

**AGENDA**  
**KENOSHA COMMON COUNCIL**  
**KENOSHA, WISCONSIN**  
**Council Chambers – Room 200 – Kenosha Municipal Building**  
**Monday, March 4, 2013**  
**7:00 P.M.**

**CALL TO ORDER**  
**ROLL CALL**  
**INVOCATION**  
**PLEDGE OF ALLEGIANCE**

Approval of the minutes of the meeting held February 18, 2013.  
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. By Alderperson Jesse Downing – Resolution to Place a Portion of Class “A” and “Class A” License Fees Collected Into a Segregated Account To Be Used For Police Enforcement of Alcohol Beverage Laws (Also referred to Licensing/Permit Committee)
- A.2. By the Mayor – Resolution to Rescind Resolution 140-08 Regarding the Creation of the Technology Committee (Also referred to Public Safety & Welfare, Public Works and Licensing/Permit Committee)

TO THE PUBLIC WORKS COMMITTEE

- A.3. Review the location of a sculpture to be located at 812 56th Street. (Visitor's Bureau) (District #2) (Also referred to City Plan Commission)

TO THE PUBLIC SAFETY AND WELFARE COMMITTEE

TO THE CITY PLAN COMMISSION

- A.4. Conditional Use Permit for a 5,177 s.f. restaurant with drive-thru to be located at 12214 75th Street. (McDonald's) (District #16)
- A.5. Conditional Use Permit for a 64,960 s.f. waste transportation facility to be located at 4909 70th Avenue. (EMCO Waste Services) (District #16)
- A.6. Conditional Use Permit for a 61,082 s.f. medical building to be located east of 118th Avenue at 68th Street. (Aurora Cancer Center) (District #16)

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

- B.1. Approval of the following applications per list on file in the Office of the City Clerk:
  - a. \_\_\_\_\_ Operator's (Bartenders) license(s).
  - b. \_\_\_\_\_ Transfer of Agent Status of Beer and/or Liquor license(s).
  - c. \_\_\_\_\_ Special Class “B” Beer and/or Special “Class B” Wine license(s).
  - d. \_\_\_\_\_ Taxi Driver License(s).
- B.2. Special Exception Request to the off-street parking requirement of Section 6.01 F.14 of the Zoning Ordinance for property at 7817 Sheridan Road. (Simmons Field - Northwoods League) (District #12) (Deferred and public hearing held on 2/4/13) Pgs. 1-7

- B.3. Amendment to the 2013 HOME Program Description. (HOME Program Commission & Fin. - Recommendations pending) Pgs. 8-24

**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 the following applications for new Operator's (Bartender) licenses subject to:  
- 20 demerit points:  
a. Ian Chapman  
- 40 demerit points:  
b. Macara Todd  
(Ayes 4: Noes 0) **HEARING** Pgs. 25-26
- C.2. Approve the application of Michael Werwie for a new Taxi Driver's License, subject to 90 demerit points. (Ayes 4: Noes 0) **HEARING** Pgs. 27-29
- C.3. Approve the application of John Tyler for a new Taxi Driver's License, subject to 90 demerit points. (Ayes 4: Noes 0) **HEARING** Pgs. 30-47
- C.4. Approve the application of Culinary Infusion, Kathleen Meyer, Agent, for a Class "B" Beer/"Class B" Liquor License located at 4902 - 7th Avenue, (Culinary Infusion), with acceptance of a conditional surrender of a similar license at the same location from L & M Meats, Inc., with no adverse recommendations. (2nd District) (Ayes 4: Noes 0) **HEARING** Pgs. 48-53
- C.5. Approve the application of Culinary Infusion, Kathleen Meyer, Agent, for a Yearly Cabaret License License located at 4902 - 7th Avenue, (Culinary Infusion), with no adverse recommendations. (2nd District) (Ayes 4: Noes 0) **HEARING** Pgs. 54-55
- C.6. Deny the Application of Paramvir, Inc., Jagdeep Kaur, Agent, for a "Class A" Liquor License located at 4433 22nd Avenue, (Grace Citgo), based on Material Police Evidence and Public Safety. (6th District) (Ayes 5: Noes 0) (Deferred on 02/04/13) **HEARING** Pgs. 56-121

**D. ORDINANCES 1<sup>st</sup> READING**

- D.1. By Alderperson Jesse Downing – To Repeal and Recreate Subsection 10.05 C.; to Create Subsection 10.05 I.3.; and to Repeal and Recreate Subsection 10.077 (of the Code of General Ordinances for the City of Kenosha) Regarding Alcohol Beverages. (L/P Ayes 4: Noes 0) Pgs. 122-123

- D.2. By the Mayor - to Repeal Subparagraph 1.03 A.27 (of the Code of General Ordinances) Regarding the Legislative Report as an Item for the Common Council Agenda and to Renumber the Subsequent Subparagraphs; to Repeal and Recreate the Second Paragraph of Section 1.056 (of the Code of General Ordinances) which is Entitled "Eligibility for Appointment to City Boards, Commissions, Authorities and Committees"; and to Repeal Section 1.06 P. (of the Code of General Ordinances) Entitled "Legislative Commission". (L/P Ayes 4: Noes 0) (Fin., PW & PSW - Recommendations pending) Pg. 124

### **E. ZONING ORDINANCES 1<sup>st</sup> READING**

- E.1. By Alderperson Jan Michalski; Co-Sponsors: Alderperson Curt Wilson, Alderperson Scott N. Gordon, Alderperson Patrick Juliana, Alderperson Chris Schwartz - To Repeal and Recreate Subparagraph 4.06 B.23.b.(2) of the Zoning Code for the City of Kenosha regarding Location of Convenient Cash Business(es) in the B-2 District. (CP - Ayes 6; Noes 0) Pgs. 125-127
- E.2. By Alderperson Chris Schwartz - To Create Sections 3.15 C.18 and C.19, to Amend Table 4.01 Group 2 "Business Conditional Uses" and to Create Sections 4.06 B.24 and B.25 of the Zoning Ordinance to Include Body-Piercing and Tattoo Establishments. (CP - Ayes 6; Noes 0) (PS&W - Ayes 4; Noes 0) Pgs. 128-132
- E.3. By the Mayor - To Amend Subparagraph 14.08 H.1. and Create Subparagraph 14.08 H.1.a. of the Zoning Ordinance regarding interior parkway landscaping. (CP - Ayes 6; Noes 0) Pgs. 133-135
- E.4. By the Mayor - To Amend Subparagraph 3.14 A.5.g-1; To Create Subsection 3.14 C.25; To Modify Table 4.01 Group 2; and To Create Subsection 4.06 B.24 of the Zoning Ordinance for the City of Kenosha, Wisconsin regarding Indoor Kennels. (CP - Ayes 6; Noes 0) Pgs. 136-140

### **F. ORDINANCES 2<sup>nd</sup> READING**

- F.1. By Alderperson David F. Bogdala - To Amend, Repeal, Recreate, Renumber and Create Various Subsections of 14.001 Definitions; 14.01 Dogs and Cats; 14.055 Cruelty to Animals; 14.07 Rabies Control; and 14.08 Penalties (of the Code of General Ordinances for the City of Kenosha). (PSW-Approve as amended - Ayes 4; Noes 0) (Fin. - Ayes 5; Noes 0) **PUBLIC HEARING** Pgs. 141-149
- F.2. By the Mayor - To Renumber, Create, Repeal and Recreate Subsection 2.10 (of the Code of General Ordinances for the City of Kenosha) Entitled "Special Assessments". (PW- Ayes 5; Noes 0) **PUBLIC HEARING** Pgs. 150-152

- F.3. By the Mayor – To Create Subparagraph 8.06 C.4.c (of the Code of General Ordinances for the City of Kenosha) entitled “GFP-General Floodway”. (SWU- Ayes 5; Noes 0) **PUBLIC HEARING** Pgs. 154-155

## **G. ZONING ORDINANCES 2nd READING**

### **H. RESOLUTIONS**

- H.1. By the Finance Committee – to Correct Resolution 9-13 for Hazardous Sidewalks and/or Driveway Approaches (Project 11-1208 Sidewalk & Curb/Gutter Program). (PW & Fin. - Recommendations pending) Pg. 156
- H.2. By the Finance Committee – to Rescind One (1) Special Assessment Levied by Resolution No. 16-13 (Trash & Debris Removal) against Parcel #09-222-36-410-003 (2223-54<sup>th</sup> Street, Kenosha, Wisconsin) in the Amount of \$250.00. (Fin. - Recommendation pending) **HEARING** Pgs. 157-174
- H.3. By the Public Works Committee – Intent to Assess for Project 13-1208 Sidewalk & Curb/Gutter Program (Citywide Locations) for Hazardous Sidewalk and/or Driveway Approach Repair Only. (All Districts) (PW - Recommendation – pending) Pgs. 175-176
- H.4. By the Mayor - Petition to Vacate a portion of an alley located between 21st and 22nd Avenue from 65th to 67th Street. (Sorenson/Mathewson) (District #8) (CP - Ayes 7; Noes 0; Abstain 1) (PW - Ayes 6; Noes 0) **PUBLIC HEARING** Pgs. 177-195
- H.5. By the Mayor - Resolution to Approve a Two-Lot Certified Survey Map for property at 2216 Roosevelt Road. (Kassel) (District #3) (CP - Ayes 6; Noes 0) (PW - Recommendation pending) Pgs. 196-203
- H.6. By the Mayor - To Modify the Table of Organization for the Kenosha Fire Department and to Modify the Compensation Plan for Non-represented Managerial, Supervisory and Professional Employees. (PSW-Ayes 4; Noes 0) (Fin. - Recommendation pending) Pgs. 204-208
- H.7. By the Mayor - To Amend the Table of Organization for the Kenosha Police Department (PSW-Ayes 4; Noes 0) (Fin. - Recommendation pending) Pgs. 209-210
- H.8. By the Mayor – To Modify the Compensation Plan for Non-Represented Limited Term, Seasonal, Temporary and Part Time Employees and to Modify the Compensation Plan for Part Time Represented AFSCME Employees. (Fin. - Recommendation pending) Pgs. 211-212

- H.9. By the Mayor - Transfer of 2013 Funds From Fire Department Operations to Fund 2% Increase for Non-Represented Limited Term, Seasonal, Temporary and Part Time Employees and to Transfer the Balance to the Contingency Reserve. (Fin. - Recommendation pending) Pg. 213

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

**J. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS**

**K. OTHER CONTRACTS AND AGREEMENTS**

- K.1. Approval of the Fireworks Display Agreement By and Between the City (of Kenosha through its Department of Public Works) and MIAND, Inc. (dba/ Mad Bomber Fireworks Productions). (Parks-Ayes 4:Noes 0) Pgs. 214-225
- K.2. Proposed Extension of the Intergovernmental Agreement executed by the Menominee Indian Tribe of Wisconsin, the Menominee Kenosha Gaming Authority, City of Kenosha and the County of Kenosha. (Fin. - Recommendation pending) Pgs. 226-229
- K.3. Agreement by and between the City of Kenosha ("City"), Kenosha Area Business Alliance ("KABA), Kenosha Area Chamber of Commerce ("Chamber"), Kenosha Area Convention and Visitors Bureau ("CVB") and Kenosha Lakeshore Business Improvement District ("BID") for hiring and funding an Executive Director for Downtown Kenosha, Inc. (Fin. - Recommendation pending) Pgs. 230-236

**L. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE**

- L.1. Disbursement Record #3 - \$8,426,431.23. (Fin. - Recommendation pending) Pgs. 237-286
- L.2. Amendment to the Memorandum of Understanding dated February 1, 2010 between the Kenosha Housing Authority and the City of Kenosha. (Neighborhood Stabilization Program) (Fin. - Recommendation pending) Pgs. 287-290
- L.3. Grant Closeout Agreement for Entitlement Community Development Block Grant - Recovery Program Between the U.S. Department of Housing & Urban Development and the City of Kenosha. (Fin. - Recommendation pending) Pgs. 291-299

**M. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS**

- M.1. Approve Final Acceptance of Project 12-1019 Joint, Crack Cleaning and Sealing (Citywide Locations) which has been satisfactorily completed by Behm Pavement Maintenance, Inc. (Crystal Lake, Illinois) - \$229,242.72. (All Districts) (PW - Recommendation pending) Pg. 300

- M.2. Approve Final Acceptance of Project 12-1024 60th Street Resurfacing (60th Street - 22nd Avenue to 8th Avenue) which has been satisfactorily completed by Cicchini Asphalt, LLC (Kenosha, Wisconsin) - \$997,076.84 (Districts 2 & 3) (PW & SWU - Recommendations pending) Pg. 301

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

**O. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS**

- O.1. Conditional Use Permit for a renovation to the stadium at Simmons Field at 7817 Sheridan Road. (Northwoods League) (District 12) (CP - Ayes 7; Noes 0; Abstain 1) (Parks - Ayes 5; Noes 0) (Deferred and public hearing held on 2/4/13) Pgs. 302-326

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

LEGISLATIVE REPORT  
MAYOR'S COMMENTS  
ALDERPERSON COMMENTS

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

·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](http://www.kenosha.org)

Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

### **MEMO**

**TO:** Mayor Bosman and Members of the Common Council

**FROM:** Brian Wilke, Development Coordinator, Department of Community Development & Inspections

**RE:** **Special Exception Request to the Off-Street Parking Requirement of Section 6.01 F.14 of the Zoning Ordinance for property at 7817 Sheridan Road (Simmons Field - Northwoods League)**

**DATE:** February 28, 2013

Representatives of the Northwoods League/Madison Mallards have been working with the City on plans to renovate Simmons Field at 7817 Sheridan Road. The applicants have submitted Conditional Use Permit plans for review. The City Plan Commission reviewed those plans on Thursday January 24, 2013 and recommended approval to the Common Council.

As part of the Conditional Use Permit review, a Special Exception is needed for the number of required off-street parking spaces. Per Section 6.01 F.14 of the Zoning Ordinance, one (1) off-street parking space is required for every five (5) seats. The proposed facility will seat up to two thousand eighty (2,080) people. Therefore, four hundred sixteen (416) off-street parking spaces are required. The plans submitted show a total of fifty-four (54) parking spaces in the front parking lot and a total of one hundred seventy-three (173) off-street parking spaces to be constructed behind the outfield wall for a total of two hundred twenty-seven (227) off-street parking spaces on site. The Special Exception for the shortage of one hundred eighty-nine (189) off-street parking spaces is needed for the City to approve the Conditional Use Permit.

This item was deferred at the February 4, 2013 Common Council meeting to allow the applicant additional time to secure additional off-site parking arrangements.

The Northwoods League has been negotiating with neighboring businesses and property owners to provide additional off-street parking spaces, as anticipated by Article 6 of the Adopted Lease Agreement. They have secured one hundred forty-one (141) spaces from the Kenosha Achievement Center and are working to secure additional spaces.

The Special Exception is needed as the additional parking spaces are not owned by the applicant. If this Special Exception is approved by the Common Council, the Conditional Use Permit must still be approved by the Common Council. The Conditional Use Permit is on this agenda as Item O.1.

Since the Northwoods League is negotiating with neighboring properties to secure additional off-site parking spaces to offset the shortage on site, Staff recommends approval of the Special Exception, in the amount of one hundred eighty-nine (189) spaces.

BRW:kas  
Attachment



# KENOSHA ACHIEVEMENT CENTER, INC.

1218 79<sup>th</sup> Street · Kenosha, WI 53143-6199 · 262.658.9500 · www.thekac.com

*Enabling People with Disabilities to Achieve a Way of Life that Includes Work and Community Integration*

February 25, 2013

The Madison Mallards  
c/o Mr. Vern Stenman  
2920 North Sherman Avenue  
Madison, WI 53704

RE: Parking - Kenosha

Dear Mr. Stenman:

The Kenosha Achievement Center, Inc. supports the baseball park business plan including the approximate 141 parking places available on our grounds at 1218 - 79<sup>th</sup> Street and 7915 Sheridan Road. The KAC has partnered with the City of Kenosha and the recreational activities held at Simmons Ballpark for decades.

The KAC typically operates Monday through Friday, 7:00 a.m. to 4:30 p.m. Therefore, there is minimal conflict of interest in our adjacent area parking and street pattern.

We look forward to the development of the family friendly recreation opportunity for the entire community.

Sincerely Yours,

Paula Williams  
Chief Executive Officer

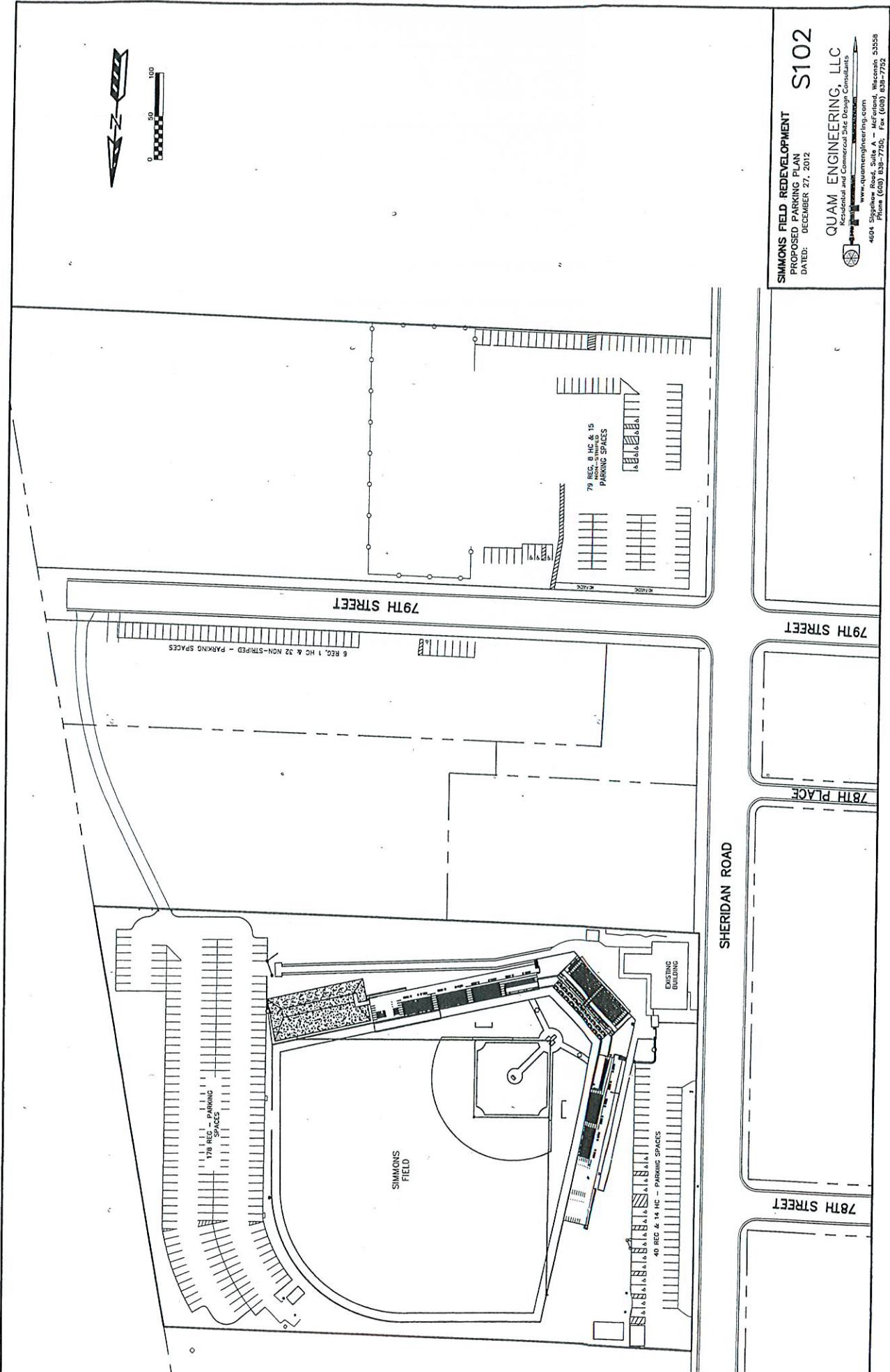
PW/ts

cc: C. Weyker/KAC Director of Operations

Accredited By: CARF The Commission on Accreditation of Rehabilitation Facilities. KAC is an ISO 9001:2008 organization.  
Certified by the U.S. Department of Labor as a Community Rehabilitation Program and licensed by the Wisconsin Department of Workforce Development as a Rehabilitation Facility.

Kenosha Achievement Center, Inc. is a 501(c)(3) charitable organization under the Internal Revenue Code, thereby qualifying for maximum tax deductibility.  
A financial statement is available upon request.

Common Council Agenda Item B.2.



**S102**  
**SIMMONS FIELD REDEVELOPMENT**  
 PROPOSED PARKING PLAN  
 DATED: DECEMBER 27, 2012

**QUAM ENGINEERING, LLC**  
 Residential and Commercial Site Design Consultants  
 www.quamengineering.com  
 4604 Siggekow Road, Suite A - McFarland, Wisconsin 53558  
 Phone (608) 838-7750, Fax (608) 838-7752

## ZONING ORDINANCE FOR THE CITY OF KENOSHA, WISCONSIN

the overall review of a parking facility plan, the Administrator shall review and approve plans for the screening of a parking facility.

**E. Submission and Review of Proposed Off-Street Parking.** The Administrator shall determine the number of off-street parking spaces required by the use being served and shall approve the location of said parking spaces on the lot as part of the Building Permit or Certificate of Occupancy Permit review procedure. The Administrator shall not issue any Certificate of Occupancy Permit until the proposed off street parking meets all requirements of §5.08 of the Code of General Ordinances.

**F. Minimum Parking Spaces Required for the Following Permitted or Conditional Uses:**

### RESIDENTIAL

**1. Single-Family and Two-Family:** 1.0 spaces per dwelling unit in the Rg-1, Rg-2 and Rs-3 zoning districts. Two (2) spaces per dwelling unit in all other residentially zoned districts.

**2. Multiple-Family:** 2.0 spaces per dwelling unit, plus any additional parking required as part of a conditional use review.

**3. Elderly Housing.**

**a. Rm-1 and Rm-2 Districts:** 1.0 space per dwelling unit, plus 1.0 space per dwelling unit reserved in open space for future conversion to conventional multifamily housing.

**b. RM-3 and B-4 Districts:**

**(1) Elderly Multifamily Units:** 1.0 space per dwelling unit.

**(2) Elderly and Handicapped Community Living Arrangements and Assisted Living Facilities:** 0.35 spaces per bed.

**4. Community Living Arrangements:** 0.25 space per bed.

**5. Fraternity, Sorority, Rooming and Boarding House:** 0.5 spaces per bedroom; **Bed and Breakfast Establishments:** 1.0 space per bedroom.

**6. Motel-Hotel:** 1.0 space per rental unit, plus 1.0 space per 3 employees.

### INSTITUTIONAL

**7. Educational Institutions:**

**a. Elementary and Middle Schools:** 1.0 space per 1,500 square feet of net floor area, including assembly halls.

**b. Senior High Schools:** 1.0 space per 500 square feet of net floor area, including assembly halls.

**c. Vocational Schools, University and College Campuses, and Private Business Schools:** 4 spaces per 1,000 square feet of net floor area used for classrooms, offices, libraries, museums, conference rooms, and/or art galleries, plus 1.0 space per 7 seats for theaters, general auditoriums, arenas, stadiums, other similar places of assembly.

**8. Religious Institutions (churches, chapels, and other places of religious assembly):** 1.0 space per 5 seats.

**9. Cultural Institutions (libraries, museums, and art museums):** 1.0 space per 400 square feet of gross floor area.

**10. Philanthropic and Charitable Institutions:** 1.0 space per 400 square feet of gross floor area.

### OTHER

**11. Hospital:** 1.5 spaces per 1 bed.

**12. Convalescent and Nursing Homes, including Extended Care Facilities:** 1.0 space per 3 beds.

**13. Nursery and Childcare, and Adult Day Care Centers:** 1.0 space per employee, plus 1.0 space per 20 children or clients.

**14. Theaters; General Auditoriums; Arenas; Stadiums; Exhibition Halls or Other**

## ZONING ORDINANCE FOR THE CITY OF KENOSHA, WISCONSIN

**Similar Places of Assembly:** 1.0 space per 5 seats.

**15. Penal, Reform, Disciplinary and Mental Health Facilities:** 1.0 space per 6 beds.

**16. Conference Centers:** 10.0 spaces minimum, or spaces equal to 30% of the licensed capacity, whichever is greater.

**16.a. Shelter Facility:** 1.0 space per 6 beds.

### BUSINESS

**17. Convenience Retail, General Merchandise and Service Stores; Office Buildings; Financial Institutions; Miscellaneous Retail and Service Uses; Home Improvement and Gardening Supply Stores and Uses; and Motor Vehicle Uses:** 1.0 space per 250 square feet of gross floor area, except for the uses listed in 18. to 33. below.

**18. Automobile Sales and/or Service, Automobile and/or Truck Rental or Leasing, Mobile or Manufactured Home Sales and Service, and Recreational Vehicle Sales and Service:** 1.0 space per 300 square feet of gross floor area, plus 1 space per 2,500 square feet of gross land area devoted to sales or rental.

**19. Automobile Service or Fuel Station:** 3.0 spaces minimum, plus 3.0 spaces per each service bay.

**20. Automobile Body Shop:** 3.0 spaces minimum, plus 1 space per 500 square feet of gross floor area.

**21. Automobile or Truck Wash:** 1.0 space per employee on largest shift, plus any additional spaces required as part of a conditional use review.

**22. Carpenter, Electrical, Plumbing, Heating and Air Conditioning Shops; Furniture and Household Appliance Stores;**

**Printing or Publishing Establishment; and, Radio or Television Studio:** 1.0 space per 500 square feet of gross floor area.

**23. Funeral Home:** 1.0 space per 50 square feet of gross floor area of public spaces, including parlor, chapel, reception, lobby and lounge areas.

**24. Self-Service Storage Facility:** 3.0 spaces minimum, plus 1 space per 100 storage units.

**25. Medical Offices, Clinic, Laboratory, and Professional Offices of a Dentist, Doctor, Surgeon or Other Individual Licensed to Practice Medicine:** 1.0 space per 250 square feet of gross floor area.

**26. Recreational Uses-Indoor, Private:**  
**a. Bowling Alley:** 5.0 spaces per alley, plus additional spaces as may be required herein for affiliated uses such as restaurants and other mixed uses.

**b. Game and Athletic Courts:** 3.0 spaces per court.

**c. Physical Fitness and Health Club:** 1.0 space per 200 square feet of gross floor area.

**d. Other Indoor Recreational Uses:** 1.0 space per 500 square feet of gross floor area.

**e. Golf Range, Batting Range, Batting Cage, or Golf and/or Batting Simulator:** 3.0 spaces per individual station.

**27. Recreational Uses-Outdoor, Private:**  
**a. Athletic Field:** 10.0 spaces per field, plus 1.0 space per 10 seats within bleachers or stands.

**b. Golf Driving Range:** 2.0 spaces per driving tee.

**c. Golf Courses:** 3.0 spaces per hole, plus spaces equal to 30% of the total licensed capacity of any affiliated clubhouse, restaurant or lounge.

**d. Other Outdoor Recreational Uses:** 1.0 space per 5,000 square feet of lot area.

**28. Restaurants Without Drive-in or Drive-through Facilities:** 10.0 spaces minimum, or spaces equal to 30% of the total licensed

compromise such claim, then the fireworks provider shall undertake the legal defense of such claim both on behalf of the fireworks provider and the CITY. It is specifically agreed, however that the CITY, at its own cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against the CITY or any of its officers or employees for any cause for which the fireworks provider is liable hereunder, shall be conclusive against the fireworks provider as to liability and the amount of damages. This provision shall survive expiration or termination of this Lease to the extent necessary to effectuate its purpose.

**5.12 LIVE MUSIC AND AMPLIFIED SOUND.** The LESSEE shall be permitted to conduct live music concert events at the PREMISES which will involve the use of amplified sound. The LESSEE, at LESSEE's expense, shall obtain all licenses, permits and approvals required by the CITY to conduct live music concert events at the PREMISES. The LESSEE shall comply with all CITY ordinances applicable to the performance of live music including the performance of live music involving the use of amplified sound. The use of any amplified sound at the PREMISES regardless of the nature of the event at which amplified sound is used shall in all cases be subject to Chapter XXIII of the Code of General Ordinances for the City of Kenosha entitled "Noise Control". The LESSEE shall not admit patrons to a live music concert event in numbers exceeding the seating capacity as established by the City for such events.

**5.13 TERMINATION OF EVENTS.** No inning of any Northwoods League baseball games at the PREMISES shall be permitted to begin after 11:30 P.M. All other events at the PREMISES shall not be permitted to extend beyond 11:00 P.M.

**5.14 PUBLIC SAFETY.** The LESSEE shall not permit any use of the PREMISES which will create an unreasonable risk of life, personal injury or property loss or damage, or otherwise threaten or harm the public health, safety or welfare. The LESSEE shall coordinate with the CITY, including the Kenosha Police Department and Kenosha Fire Department to ensure that any use of the PREMISES adequately meets public safety requirements.

**5.15 EVENT STAFFING.** The LESSEE, at LESSEE's expense, shall be responsible for adequately staffing all events at the premises, including but not limited to, ushers, ticket sellers, scorekeepers, public address announcers, concession staff, security staff, field maintenance crew, parking attendants and cleaning crew. The LESSEE, at LESSEE's expense, shall provide security services at all events at the PREMISES necessary to protect patrons of the events, including any parking area outside used or controlled by the LESSEE outside the PREMISES. The LESSEE, at LESSEE's expense, shall provide traffic direction and control on Sheridan Road in the vicinity of the PREMISES for all events at the PREMISES. The LESSEE, at LESSEE's expense, shall be responsible for crowd control at all events at the PREMISES and will not admit patrons to any event in numbers exceeding the CITY approved seating capacity for the event. The LESSEE, at LESSEE's expense, shall be responsible for any additional staffing costs from any CITY agencies or departments based upon conditions of approval of any events at the PREMISES. The LESSEE acknowledges that the CITY, through the Kenosha Police Department, reserves the right to arrest and/or eject disorderly patrons from any event at the PREMISES.



## ARTICLE 6 – PARKING

The LESSEE acknowledges that the existing parking facilities on the PREMISES

may be insufficient to accommodate LESSEE's use of the PREMISES. The LESSEE, at LESSEE's expense, shall provide additional off-street parking as may be required to accommodate the parking needs of patrons attending events at the PREMISES. The LESSEE acknowledges that the CITY may, from time to time, prohibit on-street parking on streets abutting and in the vicinity of the PREMISES during the time events are scheduled at the PREMISES.

## **ARTICLE 7 – CARE, MAINTENANCE AND REPAIR OF PREMISES**

**7.1 LESSEE'S RESPONSIBILITIES.** The LESSEE, at LESSEE's expense, shall at all times be responsible for the care, maintenance and repair of the PREMISES, including the IMPROVEMENTS thereon, whether preexisting or placed on the PREMISES by the LESSEE or the CITY, whether such work be ordinary, extraordinary, structural or otherwise, irrespective of cause and nature, all to be performed in a good and workmanlike manner, and in accordance with the provisions of this Lease. The LESSEE, at LESSEE's expense, shall at all times:

- a. Keep the PREMISES, the IMPROVEMENTS and any personal property thereon, in a clean, neat and sanitary condition, free and clear of litter and debris.
- b. Maintain the PREMISES and the IMPROVEMENTS and perform all repair work in accordance with applicable federal, state and local laws, rules and regulations, upon receipt of permits and governmental approvals, where required. Maintenance of the PREMISES and the IMPROVEMENTS shall include but not be limited to the playing field, grandstands, bleachers and any other seating areas, dugouts, locker rooms, restrooms, clubhouse, office, press box, concession stands, outfield wall fences, playing field lights, scoreboard, public address system, public areas, parking area lighting, and all equipment, materials and supplies needed for same.
- c. Maintain the playing field, including but not limited to, mowing, landscaping, fertilization, sodding, seeding, turf repair, infield mix, warning track, irrigation, dragging and lining the field for all games, and all equipment, materials and supplies needed for same.
- d. Supply all equipment related to playing field use including all bases, batting cage, pitcher's screen and if needed an infield tarp.
- e. Maintain and repair all utility, mechanical, electrical and other systems and equipment placed upon the PREMISES.

**7.2 TIME REQUIREMENTS FOR REPAIRS.** The LESSEE shall have thirty (30) days from the date on which the condition arose to repair any minor damage to the PREMISES, including the IMPROVEMENTS, and one hundred twenty (120) days from the date on which the condition arose to repair any major damage to the PREMISES, including the IMPROVEMENTS. As used herein, minor damage shall be damage to the PREMISES or the IMPROVEMENTS which would cost Five Hundred Dollars (\$500.00) or less to repair, and major damage shall be damage to the PREMISES or the IMPROVEMENTS which would cost in excess of Five Hundred Dollars (\$500.00) to repair. The LESSEE, for good cause, may request from the CITY an extension of time to complete repairs. Notwithstanding the above, emergency repairs shall be conducted by the LESSEE as soon as possible when required to preserve the PREMISES or the IMPROVEMENTS.

**7.3 LESSEE'S FAILURE TO MAINTAIN.** In the event the LESSEE fails to care for, maintain and repair the PREMISES or the IMPROVEMENTS within thirty (30) days following the receipt of written notice from the CITY describing the failure to care for, maintain

<b>Community Development Division</b> 625 52nd Street Kenosha, WI 53140 262.653.4030	<b>HOME Program Commission</b>  <b>FACT SHEET</b>	<b>March 4, 2013</b>	<b>Item 1</b> <b>Page 1</b>
<b>Amendment to 2013 HOME Program Description</b>			

**ANALYSIS:**

- Staff proposes several changes to the adopted 2013 HOME Program Description. Each Amendment is also further described below in detail:
  - Down Payment and Closing Cost Assistance Grants
  - Clarification of minimum private mortgage amounts
  - Amendment of the City Second Mortgage Purchase Assistance Program,
  - Mortgage Subordination requirements

**Down Payment and Closing Cost Assistance Grants**

- The HOME Program Description currently allows the City to provide down payment assistance for VA Loan borrowers, up to \$5,000, which is forgivable after ten (10) years.
- The City also offers Down Payment and Closing Cost Assistance Grants for the purchase of the City-built homes for sale, which is funded through program income from the CDBG Program and another HUD program.
- Consistent with second mortgages funded through the HOME Program, it is proposed to also offer Down Payment and Closing Cost Assistance Grants funded through the HOME Program. Both the second mortgage and down payment and/or closing cost assistance grants could be subtracted from the net proceeds.
- Down Payment Assistance Grants would require the homebuyer to pay a minimum of twenty-five (25%) percent of the required down payment out of their own funds, or one thousand (\$1,000) dollars, whichever is greater. The remainder could be provided through a 5-year forgivable grant. The same terms are proposed to be made to down payment assistance for VA loan borrowers.
- Five (5) year forgivable closing cost assistance grants could also be provided to homebuyers, up to a maximum of three (3%) percent of the purchase price. Where the homebuyer does not live in the home for five (5) years, they would be required to pay back the grant, less a twenty (20%) percent reduction for every year they lived in the home.

**Ability to Obtain Mortgage Financing**

- A clarification is proposed that homeowners are required to obtain a fixed rate mortgage loan from a private lender or the City for minimum of eighty (80%) percent of the purchase price for the purchase of any home other than for sale by the City of Kenosha. Homebuyers who purchase one of the houses for sale by the City are required to obtain a fixed rate mortgage loan for a minimum of fifty-seven (57%) of the purchase price.
- Where a larger down payment is made by the homebuyer, the minimum financing rates may be reduced accordingly.

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**Second Mortgage Purchase Assistance**

- The HOME Program Description permits second mortgage purchase assistance for up to forty (40%) percent of the purchase price of homes sold by the City. The loans are written as deferred payment loans at zero (0%) percent interest for the first fifteen (15) years. Beginning in the sixteenth (16<sup>th</sup>) year, monthly payments are required for the next fifteen (15) years at an interest rate of three (3%) percent.
- After consultation with lenders, some applicants are still unable to be approved for mortgages since both the first and second mortgages are required to be calculated as a percentage of total debt to income, regardless if no payments are required for fifteen (15) years. The combined loan payments exceed the underwriting requirements and the loan cannot be approved.
- In order to address underwriting requirements, it is proposed to change the Description to include the ability to defer repayment of the Second Mortgage Loan until time of sale or at such time the home ceases to be the principal residence of the homebuyer. This provision is also available to existing holders of City Second Mortgage Loans when refinancing. In this scenario, the homebuyer is not required to make any payments while they reside in the home. Instead, repayment is required when the home is no longer their principal residence, or at such time the home is sold. A “deferred loan fee” of ten (10%) percent would be added to the original loan amount at the time of repayment.
- The proposed amendment will assist lenders to qualify additional potential homebuyers.

**Mortgage Subordinations**

- The HOME Program Description currently allows a maximum of a ninety (90%) loan-to-value limit for loan subordination. The loan-to-value limit includes the City's second mortgage.
- Due to decreased property values, many homeowners now exceed the ninety (90%) limit and are unable to be approved for a loan subordination.
- Programs such as the Home Affordable Refinance Program (HARP) permitted a loan-to-value limit of up to one hundred twenty-five (125%) through 2012. The current HARP does not place any loan-to-value limits as long as the interest rate or term is able to be lowered and the twelve (12) most recent payments were made on time.
- Staff surveyed other Wisconsin cities and counties regarding their subordination policies. Some limited the loan-to-value ratio to eighty (80%) or ninety (90%) percent. Others allowed greater than one hundred (100%) or no limit where the homeowner is reducing their monthly payment and/or interest rate. Those that allowed greater than one hundred (100%) percent felt that the HOME loan shouldn't be an obstacle to a homeowner getting a better rate or lower monthly payments, especially if the subordination would prevent a foreclosure and/or allow a homeowner to remain in an affordable home.
- Based on research of other subordination limits, as well as refinancing program guidelines, it is proposed to increase the subordination limit to a one hundred twenty-five (125%) percent loan-to-value limit where the homeowner is able to reduce their monthly payment, interest rate, and/or term for subordination requests for refinancing with no money out. For equity loans, the ninety (90%) percent limit would remain.

Community Development Division  
625 52nd Street  
Kenosha, WI 53140  
262.653.4030

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**Amendment to 2013 HOME Program Description**

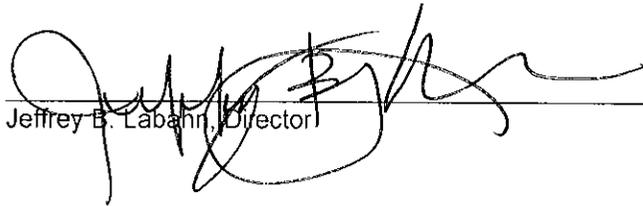
- Property value would be determined by: appraised value, estimated market value consistent with valuation modules permitted by loan programs, or assessed value, whichever is higher.

**RECOMMENDATION:**

Recommendation: A recommendation is made to approve the noted changes to the attached 2013 HOME Program Description



Mike Maki, AICP, Community Development Specialist



Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1HOME PROG/2013/Mar4/fact-ProgDescrip.odt

## **HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) 2013 PROGRAM DESCRIPTION**

### ***Use of Funds***

The City of Kenosha intends to use its 2013 HOME funds for Program Administration and for eligible HOME Program activities as outlined below. Due to the current and ongoing instability in the housing market, the 2013 HOME Program Description is designed to allow flexibility in the allocation and commitment of funds to a variety of eligible HOME Program housing activities. However, the City will not be using any of its funding for tenant-based rental assistance, as rental assistance is already available through the Kenosha Housing Authority.

The City is funding these particular activities in this plan in order to be consistent with its Consolidated Plan, and to insure local housing activities are consistent with neighborhood revitalization strategies already adopted by the City.

### ***Program Administration***

The City of Kenosha will use 10% of its 2013 HOME allocation for payment of administrative and planning costs of the HOME Program. These costs include the reasonable costs of overall program management, coordination, monitoring, and evaluation of HOME activities by the City of Kenosha. The City will also set aside 10% of eligible HOME Program Income for allowable HOME Program administrative costs.

### ***City of Kenosha Eligible HOME Program Activities***

The City of Kenosha may use available 2013 HOME allocation to support the following types of activities undertaken by the City, Community Housing Development Organizations (CHDOs), Sub-recipients or Private Developers:

- A) Homeowner Rehabilitation
- B) Home Buyer Purchase Assistance city-wide
- C) Down Payment and/or Closing Cost Assistance Grants

### ***Community Housing Development Organizations (CHDOs)***

The City of Kenosha is setting aside the minimum required 15% of its 2013 HOME funds for eligible CHDOs to undertake eligible HOME Program activities listed above.

The City will allow CHDOs to request a maximum developer/general contractor fee of 15% of the total project cost of each HOME funded project they undertake and complete. Additional funding for CHDO projects may be made available from other HOME Program funds.

The City could also set aside up to \$25,000 for CHDO administrative expenses. The HOME Program regulations allow CHDO administrative expenses up to 5% of the City's total annual HOME Grant. CHDOs will need to submit an application to the City which includes their operating budget sources and use of funds to support their application for CHDO administrative expenses. The application will be reviewed by the City's HOME Program Commission with a recommendation to the City Finance Committee and Common Council for review and consideration.

**HOME Program Income**

HOME Program Income funds will be used to fund eligible HOME Program activities and funding set-asides for eligible CHDOs and/or sub-recipients to carry out HOME eligible activities, including housing rehabilitation projects, homeowner rehabilitation loans, rental property rehabilitation and single family new construction. In addition, up to 10% of eligible program income may be used for HOME Program allowable administrative expenses.

**Allocation of Anticipated HOME Program Entitlement and Program Income Funds:  
(2013 funds based on the 2012 allocation)**

<b>Activity</b>	<b>Home Funding</b>	<b>Match Funding (25%)</b>
Administration (2013 Funds)	\$34,164.50	\$0
Eligible Housing Activities (2013 Funds)	\$256,233.75	\$64,058.44
CHDO Set-Aside (2013 Funds)	\$51,246.75	\$12,811.69
<b>TOTAL 2013 HOME FUNDING</b>	<b>\$341,645.00</b>	<b>\$76,870.13</b>

<b>Estimated 2013 HOME Program Income</b> (3 houses @ \$74,100, net proceeds at sale, less 10% Program Administration)	<b>\$200,070</b>
<b>Estimated Program Administration (10%)</b>	<b>\$22,230</b>
<b>TOTAL ESTIMATED 2013 HOME PROGRAM INCOME FUNDING</b>	<b>\$222,300</b>

**Home Sales Policy**

Homes for sale through the City of Kenosha HOME Program will be advertised and sold on a first-come-first-served basis.

**HOMEBUYER APPLICANT REQUIREMENTS**

**Citizenship**

Applicants to purchase properties for sale through the City of Kenosha's HOME Program must be US citizens or have "Qualified Alien" status under Section 431 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.

**Income**

Eligibility for buyers through the HOME Program is based on annual household income. Total annual household income cannot exceed 80% of the County's median income per family size as determined by HUD. In accordance with the federal HOME Program Rules, the City has chosen to use Federal Income Tax IRS Form 1040 adjusted gross income to determine annual income. All homebuyers must sign IRS Form 4506 "Request for Copy of Tax Form" and the City will request a copy of the applicant's federal tax return transcript from the IRS. For IRS tax returns older than six months, the City will require an updated income verification, including third party verification of employment and recent earnings statements.

### ***Ability to Obtain Mortgage Financing***

Potential homebuyers must have the ability to obtain a Fixed Rate mortgage loan from a private lender or the City for up to a minimum of 80% of the purchase price of the property offered for sale (non City owned properties), or up to a minimum of 57% of the purchase price of the City properties offered for sale. The minimum financing is based on a 3% down payment. Where the homebuyer provides a larger downpayment, the minimum financing obtained through a private lender or the City may be reduced.

### ***Down Payment Requirement and Down Payment Assistance***

All homebuyers are required to provide a 3% down payment at closing. The down payment may be from the buyer's personal savings or from a Down Payment Assistance Grant provided through the Federal Home Loan Bank, City of Kenosha, or other source of down payment assistance.

The City may provide a Down Payment Assistance Grant to eligible homebuyers through HOME Program funds. The Down Payment Assistance Grant will require the homebuyer to pay a minimum of 25% of the required downpayment amount, or \$1,000, whichever is greater. The Homeowner will be required to live in home for minimum of five years, or the grant amount will be required to be paid back in full, less a 20% reduction for every year the homeowner resides in the home.

### ***Down Payment Assistance for VA Loan Borrowers***

The City may provide a Down Payment Assistance loan Grant of up to \$5,000 for eligible Veterans Administration Loan borrowers. Down Payment Assistance loans Grants will be a lien filed on the property and will be forgiven provided the borrower homeowner resides at the property for a period of 40 5 years after purchasing the property. Where the homeowner lives in the home less than 5 years, the grant amount will be required to be paid back in full, less a 20% reduction for every year the homeowner resides in the home.

### ***Primary Residence and Owner Occupied Single Family Deed Restriction***

HOME assisted property must be occupied as the homebuyer's primary residence. The City will place a Deed Restriction on the property at the time of property transfer: "This property is a single family dwelling and will always remain a single family dwelling and owner occupied for as long as it remains on the land." The homebuyer cannot own any other residential property at time of closing.

### ***Homebuyer Counseling Requirement***

All homebuyers receiving assistance through the City's HOME Program must participate in homebuyer training offered through a HUD certified Local Housing Counseling Agency and provide the City with certification they have successfully completed such training.

### ***Mortgage Subordinations***

The City will process requests for mortgage subordinations from homebuyers for their HOME funded second mortgage under the following criteria:

- A) By refinancing their first mortgage, the borrower will be able to lower their interest rate, monthly payment and/or loan term.
- B) The borrower will be able to convert from an ARM to a fixed rate mortgage.

- C) The borrower will be taking out an equity loan or refinancing for purposes of doing home improvements, purchasing a car or for college costs.
- D) The City will require a 90% Loan to Value limit on ~~refinancing or~~ equity loans, and a maximum of 125% Loan to Value limit on refinancing where the borrower is able to lower their interest rate, payment or loan term. The Loan to Value ratio will include the City's HOME second mortgage balance.
- E) The City will use the Assessed Value as determined by the City Assessor's Office, Estimated Market Value consistent with valuation modules permitted by the first mortgage's loan program, or appraised value, whichever is ~~lower~~ higher, to determine the property value.
- F) Closing costs and fees for the proposed refinancing loan or equity loan must be no more than 3% of the proposed new loan amount.

Written requests for mortgage subordinations from homebuyers with a HOME second mortgage will be accepted and reviewed by City staff. A report and recommendation will be submitted to the City of Kenosha Housing Authority Board of Commissioners for review and consideration. A processing fee of \$100 will be charged to the borrower upon approval and processing the mortgage subordination.

## **HOME PROGRAM ASSISTANCE TO BUYERS**

### **Second Mortgage Purchase Assistance**

HOME funded second mortgage purchase assistance will be provided for up to 40% of the purchase price of homes sold by the City of Kenosha. HOME second mortgage purchase loans will be written as deferred payment loans at 0% interest for up to the first fifteen (15) years, then monthly payments will be required for the next fifteen (15) years at an interest rate of 3% annually.

On a case-by-case basis, subject to final approval by the Kenosha Housing Authority Board, the City may offer a second mortgage loan where repayment is deferred until time of sale or when the property ceases to be the principal residence of the homebuyer. This provision is also available to existing holders of City Second Mortgage Loans when refinancing. Repayment shall not be required until the borrower sells the home or it is no longer their principal residence. Such loans shall be subject to a "deferred loan fee" of 10% of the original loan amount at the time of repayment.

Second mortgage purchase assistance loans will continue to be made available to income eligible homebuyers purchasing new homes city-wide. These purchase assistance loans will be provided for up to 17% of the purchase price of the home. HOME second mortgage purchase loans for eligible homebuyers will be written as deferred payment loans at 0% interest for the first ten (10) years, then monthly payments will be required for the next twenty (20) years at an interest rate of 3% annually. ~~As was also part of the approved 2007-2008 HOME Program amendment, these Purchase Assistance Loans will only be made available if the City has HOME Program Income revenue on hand.~~

### **Closing Cost Assistance**

The City may provide a Closing Cost Assistance Grant, up to 3% of the purchase price, to eligible homebuyers through HOME Program funds. The Homeowner will be required to live in home for minimum of five years, or the grant amount will be required to be paid back in full, less a 20% reduction for every year the homeowner resides in the home.

### **Recapture and Resale Provisions**

The City of Kenosha anticipates that some of the first-time Homebuyer (FTHB) assistance provided with HOME funding will be a development subsidy used by the City or developer (HOME fund recipient) to produce affordable housing units. In those instances, it is expected that some of this subsidy will be a project development subsidy and this subsidy amount may not be recaptured.

#### **Recapture Option**

This option will be used by the City to recapture the HOME funded second mortgage purchase assistance loans provided to the homebuyers if the HOME recipient decides to sell the house within the required affordability period. The homeowner is able to sell the property at whatever price the market will bear. Recaptured funds are considered HOME Program Income to be reused for any HOME-eligible activity.

The City of Kenosha will also require that rental housing developers who have been assisted with HOME funding be subject to recapture provisions in the event the owner/developer sells their property before the period of affordability has expired:

- Five (5) years when the per unit of HOME funds is less than \$15,000
- Ten (10) years where the amount of HOME funds provided is \$15,000 to \$40,000
- Fifteen (15) years where the per unit amount of HOME funds is greater than \$40,000

#### **Affordability periods for home ownership assistance through the HOME Program**

<b>HOME Funds Provided (Per Unit) *</b>	<b>Affordability Period</b>
Less than \$15,000	5 Years
\$15,000 to \$40,000	10 Years
Greater than \$40,000	15 Years

*\*Per unit HOME Program assistance for home ownership is based on the amount of the HOME mortgage purchase assistance provided to the homebuyer. For example, if the City's HOME funded second mortgage to the buyer is \$25,000, the affordability period on the home is 10 years. Therefore, the City will provide second mortgage purchase loans with monthly payments deferred for 10 years at 0% interest. After the initial 10 years, the loan converts to a 3% monthly installment loan at 3% interest for a 20-year term.*

#### **Resale Option**

The resale option will only be used by the City in those cases where the homebuyer declines to accept a HOME funded second mortgage to purchase a HOME Buyer Program property. This option ensures that the HOME-assisted unit remains affordable over the entire affordability term. Resale requirements under the "resale option" include the following:

- A) The new purchaser must meet HOME Program income eligibility requirements (annual adjusted income below 80% of Kenosha County median income for family size).
- B) The new purchaser must occupy the property as their principal place of residence.

- C) The sales price must be affordable to the new buyer.
- D) Affordability is defined as: Monthly payment for principal, interest, taxes and insurance (PITI) cannot exceed 40% of the purchasers gross annual income.
- E) The seller is entitled to a "fair return" on their investment upon sale of the property. "Fair Return" on investment for purposes of the City's HOME Program includes the homeowner's initial investment (first mortgage, down payment and closing costs) and any documented capital improvements to the property completed after the initial sale.

**Enforcement of the Recapture or Resale Options**

The City will use the following legal instruments to meet and enforce the requirements of the recapture or resale restrictions:

<b>HOME Requirement</b>	<b>Recapture Option</b>	<b>Resale Option</b>
Principal Residence	Deed Restriction & HOME Lien	Deed Restriction & HOME Lien
Affordability Period	Promissory Note & HOME Lien	Deed Restriction & HOME Lien
Repayment of HOME Subsidy	Promissory Note & HOME Lien	Deed Restriction & HOME Lien
Fair Return to Owner	N/A	Deed Restriction & HOME Lien
Affordable Resale Price	N/A	Deed Restriction & HOME Lien
Subsequent Buyer's Income	N/A	Deed Restriction & HOME Lien

\* HOME Lien is a document recorded as a "Rider" with the HOME Program Mortgage securing repayment of the HOME subsidy.

**Matching Funds**

The City of Kenosha intends to satisfy the Federally-mandated match requirements by using a combination of the eligible forms of match outlined in Section 92.220 of the HOME Program regulations. The City and all sub-recipients will document "match" on a per-project basis.

**Funding Reduction and Adjustment Based on Actual HUD Allocation**

If the funding level is more or less than the \$341,645 as indicated in this program description, each program activity will be adjusted by applying the same percent of funding increase or decrease equally to each activity.

**Applicability of this HOME Program Description**

The 2013 HOME Program Description shall supersede any and all previous HOME Program Descriptions in regard to the purposes and use of HOME Program funds.

