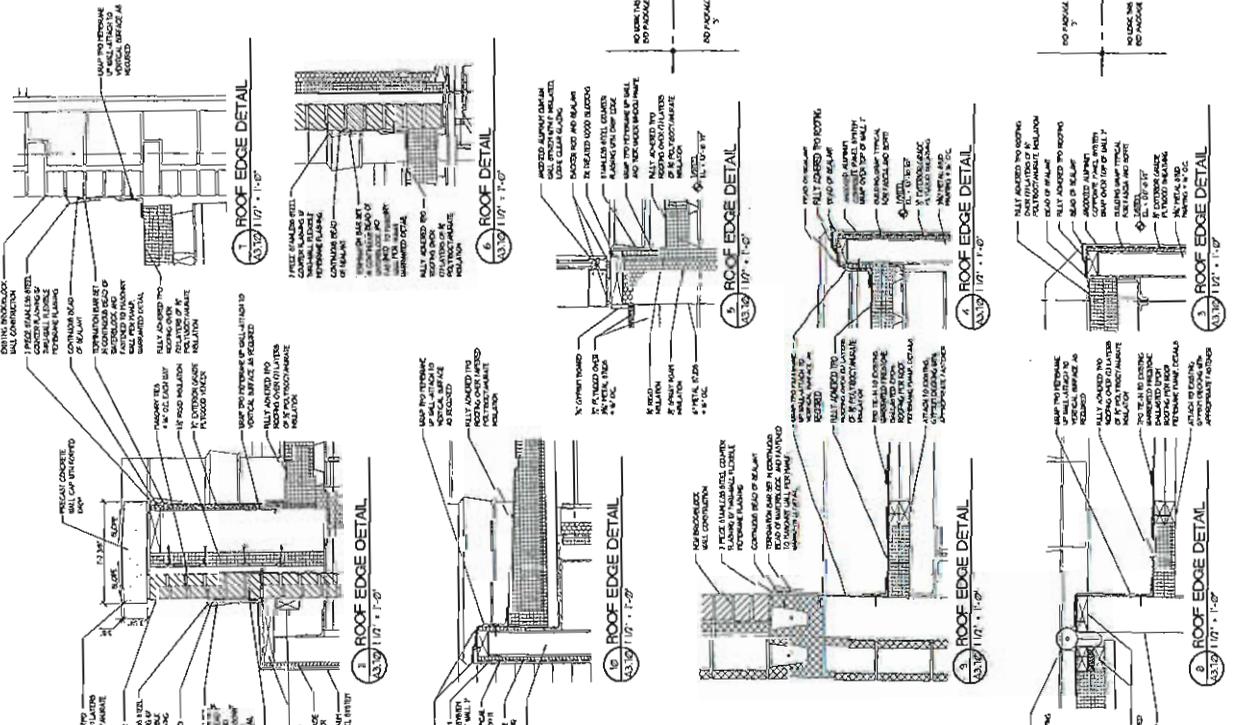
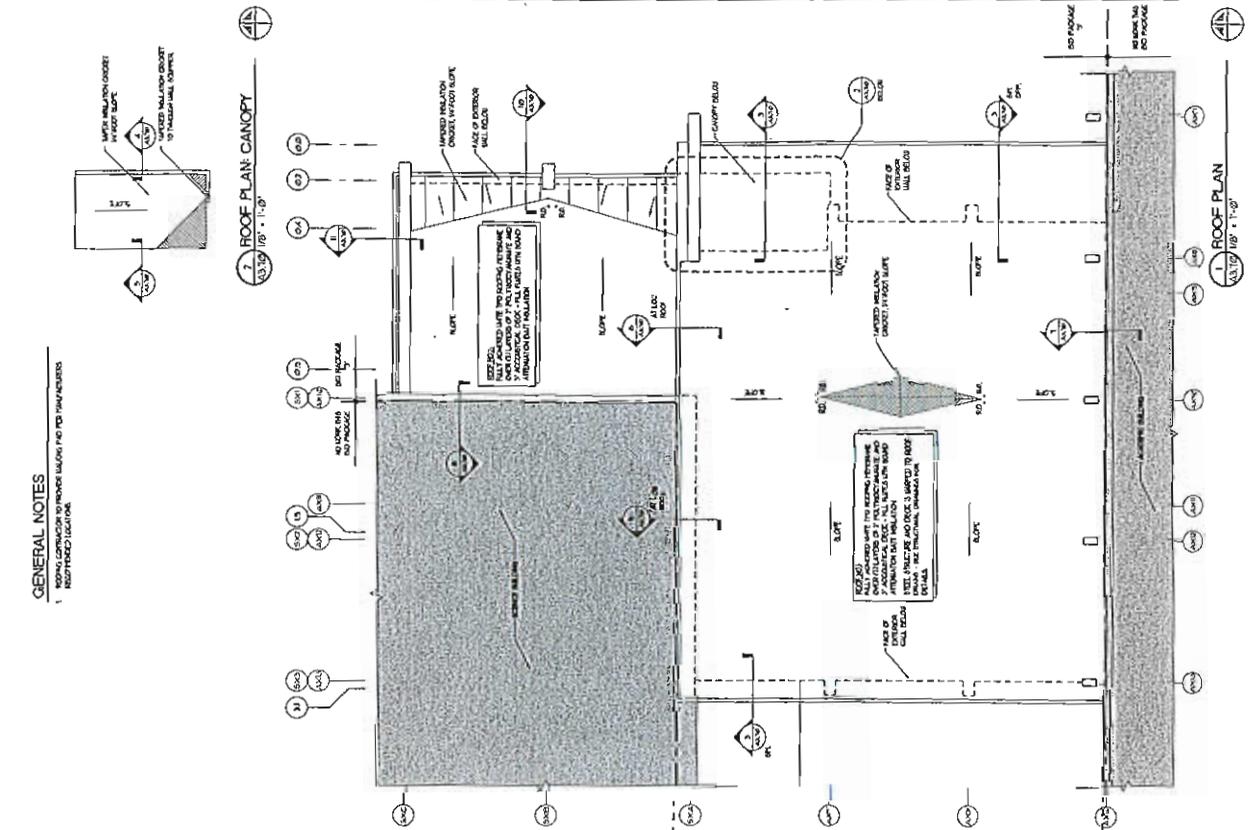


3 BIRDS EYE VIEW
 1/32" N.T.S.



4 REAR
 1/32" N.T.S.

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GENERAL NOTES

1. PROVIDE CONNECTIONS TO PROVIDE LOADS AND PER FORMANUFACTURERS RECOMMENDATIONS.

GENERAL NOTES

1. ALL PROPOSED CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH THE 2012 INTERNATIONAL PLUMBING CODE.
2. THE CONTRACTOR SHALL VERIFY THE EXISTING PLUMBING SYSTEMS AND REPORT ANY DISCREPANCIES TO THE ARCHITECT PRIOR TO COMMENCEMENT OF WORK.
3. CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH THE 2012 INTERNATIONAL PLUMBING CODE AND THE 2012 INTERNATIONAL FIRE CODE.
4. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2012 INTERNATIONAL PLUMBING CODE AND THE 2012 INTERNATIONAL FIRE CODE.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITY.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL EXISTING UTILITIES AND STRUCTURES.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL EXISTING UTILITIES AND STRUCTURES.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL EXISTING UTILITIES AND STRUCTURES.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL EXISTING UTILITIES AND STRUCTURES.