**Approved by City of Kenosha HOME Program Commission: September 19, 2012**

**Approved by Common Council: November 5, 2012**

## **CITY OF KENOSHA HOME SALES POLICY**

Homes for sale through the City of Kenosha HOME Program will be advertised and sold on a first-come-first-served basis.

### **Applicant Requirements**

Applicants must meet the following requirements:

- U.S. citizenship or "Qualified Alien" status (as defined by HUD)
- 18 years of age or older
- Must meet the City's income limits for HOME Program
- Cannot own any real estate at time of closing
- Good verifiable credit rating
- Adequate verifiable income to support home ownership
- Must have 3% in funds to be used towards down payment plus closing costs
- Must complete a HUD accredited Homebuyer Counseling Course

When the purchase contract is signed, a \$500 earnest money deposit is required and will be credited toward the down payment. Obtaining first mortgage loan financing from private sources is the responsibility of the applicant.

## **FOR FURTHER INFORMATION CONTACT**

Department of Community Development & Inspections  
625 52nd Street, Room 308  
Kenosha, WI 53140  
Phone: 262.653.4030  
Hours: 8:00 A.M. - 4:30 P.M.

## **2013 HOME Program Review & Approval Schedule**

<b>Date</b>	<b>Activity</b>
By 10/05/12	Publish Public Notice for City of Kenosha Consolidated Plan/Annual Plan for CDBG and HOME Funds and Activities with a 30 Day Comment Period
11/05/12	Finance Committee Review and Consideration of 2013 Annual Plan/Consolidated Plan and 2013 HOME Program Description (Public Hearing)
11/05/12	Common Council Review and Consideration of 2013 Annual Plan/Consolidated Plan and 2013 HOME Program Description

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**HOME INVESTMENT PARTNERSHIP PROGRAM (HOME)  
2013 PROGRAM DESCRIPTION**

***Use of Funds***

The City of Kenosha intends to use its 2013 HOME funds for Program Administration and for eligible HOME Program activities as outlined below. Due to the current and ongoing instability in the housing market, the 2013 HOME Program Description is designed to allow flexibility in the allocation and commitment of funds to a variety of eligible HOME Program housing activities. However, the City will not be using any of its funding for tenant-based rental assistance, as rental assistance is already available through the Kenosha Housing Authority.

The City is funding these particular activities in this plan in order to be consistent with its Consolidated Plan, and to insure local housing activities are consistent with neighborhood revitalization strategies already adopted by the City.

***Program Administration***

The City of Kenosha will use 10% of its 2013 HOME allocation for payment of administrative and planning costs of the HOME Program. These costs include the reasonable costs of overall program management, coordination, monitoring, and evaluation of HOME activities by the City of Kenosha. The City will also set aside 10% of eligible HOME Program Income for allowable HOME Program administrative costs.

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**Allocation of Anticipated HOME Program Entitlement and Program Income Funds:  
(2013 funds based on the 2012 allocation)**

<b>Activity</b>	<b>Home Funding</b>	<b>Match Funding (25%)</b>
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**Income**

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### ***Ability to Obtain Mortgage Financing***

Potential homebuyers must have the ability to obtain a Fixed Rate mortgage loan from a private lender or the City for a minimum of 80% of the purchase price of the property offered for sale (non City owned properties), or a minimum of 57% of the purchase price of the City properties offered for sale. The minimum financing is based on a 3% down payment. Where the homebuyer provides a larger downpayment, the minimum financing obtained through a private lender or the City may be reduced.

### ***Down Payment Requirement and Down Payment Assistance***

All homebuyers are required to provide a 3% down payment at closing. The down payment may be from the buyer's personal savings or from a Down Payment Assistance Grant provided through the Federal Home Loan Bank, City of Kenosha, or other source of down payment assistance.

The City may provide a Down Payment Assistance Grant to eligible homebuyers through HOME Program funds. The Down Payment Assistance Grant will require the homebuyer to pay a minimum of 25% of the required downpayment amount, or \$1,000, whichever is greater. The Homeowner will be required to live in home for minimum of five years, or the grant amount will be required to be paid back in full, less a 20% reduction for every year the homeowner resides in the home.

### ***Down Payment Assistance for VA Loan Borrowers***

The City may provide a Down Payment Assistance Grant of up to \$5,000 for eligible Veterans Administration Loan borrowers. Down Payment Assistance Grants will be a lien filed on the property and will be forgiven provided the homeowner resides at the property for a period of 5 years after purchasing the property. Where the homeowner lives in the home less than 5 years, the grant amount will be required to be paid back in full, less a 20% reduction for every year the homeowner resides in the home.

### ***Primary Residence and Owner Occupied Single Family Deed Restriction***

HOME assisted property must be occupied as the homebuyer's primary residence. The City will place a Deed Restriction on the property at the time of property transfer: "This property is a single family dwelling and will always remain a single family dwelling and owner occupied for as long as it remains on the land." The homebuyer cannot own any other residential property at time of closing.

### ***Homebuyer Counseling Requirement***

All homebuyers receiving assistance through the City's HOME Program must participate in homebuyer training offered through a HUD certified Local Housing Counseling Agency and provide the City with certification they have successfully completed such training.

### ***Mortgage Subordinations***

The City will process requests for mortgage subordinations from homebuyers for their HOME funded second mortgage under the following criteria:

- A) By refinancing their first mortgage, the borrower will be able to lower their interest rate, monthly payment and/or loan term.
- B) The borrower will be able to convert from an ARM to a fixed rate mortgage.

- C) The borrower will be taking out an equity loan or refinancing for purposes of doing home improvements, purchasing a car or for college costs.
- D) The City will require a 90% Loan to Value limit on equity loans, and a maximum of 125% Loan to Value limit on refinancing where the borrower is able to lower their interest rate, payment or loan term. The Loan to Value ratio will include the City's HOME second mortgage balance.
- E) The City will use the Assessed Value as determined by the City Assessor's Office, Estimated Market Value consistent with valuation modules permitted by the first mortgage's loan program, or appraised value, whichever is higher, to determine the property value.
- F) Closing costs and fees for the proposed refinancing loan or equity loan must be no more than 3% of the proposed new loan amount.

Written requests for mortgage subordinations from homebuyers with a HOME second mortgage will be accepted and reviewed by City staff. A report and recommendation will be submitted to the City of Kenosha Housing Authority Board of Commissioners for review and consideration. A processing fee of \$100 will be charged to the borrower upon approval and processing the mortgage subordination.

## **HOME PROGRAM ASSISTANCE TO BUYERS**

### ***Second Mortgage Purchase Assistance***

HOME funded second mortgage purchase assistance will be provided for up to 40% of the purchase price of homes sold by the City of Kenosha. HOME second mortgage purchase loans will be written as deferred payment loans at 0% interest for up to the first fifteen (15) years, then monthly payments will be required for the next fifteen (15) years at an interest rate of 3% annually.

On a case-by-case basis, subject to final approval by the Kenosha Housing Authority Board, the City may offer a second mortgage loan where repayment is deferred until time of sale or when the property ceases to be the principal residence of the homebuyer. This provision is also available to existing holders of City Second Mortgage Loans when refinancing. Repayment shall not be required until the borrower sells the home or it is no longer their principal residence. Such loans shall be subject to a "deferred loan fee" of 10% of the original loan amount at the time of repayment.

Second mortgage purchase assistance loans will continue to be made available to income eligible homebuyers purchasing new homes city-wide. These purchase assistance loans will be provided for up to 17% of the purchase price of the home. HOME second mortgage purchase loans for eligible homebuyers will be written as deferred payment loans at 0% interest for the first ten (10) years, then monthly payments will be required for the next twenty (20) years at an interest rate of 3% annually.

### **Closing Cost Assistance**

The City may provide a Closing Cost Assistance Grant, up to 3% of the purchase price, to eligible homebuyers through HOME Program funds. The Homeowner will be required to live in home for minimum of five years, or the grant amount will be required to be paid back in full, less a 20% reduction for every year the homeowner resides in the home.

### **Recapture and Resale Provisions**

The City of Kenosha anticipates that some of the first-time Homebuyer (FTHB) assistance provided with HOME funding will be a development subsidy used by the City or developer (HOME fund recipient) to produce affordable housing units. In those instances, it is expected that some of this subsidy will be a project development subsidy and this subsidy amount may not be recaptured.

#### **Recapture Option**

This option will be used by the City to recapture the HOME funded second mortgage purchase assistance loans provided to the homebuyers if the HOME recipient decides to sell the house within the required affordability period. The homeowner is able to sell the property at whatever price the market will bear. Recaptured funds are considered HOME Program Income to be reused for any HOME-eligible activity.

The City of Kenosha will also require that rental housing developers who have been assisted with HOME funding be subject to recapture provisions in the event the owner/developer sells their property before the period of affordability has expired:

- Five (5) years when the per unit of HOME funds is less than \$15,000
- Ten (10) years where the amount of HOME funds provided is \$15,000 to \$40,000
- Fifteen (15) years where the per unit amount of HOME funds is greater than \$40,000

#### **Affordability periods for home ownership assistance through the HOME Program**

<b>HOME Funds Provided (Per Unit) *</b>	<b>Affordability Period</b>
Less than \$15,000	5 Years
\$15,000 to \$40,000	10 Years
Greater than \$40,000	15 Years

*\*Per unit HOME Program assistance for home ownership is based on the amount of the HOME mortgage purchase assistance provided to the homebuyer. For example, if the City's HOME funded second mortgage to the buyer is \$25,000, the affordability period on the home is 10 years. Therefore, the City will provide second mortgage purchase loans with monthly payments deferred for 10 years at 0% interest. After the initial 10 years, the loan converts to a 3% monthly installment loan at 3% interest for a 20-year term.*

#### **Resale Option**

The resale option will only be used by the City in those cases where the homebuyer declines to accept a HOME funded second mortgage to purchase a HOME Buyer Program property. This option ensures that the HOME-assisted unit remains affordable over the entire affordability term. Resale requirements under the "resale option" include the following:

- A) The new purchaser must meet HOME Program income eligibility requirements (annual adjusted income below 80% of Kenosha County median income for family size).
- B) The new purchaser must occupy the property as their principal place of residence.
- C) The sales price must be affordable to the new buyer.

- D) Affordability is defined as: Monthly payment for principal, interest, taxes and insurance (PITI) cannot exceed 40% of the purchasers gross annual income.
- E) The seller is entitled to a "fair return" on their investment upon sale of the property. "Fair Return" on investment for purposes of the City's HOME Program includes the homeowner's initial investment (first mortgage, down payment and closing costs) and any documented capital improvements to the property completed after the initial sale.

**Enforcement of the Recapture or Resale Options**

The City will use the following legal instruments to meet and enforce the requirements of the recapture or resale restrictions:

<b>HOME Requirement</b>	<b>Recapture Option</b>	<b>Resale Option</b>
Principal Residence	Deed Restriction & HOME Lien	Deed Restriction & HOME Lien
Affordability Period	Promissory Note & HOME Lien	Deed Restriction & HOME Lien
Repayment of HOME Subsidy	Promissory Note & HOME Lien	Deed Restriction & HOME Lien
Fair Return to Owner	N/A	Deed Restriction & HOME Lien
Affordable Resale Price	N/A	Deed Restriction & HOME Lien
Subsequent Buyer's Income	N/A	Deed Restriction & HOME Lien

\* HOME Lien is a document recorded as a "Rider" with the HOME Program Mortgage securing repayment of the HOME subsidy.

**Matching Funds**

The City of Kenosha intends to satisfy the Federally-mandated match requirements by using a combination of the eligible forms of match outlined in Section 92.220 of the HOME Program regulations. The City and all sub-recipients will document "match" on a per-project basis.

**Funding Reduction and Adjustment Based on Actual HUD Allocation**

If the funding level is more or less than the \$341,645 as indicated in this program description, each program activity will be adjusted by applying the same percent of funding increase or decrease equally to each activity.

**Applicability of this HOME Program Description**

The 2013 HOME Program Description shall supersede any and all previous HOME Program Descriptions in regard to the purposes and use of HOME Program funds.

**Approved by City of Kenosha HOME Program Commission: September 19, 2012**

**Approved by Common Council: November 5, 2012**

**CITY OF KENOSHA HOME SALES POLICY**

Homes for sale through the City of Kenosha HOME Program will be advertised and sold on a first-come-first-served basis.

**Applicant Requirements**

Applicants must meet the following requirements:

- U.S. citizenship or "Qualified Alien" status (as defined by HUD)
- 18 years of age or older
- Must meet the City's income limits for HOME Program
- Cannot own any real estate at time of closing
- Good verifiable credit rating
- Adequate verifiable income to support home ownership
- Must have 3% in funds to be used towards down payment plus closing costs
- Must complete a HUD accredited Homebuyer Counseling Course

When the purchase contract is signed, a \$500 earnest money deposit is required and will be credited toward the down payment. Obtaining first mortgage loan financing from private sources is the responsibility of the applicant.

**FOR FURTHER INFORMATION CONTACT**

Department of Community Development & Inspections  
625 52nd Street, Room 308  
Kenosha, WI 53140  
Phone: 262.653.4030  
Hours: 8:00 A.M. - 4:30 P.M.

**2013 HOME Program Review & Approval Schedule**

<b>Date</b>	<b>Activity</b>
By 10/05/12	Publish Public Notice for City of Kenosha Consolidated Plan/Annual Plan for CDBG and HOME Funds and Activities with a 30 Day Comment Period
11/05/12	Finance Committee Review and Consideration of 2013 Annual Plan/Consolidated Plan and 2013 HOME Program Description (Public Hearing)
11/05/12	Common Council Review and Consideration of 2013 Annual Plan/Consolidated Plan and 2013 HOME Program Description

/u2/accl/cp/ckays/1HOME PROG/2013/PROGRAM DESCRIPTION/2013-HOMEProg-Descip-final-022713.odt



**Bartender License**

**Police Record Report**

APPLICANT INFORMATION			
Application Date	Name of Applicant	Applicant Date of Birth	Applicant License Status
2/5/2013	Macara S. Todd	9/13/1988	Valid
Police Precinct	Address of Applicant	Household License Status	Applicant License Status
N870	7852-18th Avenue	Not Listed	Not Listed

DATE OF CHARGE	OFFENSE	CASE STATUS	WAS THIS CHARGE REPORTED TO THE POLICE	POINTS
12/9/2009	LICENSE NOT ON PERSON	GUILTY	Y	20
8/12/2008	RETAIL THEFT \$1-49	DISPO PENDING	Y	20

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	40	
Were all offenses listed on the application?	Y	
<b>TOTAL DEMERIT POINTS</b>	<b>40</b>	

CITY ATTORNEY'S COMMENTS

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

**Taxi Driver's License**

**Police Record Report**

APPLICANT INFORMATION			
DATE OF APPLICATION	NAME OF APPLICANT	APPLICANT DOB (MM/DD/YY)	STATUS
1/28/2013	Michael A. Werwie	6/11/1969	Valid
ADDRESS (NUMBER)	ADDRESS (STREET)	SUBURBY (CITY/TOWNSHIP/BOULEVARD)	CITY/STATE/ZIP
N130054	514-57th Street ✓	Not Listed	Not Listed

DATE OF CHARGE	OFFENSE	CASE STATUS	POINTS	REMARKS
9/9/2010	COMPULSORY NO INSURANCE	GUILTY	N	N/A
12/24/2010	INATTENTIVE DRIVING V711908	GUILTY	N	20
2/13/2012	FAILURE TO OBEY SIGN/SIGNAL P708215	GUILTY	N	20
12/23/2011	BATTERY, OTHER 2011CF1228 Misdemeanor	GUILTY/REDUCE CHG	Y	20
12/23/2011	OBSTRUCT. AN OFFICER 2011CF1228 Misdemeanor	GUILTY-NO CONTEST	N	20
8/3/2010	DISORDERLY CONDUCT 2010FO1194	GUILTY-NO CONTEST	Y	20

OFFENSES AND DEMERIT POINTS		
Offense Demerit Points	100	
Were all offenses listed on the application?	Y	
<b>TOTAL DEMERIT POINTS</b>	<b>100</b>	

APPLICANT 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) and False Application
<input type="checkbox"/>	DEFER or GRANT subject to Non-Renewal Revocation due to False Application

License Number N130057 Date Granted \_\_\_\_\_

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

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

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

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

<u>Werwic</u>	<u>Michael</u>	<u>A</u>
Last Name	First Name	Middle Initial
<u>514-57<sup>ST</sup></u>	<u>Kenosha Wis</u>	<u>53140</u>
Address	City	State
<u>6-11-69</u>	<u>W600-5416-9211-04</u>	<u>6-11-2017</u>
Date of Birth	State of Wisconsin Driver's License Number and Expiration Date (Required)	

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

- 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: 8/3/10 DISORDERLY CONDUCT  
12/23/11 OBSTRUCTING  
12/23/11 BATTERY
- Have you, as an adult, ever served time, or been sentenced to serve time, in a jail or prison in Wisconsin or in any other state?  Yes  No If yes, please explain: \_\_\_\_\_
- Have you ever had your driver's license suspended or revoked in Wisconsin or in any other state?  Yes  No If yes, please explain: \_\_\_\_\_
- 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: 9/9/10 COMPULSORY NO INSURANCE  
12/24/10 INATTENTIVE DRIVING  
2/13/12 FAILURE TO OBEY SIGN/SIGNAL
- 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.)

FAIR OAKS FARM 1000 - 95 ST  
MY WAY CAB'S 6005 - 29 AV  
KENO LAB'S 5107 - 28 AV

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

514 - 57 ST KENOSHA

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

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

Michael A. Wersace

SIGNATURE

2-19-13

DATE

**APPLICANTS PLEASE READ**

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

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

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

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

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

**Taxi Driver License**

**Police Record Report**

APPLICANT INFORMATION			
DATE OF APPLICATION	NAME OF APPLICANT	APPLICANT'S BIRTH DATE	STATUS OF LICENSE
2/6/2013	John W. Tyler	5/7/1957	Valid
APPLICANT'S ADDRESS	CITY OF APPLICANT	APPLICANT'S SOCIAL SECURITY NUMBER	APPLICANT'S MARITAL STATUS
N56	6212-11th Avenue ✓	Not Listed	Not Listed

DATE OF OFFENSE	OFFENSE	STATUS	ADULT	POINTS
8/11/2008	LICENSE NOT ON PERSON	GUILTY	Y	20
9/27/2008	NO OR IMPROPER LIGHTS	GUILTY	Y	10
11/15/2010	COMPULSORY, NO INSURANCE	GUILTY	Y	
6/4/2009	CHILD ABUSE-FELONY	GUILTY	Y	100
6/4/2009	DC/PERSON	GUILTY	Y	25
1/9/2002	FALSE IMPRISONMENT-FELONY	GUILTY	Y	100

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	255	
Were all offenses listed on the application?	Y	
<b>TOTAL DEMERIT POINTS</b>	<b>255</b>	

CITY ATTORNEY'S COMMENTS	

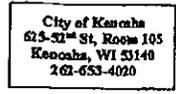
FINAL RECOMMENDATION	
<input type="checkbox"/>	GRANT, Subject to <input type="checkbox"/> Demerit Points
<input checked="" type="checkbox"/>	DENY, based on material police record (substantially related to the license activity)
<input type="checkbox"/>	DEFER or GRANT subject to Non-Renewal Revocation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

FOR OFFICE USE ONLY:

License Number 130056 Date Granted \_\_\_\_\_ Date Issued \_\_\_\_\_

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

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



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

TYLER JOHN W.  
Last Name First Name Middle Initial  
6212 11<sup>th</sup> Ave Kenosha WI 53143 262-798-6524  
Address City State Zip Phone Number  
5/7/57 T460-4795-7467-02 EXP: 05-07-2015  
Date of Birth State of Wisconsin Driver's License Number and Expiration Date (Required)

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

- 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: CHILD ABUSE Felony - 6/4/2009 - GUILTY - D/C PERSON - 6/4/2009 - GUILTY - 6/24/2002 - FALSE IMPRISONMENT Felony - GUILTY
- 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: KENOSHA COUNTY JAIL 1987-2009. WIS STATE DEPARTMENT OF CORRECTIONS, 6 TIMES 1981-2004.
- Have you ever had your driver's license suspended or revoked in Wisconsin or in any other state?  Yes  No If yes, please explain: FAILURE to pay fine, 2007, 2008 For operating while suspended.
- 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: GPV - 1/25/2008 - GUILTY. LICENSE NOT ON PERSON 8/11/2008 GUILTY. No or Improper LIGHTS 9/27/2008 - GUILTY. Compulsory INSURANCE 11/15/2010 - GUILTY.
- 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: \_\_\_\_\_

-OVER-

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.)  
HARVIN PERSIMME / 625 57<sup>th</sup> ST KENOSHA, WI. JOHN HANN WINDOW/WASHING  
1725 60<sup>th</sup> St KENOSHA, WI. KAC 1219 79<sup>th</sup> St KENOSHA, WI. LABOR SOLUTIONS  
5803 52<sup>nd</sup> St KENOSHA, WI. STAFF FORCE 3818 60<sup>th</sup> St KENOSHA, WI.

7. List all addresses at which you have lived in the past five years:  
6212 11<sup>th</sup> Ave KENOSHA, WI. 6928 63<sup>rd</sup> STREET, KENOSHA, WI  
6332 12<sup>th</sup> Ave KENOSHA, WI. 4710 29<sup>th</sup> Ave KENOSHA, WI

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

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

John W. Lyle  
SIGNATURE

2/6/2013  
DATE

**APPLICANTS PLEASE READ**

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

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

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

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## RECORD CHECK REPLY FORM

NAME: TYLER, JOHN

DOB: 05/07/1957

SEX: M

TYPE

ARR-DATE	AGENCY	ARREST OFFENSE	DISPOSITION
12/15/1992	KPD	P & P VIOLATIONS	PENDING
12/06/2001	KPD	DC/DOM ABUSE	DISPOSITION PENDING
12/06/2001	KPD	P & P VIOLATIONS	CUSTODY ONLY (1)
01/07/2002	KPD	PROWLER	FOUND GUILTY (2)
01/07/2002	KPD	P & P VIOLATIONS	CUSTODY ONLY (1)
01/09/2002	KPD	AGG ASLT/HANDS, FEET, ETC	DISPOSITION PENDING
01/09/2002	KPD	FALSE IMPRISONMENT	DISPOSITION PENDING
01/09/2002	KPD	THREATS/INTIMIDATION	DISPOSITION PENDING
02/09/2006	KSD	DRUG/PARAPHERNALIA SELL/P	FOUND GUILTY (2)
02/09/2006	KSD	P&P VIOLATIONS	CUSTODY ONLY (1)
07/22/2006	KPD	P & P VIOLATIONS	CUSTODY ONLY (1)
10/07/2006	KPD	P & P VIOLATIONS	CUSTODY ONLY (1)
11/17/2006	KPD	P & P VIOLATIONS	CUSTODY ONLY (1)
06/04/2009	KPD	CHILD ABUSE	FOUND GUILTY (1)
06/04/2009	KPD	DC/PERSON	FOUND GUILTY (1)
06/04/2009	KPD	BATTERY/SIMPLE ASLT	DISMISSED (1)

## CAUTION IS RECOMMENDED IN THE USE OF THIS REPORT:

1) The accuracy of the information listed is subject to the data entry process, therefore inadvertent errors may exist. 2) Information listed is only as current as is on the computer. 3) THE INFORMATION LISTED MAY NOT REFLECT THE ACTUAL COURT CHARGES AND/OR DISPOSITIONS. 4) Wisconsin Laws prohibit discrimination based on arrest/conviction records (see WI Statute Sec. 111.335).

No wants CIB \_\_\_\_\_ No record located in Central Records \_\_\_\_\_

No wants NCIC \_\_\_\_\_

Completed by: CJR507

Date: 12/05/2012

Prepared for: \_\_\_\_\_

## PLEASE NOTE:

Based on limited information provided, this may not be the record requested.

Revised 01/02/2000

## RECORD CHECK REPLY FORM

NAME: TYLER, JOHN

DOB: 05/07/1957

SEX: M

TYPE

ARR-DATE	AGENCY	ARREST OFFENSE	DISPOSITION
06/04/2009	KPD	THREATS/INTIMIDATION	DISMISSED (1)

CIT-DATE	AGENCY	CITATION CHARGE	DISPOSITION
05/28/1990	KPD	FTS STOP SIGN STATE (1)	FOUND GUILTY (2)
05/28/1990	KPD	H/R ATT VEH STATE	DISMISSED BY COURT
03/07/1991	KPD	OAR/OAS STATE (2)	FOUND GUILTY (2)
06/15/2007	KPD	FTS STOP SIGN STATE (2)	FOUND GUILTY (1)
06/15/2007	KPD	OAS STATE	FOUND GUILTY (1)
11/24/2007	KPD	LIC RES VIO STATE	FOUND GUILTY (1)
01/25/2008	KPD	VIOL INSTRUCT PERMIT STATE	FOUND GUILTY (1)
08/11/2008	KSD	OPERATING WHILE SUSPENDED	GUILTY DUE TO NO CON
08/11/2008	KSD	VEHICLE OPERATOR FAIL/WEAR SEAT BELT	DISMISSED/PR MOTION
03/09/2009	KSD	DISPLAY UNAUTH. VEH. REGISTRATION PLA	DISMISSED/PR MOTION
11/15/2010	KPD	OPERATE WITHOUT INSURANCE	FOUND GUILTY (1)

NO WARRANT ON FILE

## CAUTION IS RECOMMENDED IN THE USE OF THIS REPORT:

1) The accuracy of the information listed is subject to the data entry process, therefore inadvertent errors may exist. 2) Information listed is only as current as is on the computer. 3) THE INFORMATION LISTED MAY NOT REFLECT THE ACTUAL COURT CHARGES AND/OR DISPOSITIONS. 4) Wisconsin Laws prohibit discrimination based on arrest/conviction records (see WI Statute Sec. 111.335).

No wants CIB \_\_\_\_\_ No record located in Central Records \_\_\_\_\_

No wants NCIC \_\_\_\_\_

Completed by: CJR507

Date: 12/05/2012

Prepared for: \_\_\_\_\_

## PLEASE NOTE:

Based on limited information provided, this may not be the record requested.

Revised 01/02/2000

search calendar pay fees online reports help view cart (0 items)

Case Search Results

You searched for: Party Name tyler, john ; Birth Date 05-07-1957

NOTE: When DOB is used as a search criteria, search will return all records that match all other search criteria with and without DOB  
Displaying records 1 to 25 of 26

Click column headers to sort

What is RSS? RSS

Felony

Misc

Felony

Misc

Case Number	Filing Date	County Name	Case Status	Name	Date of Birth	Caption
<a href="#">2011CV000934</a>	08-26-2011	Sheboygan	Open	Tyler, John N	-	Wells Fargo Bank NA vs. John N Tyler et al
<a href="#">2010SC000554</a>	04-05-2010	Jefferson	Closed	Tyler, John L.	-	Waukesha Memorial Hospital vs. John L. Tyler
<a href="#">2009WL000028</a>	02-11-2009	Wood	Filed Only	Tyler, John William	-	In the Matter of John William Tyler
<a href="#">2009TR003402</a>	04-24-2009	Kenosha	Closed	Tyler, John W	05-1957	Kenosha County vs. John W Tyler
<a href="#">2009CV001292</a>	09-02-2009	Walworth	Closed	Tyler, John Doe	-	U.S. Bank National Association vs. Christopher Buttleman et al
<a href="#">2009CF000618</a>	06-05-2009	Kenosha	Closed	Tyler, John W.	05-07-1957	State of Wisconsin vs. John W. Tyler
<a href="#">2008TR007613</a>	10-20-2008	Kenosha	Closed	Tyler, John W	05-1957	State of Wisconsin vs. John W Tyler
<a href="#">2008TR007612</a>	10-20-2008	Kenosha	Closed	Tyler, John W	05-1957	State of Wisconsin vs. John W Tyler
<a href="#">2008TR006602</a>	09-19-2008	Kenosha	Closed	Tyler, John W	05-1957	Kenosha County vs. John W Tyler
<a href="#">2008TR006601</a>	09-19-2008	Kenosha	Closed	Tyler, John W	05-1957	Kenosha County vs. John W Tyler
<a href="#">2008SC005632</a>	12-10-2008	Kenosha	Closed	Tyler, John W	-	Wisconsin Electric Power Co vs. John W Tyler et al
<a href="#">2006CM000258</a>	02-10-2006	Kenosha	Closed	Tyler, John W.	05-07-1957	State of Wisconsin vs. John W. Tyler
<a href="#">2005SC001183</a>	01-14-2005	Milwaukee	Closed	Tyler, John	-	Childrens Hospital of Wis vs. Candyce Tyler et al
<a href="#">2003SC010892</a>	04-25-2003	Milwaukee	Closed	Tyler, John	-	Childrens Hospital of Wis vs. Candyce Tyler et al
<a href="#">2002PR000573</a>	05-23-2002	Dane	Closed	Tyler, John W.	-	In the Estate of Ruth S. Butler Revocable Trust
<a href="#">2002CF000256</a>	03-01-2002	Kenosha	Closed	Tyler, John W	05-07-1957	State of Wisconsin vs. John W Tyler
<a href="#">2001WL000015</a>	01-08-2001	Rock	Filed Only	Tyler, John N.	-	In the Matter of John N. Tyler
<a href="#">2001CM002104</a>	12-12-2001	Kenosha	Closed	Tyler, John W	05-07-1957	State of Wisconsin vs. John W Tyler
<a href="#">1994SC002825</a>	05-10-1994	Sheboygan	Closed	Tyler, John	-	Rohde Dales Melzer TeWinkle vs John Tyler
<a href="#">1994SC000637</a>	06-27-1994	Washington	Closed	Tyler, John L.	-	West Bend Dental Center vs John L. Tyler
<a href="#">1994SC000136</a>	02-02-1994	Jefferson	Closed	Tyler, John	-	Riverside Telecom vs John Tyler & Retha Gardipee
<a href="#">1993SC001085</a>	08-04-1993	Jefferson	Closed	Tyler, John	-	Watertown Daily Times vs John Tyler
<a href="#">1992CM001709</a>	12-16-1992	Kenosha	Closed	Tyler, John	05-07-1957	State of Wisconsin vs. John Tyler
<a href="#">1986FA000485</a>	10-08-1986	Jefferson	Closed	Tyler, John L.	-	Joyce Tyler vs John L. Tyler
<a href="#">1985SC001835</a>	12-04-1985	Jefferson	Closed	Tyler, John	-	Fort Atkinson Memorial Hosp vs John Tyler

First Back [Return to Search Form](#) [Next](#) [Last](#)

1 961.573(1) Possess Drug Paraphernalia Misd. U 02-09-2006 Guilty on 03-16-2006

On 03-16-2006 there was a finding of:

<b>Action</b>	<b>Court Official</b>
Guilty / No Contest	Bastianelli, David

On 03-16-2006 the following was ordered:

<b>Sentence</b>	<b>Time</b>	<b>Begin Date</b>	<b>Notes</b>
Forfeiture / Fine			
DOT License Suspended	6 Months		

Total Receivables

Court Assessments	Adjustments <sup>3</sup>	Paid to the Court	Probation/Other Agency Amount <sup>4</sup>	Balance Due to Court	Due Date <sup>5</sup>
\$ 224.00	\$ 0.00	\$ 12.00	\$ 0.00	\$ 212.00	04-17-2006

<sup>1</sup> The designation listed in the Race field is subjective. It is provided to the court by the agency that filed the case.

<sup>2</sup> Non-Court activities do not require personal court appearances. For questions regarding which court type activities require court appearances, please contact the Clerk of Circuit Court in the county where the case originated.

<sup>3</sup> Includes collection agency fees; bankruptcy discharge of debt; Department of Revenue collection fees; and forgiven debts due to indigence, death, time served, or community service.

<sup>4</sup> Some amounts assessed by the courts are collected by the Department of Corrections or other agencies. This column is rarely updated by the courts and may be less than the actual amount owed.

<sup>5</sup> For cases with multiple assessments, the due date represents the assessment with the latest date.

<sup>6</sup> Your payment may not be processed immediately.

## Wisconsin Circuit Court Access (WCCA)

State of Wisconsin vs. John W. Tyler

Kenosha County Case Number 2009CF000618

The defendant John W. Tyler was found guilty of the following charge(s) in this case.

- Child Abuse-Recklessly Cause Harm, a class I felony, Wisconsin Statutes 948.03(3)(b).
- Disorderly Conduct, a class B misdemeanor, Wisconsin Statutes 947.01.

**Notice to employers:** It may be a violation of state law to discriminate against a job applicant because of an arrest or conviction record. Generally speaking, an employer may refuse to hire an applicant on the basis of a conviction only if the circumstances of the conviction substantially relate to the particular job. For more information, see [Wisconsin Statute 111.335](#) and the Department of Workforce Development's [Arrest and Conviction Records under the Law](#) publication.

**Wisconsin Circuit Court Access (WCCA)**  
**State of Wisconsin vs. John W Tyler**  
**Kenosha County Case Number 2002CF000256**

The defendant John W Tyler was found guilty of the following charge(s) in this case.

- False Imprisonment, a class E felony, Wisconsin Statutes 940.30.

Charge(s) in this case were read in to this or other case(s). A "read in" charge is a charge that is dismissed as part of a plea agreement, however:

- The defendant agrees to have the court consider the charge(s) when sentencing for another crime, under Wis. Stats. 973.20(1g)(b); and
- The defendant cannot be prosecuted for these charge(s) in the future.

**Notice to employers:** It may be a violation of state law to discriminate against a job applicant because of an arrest or conviction record. Generally speaking, an employer may refuse to hire an applicant on the basis of a conviction only if the circumstances of the conviction substantially relate to the particular job. For more information, see [Wisconsin Statute 111.335](#) and the Department of Workforce Development's [Arrest and Conviction Records under the Law](#) publication.

# John W. Tyler

6212 11<sup>th</sup> Avenue, Kenosha, Wisconsin 53143 (262) 748-6524

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Seeking full-time employment as a laborer, forklift operator, line, warehouse worker or related position.

## Skills and Qualifications

### EXPERIENCE

- 06/2012 – 09/2012 Halpin Personnel, 625 57th St # 100, Kenosha, WI, (262) 658-2996**  
**Laborer/Light Industrial Worker**  
Worked in a variety of light industrial assignments.
- 04/2011 – 11/2011 John Horn Window Washing, Kenosha, WI**  
Window Washer/Laborer  
Worked on a variety of commercial and residential projects in Kenosha/Racine
- 12/2009 – 04/2010 Kenosha Achievement Center 1218 79<sup>th</sup> Street, Kenosha, WI (262) 658-9636**  
**Light Industrial Worker**  
Worked in the light industrial area, operated cardboard baler, prepared pallets and prepared parts for shipping.
- 06/2009 – 12/2009 Labor Solutions 5803 52nd Street Kenosha, WI 53144**  
**Material Handler/Line Worker**  
Worked at Arvado Video – packaging electronics parts, preparing materials for shipping.
- 04/2008 – 12/2008 Staff Force 3818 60th Street Kenosha, WI 53144 (262) 786-6690**  
**Line Worker**  
Worked at Fair Oaks Farm, folding boxes and packaging meat products.
- 2005 – 2008 Staffing Partners 3009 Roosevelt Road, Kenosha, WI (262) 925-1006**  
**Line Worker/Material Handler**  
Packaged meat products, general cleaning of facility, preparing product for shipment
- 2001 – 2004 Midwest Silt Fencing 7616 38<sup>th</sup> Street, Kenosha, WI 53144 (262) 654-2224**  
**Laborer**  
Installed silt (erosion control) fencing at construction sites.

### EDUCATION

**High School Equivalency Diploma, State of Wisconsin**

State of Wisconsin vs. John W. Tyler

Notice of Hearing

Case No.: 2009CF000618  
DA Case No.: 2009KN003372

JOHN W. TYLER  
6332 12TH AVENUE UPPER  
KENOSHA WI 53143

This case is scheduled for: **Probation review hearing**

Date 10-25-2012	Time 08:30 am	Location (Include Room Number) Room 336, Courthouse 912 - 56th Street 912 56th St Kenosha WI 53140
Court Official Jason A. Rossell, Judge		
Re 1 - Child Abuse-Recklessly Cause Harm 2 - Disorderly Conduct		

This matter will not be adjourned by the court except upon formal motion for good cause or with the specific approval of the court upon stipulation by all parties.

**If you require reasonable accommodations due to a disability, in order to participate in the court process, please call 262-653-2664 at least 10 working days prior to the scheduled court date. Please note that the court does not provide transportation.**

Kenosha County Circuit Court  
Date: October 19, 2012

**Distribution:**

Court Original  
Annie Jay  
John W. Tyler  
Nunzio Covelli

TO WHOM IT MAY CONSERN:

I HAVE KNOWN JOHN TYLER FOR OVER 40 YEARS AND HE'S ALWAYS HAD HIGH WORK-ETHIC. NO MATTER WHERE HE HAS BEEN EMPLOYED. JOHN HAS MAINTAINED A CONGENIAL PERSONALITY THAT EMBRACES PEOPLE. WITH HIS EXEMPLARY CHARACTER, I WOULD RECOMMEND JOHN TYLER FOR THIS POSITION. FUTHERMORE, HE WOULD BE DYNAMIC ASSET TO YOUR COMPANY.

SINCERELY,

MINISTER STEIVE INGRAM

262-358-2335

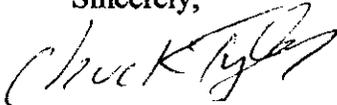
1-17-2013

To Whom It May Concern:

John Tyler is my nephew and I have been in his life since birth. I have witnessed Johnny regenerate over the years through trials and tribulations to be better. Johnny is a person you can depend on with loyalty, dedication and energy. Johnny will be punctual, dependable and carry out job responsibilities to your expectation.

I would hire Johnny within a heart beat because I believe he would not let me down. Johnny has grown to be a special person in my life. I am the former Director of the Parks, Recreation and Cultural Services Department in Racine, WI. I also served on the Police and Fire Commission. I can be reached at 1027 Perry Avenue, Racine, WI 53406. My telephone number is 262-634-1786. Please call me if you have any questions.

Sincerely,



Chuck Tyler

3

Ruffalo & Ehlen Used Cars  
1023 – 63<sup>rd</sup> Street  
Kenosha, WI 53143

January 15, 2013

To Whom It May Concern:

I've know John Westley Tyler for many years and he has worked for me for quit awhile and he is trustworthy and honest employee. He is very good with the customers. What ever duties you ask him to perform he does it without delay.

Whoever hires John in the future will have no problem with him. He is always on time and ready to work.

If you have any questions pleas contact me at: 262-652-2218.

Yours truly,

Tony Ruffalo





**Scott Walker**  
Governor

**Edward F. Hall**  
Secretary

Mailing Address  
Division of Community Corrections  
1212 - 60<sup>th</sup> Street  
Kenosha, WI 53140  
Phone (262) 653-7150  
FAX (262) 653-7074

4

## State of Wisconsin Department of Corrections

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01-25-13

To Whom It May Concern:

John W. Tyler was placed on Probation Supervision on 11-18-09 for Physical Abuse of a Child and Disorderly Conduct. He was placed on probation for three years. I was transferred his case on 06-07-12. He was cooperative with reporting as required. He maintained a stable residence and complied with home visits. Mr. Tyler did not have any documented violations during the time I supervised him. He maintained his appointments and would comply with requirements placed on him. Mr. Tyler completed his supervision on 11-18-12 and discharged off supervision. If you have any questions, feel free to contact me at 262-653-7256.

Sincerely,

*Nunzio Covelli*  
Agent Nunzio Covelli

#87

11 January 2013

To Whom It May Concern:

John Tyler has been a resident of Kenosha for over 50 years. His knowledge and dedication to the city is commendable. I have known John for over 40 years. He has been a concerned, caring and instructive person to be around.

His willingness to listen to personal issues and give historical pertinent advice to individuals will certainly offer positive contributions to this community as a taxi driver. I envision him having the same positive impact that Pepi of Pepi's cabs had in this community some years ago.

Sincerely,

  
Audrian Stacey Brown

Past Master Joppa Lodge #9

# You Community

## REST DONATION



Submitted photo

**Donna Bumpus, director of the Racine Emergency Shelter Taskforce program,** recently received a check for \$200 that was donated through fund-raising efforts of inmates at Racine Correctional Institution. Presenting the check to Bumpus, from left, are inmates John Tyler, Elijah Broyle, John Morales, Bumpus, Richard Schacht, Raymond Rosa and Craig Felton. Racine Correctional Institution inmates made donations during a recent talent contest with proceeds going to the aid of less fortunate members of our community. "This comes at a time when we have a very high demand for services and this donation will certainly be put to good use," Bumpus said.

*Mon, Jan 5, 2004*



Inmates enjoy a performance during the talent contest.

## ROCKIN' JAILHOUSE FOR CHARITY



Common Council Agenda Item C.3.

GARY PORTER / GPORTER@JOURNALSENTINEL.COM

John Tyler loses his glasses while playing



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

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

1. Applicant Name KATHLEEN Meyer Business Name Culinary Infusion

2. Property Information: Address 4902-4904 7th Avenue Owner CIRCA 1880, LLC

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

3. Square footage of building 5600 sq. ft. Assessed value of property \$ 140,000.00

4. Assessed value of personal property (furniture, fixtures, equipment to be used in the business) \$ 70,000.00 (app)

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

Number of Full Time Employees 5 Number of Part Time Employees 20

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

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

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

BEER \$ 7000.00

LIQUOR \$ 8000.00

FOOD \$ 16000.00

OTHER (specify) \_\_\_\_\_

TOTAL GROSS MONTHLY REVENUE \$ 31,000.00

(OVER)

Applicant Name: KATHLEEN MEYER Business Name: Culinary Infusion  
Property Information: Address: 4902-4904 7th Avenue Owner: CIRCA 1880 LLC

8. Explain how the issuance of this license will benefit the City: Bringing increased business to downtown Kenosha

9. Explain why the business will have a substantial positive impact upon the surrounding properties: Hotels and small restaurants/food establishments will benefit from increased pedestrian traffic in area.

10. Explain why the business have a significant, positive influence on the City economy: Increase tax base and generate downtown revenue.

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

12. List other factors the Common Council should consider: in business in Kenosha since 1969.

Applicant's Signature Kathleen Meyer

LICENSE SURRENDER

STATE OF WISCONSIN

KENOSHA COUNTY } SS

L & M Meats, Inc.

(Individual/Partners/Corporation Name)

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

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

Affiant will surrender said license #(s) 15450-130124-201 to the City Clerk.

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

Culinary Infusion

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

Affiant will surrender said license(s) # 15450-130124-201, to the City Clerk

prior to the time a license is issued to Culinary Infusion

and provide further that a license is granted to Dorthea Meyer the person herein designated.

Dorthea M. Meyer  
Individual/Partner/President of Corporation

[Signature]  
Partner/Corporate Officer

Subscribed and sworn to before me this 5<sup>th</sup> day of February, 2013

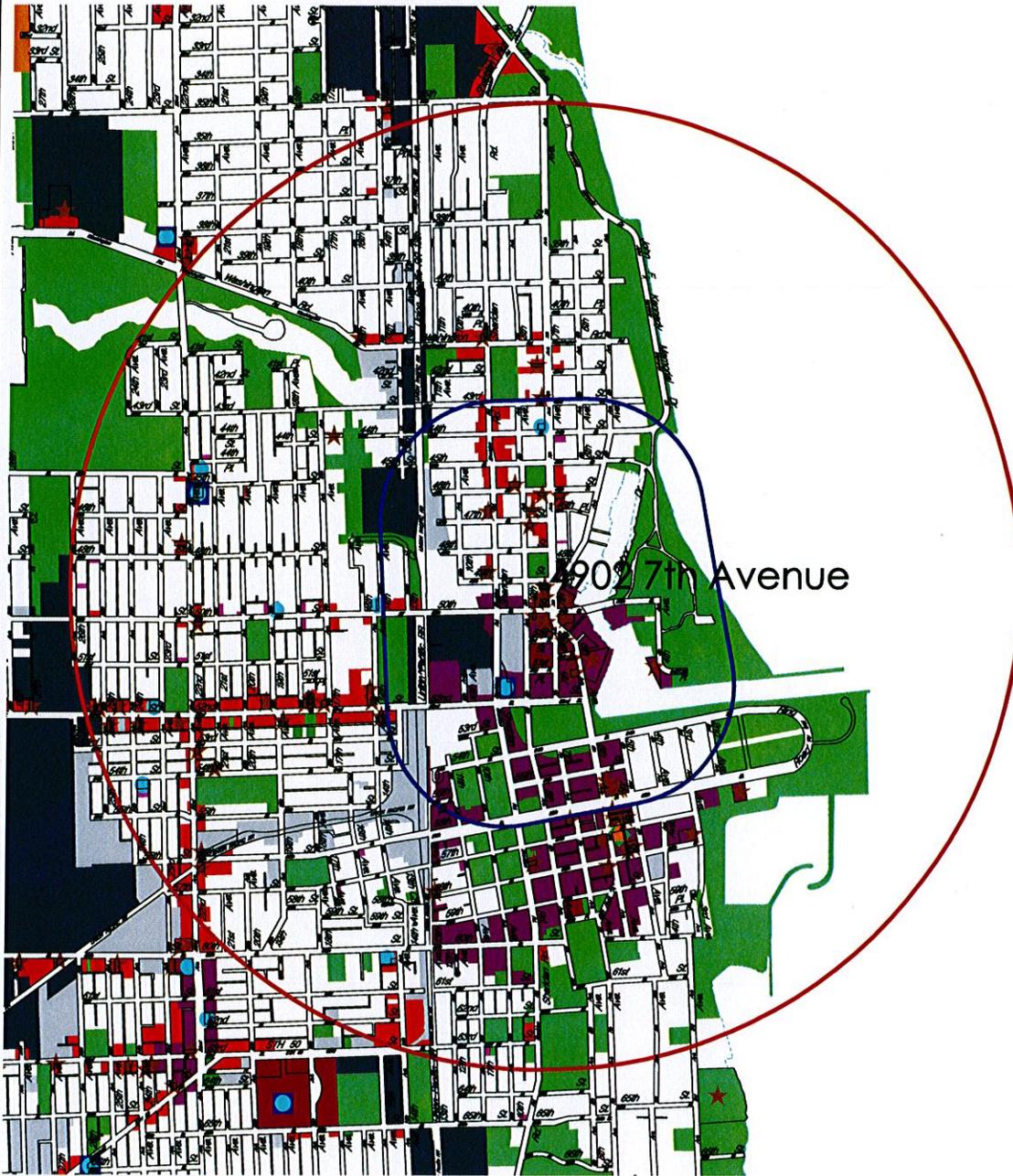
[Signature]  
Notary Public

Kenosha County, Wisconsin

My Commission Expires: 3/15/15

# City of Kenosha

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



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

Note: Residential Districts are not colored.

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

— 5,280 ft from Applicant

— 6 blocks from Applicant

5,280 ft Radius	Class				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	Class C
Residential Districts	0	0	0	4	0
Business Districts	9	2	1	59	1
Other Districts	0	0	0	0	0

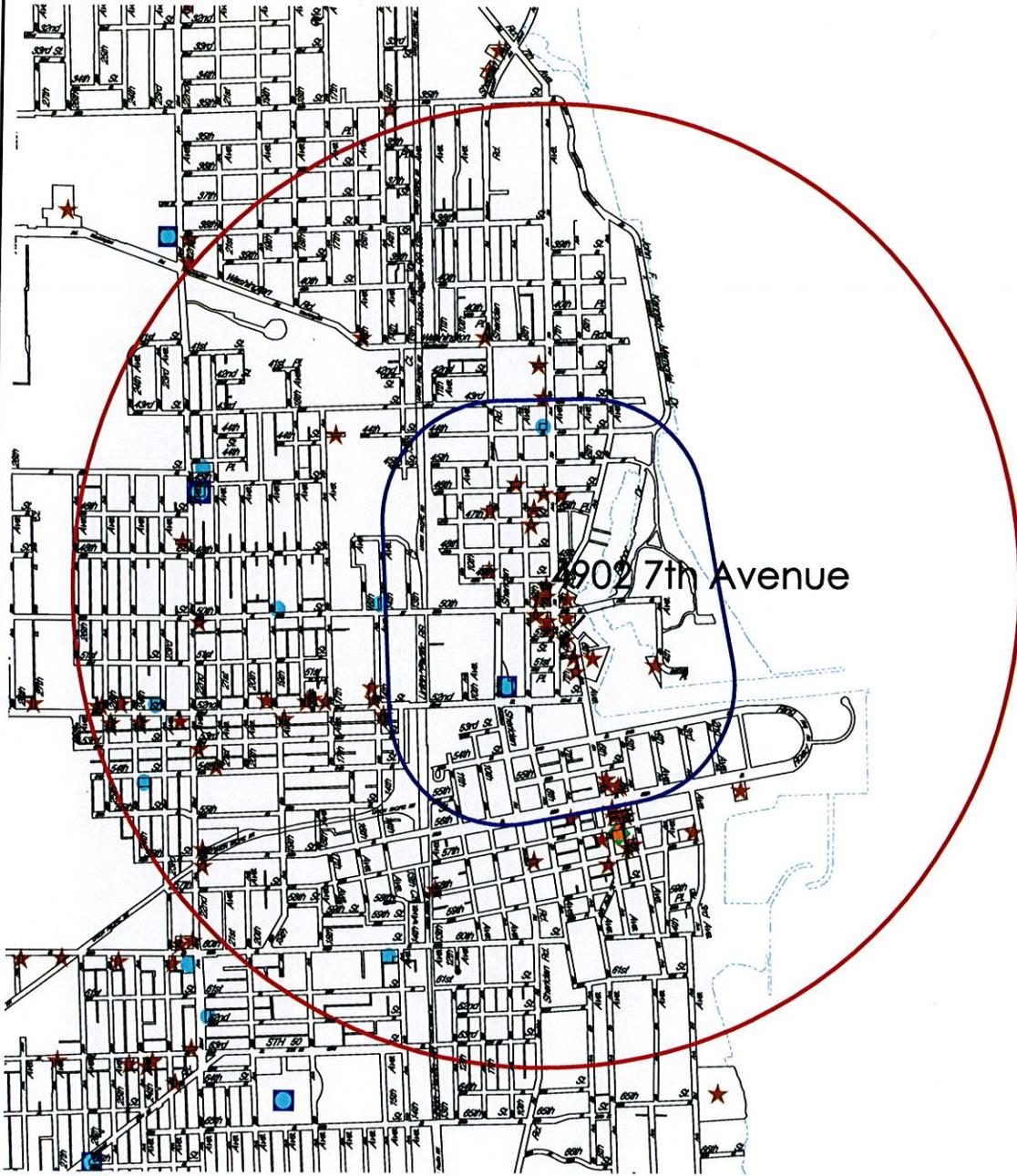
6 Block Radius	Class				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	Class C
Residential Districts	0	0	0	1	0
Business Districts	2	1	0	24	0
Other Districts	0	0	0	0	0

North



# City of Kenosha

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



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

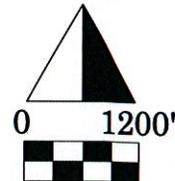
— 5,280 ft from Applicant

— 6 blocks from Applicant

5,280 ft Radius	Class				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	4	0
Business Districts	9	2	1	59	1
Other Districts	0	0	0	0	0

6 Block Radius	Class				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	1	0
Business Districts	2	1	0	24	0
Other Districts	0	0	0	0	0

North



APPLICATION FOR YEARLY CABARET LICENSE

E-MAILED FEB - 6 REC'D

CITY OF KENOSHA

NOTE: ALLOW 15 DAYS FOR PROCESSING & APPROVAL

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

Type: 212-Yearly (lavender) Expires: June 30th \$300.00/Year

Date of Application 2-5-13 Contact Phone Number 262-945-5978 District

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

2. Business Name & Address Culinary Infusion 4902 Seventh Ave

3. If license is in the name of a Corporation or LLC, Agent Name Kathleen M. Meyer

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

4. Date of Birth of Agent (if Corporation/LLC) or Individual 10-10-56

5. Address 8483 Northview Dr Pleasant Prairie, WI 53158

6. Driver's License Number: 97600-5135-6870-07 (MUST INDICATE IF THIS IS NOT A WISCONSIN DL)

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

8. Have you, as an adult, ever been convicted of violating a municipal or county ordinance in Wisconsin or in any state, or do you have such a charge pending at this time? No If yes, state charge and year offense committed or alleged to be committed, and disposition:

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

-OVER-

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

Yes  No If yes, explain:

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

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

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

HMM Meats, Inc Same

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

Same

Applicant's Signature

[Handwritten Signature]

Date:

2-5-13

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

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

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

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

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

§1.225 ADMINISTRATIVE CHARGE FOR PROCESSING LICENSE/PERMIT APPLICATIONS

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

# ORIGINAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning \_\_\_\_\_ 20 \_\_\_\_\_  
ending June 30, 20 13

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

County of Kenosha Aldermanic Dist. No. 6 (if required by ordinance)

1. The named  INDIVIDUAL  PARTNERSHIP  LIMITED LIABILITY COMPANY  
 CORPORATION/NONPROFIT ORGANIZATION  
hereby makes application for the alcohol beverage license(s) checked above.

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

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>MS. JADEEP KAUR</u>	<u>3123 S. BRISBANE AVE, MILWAUKEE</u>	<u>53207</u>
Vice President/Member			
Secretary/Member			
Treasurer/Member			
Agent	<u>MS. JADEEP KAUR</u>	<u>3123 S. BRISBANE AVE, MILWAUKEE</u>	<u>53207</u>
Directors/Managers			

3. Trade Name GRACE CITY Business Phone Number 262-656-1997  
4. Address of Premises 4433 2ND AVE Post Office & Zip Code KENOSHA 53140

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period?  Yes  No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant?  Yes  No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business?  Yes  No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date 12/01/05 of registration.  
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company?  Yes  No  
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin?  Yes  No

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

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

10. Legal description (omit if street address is given above): \_\_\_\_\_
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Class "A" Beer  Yes  No  
(b) If yes, under what name was license issued? PARAMVIR INC.
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8894]  Yes  No
13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (800) 266-2776]  Yes  No
14. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor?  Yes  No

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

**SUBSCRIBED AND SWORN TO BEFORE ME**

this 25 day of June, 2013  
Adit M. ... (Clerk/Notary Public)  
Jaideep Kaur (Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)  
My commission expires 12-31-2013  
... (Officer of Corporation/Member/Manager of Limited Liability Company/Partner)  
... (Additional Partner/Member/Manager of Limited Liability Company if Any)

Applicant's Wisconsin Seller's Permit Number: <u>456-1026307654</u> 03	
Federal Employer Identification Number (FEIN): <u>20-3873687</u>	
LICENSE REQUESTED	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Wholesale beer	\$
<input type="checkbox"/> Class C wine	\$
<input checked="" type="checkbox"/> Class A liquor	\$ <u>206.00</u>
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
Publication fee	\$ <u>46.00</u>
<b>TOTAL FEE</b>	\$ <u>254.00</u>

**TO BE COMPLETED BY CLERK**

Date received and filed with municipal clerk: <u>1-16-13</u>	Date reported to council: _____	Date provisional license issued: _____	Signature of Clerk / Deputy Clerk: <u>...</u>
Date license granted: _____	Date license issued: _____	License number issued: _____	

**CITY OF KENOSHA STATEMENT OF ECONOMIC IMPACT  
APPLICATION FOR A NEW "CLASS A" RETAIL LIQUOR LICENSE**

1. Applicant Name JAGDEEP KAUR Business Name PARAMVIR INC.

2. Property Information: Address 4433 22ND AVE Owner JASWANT ARORA

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

Square footage of building 4 Assessed value of property 840,000

3. Assessed value of personal property (furniture, fixtures, equipment to be used in the business) 15000

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

Number of Full Time Employees 2 Number of Part Time Employees 1

5. Is Premises physically closed to customers during the hours that the sales of Class A Liquor beverages are not permitted? Yes or No

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

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

BEER 15% 15000

LIQUOR 0

FOOD 30% 30000

OTHER (specify) 55% GASOLINE / LOTTERY 55000

TOTAL GROSS MONTHLY REVENUE 100,000

7. Explain how the issuance of this license will benefit the City: WILL GENERATE MORE TAXABLE REVENUE & APPRECIATE THE PROPERTY VALUE.

8. List other factors the Common Council should consider: ONE STOP CONVENIENCE TO SURROUNDING CUSTOMERS.

Answers to the following questions will be considered by Common Council to determine whether to grant this license. Additionally, City Ordinance prohibits the issuance of this type of license if the location is within 5,280 feet (1 mile) of any other City issued "Class A" liquor license. If the location is found to be within this distance, a special exception may be made in writing to the City Development Department. The following will also be considered in the case of a special exception request.

9. Explain why the business will have a substantial positive impact upon the surrounding properties WILL APPRECIATE THE PROPERTY VALUE BY GENERATING MORE REVENUES.

10. Explain why the business have a significant, positive influence on the City economy MORE REVENUE WILL GENERATE HIGHER TAXES FROM THIS PROPERTY.

11. Explain whether the business is compatible with the overall purpose of the land use and consistent with the City and neighborhood plans \_\_\_\_\_

Applicant's Signature X Jagdeep Kaur

CITY OF KENOSHA  
625 - 52nd Street, Room 105  
Kenosha, Wisconsin 53140-3480  
Phone (262)653-4020  
Fax (262)653-4023  
cityclerk@kenosha.org  
www.kenosha.org



Debra L. Salas  
City Clerk - Treasurer

Karen J. Forsberg  
Deputy City Clerk-Treasurer

February 5, 2013

Jagdeep Kaur  
3123 S Brisbane Ave  
Milwaukee, WI 53207

Re: Application for a "Class A" Liquor License

Dear Applicant,

Your application for a "Class A" Liquor License was deferred by the Common Council.  
The Common Council will review your application:

**Date: Monday, March 4, 2013**  
**Time: 7:00 pm**  
**Room: 200**

You are hereby requested to appear at this meeting. Should you have any questions please do not hesitate to call 262-653-4020 or email [cityclerk@kenosha.org](mailto:cityclerk@kenosha.org).

Sincerely,

A handwritten signature in black ink that reads "Michelle Nelson".

Michelle Nelson  
Information Coordinator  
City Clerk's Office

Kenosha Police Department  
Public Safety Building  
1000 – 55<sup>th</sup> Street  
Kenosha, WI 53140-3794  
(262) 605-5200



JOHN W. MORRISSEY  
Chief of Police

DANIEL G. MISKINIS  
Deputy Police Chief

To : Assistant City Attorney Matthew Knight  
City Clerk Deb Salas

From : Inspector Lewis Lindquist

Ref : Application for Class “A” Liquor License  
Jagdeep Kaur, dob 01-29-1974  
Grace Metro Mart, 4433-22<sup>nd</sup> Avenue

Date : January 24, 2013

Our department has reviewed the application for Jagdeep Kaur for a Class “A” Liquor License at Grace-Citgo, located at 4433-22<sup>nd</sup> Avenue.

Although Jagdeep Kaur was not found to have criminal activity on her background check, there have been numerous violations at this place of business by the co- owner, Gurbir Singh, dob 10-07-1974. Mr. Singh is the agent on the Class “A” Beer License for this establishment. He has been arrested for the following cases which involve Grace-Citgo within the past year:

09-21-11	Drug/Delivery Look Alike	Case #201113991	Found Guilty
02-04-12	License/Amusement Enterprise	Case #2012016223	Found Guilty
08-07-12	Liquor, Sell to Minor	Case #2012121947	Found Guilty
08-23-12	License Violation	Case #2012131980	Found Guilty
10-18-12	License Violation	Case #2012153347	Dispo Pending

The above listed events necessitate that the recommendation for this license be adverse. I feel it is important for the License & Permit Committee to be aware that this business has had recent violations. I have attached the case reports regarding these license violations.

## Inspector Lewis Lindquist



*The mission of the Kenosha Police Department is to serve all people with respect, fairness and compassion. We are committed to preserving peace, order and safety: enforcing laws and ordinances: and safeguarding constitutional rights.*

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11

INCIDENT REPORT: CRIME - PROPERTY CRIME - PERSON

CLASS CODE

DATE & TIME REPORTED 09/21/11 2203

PAGE 1 of 3

JURISDICTION GRID

CASE OR EVENT NO. 2011-18999

COMPLAINANT/REPORTING PERSON - NAME (FIRM NAME, IF BUSINESS) PLO Arturo Gonzalez #546 MI SEX RACE DOB RESIDENCE PHONE BUSINESS PHONE 1000 55th ST KENOSHA WI 53140 KENOSHA P.D. KENOSHA

CRIME OR INCIDENT POSSESSION SALE OR USE OF SYNTHETIC MARIJUANA DATE - TIME OCCURRED 09/21/11 @ 2203 WEATHER - LIGHT CONDITIONS CLOUDY NIGHT

DESCRIPTOR LOCATION OF OFFENSE OR TYPE OF PREMISE BUSINESS (GRACE Petro Mart) ADDRESS OR LOCATION OF INCIDENT 4433 22nd AVE

SUSPECT/STOLEN VEHICLE MAKE MODEL BODY TYPE COLOR YEAR VIN. LICENSE STATE YEAR IDENTIFYING CHARACTERISTICS

WEAPON, TOOL, OR MEANS OF ATTACK PERSON METHOD USED TO COMMIT CRIME - M.O. POSSESSION OF SYNTHETIC MARIJUANA

TRADEMARKS OF SUSPECT(S) ACTION OR CONVERSATION CO-OPERATIVE NATURE OF INJURIES AND LOCATION ON BODY - VICTIM'S CONDITION NONE REPORTED

TYPE OF PROPERTY TAKEN/DAMAGED - SEE STOLEN PROPERTY REPORT CO-OPERATIVE SERIAL OR I.D. TOTAL LOSS VALUE RECOVERED YES NO

DESCRIPTION OF PROPERTY - MAKE, MODEL, COLOR LICENSE NO. STATE YEAR

SUMMARY OF CRIME OR INCIDENT

On 09/21/11 at approximately 2203 Plo's conducted a check of 4433 22nd AVE Petro Mart (GRACE Mart). Plo's located SYNTHETIC MARIJUANA and later issued citations.

\*PLEASE FORWARD TO TAVERN UNIT\*

NO CONSENT FORM

I, N/A, HAVE GIVEN NO ONE CONSENT TO

WITNESS SIGNED

DATE

EVIDENCE RECOVERED Synthetic Marijuana Pills DISPOSITION OF EVIDENCE PCL # 150724 Locker # 004 VICTIM RIGHTS FORM YES NO PHOTOS YES NO SKETCHES/DIAGRAMS YES NO

# KENOSHA POLICE DEPARTMENT

## Supplementary Report

DATE OF SUPPLEMENT:	DATE & TIME OF INCIDENT:	PAGE NUMBER:	CASE NUMBER:
09/22/2011	09/21/11 @ 2203 Hours	1 of	11-139991
REPORTING OFFICER:	Arturo Gonzalez # 546		
TYPE OF INCIDENT:	SYNTHETIC MARIJUANA- DISPLAY FOR SALE/ POSSESSION		

**SUSPECT:**

NAME: SINGH, GURBIR NMI

DOB: 10/07/74

SEX/RACE: M/W

ADDRESS 3039 S. CLEMENT AVE MILWAUKEE, WI 53207

TELEPHONE: 262-344-3535

On 09/21/2011 at approximately 2203 hours P/O E. Weidner #431 and I, P/O A. Gonzalez # 546 were in plain clothes, and in unmarked patrol car # 2917. We were on duty conducting compliance checks of establishments.

We arrived at 4433 22<sup>nd</sup> Ave (Grace Petro Mart) and I entered the establishment via the front door. Our Kenosha Police Department badges were clearly displayed. As I entered the establishment I observed a male standing behind the counter. I noticed that this male had a lit cigarette in his left hand. The male noticed us and said "Oh Shit" then he turned off his cigarette. I continued to walk behind the counter and informed him that it was illegal to smoke inside a licensed establishment. The male stated that he was just about to go outside. The male was identified with a WI photo D/L Gurbir NMI Singh 10-07-74.

While I was behind the counter I noticed that there was a box of Swisher Sweet Cigarillos. The box was located under the counter and next to cigarette cartons. The box had a white piece of paper on the top that was labeled as "KUSH \$10.00". I know KUSH as synthetic marijuana. I looked inside the box and located 4 clear plastic cylinders with a green leafy substance similar to marijuana. The plastic cylinders were labeled as "herbal incense". I informed Singh that the sale or possession of any form of synthetic Marijuana was illegal. Singh stated that he was not aware that the products he had were illegal since he was given a piece of paper saying that they were legal. I informed Singh that the City of Kenosha had an ordinance against the sale or possession of synthetic marijuana. I continued to look under the counter and located were the following items.

1.) There was a box with 25 opening for plastic cylinders. The box was labeled as Wicked X and it contained 6 tubes of Wicked X Medusa. The plastic cylinders were filled with a green leafy substance similar to marijuana. The labels on the containers clearly stated that they were not for human consumption and not for sale to minors.

2.) A second box with 25 openings for plastic cylinders was also located. The box was labeled as Wicked X and it contained 24 total plastic cylinders. The plastic cylinders were filled with a green leafy substance similar to marijuana. The cylinders were of different flavorings.

3.) Inside a box labeled for Swisher Sweets Cigarillos there were 14 2.5 gram packs of

Reporting Officer:	2nd Officer:	Supervisor:
Arturo Gonzalez # 546	# 546	Sgt. [Signature]

RECORDS BUREAU

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# KENOSHA POLICE DEPARTMENT

## Supplementary Report

DATE OF SUPPLEMENT: 09/22/2011 DATE & TIME OF INCIDENT: 09/21/11 @ 2203 Hours PAGE NUMBER: 3 of 3 CASE NUMBER: 11-139991  
REPORTING OFFICER: Arturo Gonzalez # 546  
TYPE OF INCIDENT: SYNTHETIC MARIJUANA- DISPLAY FOR SALE/ POSSESSION

KUSH. The top of the box was labeled with a white piece of paper labeled as "KUSH \$12.00".

4.) Inside a box labeled for White Owl Cigarillos there were 91.5 gram packs of "Happy Hour". The top of the box was labeled for with a white piece of paper as "Happy Hour \$ 10.00".

5.) The final box that was under the counter was labeled as Wicked X. Inside the box there 8 (3gram) packs of "ENDO", and 7 (1gram) packs of "CHEEBA."

6.) On top of the counter and out in plain view there was a box of Up Cakes energy brownies. Inside we located 5 (2oz) brownies of "The Original Lazy Cakes" which is believed to be a form of synthetic Marijuana.

Also located under the counter in black plastic bag were sample blister packs of Viagra (73) and Cialis (12) pills. Both Viagra and Cialis are prescription medications. Singh was not asked how and what the pills were doing under the counter.

Next to the plastic bag in a brown paper bag there were white circular pills, labeled with a 3 on one side and a tv/150 on the other. According to Singh are the pills were over the counter Tylenol pills. The pills were taken as evidence. Brian Morton from Walgreens was contacted and he identified the pills as Tylenol with Codeine Schedule 3 narcotic.

All the items that were located were taken as evidence and later logged into evidence under P.C.L #150724 Locker #004.

Singh was the licensee of the establishment and he issued and explained the following citation # N1253847 11.147 Possession/Sale of synthetic Marijuana.

Reporting Officer: Arturo Gonzalez # 546  
2nd Officer: # 546  
Supervisor: S. J. Malinau

RECORDS BUREAU

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N 1253847

WISCONSIN UNIFORM MUNICIPAL COURT CITATION AND COMPLAINT

Deposit Permitted \$303.00 Cash Card (For Court Use only)

You Are Notified To Appear

Is this a mandatory appearance? yes no

(Read the reverse side of this citation for court information.)

Date 10/12/11 Time 3:30 AM PM

Kenosha Municipal Court

625-52nd St Range Kenosha, WI 53140

Defendant Name - Last Singh First Gurbir MI

Street Address 3039 S. Clement Av Milwaukee, WI 53207

Driver License Number or Other I.D. (specify) 3520-2807-4367-07 State WI Exp. Yr. 15

Date of Birth 10/07/74 Sex M Race W Height 510 Weight 180 Hair Bro Eyes BIK

License Plate Number Plate Type State Exp. Yr. N/A

Plaintiff: City Village Town

OF: Kenosha

Description of Violation Possession, Sale or use of Synthetic Marijuana

Defendant Violated: Ordinance No. 11.147

Adopting State Statute No.

Week Day Month - Day - Year Time

Wed 09/21/11 1003 AM PM

At: 4433 22nd Ave

County: Kenosha

Name & Address of Parent/Guardian/Legal Custodian (if minor defendant)

#11-139991

Citation Served: Personally Mailed to defendant's last known address

Left with person residing at defendant's residence: Name Age

Print Officer Name Department I.D. No. Date Citation Issued

Smolke / Nichnev Kenosha P.D. 546/451 09/21/11

Telephone Number of Parent/Guardian/Legal Custodian

262-344-3535

COURT COPY

SEE CASE #11-139991

N 1253847

WISCONSIN UNIFORM MUNICIPAL COURT CITATION AND COMPLAINT

Deposit Permitted \$ 303.00 Cash Card (For Court Use only)

You Are Notified To Appear

Is this a mandatory appearance? yes no

(Read the reverse side of this citation for court information.)

Date 10/12/11 Time 3:30 AM PM

Kenosha Municipal Court 625 - 52nd St Rm 95 Kenosha, WI 53140

Defendant Name - Last Singh First Gurbir MI (NM) Street Address 3039 S. Clement Av Milwaukee, WI 53207 Driver License Number or Other I.D. (specify) 3520-2807-4367-07 State WI Exp. Yr. 15 Date of Birth 10/07/74 Sex M Race W Height 510 Weight 180 Hair Bro Eyes BIK License Plate Number Plate Type State Exp. Yr. N/A

Plaintiff: City Village Town

OF: Kenosha

Defendant Violated:

Ordinance No. 11.147

Adopting State Statute No.

Description of Violation

Possession, Sale or use of Synthetic Marijuana

Week Day Wed Month - Day - Year 09/21/11 Time 1003 AM PM

At: 4433 22nd Ave, County: Kenosha

Name & Address of Parent/Guardian/Legal Custodian (if minor defendant)

#11-139991

Citation Served: Personally Mailed to defendant's last known address

Left with person residing at defendant's residence: Name Age

Print Officer Name Department I.D. No. Date Citation Issued Telephone Number of Parent/Guardian/Legal Custodian

Gonzalez / Neidner Kenosha P.D. 546451 09/21/11 262-344-3535

MC-2000, 10/01

COURT COPY

SEE CASE #11-139991

Faint vertical text on the right side of the page, possibly a stamp or additional case information.

**KENOSHA CITY/COUNTY JOINT SERVICES  
EVIDENCE/PROPERTY INVENTORY CARD**

PROP CARD# 1 OF 2

AGENCY:  POLICE \_\_\_\_\_ SHERIFF \_\_\_\_\_  
 OTHER: \_\_\_\_\_  
 PROP. CARD LOG# 150724  
**OFFICE USE ONLY**  
 SHELF/UNIT: 19  
 BIN: 8500th  
 PACKAGE: Pa x 10

THE BELOW LISTED PROPERTY WAS \_\_\_\_\_ TAKEN  FOUND ON THIS 21 OF 09, 2011 AT 2203  
 HOURS AT 4433-22nd OFC/DEPT Whisper/Concessions UNIT # 431  
 TAKEN FROM \_\_\_\_\_ ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_  
 OWNER NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_  
 OFFENSE AS REPORTED: Possession of K-2 DATE: 09-21-11 TIME: 2203  
 HELD AS (circle one): EVIDENCE FOUND PROPERTY OTHER: \_\_\_\_\_

VEHICLE: \_\_\_\_\_ MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ STYLE: \_\_\_\_\_ PLATE: \_\_\_\_\_ COLOR: \_\_\_\_\_ TOWED TO: \_\_\_\_\_  
 VIN: \_\_\_\_\_  
 COMMENTS: \_\_\_\_\_

ITEM	SERIAL	BRAND	MODEL	ADD'L DESCRIPTION
1. Blister Packs - Pills		Cialis Viagra	2mg 100mg	12 pills 23 pills
2. Brownies		Roz	Lazy cakes	5 count (individual wrapped)
3. 4 plastic cylinders		Mr. KUSH	2g	
4. 14 packets		KUSH	2.5g	Labeled = \$12.00
5. 8 Rectangles Containers		Happy Haze	1.5g	2 - Green Dagon / 6 - Purple Dagon
6. 9 cylinder Containers		Chieba	1g	Labeled = \$10.00
7. 7 packets		SWDO	3g	Haba Potpourri (\$9.99) (1g. 99)
8. 8 packets		Wicks X	Melosa	Blue Bury (19.99)
9. 6 cylinder Containers		Wicks X	Flavors	(17.99)
10. 24 cylinder Containers				

RECEIVED BY: S. Suarez DATE 9-22-11 AT 0910 HOURS

11-13999

KENOSHA CITY/COUNTY JOINT SERVICES  
EVIDENCE/PROPERTY INVENTORY CARD

THE BELOW LISTED PROPERTY WAS  TAKEN  FOUND ON THIS 21 OF 09 20 11 AT 2203  
 HOURS AT 4433 22nd OFC/DEPUTY Widawski/Conrad UNIT #484/50

TAKEN FROM \_\_\_\_\_ ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_  
 OWNER NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_  
 OFFENSE AS REPORTED: Possession K-2 DATE: 9-21-11 TIME: 2203  
 HELD AS (circle one): EVIDENCE FOUND PROPERTY OTHER: \_\_\_\_\_

AGENCY:  POLICE \_\_\_\_\_ SHERIFF \_\_\_\_\_  
 OTHER: \_\_\_\_\_  
 PROP. CARD LOG# 150724  
**OFFICE USE ONLY**  
 SHELF/UNIT: 19  
 BIN: 8 South  
 PACKAGE: PA

VEHICLE: \_\_\_\_\_ MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ STYLE: \_\_\_\_\_ PLATE: \_\_\_\_\_ COLOR: \_\_\_\_\_ TOWED TO: \_\_\_\_\_  
 VIN: \_\_\_\_\_  
 COMMENTS: \_\_\_\_\_

ITEM	SERIAL	BRAND	MODEL	ADD'L DESCRIPTION
1. <u>21 Pills in bag</u>		<u>Round</u>	<u>white</u>	
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

RECEIVED BY: Suarez DATE 9-22-11 AT 0916 HOURS

INCIDENT REPORT  
 CRIME - PROPERTY  
 CRIME - PERSON

CLASS CODE \_\_\_\_\_ DATE & TIME REPORTED 02-03-12/0933 PAGE 1 of 2 JURISDICTION GRID \_\_\_\_\_ CASE OR EVENT NO. 2012-016-223

COMPLAINANT/REPORTING PERSON - NAME (FIRM NAME, IF BUSINESS)  
 LAST FIRST MI  
P.O. Weidwie #431 / Van Wie #482

RESIDENCE ADDRESS CITY STATE ZIP EMPLOYMENT OR SCHOOL CITY  
1000-55th Kenosha WI 53110 Kenosha P.D.

CRIME OR INCIDENT DATE - TIME OCCURRED WEATHER - LIGHT CONDITIONS  
Violation of Amusement Device License 02-03-12/0930 Daylight

DESCRIBE LOCATION OF OFFENSE OR TYPE OF PREMISE ADDRESS OR LOCATION OF INCIDENT  
Gas Station 4433-22nd

SUSPECT/STOLEN VEHICLE	MAKE	MODEL	BODY TYPE	COLOR	YEAR	VIN.	LICENSE	STATE	YEAR	IDENTIFYING CHARACTERISTICS
						<u>(N/A)</u>				

WEAPON, TOOL, OR MEANS OF ATTACK \_\_\_\_\_ METHOD USED TO COMMIT CRIME - M.O.  
Over Limit on Amusement Devices

TRADEMARKS OF SUSPECT(S) ACTION OR CONVERSATION NATURE OF INJURIES AND LOCATION ON BODY - VICTIM'S CONDITION  
Cooperative NONE

TYPE OF PROPERTY TAKEN/DAMAGED - SEE STOLEN PROPERTY REPORT  SERIAL OR I.D. TOTAL LOSS VALUE RECOVERED  
(N/A) \_\_\_\_\_  YES  NO

DESCRIPTION OF PROPERTY - MAKE/MODEL/COLOR LICENSE NO. STATE YEAR

**SUMMARY OF CRIME OR INCIDENT**

On 02-03-12 at approximately 0933 hrs above Officers (Kenosha Police Tourism Unit) performed a license inspection at Grace Petro Mart = 4433-22nd. We located eight Amusement Devices when their Amusement License indicated five.

Store was issued citation for Amusement Device License Violation. Store employees were warned to remove up to five said devices.

See Report.

NO CONSENT FORM

\_\_\_\_\_, HAVE GIVEN NO ONE CONSENT TO \_\_\_\_\_  
(N/A)

WITNESS \_\_\_\_\_ SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

EVIDENCE RECOVERED <u>NONE</u>	DISPOSITION OF EVIDENCE <u>(N/A)</u>	VICTIM RIGHTS FORM YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	PHOTOS YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	SKETCHES/DIAGRAMS YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
NCIC/CIB YES <input type="checkbox"/> NO <input type="checkbox"/>	INQUIRY/ENTRY	TTY CANCELLED	DATE-TIME	STATUS <input checked="" type="checkbox"/> CLEARED BY ARREST <input type="checkbox"/> OPEN <input type="checkbox"/> CLOSED <input type="checkbox"/> UNFOUNDED
REPORTING OFFICER <u>S. Weidwie</u> NO. <u>431</u>	2ND OFFICER <u>J. Van Wie</u> NO. <u>482</u>	SUPERVISOR <u>St. Hansche</u>		

# KENOSHA POLICE DEPARTMENT

## Supplementary Report

DATE OF SUPPLEMENT: 02/4/2012      DATE & TIME OF INCIDENT: 02/04/12 @ 0933 hours      PAGE NUMBER: 2 of 2      CASE NUMBER: 12-16223  
REPORTING OFFICER: JD Van Wie #482  
TYPE OF INCIDENT: Violation of Amusement Device License (1<sup>st</sup> off)

SUSPECT:

NAME: GURBIR NMI SINGH

DOB: 10-07-74

SEX/RACE: M/A

ADDRESS: 2161 S ALLIS ST, MILWAUKEE, WI 53207

TELEPHONE:

ON FRIDAY, 02-03-12 AT OFFICER WEIDNER #431 AND I, OFFICER VAN WIE #482 WERE ASSIGNED TO 1<sup>ST</sup> SHIFT TAVERN SQUAD. OUR ASSIGNMENT COMPRISED OF CHECKING ALL CITY OF KENOSHA LICENSED ESTABLISHMENTS TO ENSURE THEY ARE IN COMPLIANCE.

AT 0933HRS WE CONDUCTED A CHECK AT THE GRACE PETRO MART LOCATED AT 4433-22 AV. WE OBSERVED GRACE PETRO TO HAVE AN **AMUSEMENT LICENSE (#16560-103-120069)** WHICH ALLOWS THEM TO HAVE 5 DEVICES. I OBSERVED GRACE PETRO TO HAVE 5 GAMING MACHINES AND 3 SIT DOWN COMPUTER MONITORS WHICH APPEARED TO HAVE GAMING CAPABILITIES.

UPON SPEAKING TO EMPLOYEE **STEVEN L VARNADO (M/B 09-20-71)** IN REFERENCE TO THE COMPUTERS HE STATED CUSTOMERS CAN PURCHASE INTERNET TIME. STEVEN STATED YOU CAN PLAY SLOTS AND OTHER GAMES ON THEM. I ASKED STEVEN IF THEY PAY OUT AND HE STATED A LITTLE BUT NOT MUCH. BECAUSE CUSTOMERS PAY MONEY TO USE THE COMPUTERS FOR GAMING/ENTERTAINING PURPOSES THE COMPUTERS FALL UNDER THE CATEGORY OF AN AMUSEMENT DEVICE.

CITY OF KENOSHA ORDINANCE 12.001(B)(1) STATES "NO PERSON, CORPORATION OR OTHER LEGAL ENTITIY WHICH HAS POSSESSORY CONTROL OF ANY COMMERCIAL PREMISES, SHALL PERMIT, KEEP, OR MAINTAIN AN AMUSEMENT DEVICE(S) AS HEREIN DEFINED WITHOUT FISRT OBTAINING AN "AMUSEMENT DEVICE" LICENSE TO BE ISSUED BY THE CITY CLERK.....IN THE EVENT THAT A LICENSEE SHALL ADD ADDITIONAL DEVICES DURING THE LICENSING PERIOD IT SHALL BE THE LICENSEE'S RESPONSIBILITY TO ADVISE THE CITY CLERK OF ANY INCREASE IN THE NUMBER OF SUCH DEVICES AND PAY THE APPROPRIATE FEE **PRIOR** TO INSTALLING THE ADDITIONAL DEVICE."

THE AMUSEMENT LICENSE AT GRACE PETRO STATES THEY HAVE 5 DEVICES. WE COUNTED 8 TOTAL DEVICES IN THE ESTABLISHMENT THEREFOR THEY ARE IN VIOLATION OF CITY ORDINANCE 12.001.

ON SATURDAY, 02-04-12 AT ABOUT 10:30HRS OFFICER WEIDNER AND I WENT TO BP EXPRESS TO ISSUE A CITATION. WE EXPLAINED THE SITUATION TO EMPLOYEE STEVEN L VARNADO. HE CALLED LICENSEE **GURBIR NMI SINGH (M/A 10-07-74)**. OFFICER WEIDNER SPOKE TO GURBIR AND EXPLAINED THE CIATION TO HIM. I LEFT THE FOLLOWING CIATION ISSUED TO GURBIR WITH STEVEN:

**N1255729 12.001 VIOLATION OF AMUSEMENT DEVICE LICENSE (1<sup>ST</sup> OFF)**

GURBIR DOES NOT HAVE ANY PRIORS VIOLATIONS FOR AMUSEMENT DEVICE LICENSE VIOLATIONS.

Reporting Officer:

2nd Officer:

Supervisor:

*JD Van Wie* #482

*St. Hansche*

h:\taverns\12-16216(bpexpress).doc

RECORDS BUREAU

March 4, 2013 Pg. 68

Common Council Agenda Item C.6.

N 1255729

WISCONSIN UNIFORM MUNICIPAL COURT CITATION AND COMPLAINT

<input type="checkbox"/> Juvenile	*Deposit Permitted \$366.00	<input type="checkbox"/> Cash <input type="checkbox"/> Card	(For Court Use only)
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You Are Notified To Appear

Is this a mandatory appearance?  yes  no

(Read the reverse side of this citation for court information.)

Date 02-24-2011

Time 8:30  AM  PM

Kenosha Municipal Court

625-52st Rm 95

Kenosha, WI 53140

Plaintiff:  City  Village  Town

OF: Kenosha

Description of Violation

Defendant Name - Last Singh, Gurbir First nm 1 MI

Street Address 2161 S. Allis St Post Office Milwaukee, WI State WI Zip Code 53207

Driver License Number or Other I.D. (specify) S520-2807-4367-07 State WI Exp. Yr. 2015

Date of Birth 10-07-74 Sex M Race A Height 510 Weight 180 Hair Blk Eyes BRO

License Plate Number (N/A) State Exp. Yr.

Defendant Violated: 12.001 Adopting State Statute No.

Violation of Amusement Device License (1st OFFENSE)

Week Day Fri Month - Day - Year 02-03-12 Time 9:23 AM At: 4433-22N Name & Address of Parent/Guardian/Legal Custodian (if minor defendant) 12-016223

Citation Served:  Personally  Mailed to defendant's last known address County: Kenosha Amusement Lic # 16560 103 130069

Left with person residing at defendant's residence: Name STEVEN VARNADO Age 40 Department Kenosha P.D. I.D. No. 431/492 Date Citation Issued 02-04-12 Telephone Number of Parent/Guardian/Legal Custodian

Print Officer Name W. S. Davis / Van Wie Department Kenosha P.D. I.D. No. 431/492 Date Citation Issued 02-04-12 Telephone Number of Parent/Guardian/Legal Custodian

MC-2000, 10/01 COURT COPY

Handwritten signature and number 12-16223

DOB: 10/07/74  
ADDRESS: 2161 S ALLIS ST MILWAUKEE WI 53207  
CASE: 12016223  
CITATION: N1255729

SEX: M  
RACE: A  
EYES: BRO  
HAIR: BLK  
WEIGHT: 180  
HEIGHT: 5'10"

COMMITMENT UPON SENTENCE WHEN FORFEITURE IMPOSED

STATE OF WISCONSIN

-SS.

COUNTY OF KENOSHA

STATE OF WISCONSIN

CITY OF KENOSHA

MUNICIPAL COURT

To any Law Enforcement Officer and to the Keeper of the Common Jail of Said County:

WHEREAS, At the Municipal Court, in and for the City of Kenosha, held at the Municipal Building in the City of Kenosha, for the trial of GURBIR SINGH, defendant, held on the 20TH day of JUNE, 2012. For the offense hereinafter stated, the said defendant was convicted of having on the 3RD day of FEBRUARY, 2012, at said City of Kenosha.

*Violated Section 12.01 of Chapter XII of the Code of General Ordinances of the City of Kenosha, Wisconsin, to-wit:*

NO AMUSE OR REC. LICENSE

contrary to the form of the statute in such cases made and provided and upon conviction, the said Court did adjudge and determine that the said defendant should pay a forfeiture of \$250.00 Dollars, and a penalty assessment of \$65.00 Dollars, and a jail assessment of \$10.00 Dollars, and a laboratory fee of \$13.00 Dollars, and the costs of prosecution taxed at \$28.00 Dollars, and that in default of the payment of said forfeiture and costs, the said defendant be imprisoned in the common jail of said County until said forfeiture and costs are paid, not exceeding 7 CONSECUTIVE days, and a stay of execution having been granted to the 20TH day of JULY, 2012, and said defendant being in default,

THEREFORE, You, the said Law Enforcement Officer, are commanded forthwith to take into custody and deliver the said GURBIR SINGH to the said keeper, and you, the said keeper, are hereby commanded to receive the said GURBIR SINGH into your custody, in said jail, and there safely keep him until the expiration of said 7 days, or until the forfeiture and costs aforesaid are paid, or until he shall be charged by due course of law.

Given under my hand this 22ND day of AUGUST, 2012.

Total \$366.00



Judge, Municipal Court

FAILED TO APPEAR FOR GOOD CAUSE HEARING ON 08/20/12

WAW20 - Run By: PARKER, ELIZABETH M

AGCY: 00 CANCELLATION NOTICE

NO FBI / NO CIB

PART 1

CASE NUMBER: 002012016223 - 000

AGENCY: 00

CHARGE: MISC OFFENSE

NAME OF SUBJECT: SINGH, GURBIR

CHECK TYPE:  Warrant

Commitment

Summons

Order & Capias

Juvenile Capias

Other: \_\_\_\_\_

ENTERED CIB: YES

DATE: 09/05/2012

SYSTEM ID: 27919677

OPERATOR: EMP332

PART 2

CHECK DISPOSITION:

Incarcerated in County Jail

Posted & Released \$ \_\_\_\_\_

Served Summons

Recalled by Court

Other \_\_\_\_\_

ORIGINAL DOCUMENTS TURNED OVER TO: 1

DATE SERVED: 9-30-12

TIME SERVED: 1705

WHERE SERVED: 1000 55 ST

SERVED By: PO Londo 572

(Signature)

Cancelled CIB: Yes

Date: 9/30/12

Operator: [Signature]

APPROVED BY: [Signature]

(Signature of Supervisor)

Part 1 to be completed upon entry.  
Part 2 to be completed upon cancellation.

/0250 2503 AMV288 0054195RV WI0300094  
CIB 281834 28 09/30/12 17:25 01 OF 01  
SINGH  
GURBIR  
12016223  
27919677

<<\*\* RECORD HAS BEEN CANCELED \*\*>>



\* \* \* \* \*

\* \* \* \* \*

/0719 2084 EMP332 0008087RV WI0300092  
CIB 372676 152 09/05/12 17:32 01 OF 01

\*\*\*\*\* WANTED PERSON - WARRANT \*\*\*\*\*

GEO RESTRICTION/WITHIN ADJACENT COUNTIES OF ORI

SUBJECT

NAME/SINGH, GURBIR  
SEX/MALE RACE/ASIAN DATE OF BIRTH/10071974  
HEIGHT/510 WEIGHT/180 EYE COLOR/BLACK HAIR COLOR/BLACK  
DRIVER'S LICENSE #/S5202807436707 STATE/WISCONSIN EXPIRES/2015  
ADDRESS/2161 S ALLIS ST CITY/MILWAUKEE STATE/WISCONSIN

DETAIL

ORI/WI0300101 ORI IS KENOSHA JOINT SERVICES  
SYSTEM IDENT #/27919677  
AGENCY CASE #/12016223 WARRANT #/00N1255729  
ENTERED BY/EMP332 DATE/09052012 TIME/1732  
TYPE OF WARRANT/CIVIL PROCESS - LOCAL ORDINANCE  
OFFENSE CODE/5005 CONTEMPT OF COURT CONTEMPT OF COURT  
BOND AMOUNT/\$366.00 DATE OF WARRANT/08222012

REMARKS

~~/~~NO AMUSE OR REC LICENSE BOND OR 7 DAYS IN JAIL

\*\*\*\*\*VERIFY WARRANT/WANTED STATUS IMMEDIATELY WITH ORI\*\*\*\*\*

\* \* \* \* \*

WAW11 - Run By: EMP332

WARRANTS / CIVIL PROCESS

Agency: 00

Individual Warrant Listing

Warrant Number: 002012016223-000-00

Docket Number: 0000000000N1255729

Caution:

Status: ACTIVE	Iss By: MC	When: 08/22/2012
Type: 0M	Charge: MISC OFFENSE	Bail: 366.00
OCA #: 12016223	Citation: - 000	Case: 002012016223 - 000
NCIC/State Number: 5005		

Remarks: NO AMUSE OR REC LICENSE BOND O  
R 7 DAYS IN JAIL

Name: SINGH, GURBIR  
 Alias:  
 Sex: M Race: A Hgt: 510 Wgt: 180  
 Hair: BLK Eyes: BLK DOB: 10/07/1974  
 SSN:  
 DL: S520-2807-4367-07 - WI EXP. YEAR - 15  
 Addr: 2161 S ALLIS ST  
 Apt:  
 City/St: MILWAUKEE WI 53207  
 Phone: ( ) -

Vehicle Information

Make:	Model:	Year:	Tag:	-
Desc:				

Employment Information

Employer:		Suite:
Address:		Phone: ( ) -

State Information

FGP Classification: Right:	Left:	Birth State:
State ID. NO.:	FBI Number:	Skin Tone: UNKNOWN CODE
Misc. Number:	Caution Type: UNKNOWN CODE	

# KENOSHA COUNTY ARREST - TAKE CUSTODY REPORT

Page 1 of 1

KSD <input type="checkbox"/>	KPD <input checked="" type="checkbox"/>	Grid of Arrest	Case # <u>12-153347</u>	I.D. #	Adult <input checked="" type="checkbox"/>	Arrest Date <u>09-30-12</u>	Arrest Time <u>1644</u>
------------------------------	---	----------------	----------------------------	--------	---	--------------------------------	----------------------------

ARREST	Last <u>Singh</u> First <u>Gurbir</u> Middle Name _____ JR., SR., etc. _____		Race <u>A</u>	Ethnic Origin <input type="checkbox"/> Hispanic <input checked="" type="checkbox"/> Non Hispanic	Sex <u>M</u>	Height <u>508</u>	Weight <u>175</u>	Hair <u>Blk</u>	Eyes <u>Bm</u>
	Social Security No. <u>5520-287-4317-0</u>		Date of Birth <u>Mo. 10 Day 7 Yr. 74</u>	Age <u>37</u>	Home Phone <u>414-687-9104</u>	Work Phone <u>262-682-1997</u>	Driver's License # <input checked="" type="checkbox"/> ID Only / State <u>5520-287-4367-07</u>		
	Address <u>2161 S. Allis ST</u> Apt. _____ City <u>Milwaukee WI</u> State _____ Zip <u>53207</u>		Marital Status: <u>S</u>		Alias/Maiden Name _____				
	Place of Birth - City/State _____		US Citizen: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Country of Citizenship _____	Employer/School <u>Self Employed</u>	Occupation/Grade <u>Store Owner</u>			

JUVENILE ONLY	Place of Arrest <u>445T / 22W</u>		Alcohol <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	English <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	In Jail? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Arresting Officer #1 <u>Alles</u>	Unit # <u>586</u>	Arresting Officer #2 <u>Loado</u>	Unit # <u>572</u>
	Father's Name (Natural, Step, Foster, Legal Guardian) - Address _____ City _____ State _____ Zip _____					Home Phone _____	Marital Status: _____		
	Work Phone _____		Place of Employment _____		Occupation _____				
	Mother's Name (Natural, Step, Foster, Legal Guardian) - Address _____ City _____ State _____ Zip _____					Home Phone _____	Marital Status: _____		

Accomplice(s) Name _____ Address _____ Phone # _____ Sex _____ DOB _____ Referred to Court _____	
--	--

1	<input type="checkbox"/> Cit # <input type="checkbox"/> Warrant <input checked="" type="checkbox"/> Commit <input type="checkbox"/> Case # _____	Court File # _____	Statute/Ordinance # _____	Counts <u>1</u>	FEL <input type="checkbox"/>	MIS <input type="checkbox"/>	ORD <input checked="" type="checkbox"/>	T R F <input type="checkbox"/>	O T H <input type="checkbox"/>	<input type="checkbox"/> State <input checked="" type="checkbox"/> Muni	Bond <u>366</u>
	Charge Description <u>No Amuse or Rec. License</u>		Offense Date <u>Mo. 2 Day 3 Yr. 12</u>		Issuing Agency <u>Kenosha PD</u>						
	Modifiers: DV PTAC WHILE ARMED 2ND/SUBS DOCS 1000' POCS 1000' HAB CRIM/REPEATER MASKED ATTEMPT OTHER: _____										

2	<input type="checkbox"/> Cit # <input type="checkbox"/> Warrant <input type="checkbox"/> Commit <input type="checkbox"/> Case # _____	Court File # _____	Statute/Ordinance # _____	Counts _____	FEL <input type="checkbox"/>	MIS <input type="checkbox"/>	ORD <input type="checkbox"/>	T R F <input type="checkbox"/>	O T H <input type="checkbox"/>	<input type="checkbox"/> State <input type="checkbox"/> Muni	Bond _____
	Charge Description _____		Offense Date _____		Issuing Agency _____						
	Modifiers: DV PTAC WHILE ARMED 2ND/SUBS DOCS 1000' POCS 1000' HAB CRIM/REPEATER MASKED ATTEMPT OTHER: _____										

3	<input type="checkbox"/> Cit # <input type="checkbox"/> Warrant <input type="checkbox"/> Commit <input type="checkbox"/> Case # _____	Court File # _____	Statute/Ordinance # _____	Counts _____	FEL <input type="checkbox"/>	MIS <input type="checkbox"/>	ORD <input type="checkbox"/>	T R F <input type="checkbox"/>	O T H <input type="checkbox"/>	<input type="checkbox"/> State <input type="checkbox"/> Muni	Bond _____
	Charge Description _____		Offense Date _____		Issuing Agency _____						
	Modifiers: DV PTAC WHILE ARMED 2ND/SUBS DOCS 1000' POCS 1000' HAB CRIM/REPEATER MASKED ATTEMPT OTHER: _____										

4	<input type="checkbox"/> Cit # <input type="checkbox"/> Warrant <input type="checkbox"/> Commit <input type="checkbox"/> Case # _____	Court File # _____	Statute/Ordinance # _____	Counts _____	FEL <input type="checkbox"/>	MIS <input type="checkbox"/>	ORD <input type="checkbox"/>	T R F <input type="checkbox"/>	O T H <input type="checkbox"/>	<input type="checkbox"/> State <input type="checkbox"/> Muni	Bond _____
	Charge Description _____		Offense Date _____		Issuing Agency _____						
	Modifiers: DV PTAC WHILE ARMED 2ND/SUBS DOCS 1000' POCS 1000' HAB CRIM/REPEATER MASKED ATTEMPT OTHER: _____										

Summary (Adult or Juvenile) Have subject arrested & posted at front counter & released on above terms.

Receipt # 18M127

Date: Mo. / Day / Yr.	Time	Admissions Emp ID #	Signature
-----------------------	------	---------------------	-----------

<input checked="" type="checkbox"/> INCIDENT REPORT		CLASS CODE _____	DATE & TIME REPORTED		PAGE	JURISDICTION GRID	CASE OR EVENT NO.
<input type="checkbox"/> CRIME - PROPERTY			08-07-12 2004		1 OF 3		2012-121947
<input type="checkbox"/> CRIME - PERSON		COMPLAINANT/REPORTING PERSON - NAME (FIRM NAME, IF BUSINESS)		SEX	RACE	DOB	RESIDENCE PHONE
P10 <sup>LAST</sup> WEIDNER #431		P10 <sup>FIRST</sup> PUFFENBERGER #536				NIA	BUSINESS PHONE
RESIDENCE ADDRESS		CITY	STATE	ZIP	EMPLOYMENT OR SCHOOL		CITY
1000 55 ST.		KENOSHA	WI	53140	KENOSHA POLICE DEPT.		
CRIME OR INCIDENT				DATE - TIME OCCURRED		WEATHER - LIGHT CONDITIONS	
LIQUOR LAWS				08-07-12 2004		CLEAR - DARK	
DESCRIBE LOCATION OF OFFENSE OR TYPE OF PREMISE				ADDRESS OR LOCATION OF INCIDENT			
GAS STATION				4433 22 AV. GRACE CTGO			
SUSPECT/STOLEN VEHICLE	MAKE	MODEL	BODY TYPE	COLOR	YEAR	VIN.	LICENSE
				NIA			NIA
WEAPON, TOOL, OR MEANS OF ATTACK				METHOD USED TO COMMIT CRIME - M.O.			
NIA				SELL ALCOHOL TO VAP			
TRADEMARKS OF SUSPECT(S) ACTION OR CONVERSATION				NATURE OF INJURIES AND LOCATION ON BODY - VICTIM'S CONDITION			
SEE BELOW				NIA			
TYPE OF PROPERTY TAKEN/DAMAGED - SEE STOLEN PROPERTY REPORT <input type="checkbox"/>				SERIAL OR I.D.	TOTAL LOSS VALUE	RECOVERED	
NIA				NIA		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
DESCRIPTION OF PROPERTY - MAKE, MODEL, COLOR				LICENSE NO.	STATE	YEAR	
NIA				NIA			

**SUMMARY OF CRIME OR INCIDENT**  
 ON 08-07-12 AT OFFICERS CONDUCTED A TAVERN CHECK AT GRACE CTGO (4433 22 AV.) UTILIZING AN UNDERAGE DECOY. ONE SUSPECT ISSUED A UMC FOR SALE OF ALCOHOL TO VAP. SEE REPORT FOR DETAILS.

NO CONSENT FORM

I, \_\_\_\_\_, HAVE GIVEN NO ONE CONSENT TO \_\_\_\_\_

WITNESS \_\_\_\_\_ SIGNED \_\_\_\_\_

DATE \_\_\_\_\_

EVIDENCE RECOVERED		DISPOSITION OF EVIDENCE JS EVIDENCE #		VICTIM RIGHTS FORM	PHOTOS	SKETCHES/DIAGRAMS
MIKE'S HARD LEMMADE		Log # 15644 EVIDENCE # 038		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
NCIC/CIB	INQUIRY/ENTRY	TTY CANCELLED	DATE-TIME	STATUS		UNIT REFERRED TO
YES <input type="checkbox"/> NO <input type="checkbox"/>				Cleared by Arrest <input checked="" type="checkbox"/> Open <input type="checkbox"/> Closed <input type="checkbox"/> Unfounded <input type="checkbox"/>		
REPORTING OFFICER	NO.	2ND OFFICER	NO.	SUPERVISOR		
MARK PUFFENBERGER #536				St. Anne		

# KENOSHA POLICE DEPARTMENT

## Supplementary Report

DATE OF SUPPLEMENT:  
**8/8/2012**

DATE & TIME OF INCIDENT:  
**08/07/12 @ 2004 hours**

PAGE NUMBER:  
**2 of 3**

CASE NUMBER:  
**12-121947**

REPORTING OFFICER: M. Poffenberger #536

TYPE OF INCIDENT: Sale of Alcohol to Minor

---

SUSPECT:

NAME: GURBIR NMI SINGH

DOB: 10/07/74

SEX/RACE: M/A

ADDRESS: 2161 S. ALLIS ST. MILWAUKEE, WI 53207

TELEPHONE: 262-358-3572

---

INVOLVED:

NAME: ABEL NMI CRUZ

DOB: 06/01/80

SEX/RACE: M/H

ADDRESS: 4613 22 AV. KENOSHA, WI 53140

TELEPHONE: 262-764-1159

---

WITNESS:

NAME: NATASHA V. WAGNER

DOB: 11/28/91

SEX/RACE: F/W

ADDRESS: 1000 55 ST. KENOSHA, WI 53140

TELEPHONE: 262-620-7375

---

UNDERAGE DECOY

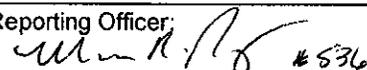
On 08/07/12 at 2004 P/O Weidner #431 and I, P/O Poffenberger #536, were working a plain clothes tavern assignment in unmarked squad #2917. We were utilizing underage decoys to attempt to buy alcohol products from licensed establishments. We used Natasha V. Wagner DOB 11/28/91 (Confirmed 20 years old by WI photo DL) at Grace Citgo (4433 22 Av).

Wagner entered the Grace Citgo and selected a six-pack of Mike's Hard Black Cherry Lemonade, which is an alcoholic beverage, from the cooler. Wagner stated she brought the beer to the clerk at the checkout counter who she described as a M/H with a black sleeveless shirt and tattoos on his arms. This person was identified verbally and with past booking photo as Abel NMI Cruz DOB 06/01/80. Wagner stated Cruz asked for her WI ID, which clearly indicates she is under 21. Wagner stated Cruz attempted to punch her birthdate into the register three times to allow the transaction to go through. Wagner stated on the fourth try Cruz scanned the alcohol and told her the cost was \$8.96. Wagner gave Cruz a ten dollar bill and Cruz handed Wagner \$1.04 in change and completed the transaction. Wagner then exited the store with the alcohol and turned it over to tavern unit officers. See statement for details.

We entered the gas station and identified ourselves as Kenosha Police officers with our badges fully displayed. We made contact with Cruz and asked him why he sold to our underage decoy. Cruz asked who that was. We showed Cruz Wagner's ID and he stated, "That's why it wasn't going through the register. Cruz stated he was going to call the owner over to check the

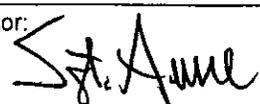
---

Reporting Officer:

  
Mark Poffenberger #536

2nd Officer:

Supervisor:



# KENOSHA POLICE DEPARTMENT

## Supplementary Report

DATE OF SUPPLEMENT:

**8/8/2012**

DATE & TIME OF INCIDENT:

**08/07/12 @ 2004 hours**

PAGE NUMBER:

**3 of 3**

CASE NUMBER:

**12-121947**

**REPORTING OFFICER: M. Poffenberger #536**

**TYPE OF INCIDENT: Sale of Alcohol to Minor**

---

register, but the register finally allowed him to make the transaction. Cruz does not have a valid bartender's license and was being supervised by the owner and licensee who was identified as Gurbir NMI Singh DOB 10/07/74 with WI DL. The liquor license number at Grace Citgo is 16560202130029. Singh stated the register requires the birthdate of the person to be entered to allow the alcohol to be scanned. Singh stated he didn't observe any problems while Cruz was working and didn't know why Cruz made the mistake.

Singh was issued and explained municipal citation N1255167 for sale of alcoholic beverage to minor; 125.07(1)(a). Cruz was not issued any citations, but was taken into custody on an unrelated warrant. Cruz posted at the front counter and was released. P/O Weidner logged the alcohol in to JS Evidence under property log #156642. It was secured in locker #038. No other violations were observed during our check. This is all the information I have at this time.

---

Reporting Officer:

*Mark Poffenberger #536*  
Mark Poffenberger #536

2nd Officer:

Supervisor:

*Sgt. Anne*

h:\my documents\reports 2012\12-121947, liquor laws, grace citgo.doc

County of Kenosha Sheriff Dept.

Date of Birth: November 28, 1991

Name: Natasha Wagner

Address: 6521 29<sup>th</sup> ave

City: Kenosha

State: WI

Zip: 53140

Phone: 262-620-7395

Place of Employment: Woodman's

On August 7, 2012 at 4423 22<sup>nd</sup> ave

I saw and heard the following:

(In your own words, describe WHO did WHAT, WHERE, WHEN, WHY and HOW, be accurate and complete.)