PLUMBING LEGEND

—	NEW 1/2" PIPE
—	EXISTING 1/2" PIPE
—	EXISTING 3/4" PIPE
—	EXISTING 1" PIPE
—	EXISTING 1 1/2" PIPE
—	EXISTING 2" PIPE
—	EXISTING 3" PIPE
—	EXISTING 4" PIPE
—	EXISTING 6" PIPE
—	EXISTING 8" PIPE
—	EXISTING 10" PIPE
—	EXISTING 12" PIPE
—	EXISTING 14" PIPE
—	EXISTING 16" PIPE
—	EXISTING 18" PIPE
—	EXISTING 20" PIPE
—	EXISTING 24" PIPE
—	EXISTING 30" PIPE
—	EXISTING 36" PIPE
—	EXISTING 42" PIPE
—	EXISTING 48" PIPE
—	EXISTING 54" PIPE
—	EXISTING 60" PIPE
—	EXISTING 72" PIPE
—	EXISTING 84" PIPE
—	EXISTING 96" PIPE
—	EXISTING 108" PIPE
—	EXISTING 120" PIPE
—	EXISTING 144" PIPE
—	EXISTING 168" PIPE
—	EXISTING 192" PIPE
—	EXISTING 216" PIPE
—	EXISTING 240" PIPE
—	EXISTING 288" PIPE
—	EXISTING 336" PIPE
—	EXISTING 384" PIPE
—	EXISTING 432" PIPE
—	EXISTING 480" PIPE
—	EXISTING 528" PIPE
—	EXISTING 576" PIPE
—	EXISTING 624" PIPE
—	EXISTING 672" PIPE
—	EXISTING 720" PIPE
—	EXISTING 768" PIPE
—	EXISTING 816" PIPE
—	EXISTING 864" PIPE
—	EXISTING 912" PIPE
—	EXISTING 960" PIPE
—	EXISTING 1008" PIPE
—	EXISTING 1056" PIPE
—	EXISTING 1104" PIPE
—	EXISTING 1152" PIPE
—	EXISTING 1200" PIPE
—	EXISTING 1248" PIPE
—	EXISTING 1296" PIPE
—	EXISTING 1344" PIPE
—	EXISTING 1392" PIPE
—	EXISTING 1440" PIPE
—	EXISTING 1488" PIPE
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—	EXISTING 1728" PIPE
—	EXISTING 1776" PIPE
—	EXISTING 1824" PIPE
—	EXISTING 1872" PIPE
—	EXISTING 1920" PIPE
—	EXISTING 1968" PIPE
—	EXISTING 2016" PIPE
—	EXISTING 2064" PIPE
—	EXISTING 2112" PIPE
—	EXISTING 2160" PIPE
—	EXISTING 2208" PIPE
—	EXISTING 2256" PIPE
—	EXISTING 2304" PIPE
—	EXISTING 2352" PIPE
—	EXISTING 2400" PIPE
—	EXISTING 2448" PIPE
—	EXISTING 2496" PIPE
—	EXISTING 2544" PIPE
—	EXISTING 2592" PIPE
—	EXISTING 2640" PIPE
—	EXISTING 2688" PIPE
—	EXISTING 2736" PIPE
—	EXISTING 2784" PIPE
—	EXISTING 2832" PIPE
—	EXISTING 2880" PIPE
—	EXISTING 2928" PIPE
—	EXISTING 2976" PIPE
—	EXISTING 3024" PIPE
—	EXISTING 3072" PIPE
—	EXISTING 3120" PIPE
—	EXISTING 3168" PIPE
—	EXISTING 3216" PIPE
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—	EXISTING 3504" PIPE
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—	EXISTING 4944" PIPE
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—	EXISTING 5136" PIPE
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—	EXISTING 5424" PIPE
—	EXISTING 5472" PIPE
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—	EXISTING 5568" PIPE
—	EXISTING 5616" PIPE
—	EXISTING 5664" PIPE
—	EXISTING 5712" PIPE
—	EXISTING 5760" PIPE
—	EXISTING 5808" PIPE
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Planning & Zoning Division
625 52nd Street - Room 308
Kenosha, WI 53140
262.653.4030

Kenosha City Plan Commission

FACT SHEET

February 20, 2014

Item 2

Request to extend the Conditional Use Permit for a 1,949 s.f. restaurant with a drive-thru to be located at 8040 Sheridan Road. (Taco Bell) (District #12) PUBLIC HEARING

LOCATION/SURROUNDINGS:

Site: 8040 Sheridan Road
Zoned: B-2 Community Business District

NOTIFICATIONS/PROCEDURES:

The alderperson of the district, Alderperson Bostrom, has been notified. The Common Council is the final review authority.

ANALYSIS:

- The applicant received approval from the Common Council on August 19, 2013 for a new restaurant with a drive-thru to be located at 8040 Sheridan Road. The Conditional Use Permit approval allowed the applicant six (6) months to obtain a Building permit, which will expire on February 19, 2014.
- The applicant encountered trouble with closing on the parcel of land and therefore has not been able to obtain a Building permit. Subsequently, a request for a six-month extension of time to obtain the permit has been made.
- Plans were recently submitted to City Staff to address the outstanding Conditions of Approval. Those plans are currently out for review.
- One of the original Conditions of Approval requires the submittal of an Operational Plan which includes hours of operation. That Operational Plan was submitted with this request. The applicant is requesting the hours of operation to be 24 hours a days, 7 days a week. There are no Ordinance restrictions against 24 hour a day operations, but the Review Authority can limit those hours with the Conditional Use Permit if the conditions warrant. *For point of reference, the McDonald's just south of this proposed location, approved in 2006, was approved for and operates 24 hours a day.*

RECOMMENDATION:

Since the request will allow the applicant additional time to obtain a Building permit, a recommendation is made to grant a six-month extension, subject to the attached Conditions of Approval.



Brian R. Wilke, Development Coordinator



Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2014/FEB20/fact-cup-tacobell.odt

Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	<i>Kenosha City Plan Commission Conditions of Approval</i>	Taco Bell 8040 Sheridan Road	February 20, 2014
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1. The following Conditions of Approval will run with the land and shall be included in a document recorded with the Kenosha County Register of Deeds:
 - a. The applicant shall obtain all required construction permits from the Department of Community Development & Inspections. This includes, but is not limited to Raze, Erosion Control, Building, Plumbing, Electrical and Occupancy permits.
 - b. The applicant shall obtain Driveway, Sidewalk, Street Opening and Parking Lot permits from the Department of Public Works.
 - c. All signs shall comply with Chapter 15 of the Code of General Ordinances and the applicant shall obtain sign permits for all new signs. A separate submission and permits are required for all signs. Sign information provided under the Conditional Use Permit is for reference only and does not constitute sign permit approval. This site shall only be permitted a monument sign.
 - d. The development shall be constructed per the approved plans on file with the Department of Community Development & Inspections, Room 308, 625 52nd Street, Kenosha, WI 53140. Any changes to the approved plans shall require an amendment to the Conditional Use Permit. All changes shall be submitted to the Department of Community Development & Inspections for review and approval.
 - e. Prior to the issuance of any Occupancy permits, all parking areas, drives and designated paved areas shall have the initial lift of asphalt installed. The building exterior shall be completed per the approved plans, the exterior lighting shall be installed and the Conditional Use Permit shall be recorded with the Kenosha County Register of Deeds. All improvements indicated on the plans, including landscaping, shall be installed prior to the issuance of a final Occupancy permit. The recording fees for the Conditional Use Permit shall be submitted by the applicant.
 - f. Compliance with City and State and/or Federal Codes and Ordinances. The buildings shall comply with the current Code standards in effect upon application for a building permit.
 - g. All roof top mechanicals shall be properly screened per Section 14.07 B.10 of the Zoning Ordinance.
 - h. All trash containers shall be stored within the enclosure or building. The applicant/owner shall be responsible for waste collection and removal for the development. The City of Kenosha shall not provide waste collection or removal services or incur any cost in this regard.
 - i. The applicant shall meet all applicable Conditions of Approval and obtain a building permit within six (6) months of Common Council approval of the Conditional Use Permit or the Conditional Use Permit shall be null and void.

- j. Outdoor display of products is prohibited.
 - k. All vehicles shall be parked within the designated paved areas.
 - l. All improvements, including landscaping, shall be maintained per the approved plans. Any damaged fencing, landscaping or building shall be replaced or reconstructed per the approved plans.
 - m. A Cross Access Easement shall be provided to adjacent parcels if required at a future date by the City.
 - n. Compliance with the Operational Plan.
 - o. The site is limited to one monument sign.
2. The following conditions of approval shall be satisfied with City Staff prior to the issuance of any construction permits.
- a. The Drainage Plan shall be revised and resubmitted for review and approval addressing comments listed in the Public Works memo dated July 23, 2013.
 - b. The Utility Plan shall be revised and resubmitted for review and approval addressing the comments listed in the Kenosha Water Utility Memo dated July 22, 2013.
 - c. An Exception to the minimum number of off-street parking spaces shall be approved by the Common Council.
 - d. The rear (west) elevation shall be revised to provide the minimum sixty percent (60%) articulation requirement for elevations that abut a public street. Staff suggests the installation of an awning similar to the south elevation.
 - e. Several of the Site Plans and Building Elevation Plans do not match the listed scale on the plan page. The pages may have been reduced during reproduction. Please resubmit all pages at the correct scale.
 - f. A cross access drive shall be provided to the property to the north. The Site Plan shall show a minimum twenty-four (24') foot wide paved driveway installed to the north lot line. The location can be determined by the applicant with approval by the City.
 - g. An Operational Plan shall be provided which indicates hours of operation, number of employees, and anticipated method of trash disposal/removal.



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR
SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS

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

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

TO: Brian Wilke, Development Coordinator

FROM: Michael M. Lemens, P.E.
Director of Public Works

Shelly Billingsley, P.E.
City Engineer

[Handwritten signature of Michael M. Lemens]
[Handwritten signature of Shelly Billingsley]
7-26-13

DATE: July 23, 2013
SUBJECT: PLAN REVIEW COMMENTS
Project Description: Taco Bell
Location: 8040 Sheridan Road

Our staff has reviewed the plans for this project. The following comments are provided:

Parking Lot Ordinance Compliance	Sufficient	Deficient	Not Applicable
Parking Lot Paved	X		
Standard Stall Width	X		
Parking Lot Layout	X		
Parking Lot Lighting Shown	X		
Parking Lot Lighting Adequate	X		
Handicapped Parking	X		
Driveway Locations	X		
Driveway Width	X		
Passing Blister or Accel/Decel Lanes			X
Sidewalks Adequate	X		
Drive Thru Lane Design	X		

Public Streets	Sufficient	Deficient	Not Applicable
Geometric Design			X
Pavement Width			X
Pavement Thickness Design			X
Established Grades			X
Plan Details			X
Sidewalks			X
Street Lights			X

Site Grading/Drainage	Sufficient	Deficient	Not Applicable
Drainage Plan		X	
Storm Sewer	X		
Storm Water Detention			X
Drainage Calculations	X		

Project Approval/Permits Needed	Yes	No	Not Applicable
Project Approved for Permitting		X	
Withhold Permits: See Comments	X		
Approve Footing/ Foundation Only (per condition)			X
Parking Lot Permit Required	X		
Driveway Permits Required	X		
Sidewalk Permit Required	X		
Street Opening Permit Required	X		
Stormwater Permit Required			
Erosion Control Required	X		
State Permit Required	X		

Grading & Drainage Comments:

- Note that the erosion control review is separate from the CUP review and the erosion control plan will be reviewed when the erosion control permit is applied for.
- Plans must be stamped by a professional engineer registered in Wisconsin.
- Put the datum of all benchmarks on the plans.
- Show additional spot elevations at the curb so that an elevation is shown a minimum of every 50' along curb lines and include grades around the bump out on the north side of the parking lot.
- Show additional spot grades and arrows to show how the grassy area on the west side of the site drains.

6. From inlet #12 the asphalt pavement slopes up at 0.72% to the high point and then down at 0.56% to the low point at inlet #11. The City recommends a minimum of 1% slope on asphalt pavement. It is suggested that inlet #11 be moved west and inlet #12 be moved to the east to achieve a 1% slope on the asphalt pavement.
7. The City suggests allowing no more than 6 inches of ponding before water will overtop a high point in the pavement to prevent damage to vehicles. The rim elevation of inlet #11 is currently 0.84' below the back of sidewalk along Sheridan Road.
8. Specify the proposed diameter of manhole #10 (detail sheet says "see plans" but plans do not specify)

Traffic Comments:

9. Install STOP signs at all exit driveways.
10. Repair all damaged sidewalk.
11. All sidewalks abutting the driveway shall be 8-inch in depth.
12. Driveway approach shall be 8-inch in depth.
13. All driveways shall be standard approach with flares.
14. Remove existing southerly driveway approach on 14th Avenue.
15. Remove asphaltic pavement in the parkway abutting 14th Avenue and replace with sod.

cc: Jeff Hansen
Clement Abongwa
Kile Kuhlmeier
Gerard Koehler

Engineering Services
4401 Green Bay Road
Kenosha WI 53144

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



"Providing and Protecting Kenosha's Greatest Natural Resource"

MEMO

To: Brian Wilke, Development Coordinator

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

Date: July 22, 2013

Subject: Taco Bell

Location: 8040 Sheridan Road

The Kenosha Water Utility (KWU) has reviewed the submittal for the above referenced project. Further information from the Developer is required before the Utility can complete this review. Please withhold all permits until the following information is submitted.

1. The Demolition Plan (Sheet C-1.0) shall include a note to cut and cap the existing sanitary sewer lateral along the west property line. The plan shall also include a note to cut or peen off the water service being abandoned along the east property line.
2. Show the water meter size and location, including a detail or diagram. The water meter shall have unobstructed access, twelve inches (12") from the inside wall, twelve to twenty-four inches (12"-24") above the floor. The meter shall have a gate valve on the inlet and outlet pipe.
3. All water meters one and one half inches (1-1/2") or greater shall have a bypass with a two way ball valve with locking handle as manufactured by RuB, or approved equal.
4. I spoke with Rich Burke from L+A Architects on July 15, 2013 and he indicated that the restaurant will require a one and one half inch (1-1/2") service. It is the recommendation of KWU that this service be tapped off of the main in 14th Avenue instead of Sheridan Road. The fee for this tap will be \$550 and a sewer connection fee of \$13,126 will also be required.
5. Water service material (main to curb stop) shall be type K copper for all services two inches (2") and smaller.
6. Notes 3 and 5 on the Utility Plan (Sheet C-3.0) make reference to the Village of Pewaukee. These references shall be replaced with "Kenosha Water Utility".
7. The first part of Note 9 on the Utility Plan makes reference to a 4" polyvinyl chloride water service but the plans show a 3/4" service. As mentioned earlier, the architect noted that a one and one half inch (1-1/2") service will be required and the plan shall

be updated to reflect this change. Also, the reference to the Village of Pewaukee in this note shall be replaced with "Kenosha Water Utility".

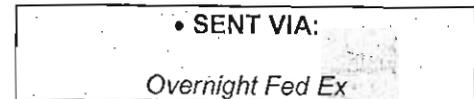
8. The third part of Note 9 on the Utility Plan shall be changed to read as follows:
Water services shall have a blue 12 gauge locator wire installed along the entire length. Locator wire shall be brought to the surface in the curb box and at the edge of the building and enclosed in a curb box with "water" on the cover.
9. Add the following note to the Utility Plan:
All water connections to existing water mains shall be completed by KWU, with excavation and backfill by the developer. Developer shall provide 72 hours notice to KWU when connection is to be made.
10. Label invert elevations on all water service stubs and fittings and provide pipe slopes for water service lines.
11. Label invert elevations on all sanitary sewer service stubs and fittings and provide pipe slopes for sanitary sewer service lines.
12. Install a sanitary sewer manhole along the new sanitary sewer service within five feet (5') of the property line. This manhole shall serve as the sampling manhole for the development and the developer shall provide KWU with written authorization to access the structure
13. "Internal / External" manhole seals as manufactured by Adaptor, Inc. shall be provided for each private sanitary sewer manhole installed. A detail for the seal can be found at <http://www.adaptorinc.com/pdf/inexspec.pdf>.
14. The KWU water main and sanitary sewer detail sheets shall be included on a separate sheet and shall not be placed within the designer's title block or include utility plan notes specific to this project. These detail sheets can be found on the KWU website (<http://www.kenoshawater.org/engineering.html>).

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



L+A ARCHITECTS, INC.

2430 ROCHESTER COURT, SUITE 200
TROY, MICHIGAN 48083
TELEPHONE: 248.524.4700
FACSIMILE: 248.524.9746
WEB: www.laarchitectsinc.com



February 5, 2014

Brian Wilke
Development Coordinator
City of Kenosha
Department of Community Development & Inspections
625 52nd Street
Kenosha, WI 53140

**RE: Proposed Taco Bell @
8040 Sheridan Road
Kenosha, WI
L+A Job No. 13021
Conditional Use Permit**

We are herein requesting a 6 month extension of our Conditional Use Permit for the above subject project. We are requesting the extension because the real estate deal has not been finalized.

We are also enclosing 3 copies of the revised plans (Sheets ACO.1, C-2.0, C-3.0, A4.0, & A4.1) addressing Conditions 2.a. thru 2.g. Also enclosed is a check for \$125.00 for the Conditional Use Review Fee.

The following is a brief description of the revisions per item:

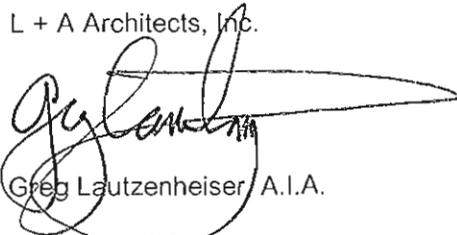
- 2.a. The Drainage Plan has been revised to address the comments listed in the Public Works memo dated July 23, 2013.
- 2.b. The Utility Plan has been revised to address the comments listed in the Kenosha Water Utility memo dated July 22, 2013.
- 2.c. The exception to the minimum number of parking spaces has been approved by the Common Council.
- 2.d. The Rear (West) Elevation has been revised (an awning has been added) to provide the minimum sixty percent (60%) articulation requirement for elevations that abut a public street.
- 2.e. The Site Plan and Building Elevation plans have been revised to indicate the correct drawing scale.
- 2.f. Taco Bell agrees to provide a paved 24'-0" wide cross access drive to the property to the North at a location determined by Taco Bell with approval by the City at a time when the adjacent property is developed.

March 3, 2014 Pg. 247

2.g. The Operational Plan for the above restaurant is as follows:

- Number of employees: 4 Full Time and 30 to 40 Part Time. Maximum number of employees per shift : 7.
- The trash disposal/removal is performed by an independent contractor on a weekly basis & more often if required.
- Taco Bell is requesting that their hours of operation are 24 Hours/Day.

Sincerely,
L + A Architects, Inc.



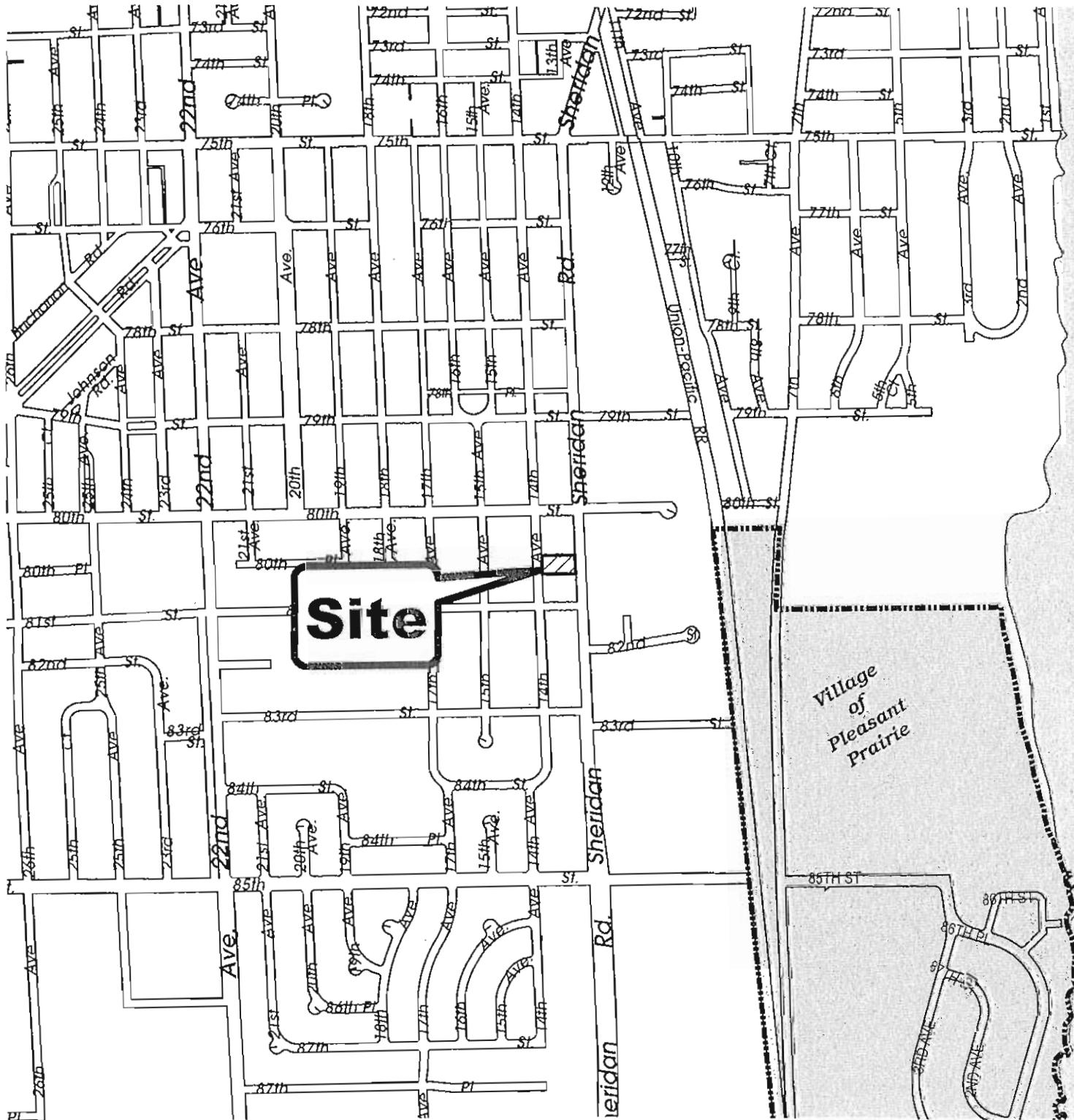
Greg Lautzenheiser A.I.A.