PLEASE PRINT

I, Natasha Victoria Wagner, am 20 years old, born on November 28, 1991. On Tuesday, August 7<sup>th</sup> of 2012 I was assisting the Kenosha Police Department Tavern Unit in conducting compliance checks at local licensed establishments. At about 20:10, I entered citgo at 4423 22<sup>nd</sup> ave and selected a mile's hard black cherry lemonade from the cooler and brought it up to the counter. The clerk was a Hispanic male with a black sleeveless shirt, tattoo on his upper right arm and lower left arm. He asked for my I.D. and punched in my birthdate three times, on the fourth try, he scanned the alcohol and asked for \$ 8.96. I handed him a \$ 10.00 bill and received \$ 1.04 back after the purchase was completed, without a receipt. I exited the building and headed to the tavern unit officers.

I have made the above statement without any threats or promises. It is my desire to state the true facts as to this incident. I have read the above statement and find it is true and correct.

Witness: P.O. [Signature] #491

Signed: [Signature]

Date: August 7, 2012

If your statement is not returned to our department at 1000 - 55th Street, Kenosha, Wisconsin 53140, in person or by mail within 5 days from the time of the complaint, your complaint will be cancelled.

N 1255167

WISCONSIN UNIFORM MUNICIPAL COURT CITATION AND COMPLAINT

\*Deposit Permitted  Cash  Card (For Court Use only)  Juvenile \$ 303

You Are Notified To Appear Is this a mandatory appearance?  yes  no

(Read the reverse side of this citation for court information.)

Date 08-29-12 Time 8:30  AM  PM

KENOSHA Municipal Court

625 52 ST. AMQS

KENOSHA WI 53140

Defendant Name - Last SINGH First GURBIR MI NMT

Street Address 2161 S. ALLIS ST. MILWAUKEE WI 53207

Driver License Number or Other I.D. (specify) S520-2807-4362-07 State WI Exp. Yr. 15

Date of Birth 10-07-74 Sex M Race A Height 510 Weight 180 Hair BLK Eyes BLK

License Plate Number - Plate Type - State - Exp. Yr. -

Plaintiff:  City  Village  Town OF: KENOSHA

Defendant Violated: Ordinance No. 10.01 Adopting State Statute No. 125.07(1)(a)

Description of Violation SALE OF ALCOHOLIC BEVERAGE TO MINOR (1ST OFFENSE)

Week Day TUE Month - Day - Year 08-07-12 Time 8:04  AM  PM At: 4433 22 Av. County: KENOSHA

Name & Address of Parent/Guardian/Legal Custodian (if minor defendant) 12-121947 LLC# 16560 202 13002

Citation Served:  Personally  Mailed to defendant's last known address  Left with person residing at defendant's residence: Name Age

Print Officer Name WEIDNER/POFFENBERGER Department KENOSHA PD I.D. No. 451/536 Date Citation Issued 08-07-12 Telephone Number of Parent/Guardian/Legal Custodian 202-858-3572

MC-2000, 10/01

COURT COPY

SEE REPORT CASE # 121947

KENOSHA JOINT SERVICES  
EVIDENCE/PROPERTY INVENTORY CARD

PROP CARD# 1 OF 1

AGENCY:  POLICE  SHERIFF  
 OTHER: \_\_\_\_\_  
 PROP. CARD LOG# 156642  
 OFFICE USE ONLY  
 SHELF/UNIT: 22  
 BIN: 13N  
 PACKAGE: PA

THE BELOW LISTED PROPERTY WAS  TAKEN  FOUND ON THIS 7<sup>th</sup> OF August, 2012 AT 8004  
 HOURS AT 4433-22nd OFFICER/DEPUTY Widmer UNIT # 431  
 TAKEN FROM \_\_\_\_\_ ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_  
 OWNER NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_  
 OFFENSE AS REPORTED: Sale Alcohol to Minor DATE: 8-7-12 TIME: 8004  
 HELD AS (circle one):  EVIDENCE  FOUND PROPERTY  OTHER: \_\_\_\_\_

VEHICLE: \_\_\_\_\_ MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ STYLE: \_\_\_\_\_ PLATE: \_\_\_\_\_ COLOR: \_\_\_\_\_ TOWED TO: \_\_\_\_\_  
 VIN: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

ITEM	SERIAL	BRAND	MODEL	ADDL DESCRIPTION
1. <u>6 pk Alcohol</u>		<u>Mike's Apple</u>	<u>Black Cherry</u>	<u>11.2 Fl oz Bottles - 40</u>
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

RECEIVED BY: R. Child DATE: 8-8-12 AT 0804 HOURS

*Or*

<input checked="" type="checkbox"/> INCIDENT REPORT <input type="checkbox"/> CRIME - PROPERTY <input type="checkbox"/> CRIME - PERSON	CLASS CODE _____	DATE & TIME REPORTED 08-23-12 1500	PAGE 1 of 3	JURISDICTION GRID	CASE OR EVENT NO. 2012131980
---	------------------	---------------------------------------	----------------	-------------------	---------------------------------

COMPLAINANT/REPORTING PERSON - NAME (FIRM NAME, IF BUSINESS) LAST FIRST MI SEX RACE DOB Kenosha Police Dept.				RESIDENCE PHONE	BUSINESS PHONE 6055220
OFFICE ADDRESS 1000-55 ST Kenosha WI 53140			EMPLOYMENT OR SCHOOL Kenosha Police CITY		

CRIME OR INCIDENT Operate w/o 2nd hand permit	DATE - TIME OCCURRED 08-23-12 1500	WEATHER - LIGHT CONDITIONS Daytime
--	---------------------------------------	---------------------------------------

DESCRIBE LOCATION OF OFFENSE OR TYPE OF PREMISE Gas Station	ADDRESS OR LOCATION OF INCIDENT 4433-22 AVE.
--	---

SUSPECT/STOLEN VEHICLE	MAKE	MODEL	BODY TYPE	COLOR	YEAR	VIN.	LICENSE	STATE	YEAR	IDENTIFYING CHARACTERISTICS
------------------------	------	-------	-----------	-------	------	------	---------	-------	------	-----------------------------

WEAPON, TOOL, OR MEANS OF ATTACK N/A	METHOD USED TO COMMIT CRIME - M.O. N/A
---	---

TRADEMARKS OF SUSPECT(S) ACTION OR CONVERSATION Admitted buying/selling items w/o permit	NATURE OF INJURIES AND LOCATION ON BODY - VICTIM'S CONDITION N/A
---	---

TYPE OF PROPERTY TAKEN/DAMAGED - SEE STOLEN PROPERTY REPORT <input type="checkbox"/> N/A	SERIAL OR I.D.	TOTAL LOSS VALUE	RECOVERED <input type="checkbox"/> YES <input type="checkbox"/> NO
---	----------------	------------------	---

DESCRIPTION OF PROPERTY - MAKE, MODEL, COLOR N/A	LICENSE NO.	STATE	YEAR
---	-------------	-------	------

SUMMARY OF CRIME OR INCIDENT  
R/O issued citation # N1332882 @ Grace City for Operating a 2nd hand article store w/o proper permits.

NO CONSENT FORM

N/A

HAVE GIVEN NO ONE CONSENT TO

WITNESS \_\_\_\_\_ SIGNED \_\_\_\_\_

DATE \_\_\_\_\_

EVIDENCE RECOVERED stos	DISPOSITION OF EVIDENCE Attached	VICTIM RIGHTS FORM YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	PHOTOS YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	SKETCHES/DIAGRAMS YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
NCIC/CIB YES <input type="checkbox"/> NO <input type="checkbox"/>	INQUIRY/ENTRY	DATE-TIME	STATUS Cleared by Arrest <input checked="" type="checkbox"/> OPEN <input type="checkbox"/> CLOSED <input type="checkbox"/> UNFOUNDED <input type="checkbox"/>	UNIT REFERRED TO
REPORTING OFFICER Sgt. R. Ohit #255	NO.	2ND OFFICER	NO.	SUPERVISOR

# KENOSHA POLICE DEPARTMENT

## Supplementary Report

DATE OF SUPPLEMENT 08-24-12 DATE & TIME OF INCIDENT 08-23-12 PAGE NUMBER: 3 OF 3  
CASE NUMBER: #2012131980

REPORTING OFFICER: Sgt. R. Oberst #255

TYPE OF INCIDENT: OPERATE 2<sup>ND</sup> HAND ARTICLE STORE W/O PROPER PERMIT

Suspect: Gurbir NMI Singh 10-07-74 ( Owner) aka Ron Singh 11-23-74

Involved: Steven N. Varnado 04-22-69 (Manager)

Involved: Ravinder Kumar 12-05-61 (Employee)

On August 17<sup>th</sup>, I was advised by Detective Correa that the Grace Citgo Station at 4433-22<sup>nd</sup> Ave. was operating a 2<sup>nd</sup> hand article store w/o the proper permits. Detective Correa had been investigating a case and, at some point during his investigation, he determined that the store had been buying and selling 2<sup>nd</sup> hand articles. It is unclear which employees were involved but since it wasn't the focus of his investigation, he warned them not to conduct any more business and advised them to obtain the proper permits. Detective Correa forwarded this information to me since I have been involved in overseeing these types of businesses.

On August 23<sup>rd</sup>, I responded to the License and Permit Department of city hall to investigate whether or not this location had the proper permits. I was advised that an occupancy permit would be needed but there was not one on file. I then went to the city clerk's office to see if this business had a 2<sup>nd</sup> hand article license. I was advised that they did not but that they had applied for one and that request had not yet been processed. The name on the application was Jagdeep Kaur with a phone number of (414) 236-7626.

I then went to Grace Citgo and met with store manager Steven Varnado and employee Ravinder Kumar. I advised them both of why I was there. Both stated that the store has been buying and selling items for months but that it was all done through a "kiosk" located on the North wall of the building and that only the owner was allowed to make the transactions.

They advised me that the owner was not around and that he usually works afternoons and evening hours. I left my business card with them and asked them to have the owner contact me. At this time, I observed a small store area behind a counter that was comprised of entirely used items. There were approximately 50 cellular phones, several GPS units, car stereo equipment and various other types of gaming units; none of which was boxed or packaged in its original container. There was also a wall of large car speakers and subwoofers.

On the morning of August 24<sup>th</sup>, I returned to the Grace Citgo with Detective Sinani. Both Varnado and Kumar were again working. I had Detective Sinani photograph the area in question. I asked both if there was any log or record of transaction being conducted. Kumar provided two (2) photocopies of transactions. The first consisted of a copy of a driver's license along with a hand written statement that he was selling his PS# for \$75 while swearing that it was not stolen. The second photocopy simply said "PS# sold to Citgo" and was dated 08-14-12.

Reporting Officer:

2nd Officer:

Supervisor:

*Sgt. R. Oberst #255*

h:\supp form1.doc

# KENOSHA POLICE DEPARTMENT

## Supplementary Report

DATE OF SUPPLEMENT 08-24-12 DATE & TIME OF INCIDENT 08-23-12 PAGE NUMBER: 3 OF 3  
CASE NUMBER: #2012131980

REPORTING OFFICER: Sgt. R. Oberst #255

TYPE OF INCIDENT: OPERATE 2<sup>ND</sup> HAND ARTICLE STORE W/O PROPER PERMIT

I then asked Varnado for any documentation that he may have had. Varnado provided a single piece of paper which was a photocopy of a driver's license that had the following writing on it: "hp lap top 00196-114-624-192. I took all three pieces of paper and then further questioned the two on the selling and buying of items at the store. According to Kumar, the store has been buying and selling to people who walk in off the street for the past 2-3 months. However, Varnado stated that the store has been conducting transaction for 8-9 months. I again left my business card and asked them to have the owner contact me.

Approximately noon I received a call from a man claiming to be the owner of Grace Citgo. The man stated that he had received my phone message as well as an employee who told him that the police wanted to speak with him. This man confirmed that he was the owner of the gas station as well as the owner of the smaller store within. He identified himself as Ron Singh with a DOB of 11-23-74.

I informed Mr. Singh why I was at his store and he confirmed that he had been buying and selling 2<sup>nd</sup> hand items for several months. Mr. Singh stated that he wasn't aware that he needed additional permits to do so and thought his retail license covered any and all transactions conducted at the store. ( I checked with City Attorney Ed Antaramian who confirmed that a retail license does not cover 2<sup>nd</sup> hand transactions) Mr. Singh said that only recently did he find out that he needed additional licenses and that once he found this out, he ceased all 2<sup>nd</sup> hand business and applied for the proper permits. I informed Mr. Singh that his application was submitted on Aug. 7<sup>th</sup> but at least one of the transactions his employee provided me was dated Aug. 14.

I also inquired about the name on the application of Jagdeep Kaur. Mr. Singh stated that Jagdeep was his sister. Mr. Singh tried to mitigate his actions by saying that most of his business was off of Craigslist. However, he admitted that he did conduct walk in business at times and that some of his Craigslist people are contacted by phone but that they actually make the transaction at the store.

I informed Mr. Singh that I could appreciate that he is currently attempting to do business the right way but the fact of the matter is that he has been conducting illegal second hand transaction for several months and that I was going to issue him a citation for the violation. I explained the citation to Mr. Singh and he stated that he understood. Since Mr. Singh was not going to be in to work until later in the evening, I informed him that I would have an officer drop off the citation.

I met with Officer Viola and advised him of the situation. I asked Officer Viola to serve the citation on my behalf. I also asked Officer Viola to confirm Mr. Singh's information since he was coming back not on file when I ran him out.

Reporting Officer:

*Sgt. R. Oberst #255*

2nd Officer:

Supervisor:

h:\supp form1.doc

# KENOSHA POLICE DEPARTMENT

## Supplementary Report

DATE OF SUPPLEMENT 08-24-12 DATE & TIME OF INCIDENT 08-23-12 PAGE NUMBER: 3 OF 3  
CASE NUMBER: #2012131980

REPORTING OFFICER: Sgt. R. Oberst #255

TYPE OF INCIDENT: OPERATE 2<sup>ND</sup> HAND ARTICLE STORE W/O PROPER PERMIT

Officer Viola served the citation and left the paperwork for me. On the morning of the 25<sup>th</sup>, I reviewed the citation and noticed that the name Ron had been changed to Gurbir and that the date of birth Mr. Singh gave me (11-23-74) had been changed to 10-07-74. It is unknown why Mr. Singh provided different information to Officer Viola than what he had provided me earlier in the day.

---

Reporting Officer:

*Sgt. R. Oberst #255*

2nd Officer:

Supervisor:

h:\supp form1.doc

#2012131980

N 1332862

WISCONSIN UNIFORM MUNICIPAL COURT CITATION AND COMPLAINT

\*Deposit Permitted \$ 240 ~~xxx~~  Cash  Card

(For Court Use only)

You Are Notified To Appear

Is this a mandatory appearance?  yes  no

Date 09-13-12 Time 830 AM  PM

625-52st. Rm 95 Municipal Court

Kenosha Moni Bldg Kenosha, WI. 53140

Defendant Name - Last Singh First Gurbir NMT MI

Street Address 4433-22ND Kenosha, WI. 53140

Driver License Number or Other I.D. (specify) 6520-2407-4367-07 State WI Exp. Yr. 15

Date of Birth 10-07-74 Sex M Race U Height 5-10 Weight 160 Hair BLK Eyes BLK

License Plate Number Plate Type State Exp. Yr. N/A

Plaintiff:  City  Village  Town OF: Kenosha

Defendant Violated: Ordinance No. 13.02 (c)(1)

Adopting State Statute No.

Description of Violation Operate 2ND hand article w/o permit

Week Day THUR. Month - Day - Year 08-23-12 Time 1500 AM  PM  At: 4433-22 AVE County: Kenosha

Name & Address of Parent/Guardian/Legal Custodian (if minor defendant) Home Address

2161 S. Allis St. Milwaukee, WI 53207

Citation Served:  Personally  Mailed to defendant's last known address  Left with person residing at defendant's residence: Name Age

Print Officer Name SGT. R. OBERST Department Kenosha P.D. I.D. No. 255

Date Citation Issued 08-23-12 Telephone Number of Parent/Guardian/Legal Custodian 442-262-656-1997

MC-2000, 10/01

COURT COPY

AGENCY REPORT

Form with checkboxes for Guilty, Not Guilty, Dismissed, Forfeiture, etc.

Comments

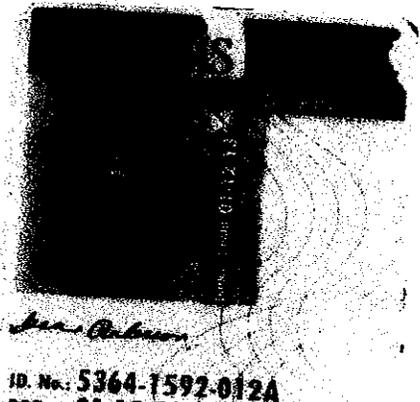
Incident Report See report under case # 2012131980

Table with 10 vertical columns for data entry.

(#1)

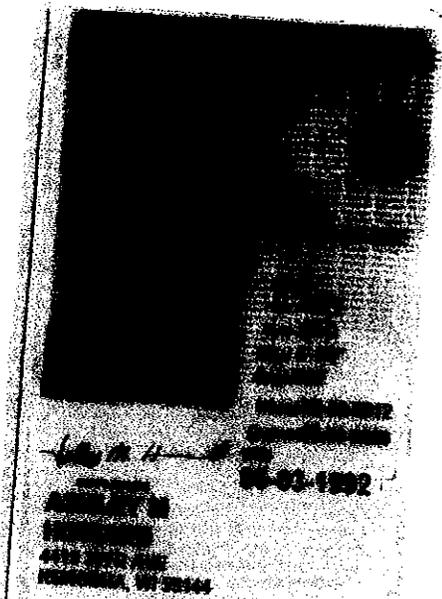
I'm selling my PS3  
for \$75.00 and I swear it  
is not stolen.

~~Alvin Anderson~~  
hl erf



#2

8/14/12  
753 sold to city ①

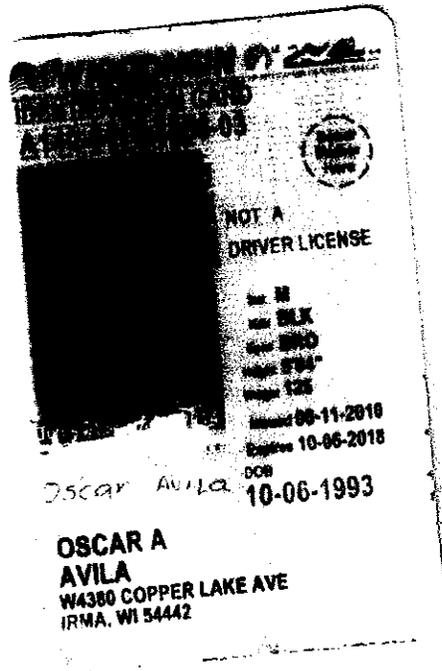


*Jelly M. H.*

#3

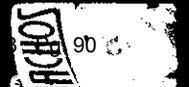
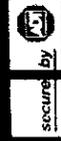
HP LAP TOP

00196-114-624-192

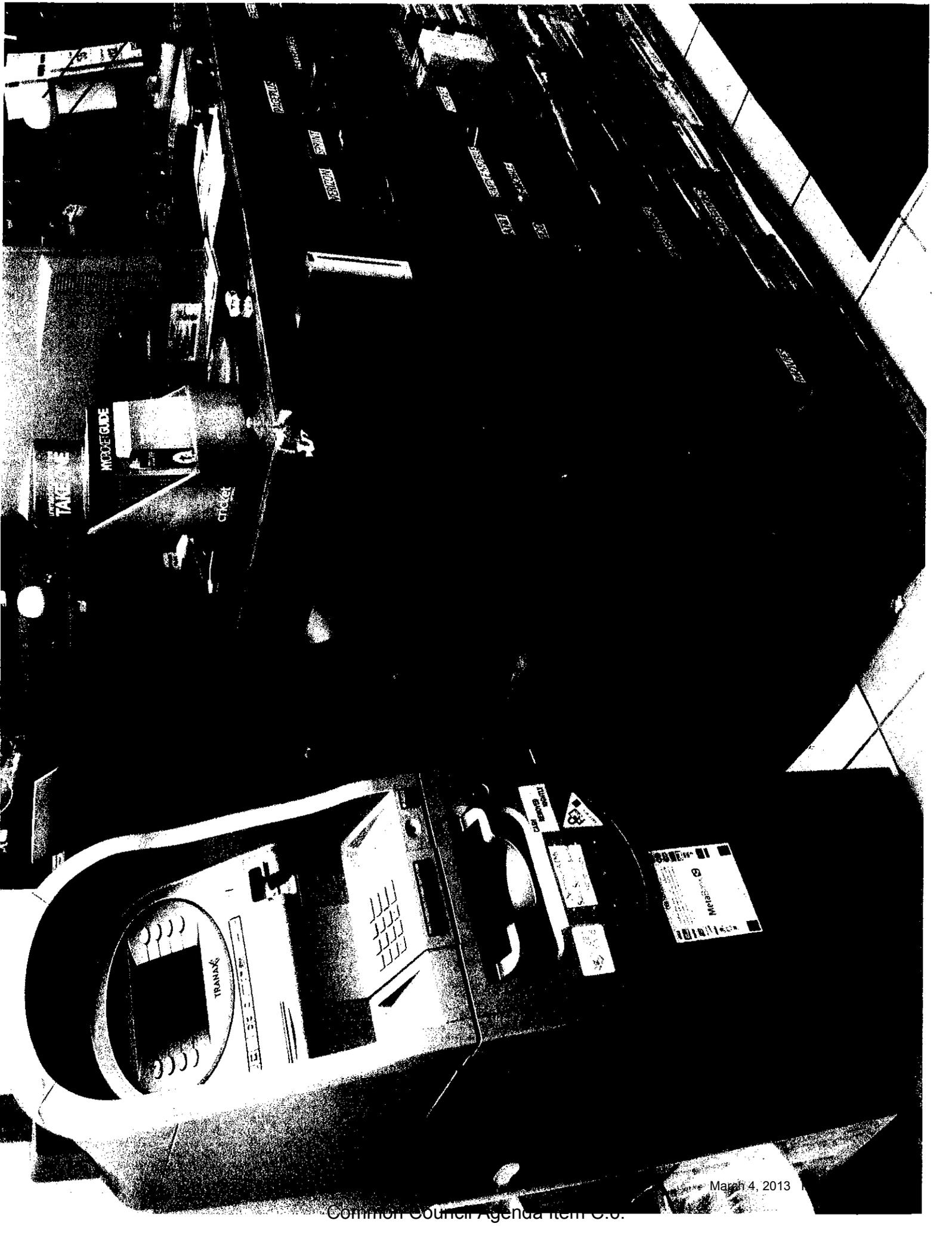


Grace City

Welcome to







TAKE ONE

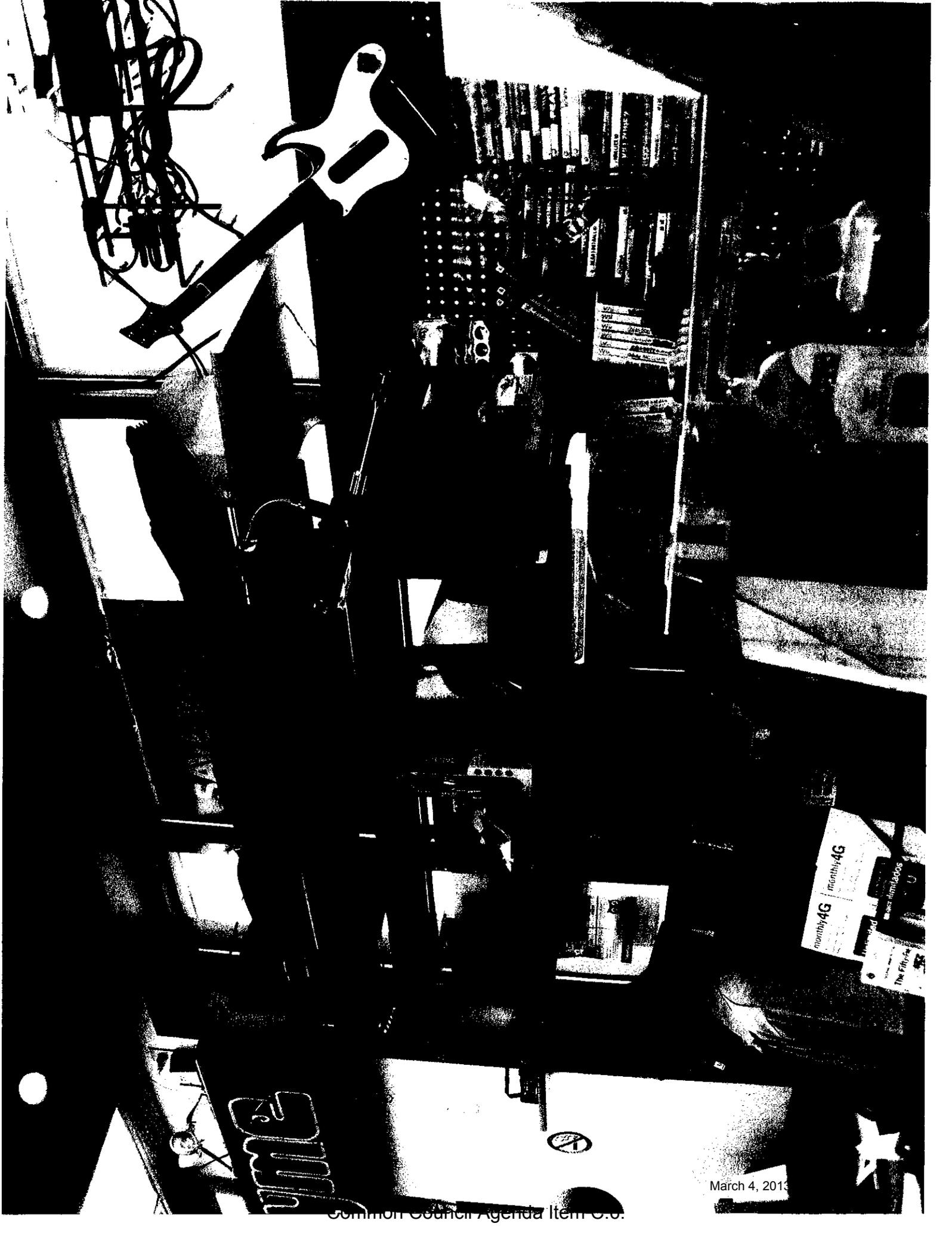
MICROBET GUIDE

TRANSAX

USE EXPIRED MONEY

Microbet  
1-800-444-4444

March 4, 2013



monthly 4G  
monthly 4G  
The Fifth

March 4, 2013



BRAND N  
PHONES

PAGEPLUS

TRACFONE

BOOST

NET 10

U.S. CELLULAR



PAGEPLUS

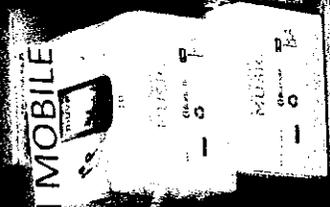
SPRINT

VIRGIN MOBILE

CRICKET

SIMPLE MOBILE

T-MOBILE



PLAYSTATION-2

PLAYSTATION-3

PAGEPLUS

U.S.CELLULAR



SPRINT

VERIZON

VIRGIN

CRICKET

SIMPLE MOBILE

T-MOBILE

AT&T

H2O



MOVIES

PLAYSTATION-2

PLAYSTATION-3

PLAYSTATION-2



CAR HOLDER

SALES

MAK  
BOOK  
TAILS

**V-Thunder**  
Racing Wheel

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**oro**  
PaperPlus ONLINE & IN • 800-550-2436

The  
Twel

ALL SALES  
ARE FINAL  
NO RETURNS



DURACELL  
Energy

Energy

NOBELCO

ALL SALES  
ARE FINAL  
NO RETURNS

<input type="checkbox"/> INCIDENT REPORT <input type="checkbox"/> CRIME - PROPERTY <input checked="" type="checkbox"/> CRIME - PERSON		CLASS CODE _____	DATE & TIME REPORTED 09-30-12 1501	PAGE 1 of 3	JURISDICTION GRID	CASE OR EVENT NO. 2012-153347
COMPLAINANT/REPORTING PERSON - NAME (FIRM NAME, IF BUSINESS) LAST <u>Gould</u> FIRST <u>Marc</u> MI <u>D</u>			SEX <u>M</u> RACE <u>W</u> DOB <u>09-29-89</u>	RESIDENCE PHONE <u>(952) 393-4226</u>		BUSINESS PHONE
RESIDENCE ADDRESS <u>2320 Taylor Ave</u>		CITY <u>Racine</u>	STATE <u>WI</u>	ZIP <u>53403</u>	EMPLOYMENT OR SCHOOL <u>Carthage College</u>	CITY
CRIME OR INCIDENT <u>Theft</u>			DATE - TIME OCCURRED 09-30-12 1145-1300	WEATHER - LIGHT CONDITIONS <u>n/a</u>		
DESCRIBE LOCATION OF OFFENSE OR TYPE OF PREMISE <u>Carthage College</u>				ADDRESS OR LOCATION OF INCIDENT <u>2001 Alford Park Dr.</u>		
SUSPECT/ STOLEN VEHICLE	MAKE	MODEL	BODY TYPE	COLOR	YEAR	VIN.
WEAPON, TOOL, OR MEANS OF ATTACK <u>unknown</u>			METHOD USED TO COMMIT CRIME - M.O. <u>took phone without consent</u>			
TRADEMARKS OF SUSPECT(S) ACTION OR CONVERSATION <u>took phone and left scene</u>			NATURE OF INJURIES AND LOCATION ON BODY - VICTIM'S CONDITION <u>none</u>			
TYPE OF PROPERTY TAKEN/DAMAGED - SEE STOLEN PROPERTY REPORT <input type="checkbox"/>				SERIAL OR I.D. <u>C284F2DWDTC1</u>	TOTAL LOSS VALUE <u>\$200.00</u>	RECOVERED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
DESCRIPTION OF PROPERTY - MAKE, MODEL, COLOR <u>Apple iPhone 4S black 16gb</u>				LICENSE NO. <u>n/a</u>	STATE	YEAR
SUMMARY OF CRIME OR INCIDENT						

On 09-30-12 at 1501, I, PIO #586, responded to C/tpg 4433 22nd Ave for a report of a theft that occurred at Carthage College 2001 Alford Park Dr. No suspect information.

NO CONSENT FORM

I, Marc Gould, HAVE GIVEN NO ONE CONSENT TO take my property.

WITNESS [Signature] 586  
Kyan Allen 09-30-12  
 1703

SIGNED [Signature]  
 DATE 09-30-12

EVIDENCE RECOVERED <u>none</u>		DISPOSITION OF EVIDENCE <u>n/a</u>		VICTIM RIGHTS FORM <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	PHOTOS <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	SKETCHES/DIAGRAMS <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
NCIC/CIB <input type="checkbox"/> YES <input type="checkbox"/> NO	INQUIRY/ENTRY	TTY CANCELLED	DATE-TIME	STATUS <input type="checkbox"/> OPEN <input type="checkbox"/> CLOSED <input type="checkbox"/> UNFOUNDED		UNIT REFERRED TO
REPORTING OFFICER <u>Allen</u>	NO. <u>586</u>	2ND OFFICER	NO.	SUPERVISOR <u>[Signature]</u>		

# KENOSHA POLICE DEPARTMENT

## Supplementary Report

DATE OF SUPPLEMENT:

9/30/2012

DATE & TIME OF INCIDENT:

9/30/2012 @ 1501 hours

PAGE NUMBER:

2 of 3

CASE NUMBER:

12-153347

REPORTING OFFICER:

Alles #586

TYPE OF INCIDENT:

Theft

Victim:

Name: Gould, Marc D

DOB: 09-29-89

Sex/Race: M/W

Address: 2320 Taylor Ave Racine, WI 53403

Telephone: 952-393-4226

Involved:

Name: Nawrot, Larry C

DOB: 08-24-91

Sex/Race: M/W

Address: 357 Donna Ln Bloomingdale, IL 60108

Telephone: 630-740-0753

Involved:

Name: Singh, Gurbir nmi

DOB: 10-07-74

Sex/Race: M/W

Address: 2161 S. Allis St Milwaukee, WI 53207

Telephone: 414-687-9164

Involved:

Name: Varnado, Steven L

DOB: 09-20-71

Sex/Race: M/B

Address: 4433 22<sup>nd</sup> Ave Kenosha, WI 53140 (work)

Telephone:

On 09-30-12 at 1501, I, P/O Alles #586, responded to Citgo 4433 22<sup>nd</sup> Ave for a report of a theft that occurred at Carthage College 2001 Alford Park Dr.

Upon arrival, I was able to speak with Marc Gould and he informed me that his phone was stolen while he was working inside the coach's office at Carthage College. Marc stated his phone was left on his desk and he was in the adjoining office watching footage for football and when he came out, his phone was gone. Marc said that his office was in the Tarble Athletic Recreation Center at Carthage College. Marc explained that he last noticed having his phone at 1100hrs and then noticed it missing at 1300hrs; the phone was a black Apple iPhone 4S 16GB. Marc stated that the office is usually unlocked and anyone in the school could have walked into the office area and took his phone, which was next to a window viewable by passing students. Marc explained that when he noticed his phone missing, he used the "Find my iPhone" application on his computer to track where his phone was, which was showing near the corner of 22<sup>nd</sup> Ave and 44<sup>th</sup> Pl. Marc said that just in case he misplaced the phone, he sent multiple "Pings" to his phone to attempt to locate it. Marc stated that he sent these signals multiple times while the locator showed the phone at 22<sup>nd</sup> Ave and 44<sup>th</sup> Pl. Marc said that the phone was then turned off after multiple signals sent to the phone. Marc valued the phone at \$200.00 and the silver see-through case on it at \$5.00. See statement given by Marc.

I then went inside Citgo and spoke with the owner, Gurbir Singh. Gurbir initially denied having taken any iPhone today. After questioning Gurbir multiple times, he called his employee, later identified as Steven Varnado, and he was informed by Steven that he purchased a black Apple iPhone sometime today. Gurbir was unable to give a specific time; however, he only

Reporting Officer:

Ryan Alles #586

2nd Officer:

Supervisor:

*St. Hansche*

\\kpdstorage\users\rwa586\my documents\12-153347.doc

# KENOSHA POLICE DEPARTMENT

## Supplementary Report

DATE OF SUPPLEMENT:

**9/30/2012**

DATE & TIME OF INCIDENT:

**9/30/2012 @ 1501 hours**

PAGE NUMBER:

**3 of 3**

CASE NUMBER:

**12-153347**

REPORTING OFFICER:

Alles #586

TYPE OF INCIDENT:

Theft

stated that Steven worked from 0800hrs until 1330hrs today. Gurbir was unable to inform me who brought him the phone and that he does not keep track of these transactions. Gurbir stated that he has bought/sold about ten to twelve phones within the past year and that he does not keep any documentation of these transactions. Gurbir was then able to provide a black Apple iPhone that Steven purchased today, 09-30-12, from the office in the basement at Citgo.

The phone that Gurbir handed me had a passcode set, which was not originally set by Marc. While I was holding the phone, I was able to have Marc's friend, Larry Nawrot, send a "Ping" signal to Marc's phone. When Larry sent this signal, a "Find my iPhone Alert" notification showed on the main screen of the phone, as well as giving an audible alert. The passcode placed on the phone was "1234," which was able to unlock the phone. While Marc was on the phone with Verizon Wireless, I was able to have their customer service representative read the MEID number from Marc's phone, which matched the one I located. The MEID #99000185002070 was located on the phone. This phone also had a serial number of C28HF2DWDTTC1. To further identify the phone as Marcs, I observed photographs of Marc already on the phone. The phone was then returned to Marc.

It should be noted that Gurbir initially claimed that he does have records of the phone transactions and he refused to show us, later claiming he does not keep record. Gurbir was not cooperative during the investigation and appeared to be extremely nervous while speaking to him in regards to the stolen phone. Gurbir was taken into custody on an unrelated commitment, transported by P/O Londo #572.

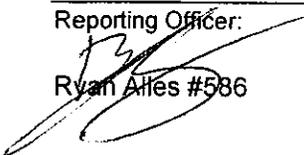
When an alert is sent to the phone, it would emit a loud audible sound and display the "Find my iPhone Alert." Marc did this alert multiple times while the locator showed the phone at Citgo 4433 22<sup>nd</sup> Ave.

Marc signed a no consent form and was given a victim rights form. Marc provided a written statement. No suspect information in regards to the initial theft. Carthage security advised that they have no surveillance cameras in the area of the theft.

See supplemental report by P/O #572.

Silver phone case was no located.

Reporting Officer:

  
Ryan Alles #586

2nd Officer:

Supervisor:



\\kpdstorage\users\rwa586\my documents\12-153347.doc

# KENOSHA POLICE DEPARTMENT

## Supplementary Report

DATE OF SUPPLEMENT:  
**9/30/2012**

DATE & TIME OF INCIDENT:  
**09/30/12 @ 1501hrs**

PAGE NUMBER:  
**1 of 1**

CASE NUMBER:  
**12-153347**

REPORTING OFFICER: PO Londo #572

TYPE OF INCIDENT: Theft

---

INVOLVED:

NAME: SINGH, GURBIR

DOB: 10-07-74

SEX/RACE: M/A

ADDRESS: 2161 S. ALLIS ST MILWAUKEE, WI 53207

TELEPHONE: 414-687-1997

---

On 09-30-12 @ around 1501hrs I, PO Londo #572, responded to back PO Alles #586 up on a theft call at 4433 22AV.

Upon arrival, PO Alles 586 advised me that a stolen iphone was "pinged" and believed to be at 4433 22AV. The phone was reported stolen from Carthage college around noon on 9-30-12. The Citgo at that location is known to buy and sell used phones inside the store. Upon speaking to owner, Gurbir Singh (verbal), he denied purchasing any phones today. He called an employee, he initially only knew as "Steve," and eventually admitted to officers that Steve purchased a cell phone for Citgo, from an unknown person today. Singh denied knowing any of Steve's information, but eventually made a phone call, and gave the name, Steven Varnado male black, social security # 355-60-2320. Singh told me he has personally bought and sold 10-12 used cell phones from people, within his store in the last year, and admitted to knowing he should have a log book to keep track of second hand item transactions, but denied having one. Singh initially claimed he did have a log book, prior to denying it.

PO Alles eventually advised me that Singh had a warrant for unlicensed amusement or recreation (ORD 12.01) and he was taken into custody upon its confirmation. I transported Singh to the Kenosha Police Department in squad 3079 and he eventually posted \$366 bond. While at the police department, Singh denied having a pawn, or second hand dealer's license. Singh was released at the front counter of the PSB.

See PO Alles' report for more information.

Two separate listings for a Steven Varnado were located between Cisco and Mug-o-matic. One has middle initial L and dob of 9-20-71, with a social security number of 355-60-2320 (listed in mug o matic). A Steven Varnado listed in Cisco is also shown as a Grace Citgo (4433 22AV) employee, but with a dob of 4-22-69, and a middle initial of N.

---

Reporting Officer:

*D. Londo*

2nd Officer:

*#572*

Supervisor:

*St. Hansche*

\\kpdstorage\users\ddl572\my documents\forms\reports 2012\12-153347 theft.doc

County of Kenosha Sheriff Dept.

Date of Birth: 09-29-89

Name: Marc Gould

Address: 2320 Taylor Ave

City: Racine

State: WI

Zip: 53403

Phone: (952) 393-4226

Place of Employment: Carthage College

On 09-30-12, 1145-1501, at 2001 Alfred Pk Dr.

I saw and heard the following:

(In your own words, describe WHO did WHAT, WHERE, WHEN, WHY and HOW, be accurate and complete.)

PLEASE PRINT

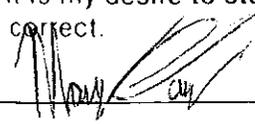
MG My name is Marc Gould. I work at Carthage College. I got into the office this morning at 11:00 am. My phone was sitting on my table in the Couches office in the Tarble Athletic Recreation Center. I left my phone on the table (which is viewable from the window) when I went into the conjoining office for a meeting. When I got out of the meeting, I realized that my phone was missing. I used the "Find My iPhone" application on the computer to track the location of it. I saw that it was near the corner of 2nd Ave, and 44th place at the Citgo gas station. I sent "pings" to my phone in case ~~where~~ I had misplaced it and it was near me. When I tried calling it again - and it went right to voicemail - therefore it was turned off.

When we met the police at the Citgo, they went in and came back out with my phone. I took my friend Larry Nawrot's phone and used the "Find my iPhone" application to show the officers what happens when I "ping" the phone. It makes an alert sound and says "Find my iPhone alert".

I sent multiple "ping" alerts to the phone after I saw that it was near the corner of 2nd Ave. and 44th place. MG

I have made the above statement without any threats or promises. It is my desire to state the true facts as to this incident. I have read the above statement and find it is true and correct.

Witness:   
 09-30-12  
 1737

Signer:   
 Date: 09-30-12

If your statement is not returned to our department at 1000 - 55th Street, Kenosha, Wisconsin 53140, in person or by mail within 5 days from the time of the complaint, your complaint will be cancelled.

COURT CITATION AND COMPLAINT

Juvenile  Cash  Card  (For Court Use only)

You Are Notified To Appear  
Is this a mandatory appearance?  yes  no  
(Read the reverse side of this citation for court information.)  
Date NOV 21 2012  
Time 830  AM  PM

Defendant Name - Last Stacy First Carlie MI WI  
Street Address 4433 22nd Post Office Kenosha State WI Zip Code 53140  
Driver License Number or Other I.D. (specify) 5020-2807-4367-07 State WI Exp. Yr. 15

Municipal Court  
625-5257 Pm 95  
Kenosha, WI 53140

Date of Birth 10-07-74 Sex M Race W Height 510 Weight 180 Hair Blk Eyes Blu  
License Plate Number NH Plate Type 13.02 (C) (1) State WI Exp. Yr.

Plaintiff:  City  Village  Town  
OF: Kenosha

Defendant Violated:  
Ordinance No. 13.02 (C) (1) Adopting State Statute No.

Description of Violation OPERATE 2ND HAND ARTICLE w/o Permit #2012153347

Week Day SUN Month - Day - Year 09-30-12 Time 3:00  AM  PM  
At: 4433 22nd Ave.  
County: Kenosha

Name & Address of Parent/Guardian/Legal Custodian (if minor defendant)  
Home (HHD) 477-5696  
2161 S. Allis St.  
Milwaukee, WI 53207

Citation Served:  Personally  Mailed to defendant's last known address  
 Left with person residing at defendant's residence: Name  Age

Telephone Number of Parent/Guardian/Legal Custodian  
(262) 656-1997

Print Officer Name SGT. R. CROST Department KENOSHA P.D. I.D. No. #255 Date Citation Issued 10-18-12

MC-2000, 10/01 **COURT COPY**

Vertical lines for notes and signatures. Includes sections for Court Officer, Incident Report, and Other Dispositions.

**N 1332745 WISCONSIN UNIFORM MUNICIPAL COURT CITATION AND COMPLAINT**

\*Deposit Permitted  Cash  Card  (For Court Use only)  
 \$ 210.00  
 \*Deposit Permitted  Cash  Card

**You Are Notified To Appear**  
 Is this a mandatory appearance?  yes  no  
 (Read the reverse side of this citation for court information.)  
 Date APR 24 2012  
 Time 8:30  AM  PM  
 Municipal Court

Defendant Name - Last Straubel First Gregory MI MI  
 Street Address 14133-22nd State MI Zip Code 48140  
 Driver License Number or Other I.D. (specify) 5520-2807-1367-07 State MI Exp. Yr. 15  
 Date of Birth 10-07-74 Sex M Race W Height 5'10 Weight 180 Hair Blk Eyes Brn  
 License Plate Number MA 13-02 (C) (1) State MI Plate Type (C) (1) Adopting State MI Statute No. 13.02 (C) (1)

Plaintiff:  City  Village  Town   
 OF: Keweenaw  
 Description of Violation  
EXHIBIT 2ND HAND ARTICLE w/o Permit  
 Week Day SUN Month 09 Day 17 Year 2011 Time 3:01  
 Citation Served:  Personally  Mailed to defendant's residence: Name SECT. R. CROST Department Keweenaw PD #255 I.D. No. #255 Age 10-13-12  
 Left with person residing at defendant's residence: Name \_\_\_\_\_ Department \_\_\_\_\_ I.D. No. \_\_\_\_\_ Age \_\_\_\_\_  
 Print Officer Name SECT. R. CROST Date Citation Issued 10-13-12  
 Telephone Number of Parent/Guardian/Legal Custodian 262-636-1097

Defendant Violated: Ordinance No. 13.02 (C) (1)  
 Name & Address of Parent/Guardian/Legal Custodian (if minor defendant)  
HOME (M) 477-5696  
2161 S. HILLS ST.  
MILWAUKEE, WI 53207  
 Telephone Number of Parent/Guardian/Legal Custodian (262) 636-1097

COURT COPY

Disposition:  Plead Guilty  Plead Not Guilty  Dismiss  Postpone  
 Other Disposition: \_\_\_\_\_

Court Office \_\_\_\_\_ Comments \_\_\_\_\_

Incident Report  
See reports under case #2012153347

# KENOSHA POLICE DEPARTMENT

## Supplementary Report

DATE OF SUPPLEMENT 10-18-2012 DATE & TIME OF INCIDENT 09-30-2012 PAGE NUMBER: 1 OF  
CASE NUMBER: #2012153347

REPORTING OFFICER: Sgt. R. Oberst #255

TYPE OF INCIDENT: THEFT/OPERATE W/O 2<sup>ND</sup> HAND PERMIT (2<sup>ND</sup> OFFENSE)

Victim: Gould, Marc D. 09-29-89

Suspect: Gurbir NMI Singh 10-07-74 ( Owner) aka "Kyle" Singh 11-23-74

Involved: Steven N. Varnado 04-22-69 (Manager)

Involved: Ravinder Kumar 12-05-61 (Employee) 3931 Western Way Racine, Wi. 53404 262 681-2996  
Aka "Nate" or "Revi"

On Sunday 09-30-12, Marc Gould called to the Kenosha Police Department to report that his I-Phone was stolen from Carthage College. Marc used a computer application to track his phone via GPS to the Citgo Station at 44<sup>th</sup> St. and 22<sup>nd</sup> Ave.

Officers Alles and Londo met Marc at that location and were informed of what had transpired. The officers spoke with the store owner, Girbir Singh. Mr. Singh was advised of the stolen phone and he vehemently denied having the phone on numerous occasions. Officer informed Singh about the GPS locator showing that the phone was on his property. Mr. Singh made a phone call to an employee he claimed to have been working earlier in the day. Mr. Singh stated that the employees name was Steve but when asked for Steve's full information, Singh claimed that he didn't know it.

After the phone call with Steve, Singh told officers that Steve admitted to buying the phone earlier that day and that and told Singh where the phone was. Singh told officers that Steve had worked from 0800-1330 hours that day and purchased the phone during that time. Girbir stated that he has purchased 10-12 phones in the past year. Originally Girbir told officers that he records such transaction but refused to show officers a log book when asked. Girbir later admitted he did not have a log book or a second hand license that is required in order to legally conduct such transactions.

Girbir was now upset and made a statement to officers to the effect of " I told those guys not to buy any phones when I'm not here" and also asked why he was being held accountable for something that happened when he wasn't around.

Singh then went to the basement and brought back the I-Phone in question. The phone had a security password set and Girbir knew the password; subsequently unlocking the phone for officers. Marc told officers that the phone did not previously have a password set.

With the phone unlocked, Officers compared the serial number and MEID number to confirm that the phone belonged to Marc. In addition, there were pictures of Marc on the phone. The phone was returned to Marc.

SEP 30 11:20

Reporting Officer:



2nd Officer:

Supervisor:

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RECORDS BUREAU

March 4, 2013 Pg. 107

Common Council Agenda Item C.6.

# KENOSHA POLICE DEPARTMENT

## Supplementary Report

DATE OF SUPPLEMENT 10-18-2012 DATE & TIME OF INCIDENT 09-30-2012 PAGE NUMBER: 1 OF  
CASE NUMBER: #2012153347

REPORTING OFFICER: Sgt. R. Oberst #255

TYPE OF INCIDENT: THEFT/OPERATE W/O 2<sup>ND</sup> HAND PERMIT (2<sup>ND</sup> OFFENSE)

Officers completed their reports and forwarded a copy to me regarding the purchasing of a phone w/o the proper permits.

After reviewing the reports, I made several attempts to contact Singh but was unable to. I called the number Singh provided me on a previous occasion but the phone was not in service. I also contacted city hall and got a number that Girbir provided to them on a license application. That number also was not in service. I stopped by the Citgo and left my card on at least 2 occasions but Girbir did not contact me.

On Sunday October 7<sup>th</sup>, I stopped by the Citgo around 7 PM and located Girbir. I introduced myself and informed Girbir that I would like to talk to him about the stolen phone. (It should be noted that Girbir had the odor of an alcoholic beverage on his breath and his eyes were glassy. Girbir was not intoxicated but obviously had been drinking. Girbir went so far as to grab a pack of gum off of the shelf and chewed it in an attempt to cover up his breath. Even though there was another employee there, Girbir was behind the counter and told me that he was currently working.)

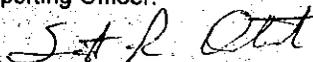
Girbir changed his story from what he told the officers originally. Girbir told me that some guy brought the phone in to be reprogrammed and that it was not purchased. He told me that one of his employees, Ravinder Kumar, reprograms phone and happened to stop in the store that day even though it was his day off. According to Girbir, Kumar told the guy that he couldn't reprogram the phone today but would do so the next day. Girbir stated that the guy left the phone and was supposed to return the following day to pick it up.

On Tuesday, 10-16-12, I stopped into the Citgo and located Steven Varnado. I informed Steven that I would like to speak with him regarding stolen phone. We went to the kitchen area in order to have some privacy. When asked about the phone, Steven told me basically what Girbir had told me about the reprogramming of the phone. After confronting Steven with some inconsistencies, he admitted that he was lying to me.

Steven told me that on Monday, October 1<sup>st</sup>, he came into work and met with Girbir and Kumar in the kitchen area. Girbir told Steven that the police had been there the prior night and located a stolen phone. Girbir stated that they needed to come up with a story and be on the same page in case the police investigated any further. That is when they came up with the story about some black guy bringing in the phone-only to be reprogrammed. That way there was no purchase involved and nobody would get in trouble. Steven stated that he agreed to go along with that story since Girbir was his boss and he didn't want to lose his job.

Steven apologized on at least 2 occasions for lying to me and gave me a written statement regarding the incident.

Reporting Officer:



2nd Officer:

Supervisor:

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# KENOSHA POLICE DEPARTMENT

## Supplementary Report

DATE OF SUPPLEMENT 10-18-2012 DATE & TIME OF INCIDENT 09-30-2012 PAGE NUMBER: 1 OF  
CASE NUMBER: #2012153347

REPORTING OFFICER: Sgt. R. Oberst #255

TYPE OF INCIDENT: THEFT/OPERATE W/O 2<sup>ND</sup> HAND PERMIT (2<sup>ND</sup> OFFENSE)

As I completed Steven's statement, I observed that Kumar had come into work. I advised Kumar that I needed to talk to him about the stolen phone and would like him to come to the police department to give a statement. I advised Kumar that he was not under arrest and that coming to the police station would be voluntary. I further advised him that he could take his own car and follow me to the police station.

In Interview Room 1161 I advised Kumar that I had already spoken to Gurbir and Steven regarding this case. I advised Kumar that he should tell me the truth and that if he lied to me that he would be charged with Obstructing an Officer. Kumar stated that he understood. Kumar told me that on Sunday 09-30-12, he was not working but he stopped in the Citgo to grab a phone charger. Kumar stated that a black male came into the store with the phone in question and asked Kumar to reprogram the phone. Kumar advised the M/B that he could not do it today but that the man should come back tomorrow. Kumar stated that the man left the phone at the store.

Kumar stated that he later learned from Gurbir that the phone was stolen. According to Kumar, Gurbir told him that if the M/B returned to the store that he (Kumar) pretend like he was going to reprogram the phone and was to get the M/B's identification so that they could give it to the police.

I then informed Kumar that I have information that contradicts what he was telling me. I gave him another chance to tell me the truth but he maintained that his story was correct. I then advised him that I would like to see the video from this incident and he advised me that he would attempt to obtain the video. Kumar signed his statement and left.

Just prior to 1500 hours, I received a call from Gurbir. Gurbir stated that he was aware that I was looking for him. I advised Gurbir that I was still investigating the theft case and needed to take a statement from him. I asked him to come to the safety building ASAP. Gurbir agreed and stated that he would come to the police station on Thursday at noon.

On Thursday, around 1100 hours, I received a voicemail from a woman by the name of Nicole who claimed to be Gurbir's wife. Her message was that Gurbir was ill and was not going to make the appointment. I call Nicole back and she informed me that maybe Gurbir would be in Kenosha on Sunday because he always works a double shift on Sunday. I had her clarify and she stated that Gurbir always works both 1<sup>st</sup> and 2<sup>nd</sup> Shift on Sundays; which coincides with Steven saying that he (Steven) doesn't work on Sundays.

I told Nicole that I was working both Saturday and Sunday and that Gurbir should call me when he is feeling better so that I could take his statement.

It became very clear to me that Gurbir was avoiding me as he has done in the past. It was also very clear that he was being less than truthful with the responding officers and myself. During my past dealings with him, he has given me phone numbers that were disconnected, a false name, a false date of birth and has been otherwise elusive. Even the store employees stated that they did not have a current

Reporting Officer:

*Sgt. R. Oberst*

2nd Officer:

Supervisor:

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March 4, 2013 Pg. 109

# KENOSHA POLICE DEPARTMENT

## Supplementary Report

DATE OF SUPPLEMENT 10-18-2012 DATE & TIME OF INCIDENT 09-30-2012 PAGE NUMBER: 1 OF  
CASE NUMBER: #2012153347

REPORTING OFFICER: Sgt. R. Oberst #255

TYPE OF INCIDENT: THEFT/OPERATE W/O 2<sup>ND</sup> HAND PERMIT (2<sup>ND</sup> OFFENSE)

contact number for Gurbir and that they must call a friend, who would call Gurbir's wife, but that they did not have a direct number for him.

I gave Gurbir 2 weeks to feel better and contact me but he had not. On Thursday, 11-01-12, I called him back and his wife answered the phone. She identified herself as Nicole and was told that Gurbir had not contacted me since we spoke 2 weeks ago. She advised me that Gurbir was sleeping but that she thought that he "took care of that". I advised her to have Gurbir contact me today prior to 3 or I was going to submit charges. He did not.

On Friday, 11-02-12, I received a voicemail from Gurbir stating that he received the message from his wife and that he was available to come in today for a statement. I called Gurbir back but got voicemail again. I left a message asking him to contact me ASAP.

On Saturday, 11-03-12, I spoke with Gurbir who stated that he would come in between 11-12. A little after 1PM, Gurbir showed up at the police station. I informed Gurbir that I was aware that he had not been completely truthful with officers or me. Gurbir apologized and stated that he wanted to resolve this issue. Gurbir gave me a statement that he came into work around 1:30 on the day in question and that he was unaware of any phones being taken in. Gurbir stated that he called an employee, Steven Varnado, and Steven told him that Revi had taken in a phone earlier in the day. Gurbir told me that he spoke with Revi and Revi told him that he was just "holding" the phone for some guy until he could reprogram it. Gurbir stated that he honestly doesn't know if Revi was telling the truth or not but he (Gurbir) acknowledged that he (Gurbir) is responsible for everything that happens at the store even if he is not at the store.

I concluded the interview by issuing Citation # N1332745 to Gurbir for Operating Without a 2<sup>nd</sup> Hand Article Permit. This is the second offense for this violation as I had previously issued a citation on 08-23-12 under case number #2012131980.

NOV 03 2012 10:20

Reporting Officer:

*Sgt. R. Oberst*

2nd Officer:

Supervisor:

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March 4, 2013 Pg. 110

# KENOSHA POLICE DEPARTMENT

## Supplementary Report

DATE OF SUPPLEMENT:

10/15/2012

DATE & TIME OF INCIDENT:

09/30/12 @ 1501hrs

PAGE NUMBER:

1 of 1

CASE NUMBER:

12-153347

REPORTING OFFICER: PO Londo #572

TYPE OF INCIDENT: Theft

INVOLVED:

NAME: SINGH, GURBIR

DOB: 10-07-74

SEX/RACE: M/A

ADDRESS: 2161 S. ALLIS ST MILWAUKEE, WI 53207

TELEPHONE: 414-687-1997

On 10-14-12 @ around 2105hrs I, PO Londo #572, received an email request from Sgt Oberst #255 to provide further clarification on a theft call at 4433 22AV. The following is a follow-up to Theft case number 12-153347.

On 9-30-12 at around 1530hrs, while speaking with Gurbir Singh, inside the west end of the Citgo station at 4433 22AV, regarding a reportedly stolen iPhone, he appeared to be speaking with someone on his phone. Singh eventually advised me he was speaking with his employee, Steven Varnado, male black, social security #355-60-2320, and claimed "Steve" had purchased an iPhone for Citgo, earlier in the day from an unknown person. Singh appeared very upset with his employee and immediately after speaking with Varnado on his phone, he said something to the effect of "I told them not to fucking buy phones when I'm not here" (referring to his employees). He admitted Varnado bought the iPhone to officers multiple times and even went as far as telling me he shouldn't be responsible because he can't control what his employees do when he's not here. Singh wasn't able to tell me how much Varnado paid, but did say he would need to "investigate" that part himself. When told to call Varnado back, Singh told me he was no longer answering his phone.

See other reports for additional information.

Reporting Officer:

Darren Londo 572  
Darren Londo # 572

2nd Officer:

Supervisor:

Sgt R. O'Dell

# KENOSHA POLICE DEPARTMENT

## Supplementary Report

DATE OF SUPPLEMENT:

11/1/2012

DATE & TIME OF INCIDENT:

09-30-12 @ 1501 hours

PAGE NUMBER:

1 of 1

CASE NUMBER:

12-153347

REPORTING OFFICER:

Alles #586

TYPE OF INCIDENT:

Theft

Victim:

Name: Gould, Marc D

DOB: 09-29-89

Sex/Race: M/W

Address: 2320 Taylor Ave Racine, WI 53403

Telephone: 952-393-4226

Involved:

Name: Nawrot, Larry C

DOB: 08-24-91

Sex/Race: M/W

Address: 357 Donna Ln Bloomingdale, IL 60108

Telephone: 630-740-0753

Involved:

Name: Singh, Gurbir nmi

DOB: 10-07-74

Sex/Race: M/W

Address: 2161 S. Allis St Milwaukee, WI 53207

Telephone: 414-687-9164

Involved:

Name: Varnado, Steven L

DOB: 09-20-71

Sex/Race: M/B

Address: 4433 22<sup>nd</sup> Ave Kenosha, WI 53140 (work)

Telephone:

On 09-30-12 at 1501, I, P/O Alles #586, responded to Citgo 4433 22<sup>nd</sup> Ave for a report of a theft that occurred at Carthage College 2001 Alford Park Dr.

I was then asked to write a supplemental report today, 10-15-12, to provide further clarification of the incident.

While on scene (09-30-12), speaking with Gurbir Singh, he did not mention, at any point, that he was holding the Apple iPhone to reprogram the device. Gurbir was hesitant to inform me that he had the cell phone in his possession. After questioning Gurbir, he made contact with an employee of his, Steven Varnado, and it was learned that Steven purchased the Apple iPhone earlier in the day. Gurbir initially claimed that he kept record of these transactions (buying/selling used cell phones) and later stated that he did not keep record. Gurbir also never mentioned another employee named "Nick" or that "Nick" was holding the phone for someone. Gurbir admitted that he has bought and sold between 10 to 12 cell phones in the past year.

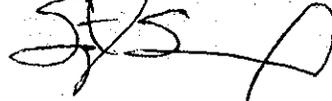
Gurbir was not fully cooperative during the course of the investigation and was hesitant to provide information.

Reporting Officer:

Ryan Alles #586

2nd Officer:

Supervisor:



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March 4, 2013 Pg. 112

# KENOSHA POLICE DEPARTMENT

## Supplementary Report

DATE OF SUPPLEMENT 10-16-2012 DATE & TIME OF INCIDENT 09-302012 PAGE NUMBER: 1 OF 1  
CASE NUMBER: #2012153347

REPORTING OFFICER: Sgt. R. Oberst #255

TYPE OF INCIDENT: OPERATE 2<sup>ND</sup> HAND ARTICLE STORE W/O PROPER PERMIT

*RK*  
Suspect: Gurbir NMI Singh 10-07-74 (Owner) aka Kyle Singh 11-23-74

Involved: Steven N. Varnado 04-22-69 (Manager)

Involved: Ravinder Kumar 12-05-61 (Employee) 3931 Western Way Racine, Wi. 53404 262 681-2996

On 10-16-2012 around 2:00 PM. Detective Sgt. Oberst came into the Citgo station where I work. He advised me that he wanted to speak with me about a stolen I-Phone. He advised me that he would like to take a statement from me at the police station. He informed me that it was voluntary and that I was not under arrest. He advised me that I could even take my own car so I followed him to the police station.

In a private room, he explained that anything false would be Obstructing Police and that was a crime. I stated that I understood.

On 09-30-12, I was off but I needed to stop at work to get a charger. A black male, who is a frequent customer, came in with an I-Phone. He asked me to activate the phone. I stated that I wasn't working and that I just stopped by to get something. I told him to take the phone with him and come back the following day. He asked me to keep the phone and that he would return the next day.

The next day, my boss, Gurbir Singh, who goes by the name "Kyle" told me that we had a problem with the phone. Kyle told me that the police had been there the previous night, that the phone was stolen and that the police took the phone.

Kyle told me that when the B/M returned for his phone, I was to ask for his identification and pretend like I was going to activate his phone so that the police could identify him. The B/M returned the next day around 3 or 4 in the afternoon and I asked him for his ID. He left the store and never came back. *RN*

*This statement was typed by SGT. R. OBERST #255  
while at the police station. I read the statement and it  
is true and correct.*

Reporting Officer:

*Ravinder Kumar*

2nd Officer:

Supervisor:

*Sgt. R. Oberst*

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March 4, 2013 Pg. 113

**KENOSHA POLICE DEPARTMENT**  
**Supplementary Report**

DATE OF SUPPLEMENT:

**11/3/2012**

DATE & TIME OF INCIDENT:

**09-30-12**

PAGE NUMBER:

**1 of 1**

CASE NUMBER:

**2012-153347**

REPORTING OFFICER:

**Sergeant R. Oberst**

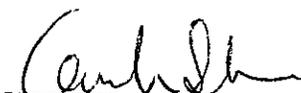
TYPE OF INCIDENT:

**Operate without 2<sup>nd</sup> hand license**

On Sunday 09-30-12, I came into my store around 1:30 PM. The police showed up and asked me about a phone. I had no idea about a phone but I called Steven-my employee. Steven said that there was a phone behind the counter. Steven said the Revi (Ravinder Kumar) had taken in a phone earlier in the day. I gave the phone to the police.

The next day I spoke with Revi. Revi told me that he kept the phone behind the counter and was going to program the phone the next day for some guy. Both Revi and Steven know that they are not supposed to buy anymore phones because I had already been cited for operating without the proper permits.

I am the owner of the store and I understand that the store is my responsibility and anything that happens there is my responsibility.



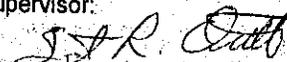
Reporting Officer:

*Gurbir Singh*

2nd Officer:

#

Supervisor:



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March 4, 2013 Pg. 114



**KENOSHA POLICE DEPARTMENT**  
**Supplementary Report**

DATE OF SUPPLEMENT:  
**10/15/2012**

DATE & TIME OF INCIDENT:  
**09/30/12 @ 1501hrs**

PAGE NUMBER:  
**1 of 1**

CASE NUMBER:  
**12-153347**

REPORTING OFFICER: PO Londo #572

TYPE OF INCIDENT: Theft

---

INVOLVED:

NAME: SINGH, GURBIR

DOB: 10-07-74

SEX/RACE: M/A

ADDRESS: 2161 S. ALLIS ST MILWAUKEE, WI 53207

TELEPHONE: 414-687-1997

---

On 10-14-12 @ around 2105hrs I, PO Londo #572, received an email request from Sgt Oberst #255 to provide further clarification on a theft call at 4433 22AV. The following is a follow-up to Theft case number 12-153347.

On 9-30-12 at around 1530hrs, while speaking with Gurbir Singh, inside the west end of the Citgo station at 4433 22AV, regarding a reportedly stolen iPhone, he appeared to be speaking with someone on his phone. Singh eventually advised me he was speaking with his employee, Steven Varnado, male black, social security #355-60-2320, and claimed "Steve" had purchased an iPhone for Citgo, earlier in the day from an unknown person. Singh appeared very upset with his employee and immediately after speaking with Varnado on his phone, he said something to the effect of "I told them not to fucking buy phones when I'm not here" (referring to his employees). He admitted Varnado bought the iPhone to officers multiple times and even went as far as telling me he shouldn't be responsible because he can't control what his employees do when he's not here. Singh wasn't able to tell me how much Varnado paid, but did say he would need to "investigate" that part himself. When told to call Varnado back, Singh told me he was no longer answering his phone.

See other reports for additional information.

---

Reporting Officer:

*Darren Londo 572*  
Darren Londo # 572

2nd Officer:

Supervisor:

*Sgt R. Ditt*

\\kpdstorage\users\ddi572\my documents\forms\reports 2012\12-153347 theft addtl supp.doc

County of Kenosha Sheriff Dept.

Date of Birth: 09-20-71

Name: Steven L. Varnado Address: 4121- 28th. #4

City: Kenosha State: WI Zip: 53140

Phone: 262 5151027 Place of Employment: Grace Citgo

On 09-30-12 at Grace Citgo, I saw and heard the following:

(In your own words, describe WHO did WHAT, WHERE, WHEN, WHY and HOW, be accurate and complete.)

PLEASE PRINT

SV

My name is Steven Varnado and I work at Citgo. with the owner Garber Smith (AKA Kyle) and Revi AKA NATE. On Monday Oct 15, Kyle and NATE asked me to come into the kitchen of the store. SV taken by police.

I was aware that Kyle was arrested the previous day. Nate and Kyle told me that the police had been in the store regarding a stolen I-Phone.

They then advised me that the 3 of us need to come up with a story in case the police investigate it further. The plan was to say that I opened the store on Sunday and didn't leave until 1:30. This wasn't true because I was off Sunday.

The story was that we were going to tell the police that some black guy brought the phone in to be reprogrammed by Nate but that Nate couldn't do it that day. Nate was going to say that he didn't buy the phone but that he was holding the phone until we could reprogram it the next day.

I agreed to tell the police that story even though it wasn't true. I lied to Sgt. Christ on Tuesday 10-16-12 and stuck to the concocted story. I then admitted to Sgt. Christ that I lied and eventually told him the truth (S.V.).

The above statement was written by Sgt. R. OBERST KPD #285.

I have made the above statement without any threats or promises. It is my desire to state the true facts as to this incident. I have read the above statement and find it is true and correct.

Witness: Sgt. R. Oberst

Signed: Steven Varnado

Date: 10-16-12

If your statement is not returned to our department at 1000 - 55th Street, Kenosha, Wisconsin 53140, in person or by mail within 5 days from the time of the complaint, your complaint will be cancelled.

## RECORD CHECK REPLY FORM

NAME: SINGH, GURBIR

DOB: 10/07/1974

SEX: M

TYPE

ARR-DATE	AGENCY	ARREST OFFENSE	DISPOSITION
09/21/2011	KPD	DRUG/DELIVERY LOOKALIKES	FOUND GUILTY (1)
02/04/2012	KPD	LIC,AMUSEMENT ENTERPRISE-	FOUND GUILTY (1)
08/07/2012	KPD	LIQ,SELL TO MINOR	FOUND GUILTY (1)
08/23/2012	KPD	LICENSE VIOLATION	FOUND GUILTY (1)
10/18/2012	KPD	LICENSE VIOLATION	DISPOSITION PENDING

CIT-DATE	AGENCY	CITATION CHARGE	DISPOSITION
05/24/2011	KSD	VEHICLE OPERATOR FAIL/WEAR SEAT BELT	GUILTY DUE TO NO CON

NO WARRANT ON FILE

## CAUTION IS RECOMMENDED IN THE USE OF THIS REPORT:

1) The accuracy of the information listed is subject to the data entry process, therefore inadvertent errors may exist. 2) Information listed is only as current as is on the computer. 3) THE INFORMATION LISTED MAY NOT REFLECT THE ACTUAL COURT CHARGES AND/OR DISPOSITIONS. 4) Wisconsin Laws prohibit discrimination based on arrest/conviction records (see WI Statute Sec. 111.335).

No wants CIB \_\_\_\_\_ No record located in Central Records \_\_\_\_\_

No wants NCIC \_\_\_\_\_

Completed by: KMA360

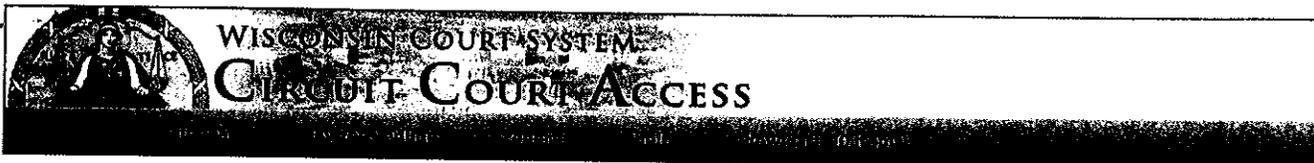
Date: 01/24/2013

Prepared for: \_\_\_\_\_

## PLEASE NOTE:

Based on limited information provided, this may not be the record requested.

Revised 01/02/2000



## Case Search Results

You searched for: Party Name singh, gurbir

Displaying records 1 to 14 of 14

Click column headers to sort

What is RSS? [RSS](#)

Case Number	Filing Date	County Name	Case Status	Name	Date of Birth	Caption
<a href="#">2012TR038493</a>	12-31-2012	Milwaukee	Closed	Singh, Gurbir	06-1986	Milwaukee, County of vs. Gurbir Singh
<a href="#">2012TR038492</a>	12-31-2012	Milwaukee	Closed	Singh, Gurbir	06-1986	Milwaukee, County of vs. Gurbir Singh
<a href="#">2012CF002928</a>	06-13-2012	Milwaukee	Open	Singh, Gurbir	-	State of Wisconsin vs. Jagbir S Sekhon
<a href="#">2011TW000194</a>	01-06-2011	Milwaukee	Filed Only	SINGH, GURBIR	-	Dept. of Revenue vs. GURBIR SINGH
<a href="#">2011TR006277</a>	07-19-2011	Kenosha	Closed	Singh, Gurbir	10-1974	Kenosha County vs. Gurbir Singh
<a href="#">2011TR005818</a>	06-28-2011	Kenosha	Closed	Singh, Gurbir	06-1986	State of Wisconsin vs. Gurbir Singh
<a href="#">2011FA006159</a>	08-30-2011	Milwaukee	Closed	Singh, Gurbir	-	In RE the Support and Maintenance of: N J S
<a href="#">2009TR030204</a>	10-19-2009	Milwaukee	Closed	Singh, Gurbir	06-1986	Milwaukee, County of vs. Gurbir Singh
<a href="#">2009TR002015</a>	03-16-2009	Waukesha	Closed	Singh, Gurbir	10-1974	State of Wisconsin vs. Gurbir Singh
<a href="#">2008TR003303</a>	09-12-2008	Portage	Closed	SINGH, GURBIR	10-1974	CITY OF STEVENS POINT vs. GURBIR SINGH
<a href="#">2007SC015783</a>	05-03-2007	Milwaukee	Closed	Singh, Gurbir	-	Daniel W Bruckner vs. Gurbir Singh et al
<a href="#">2007SC008512</a>	03-07-2007	Milwaukee	Closed	Singh, Gurbir	-	Wisconsin Electric Power Co vs. Gurbir Singh
<a href="#">2005FO000061</a>	01-12-2005	Dane	Closed	Singh, Gurbir Singh K	-	Dane County vs. Gurbir Singh K Singh
<a href="#">2003SC036036</a>	12-19-2003	Milwaukee	Closed	Singh, Gurbir	-	Kurt Johnson vs. Gurbir Singh et al

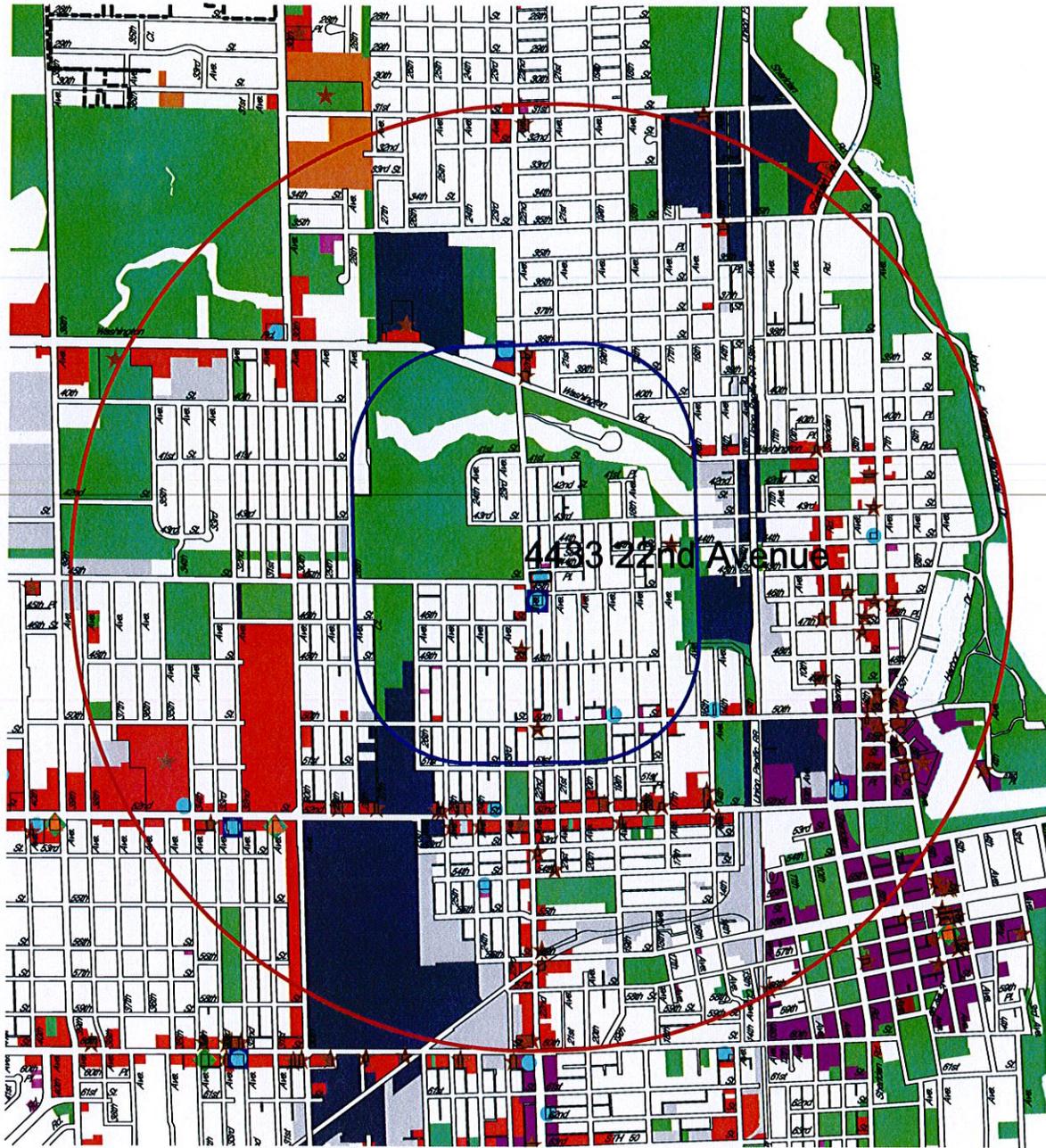
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[notice to employers](#) | [accuracy](#) | [public records on the internet](#) | [data extraction option](#) | [rss](#) | [court terms](#)

# City of Kenosha

## "Class A" Retail Liquor Application 4433 22nd Avenue



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

Note: Residential Districts are not colored.

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

— 5,280 ft from Applicant

— 6 blocks from Applicant

5,280 ft Radius	Class				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	Class "C"
Residential Districts	0	0	0	4	0
Business Districts	12	4	1	53	1
Other Districts	0	0	0	1	0

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

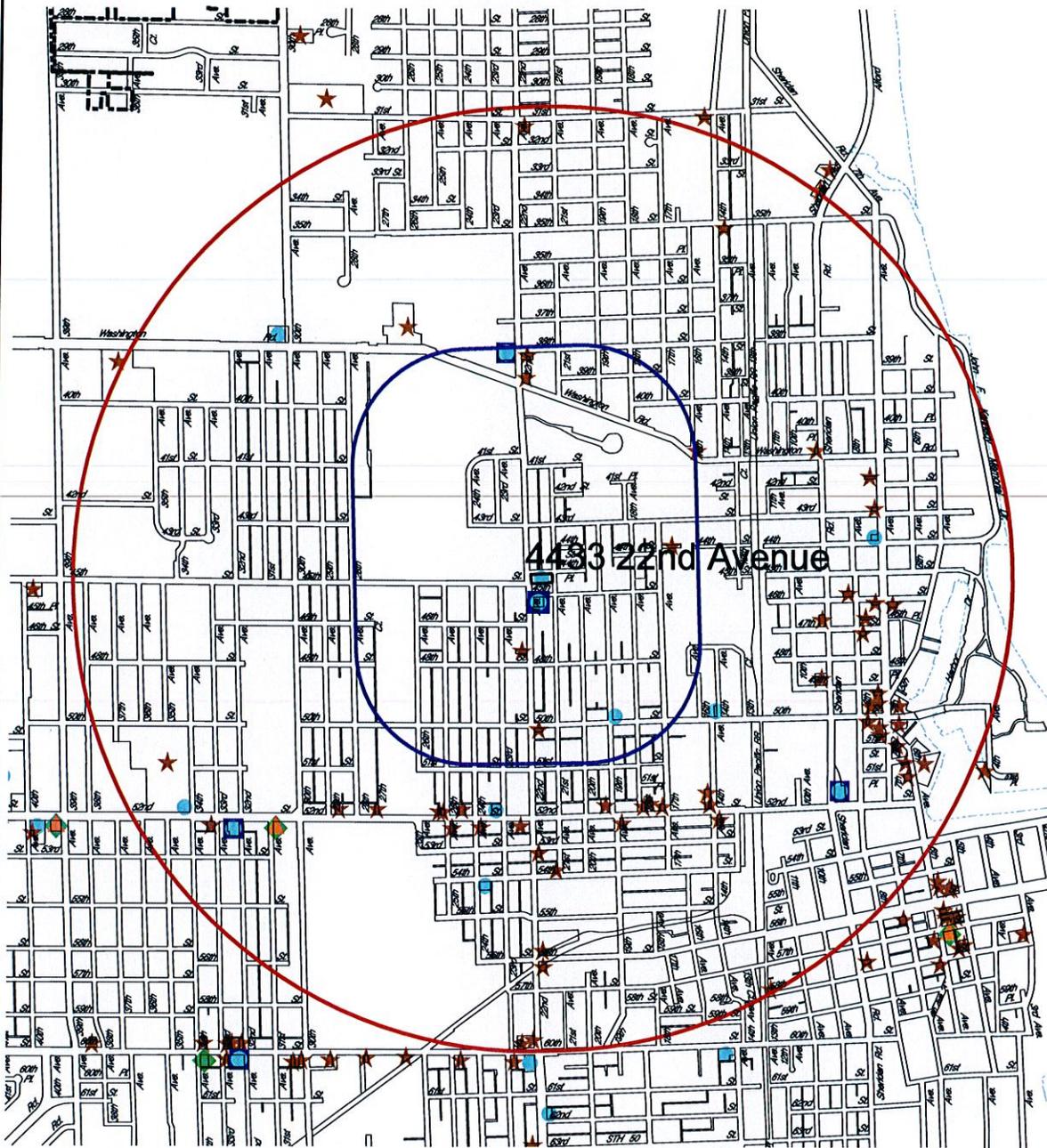
NORTH



----- Municipal Boundary

# City of Kenosha

## "Class A" Retail Liquor Application 4433 22nd Avenue



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

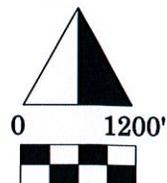
— 5,280 ft from Applicant

— 6 blocks from Applicant

5,280 ft Radius	Class				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	Class "C"
Residential Districts	0	0	0	4	0
Business Districts	12	4	1	53	1
Other Districts	0	0	0	1	0

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

NORTH



----- Municipal Boundary

ORDINANCE NO. \_\_\_\_\_

**SPONSOR: ALDERPERSON JESSE DOWNING**

**TO REPEAL AND RECREATE SUBSECTION 10.05 C.;  
TO CREATE SUBSECTION 10.05 I.3.; AND TO REPEAL  
AND RECREATE SUBSECTION 10.077 OF THE CODE  
OF GENERAL ORDINANCES FOR THE CITY OF KENOSHA  
REGARDING ALCOHOL BEVERAGES**

**Section One:** Subsection 10.05 C. of the Code of General Ordinances for the City of

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

**C. Employees.**

1. No proprietor of any premises operating under a "Class B" and/or Class "B" License shall employ any person not allowed by any Federal or State Statute, rule or regulation.

2. It shall be unlawful for the Licensee, his agent or employee to be under the influence of an intoxicant, a controlled substance or combination of intoxicant and controlled substance while performing services on the licensed premises. Under the influence means that the person has consumed a sufficient amount of alcohol, controlled substance or combination of alcohol and controlled substance, to cause the person to be less able to exercise clear judgment and reasonable care in the exercise of services performed.

3. No Licensee, his agent or employee shall permit or allow any illegal activity on the licensed premises.

4. It is the affirmative duty of a Licensee, his agent and employees to report promptly to the police department all illegal activity reported to or observed by the Licensee, agent or employee on or within sight of the licensed premises; to answer fully and truthfully all questions of an identified police officer who inquires or investigates concerning persons or events in or around the licensed business; to cooperate with the police in any such inquiry or investigation, including the giving of oral or written statements to the police at reasonable times and locations in the course of investigations; and to sign a complaint against any person whom the Licensee observes in any illegal conduct or activity on or within sight of the licensed premises.

**Section Two:** Subsection 10.05 I.3. of the Code of General Ordinances for the City

of Kenosha, Wisconsin, is hereby created as follows:

3. Licensees shall keep complete and accurate records of all liquor or malt beverages purchased, sold, manufactured, rectified, brewed, fermented, distilled, produced, stored, warehoused, imported or transported by the Licensee at the licensed premises.

**Section Three:** Subsection 10.077 of the Code of General Ordinances for the City of

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

**10.077 UNOBSTRUCTED VIEW OF INTERIOR PREMISES**

"Class B" and/or Class "B" License Holders shall, ~~during closing hours~~ **at all times**, keep glass windows and doors clean and unobstructed so as to permit a view of the interior of the licensed premises from outside of the licensed premises. License Holders whose premises are without a glass window or door shall install one (1) glass window of at least one (1) square foot in size prior to May 1, 1985.

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

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor                      Date: \_\_\_\_\_

Passed:

Published:

Drafted By:  
MATTHEW A. KNIGHT  
Deputy City Attorney

ORDINANCE NO. \_\_\_\_\_

**SPONSOR: THE MAYOR**

**TO REPEAL SUBPARAGRAPH 1.03 A.27 OF THE CODE OF GENERAL ORDINANCES REGARDING THE LEGISLATIVE REPORT AS AN ITEM FOR THE COMMON COUNCIL AGENDA AND TO RENUMBER THE SUBSEQUENT SUBPARAGRAPHS; TO REPEAL AND RECREATE THE SECOND PARAGRAPH OF SECTION 1.056 OF THE CODE OF GENERAL ORDINANCES, WHICH IS ENTITLED “ELIGIBILITY FOR APPOINTMENT TO CITY BOARDS, COMMISSIONS, AUTHORITIES AND COMMITTEES”; AND TO REPEAL SECTION 1.06 P. OF THE CODE OF GENERAL ORDINANCES ENTITLED “LEGISLATIVE COMMISSION”**

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

**Section One:** Subparagraph 1.03 A. 27 of the Code of General ordinances for the City of Kenosha, Wisconsin, is hereby repealed.

**Section Two:** Subparagraphs 1.03 A. 28 and 29 of the Code of General Ordinances for the City of Kenosha, Wisconsin are hereby renumbered as subparagraphs 1.03 A. 27 and 28.

**Section Three:** The second paragraph of Section 1.056 of the Code of General Ordinances for the City of Kenosha, Wisconsin is hereby repealed and recreated as follows:

Notwithstanding the above, and except for the City Plan Commission, Board of Police and Fire Commissioners, [Legislative Commission](#), Board of Review and the Zoning Board of Appeal, twenty (20%) percent of the full membership of any Board, Commission, Authority or Committee may reside outside the limits of the City, provided they reside within the limits of the County.

**Section Four:** Subsection 1.06 P. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed.

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

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor

Passed:

Published:

Drafted By:  
EDWARD R. ANTARAMIAN  
City Attorney

Planning & Zoning Division 625 52 <sup>nd</sup> Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission  <b>FACT SHEET</b>	February 21, 2013	Item 3
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**By Alderperson Jan Michalski; Co-Sponsors: Alderperson Curt Wilson, Alderperson Scott N. Gordon, Alderperson Patrick Juliana, Alderperson Chris Schwartz - To Repeal and Recreate Subparagraph 4.06 B.23.b.(2) of the Zoning Ordinance for the City of Kenosha regarding Location of Convenient Cash Business(es) in the B-2 District. PUBLIC HEARING**

**LOCATION/SURROUNDINGS:**

Site: City-Wide

**NOTIFICATIONS/PROCEDURES:**

The Common Council is the final review authority for Zoning Ordinance Amendments.

**ANALYSIS:**

- On October 2, 2006, the Common Council adopted standards in the Zoning Ordinance and Code of General Ordinances regarding *Convenient Cash Businesses*, often times referred to as *Payday Loan Stores* or *Check Cashing Stores*. The Ordinances made a *Convenient Cash Business* a Conditional Use in the B-2 Community Business District. The Conditional Use requires certain locational requirements so the use is not adjacent to residential district or too close to another *Convenient Cash Business*.
- The definition of a Convenient Cash Business is:
 

*"Also referred to as 'payday loan business', 'title for cash business', 'check cashing business', or similar enterprise, shall mean any business licensed pursuant to Sections 138.09 or 218.05, Wisconsin Statutes, which provides nontraditional, short-term consumer loans by accepting a check or title, holding the check or title for a period of time before negotiating or presenting the check or title for payment, and paying to the issuer an agreed upon amount of cash, or refinancing or consolidating such a transaction."*
- Staff became aware that the State has recently changed the Statutes in relation to these types of financial institutions. Payday Loan Stores that were previously licensed under Statutes 138.09 are now licensed under Statute 138.14. A Zoning Ordinance change was drafted to amend the definition to reflect this statute.
- Included in the attached Zoning Ordinance Amendment is an increase of the distance required between two (2) Convenient Cash Businesses. The current Zoning Ordinance requires two thousand, six hundred forty (2,640') feet between uses. The proposed Ordinance would increase that distance to three thousand (3,000') feet. State Statues require a minimum of one thousand five hundred (1,500') feet between payday lenders.

**RECOMMENDATION:**

For Commission review and recommendation.

  
 Brian R. Wilke, Development Coordinator

  
 Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2013/FEB21/fact-zo-406B23-ConvenientCash.odt

ORDINANCE NO. \_\_\_\_\_

SPONSOR: ALDERPERSON JAN MICHALSKI  
CO-SPONSORS: ALDERPERSON CURT WILSON  
ALDERPERSON SCOTT N. GORDON  
ALDERPERSON PATRICK JULIANA  
ALDERPERSON CHRIS SCHWARTZ

**TO REPEAL AND RECREATE SUBPARAGRAPH 4.06 B.23.b.(2)  
OF THE ZONING ORDINANCE FOR THE CITY OF KENOSHA  
REGARDING LOCATION OF CONVENIENT CASH BUSINESS(ES)  
IN THE B-2 DISTRICT**

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

**Section One:** Subparagraph 4.06 B.23.b.(2) of the Zoning Ordinance for the City of

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

**b. Location.** A Convenient Cash Business, as defined, shall only be located in compliance with the following criteria:

- (1) No Convenient Cash Business shall be located within five hundred (500') feet of any residentially zoned property.
- (2) No Convenient Cash Business shall be located within ~~two~~three thousand ~~six hundred forty (2,640')~~ (3000') feet of another Convenient Cash Business.

**Section Two:** The definition of Convenient Cash Business(es) in Section XII of the

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

**Convenient Cash Business(es).** Also referred to as payday loan business, title for cash business, check cashing business, or similar enterprise, shall mean any business licensed pursuant to Sections ~~138.09,~~ 138.14, or 218.05, Wisconsin Statutes, which provides nontraditional, short-term consumer loans by accepting a check or title, holding the check or title for a period of time before negotiating or presenting the check or title for payment, and paying to the issuer an agreed upon amount of cash, or refinancing or consolidating such a transaction.

**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

ORDINANCE NO. \_\_\_\_\_

SPONSOR: ALDERPERSON JAN MICHALSKI  
CO-SPONSORS: ALDERPERSON CURT WILSON  
ALDERPERSON SCOTT N. GORDON  
ALDERPERSON PATRICK JULIANA  
ALDERPERSON CHRIS SCHWARTZ

TO REPEAL AND RECREATE SUBPARAGRAPH 4.06 B.23.b.(2)  
OF THE ZONING ORDINANCE FOR THE CITY OF KENOSHA  
REGARDING LOCATION OF CONVENIENT CASH BUSINESS(ES)  
IN THE B-2 DISTRICT

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

**Section One:** Subparagraph 4.06 B.23.b.(2) of the Zoning Ordinance for the City of

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

**b. Location.** A Convenient Cash Business, as defined, shall only be located in compliance with the following criteria:

- (1) No Convenient Cash Business shall be located within five hundred (500') feet of any residentially zoned property.
- (2) No Convenient Cash Business shall be located within three thousand (3000') feet of another Convenient Cash Business.

**Section Two:** The definition of Convenient Cash Business(es) in Section XII of the

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

**Convenient Cash Business(es).** Also referred to as payday loan business, title for cash business, check cashing business, or similar enterprise, shall mean any business licensed pursuant to Sections 138.14 or 218.05, Wisconsin Statutes, which provides nontraditional, short-term consumer loans by accepting a check or title, holding the check or title for a period of time before negotiating or presenting the check or title for payment, and paying to the issuer an agreed upon amount of cash, or refinancing or consolidating such a transaction.

**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

<b>Planning &amp; Zoning Division</b> 625 52 <sup>nd</sup> Street Kenosha, WI 53140 262.653.4030	<b>Kenosha City Plan Commission</b>  <b>FACT SHEET</b>	February 21, 2013	Item 4
<b>By Alderperson Chris Schwartz - To Create Sections 3.15 C.18 and C.19, To Amend Table 4.01 Group 2 "Business Conditional Uses" and to Create Sections 4.06 B.24 and B.25 of the Zoning Ordinance to Include Body-Piercing and Tattoo Establishments. PUBLIC HEARING</b>			

**LOCATION/SURROUNDINGS:**

Site: B-3 Zoned Properties

**NOTIFICATIONS/PROCEDURES:**

The Common Council is the final review authority for Zoning Ordinance Amendments.

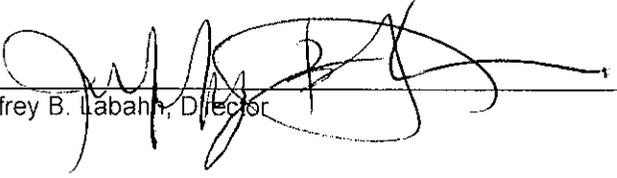
**ANALYSIS:**

- Currently Tattoo and Body Piercing establishments are only permitted as a Conditional Use Permit in the B-2 District. The uses would need to meet various requirements including spacing from several other types of uses.
- The proposed Ordinance would also allow Tattoo and Body Piercing as a Conditional Use in the B-3 District. The Common Council would be the designated review authority.
- The Ordinance creates additional standards, including a spacing requirement of one thousand (1,000') feet from another Tattoo or Body Piercing establishment.

**RECOMMENDATION:**

For Commission review and recommendation.

  
 Rich Schroeder, Deputy Director

  
 Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2013/FEB21/fact-zo-315C18-tattoo.odt

ZONING ORDINANCE NO. \_\_\_\_\_

DRAFT 05.21.12

DRAFT 07.16.12

SPONSOR: ALDERPERSON CHRIS SCHWARTZ

TO CREATE SECTIONS 3.15 C. 18 AND C. 19, TO AMEND TABLE 4.01 GROUP 2 “ BUSINESS CONDITIONAL USES” AND TO CREATE SECTIONS 4.06 B. 24 AND B. 25 OF THE ZONING ORDINANCE TO INCLUDE BODY-PIERCING AND TATTOO ESTABLISHMENTS

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

**Section One:** Section 3.15 C. 18. and C. 19 of the Zoning Ordinance for the City

of Kenosha, Wisconsin, is hereby created as follows:

18. Body-Piercing Establishments

19. Tattoo Establishments

**Section Two:** Table 4.01 Group 2 Ordinance for the City of Kenosha, Wisconsin,

is hereby amended as follows:

Body-Piercing Establishment in the B-2 and B-3 Districts .....CC

Tattoo Establishment in the B-2 and B-3 Districts.....CC

**Section Three:** Sections 4.06 B.24 and B.25 of the Zoning Ordinance for the City

of Kenosha, Wisconsin, are hereby created as follows:

24. Body-Piercing Establishments in the B-3 District.

a. Building Plan as required in Sections 4.05 B. and 14.07 B. of the Zoning Ordinance.

b. Site Plan as required in Sections 4.05 C. and 14.07 C. of the Zoning Ordinance.

c. Drainage Plan as required in Section 4.05 D. and 14.07 E. of the Zoning Ordinance.

d. Landscape Plan as required in Sections 4.05 E. and 14.07 F. of the Zoning Ordinance.

e. Utility Plan as required in Sections 4.05 F. and 14.07 D. of the Zoning Ordinance.

f. Operational Plan, which includes:

(1) Compliance with State of Wisconsin Administrative Code, Department of Health and Family Services, Chapter HFS 173, entitled Tattooing and Body Piercing , and Sections 252.24 through 252.245, Wisconsin Statutes.

(2) Installation of signage stating that no loitering is allowed on the premises.

(3) Statement of days and hours of operation.

(4) Restriction that no business activity shall take place in public view from the building exterior.

g. Location. A Body-Piercing Establishment, as defined, shall only be located in compliance with the following criteria:

(1) No Body-Piercing Establishment shall be located within one thousand (1,000) feet, based on

the measurement standards of this Section, of the following:

(a) Another Body-Piercing Establishment.

**h. Standards of Measurement.** The distances identified in this Section Shall be measured in a straight line, without regard to intervening structures or objects from the closest point of the structure proposed for occupancy by the Body-Piercing Establishment to the nearest point of the parcel of property or zoning district boundary from which the proposed land use is to be separated.

**25. Tattoo Establishments in the B-3 District.**

**a. Building Plan** as required in Sections 4.05 B. and 14.07 B. of the Zoning Ordinance.

**b. Site Plan** as required in Sections 4.05 C. and 14.07 C. of the Zoning Ordinance.

**c. Drainage Plan** as required in Section 4.05 D. and 14.07 E. of the Zoning Ordinance.

**d. Landscape Plan** as required in Sections 4.05 E. and 14.07 F. of the Zoning Ordinance.

**e. Utility Plan** as required in Sections 4.05 F. and 14.07 D. of the Zoning Ordinance.

**f. Operational Plan,** which includes:

(1) Compliance with State of Wisconsin Administrative Code, Department of Health and Family Services, Chapter HFS173, entitled Tattooing and Body Piercing , and Sections 252.23 through 252.245, Wisconsin Statutes.

(2) Installation of signage stating that no loitering is allowed on the premises.

(3) Statement of days and hours of operation.

(4) Restriction that no business activity shall take place in public view from the building exterior.

**g. Location.** A Tattoo Establishment, as defined, shall only be located in compliance with the following criteria:

(1) No Tattoo Establishment shall be located within one thousand (1,000) feet, based on the measurement standards of this Section, of the following:

(a) Another Tattoo Establishment.

**h. Standards of Measurement.** The distances identified in this Section Shall be measured in a straight line, without regard to intervening structures or objects from the closest point of the structure proposed for occupancy by the Tattoo Establishment to the nearest point of the parcel of property or zoning district boundary from which the proposed land use is to be separated.

**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 CREATE SECTIONS 3.15 C. 18 AND C. 19, TO AMEND TABLE 4.01 GROUP 2 “ BUSINESS CONDITIONAL USES” AND TO CREATE SECTIONS 4.06 B. 24 AND B. 25 OF THE ZONING ORDINANCE TO INCLUDE BODY-PIERCING AND TATTOO ESTABLISHMENTS**

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

**Section One:** Section 3.15 C. 18. and C. 19 of the Zoning Ordinance for the City

of Kenosha, Wisconsin, is hereby created as follows:

**18. Body-Piercing Establishments**

**19. Tattoo Establishments**

**Section Two:** Table 4.01 Group 2 of the Zoning Ordinance for the City of

Kenosha, Wisconsin, is hereby amended as follows:

Body-Piercing Establishment in the B-2 and B-3 Districts .....CC

Tattoo Establishment in the B-2 and B-3 Districts.....CC

**Section Three:** Sections 4.06 B.24 and B.25 of the Zoning Ordinance for the City

of Kenosha, Wisconsin, are hereby created as follows:

**24. Body-Piercing Establishments in the B-3 District.**

**a. Building Plan** as required in Sections 4.05 B. and 14.07 B. of the Zoning Ordinance.

**b. Site Plan** as required in Sections 4.05 C. and 14.07 C. of the Zoning Ordinance.

**c. Drainage Plan** as required in Section 4.05 D. and 14.07 E. of the Zoning Ordinance.

**d. Landscape Plan** as required in Sections 4.05 E. and 14.07 F. of the Zoning Ordinance.

**e. Utility Plan** as required in Sections 4.05 F. and 14.07 D. of the Zoning Ordinance.

**f. Operational Plan**, which includes:

(1) Compliance with State of Wisconsin Administrative Code, Department of Health and Family Services, Chapter HFS 173, entitled Tattooing and Body Piercing , and Sections 252.24 through 252.245, Wisconsin Statutes.

(2) Installation of signage stating that no loitering is allowed on the premises.

(3) Statement of days and hours of operation.

(4) Restriction that no business activity shall take place in public view from the building exterior.

**g. Location.** A Body-Piercing Establishment, as defined, shall only be located in compliance with the following criteria:

(1) No Body-Piercing Establishment shall be located within one thousand (1,000) feet, based on the measurement standards of this Section, of the following:

(a) Another Body-Piercing Establishment.

**h. Standards of Measurement.** The distances identified in this Section Shall be measured in a straight line, without regard to intervening structures or objects from the closest point of the structure proposed for occupancy by the Body-Piercing Establishment to the nearest point of the parcel of property or zoning district boundary from which the proposed land use is to be separated.

**25. Tattoo Establishments in the B-3 District.**

**a. Building Plan** as required in Sections 4.05 B. and 14.07 B. of the Zoning Ordinance.

**b. Site Plan** as required in Sections 4.05 C. and 14.07 C. of the Zoning Ordinance.

**c. Drainage Plan** as required in Section 4.05 D. and 14.07 E. of the Zoning Ordinance.

**d. Landscape Plan** as required in Sections 4.05 E. and 14.07 F. of the Zoning Ordinance.

**e. Utility Plan** as required in Sections 4.05 F. and 14.07 D. of the Zoning Ordinance.

**f. Operational Plan**, which includes:

(1) Compliance with State of Wisconsin Administrative Code, Department of Health and Family Services, Chapter HFS173, entitled Tattooing and Body Piercing , and Sections 252.23 through 252.245, Wisconsin Statutes.

(2) Installation of signage stating that no loitering is allowed on the premises.

(3) Statement of days and hours of operation.

(4) Restriction that no business activity shall take place in public view from the building exterior.

**g. Location.** A Tattoo Establishment, as defined, shall only be located in compliance with the following criteria:

(1) No Tattoo Establishment shall be located within one thousand (1,000) feet, based on the measurement standards of this Section, of the following:

(a) Another Tattoo Establishment.

**h. Standards of Measurement.** The distances identified in this Section Shall be measured in a straight line, without regard to intervening structures or objects from the closest point of the structure proposed for occupancy by the Tattoo Establishment to the nearest point of the parcel of property or zoning district boundary from which the proposed land use is to be separated.

**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

Planning & Zoning Division 625 52 <sup>nd</sup> Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission  <b>FACT SHEET</b>	February 21, 2013	Item 1
<b>By the Mayor - To Amend Subparagraph 14.08 H.1. and Create Subparagraph 14.08 H.1.a. of the Zoning Ordinance regarding interior parkway landscaping. PUBLIC HEARING</b>			

**LOCATION/SURROUNDINGS:**

Site: City-Wide

**NOTIFICATIONS/PROCEDURES:**

The Common Council is the final review authority for Zoning Ordinance Amendments.

**ANALYSIS:**

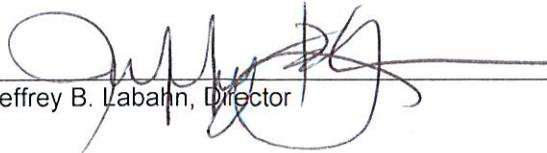
- In 2010, the State Department of Transportation (WisDOT) reconfigured the East Frontage Road of Interstate 94 between 75th Street and 68th Street.
- The new East Frontage Road was constructed on land that was previously a private road system for Woodman's Shopping Center. Additional right-of-way was purchased and used in the construction of the new road. As a result, several landscaping areas abutting the new road were reduced in width and area.
- The attached Zoning Ordinance Amendment would stipulate that any future development expansion or modification on sites where landscaped areas were affected by the East Frontage Road Project would not cause the City to require the landscaped areas to be expanded to their previous width and area, which in many cases would result in the loss of parking spaces.

**RECOMMENDATION:**

For Commission review and recommendation.



Brian R. Wilke, Development Coordinator



Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2013/FEB21/fact-zo-1408H1-landscape.odt

**DRAFT 01/04/13**  
**01/22/13**

**SPONSOR: THE MAYOR**

**TO AMEND SUBPARAGRAPH 14.08 H.1 AND CREATE  
SUBPARAGRAPH 14.08 H.1.a. OF THE ZONING ORDINANCE  
REGARDING INTERIOR PARKWAY LANDSCAPING**

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

**Section One:** To Amend Subparagraph **14.08 H.1** and to Create Subparagraph

**14.08 H.1. a.** of the Zoning Ordinance for the City of Kenosha as follows:

**H. Commercial Site Landscaping Requirements.** The following landscape requirements refer to commercial uses, which include all commercial, office and institutional uses.

**1. Interior Parkway Landscaping.** Interior parkway landscaping is required of developments in order to screen vehicular parking which may be viewed from the public right-of-ways. (See **Figure 87.**)

Interior parkway landscape standards for commercial uses in all zones are indicated in **Table 3.**

Parking lot frontage shall be screened to a height of three (3') feet along at least fifty (50%) percent of the frontage, as shown on **Figure 7.**

a. Notwithstanding the provisions of **Subsection 14.08 H.1**, where there was an acquisition by the State of Wisconsin, for the purpose of providing a public frontage road, of privately held property adjacent to a previously approved buffer strip (as defined under **Subsection 14.08 H.3**) resulting in the approved buffer strip, or a residual portion thereof, becoming an interior parkway landscaping area (as defined under **Subsection 14.08 H.1**) the City shall not require the relocation, expansion or change in dimensions of the resulting interior parkway landscaping area if any such relocation, expansion or modification would result in a loss of required parking spaces.

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

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor

Passed:

Published:

Drafted By:  
WILLIAM K. RICHARDSON  
Assistant City Attorney

ORDINANCE NO. \_\_\_\_\_

SPONSOR: THE MAYOR

**TO AMEND SUBPARAGRAPH 14.08 H.1 AND CREATE  
SUBPARAGRAPH 14.08 H.1.a. OF THE ZONING ORDINANCE  
REGARDING INTERIOR PARKWAY LANDSCAPING**

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

**Section One:** To Amend Subparagraph **14.08 H.1** and to Create Subparagraph

**14.08 H.1. a.** of the Zoning Ordinance for the City of Kenosha as follows:

**H. Commercial Site Landscaping Requirements.** The following landscape requirements refer to commercial uses, which include all commercial, office and institutional uses.

**1. Interior Parkway Landscaping.** Interior parkway landscaping is required of developments in order to screen vehicular parking which may be viewed from the public right-of-ways. (See Figure 7.)

Interior parkway landscape standards for commercial uses in all zones are indicated in **Table 3**.

Parking lot frontage shall be screened to a height of three (3') feet along at least fifty (50%) percent of the frontage, as shown on **Figure 7**.