DISTRIBUTION:

Steve Pulcheon, Taco Bell .
Greg Eickholt, Taco Bell
Rich Burke, L+A Architects

City of Kenosha

Vicinity Map
Taco Bell CUP



Site

Village of Pleasant Prairie



Municipal Boundary

0 200 400 600 800 1,000 Feet
March 3, 2014 Pg. 249

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

MAILING INFORMATION

NAME OF PROJECT: TACO BELL

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

<input checked="" type="radio"/>	Name and Address of Applicant (Please print): <u>GREG LAUTZENHEISER</u> <u>L+A ARCHITECTS</u> <u>2430 ROCHESTER COURT</u> <u>TROY, MI. 48063</u>	Phone: <u>(248) 524-4700</u> Fax: <u>(248) 524-9746</u> E-Mail: <u>GLAUTZENHEISER@</u> <u>LAARCHITECTSINC.COM</u>
<input type="radio"/>	Name and Address of Architect/Engineer (Please print): _____ _____ _____	Phone: _____ Fax: _____ E-Mail: _____
<input type="radio"/>	Name and Address of Property Owner (if other than applicant)(Please print): _____ _____ _____	Phone: _____ Fax: _____ E-Mail: _____

PROJECT LOCATION

Location of Development (street address and / or parcel number): 8040 SHERIDAN ROAD

TYPE OF LAND DEVELOPMENT

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

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

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

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

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

Phone: 262.653.4030
 Fax: 262.653.4045

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

**SECTION 4
CONDITIONAL USE PERMIT**

Additional Information Required:	Building or Addition Square Footage: <u>1949 SQ. FT.</u> Existing Building Size: <u>N/A</u> Site Size: <u>31,171 SQ. FT.</u> Current # of Employees: <u>N/A</u> Anticipated # of New Employees: <u>4 FULL TIME</u> & Anticipated Value of Improvements: <u>APPROX. \$1,025,000</u> <u>30 → 40 PART TIME</u>																						
Submittal Requirements:	<ul style="list-style-type: none"> ➤ Ten (10) full size scaled copies of Specified Plans indicated below drawn at a standard engineering scale ➤ Developer Site Plan/Conditional Use Permit Checklist (Appendix A) 																						
If Item to be Reviewed by Plan Commission/Common Council must Submit:	<ul style="list-style-type: none"> ➤ One (1) 8 1/2" x 11" reduction <i>or</i> forty (40) 11" x 17" reductions of the Site/Landscape Plan, Floor Plan and Colored Building Elevations (all sides) ➤ Sample Board containing colored samples of all exterior building materials 																						
Fees:	<table border="1"> <thead> <tr> <th></th> <th>Building or Addition Size</th> <th>Site size</th> <th>Review Fee</th> </tr> </thead> <tbody> <tr> <td>Level 1</td> <td>< = 10,000 sq. ft.</td> <td>< = 1 acre</td> <td>\$900 = City Plan Dept. <i>or</i> \$1,025 = CPC/CC</td> </tr> <tr> <td>Level 2</td> <td>10,001 - 50,000 sq. ft.</td> <td>1.01 - 10 acres</td> <td>\$1,175 = City Plan Dept. <i>or</i> \$1,300 = CPC/CC</td> </tr> <tr> <td>Level 3</td> <td>50,001 - 100,000 sq. ft.</td> <td>10.01 - 25 acres</td> <td>\$1,600 = City Plan Dept. <i>or</i> \$1,725 = CPC/CC</td> </tr> <tr> <td>Level 4</td> <td>> 100,001 sq. ft.</td> <td>> 25.01 acres</td> <td>\$2,000 = City Plan Dept. <i>or</i> \$2,125 = CPC/CC</td> </tr> </tbody> </table>		Building or Addition Size	Site size	Review Fee	Level 1	< = 10,000 sq. ft.	< = 1 acre	\$900 = City Plan Dept. <i>or</i> \$1,025 = CPC/CC	Level 2	10,001 - 50,000 sq. ft.	1.01 - 10 acres	\$1,175 = City Plan Dept. <i>or</i> \$1,300 = CPC/CC	Level 3	50,001 - 100,000 sq. ft.	10.01 - 25 acres	\$1,600 = City Plan Dept. <i>or</i> \$1,725 = CPC/CC	Level 4	> 100,001 sq. ft.	> 25.01 acres	\$2,000 = City Plan Dept. <i>or</i> \$2,125 = CPC/CC	<ul style="list-style-type: none"> ➤ If building size or addition and gross acreage of the site determine two (2) different fees, the greater of the two fees will be assessed. ➤ Application fee entitles applicant to an initial review and one re-submittal. ➤ Re-submittal fee = \$425 per re-submittal after two (2) permitted reviews. ➤ CUP Amendment = 50% of the applicable fee as determined above. 	
	Building or Addition Size	Site size	Review Fee																				
Level 1	< = 10,000 sq. ft.	< = 1 acre	\$900 = City Plan Dept. <i>or</i> \$1,025 = CPC/CC																				
Level 2	10,001 - 50,000 sq. ft.	1.01 - 10 acres	\$1,175 = City Plan Dept. <i>or</i> \$1,300 = CPC/CC																				
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Level 4	> 100,001 sq. ft.	> 25.01 acres	\$2,000 = City Plan Dept. <i>or</i> \$2,125 = CPC/CC																				
Appendices to Review:	<ul style="list-style-type: none"> ➤ All 																						
Approximate Review Time:	<ul style="list-style-type: none"> ➤ 30 days for Staff Review ➤ 45-60 days for City Plan Commission/Common Council Review 																						
<p>The conditional use permit plans, <i>prepared to a standard engineering scale</i>, shall be submitted with this application & shall include the following information:</p>																							
Building Plan:	<ul style="list-style-type: none"> ➤ Layout of building(s) including size and layout of rooms ➤ Design and architecture ➤ Plans and details on fire suppression and/or standpipe ➤ Plans and details on fire detection, fire alarm and other safety devices 																						
Site Plan (based on a plat of survey)	<ul style="list-style-type: none"> ➤ Legal description of property ➤ Location and footprint of building(s) and structure(s) ➤ Locations of existing and proposed streets, drives, alleys, easements, rights-of-way, parking as required, vehicular and pedestrian access points, and sidewalks ➤ Outline of any development stages ➤ Location and details on any required emergency access roads ➤ A calculation of square footage devoted to building, paving and sidewalks, and landscaped/open space 																						
Drainage Plan	<ul style="list-style-type: none"> ➤ Existing topography, including spot elevations of existing buildings, structures, high points, and wet areas, with any previous fixed elevations ➤ Floodplain boundaries, if applicable ➤ Soil characteristics, where applicable ➤ Proposed topography of the site denoting elevations and natural drainage after construction and any proposed stormwater retention areas 																						