**a.** Notwithstanding the provisions of **Subsection 14.08 H.1**, where there was an acquisition by the State of Wisconsin, for the purpose of providing a public frontage road, of privately held property adjacent to a previously approved buffer strip (as defined under **Subsection 14.08 H.3**) resulting in the approved buffer strip, or a residual portion thereof, becoming an interior parkway landscaping area (as defined under **Subsection 14.08 H.1**) the City shall not require the relocation, expansion or change in dimensions of the resulting interior parkway landscaping area if any such relocation, expansion or modification would result in a loss of required parking spaces.

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

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor

Passed:

Published:

Drafted By:  
WILLIAM K. RICHARDSON  
Assistant City Attorney

<b>Planning &amp; Zoning Division</b> 625 52 <sup>nd</sup> Street Kenosha, WI 53140 262.653.4030	<b>Kenosha City Plan Commission</b>  <b>FACT SHEET</b>	February 21, 2013	Item 2
<b>By the Mayor - To Amend Subparagraph 3.14 A.5.g-1; To Create Subsection 3.14 C.25; To Modify Table 4.01 Group 2; and To Create Subsection 4.06 B.24 of the Zoning Ordinance for the City of Kenosha, Wisconsin regarding Indoor Kennels. PUBLIC HEARING</b>			

**LOCATION/SURROUNDINGS:**

Site: City-Wide

**NOTIFICATIONS/PROCEDURES:**

The Common Council is the final review authority for Zoning Ordinance Amendments.

**ANALYSIS:**

- The Zoning Ordinance currently allows Kennels as a permitted use in the B-2 Community Business District, if the structure housing animals is a minimum of fifty (50') feet from any lot line which is adjacent to or across an alley from a Residential District.
- Recently, the City received an application from a potential business owner for an indoor kennel in an existing vacant building which is closer than fifty (50') feet to a Residential District.
- Since the entirety of the business will be conducted within an enclosed building, Staff felt the effects that caused the fifty (50') foot setback would be negated. Therefore, Staff has drafted the attached Zoning Ordinance Amendment that would allow an indoor kennel as a Conditional Use, regardless of the setbacks to a Residential District.
- The Common Council would be the final review authority for any Conditional Use Permits applied for under this Section.

**RECOMMENDATION:**

For Commission review and recommendation.



Brian R. Wilke, Development Coordinator



Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2013/FEB21/fact-zo-314A5-IndoorKennels.odt

ZONING ORDINANCE \_\_\_\_\_

SPONSOR: THE MAYOR

TO AMEND SUBPARAGRAPH 3.14 A.5.g-1; TO CREATE SUBSECTION 3.14 C.25; TO MODIFY TABLE 4.01 GROUP 2; AND TO CREATE SUBSECTION 4.06 B.24. OF THE ZONING ORDINANCE FOR THE CITY OF KENOSHA, WISCONSIN REGARDING INDOOR KENNELS.

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

**Section One:** Section 3.14 A.5.g-1 of the Zoning Ordinance of the City of

Kenosha, Wisconsin is hereby repealed and recreated as follows:

**g-1. Outdoor** Kennel, provided any structure housing animals be a minimum of fifty (50') feet from any lot line which is adjacent to or across an alley from a Residential District.

**Section Two:** Section 3.14 C.25 of the Zoning Ordinance for the City of Kenosha,

Wisconsin is hereby created as follows:

**25. Indoor Kennel.**

**Section Three:** TABLE 4.01 GROUP 2 of the Zoning Ordinance of the City of

Kenosha, Wisconsin is hereby amended as follows:

**Indoor Kennel.....CC**

**Section Four:** Section 4.06 B.24 of the Zoning Ordinance of the City of Kenosha,

Wisconsin is hereby created as follows:

**24. Indoor Kennel in the B-2 District.**

**a. Building Plan** as required in Sections 4.05 B. and 14.07 B. of the Zoning Ordinance.

**b. Site Plan** as required in Sections 4.05 C. and 14.07 C. of the Zoning Ordinance.

(1) The plan(s) shall indicate existing building(s) and proposed additions or new structures.

(2) Parking areas for customers, employees, and maintenance vehicles.

**c. Drainage Plan** as required in Sections 4.05 D. and 14.07 E. of the Zoning Ordinance.

**d. Landscape Plan** as required in Sections 4.05 E. and 14.07 F. of the Zoning Ordinance.

**e. Utility Plan** as required in Sections 4.05 F. and 14.07 D. of the Zoning Ordinance.

(1) Include details on handling of waste products within the facility.

**f. Operational Plan** which includes:

(1) Name and address of facility operator

(2) Hours of operation

- (3) Number of employees
- (4) Facility maintenance detail
- (5) A statement indicating that all activities including exercise periods/runs on the site will be conducted wholly within an enclosed building.
- g. Standards outlined in **Chapter 14** of the General Code of Ordinances.
- h. Other issues which may have an adverse social, economic, or environmental impact or affecting the health, safety or welfare of abutting or neighboring properties or the City as a whole.
- i. One or more of the plans identified above may be waived in the discretion of the reviewing authority.

**Section Five:** 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 \_\_\_\_\_**

**SPONSOR: THE MAYOR**

**TO AMEND SUBPARAGRAPH 3.14 A.5.g-1; TO CREATE SUBSECTION 3.14 C.25; TO MODIFY TABLE 4.01 GROUP 2; AND TO CREATE SUBSECTION 4.06 B.24. OF THE ZONING ORDINANCE FOR THE CITY OF KENOSHA, WISCONSIN REGARDING INDOOR KENNELS.**

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

**Section One:** Section 3.14 A.5.g-1 of the Zoning Ordinance of the City of

Kenosha, Wisconsin is hereby repealed and recreated as follows:

**g-1.** Outdoor Kennel, provided any structure housing animals be a minimum of fifty (50') feet from any lot line which is adjacent to or across an alley from a Residential District.

**Section Two:** Section 3.14 C.25 of the Zoning Ordinance for the City of Kenosha,

Wisconsin is hereby created as follows:

**25.** Indoor Kennel.

**Section Three:** **TABLE 4.01 GROUP 2** of the Zoning Ordinance of the City of

Kenosha, Wisconsin is hereby amended as follows:

Indoor Kennel.....**CC**

**Section Four:** Section 4.06 B.24 of the Zoning Ordinance of the City of Kenosha,

Wisconsin is hereby created as follows:

**24. Indoor Kennel in the B-2 District.**

**a. Building Plan** as required in Sections 4.05 B. and 14.07 B. of the Zoning Ordinance.

**b. Site Plan** as required in Sections 4.05 C. and 14.07 C. of the Zoning Ordinance.

(1) The plan(s) shall indicate existing building(s) and proposed additions or new structures.

(2) Parking areas for customers, employees, and maintenance vehicles.

**c. Drainage Plan** as required in Sections 4.05 D. and 14.07 E. of the Zoning Ordinance.

**d. Landscape Plan** as required in Sections 4.05 E. and 14.07 F. of the Zoning Ordinance.

**e. Utility Plan** as required in Sections 4.05 F. and 14.07 D. of the Zoning Ordinance.

(1) Include details on handling of waste products within the facility.

**f. Operational Plan** which includes:

(1) Name and address of facility operator

(2) Hours of operation

(3) Number of employees

- (4) Facility maintenance detail
- (5) A statement indicating that all activities including exercise periods/runs on the site will be conducted wholly within an enclosed building.
- g. Standards outlined in **Chapter 14** of the General Code of Ordinances.
- h. Other issues which may have an adverse social, economic, or environmental impact or affecting the health, safety or welfare of abutting or neighboring properties or the City as a whole.
- i. One or more of the plans identified above may be waived in the discretion of the reviewing authority.

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

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor

Passed:

Published:

Drafted By:

MATTHEW A. KNIGHT  
Deputy City Attorney

DRAFT 02/01/13

02.11.13 PSW Amendments

**SPONSOR: ALDERPERSON DAVID F. BOGDALA**

**TO AMEND , REPEAL, RECREATE, RENUMBER AND  
CREATE VARIOUS SUBSECTIONS OF 14.001 DEFINITIONS;  
14.01 DOGS AND CATS; 14.055 CRUELTY TO ANIMALS; 14.07  
RABIES CONTROL; AND 14.08 PENALTIES OF THE CODE  
OF GENERAL ORDINANCES FOR THE CITY OF KENOSHA**

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

**Section One:** Subsections 14.001 D. through I. of the Code of General Ordinances for

the City of Kenosha, Wisconsin, are hereby renumbered as follows:

**DE. Dog.** The term "dog" shall apply to any canine animal, male or female, sexed or neutered.

**EF. Own.** The term "own", unless otherwise specified, shall be deemed to mean keep, harbor, or have control, charge or custody of an animal, or permit to be kept, harbored or fed upon or within premises owned, leased, rented or occupied by a person and does not require actual legal title or right to the animal.

**FG. Owner.** The term "owner" shall mean any person keeping, harboring or having charge or control of, or permitting any animal to habitually be or remain on, or be lodged or fed within buildings or land owned, leased, used or occupied by such person, irrespective of whether such person has legal title or claim to the animal. This term shall not apply to veterinarians or kennel operators temporarily maintaining on their premises animals owned by others.

**GH. Person.** The term "person" shall mean any natural person, partnership or corporation.

**HI. Scratched.** The term "scratched" shall mean the scraping or clawing of any portion of another animal or a human being's anatomy by an animal.

**IJ. Veterinarian.** The term "veterinarian" shall mean a natural person duly licensed to practice veterinary medicine in the State of Wisconsin and possessing a doctor's degree in veterinary medicine.

**Section Two:** Subsection 14.001 D. of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby created as follows:

**D. Collecting Official.** The term "collecting official" shall mean anyone designated pursuant to Wis. Stats. § 174.065.

**Section Three:** Subsections 14.01 A.1, 2, and 3 of the Code of General Ordinances for

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

**A.1. Dog License Tax.** Every person who owns, harbors or keeps a dog 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, or on or before the date the dog becomes five (5) months of age, pay to the City Clerk or collecting official his/her dog license tax and obtain a license.

**2. Collar Tag.** Following issuance of a license, the City Clerk or collection official shall deliver to the owner a tag bearing the same serial number as designated on the license, the name of the County in which license was issued, and the license year. The owner shall securely attach the tag to a collar which shall be kept on the licensed dog at all times. This requirement to wear a tag and collar does not apply to a dog during competition or training, a dog securely confined indoors, or to a dog while hunting.

**3. Fee.** For the license term commencing January 1, 2003, the dog license tax shall be Four (\$4.00) Dollars for a neutered male dog or spayed female dog, upon presentation of evidence that the dog is neutered or spayed, ~~and Ten (\$10.00) Dollars for an unneutered male dog or unspayed female dog, or one-half (1/2) of these amounts if the dog became five (5) months of age after July 1 of the license year.~~ Effective January 1, 2010 For the license term commencing January 1, 2013, the dog license tax shall be Ten (\$10.00) Dollars for a neutered male dog or spayed female dog, upon presentation of evidence that the dog is neutered or spayed, and Twenty-Five (\$25.00) Dollars for an unneutered male dog or unspayed female dog. Effective July 1, 2013, the dog license tax shall be Fifteen Dollars (\$15.00) for a neutered male or spayed female dog, upon presentation of evidence that the dog is neutered or spayed, and Thirty-five Dollars (\$35.00) for an unneutered male dog or unspayed female dog, or one-half (1/2) of these amounts if the dog became five (5) months of age after July 1 of the license year.

**\*\*ALTERNATIVE PARAGRAPH 3 AS APPROVED AND AMENDED AT PSW ON 2/11/13**

**3. Fee.** For the license term commencing January 1, 2003, the dog license tax shall be Four (\$4.00) Dollars for a neutered male dog or spayed female dog, upon presentation of evidence that the dog is neutered or spayed, and Ten (\$10.00) Dollars for an unneutered male dog or unspayed female dog, or one-half (1/2) of these amounts if the dog became five (5) months of age after July 1 of the license year. Effective January 1, 2013 the dog license tax shall be Ten (\$10.00) Dollars for a neutered male dog or spayed female dog, upon presentation of evidence that the dog is neutered or spayed, and Twenty-Five (\$25.00) Dollars for an unneutered male dog or unspayed female dog or one-half (1/2) of these amounts if the dog became five (5) months of age after July 1 of the license year.

**Section Four:** Subsection 14.01 B. 3. of the Code of General Ordinances for the

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

**3. License Fee.** For the license term commencing January 1, 2003, the Cat License Fee shall be Four (\$4.00) Dollars per year for each year of the license term for a neutered male cat or spayed female cat, upon presentation of evidence that the cat is neutered or spayed, and Ten (\$10.00) Dollars per year for each year of the license term for an unneutered male cat or unspayed female cat. For the license term commencing January 1, 2010~~3~~, the cat license fee shall be Ten (\$10.00) Dollars per year of each year of the license term for a neutered male cat or spayed female cat, upon presentation of evidence that the cat is neutered or spayed, and Twenty-Five (\$25.00) Dollars per year for each year of the license term for an unneutered male cat or unspayed female cat. Effective July 1, 2013, the cat license fee shall be Fifteen Dollars (\$15.00) for a neutered male or spayed female cat, upon presentation of evidence that the cat is neutered or spayed, and Thirty-five Dollars (\$35.00) for an unneutered male cat or unspayed female cat. License fees shall not be prorated or refunded when the license was effective for a portion of a license year.

**\*\*ALTERNATIVE PARAGRAPH 3 AS APPROVED AND AMENDED AT PSW ON 2/11/13**

**3. License Fee.** For the license term commencing January 1, 2003, the cat license fee shall be Four (\$4.00) Dollars per year for each year of the license term for a neutered male cat or spayed female cat, upon presentation of evidence that the cat is neutered or spayed, and Ten (\$10.00) Dollars per year for each year of the license term for an unneutered male cat or unspayed female cat. For the license term commencing January 1, 2013, the cat license fee shall be Ten (\$10.00) Dollars per year of each year of the license term for a neutered male cat or spayed female cat, upon presentation of evidence that the cat is neutered or spayed, and Twenty-Five (\$25.00) Dollars per year for each year of the license term for an

unneutered male cat or unspayed female cat.

**Section Five:** Subsection 14.01 D.2. of the Code of General Ordinances for the City of

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

**2. Impounding.** Whenever a City Humane Agent or any police officer or other person designated by the Chief of Police shall find any dog or cat running at large as defined, he/she shall, if possible, pick up and impound such animal in such place as the Chief of Police may direct; provided, however, that if any such dog or cat is ~~fierce or~~ dangerous, it may be disposed of forthwith. Whenever the owner of any impounded animal shall be identifiable through a collar or license tag or microchip, the owner shall be notified by the impoundment facility.

**Section Six:** Subsection 14.055 A. of the Code of General Ordinances for the City of

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

#### 14.055 CRUELTY TO ANIMALS

**A.** It shall be unlawful to willfully or maliciously inflict ~~unnecessary or needless~~ cruelty, torture, abuse or cruelly beat any animal, including every act or omission or neglect whereby unnecessary or unjustifiable pain, suffering or death shall be caused or withhold reasonably necessary veterinary care to prevent pain and suffering, whether belonging to himself or another except that reasonable force may be employed to drive off vicious or trespassing animals.

**Section Seven:** Subsection 14.055 C. of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby created as follows:

**C. Tethering.** No animal shall be tethered as a primary means of stationary confinement if the owner or responsible party of the animal is not on the premises.

**\*\*ALTERNATIVE PARAGRAPH 3 AS APPROVED AND AMENDED AT PSW ON 2/11/13**

**C. Tethering.** No animal shall be tethered in a manner that endangers the animal's life or health by the use of a rope, chain or unconventional means of tethering.

**Section Eight:** Subsection 14.07 C.5. of the Code of General Ordinances for the City of

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

**5. Tag To Be Attached.** The owner shall attach the rabies vaccination tag or a substitute tag to a collar, and a collar with the tag attached shall be kept on the dog at all times, but this requirement does not apply to a dog during competition or training, to a dog while hunting, to a dog securely confined indoors, to a dog securely confined in a fenced area or to a dog while actively involved in herding or controlling livestock if the dog is under the control of its owner. The substitute tag shall be of a durable material and contain the same information as the rabies vaccination tag. The requirements of this Section do not apply to a dog which is not required to be vaccinated under **Section B.2.** No collar or harness shall be required for cats securely confined indoors or cats with a computer microchip encoded with identifying information which has been subcutaneously inserted within the cat.

**Section Nine:**

Section 14.08 of the Code of General Ordinances for the City of

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

**14.08 Penalties.**

~~1A.~~ Any person violating §14.01 A., shall forfeit ~~Thirty~~Fifty (\$~~3~~50.00) Dollars, together with the costs of the action, and in default of the payment of such forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty (30) days.

~~2B.~~ Any person violating §14.01 C. shall forfeit not less than Fifty (\$50.00) Dollars nor more than Two Hundred (\$200.00) Dollars, together with the costs of the action, and in default of payment of such forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty (30) days.

~~3C.~~ Any person convicted of violating §14.01 D. 1. or §14.01 D. 3. shall forfeit not more than Two Hundred (\$200) Dollars, together with the costs of the action, and in default of payment of such forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty (30) days.

~~4D.~~ Any person violating §14.02 shall forfeit One Hundred (\$100.00) Dollars, together with the costs of the action, and in default of the payment of such forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty (30) days.

~~5E.~~ Any person violating §14.03 shall forfeit Fifty (\$50.00) Dollars, together with the costs of the action, and in default of the payment of such forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty (30) days.

~~6F.~~ Any person violating §14.04 or §14.05 shall forfeit One Hundred (\$100.00) Dollars, together with the costs of the action, and in default of payment of such forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty (30) days.

~~7G.~~ Any person violating §14.055 shall forfeit not less than ~~One~~Two Hundred (\$~~1~~200.00) Dollars nor more than ~~Five Hundred~~One Thousand (\$~~5~~1,000.00) Dollars, together with the costs of the action, and in default of payment of such forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty (30) days.

~~8.aH.1.~~ Any person violating §14.07 B. shall forfeit Fifty (\$50.00) Dollars, together with the costs of the action, and in default of payment of such forfeiture and costs, shall be committed to the County Jail for a period not to exceed ~~thirtyninety~~ (390) days.

~~b2.~~ Any person violating §§14.07 F. 1., 14.07 F. 5., 14.07 F. 8. or 14.07 F.10., shall forfeit not less than Two Hundred (\$200.00) Dollars, nor more than Five Hundred (\$500.00) Dollars, together with the costs of the action, and in default of payment of such forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty (30) days.

~~9.a1.1.~~ Any person violating §14.013 or 14.014 of this Chapter or any other provision of Chapter 14 for which there is no separately listed penalty, shall, upon conviction thereof, forfeit not ~~more~~less than One Hundred (\$100) Dollars ~~nor more than Three Hundred (\$300.00) Dollars~~, plus the costs of prosecution, and in default of such payment of forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty (30) days.

~~b2.~~ Any person violating §14.013 D. of this Chapter shall, upon conviction thereof, forfeit not less than Three Hundred Fifty (\$350.00) Dollars ~~and not~~nor more than Five Hundred (\$500.00) Dollars, together with the costs of the action, and in default of payment of such forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty (30) days.

~~10.~~ Any person who violates any provision of §14.075 of this Chapter shall, upon conviction forfeit not more than Five Hundred (\$500) Dollars plus the cost of prosecution and, in default of the timely payment of such forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty (30) days.

~~11. Any person who violates §14.06 A. shall, upon conviction, forfeit not more than Five Hundred (\$500.00) Dollars, plus the costs of prosecution; and, in default of payment of such forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty (30) days.~~

~~12. Any person who violates Section 14.076 of this Chapter or Section 95.21, Chapter 173, Chapter 174, or Chapter 951, Wisconsin Statutes, shall, upon conviction, forfeit not more than Five Hundred (\$500.00) Dollars, together with the costs of prosecution, and in default of payment of such forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty (30) days.~~

J. Any person who violates §§ 14.06 A., 14.075 or 14.076 of this Chapter or Section 95.21, Chapter 173, Chapter 174, or Chapter 951, Wisconsin Statutes, shall, upon conviction, forfeit not more than Five Hundred (\$500.00) Dollars, together with the costs of prosecution, and in default of payment of such forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty (30) days.

K. For a first violation of any provision of §14.021 of this Chapter, a written warning will be issued. For the second and all subsequent violations of any provision of §14.021 of this Chapter, a person shall be subject to a forfeiture of not less than Five Dollars (\$5.00) nor more than Fifteen Dollars (\$15.00), together with costs of prosecution, assessments, fees, and surcharges for each offense, and upon default in payment, shall be imprisoned in the Kenosha County Jail for not more than 20 days, or otherwise treated by the court as provided by law.

L. Except as otherwise provided, anyone violating any of the provisions of this Chapter, upon conviction thereof, shall be subject to a forfeiture not to exceed One Thousand (\$1,000.00) Dollars, together with the payment of the costs of prosecution, assessments, fees, and surcharges, and in default of the timely payment thereof, shall either be committed to the County Jail for a period not to exceed ninety (90) days, or the Court may suspend the Defendant's motor vehicle operating privileges until the forfeiture, assessment, surcharges and costs are paid, except that the suspension period may not exceed five (5) years

M. In addition to the imposition of a forfeiture, the City may seek injunctive relief.

N. Each incident and each day's continuance shall constitute a separate offense.

**Section Ten:** 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 DAVID F. BOGDALA**

**TO AMEND , REPEAL, RECREATE, RENUMBER AND  
CREATE VARIOUS SUBSECTIONS OF 14.001 DEFINITIONS;  
14.01 DOGS AND CATS; 14.055 CRUELTY TO ANIMALS; 14.07  
RABIES CONTROL; AND 14.08 PENALTIES OF THE CODE  
OF GENERAL ORDINANCES FOR THE CITY OF KENOSHA**

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

**Section One:** Subsections 14.001 D. through I. of the Code of General Ordinances for

the City of Kenosha, Wisconsin, are hereby renumbered as follows:

**E. Dog.** The term "dog" shall apply to any canine animal, male or female, sexed or neutered.

**F. Own.** The term "own", unless otherwise specified, shall be deemed to mean keep, harbor, or have control, charge or custody of an animal, or permit to be kept, harbored or fed upon or within premises owned, leased, rented or occupied by a person and does not require actual legal title or right to the animal.

**G. Owner.** The term "owner" shall mean any person keeping, harboring or having charge or control of, or permitting any animal to habitually be or remain on, or be lodged or fed within buildings or land owned, leased, used or occupied by such person, irrespective of whether such person has legal title or claim to the animal. This term shall not apply to veterinarians or kennel operators temporarily maintaining on their premises animals owned by others.

**H. Person.** The term "person" shall mean any natural person, partnership or corporation.

**I. Scratched.** The term "scratched" shall mean the scraping or clawing of any portion of another animal or a human being's anatomy by an animal.

**J. Veterinarian.** The term "veterinarian" shall mean a natural person duly licensed to practice veterinary medicine in the State of Wisconsin and possessing a doctor's degree in veterinary medicine.

**Section Two:** Subsection 14.001 D. of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby created as follows:

**D. Collecting Official.** The term "collecting official" shall mean anyone designated pursuant to Wis. Stats. §174.065.

**Section Three:** Subsections 14.01 A.1, 2, and 3 of the Code of General Ordinances for

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

**A.1. Dog License Tax.** Every person who owns, harbors or keeps a dog 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, or on or before the date the dog becomes five (5) months of age, pay to the City Clerk or collecting official his/her dog license tax and obtain a license.

**2. Collar Tag.** Following issuance of a license, the City Clerk or collection official shall deliver to the owner a tag

bearing the same serial number as designated on the license, the name of the County in which license was issued, and the license year. The owner shall securely attach the tag to a collar which shall be kept on the licensed dog at all times. This requirement to wear a tag and collar does not apply to a dog during competition or training, a dog securely confined indoors, or to a dog while hunting.

**3. Fee.** For the license term commencing January 1, 2003, the dog license tax shall be Four (\$4.00) Dollars for a neutered male dog or spayed female dog, upon presentation of evidence that the dog is neutered or spayed, and Ten (\$10.00) Dollars for an unneutered male dog or unspayed female dog, or one-half (1/2) of these amounts if the dog became five (5) months of age after July 1 of the license year. Effective January 1, 2013 the dog license tax shall be Ten (\$10.00) Dollars for a neutered male dog or spayed female dog, upon presentation of evidence that the dog is neutered or spayed, and Twenty-Five (\$25.00) Dollars for an unneutered male dog or unspayed female dog or one-half (1/2) of these amounts if the dog became five (5) months of age after July 1 of the license year.

**Section Four:** Subsection 14.01 B. 3. of the Code of General Ordinances for the

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

**3. License Fee.** For the license term commencing January 1, 2003, the cat license fee shall be Four (\$4.00) Dollars per year for each year of the license term for a neutered male cat or spayed female cat, upon presentation of evidence that the cat is neutered or spayed, and Ten (\$10.00) Dollars per year for each year of the license term for an unneutered male cat or unspayed female cat. For the license term commencing January 1, 2013, the cat license fee shall be Ten (\$10.00) Dollars per year of each year of the license term for a neutered male cat or spayed female cat, upon presentation of evidence that the cat is neutered or spayed, and Twenty-Five (\$25.00) Dollars per year for each year of the license term for an unneutered male cat or unspayed female cat.

**Section Five:** Subsection 14.01 D.2. of the Code of General Ordinances for the City of

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

**2. Impounding.** Whenever a City Humane Agent or any police officer or other person designated by the Chief of Police shall find any dog or cat running at large as defined, he/she shall, if possible, pick up and impound such animal in such place as the Chief of Police may direct; provided, however, that if any such dog or cat is dangerous, it may be disposed of forthwith. Whenever the owner of any impounded animal shall be identifiable through a collar or license tag or microchip, the owner shall be notified by the impoundment facility.

**Section Six:** Subsection 14.055 A. of the Code of General Ordinances for the City of

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

**14.055 CRUELTY TO ANIMALS**

**A.** It shall be unlawful to willfully or maliciously inflict cruelty, torture, abuse or cruelly beat any animal, including every act or omission or neglect whereby unnecessary or unjustifiable pain, suffering or death shall be caused or withhold reasonably necessary veterinary care to prevent pain and suffering, whether belonging to himself or another except that reasonable force may be employed to drive off vicious or trespassing animals.

**Section Seven:** Subsection 14.055 C. of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby created as follows:

**C. Tethering.** No animal shall be tethered in a manner that endangers the animal's life or health by the use of a rope, chain or unconventional means of tethering.

**Section Eight:** Subsection 14.07 C.5. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

**5. Tag To Be Attached.** The owner shall attach the rabies vaccination tag or a substitute tag to a collar, and a collar with the tag attached shall be kept on the dog at all times, but this requirement does not apply to a dog during competition or training, to a dog while hunting, to a dog securely confined indoors, to a dog securely confined in a fenced area or to a dog while actively involved in herding or controlling livestock if the dog is under the control of its owner. The substitute tag shall be of a durable material and contain the same information as the rabies vaccination tag. The requirements of this Section do not apply to a dog which is not required to be vaccinated under **Section B.2.** No collar or harness shall be required for cats securely confined indoors or cats with a computer microchip encoded with identifying information which has been subcutaneously inserted within the cat.

**Section Nine:** Section 14.08 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

**14.08 Penalties.**

**A.** Any person violating **§14.01 A.**, shall forfeit Fifty (\$50.00) Dollars, together with the costs of the action, and in default of the payment of such forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty (30) days.

**B.** Any person violating **§14.01 C.** shall forfeit not less than Fifty (\$50.00) Dollars nor more than Two Hundred (\$200.00) Dollars, together with the costs of the action, and in default of payment of such forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty (30) days.

**C.** Any person convicted of violating **§14.01 D. 1.** or **§14.01 D. 3.** shall forfeit not more than Two Hundred (\$200) Dollars, together with the costs of the action, and in default of payment of such forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty (30) days.

**D.** Any person violating **§14.02** shall forfeit One Hundred (\$100.00) Dollars, together with the costs of the action, and in default of the payment of such forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty (30) days.

**E.** Any person violating **§14.03** shall forfeit Fifty (\$50.00) Dollars, together with the costs of the action, and in default of the payment of such forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty (30) days.

**F.** Any person violating **§14.04** or **§14.05** shall forfeit One Hundred (\$100.00) Dollars, together with the costs of the action, and in default of payment of such forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty (30) days.

**G.** Any person violating **§14.055** shall forfeit not less than Two Hundred (\$200.00) Dollars nor more than One Thousand (\$1,000.00) Dollars, together with the costs of the action, and in default of payment of such forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty (30) days.

**H.1.** Any person violating **§14.07 B.** shall forfeit Fifty (\$50.00) Dollars, together with the costs of the action, and in default of payment of such forfeiture and costs, shall be committed to the County Jail for a period not to exceed ninety (90) days.

2. Any person violating §§14.07 F. 1., 14.07 F. 5., 14.07 F. 8. or 14.07 F.10., shall forfeit not less than Two Hundred (\$200.00) Dollars, nor more than Five Hundred (\$500.00) Dollars, together with the costs of the action, and in default of payment of such forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty (30) days.

I.1. Any person violating §14.013 or 14.014 of this Chapter or any other provision of Chapter 14 for which there is no separately listed penalty, shall, upon conviction thereof, forfeit not less than One Hundred (\$100) Dollars nor more than Three Hundred (\$300.00) Dollars, plus the costs of prosecution, and in default of such payment of forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty (30) days.

2. Any person violating §14.013 D. of this Chapter shall, upon conviction thereof, forfeit not less than Three Hundred Fifty (\$350.00) Dollars nor more than Five Hundred (\$500.00) Dollars, together with the costs of the action, and in default of payment of such forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty (30) days.

J. Any person who violates §§ 14.06 A., 14.075 or 14.076 of this Chapter or Section 95.21, Chapter 173, Chapter 174, or Chapter 951, Wisconsin Statutes, shall, upon conviction, forfeit not more than Five Hundred (\$500.00) Dollars, together with the costs of prosecution, and in default of payment of such forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty (30) days.

K. For a first violation of any provision of §14.021 of this Chapter, a written warning will be issued. For the second and all subsequent violations of any provision of §14.021 of this Chapter, a person shall be subject to a forfeiture of not less than Five Dollars (\$5.00) nor more than Fifteen Dollars (\$15.00), together with costs of prosecution, assessments, fees, and surcharges for each offense, and upon default in payment, shall be imprisoned in the Kenosha County Jail for not more than 20 days, or otherwise treated by the court as provided by law.

L. Except as otherwise provided, anyone violating any of the provisions of this Chapter, upon conviction thereof, shall be subject to a forfeiture not to exceed One Thousand (\$1,000.00) Dollars, together with the payment of the costs of prosecution, assessments, fees, and surcharges, and in default of the timely payment thereof, shall either be committed to the County Jail for a period not to exceed ninety (90) days, or the Court may suspend the Defendant's motor vehicle operating privileges until the forfeiture, assessment, surcharges and costs are paid, except that the suspension period may not exceed five (5) years

M. In addition to the imposition of a forfeiture, the City may seek injunctive relief.

N. Each incident and each day's continuance shall constitute a separate offense.

**Section Ten:** 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 RENUMBER , CREATE, REPEAL AND RECREATE  
SUBSECTION 2.10 OF THE CODE OF GENERAL  
ORDINANCES FOR THE CITY OF KENOSHA ENTITLED  
"SPECIAL ASSESSMENTS"**

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

**Section One:** Subsections 2.10 A. through 2.10 G. of the Code of General Ordinances for the City of Kenosha, Wisconsin, are hereby renumbered as 2.10 B. through 2.10 H.

**Section Two:** Subsection 2.10 A. of the Code of General Ordinances for the City of Kenosha, Wisconsin is hereby created as follows:

**A. Procedure.** Any special assessment for special benefits conferred upon property due to municipal work or improvement shall be levied and collected in accordance with §66.073, Wis. Stats.

**Section Three:** Subsection 2.10 B. of the Code of General Ordinances for the City of Kenosha, Wisconsin is hereby repealed and recreated as follows:

**B. Installments.** The following public improvements are deemed to specially benefit the abutting property and are ~~the~~ subject ~~of~~to a special assessment payable over the period of time herein specified, said time periods running from the date of notice of the special assessment to the abutting owner:

1. Paving of streets, curbs and gutters including any appurtenant infrastructure for stormwater conveyance is payable in ten (10) annual installments.
2. Construction, repair or replacement of sidewalks is payable:
  - a. in three (3) annual installments where the cost thereof exceeds One Hundred (\$100.00) Dollars.
  - b. in a lump sum of one (1) annual payment where the cost thereof is under One Hundred (\$100.00) Dollars.
  - c. in ten (10) annual installments when constructed in conjunction with street paving.
3. Grading and graveling streets is payable:
  - a. in three (3) annual installments.
  - b. in ten (10) annual installments when constructed in conjunction with street paving.
4. All other public improvements authorized by law are payable in a lump sum in one (1) annual payment.

5. Special charges for current services in accordance with §~~66.60~~66.0627, Wisconsin Statutes, in a lump sum of one (1) annual payment.

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

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor

Passed:

Published:

Drafted By:  
WILLIAM K. RICHARDSON  
Assistant City Attorney

ORDINANCE NO. \_\_\_\_\_

**SPONSOR: THE MAYOR**

**TO RENUMBER , CREATE, REPEAL AND RECREATE  
SUBSECTION 2.10 OF THE CODE OF GENERAL  
ORDINANCES FOR THE CITY OF KENOSHA ENTITLED  
"SPECIAL ASSESSMENTS"**

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

**Section One:** Subsections 2.10 A. through 2.10 G. of the Code of General Ordinances for the City of Kenosha, Wisconsin, are hereby renumbered as 2.10 B. through 2.10 H.

**Section Two:** Subsection 2.10 A. of the Code of General Ordinances for the City of Kenosha, Wisconsin is hereby created as follows:

**A. Procedure.** Any special assessment for special benefits conferred upon property due to municipal work or improvement shall be levied and collected in accordance with §66.073, Wis. Stats.

**Section Three:** Subsection 2.10 B. of the Code of General Ordinances for the City of Kenosha, Wisconsin is hereby repealed and recreated as follows:

**B. Installments.** The following public improvements are deemed to specially benefit the abutting property and are subject to a special assessment payable over the period of time herein specified, said time periods running from the date of notice of the special assessment to the abutting owner:

1. Paving of streets, curbs and gutters including any appurtenant infrastructure for stormwater conveyance is payable in ten (10) annual installments.
2. Construction, repair or replacement of sidewalks is payable:
  - a. in three (3) annual installments where the cost thereof exceeds One Hundred (\$100.00) Dollars.
  - b. in a lump sum of one (1) annual payment where the cost thereof is under One Hundred (\$100.00) Dollars.
  - c. in ten (10) annual installments when constructed in conjunction with street paving.
3. Grading and graveling streets is payable:
  - a. in three (3) annual installments.
  - b. in ten (10) annual installments when constructed in conjunction with street paving.
4. All other public improvements authorized by law are payable in a lump sum in one (1) annual payment.
5. Special charges for current services in accordance with §66.0627, Wisconsin Statutes, in a lump sum of one (1) annual payment.

**Section Two:**

This Ordinance shall become effective upon passage and

publication.

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor

Passed:

Published:

Drafted By:  
WILLIAM K. RICHARDSON  
Assistant City Attorney

ORDINANCE NO. \_\_\_\_\_

SPONSOR: THE MAYOR

**TO CREATE SUBPARAGRAPH 8.06 C.4.c. OF THE  
CODE OF GENERAL ORDINANCES FOR THE CITY  
OF KENOSHA ENTITLED GFP-GENERAL FLOODWAY**

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

**Section One:** Subparagraph 8.06 C.4. c. of the Code of General Ordinances for the

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

**4. Zoning and Zoning Overlay Districts.** Whole or partial parcels, with a zoning designation or zoning overlay designation listed below shall be excluded from the calculation of the pervious service area to the extent that the area is part of the zoning overlay. [See City of Kenosha's Official Zoning Map on file in the Department of Community Development and Inspections].

- a. C-2 Lowland Conservancy
- b. FW - Floodway
- c. GFP – General Floodway

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

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor

Passed:

Published:

Drafted By:  
WILLIAM K. RICHARDSON  
Assistant City Attorney

ORDINANCE NO. \_\_\_\_\_

SPONSOR: THE MAYOR

**TO CREATE SUBPARAGRAPH 8.06 C.4.c. OF THE  
CODE OF GENERAL ORDINANCES FOR THE CITY  
OF KENOSHA ENTITLED GFP-GENERAL FLOODWAY**

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

**Section One:** Subparagraph 8.06 C.4. c. of the Code of General Ordinances for the

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

**4. Zoning and Zoning Overlay Districts.** Whole or partial parcels, with a zoning designation or zoning overlay designation listed below shall be excluded from the calculation of the pervious service area to the extent that the area is part of the zoning overlay. [See City of Kenosha's Official Zoning Map on file in the Department of Community Development and Inspections].

- a. C-2 Lowland Conservancy
- b. FW - Floodway
- c. GFP – General Floodway

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

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor

Passed:

Published:

Drafted By:  
WILLIAM K. RICHARDSON  
Assistant City Attorney

**RESOLUTION NO. \_\_\_\_\_**  
**BY: FINANCE COMMITTEE**

**RESOLUTION TO CORRECT RESOLUTION #9-13**

**PROJECT #11-1208 SIDEWALK & CURB/GUTTER PROGRAM**

WHEREAS, Resolution #9-13 for Project #11-1208 Sidewalk & Curb/Gutter Program (Citywide Locations) in the amount of \$62,277.31 was passed by the Kenosha Common Council on January 23, 2013,

WHEREAS, it has been determined that a special assessment against Parcel #01-122-01-190-011 in the amount of \$377.95 for sidewalk repair was levied in error,

WHEREAS, it has been determined that a special assessment against Parcel #01-122-01-279-004 in the amount of \$750.00 for sidewalk repair was levied in error,

WHEREAS, it has been determined that a special assessment against Parcel #04-122-13-203-013 in the amount of \$260.00 for sidewalk repair was levied in error,

WHEREAS, it has been determined that a special assessment against Parcel #04-122-13-251-013 in the amount of \$250.00 for sidewalk repair was levied in error,

WHEREAS, it has been determined that a special assessment against Parcel #05-123-05-355-020 in the amount of \$586.50 for sidewalk repair was levied in error,

WHEREAS, it has been determined that a special assessment against Parcel #06-123-07-131-008 in the amount of \$535.00 for sidewalk repair was levied in error,

WHEREAS, it has been determined that a special assessment against Parcel #12-223-31-232-004 in the amount of \$1,202.75 for sidewalk repair was levied in error,

WHEREAS, it has been determined that Parcel #04-122-14-403-004 was incorrectly billed in the amount of \$1,491.90, and should have been billed in the amount of \$377.50.

NOW, THEREFORE, BE IT RESOLVED, by the Kenosha Common Council that the resolution be changed from \$62,277.31 to \$57,201.21.

Passed this 4<sup>th</sup> day of March, 2013.

Approved:

\_\_\_\_\_  
Keith G. Bosman, Mayor

Attest:

\_\_\_\_\_  
Debra L. Salas, City Clerk-Treasurer

**RESOLUTION NO. \_\_\_\_\_**

**BY: FINANCE COMMITTEE**

**To Rescind One (1) Special Assessment Levied by Resolution No. 16-13 (Trash & Debris Removal) against Parcel No. 09-222-36-410-003 (2223 54<sup>th</sup> Street Kenosha, Wisconsin) in the Amount of \$250.00**

WHEREAS, on January 23, 2013, the Common Council of the City of Kenosha, Wisconsin, adopted Resolution No. 16-13 levying special assessments for Trash & Debris Removal upon various parcels within the City of Kenosha, Wisconsin, at the request of the Kenosha County Health Department; and,

WHEREAS, it has been stated by the property owners, Zoran & Dragica Tomic, that a special assessment should not have been levied on one (1) of those parcels; to wit: Parcel No. 09-222-36-410-003 (2223 54<sup>th</sup> Street), Kenosha, Wisconsin.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that the special assessment of \$250.00 levied by Resolution No. 16-13 against Parcel No. 09-222-36-410-003 (2223 54<sup>th</sup> Street) Kenosha, Wisconsin be and hereby is rescinded; thereby reducing the total amount of the resolution by \$250.00.

Passed this \_\_\_\_\_ day of \_\_\_\_\_

Approved:

\_\_\_\_\_, Mayor  
Keith G. Bosman

Attest:

\_\_\_\_\_, City Clerk-Treasurer  
Debra L. Salas

**RESOLUTION NO. 16-13**

**BY: COMMITTEE ON FINANCE**

**To Levy a Special Assessment under Authority of Charter Ordinance No. 26, as Amended, upon Certain Parcels of Land Within the City of Kenosha, Wisconsin in the Amount of \$4,540.56 for Trash and Debris Removal**

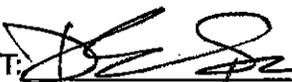
**WHEREAS**, trash and debris located on certain parcels of land in the City of Kenosha, Wisconsin, has been ordered removed by the Health Department of the County of Kenosha, pursuant to Charter Ordinance No. 26, as amended by Charter Ordinance No.(s) 28, 30, and 33, of the City of Kenosha, Wisconsin;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

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

**WHEREAS**, trash and debris has been removed by the City, through private contract, from various parcels of real estate at the costs of abatement and administration noted by a report from the Health Department dated January 7, 2013, for the City of Kenosha, which report is on file in the Office of the City Clerk/Treasurer and incorporated herein by reference.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Kenosha, Wisconsin, that pursuant to Charter Ordinance No. 26, as amended by Charter Ordinance No.(s) 28, 30, and 33, special assessments in the total amount of \$4,540.56 are levied against the respective parcels of property listed in the report of the Health Department on file in the Office of the City Clerk/Treasurer for the City of Kenosha, Wisconsin, with interest thereon to be charged at seven and one-half (7.5%) percent per annum from the date of passage of this Resolution.

Adopted this 23<sup>rd</sup> day of January, 2013.

ATTEST:  City Clerk  
Debra L. Salas

APPROVED:  Mayor  
Keith G. Bosman

Date: January 24, 2013

Drafted By:  
JONATHAN A. MULLIGAN



# COUNTY OF KENOSHA

John T. Jansen, Director  
Department of Human Services

Cynthia Johnson, Director, Health Officer  
Division of Health Services  
Job Center / Human Services Building  
8600 Sheridan Road, Suite 600  
Kenosha, WI 53143-6515  
Phone (262) 605-6700  
Fax: (262) 605-6715

DATE: January 7, 2013

TO: Edward R. Antaramian, City Attorney

JAN - 4 2013

FROM: Mark Melotik, Environmental Manager

*Mark 2 Melotik 1/14/13*

RE: Request of special assessments for the following properties, as per Charter Ordinance Number 26 - City of Kenosha

1.)	<b>7700 - 29th Avenue</b>	PARCEL #	<b>04-122-12-132-007</b>
	<b><u>OWNER OF RECORD:</u></b> Brian Thiele & Betty Benda 7700 - 29th Avenue Kenosha, WI 53143-5628	<b><u>ASSESSMENT:</u></b>	
		Administrative Fee	75.00
		Clean up	100.00
		Certified Mail	
		Newspaper Posting	
	Cleanup Date: 11/1/2012	<b>TOTAL:</b>	<b>175.00</b>
2.)	<b>1019 - 45th Street</b>	PARCEL #	<b>12-223-31-129-004</b>
	<b><u>OWNER OF RECORD:</u></b> J & N Assets LLC 23373 - 98th Street Salem, WI 53168	<b><u>ASSESSMENT:</u></b>	
		Administrative Fee	75.00
		Clean up	100.00
		Certified Mail	
		Newspaper Posting	
	Cleanup Date: 11/1/2012	<b>TOTAL:</b>	<b>175.00</b>
3.)	<b>2002 - 61st Street</b>	PARCEL #	<b>05-123-06-228-024</b>
	<b><u>OWNER OF RECORD:</u></b> Chance C Celeste 6639 Ranger Drive Racine, WI 53406-5618	<b><u>ASSESSMENT:</u></b>	
		Administrative Fee	75.00
		Clean up	290.00
		Certified Mail	
		Newspaper Posting	
	Cleanup Date: 11/9/2012	<b>TOTAL:</b>	<b>365.00</b>
4.)	<b>1012 - 45th Street</b>	PARCEL #	<b>11-223-30-457-014</b>
	<b><u>OWNER OF RECORD:</u></b> Westosha Properties LLC 6634 - 88th Avenue Kenosha, WI 53142	<b><u>ASSESSMENT:</u></b>	
		Administrative Fee	75.00
		Clean up	105.00
		Certified Mail	
		Newspaper Posting	
	Cleanup Date: 11/9/2012	<b>TOTAL:</b>	<b>180.00</b>

January 23, 2013 Pg. 180

5.)	1019 - 45th Street	PARCEL #	12-223-31-129-004
	<b><u>OWNER OF RECORD:</u></b> J & N Assets LLC 23373 - 98th Street Salem, WI 53168	<b><u>ASSESSMENT:</u></b>	
		Administrative Fee	75.00
		Clean up	340.00
		Certified Mail	
		Newspaper Posting	
	Cleanup Date: 11/16/2012	<b>TOTAL:</b>	<b>415.00</b>
6.)	5024 - 46th Avenue	PARCEL #	08-222-35-153-020
	<b><u>OWNER OF RECORD:</u></b> Mark A & Kathleen Sadowski 2732 - 84th Street Kenosha, WI 53143	<b><u>ASSESSMENT:</u></b>	
		Administrative Fee	75.00
		Clean up	100.00
		Certified Mail	
		Newspaper Posting	
	Cleanup Date: 11/28/2012	<b>TOTAL:</b>	<b>175.00</b>
7.)	1525 - 25th Street	PARCEL #	10-223-19-309-005
	<b><u>OWNER OF RECORD:</u></b> Tony Huyah & Cassie Doan 3420 - 29th Street Kenosha, WI 53140	<b><u>ASSESSMENT:</u></b>	
		Administrative Fee	75.00
		Clean up	100.00
		Certified Mail	6.40
		Newspaper Posting	
	Cleanup Date: 11/29/2012	<b>TOTAL:</b>	<b>181.40</b>
8.)	6116 - 24th Avenue	PARCEL #	01-122-01-106-027
	<b><u>OWNER OF RECORD:</u></b> Truestone Financial Federal Credit Union 6715 Green Bay Road Kenosha, WI 53142	<b><u>ASSESSMENT:</u></b>	
		Administrative Fee	75.00
		Clean up	385.00
		Certified Mail	6.40
		Newspaper Posting	
	Cleanup Date: 12/4/2012	<b>TOTAL:</b>	<b>466.40</b>
9.)	7807 - 29th Avenue	PARCEL #	04-122-12-154-002
	<b><u>OWNER OF RECORD:</u></b> John M & Beth A Ward 7807 - 29th Avenue Kenosha, WI 53142	<b><u>ASSESSMENT:</u></b>	
		Administrative Fee	75.00
		Clean up	100.00
		Certified Mail	
		Newspaper Posting	
	Cleanup Date: 12/4/2012	<b>TOTAL:</b>	<b>175.00</b>
10.)	8822 - 43rd Avenue	PARCEL #	04-122-14-153-005
	<b><u>OWNER OF RECORD:</u></b> Christopher P & Nancy L Ruland 8822 - 43rd Avenue Kenosha, WI 53142	<b><u>ASSESSMENT:</u></b>	
		Administrative Fee	75.00
		Clean up	100.00
		Certified Mail	
		Newspaper Posting	
	Cleanup Date: 12/4/2012	<b>TOTAL:</b>	<b>175.00</b>

11.)	5111 - 21st Avenue	PARCEL #	12-223-31-258-003
	<b><u>OWNER OF RECORD:</u></b> Eugene & Joyce Llanas 2913 - 11th Street Kenosha, WI 53140-1177	<b><u>ASSESSMENT:</u></b> Administrative Fee Clean up Certified Mail Newspaper Posting <b>TOTAL:</b>	75.00 100.00  <u>175.00</u>
	Cleanup Date: 12/6/2012		
12.)	1736 - 21st Avenue	PARCEL #	10-223-18-353-019
	<b><u>OWNER OF RECORD:</u></b> Dondleneta Fleary-Simmons 104 Ferchland Place Monona, WI 53714	<b><u>ASSESSMENT:</u></b> Administrative Fee Clean up Certified Mail Newspaper Posting <b>TOTAL:</b>	75.00 175.00  <u>250.00</u>
	Cleanup Date: 12/7/2012		
13.)	2223 - 54th Street	PARCEL #	09-222-36-410-003
	<b><u>OWNER OF RECORD:</u></b> Zoran & Dragica Tomic 7902 - 55th Avenue Kenosha, WI 53142	<b><u>ASSESSMENT:</u></b> Administrative Fee Clean up Certified Mail Newspaper Posting <b>TOTAL:</b>	75.00 175.00  <u>250.00</u>
	Cleanup Date: 12/7/2012		
14.)	5011 - 19th Avenue	PARCEL #	12-223-31-251-006
	<b><u>OWNER OF RECORD:</u></b> Banks of Wisconsin 5117 Green Bay Road Kenosha, WI 53144	<b><u>ASSESSMENT:</u></b> Administrative Fee Clean up Certified Mail Newspaper Posting <b>TOTAL:</b>	75.00 275.00 6.40  <u>356.40</u>
	Cleanup Date: 12/11/2012		
15.)	6032 - 20th Avenue	PARCEL #	05-123-06-228-026
	<b><u>OWNER OF RECORD:</u></b> Banks of Wisconsin 5117 Green Bay Road Kenosha, WI 53144	<b><u>ASSESSMENT:</u></b> Administrative Fee Clean up Certified Mail Newspaper Posting <b>TOTAL:</b>	75.00 265.00 6.40  <u>346.40</u>
	Cleanup Date: 12/11/2012		
16.)	7700 - 29th Avenue	PARCEL #	04-122-12-132-007
	<b><u>OWNER OF RECORD:</u></b> Brian Thiele & Betty Benda 7700 - 29th Avenue Kenosha, WI 53143-5628	<b><u>ASSESSMENT:</u></b> Administrative Fee Clean up Certified Mail Newspaper Posting <b>TOTAL:</b>	75.00 375.00 6.40 23.56  <u>479.96</u>
	Cleanup Date: 12/17/2012		

17.) 5900 - 34th Avenue

PARCEL # 09-222-36-361-012

**OWNER OF RECORD:**

Wells Fargo Bank NA  
7105 Corporate Drive  
Plano, TX 75024

**ASSESSMENT:**

Administrative Fee	75.00
Clean up	125.00
Certified Mail	
Newspaper Posting	
<b>TOTAL:</b>	<b>200.00</b>

Cleanup Date: 12/19/2012

<b>CHARTER 28 TOTAL</b>	<b>\$ 4,540.56</b>
-------------------------	--------------------

Debra L. Salas  
City Clerk - Treasurer

Karen J. Forsberg  
Deputy City Clerk-Treasurer



CITY OF KENOSHA  
Department of  
City Clerk/Treasurer

February 27, 2013

COPY

Zoran & Dragica Tomic  
7902-55<sup>th</sup> Ave.  
Kenosha, WI 53142

Re: Trash & Debris Removal Special Assessment, 2223-54<sup>th</sup> Street  
Parcel #09-222-36-410-003  
Request to Rescind \$250.00

Dear Zoran & Dragica:

The City of Kenosha Finance Committee will review your above referenced request at their regular meeting to be held on Monday, March 4, 2013 at 5:30 pm in Room 204 of the Kenosha Municipal Building, 625-52<sup>nd</sup> Street.

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

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

Sincerely,

CITY OF KENOSHA

A handwritten signature in cursive script, appearing to read 'Debra L. Salas', with a large 'KS' monogram to the right.

Debra L. Salas  
City Clerk/Treasurer

c: Mark Melotik - Environmental Manager/Kenosha County Health Department  
Aldersperson Patrick A. Juliana



# COUNTY OF KENOSHA

John Jansen, Director  
Department of Human Services

Cynthia Johnson, Director, Health Officer  
Division of Health Services  
Job Center / Human Services Building  
8600 Sheridan Road, Suite 600  
Kenosha, WI 53143-6515  
Phone (262) 605-6700  
Fax: (262) 605-6715

## 24 HOUR ORDER

### CHARTER ORDINANCE NO. 26 BLIGHTED CITY LOTS

The Charter Ordinance empowers the City of Kenosha to abate certain public nuisances which arise when landowners permit their lots, whether developed or not, to deteriorate and otherwise exhibit signs of blight and to charge the cost of said nuisance to the landowner as a special assessment.

We attempted to contact you but were unable to do so. Please be advised that this property is in violation of Charter Ordinance No. 26.

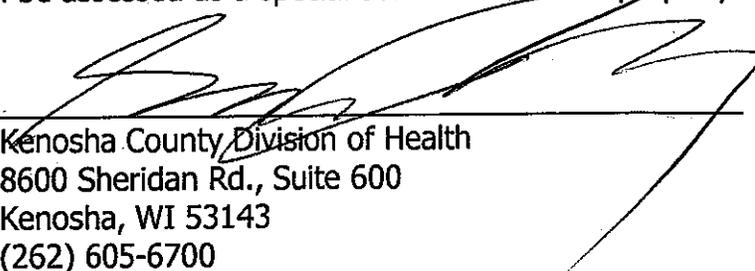
You must:

- Clean parkway of all garbage, junk and debris.
- Clean yard/alley of all loose garbage and debris.
- \_\_\_\_\_

This violation must be corrected within 24 hours.

You must clean up the above listed violation by 12-7-12

Failure to do so will result in the nuisance being abated by a contractor. All costs associated with the abatement will be assessed as a special assessment to the property.

  
 \_\_\_\_\_  
 Kenosha County Division of Health  
 8600 Sheridan Rd., Suite 600  
 Kenosha, WI 53143  
 (262) 605-6700

# J. Malsack/Crown Services, LLC

Weed Cutting • Lawn Mowing • Snow Plowing

415 - 43rd Street • Kenosha, WI 53140 • Ph. (262) 658-3387

## Invoice

DATE	INVOICE #
12/19/12	6570

BILL TO
KENOSHA COUNTY HEALTH DEPT. 8600 SHERIDAN RD. SUITE 600 KENOSHA, WI 53143

DUE DATE	P.O. NUMBER
1/18/13	MS. MAY

DESCRIPTION	AMOUNT
2223 54TH ST. REMOVED CARDBOARD, RECYCLABLES, LITTER AND MISC DEBRIS CLEANED 12/7/2012	175.00
<i>Mat L. Melton 12/19/12</i>	
5% 10 NET 30	
Subtotal	175.00
5.5% Tax	
<b>Total</b>	<b>175.00</b>



# COUNTY OF KENOSHA

---

John T. Jansen, Director  
Department of Human Services

Cynthia Johnson, Director  
Division of Health Services  
Job Center / Human Services Building  
8600 Sheridan Road, Suite 600  
Kenosha, WI 53143-6515  
Phone (262) 605-6700  
Fax: (262) 605-6715

## Trash & Debris Special Assessment

**Date:** 12/19/12

**Parcel No. :** 09-222-36-410-0003

**Address:** 2223 54<sup>th</sup> St

**Cleanup Date:** 12/7/12

**Contractor:** Jerry Malsack

**Mail Cost:**

**Publication Cost:**

**Cleanup Cost:** \$175.00

**Administration Cost:** \$75.00

**Other Costs:**

**Total Cost:** \$250.00

**Notes/Comments:**

Date 12/06/12 Compl. Name FR. ROSCIOLLI

# 870  
Compl. Addr. \_\_\_\_\_  
Compl. Phone 751-7036 N/P

**Kenosha County Division of Health  
Environmental Health Section – Complaint & Inspection Report**

Addr. Of Complaint 2323 54<sup>th</sup> St. Rec. No. \_\_\_\_\_

Contact person and/or where to gain entrance \_\_\_\_\_

Complaint obtained with promise of confidentiality:      Y      N      Par. # \_\_\_\_\_

**OCCUPANT:**  
Name \_\_\_\_\_  
Unit \_\_\_\_\_  
Tel. # \_\_\_\_\_

**OWNER:**  
Name \_\_\_\_\_  
Unit \_\_\_\_\_  
Tel. # \_\_\_\_\_

Compl. Code \_\_\_\_\_ Dist. \_\_\_\_\_ San \_\_\_\_\_ Viol. Code \_\_\_\_\_ Date \_\_\_\_\_ Res. Code \_\_\_\_\_ Date \_\_\_\_\_

REMARKS:      Call to make appt. \_\_\_\_\_ Pre-scheduled appt. time \_\_\_\_\_  
(Comp. Taken by AWZ)      Hours when home \_\_\_\_\_

PARKWAY      12-6-12 - inspected  
cardboard & recyclables  
on parkway.  
24 hr notice  
Reinspect 12-7-12  
cardboard & recyclables  
Remaining  
Clean up done  
Complied 12-7-12  
S.M.

DATE OF INSP 12/6/12

SANITARIAN [Signature]

Municipality: 241 City of Kenosha

Property Ownership

Parcel Number: 09-222-36-410-003

Legal Name/Ownership

ZORAN & DRAGICA TOMIC

Property Address

2223 54TH ST

Assessment as of :	1/01/2012 +
Assessed Land :	13,100
Assessed Improved:	36,400
Assessment Total :	49,500

Mail-To Address

ZORAN & DRAGICA TOMIC

7902 55TH AVE

KENOSHA, WI 53142

Current as of :	Last Posting
Heated Square Foot:	1,124
Garage Square Foot:	
Actual Frontage :	40.00
Effective Frontage:	40.00
Effective Depth :	100.00
Total Acres :	.09

Document # 989290

Abbrev Metes/Bounds Legal Desc

W 40 FT OF E 82 FT OF LOT 1 &

W 40 FT OF N 45 FT OF E 82 FT

OF LOT 2 B 9 BAIN'S SUB BEING

PT OF SE 1/4 SEC 36 T 2 R 22

DOC #989290

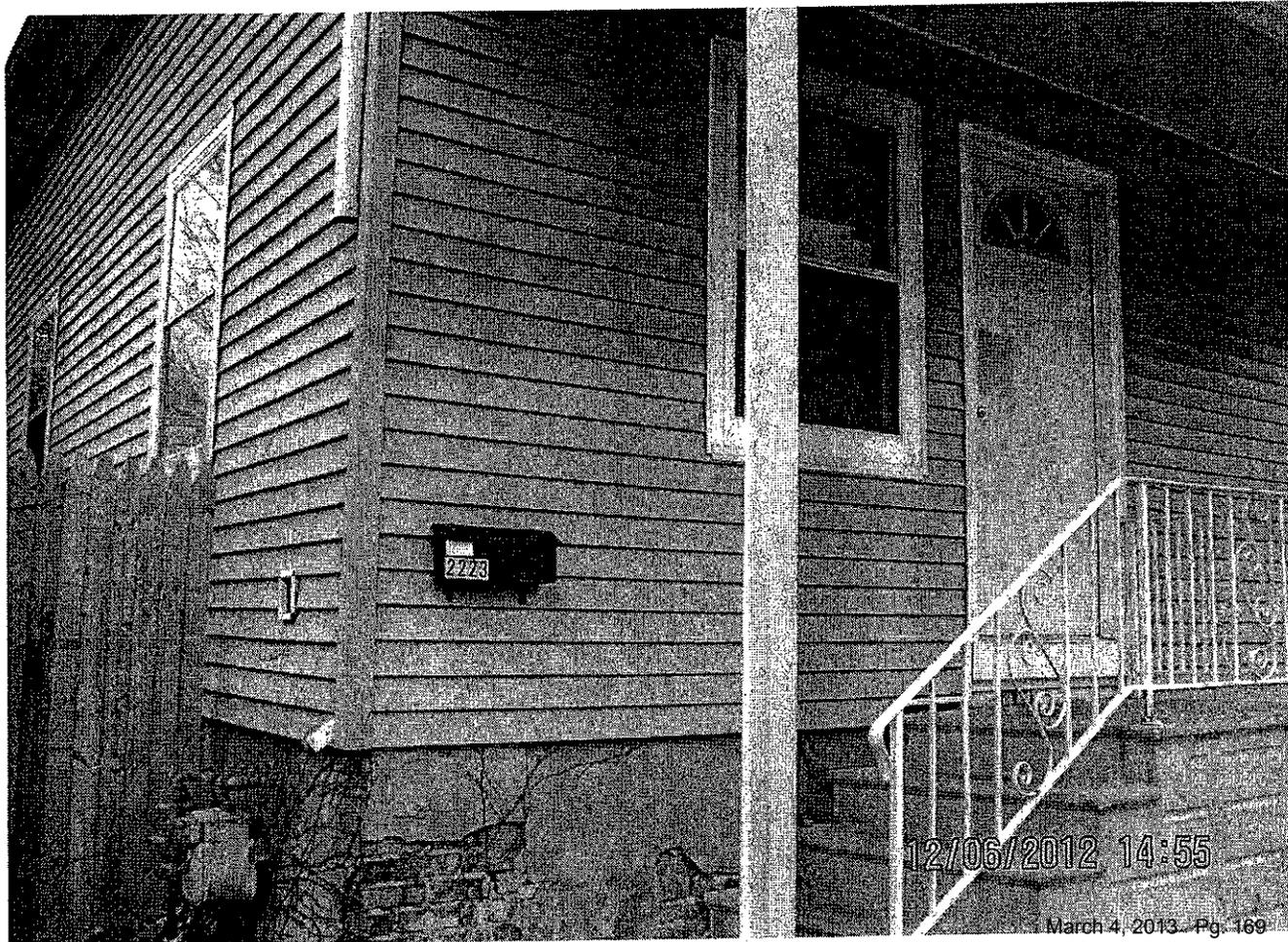
See recorded doc for complete legal

F1=Msg F2=Fmtd Legal F3=Exit F4=Addl Metes F5=Addl Owner F6=Addl Assmt

F7=Prior Street F8=Next Street F10=Prop Tax F11=Sales F12=Gen Bldg F14=Land

F17=Prop Hist F18=Pol Distr

F15=Print Property





Attn: City of Kenosha Finance Comity  
Common Cancel

I am owner of property located at 2223 54 Street in Kenosha. Recently I received Invoice for \$250.00 garbage pick up at the property.

On December 10<sup>th</sup> I went to show house because I had add in the paper and found 24 hour order to clean parkway of all garbage, junk and debris. We call special pick up for December 4<sup>th</sup> and we are not sure if they didn't come to pick up or somebody else thru garbage on our property. We never were notified that garbage was not picked up that Tuesday.

I believe I shouldn't be responsible for this because I do not live at this house this is my rental property. If the owner is responsible to clean it up then owner should be notified at his residence. I live on 7902 55<sup>th</sup> Avenue for last 23 years and I still have same phone number so I believe somebody from Health department should have called us, or this 24 hrs notice should be sent to my residence.

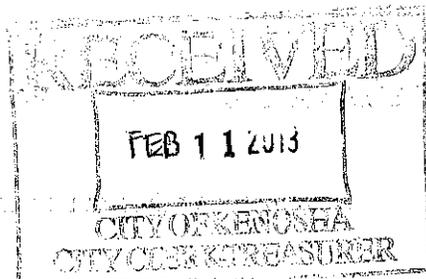
We are working people and I have no time to go and watch not working people where they throw garbage. My house was empty for two months and we just go over weekend and check to see if everything is ok.

Somebody didn't do there job to properly notify us, so that is why I shouldn't be responsible to pay this invoice.

If you need to talk to us we can be reached at home after 5:30p.m. At 262-694-7722 or cell 262-496-3282

Sincerely,

Dragica and Zoran Tomic





# COUNTY OF KENOSHA

John Jansen, Director  
Department of Human Services

Cynthia Johnson, Director, Health Officer  
Division of Health Services  
Job Center / Human Services Building  
8600 Sheridan Road, Suite 600  
Kenosha, WI 53143-6515  
Phone (262) 605-6700  
Fax: (262) 605-6715

## 24 HOUR ORDER

### **CHARTER ORDINANCE NO. 26 BLIGHTED CITY LOTS**

The Charter Ordinance empowers the City of Kenosha to abate certain public nuisances which arise when landowners permit their lots, whether developed or not, to deteriorate and otherwise exhibit signs of blight and to charge the cost of said nuisance to the landowner as a special assessment.

We attempted to contact you but were unable to do so. Please be advised that this property is in violation of Charter Ordinance No. 26.

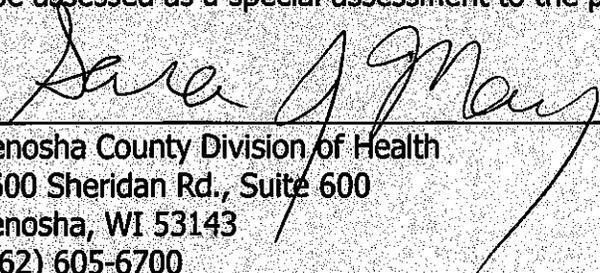
You must:

- Clean parkway of all garbage, junk and debris.
- Clean yard/alley of all loose garbage and debris.
- \_\_\_\_\_

This violation must be corrected within 24 hours.

You must clean up the above listed violation by 12-7-12

Failure to do so will result in the nuisance being abated by a contractor. All costs associated with the abatement will be assessed as a special assessment to the property.

  
 \_\_\_\_\_  
 Kenosha County Division of Health  
 8600 Sheridan Rd., Suite 600  
 Kenosha, WI 53143  
 (262) 605-6700

**CITY OF KENOSHA  
OFFICE OF THE CITY TREASURER  
625-52ND STREET - ROOM 105  
KENOSHA WI 53140  
SPECIAL ASSESSMENT BILL**

ZORAN & DRAGICA TOMIC  
7902 55TH AVE  
KENOSHA, WI 53142

BILLING DATE: 02/01/13

<b>PARCEL NUMBER</b>  09-222-36-410-003
---

PAYABLE TO CITY TREASURER ON OR BEFORE:

FOR: RESOLUTION: 016-13  
TRASH & DEBRIS

FEBRUARY 28, 2013  
WITHOUT INTEREST

PROPERTY LOCATED AT: 02223 054 ST

W 40 FT OF E 82 FT OF LOT 1 &  
W 40 FT OF N 45 FT OF E 82 FT  
OF LOT 2 B 9 BAIN'S SUB BEING  
PT OF SE 1/4 SEC 36 T 2 R 22  
DOC #989290

<b>PAY THIS AMOUNT</b>  250.00
--------------------------------------

<u>tax roll</u>	<u>amount</u>	<u>tax roll</u>	<u>amount</u>
2013	267.19	0000	
0000		0000	
0000		0000	
0000		0000	
0000		0000	
<b>TOTAL</b>	<b>267.19</b>		

If this bill is not paid in full by November 30th of this year, this assessment will automatically be placed on your real estate tax bill for the year(s) and amount(s) shown above. Interest is included at 7.5%.

IF PAID BY CHECK, RECEIPT IS CONTINGENT ON CHECK BEING PAID BY BANK ON WHICH IT IS DRAWN.  
PARTIAL PAYMENTS OF THIS BILL ARE NOT ALLOWED.  
CITY TREASURER-CITY OF KENOSHA

IF YOU HAVE ANY QUESTIONS REGARDING THIS BILL, PLEASE CONTACT  
THE KENOSHA COUNTY DIVISION OF HEALTH AT 262-605-6700

SA0L3TD

11 FEB 13 16:21 CDEBS

SPECIAL ASSESSMENTS  
TRASH & DEBRIS

NAME: ZORAN & DRAGICA TOMIC

ADDRESS: 02223 054 ST

PROJECT NO. 12-121 TYPE CODE 11

BREAK 0 ORDER # 000 STREET

S.A. TYPE:

PARCEL NO. 09-222-36-410-003-0 000

FILE TYPE	TAX YEAR	# OF YRS	REMAIN YEARS	ANNUAL INTEREST	RESOLUTION TYPE	RESOLUTION NUMBER	RESOLUTION DATE	EFFECTIVE BILL DATE
A	2013	01	01	07.5	F	016-13	01/23/13	02/01/13

MAIL COST	PUBLICATION COST	CLEANUP COST	ADMINISTRATIVE COST	OTHER COST	TOTAL ASSESSMENT
.00	.00	175.00	75.00	.00	250.00

COST ANALYSIS/COMMENTS

MSG-WAIT/CONTINUE XMIT/NEXT SCREEN F4/PAY INFO F5/PAY HIST F6/LEGAL (0)

**RESOLUTION NO. \_\_\_\_\_**

**BY: COMMITTEE ON PUBLIC WORKS**

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

**PROJECT #13-1208 SIDEWALK & CURB/GUTTER PROGRAM**

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

**(Citywide Locations)**

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

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

2. Said public improvement shall include the improvements in street right-of-ways: permanent sidewalk and/or driveway approaches.

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

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

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

a. Preliminary plans and specifications for said improvements.

b. An estimate of entire cost of the proposed improvements and in street right-of-way.

c. Schedule of proposed assessments.

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

Adopted this 4<sup>th</sup> day of March, 2013.

APPROVED:

\_\_\_\_\_  
MAYOR  
KEITH G. BOSMAN

ATTEST:

\_\_\_\_\_  
CITY CLERK/TREASURER  
DEBRA L. SALAS

RESOLUTION NO. \_\_\_\_\_

Document No.

BY: COMMITTEE ON PUBLIC WORKS  
[UTILITY EASEMENT]

TO VACATE A PORTION OF AN ALLEY  
LOCATED BETWEEN 21ST AND 22ND  
AVENUES FROM 65TH TO 67TH STREET  
District #8. [Sorenson/Mathewson]

Recording Area

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

Parcel Identification Number (PIN)

05-123-06-257-001, 05-123-06-257-002, 05-123-06-257-003  
05-123-06-257-004, 05-123-06-257-005, 05-123-06-257-006  
05-123-06-257-007, 05-123-06-257-008, 05-123-06-257-009  
05-123-06-257-010, 05-123-06-257-011, 05-123-06-257-012  
05-123-06-257-013, 05-123-06-257-017, 05-123-06-257-018  
05-123-06-257-019, 05-123-06-257-020, 05-123-06-257-021  
05-123-06-257-022, 05-123-06-257-023, 05-123-06-257-024  
05-123-06-257-025, 05-123-06-257-026, 05-123-06-257-027  
05-123-06-257-028, 05-123-06-257-029, 05-123-06-257-030  
05-123-06-257-031

WHEREAS, the public interest requires the vacation of an alley located between 21st and 22<sup>nd</sup> Avenues, from 65<sup>th</sup> to 67<sup>th</sup> Street.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that pursuant to Section 66.1003(4), Wisconsin Statutes, and by direct action of said Council, an alley, described in Exhibit "A" and legally described as follows:

**Part of that certain ten (10) feet in width public alley which lies between 22nd and 21st Avenues, and between 67th and 65th Streets, in Quinton's Subdivision of Block 23 and part of Block 24 of Bond's Subdivision, subdivisions of record in the Northwest Quarter of Section 6, Town 1 North, Range 23 East of the Fourth Principal Meridian, said part of alley to be vacated being further described and bounded as follows:**

**Bounded on the North by the south line of said 65th Street; bounded on the East by the west line of Lots 14 through 3 and the north 13.6 feet of lot 2 in said subdivision; bounded by the South by a line being 100 feet northerly and parallel to the north line of 67th Street; bounded on the West by the East line of the north 13.3 feet of Lot 27 and Lots 26 through 15.**

be, and hereby is, vacated, subject to the following easements which are herein and hereby granted, or created by a reservation of rights.

Any and all provider of utilities, including the City (hereinafter collectively referred to as "Utilities"), furnishing gas, sewer, water, electric, telephone, cable television and any related services shall have reserved to them or are hereby and herein given and granted the right, permission, and authority to inspect, repair and maintain their respective existing installation in, above and under the above described parcel of property for as long as said installations and facilities are being operated and utilized by them.

Said Utilities are also given and granted the right, permission and authority to improve and expand the scope of the above easements in, above and under the above described parcel of property, and thereafter to inspect, repair and maintain said new additional installations and facilities. Utilities shall, at all times, have reasonable access to their respective installations and facilities, and owners of said parcel of land vacated by this Resolution, shall not interfere with easement rights herein specified or be entitled to compensation for anything placed by owners upon said vacated property which may have to be destroyed or removed by Utilities to effectively use their easements, although Utilities shall have the obligation to restore the turf to its original condition should it be destroyed or damaged through the exercise of easement rights. However, one or more of the Utilities may waive their rights hereunder and consent to the construction of a building or structure upon vacated property.

**IT IS FURTHER UNDERSTOOD** that the area vacated will accrue to the abutting property owners according to law.

**BE IT FURTHER RESOLVED** that the City Clerk shall record a certified copy of this Resolution in the Office of the Kenosha County Register of Deeds and forward a copy of same to all listed Utilities and the City Assessor's Office.

**BE IT FURTHER RESOLVED** that upon recordation of this Resolution, the City of Kenosha Official Map, as initially established by Resolution No. 122-06, adopted on November 6, 2006, and as subsequently amended to the time of recordation of this Resolution, will hereby be amended to include the closing of existing streets, highways, and right-of-ways, which changes are established in this Resolution.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2011.

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor

Date: \_\_\_\_\_

Drafted By:  
WILLIAM K. RICHARDSON  
Assistant City Attorney

Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission  <b>FACT SHEET</b>	January 24, 2013	Item 1
<b>Petition to vacate a portion of an alley located between 21st and 22nd Avenue from 65th to 67th Street. (Sorenson/Mathewson) (District #8) PUBLIC HEARING</b>			

**LOCATION/SURROUNDINGS:**

Site: Alley between 21st and 22nd Avenue, from 65th to 67th Street  
 Neighborhood: RG-1 General Residential

**NOTIFICATIONS/PROCEDURES:**

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

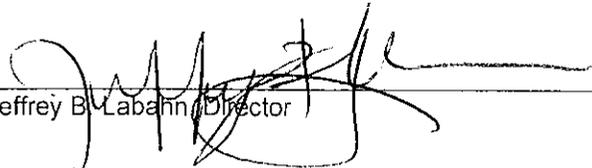
**ANALYSIS:**

- A Petition has been filed by the abutting property owners to vacate a portion of this alley. The existing alley right-of-way is unimproved.
- There are no garages that access the alley portion petitioned for vacation. The southernmost one hundred (100') feet of the alley is proposed to remain open to provide access to a parking pad at 6630 21st Avenue.
- The existing alley right-of-way is ten (10') feet wide. Abutting property owners will each receive five (5') feet of the alley if it is vacated.
- City Departments and utilities have reviewed the vacation. The proposed vacation is in compliance with City Ordinances.

**RECOMMENDATION:**

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

  
 Brian R. Wilke, Development Coordinator

  
 Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2013/JAN24/fact-vacate-sorenson.odt

# City of Kenosha

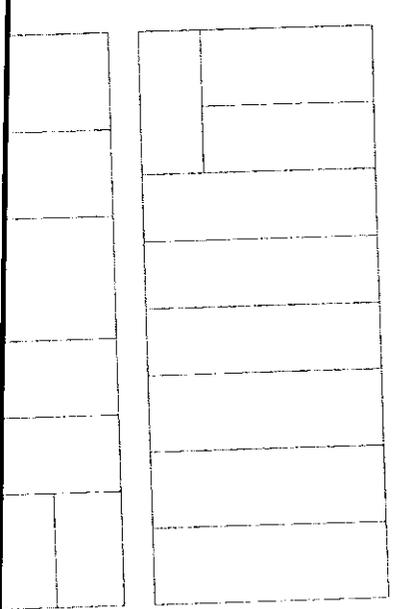
District Map  
Vacation

Supplement No. VI-13

Ordinance No. \_\_\_\_\_

Sorensen / Matthewson petition

65TH ST

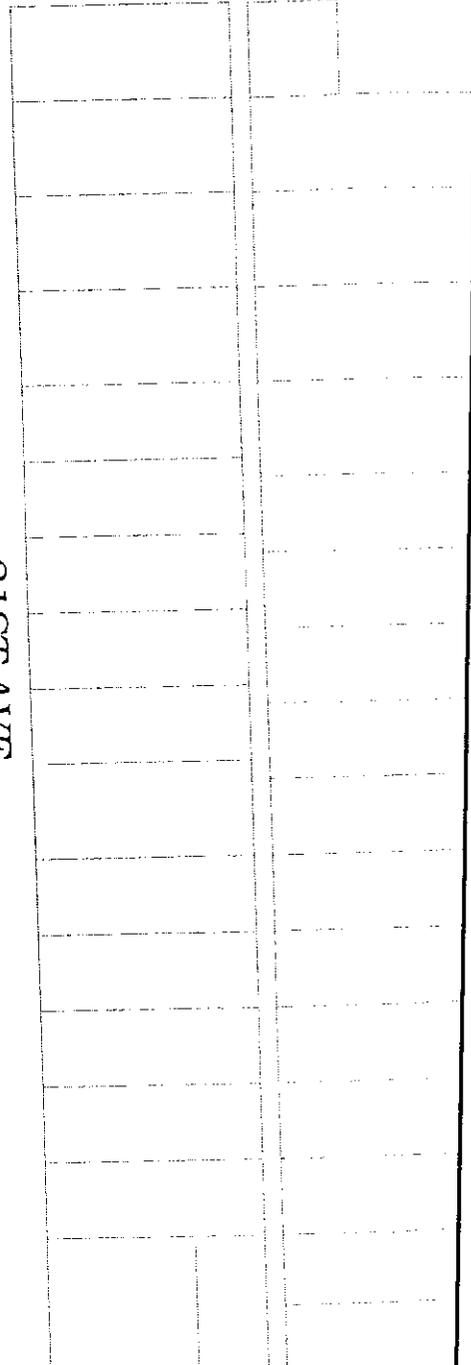


66TH ST

22ND AVE

05-123-06-257-001	05-123-06-257-031
05-123-06-257-002	05-123-06-257-030
05-123-06-257-003	05-123-06-257-029
05-123-06-257-004	05-123-06-257-028
05-123-06-257-005	05-123-06-257-027
05-123-06-257-006	05-123-06-257-026
05-123-06-257-007	05-123-06-257-025
05-123-06-257-008	05-123-06-257-024
05-123-06-257-008	05-123-06-257-023
05-123-06-257-009	05-123-06-257-022
05-123-06-257-010	05-123-06-257-021
05-123-06-257-011	05-123-06-257-020
05-123-06-257-011	05-123-06-257-019
05-123-06-257-012	05-123-06-257-018
05-123-06-257-013	05-123-06-257-017

21ST AVE



67TH ST

 Partial alley requested to be vacated



0 25 50 75 100  
March 2013 - Pg. 100 Feet

DAVE

CONSENT PETITION TO VACATE AN ALLEY or STREET

TO: Mayor  
Members of the Common Council

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

DATE	OWNER	ADDRESS	WILL YOU BUILDIN THE VACATED RIGHT OF WAY? *
5/10/12	Michael Bench (deceased) Dawn Bench	6621 22ND Ave	No
5/10/12	Kevin Mathewson K-M	6624 21st Ave	No
5/13/12	Kellie G. Loh	6516 21st Ave	NO
5/13/12	Charles Stegman	6524-21st Ave	No
5/15/12	Craig Swann	6626 - 21st Ave	No
5/15/12	Joyce Lee Kenneth A. Bergquist	6615A 22nd Ave	No
6-2-12	Reed Jobby	6630 - 21st Ave	No
7-3-12	Wayne G. Berry	6606 21st Ave	No
6-11-12	John Spanglin	6618 - 21	NO
<del>6/11/12</del>	<del>[scribble]</del>	<del>[scribble]</del>	<del>[scribble]</del>
7-12-12	Linda Schwaner	6520-21 Ave	NO
7/23/12	Rollin G. [scribble]	[scribble]	NO
11/20/12	<del>oil street</del>	6801 22ND AVE	NO
11/20/12	<del>oil street</del>	6605 22ND AVE	NO
12/6/12	[scribble]	6502 21st Ave	maybe

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





·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

December 11, 2012

Michael Toyek  
AT & T  
411 7th Street  
Racine, WI 53403

Dear Mr. Toyek:

**RE: Proposed Alley Vacation (Sorenson/Mathewson)  
Located between 21st and 22nd Avenues from 65th Street to 67th Street**

A petition has been filed with the Common Council of the City of Kenosha, Wisconsin to vacate a portion of a certain public right-of-way as depicted on the enclosed map.

Please complete the section below with regard to any easement rights or planned future use of the public right-of-way and return this letter to me by Wednesday, December 26, 2012.

The property owner may construct within the vacated right-of-way.

- No objection to the proposed vacation, no easements are required. *12/19/12*
- No objection, but easements are required as identified. *- AT&T Has Aerial Cable on WE Energies Poles + AT&T Poles*
- We object to the vacation for the following reasons.

If you have any questions, please contact me at 653.4049 or via email at [bwilke@kenosha.org](mailto:bwilke@kenosha.org).

Sincerely,

COMMUNITY DEVELOPMENT & INSPECTIONS

*B. R. Wilke*

Brian R. Wilke  
Development Coordinator

*DAVID A. BRUZAS  
ENGINEER AT&T  
262-636-0571*

BRW:kas  
Enclosure

LIS PENDENS  
STATE OF WISCONSIN

Document Number

**PLEASE TAKE NOTICE** that an application is now pending before the Common Council of the City of Kenosha, Wisconsin, the object of which is discontinued interest of the City of Kenosha, a Municipal Corporation, in the alley located from one hundred (100') feet north of 67th Street to 65th Street between 21st and 22nd Avenues, more particularly described as follows:

Part of that certain ten (10) feet in width public alley which lies between 22nd and 21st Avenues, and between 67th and 65th Streets, in Quinton's Subdivision of Block 23 and part of Block 24 of Bond's Subdivision, subdivisions of record in the Northwest Quarter of Section 6, Town 1 North, Range 23 East of the Fourth Principal Meridian, said part of alley to be vacated being further described and bounded as follows:

Bounded on the North by the south line of said 65th Street; bounded on the East by the west line of Lots 14 through 3 and the north 13.6 feet of lot 2 in said subdivision; bounded by the South by a line being 100 feet northerly and parallel to the north line of 67th Street; bounded on the West by the East line of the north 13.3 feet of Lot 27 and Lots 26 through 15.

Recording Area

Name and Return Address:

Brian Wilke  
Community Development & Inspections  
625 52nd Street - Room 308  
Kenosha, WI 53140

Parcel Identification Number (PIN)

05-123-06-257-001, 05-123-06-257-002, 05-123-06-257-003  
05-123-06-257-004, 05-123-06-257-005, 05-123-06-257-006  
05-123-06-257-007, 05-123-06-257-008, 05-123-06-257-009  
05-123-06-257-010, 05-123-06-257-011, 05-123-06-257-012  
05-123-06-257-013, 05-123-06-257-017, 05-123-06-257-018  
05-123-06-257-019, 05-123-06-257-020, 05-123-06-257-021  
05-123-06-257-022, 05-123-06-257-023, 05-123-06-257-024  
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05-123-06-257-028, 05-123-06-257-029, 05-123-06-257-030  
05-123-06-257-031,

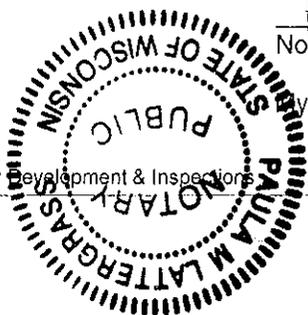
Dated at Kenosha this 17 day of Jan, 2013

Rich Schroeder, Deputy Director, Community Development & Inspections

Personally came before me this 17<sup>th</sup> day of Jan, 2013, Rich Schroeder, Deputy Director of Community Development & Inspections, and acknowledged to me that he executed the foregoing instrument as such Deputy Director of Community Development & Inspections of the City of Kenosha by its authority.

Paula M Lattergrass  
Paula M. Lattergrass  
Notary Public, Kenosha County, Wisconsin

My commission expires: 08/09/2015



Drafted By: Brian Wilke, Department of Community Development & Inspections

(6) **COMPREHENSIVE PLAN MAY TAKE EFFECT.** Notwithstanding sub. (4), a comprehensive plan, or an amendment of a comprehensive plan, may take effect even if a local governmental unit fails to provide the notice that is required under sub. (4) (e) or (f), unless the local governmental unit intentionally fails to provide the notice.

**History:** 1999 a. 9, 148; 1999 a. 150 s. 74; Stats. 1999 s. 66.1001; 1999 a. 185 s. 57; 1999 a. 186 s. 42; 2001 a. 30, 90; 2003 a. 33, 93, 233, 307, 327; 2005 a. 26, 268; 2007 a. 121; 2009 a. 372; 2011 a. 257.

A municipality has the authority under s. 236.45 (2) to impose a temporary town-wide prohibition on land division while developing a comprehensive plan under this section. *Wisconsin Realtors Association v. Town of West Point*, 2008 WI App 40, 309 Wis. 2d 199, 747 N.W.2d 681, 06–2761.

The use of the word “coordination” in various statutes dealing with municipal planning does not by itself authorize towns to invoke a power of “coordination” that would impose affirmative duties upon certain municipalities that are in addition to any other obligations that are imposed under those statutes. With respect to the development of and amendment of comprehensive plans, s. 66.1001 is to be followed by the local governmental units and political subdivisions identified in that section. OAG 3–10

**66.1002 Development moratoria. (1) DEFINITIONS.** In this section:

(a) “Comprehensive plan” has the meaning given in s. 66.1001 (1) (a).

(b) “Development moratorium” means a moratorium on rezoning or approving any subdivision or other division of land by plat or certified survey map that is authorized under ch. 236.

(d) “Municipality” means any city, village, or town.

(e) “Public health professional” means any of the following:

1. A physician, as defined under s. 48.375 (2) (g).

2. A registered professional nurse, as defined under s. 49.498

(1) (L).

(f) “Registered engineer” means an individual who satisfies the registration requirements for a professional engineer as specified in s. 44.3.04

(2) **MORATORIUM ALLOWED.** Subject to the limitations and requirements specified in this section, a municipality may enact a development moratorium ordinance if the municipality has enacted a comprehensive plan, is in the process of preparing its comprehensive plan, is in the process of preparing a significant amendment to its comprehensive plan in response to a substantial change in conditions in the municipality, or is exempt from the requirement as described in s. 66.1001 (3m), and if at least one of the following applies:

(a) The municipality’s governing body adopts a resolution stating that a moratorium is needed to prevent a shortage in, or the overburdening of, public facilities located in the municipality and that such a shortage or overburdening would otherwise occur during the period in which the moratorium would be in effect, except that the governing body may not adopt such a resolution unless it obtains a written report from a registered engineer stating that in his or her opinion the possible shortage or overburdening of public facilities justifies the need for a moratorium.

(b) The municipality’s governing body adopts a resolution stating that a moratorium is needed to address a significant threat to the public health or safety that is presented by a proposed or anticipated activity specified under sub. (4), except that the governing body may not adopt such a resolution unless it obtains a written report from a registered engineer or public health professional stating that in his or her opinion the proposed or anticipated activity specified under sub. (4) presents such a significant threat to the public health or safety that the need for a moratorium is justified.

(3) **ORDINANCE REQUIREMENTS.** (a) An ordinance enacted under this section shall contain at least all of the following elements:

1. A statement describing the problem giving rise to the need for the moratorium.

2. A statement of the specific action that the municipality intends to take to alleviate the need for the moratorium.

3. Subject to par. (b), the length of time during which the moratorium is to be in effect.

4. A statement describing how and why the governing body decided on the length of time described in subd. 3.

5. A description of the area in which the ordinance applies.

6. An exemption for any activity specified under sub. (4) that would have no impact, or slight impact, on the problem giving rise to the need for the moratorium.

(b) 1. A development moratorium ordinance may be in effect only for a length of time that is long enough for a municipality to address the problem giving rise to the need for the moratorium but, except as provided in subd. 2., the ordinance may not remain in effect for more than 12 months.

2. A municipality may amend the ordinance one time to extend the moratorium for not more than 6 months if the municipality’s governing body determines that such an extension is necessary to address the problem giving rise to the need for the moratorium.

(c) A municipality may not enact a development moratorium ordinance unless it holds at least one public hearing at which the proposed ordinance is discussed. The public hearing must be preceded by a class 1 notice under ch. 985, the notice to be at least 30 days before the hearing. The municipality may also provide notice of the hearing by any other appropriate means. The class 1 notice shall contain at least all of the following:

1. The time, date, and place of the hearing.

2. A summary of the proposed development moratorium ordinance, including the location where the ordinance would apply, the length of time the ordinance would be in effect, and a statement describing the problem giving rise to the need for the moratorium.

3. The name and contact information of a municipal official who may be contacted to obtain additional information about the proposed ordinance.

4. Information relating to how, where, and when a copy of the proposed ordinance may be inspected or obtained before the hearing.

(4) **APPLICABILITY.** A development moratorium ordinance enacted under this section applies to any of the following that is submitted to the municipality on or after the effective date of the ordinance:

(a) A request for rezoning.

(c) A plat or certified survey map.

(d) A subdivision plat or other land division.

**History:** 2011 a. 144.

**66.1003 Discontinuance of a public way. (1)** In this section, “public way” means all or any part of a road, street, slip, pier, lane or paved alley.

(2) The common council of any city, except a 1st class city, or a village or town board may discontinue all or part of a public way upon the written petition of the owners of all the frontage of the lots and lands abutting upon the public way sought to be discontinued, and of the owners of more than one-third of the frontage of the lots and lands abutting on that portion of the remainder of the public way which lies within 2,650 feet of the ends of the portion to be discontinued, or lies within so much of that 2,650 feet as is within the corporate limits of the city, village or town. The beginning and ending of an alley shall be considered to be within the block in which it is located. This subsection does not apply to a highway upon the line between 2 towns that is subject to s. 82.21.

(3) The common council of any city, except a 1st class city, or a village or town board may discontinue all or part of an unpaved alley upon the written petition of the owners of more than 50% of the frontage of the lots and lands abutting upon the portion of the unpaved alley sought to be discontinued. The beginning and ending of an unpaved alley shall be considered to be within the block in which it is located. This subsection does not apply to a highway upon the line between 2 towns that is subject to s. 82.21.

(4) (a) Notwithstanding subs. (2) and (3), proceedings covered by this section may be initiated by the common council or village or town board by the introduction of a resolution declaring that since the public interest requires it, a public way or an unpaved alley is vacated and discontinued. No discontinuance of a public way under this subsection may result in a landlocked parcel of property.

(b) A hearing on the passage of a resolution under par. (a) shall be set by the common council or village or town board on a date which shall not be less than 40 days after the date on which the resolution is introduced. Notice of the hearing shall be given as provided in sub. (8) (b), except that in addition notice of the hearing shall be served on the owners of all of the frontage of the lots and lands abutting upon the public way or unpaved alley sought to be discontinued in a manner provided for the service of summons in circuit court at least 30 days before the hearing. When service cannot be made within the city, village or town, a copy of the notice shall be mailed to the owner's last-known address at least 30 days before the hearing.

(c) Except as provided in this paragraph, no discontinuance of the whole or any part of a public way may be ordered under this subsection if a written objection to the proposed discontinuance is filed with the city, village or town clerk by any of the owners abutting on the public way sought to be discontinued or by the owners of more than one-third of the frontage of the lots and lands abutting on the remainder of the public way which lies within 2,650 feet from the ends of the public way proposed to be discontinued or which lies within that portion of the 2,650 feet that is within the corporate limits of the city, village or town. If a written objection is filed, the discontinuance may be ordered only by the favorable vote of two-thirds of the members of the common council or village or town board voting on the proposed discontinuance. An owner of property abutting on a discontinued public way whose property is damaged by the discontinuance may recover damages as provided in ch. 32. The beginning and ending of an alley shall be considered to be within the block in which it is located.

(d) No discontinuance of an unpaved alley shall be ordered if a written objection to a proposed discontinuance is filed with the city, village or town clerk by the owner of one parcel of land that abuts the portion of the alley to be discontinued and if the alley provides the only access to off-street parking for the parcel of land owned by the objector.

(5) For the purpose of this section, the narrowing, widening, extending or other alteration of any road, street, lane or alley does not constitute a discontinuance of any part of the former road, street, lane or alley, including any right-of-way, which is included within the right-of-way for the new road, street, lane or alley.

(6) Whenever any of the lots or lands subject to this section is owned by the state, county, city, village or town, or by a minor or incompetent person, or the title to the lots or lands is held in trust, petitions for discontinuance or objections to discontinuance may be signed by the governor, chairperson of the board of supervisors of the county, mayor of the city, president of the village, chairperson of the town board, guardian of the minor or incompetent person, or the trustee, respectively, and the signature of any private corporation may be made by its president, secretary or other principal officer or managing agent.

(7) The city council or village or town board may by resolution discontinue any alley or any portion of an alley which has been abandoned, at any time after the expiration of 5 years from the date of the recording of the plat by which it was dedicated. Failure or neglect to work or use any alley or any portion of an alley for a period of 5 years next preceding the date of notice provided for in sub. (8) (b) shall be considered an abandonment for the purpose of this section.

(8) (a) Upon receiving a petition under sub. (2) or (3) or upon the introduction of a resolution under sub. (4), the city, village, town, or county shall deliver a copy of the petition or resolution to all of the following:

1. The secretary of transportation, if the public way or unpaved alley that is the subject of the petition or resolution is located within one-quarter mile of a state trunk highway or connecting highway.

2. The commissioner of railroads, if there is a railroad highway crossing within the portion of the public way that is the subject of the petition or resolution.

(b) Notice stating when and where the petition or resolution under this section will be acted upon and stating what public way or unpaved alley is proposed to be discontinued shall be published as a class 3 notice under ch. 985.

(9) In proceedings under this section, s. 840.11 shall be considered as a part of the proceedings.

(10) Notwithstanding ss. 82.10 and 82.21, no city council or county, village, or town board may discontinue a highway when the discontinuance would deprive a landowner or a public school of all access to a highway.

**History:** 1973 c. 189 s. 20; Sup. Ct. Order, 67 Wis. 2d 585, 774 (1975); 1975 c. 46; 1993 a. 184, 246, 491; 1995 a. 239; 1999 a. 150 ss. 265, 337 to 343; Stats. 1999 s. 66.1003; 2003 a. 214; 2009 a. 107, 223.

**NOTE:** 2003 Wis. Act 214, which affected this section, contains extensive explanatory notes.

**Cross-reference:** See s. 236.43 for other provisions for vacating streets.

The enactment of sub. (2m) [now sub. (5)] did not eliminate any vested rights of abutting property owners. *Miller v. City of Wauwatosa*, 87 Wis. 2d 676, 275 N.W. 2d 876 (1979).

An abutting property owner under sub. (2) (c) [now sub. (4) (c)] at the very least must be somehow supporting or sustaining travel on the street. *Voss v. City of Middleton*, 162 Wis. 2d 757, 470 N.W. 2d 625 (1991).

The plain language of this section unambiguously shows that a town has authority to proceed under sub. (3) to vacate unpaved alley segments, even when considered in conjunction with ch. 236, which provides for county vacation of platted alleys in towns. The legislature could have exempted roads and alleys that fall under ch. 236, but it did not. That omission shows that the legislature did not intend for ch. 236 to be the exclusive means of dealing with unpaved alleys in recorded plats. *Smerz v. Delafield Town Board*, 2011 WI App 41, 352 Wis. 2d 189, 796 N.W. 2d 852, 10-1186.

**66.1005 Reversion of title.** (1) When any highway or public ground acquired or held for highway purposes is discontinued, the land where the highway or public ground is located shall belong to the owner or owners of the adjoining lands. If the highway or public ground is located between the lands of different owners, it shall be annexed to the lots to which it originally belonged if that can be ascertained. If the lots to which the land originally belonged cannot be ascertained, the land shall be equally divided between the owners of the lands on each side of the highway or public ground.

(2) (a) Whenever any public highway or public ground acquired or held for public purposes has been vacated or discontinued, all easements and rights incidental to the easements that belong to any county, school district, town, village, city, utility, or person that relate to any underground or overground structures, improvements, or services and all rights of entrance, maintenance, construction, and repair of the structures, improvements, or services shall continue, unless one of the following applies:

1. The owner of the easements and incidental rights gives written consent to the discontinuance of the easements and rights as a part of the vacation or discontinuance proceedings and the vacation or discontinuance resolution, ordinance or order refers to the owner's written consent.

2. The owner of the easements and incidental rights fails to use the easements and rights for a period of 4 years from the time that the public highway or public ground was vacated or discontinued.

(b) The easements and incidental rights described in par. (a) may be discontinued in vacation or discontinuance proceedings in any case where benefits or damages are to be assessed as provided in par. (c), if one of the following applies:

1. The interested parties fail to reach an agreement permitting discontinuance of the easements and incidental rights.

2. The owner of the easements and incidental rights refuses to give written consent to their discontinuance.

(c) Damages for the discontinuance of the easements and rights described in par. (a) shall be assessed against the land bene-

January 24, 2013

TO: City Plan Commission

Re: Petition to Vacate Portion of an Alley located between 21<sup>st</sup> and 22<sup>nd</sup> Avenue from 65<sup>th</sup> to 67<sup>th</sup> Street.

We kindly request that the portion of the alley from the 65<sup>th</sup> Street entrance remain open for access to the property located at 6505/07 – 22<sup>nd</sup> Avenue (Tax Parcel No. 05-123-06-257-002). The tenants that reside in the upstairs unit (6505 22<sup>nd</sup> Avenue address) should be able to continue to have off-street parking for their vehicles. See the map attached hereto.

Sincerely,



Michael Lechner  
Co-Owner of 6505/07 – 22<sup>nd</sup> Avenue  
Phone: 262-654-8862



Suzan E. Lechner  
Co-Owner of 6505/07 – 22<sup>nd</sup> Avenue  
Phone: 262-260-2463 (work# M-F 8AM-5PM)

We object to the alley being vacated  
From 65<sup>th</sup> Street to tax parcel 05-123-06-257-002.

January 30, 2013

TO: Kenosha Public Works

Re: Meeting that took place January 24, 2013 before the Planning Commission regarding the Petition to Vacate Portion of an Alley located between 21<sup>st</sup> and 22<sup>nd</sup> Avenue from 65<sup>th</sup> to 67<sup>th</sup> Street.

Please note that I am a co-owner of the property located at 6505/07-22<sup>nd</sup> Avenue, with my brother and sister-in-law, Michael and Suzan Lechner. Michael and Suzan Lechner attended the above-mentioned meeting and requested during the public comment session that the alley not be vacated from behind our property to 65<sup>th</sup> Street.

A question of ownership regarding said property arose by an Alderman of the board. The tax bill (which the city referred to as proof of ownership) only reflects my name and the board then assumed that I was the sole owner of said property. Since I was not in attendance at said meeting because of prior commitments, the board then decided to go forward with vacating the alley. Co-owners, Michael and Suzan Lechner were unable to dispute the sole ownership assumption with the board because the public comment session was closed.

I also kindly request that the portion of the alley from the 65<sup>th</sup> Street entrance remain open for access to the property located at 6505/07 - 22<sup>nd</sup> Avenue (Tax Parcel No. 05-123-06-257-002). See the map attached hereto.

Sincerely,



Pamela Lechner  
Co-Owner of 6505/07 - 22<sup>nd</sup> Avenue  
Phone: 847-951-4297

# City of Kenosha

District Map  
Vacation

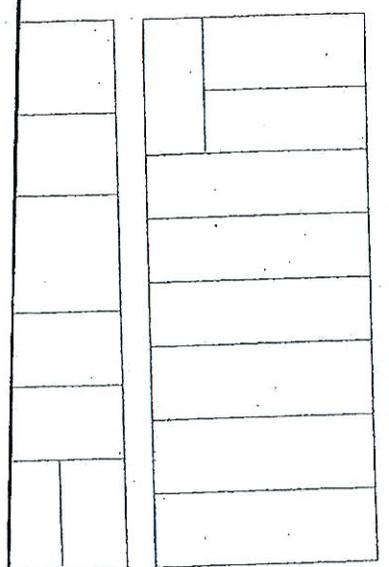
Supplement No. V2-12

Ordinance No. \_\_\_\_\_

Sorensen / Matthewson petition

*Remain open →*

65TH ST

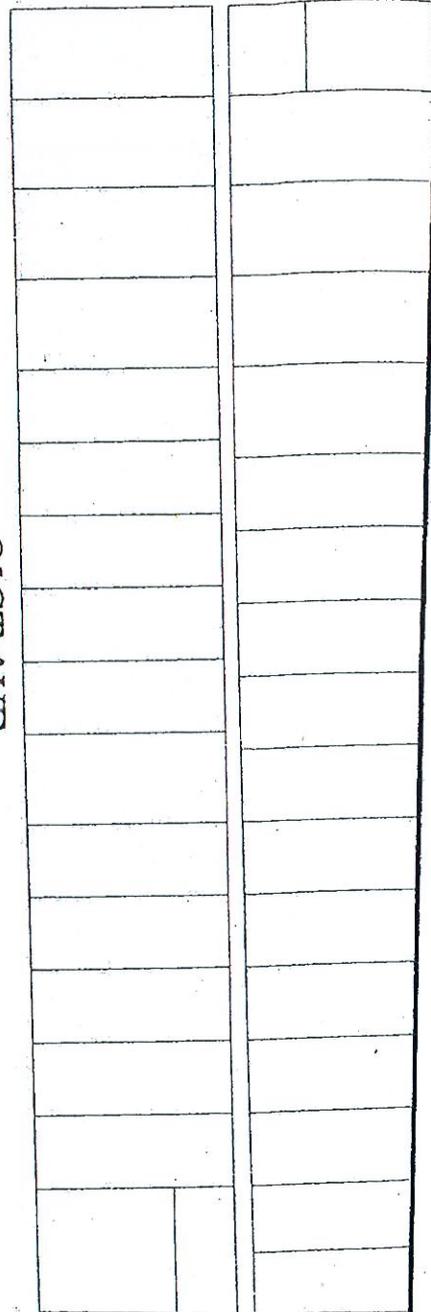


66TH ST

22ND AVE

05-123-06-257-001	05-123-06-257-031
05-123-06-257-002	05-123-06-257-030
05-123-06-257-003	05-123-06-257-029
05-123-06-257-004	05-123-06-257-028
05-123-06-257-005	05-123-06-257-027
05-123-06-257-006	05-123-06-257-026
05-123-06-257-007	05-123-06-257-025
05-123-06-257-008	05-123-06-257-024
05-123-06-257-009	05-123-06-257-023
05-123-06-257-010	05-123-06-257-022
05-123-06-257-011	05-123-06-257-021
05-123-06-257-012	05-123-06-257-020
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	05-123-06-257-018
	05-123-06-257-017

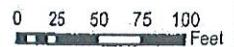
21ST AVE



67TH ST



Partial alley requested to be vacated



Honorable Mayor Keith Bosman

Honorable City Plan Commissioners

My name is Coriena Sorensen and I live at 6626 21st Ave in Kenosha and have lived here for many years. Over the years, the alley behind my house has become more and more overcome with blight and has become run-down. There has been much crime to my family and many neighbors directly affected by the alley. The alley makes it easier for criminals to break into back yards and garages without being easily detected. My garage and my neighbors garage have both been burglarized several times. People have been arrested for urinating in the alley and other terrible things around our children. Please pass the alley vacation so my family and the families of my neighbors can sleep better at night. While circulating the petition, I did receive unanimous support, with the exception of one individual, Mike Lechner. He told me that he wasn't going to allow the alley to be closed because his tenants use the alley to park behind the house at 6505 22nd Ave. I have never seen any vehicle parked back there with the exception of the broken down Lincoln with four flat tires and expired license plates. In the photos I took this morning, there is only the Lincoln. I drive by this property almost daily and I have NEVER seen another vehicle parked there. According to the city website the owner is Pamela Lechner, the man's sister. The vast majority of neighbors support this vacation and I beg you to please close the alley down.

Thank-you

Sincerely,



Coriena Sorensen-Vasquez









<b>Planning &amp; Zoning Division</b> 625 52 <sup>nd</sup> Street Kenosha, WI 53140 262.653.4030	<b>Kenosha City Plan Commission</b>  <b>FACT SHEET</b>	February 21, 2013	Item 9
<b>By the Mayor - Resolution to approve a two-lot Certified Survey Map for property at 2216 Roosevelt Road. (Kassel) (District #3) PUBLIC HEARING</b>			

**LOCATION/SURROUNDINGS:**

Site: 2216 Roosevelt Road  
 Zoned: B-3 Mixed Use District

**NOTIFICATIONS/PROCEDURES:**

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

**ANALYSIS:**

- The applicant is proposing to split the existing improved lot into two (2) lots. The proposed lot line would be placed on the existing dividing wall between the two (2) spaces of the building.
- The applicant indicated that a door must be removed and "bricked in" to completely close off the wall between the proposed lots. This will have to be completed and verified before the City will record the Certified Survey Map.
- The Certified Survey Map was sent to City Departments for their review. Their comments are included in the attached Resolution.
- The Certified Survey Map generally complies with Chapter 17 of the Code of General Ordinances.