L + A
ARCHITECTS
INC. A.I.A.
 205 SPOCKLEBERRY COURT
 SUITE 200
 TROY, MICHIGAN 48063
 PHONE: (313) 486-0463 FAX: (313) 486-0464
 PROJECT NO. T13021

TACO BELL
 8040 SHERIDAN RD.
 KENOSHA, WI
 PREPARED BY: JOHN BUZARE
 ACCUSERV LIGHTING & EQUIPMENT
 877-707-7378
 502-961-0357 FAX
 jbu@accu-serv.com
 JUNE 28, 2013

ITEM	QTY	UNIT	PRICE	TOTAL
1.0000	1.00	HR	100.00	100.00
2.0000	2.00	HR	150.00	300.00
3.0000	3.00	HR	200.00	600.00
4.0000	4.00	HR	250.00	1000.00
5.0000	5.00	HR	300.00	1500.00
6.0000	6.00	HR	350.00	2100.00
7.0000	7.00	HR	400.00	2800.00
8.0000	8.00	HR	450.00	3600.00
9.0000	9.00	HR	500.00	4500.00
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22.0000	22.00	HR	1150.00	25300.00
23.0000	23.00	HR	1200.00	27600.00
24.0000	24.00	HR	1250.00	30000.00
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26.0000	26.00	HR	1350.00	35100.00
27.0000	27.00	HR	1400.00	37800.00
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39.0000	39.00	HR	2000.00	78000.00
40.0000	40.00	HR	2050.00	82000.00
41.0000	41.00	HR	2100.00	86100.00
42.0000	42.00	HR	2150.00	90300.00
43.0000	43.00	HR	2200.00	94600.00
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45.0000	45.00	HR	2300.00	103500.00
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51.0000	51.00	HR	2600.00	132600.00
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63.0000	63.00	HR	3200.00	201600.00
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100.0000	100.00	HR	5050.00	505000.00

BASE UNIT PRICE IS BASED ON 2013 COSTS. MATERIALS, LABOR AND SUBCONTRACTOR PRICES.

ITEM	QTY	UNIT	PRICE	TOTAL
1.0000	1.00	HR	100.00	100.00
2.0000	2.00	HR	150.00	300.00
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53.0000	53.00	HR	2700.00	143100.00
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81.0000	81.00	HR	4100.00	332100.00
82				



L + A
ARCHITECTS
INC. A.I.A.
 2430 ROCHESTER COURT
 SUITE 300
 TROY, MICHIGAN 48063
 PHONE (313) 486-1100 FAX (313) 486-1101
 PROJECT NO. T13021

LISTED BENCHMARK
 ELEVATIONS ON
 ARCHITECTURAL
 SHEETS (0' TO 100')

DATE: 7-8-2012
 ISSUE: 21 (PLAN APPROVAL)

DATE	ISSUE
7-8-2012	21 (PLAN APPROVAL)

CONTRACT DATE: 4/10/2012
 ARCHITECT: AECO 2012
 PLAN PERSON: BSC D.A.
 SHEET NUMBER: 3002B
 SHEET NUMBER:



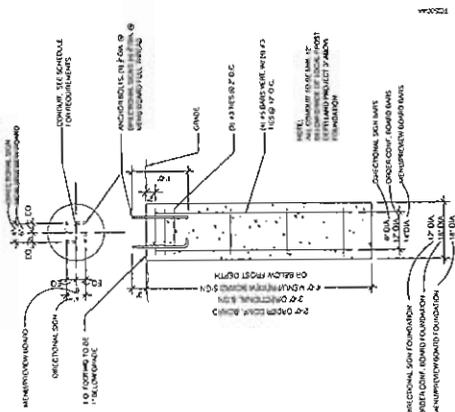
TACO BELL
 6000 Southfield Road
 Farmington Hills, MI

MEDIUM/40-NI
 SITE
 DETAILS

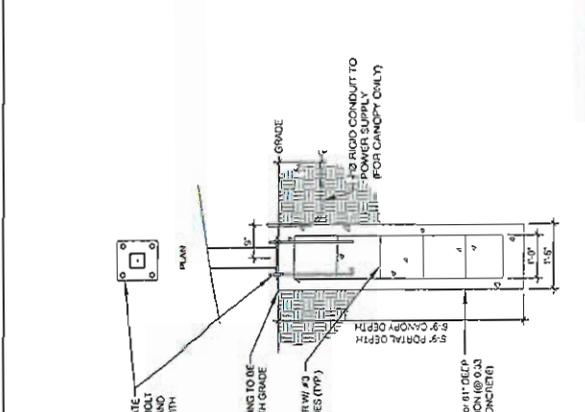
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PROJECT DATE: 7-2-12

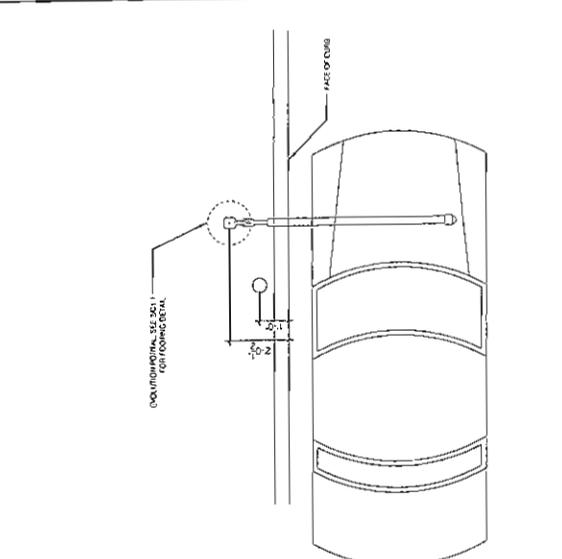
CONDUIT SCHEDULE			
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1/2" DIA. RIGID PVC	0	0	0
3/4" DIA. RIGID PVC	0	0	0
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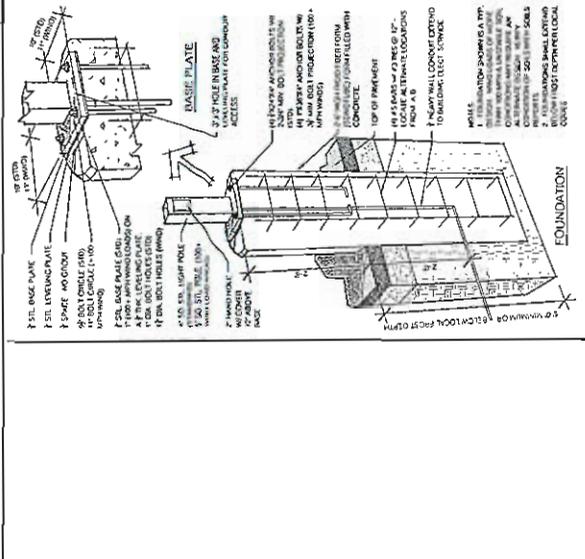
MENU BOARD FOOTING 1/4" SCALE 1



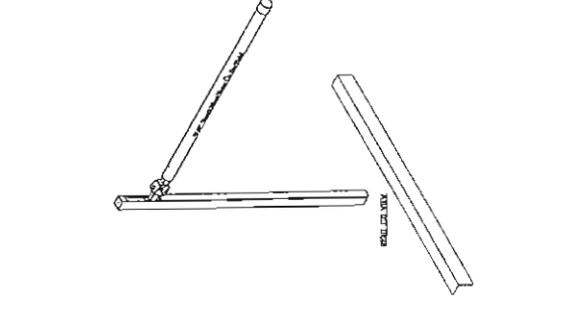
EVOLUTION FOOTINGS 1/4" SCALE 2



PORTAL PLACEMENT DETAIL 3/4" SCALE 3



NOTE USED 16



NOT USED 20



L + A
ARCHITECTS
INC. A.I.A.
 2400 ROOSTER COURT
 SUITE 200
 TROY, MICHIGAN 48063
 PHONE: 313.487.1100
 FAX: 313.487.1101
 WWW.LAARCHITECTS.COM

PROJECT NO. T3321
JSD Professional Architects, Inc.
 10000 WOODLAND DRIVE
 SUITE 100
 TROY, MICHIGAN 48063
 PHONE: 313.487.1100
 FAX: 313.487.1101
 WWW.JSDARCHITECTS.COM
 250 PROJECT NO. T3321

LISTED BENCHMARK
 ELEVATIONS ON
 ARCHITECTURAL
 SHEETS: 100'-0" (LISTED)
 = 81'-4.5" (ACTUAL)

DATE	ISSUE
12/20/13	SITE PLAN APPROVAL
CONTRACT DATE: MED-39-40	
BUILDING TYPE: REC 17A	
PLAN VERSION: 30702	
SITE NUMBER: 30702	
TACO BELL	

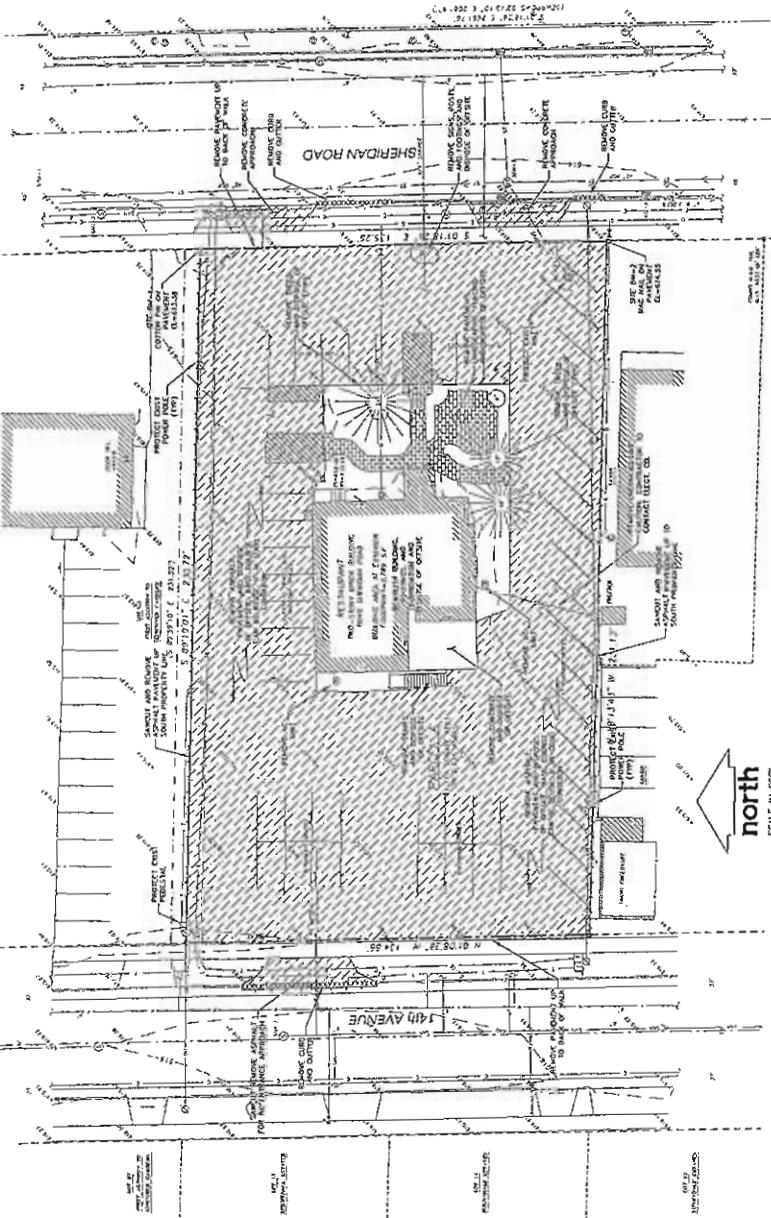
10000 WOODLAND DRIVE
 TROY, MI 48063



SITE DEMOLITION
PLAN

C-1.0
 PLOT DATE: 12.2.13

- GENERAL NOTES**
1. REFER TO SHEET C-1.0 FOR COMPLETE SITE DEMOLITION NOTES.
 2. NOTES TO MATCH AND TO BE SHOWN FOR EXISTING CONDITIONS.
 3. ALL DEMOLITION SHALL BE ACCORDING TO THE CITY OF TROY DEMOLITION ORDINANCE AND ALL APPLICABLE STATE AND FEDERAL REGULATIONS.
 4. CONTRACTOR SHALL PROTECT CITY SIGNALS AND SIGNALS IN WORK OF DEMOLITION.
 5. ALL DEMOLITION SHALL BE ACCORDING TO THE CITY OF TROY DEMOLITION ORDINANCE AND ALL APPLICABLE STATE AND FEDERAL REGULATIONS.
 6. CONTRACTOR IS RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM THE CITY OF TROY AND ALL APPLICABLE STATE AND FEDERAL REGULATIONS.

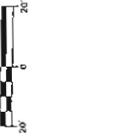


DEMOLITION NOTES

C-1.0	EXISTING BUILDING
C-1.1	DEMOLITION
C-1.2	DEMOLITION
C-1.3	DEMOLITION
C-1.4	DEMOLITION
C-1.5	DEMOLITION
C-1.6	DEMOLITION
C-1.7	DEMOLITION
C-1.8	DEMOLITION
C-1.9	DEMOLITION
C-1.10	DEMOLITION
C-1.11	DEMOLITION
C-1.12	DEMOLITION
C-1.13	DEMOLITION
C-1.14	DEMOLITION
C-1.15	DEMOLITION
C-1.16	DEMOLITION
C-1.17	DEMOLITION
C-1.18	DEMOLITION
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DEMOLITION DIMENSIONS

FOOTPRINT	29,300 SF
PERIMETER	2,100 SF
FOUNDATION	12,370 SF
ROOFING	14,300 SF
MECHANICAL	1,000 SF
ELECTRICAL	1,000 SF
PLUMBING	1,000 SF
PAINT	1,000 SF
GLASS	1,000 SF
ASBESTOS	1,000 SF
LEAD	1,000 SF
HAZARDOUS WASTE	1,000 SF
DEMOLITION	1,000 SF
TOTAL	53,000 SF



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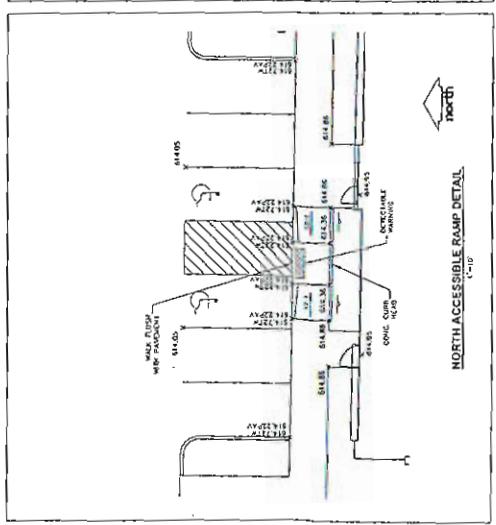
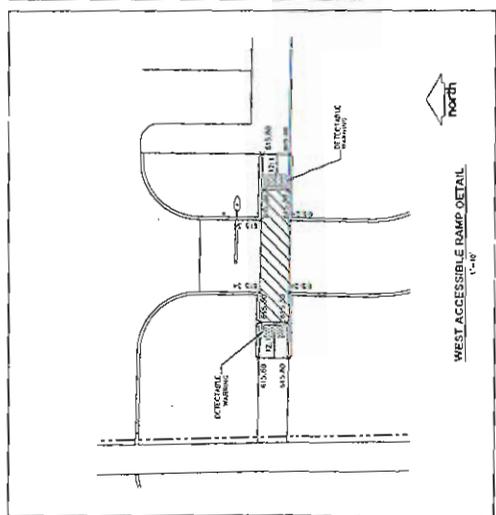
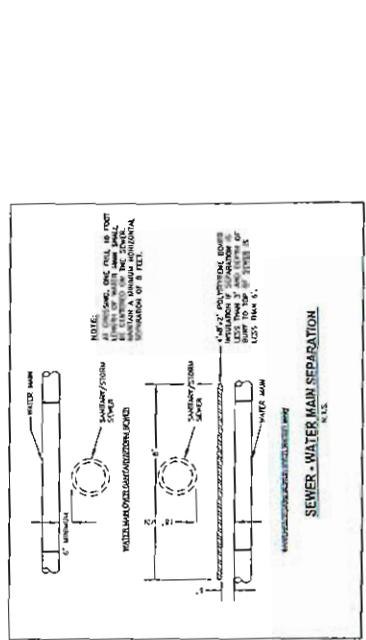
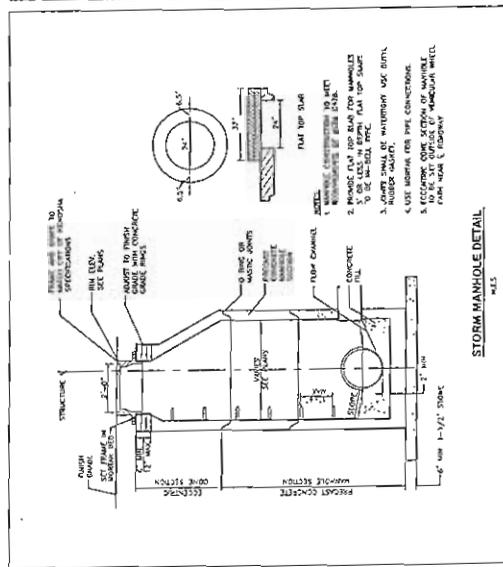
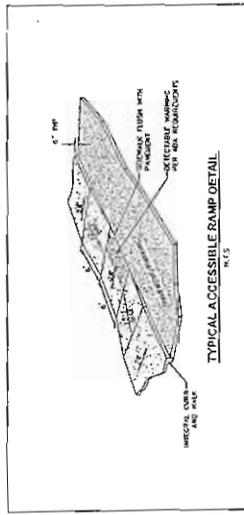
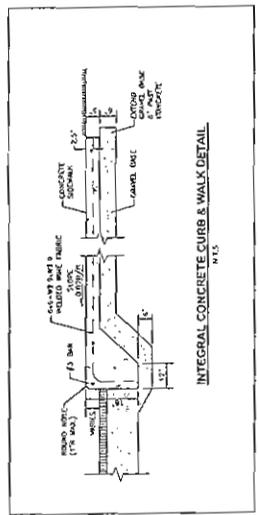
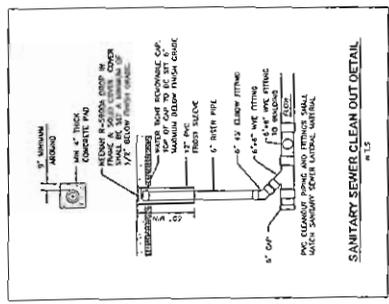
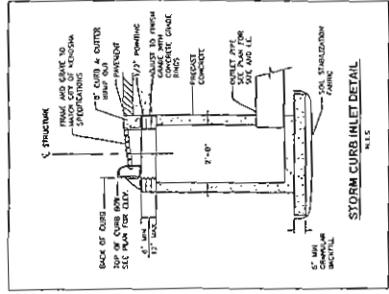
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 CALL IT OR (800) 368-6811
 11000 WOODLAND DRIVE
 TROY, MI 48063
 WWW.DIGGERSHOTLINE.COM



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ARCHITECTS
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 SUITE 200
 TROY, MICHIGAN 48063
 PHONE: (313) 381-3330 FAX: (313) 381-3330
 PROJECT NO. T30021

JSD Professional Services, Inc.
 17000 E. Grand Avenue, Suite 200
 Aurora, CO 80012
 PHONE: (303) 751-1100 FAX: (303) 751-1100
 PROJECT NO. T30021

7/8/2010 SITE PLAN APPROVAL



DATE	ISSUE
7/8/2010	SITE PLAN APPROVAL

TACO BELL
 MEDIUM40-NI
 SITE DETAILS AND NOTES
 C-5.1
 7.3.10
 PLOT NAME