**RECOMMENDATION:**

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



Brian R. Wilke, Development Coordinator



Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2013/FEB21/fact-csm-kassel.odt

RESOLUTION NO: \_\_\_\_ - 13

BY: THE MAYOR

**TO APPROVE A CERTIFIED SURVEY MAP**  
**Property located at 2216 Roosevelt Road (Kassel)**

**BE IT RESOLVED** by the Common Council of the City of Kenosha, Wisconsin, that a Certified Survey Map relating to one (1) parcel located at 2216 Roosevelt Road is herein and hereby approved subject to the following conditions:

1. Compliance with all applicable State and City codes and ordinances.
2. Payment of all applicable fees, including recording fees.
3. Payment of all taxes, special assessments and stormwater utility fees prior to recording. The Owner shall provide the City Clerk-Treasurer, a certificate from the County Treasurer, stating that there are no past-due real estate taxes or special assessments on the parcel of real estate which is being divided.
4. The Certified Survey Map shall be null and void if not recorded within six (6) months of approval by the Common Council.
5. A digital copy of the Certified Survey Map shall be provided to the City prior to recording.
6. Compliance with the Kenosha Water Utility memo dated January 23, 2013.
7. An architect's or engineer's report shall be submitted indicating the wall separating the lots is a four-hour rated fire wall with no openings, and that the proposed lot line runs along that wall.
8. Compliance with all the preceding conditions as a prerequisite for authorizing Mayor and City Clerk-Treasurer to sign the Certified Survey Map.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2013

ATTEST:

\_\_\_\_\_  
Debra L. Salas, City Clerk-Treasurer

APPROVE:

\_\_\_\_\_  
Keith G. Bosman, Mayor

Drafted by the Department of Community Development & Inspections  
[/u2/acct/cp/ckays/1CPC/2013/FEB21/resol-csm-kassel.odt](#)

**Engineering Services**  
4401 Green Bay Road  
Kenosha WI 53144

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



*"Providing and Protecting Kenosha's Greatest Natural Resource"*

MEMO

To: Brian Wilke, Development Coordinator

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

Date: January 23, 2013

Subject: Kassel Certified Survey Map

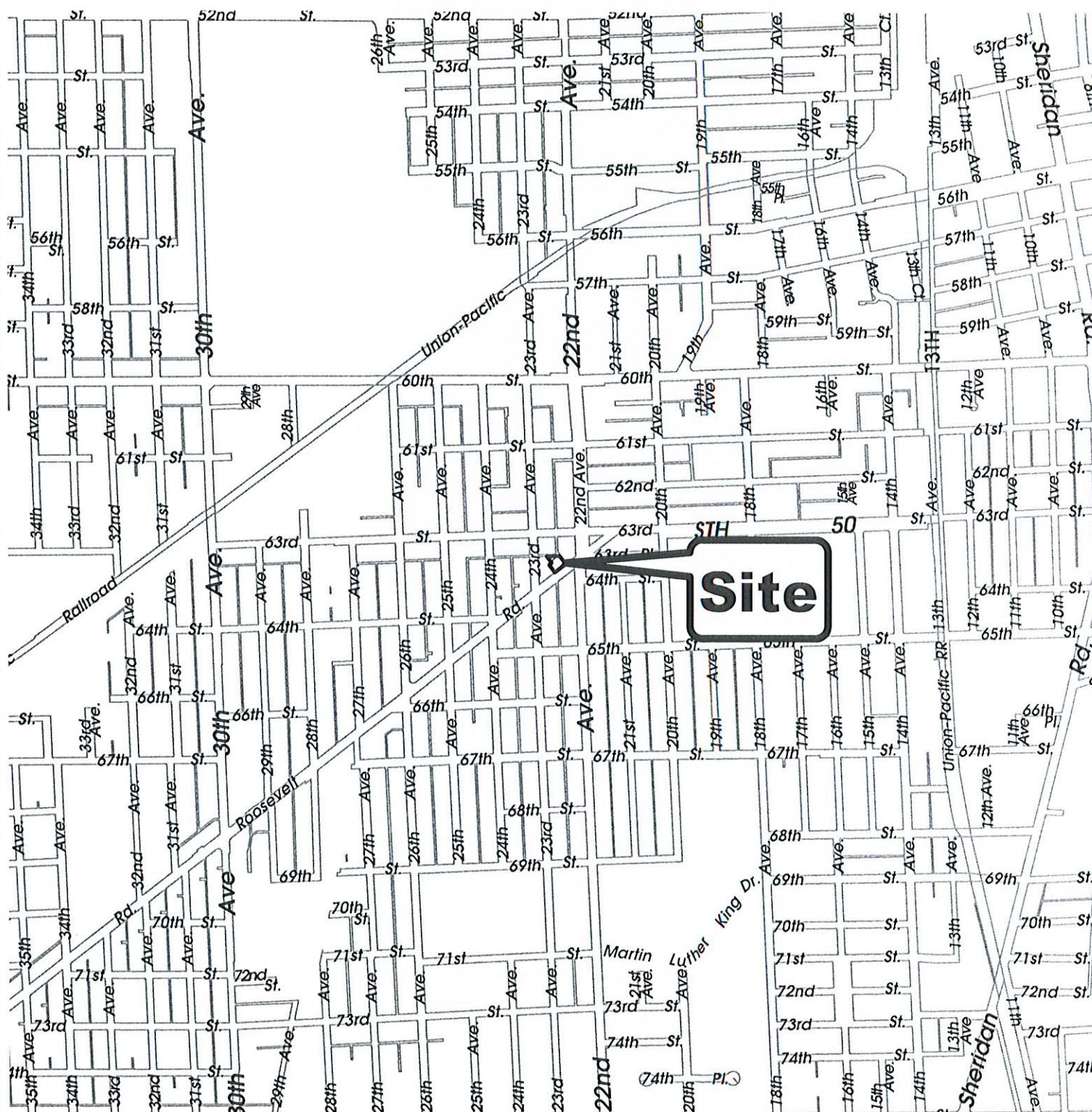
Location: 2216 Roosevelt Road

The Kenosha Water Utility (KWU) has reviewed the submittal for the above referenced project. According to our records, there is only sanitary sewer service for the west parcel. There is no sanitary service to the east parcel. Also, only the west parcel is metered for water. The owner will need to provide an acceptable plan for separate sewer and water services for each building. In addition, joint sewer and water service between the two parcels must be disconnected prior to final approval of the land division. Reconnection of the east parcel shall occur after the land division is approved.

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

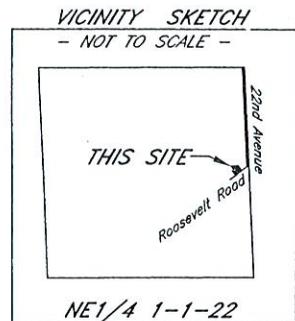
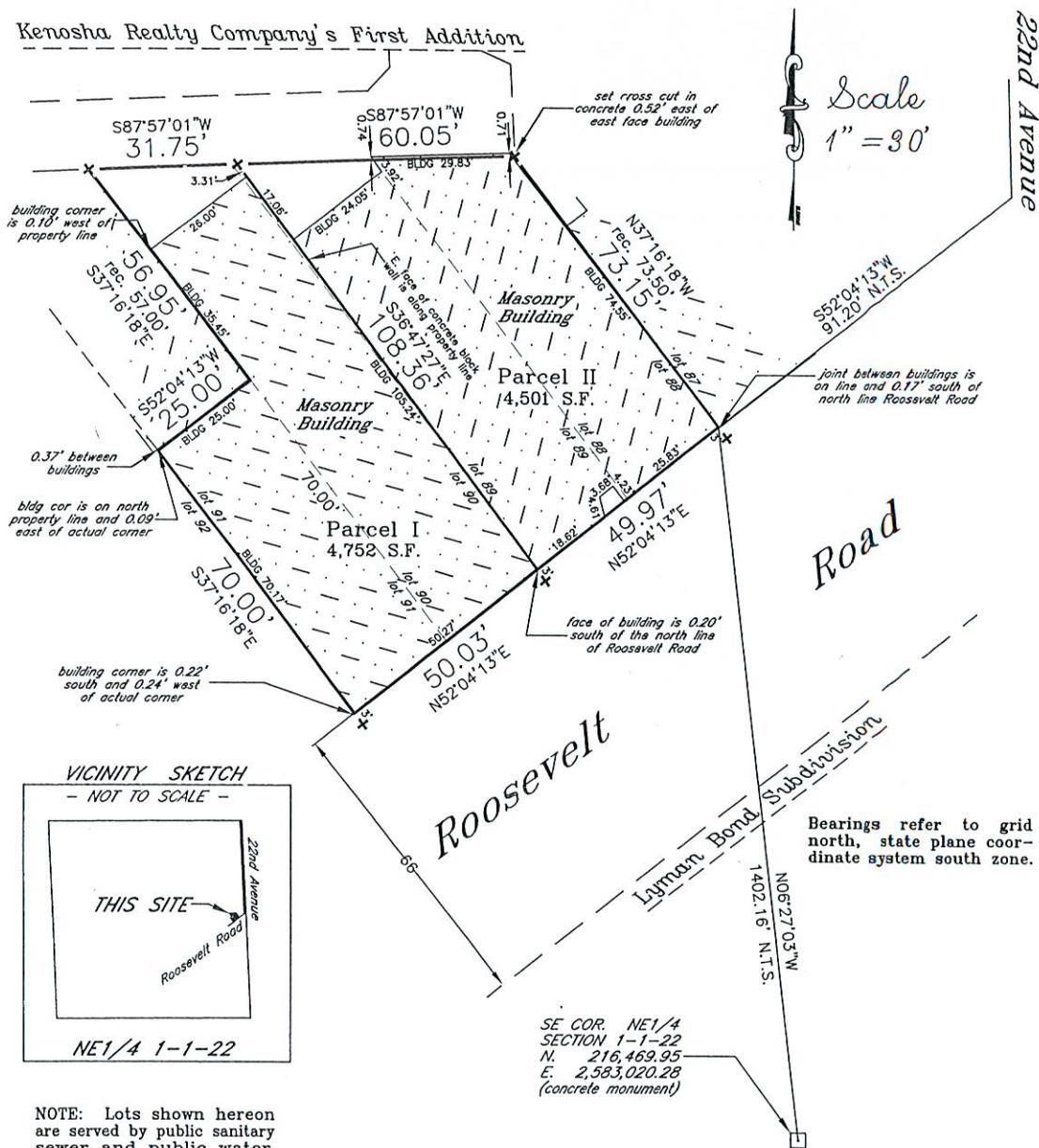
City of Kenosha

Vicinity Map  
Kassel Certified Survey Map



0 200 400 600 800 1,000 Feet

**Kenosha Realty Company's First Addition**



NOTE: Lots shown hereon are served by public sanitary sewer and public water.

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

**CERTIFIED SURVEY MAP**

- for Owners -

Ralph & Florence Kassel  
8836-35th Avenue  
Kenosha, WI 53142

(Re-Division of Lots 88 thru 90 and part of Lot 91 in Kenosha Realty Co's 1st Addition)

in NE1/4 Section 1-1-22  
CITY OF KENOSHA  
KENOSHA COUNTY, WIS.

WISCONSIN REGISTERED LAND SURVEYOR  
Dated..... 1/15/13

CERTIFIED SURVEY MAP

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

Lots 88, 89, 90 and part of Lot 91 in KENOSHA REALTY COMPANY'S FIRST ADDITION, as plat on file and of record in the Kenosha County Land Registry; lying and being in part of the Northeast Quarter of Section 1, Town 1 North, Range 22 East of the Fourth Principal Meridian; lying in the City of Kenosha, County of Kenosha and State of Wisconsin; being more particularly described as:

Commencing at the southeast corner of said quarter section; thence N06°27'03"W along the east line of said quarter section 1402.16 feet to the southeasterly corner of aforesaid Lot 88 and the point of beginning; thence N37°16'18"W along the easterly line of said lot 73.15 feet to the northeast corner thereof; thence S87°57'01"W along the north line of aforesaid Lots 88, 89 and 90, 91.80 feet to the northwest corner of said Lot 90; thence S37°16'18"E along the westerly line of said Lot 90, 56.95 feet; thence S52°04'13"W 25.00 feet to a point on the westerly line of said Lot 91; thence S37°16'18"E along said westerly line 70.00 feet to the southwest corner of said lot; thence N52°04'13"E along the southerly line of said Lots 91, 90, 89 and 88, 100.00 feet to the southeasterly corner of said Lot 88 and the point of beginning; containing 9,253 square feet, more or less.

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

Dated this 15th day of January, 2013.

SURVEYOR.....  
JEFFREY K. RAMPART (S-2141)  
WISCONSIN REGISTERED LAND SURVEYOR

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

OWNER..... RALPH KASSEL                      OWNER..... FLORENCE KASSEL

STATE OF WISCONSIN  
KENOSHA COUNTY S.S.

Personally came before me this ..... day of ....., 20\_\_\_, the above named Ralph and Florence Kassel, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

My Commission Expires..... NOTARY PUBLIC  
PRINT NAME HERE.....

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

APPROVED.....  
KEITH G. BOSMAN, Mayor  
PRINT NAME HERE.....

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

OWNERS  
Ralph & Florence Kassel  
8836-35th Avenue  
Kenosha, WI 53142

CITY CLERK/TREASURER.....  
DEB SALAS  
PRINT NAME HERE.....

SHEET TWO OF TWO SHEETS

CERTIFIED SURVEY MAP NO.....

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

**MAILING INFORMATION**

**NAME OF PROJECT:** Division of Star Furniture Building

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

Name and Address of Applicant [Please print]:  
FLORENCE MASSEL  
8836 35<sup>th</sup> AVE  
KENOSHA, WI 53142  
 Phone: 262-575-1887  
 Fax: 262-694-6073  
 E-Mail: \_\_\_\_\_

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): 2216 ROOSEVELT Rd  
01-122-01-176-027

**TYPE OF LAND DEVELOPMENT**

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

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

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

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

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

Phone: 262.653.4030  
 Fax: 262.653.4045

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

**SECTION 1  
CERTIFIED SURVEY MAP**

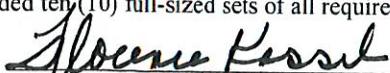
<b>Additional Information Required:</b>	Number of Lots: <u>2</u> Zoning District: <u>B-3 Central Business District</u> Proposed Zoning Change, if any: _____
<b>Submittal Requirements:</b>	> Ten (10) copies of Certified Survey Map (Applicant to keep original) > Four (4) copies of Drainage Plan (when required) > Signed Checklist below
<b>Fees:</b>	> 2-Lot Certified Survey Map = \$750 > 3-Lot Certified Survey Map = \$800 > 4-Lot Certified Survey Map = \$850 > With a Developer's Agreement = \$1,500 > Re-submittals = \$400 <b>Miscellaneous fees</b> > All special assessments and taxes shall be paid prior to recording. The Department of Community Development and Inspections will record the map with the Kenosha County Register of Deeds and recording fees shall be paid at that time by the applicant.
<b>Park Fees:</b>	> Five percent (5%) of the value of the property, but not less than \$1,415 per lot. Note that park fees are only collected for residentially-zoned property and are due at the time of acquiring building permits. The City may require dedication of the land in lieu of fee.
<b>Appendices to Review:</b>	> D, E, F and G
<b>Approximate Review Time:</b>	> 45 - 60 days (Reviewed by City Plan Commission, Public Works Committee and Common Council)

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

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

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

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

- Checklist to be completed and signed:**
- Floodplain limits of the 100 year recurrence interval flood
  - Location of any wetlands, shoreland, or other environmental areas (if applicable)
- Plans to be submitted (when applicable)**
- Street plans and profiles
  - Sanitary sewer plans and profiles
  - Storm sewer plans
  - Grading/drainage plans
  - Water main plans and profiles
  - Erosion control plans
  - Landscape plans
- I hereby certify that I have reviewed the City ordinances and provided ten (10) full-sized sets of all required information.
-   
Applicant's Signature

RESOLUTION NO. \_\_\_\_\_

BY: THE MAYOR

**TO MODIFY THE TABLE OF ORGANIZATION  
FOR THE KENOSHA FIRE DEPARTMENT AND TO  
MODIFY THE COMPENSATION PLAN FOR NON-  
REPRESENTED MANAGERIAL, SUPERVISORY  
AND PROFESSIONAL EMPLOYEES**

**WHEREAS**, the Kenosha Fire Department regularly evaluates its staffing operations for proper and efficient operation; and

**WHEREAS**, the Division Chief of Quality Control position is currently a vacant position; and

**WHEREAS**, the Kenosha Fire Department determined that it would operate more efficiently by eliminating one (1) permanent full time non-represented Division Chief of Quality Control and by re-establishing one (1) permanent full time non-represented Division Chief of EMS in the current table of organization (Appendix A); and

**WHEREAS**, the Kenosha Fire Department recommends a modification to the non-represented compensation plan for the re-established Division Chief of EMS position to reflect a monthly 2013 salary range of \$5,802 to \$7,172; and

**WHEREAS**, this modification to the Table of Organization and Compensation Plan will not impact the 2013 operating budget as the pay range for the Division Chief of Quality Control and the Division Chief of EMS are the same; and

**WHEREAS**, the aforementioned changes are also subject to the approval of the Police & Fire Commission as authorized under Wisconsin Statue 62.13.

**NOW THEREFORE, BE IT RESOLVED** that the aforementioned changes to the Table of Organization and Compensation Plan be approved by the Common Council of the City of Kenosha.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST: \_\_\_\_\_, City Clerk  
Debra L. Salas

APPROVED: \_\_\_\_\_, Mayor  
Keith G. Bosman

## **APPENDIX A**

### **DIVISION CHIEF OF EMS**

#### **GENERAL OVERVIEW OF POSITION**

The Division Chief of EMS is responsible for analyzing, planning, designing, implementing, and administering EMS programs as well as other department-wide and community oriented programs. These include Advanced Life Support (ALS), Basic Life Support (BLS), Continuous Quality Improvement (CQI), problem resolution, and certification and recertification of both EMS instructors and providers. In addition, this class is responsible for evaluating EMS training activities for effectiveness, with an emphasis on its impact on department service delivery. Other duties include evaluating EMS data, identifying methods of providing effective emergency medical care, identifying methods to correct complex medical issues and patient care delivery situations, and designing and implementing a Total Quality Management System that measures service effectiveness and delivery.

The Division Chief of EMS conducts research and analysis of current and future EMS issues and trends to ensure quality medical services. The incumbent will assist the Fire Chief in accomplishing established overall organizational goals through program management, provider and system evaluation, and quality assurance. An employee in this class also serves as a liaison between the Fire Department, hospitals, and other outside agencies. The incumbent must be an effective instructor who is capable of conducting training activities and classroom instructional sessions as needed. This class is also responsible for performing related duties as assigned.

#### **EXAMPLES OF DUTIES & RESPONSIBILITIES**

- Develops, manages, implements and administers the Emergency Medical Services Continuous Quality Improvement (CQI) Program; works collaboratively with Kenosha's CQI and other agencies and serves as an expert program resource; chairs CQI committee; collects and compiles EMT clinical performance data; develops benchmarks; evaluates patient outcomes and makes recommendations to bureau management on procedure and protocol modifications; reviews pre-hospital care reports to ensure accurate documentation and use of protocols and provides feedback to employees on patient care and protocol compliance; makes recommendations on EMS training and education; provides leadership and works with program staff to develop and retain high performance, service-oriented work environment that supports the City's mission, objectives and service expectations.
- Analyzes and interprets technical manuals and protocols.
- Responds to departmental inquiries, communicates with the general public; makes public appearances; functions as a liaison for paramedics and EMS personnel.
- Submits reports; provides written correspondences; maintains accurate records; organizes work; coordinates resources.
- Oversees EMS operations; plans specific projects.
- Prepares budget.
- Supervises subordinates within the EMS division.

- Instructs and directs subordinates regarding proper documentation and protocol of the department; reviews all work and inspects personnel for compliance with guidelines, and all other departmental regulations.
- Responds to citizens' questions and comments in a courteous and timely manner.
- Assist in the development, implementation and review of an organizational quality assurance program for the EMS division. Reviews the daily activities of the departments EMTs and paramedics to insure medical services are being delivered to established standards. Reviews related records and reports.
- Reviews and audits medical reports completed by EMS personnel for quality assurance and compliance with medical protocol. Audits all EMS training reports and continuing education records for compliance with state requirements. Recommends or implements changes to EMS policies and procedures as necessary and appropriate.
- Coordinates state and national certifications for paramedics and EMTs. Maintains EMS training and certification records for all personnel. Identifies any needed training for assigned personnel and coordinates the completion of this training. Arranges for the initial make-up training of all EMTs and paramedics.
- Schedules continuing education for all department personnel. Evaluates, observes and assists with medical education training and related activities. Evaluates the medical education, proficiency and work performance of assigned shift personnel.

## **REQUIREMENTS**

### **Training & Experience:**

- Bachelor of Arts or Bachelor of Science is required;
- Supplemented by one (1) year of experience as a paramedic;
- Or an equivalent combination of training and experience.
- Certification as a paramedic and possession of Advanced Cardiac Life Support and EMT defibrillation certificates.

### **Knowledge, Skills & Abilities:**

- Knowledge of emergency rooms and procedures.
- Knowledge of the principles and practices of a municipal fire department.
- Knowledge of Emergency Medical Technology techniques and methodologies, including basic and advanced life support.
- Knowledge of City and County geography and of the location of roads and streets.
- Ability to meet and deal effectively with medical personnel, various agencies, representative and the general public.
- Ability to express ideas clearly and concisely, orally and in writing.
- Ability to handle emergency medical situations or to direct other Advanced Life Support Providers as to how to handle emergency medical situations, proper procedures; to act quickly, forcefully and effectively during emergencies.
- Ability to respond decisively in emergency and stress situations.

- Ability to organize work, coordinate resources and review work performed by subordinates.
- Ability to coordinate and supervise the work of subordinate personnel.
- Ability to handle reasonably necessary stress.

**Physical Requirements:**

- Task involves the regular, and at times sustained, performance of heavier physical tasks such as walking over rough or uneven surfaces, bending, stooping, working in confined spaces, and lifting or carrying moderately heavy (20-50 pound) items and occasionally very heavy (100 pounds or over) items; or may involve the complex operation of gasoline, electric, or diesel-powered machinery or shop equipment requiring the manipulation of multiple controls, fine adjustments or both.

**Environmental Requirements:**

- Task may require frequent exposure to adverse environmental conditions.

**Sensory Requirements:**

- Task requires color perception and discrimination.
- Task requires sound perception and discrimination.
- Task requires odor perception and discrimination.
- Task requires depth perception and discrimination.
- Task requires texture perception and discrimination.
- Task requires visual perception and discrimination.
- Task requires oral communications ability.

**Other Requirements:**

- Possession of a valid driver's license and a good driving record.

**FLSA STATUS: EXEMPT**

RESOLUTION NO. \_\_\_\_\_

BY: MAYOR

**RESOLUTION TO AMEND  
THE TABLE OF ORGANIZATION  
FOR THE KENOSHA POLICE DEPARTMENT**

**WHEREAS**, the Kenosha Police Department examines its operations for staffing efficiencies:

**WHEREAS**, on December 31, 2012 the Kenosha Police Department Court Services staff currently consisted of two Court Officer positions (one permanent and one relief) and three Detective positions; and

**WHEREAS**, the Court Officer positions (both permanent and relief) worked only in Municipal Court; and

**WHEREAS**, on December 31, 2012, the Court Officer retired from the Kenosha Police Department, and

**WHEREAS**, the Kenosha Police Department determined that Court Services would be served more efficiently with a detective functioning as a relief Court Officer for Municipal Court, Traffic Court, Juvenile Court and Criminal Court; and

**WHEREAS**, this necessitates a change the Table of Organization for the Kenosha Police Department from two (2) Court Officers to one (1) and from thirty-three (33) Detectives to thirty-four (34) ; and

**WHEREAS**, this staffing adjustment does not change the operating budget as the compensation of a Court Officer position and a Detective position are the same; and

**NOW THEREFORE, BE IT RESOLVED** that the aforementioned change to the Table of Organization for the Kenosha Police Department be approved by the

Common Council of the City of Kenosha, Wisconsin.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST: \_\_\_\_\_, City Clerk  
Debra L. Salas

APPROVED: \_\_\_\_\_, Mayor  
Keith G. Bosman

**RESOLUTION NO. \_\_\_\_\_**

**BY: THE MAYOR**

**TO MODIFY THE COMPENSATION PLAN FOR  
NON-REPRESENTED LIMITED TERM,  
SEASONAL, TEMPORARY, AND PART TIME  
EMPLOYEES AND TO MODIFY THE  
COMPENSATION PLAN FOR PART TIME  
REPRESENTED AFSCME EMPLOYEES**

**WHEREAS**, the Common Council of the City of Kenosha approved the 2013 operating budget; and

**WHEREAS**, resolution 153-12 was approved on November 28, 2012, and included a two (2) percent across-the-board wage increase for all represented permanent full time AFSCME employees and all permanent general non-represented full time managerial, supervisory, and professional employees ; and

**WHEREAS**, it is the intent of the Mayor to provide a two (2) percent across-the-board wage increase for represented permanent part time AFSCME employees and non-represented limited term, seasonal, temporary, and part time employees; and

**WHEREAS**, funds to provide for a two (2) percent across-the-board wage increase for represented permanent AFSCME positions has been included in the 2013 budget; and

**WHEREAS**, funds to provide for a two (2) percent across-the-board wage increase for non-represented limited term, seasonal, temporary, and part time employees have been included within the Transfer of Funds resolution regarding the recently vacated and funded position of Division Chief of Quality Control in the Kenosha Fire Department.

**NOW, THEREFORE BE IT RESOLVED** that all non-represented limited term, seasonal, temporary, and part time employees and all represented part time AFSCME employees receive a two (2) percent across-the-board wage increase retroactive to January 1, 2013, where appropriate.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST: \_\_\_\_\_, City Clerk  
Debra L. Salas

APPROVED: \_\_\_\_\_, Mayor  
Keith G. Bosman

RESOLUTION NO. \_\_\_\_\_

By: Mayor

Transfer of 2013 Funds From Fire Department Operations to Fund  
2% Increase for Non-Represented Limited Term, Seasonal, Temporary and Part Time  
Employees and to Transfer the Balance to the Contingency Reserve

WHEREAS, the Kenosha Fire Department has Modified the Table of Organization  
eliminating the position of Division Chief of Quality Control and creating the position of  
Division Chief of EMS; and

WHEREAS, it is anticipated that the new position will be filled with a promotion; and

WHEREAS, the 2013 City of Kenosha budget includes funding for the position of  
Division Chief of Quality Control and funding available from the promotion; and

WHEREAS, the City of Kenosha budget desires to amend the 2013 budget to include a  
2% increase for non-represented limited term, seasonal, temporary and part-time employees  
and to transfer the balance of the funding to the Contingency reserve account;

NOW, THEREFORE BE IT RESOLVED, by the Common Council of the City of  
Kenosha, Wisconsin, that there be transferred:

FROM:	Emergency Medical Services	
	Salaries – 206-02-52205-111	\$71,000
	Medicare – 206-02-52205-158	\$ 1,000
	WRS – 206-02-52205-152	<u>\$18,000</u>
	Total	<u>\$90,000</u>
TO:	Reserve for Increases	
	110-09-56702-159	\$33,000
	Contingency	
	110-09-56701-901	<u>\$57,000</u>
	Total	<u>\$90,000</u>

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013

APPROVED \_\_\_\_\_  
Keith G. Bosman

ATTEST \_\_\_\_\_  
Debra Salas

(RES13/trnsfndEMSBudgetReclass.2.11.13)

**FIREWORKS DISPLAY AGREEMENT**

**DRAFT 02/04/13**

**By And Between**

**THE CITY OF KENOSHA, WISCONSIN,  
A Wisconsin Municipal Corporation,  
THROUGH ITS DEPARTMENT OF PUBLIC WORKS**

**And**

**MIAND, INC. DBA Mad Bomber Fireworks Productions  
A Indiana Corporation,  
3999 Hupp Road  
Kingsbury, IN 46345**

**THIS AGREEMENT** made and entered into by and between **THE CITY OF KENOSHA, WISCONSIN**, with offices located at 625 – 52nd Street, Kenosha, Wisconsin ("**CITY**"), a Wisconsin municipal corporation, and **MIAND, INC., DBA MAD BOMBER FIREWORKS PRODUCTIONS**, a Indiana corporation, with its principal place of business located at 3999 Hupp Road, Kingsbury, IN 46345, ("**MAD BOMBER**").

**W I T N E S S E T H:**

**WHEREAS, MAD BOMBER** is engaged in the sale, exhibition and display of fireworks;

**WHEREAS, MAD BOMBER** responded to **CITY'S** Request for Proposal (“RFP”) regarding conducting a fireworks display and exhibition (“Exhibition”) for a Fourth of July celebration;

**WHEREAS, CITY** is interested in contracting with **MAD BOMBER** for the purpose of putting on a fireworks Exhibition.

**NOW, THEREFORE**, in consideration of the mutual undertakings, promises, agreements, understandings and undertakings hereinafter set forth, and good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties hereto, the undersigned agree as follows:

**1. OBLIGATIONS OF MAD BOMBER. MAD BOMBER shall:**

**a.** Provide all freight, cartage, transportation of equipment, material and tools for the Exhibition, together with all necessary trained and experienced pyrotechnic operators to set up and conduct the Exhibition as more particularly set forth in its response to **CITY'S** RFP. A copy of **MAD BOMBER'S** response is attached hereto and incorporated herein as Exhibit A.

**b.** Establish a “Safety Zone” encompassing the area immediately surrounding the launch site and a corresponding fallout zone to which unauthorized persons will be denied access.

**c. Provide an Exhibition with a minimum duration of 25 minutes.**

**ed.** Remove all its equipment, together with any live or unfired material from the Safety Zone.

**d.e.** Inspect the Safety Zone the following morning for the purpose of

collecting any material, live or otherwise, in the Safety Zone.

**2. OBLIGATIONS OF CITY. CITY shall:**

a. Provide adequate security, fire and police protection, parking, traffic and crowd control during the Exhibition and for a reasonable time thereafter.

b. Provide materials and manpower to deny unauthorized persons from accessing the Safety Zone.

c. Be responsible for all cleanup for the Exhibition except for the Safety Zone. Said cleanup shall include, but is not limited to, removal of debris, trash, and wood; back filling holes; repairs to grass, sod or other surfaces; and removal of all barricades.

d. Be responsible for obtaining all necessary State and local permits required for the Exhibition, as well as any costs related thereto. **MAD BOMBER** shall aid and assist **CITY** in obtaining any necessary permits for the Exhibition.

e. Name **MAD BOMBER** as the primary vendor for the Exhibition in all news/media releases, advertisements, publicity, programs and announcements.

**3. DATE OF EXHIBITION.** The Exhibition shall be held on the evening of July 4, ~~2012~~ 2013. In the event the Exhibition is postponed due to acts of nature or God, labor disputes, strikes, wars, accidents, or other reasons beyond the parties' knowledge or reasonable control, the Exhibition shall be held on July 5, ~~2012~~ 2013 or mutually agreed upon by both parties. In the event the alternative date is required to be postponed, the parties agree that the Exhibition shall be held at the earliest mutually convenient date for the parties. Should the Exhibition be delayed, postponed or canceled due to acts of nature or God, labor disputes, strikes, wars, accidents or other reasons beyond the parties' knowledge or reasonable control, neither party shall be responsible for any cost or damages to the other associated with such delay, postponement or cancellation.

**4.—COMPENSATION.** For its services provided herein, **CITY** shall pay **MAD BOMBER** the sum of Forty-one Thousand Three Hundred (\$41,300.00) Dollars. Said sum shall be paid to **MAD BOMBER** no later than seven (7) days after the Exhibition. All checks shall be made payable to MIAND, INC. Should **MAD BOMBER** fail to utilize shells in the Exhibition, whether by inadvertence or failure to explode, **CITY** shall be entitled to a credit in an amount equal to the value of the shell as enumerated in the itemization set forth in Exhibit B attached hereto. Further, should the Exhibition fail to run the minimum 25 minute duration agreed to herein, CITY shall be entitled to a credit as follows:

a. 15-20 minutes – 50% of compensation

b. 0-14 minutes – 100% of compensation

**5.—INSURANCE.** **MAD BOMBER** shall maintain insurance as follows:

- |                                 |                           |
|---------------------------------|---------------------------|
| a) General Commercial Liability | \$5,000,000.00/Occurrence |
| b) Property Damage              | \$2,000,000.00/Occurrence |
| c) Automobile Liability         | \$1,000,000.00/Occurrence |
| d) Workers Compensation         | Statutory Limits          |

a Comprehensive Liability Insurance Policy which shall provide coverage for all services provided herein by **MAD BOMBER** in an amount of not less than Five Million (\$5,000,000.00) Dollars per occurrence. The General Commercial Liability policy shall cover all claims, damages, suits, injuries or expenses

incurred as a result of any negligent act or omission of any employee, independent contractor or agent of **MAD BOMBER**, as well as any defect or problem with any Fireworks supplied or displayed by **MAD BOMBER**. All insurance shall be issued by an insurer authorized and licensed to do business in the State of Wisconsin with a minimum financial strength rating of A+ as determined by Standard and Poor's. **MAD BOMBER** shall, within fourteen (14) days of the execution of this Agreement, furnish a Certificate of Insurance indicating compliance with the foregoing and the naming of **CITY** as an "additional insured". Further, the insurance policy shall contain a clause that in the event the policy is canceled for any reason, or any material changes are made therein, **CITY'S** Director of Public Works shall be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. A material change shall include, but is not limited to, a change in policy amount, coverage or status of the insurer. If for any reason the insurance coverage herein is not obtained, lapses or a material change is made to the policy resulting in a breach of **MAD BOMBER'S** obligations under the Agreement, **CITY** may declare this Agreement null and void as of the date of the cancellation or material change.

**6. INDEMNIFICATION.** **MAD BOMBER** shall indemnify and hold harmless **CITY**, and its officers and employees from and against all suits, claims, losses, damages, liabilities or other obligations, whether in tort, contract or otherwise, resulting from **MAD BOMBER'S** own negligence or **MAD BOMBER'S** failure to perform or observe any of the terms, covenants and conditions of this Agreement.

**CITY** shall indemnify and hold harmless **MAD BOMBER**, and its officers and employees from and against all suits, claims, losses, damages, liabilities or other obligations, whether in tort, contract or otherwise, resulting from **CITY'S** own negligence or **CITY'S** failure to perform or observe any of the terms, covenants and conditions of this Agreement.

**7. ASSIGNMENT.** This Agreement and all obligations thereunder shall not be assigned by **MAD BOMBER** without the prior written consent of **CITY**.

**8. COUNTERPARTS.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original.

**9. ATTORNEY FEES.** If either party commences an action, whether in Court or by arbitration, to enforce its rights pursuant to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees as determined by the Court or arbitrators as the case may be.

**10. ENTIRE AGREEMENT.** This Agreement (including all exhibits or attachments hereto) constitutes the entire agreement between the parties with respect to all matters, activities and obligations contemplated herein, and shall supersede and control any and all other prior or contemporaneous agreements, understandings, representations and statements, whether written or oral, which may have taken place, or been in existence at any time between the parties.

**11. HEADINGS.** The headings of the sections and subsections of this Agreement are for purposes of convenience only and shall in no way affect the construction of any of the terms or conditions hereof.

~~**12.—GOVERNING LAW.**~~ This Agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

**13. SEVERABILITY.** It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal or unenforceable, that it is the intention of the parties that all other provisions of this Agreement remain in full force and effect.

**14. AMENDMENTS.** This Agreement cannot be amended, changed, altered or modified, except in a writing signed by the parties.

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

**16. AUTHORITY.** Each of the undersigned hereby represents and warrants that:

**a.** Such party has all requisite power and authority to execute this Agreement;

**b.** The execution and delivery of this Agreement by the undersigned, and the performance of its terms thereby have been duly authorized and approved by all requisite action required by law; and,

**c.** This Agreement constitutes the valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of the Agreement.

**17. WAIVER.** No failure to exercise, or delay in exercising, any right, power or remedy hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event of default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

**18. NOTICES.** Any notice required or permitted to be given to either party under this Agreement shall be in writing and either by hand or certified mail, return receipt requested, postage prepaid, to the following addresses of the parties as indicated below. Notice shall be effective as of the date of delivery if by hand, or mailing if by certified mailing.

If to **CITY:** Director of Public Works  
625 – 52nd Street, Room 305  
Kenosha, Wisconsin 53140

with copies to: City Attorney  
Municipal Building, Room 201  
625 - 52nd Street  
Kenosha, Wisconsin 53140.

and Superintendent of Parks  
3617 65<sup>th</sup> Street  
Kenosha, Wisconsin 53142

If to **MAD BOMBER:** Dan P. Miller  
Sr. Vice President  
MIAND, INC. DBA Mad Bomber  
Fireworks Productions  
3999 Hupp Road  
Kingsbury, Indiana 46345

IN WITNESS WHEREOF, the parties hereto have herein executed this Agreement on the dates below given.

**THE CITY OF KENOSHA, WISCONSIN,  
A Wisconsin Municipal Corporation**

BY: \_\_\_\_\_  
KEITH G. BOSMAN, Mayor,  
Date: \_\_\_\_\_

BY: \_\_\_\_\_  
DEBRA SALAS  
City Clerk/Treasurer  
Date: \_\_\_\_\_

STATE OF WISCONSIN )  
                                  :SS.  
COUNTY OF KENOSHA )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 201~~32~~, **KEITH G. BOSMAN, Mayor**, and **DEBRA SALAS, City Clerk/Treasurer** of the **CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said municipal corporation, by its authority.

\_\_\_\_\_  
Notary Public, Kenosha County, WI.  
My Commission expires/is: \_\_\_\_\_

**MIAND, INC. DBA MAD BOMBER  
FIREWORKS PRODUCTIONS,  
A Indiana Corporation**

BY: \_\_\_\_\_  
Dan P. Miller, Sr. Vice President

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
:SS.  
COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 201~~2~~<sup>3</sup>, Dan P. Miller, Sr. Vice President, of **MIAND, INC. DBA MAD BOMBER FIREWORKS PRODUCTIONS**, a Indiana corporation, to me known to be such President of said corporation, and acknowledged to me that he executed the foregoing instrument as such officer of said corporation, by its authority.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, \_\_\_\_\_  
My Commission expires/is: \_\_\_\_\_

Drafted By:  
WILLIAM K. RICHARDSON,  
Assistant City Attorney

## FIREWORKS DISPLAY AGREEMENT

By And Between

**THE CITY OF KENOSHA, WISCONSIN,  
A Wisconsin Municipal Corporation,  
THROUGH ITS DEPARTMENT OF PUBLIC WORKS**

And

**MIAND, INC. DBA Mad Bomber Fireworks Productions  
A Indiana Corporation,  
3999 Hupp Road  
Kingsbury, IN 46345**

**THIS AGREEMENT** made and entered into by and between **THE CITY OF KENOSHA, WISCONSIN**, with offices located at 625 – 52nd Street, Kenosha, Wisconsin ("**CITY**"), a Wisconsin municipal corporation, and **MIAND, INC., DBA MAD BOMBER FIREWORKS PRODUCTIONS**, a Indiana corporation, with its principal place of business located at 3999 Hupp Road, Kingsbury, IN 46345, ("**MAD BOMBER**").

### WITNESSETH:

**WHEREAS, MAD BOMBER** is engaged in the sale, exhibition and display of fireworks;

**WHEREAS, MAD BOMBER** responded to **CITY'S** Request for Proposal ("RFP") regarding conducting a fireworks display and exhibition ("Exhibition") for a Fourth of July celebration;

**WHEREAS, CITY** is interested in contracting with **MAD BOMBER** for the purpose of putting on a fireworks Exhibition.

**NOW, THEREFORE**, in consideration of the mutual undertakings, promises, agreements, understandings and undertakings hereinafter set forth, and good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties hereto, the undersigned agree as follows:

**1. OBLIGATIONS OF MAD BOMBER. MAD BOMBER shall:**

**a.** Provide all freight, cartage, transportation of equipment, material and tools for the Exhibition, together with all necessary trained and experienced pyrotechnic operators to set up and conduct the Exhibition as more particularly set forth in its response to **CITY'S** RFP. A copy of **MAD BOMBER'S** response is attached hereto and incorporated herein as Exhibit A.

**b.** Establish a "Safety Zone" encompassing the area immediately surrounding the launch site and a corresponding fallout zone to which unauthorized persons will be denied access.

**c.** Provide an Exhibition with a minimum duration of 25 minutes.

**d.** Remove all its equipment, together with any live or unfired material from the Safety Zone.

**e.** Inspect the Safety Zone the following morning for the purpose of collecting any

material, live or otherwise, in the Safety Zone.

**2. OBLIGATIONS OF CITY. CITY shall:**

**a.** Provide adequate security, fire and police protection, parking, traffic and crowd control during the Exhibition and for a reasonable time thereafter.

**b.** Provide materials and manpower to deny unauthorized persons from accessing the Safety Zone.

**c.** Be responsible for all cleanup for the Exhibition except for the Safety Zone. Said cleanup shall include, but is not limited to, removal of debris, trash, and wood; back filling holes; repairs to grass, sod or other surfaces; and removal of all barricades.

**d.** Be responsible for obtaining all necessary State and local permits required for the Exhibition, as well as any costs related thereto. **MAD BOMBER** shall aid and assist **CITY** in obtaining any necessary permits for the Exhibition.

**e.** Name **MAD BOMBER** as the primary vendor for the Exhibition in all news/media releases, advertisements, publicity, programs and announcements.

**3. DATE OF EXHIBITION.** The Exhibition shall be held on the evening of July 4, 2013. In the event the Exhibition is postponed due to acts of nature or God, labor disputes, strikes, wars, accidents, or other reasons beyond the parties' knowledge or reasonable control, the Exhibition shall be held on July 5, 2013 or mutually agreed upon by both parties. In the event the alternative date is required to be postponed, the parties agree that the Exhibition shall be held at the earliest mutually convenient date for the parties. Should the Exhibition be delayed, postponed or canceled due to acts of nature or God, labor disputes, strikes, wars, accidents or other reasons beyond the parties' knowledge or reasonable control, neither party shall be responsible for any cost or damages to the other associated with such delay, postponement or cancellation.

**4. COMPENSATION.** For its services provided herein, **CITY** shall pay **MAD BOMBER** the sum of Forty-one Thousand Three Hundred (\$41,300.00) Dollars. Said sum shall be paid to **MAD BOMBER** no later than seven (7) days after the Exhibition. All checks shall be made payable to **MIAND, INC.** Should **MAD BOMBER** fail to utilize shells in the Exhibition, whether by inadvertence or failure to explode, **CITY** shall be entitled to a credit in an amount equal to the value of the shell as enumerated in the itemization set forth in Exhibit B attached hereto. Further, should the Exhibition fail to run the minimum 25 minute duration agreed to herein, **CITY** shall be entitled to a credit as follows:

- a. 15-20 minutes – 50% of compensation
- b. 0-14 minutes – 100% of compensation

**5. INSURANCE. MAD BOMBER shall maintain insurance as follows:**

- a) General Commercial Liability           \$5,000,000.00/Occurrence
- b) Property Damage                         \$2,000,000.00/Occurrence
- c) Automobile Liability                     \$1,000,000.00/Occurrence
- d) Workers Compensation                 Statutory Limits

a Comprehensive Liability Insurance Policy which shall provide coverage for all services provided herein by **MAD BOMBER** in an amount of not less than Five Million (\$5,000,000.00) Dollars per occurrence. The General Commercial Liability policy shall cover all claims, damages, suits, injuries or expenses

incurred as a result of any negligent act or omission of any employee, independent contractor or agent of **MAD BOMBER**, as well as any defect or problem with any Fireworks supplied or displayed by **MAD BOMBER**. All insurance shall be issued by an insurer authorized and licensed to do business in the State of Wisconsin with a minimum financial strength rating of A+ as determined by Standard and Poor's. **MAD BOMBER** shall, within fourteen (14) days of the execution of this Agreement, furnish a Certificate of Insurance indicating compliance with the foregoing and the naming of **CITY** as an "additional insured". Further, the insurance policy shall contain a clause that in the event the policy is canceled for any reason, or any material changes are made therein, **CITY'S** Director of Public Works shall be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. A material change shall include, but is not limited to, a change in policy amount, coverage or status of the insurer. If for any reason the insurance coverage herein is not obtained, lapses or a material change is made to the policy resulting in a breach of **MAD BOMBER'S** obligations under the Agreement, **CITY** may declare this Agreement null and void as of the date of the cancellation or material change.

**6. INDEMNIFICATION.** **MAD BOMBER** shall indemnify and hold harmless **CITY**, and its officers and employees from and against all suits, claims, losses, damages, liabilities or other obligations, whether in tort, contract or otherwise, resulting from **MAD BOMBER'S** own negligence or **MAD BOMBER'S** failure to perform or observe any of the terms, covenants and conditions of this Agreement.

**CITY** shall indemnify and hold harmless **MAD BOMBER**, and its officers and employees from and against all suits, claims, losses, damages, liabilities or other obligations, whether in tort, contract or otherwise, resulting from **CITY'S** own negligence or **CITY'S** failure to perform or observe any of the terms, covenants and conditions of this Agreement.

**7. ASSIGNMENT.** This Agreement and all obligations thereunder shall not be assigned by **MAD BOMBER** without the prior written consent of **CITY**.

**8. COUNTERPARTS.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original.

**9. ATTORNEY FEES.** If either party commences an action, whether in Court or by arbitration, to enforce its rights pursuant to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees as determined by the Court or arbitrators as the case may be.

**10. ENTIRE AGREEMENT.** This Agreement (including all exhibits or attachments hereto) constitutes the entire agreement between the parties with respect to all matters, activities and obligations contemplated herein, and shall supersede and control any and all other prior or contemporaneous agreements, understandings, representations and statements, whether written or oral, which may have taken place, or been in existence at any time between the parties.

**11. HEADINGS.** The headings of the sections and subsections of this Agreement are for purposes of convenience only and shall in no way affect the construction of any of the terms or conditions hereof.

**12. GOVERNING LAW.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

**13. SEVERABILITY.** It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal or unenforceable, that it is the intention of the parties that all other provisions of this Agreement remain in full force and effect.

**14. AMENDMENTS.** This Agreement cannot be amended, changed, altered or modified, except in a writing signed by the parties.

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

**16. AUTHORITY.** Each of the undersigned hereby represents and warrants that:

**a.** Such party has all requisite power and authority to execute this Agreement;

**b.** The execution and delivery of this Agreement by the undersigned, and the performance of its terms thereby have been duly authorized and approved by all requisite action required by law; and,

**c.** This Agreement constitutes the valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of the Agreement.

**17. WAIVER.** No failure to exercise, or delay in exercising, any right, power or remedy hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event of default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

**18. NOTICES.** Any notice required or permitted to be given to either party under this Agreement shall be in writing and either by hand or certified mail, return receipt requested, postage prepaid, to the following addresses of the parties as indicated below. Notice shall be effective as of the date of delivery if by hand, or mailing if by certified mailing.

If to **CITY:** Director of Public Works  
625 – 52nd Street, Room 305  
Kenosha, Wisconsin 53140

with copies to: City Attorney  
Municipal Building, Room 201  
625 - 52nd Street  
Kenosha, Wisconsin 53140.

and Superintendent of Parks  
3617 65<sup>th</sup> Street  
Kenosha, Wisconsin 53142

If to **MAD BOMBER:** Dan P. Miller  
Sr. Vice President  
MIAND, INC. DBA Mad Bomber  
Fireworks Productions  
3999 Hupp Road  
Kingsbury, Indiana 46345

IN WITNESS WHEREOF, the parties hereto have herein executed this Agreement on the dates below given.

**THE CITY OF KENOSHA, WISCONSIN,  
A Wisconsin Municipal Corporation**

BY: \_\_\_\_\_  
KEITH G. BOSMAN, Mayor,  
Date: \_\_\_\_\_

BY: \_\_\_\_\_  
DEBRA SALAS  
City Clerk/Treasurer  
Date: \_\_\_\_\_

STATE OF WISCONSIN )  
                                  :SS.  
COUNTY OF KENOSHA )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, **KEITH G. BOSMAN, Mayor**, and **DEBRA SALAS, City Clerk/Treasurer** of the **CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said municipal corporation, by its authority.

\_\_\_\_\_  
Notary Public, Kenosha County, WI.  
My Commission expires/is: \_\_\_\_\_

**MIAND, INC. DBA MAD BOMBER  
FIREWORKS PRODUCTIONS,  
A Indiana Corporation**

BY: \_\_\_\_\_  
Dan P. Miller, Sr. Vice President

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
  :SS.  
COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, Dan P. Miller, Sr. Vice President, of **MIAND, INC. DBA MAD BOMBER FIREWORKS PRODUCTIONS**, a Indiana corporation, to me known to be such President of said corporation, and acknowledged to me that he executed the foregoing instrument as such officer of said corporation, by its authority.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, \_\_\_\_\_  
My Commission expires/is: \_\_\_\_\_

Drafted By:  
WILLIAM K. RICHARDSON,  
Assistant City Attorney

## EXTENSION AGREEMENT OF 2013

This Extension Agreement ("Extension") is entered into this \_\_\_ day of \_\_\_\_\_, 2013, in Kenosha, Wisconsin, by and between the MENOMINEE INDIAN TRIBE OF WISCONSIN (the "Tribe"), a federally recognized Indian tribe whose reservation is located within the State of Wisconsin, the MENOMINEE KENOSHA GAMING AUTHORITY (the "Authority"), a tribal gaming business chartered on September 16, 1999 by the Tribe, the CITY OF KENOSHA (the "City"), a municipal government in the State of Wisconsin, within which limits the Tribe proposes to acquire lands to be held in trust by the United States Government ("Federal Trust Land") for the purpose of conducting gaming thereon pursuant to the Indian Gaming Regulatory Act, 25 U.S.C. sections 2701 *et seq.*, and the COUNTY OF KENOSHA (the "County"), a quasimunicipal corporation in the State of Wisconsin.

### RECITALS

WHEREAS, the Tribe acting through its legally constituted government, the Menominee Tribal Legislature, is vested with all executive and legislative powers under the Menominee Constitution and by-laws, and

WHEREAS, the Tribe, the Authority, the City, and the County have entered into that certain Intergovernmental Agreement effective as of March 28, 2005, as amended (the "Intergovernmental Agreement"), which was slated by its original terms to expire on December 31, 2009; and

WHEREAS, the City and County of Kenosha authorized previous extensions of the Intergovernmental Agreement, including the most-recent amendment that was effective December 28, 2011, and said agreement, as amended, is now set to expire on March 31, 2013, unless all approvals necessary to implement the Tribe's and the Authority's proposal to develop and operate a gaming facility in Kenosha have been obtained prior to that date, and

WHEREAS, the above referenced necessary approvals have not been obtained to this date and it appears that such approvals will not be obtained prior to March 31, 2013, such that the Tribe and the Authority have sought extension of the Intergovernmental Agreement from the City and County in order to obtain the necessary approvals, and

WHEREAS, the Tribe, the Authority, the City and the County wish to extend the term of the Intergovernmental Agreement to provide the Tribe and the Authority with additional time to receive all necessary approvals.

### AGREEMENT

**NOW, THEREFORE**, the parties hereto agree as follows:

#### **Section 1.**

The term of the Intergovernmental Agreement is hereby extended, and Section 3 of that Agreement is amended, as follows:



the National Indian Gaming Commission under the Indian Gaming Regulatory Act for a determination by the Secretary that this Extension is not subject to 25 U.S.C. Section 81 and for a determination by the NIGC that this Agreement is not subject to its review or approval. Any determination by the Secretary or the NIGC under this Section shall be transmitted to the City and the County. In the event that either the Secretary or the NIGC fails to make the determination contemplated under this Section, the parties shall meet to determine how to achieve such a determination.

**Section 7.**

The Tribe, the Authority, the City and the County each represent and warrant that the Intergovernmental Agreement has been in effect continuously since it first became effective March 28, 2005, through the effective date of this Extension. The Tribe, Authority, and County each represent and warrant that the Sales Tax Agreement between the Tribe, Authority, and County has similarly been in effect continuously since it first became effective through the effective date of this Extension and pursuant to its terms is extended in the same manner as the Intergovernmental Agreement. The Intergovernmental Cooperation and Revenue Sharing Agreement between the City and County likewise, pursuant to its terms, remains and continues in effect for the term of this Intergovernmental Agreement and is therefore extended in the same manner as the Intergovernmental Agreement.

Neither the federal government's previous rejection of the Tribe's Application, nor any other event has caused this Intergovernmental Agreement to lapse at any time.

IN WITNESS WHEREOF, the Tribe, the Authority, the City and the County have respectively signed this Extension and caused their seals to be affixed and attested as of the date shown.

**CITY OF KENOSHA, WISCONSIN**  
A Municipal Corporation

By: \_\_\_\_\_  
Keith G. Bosman, Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Debra Salas, City Clerk/Treasurer

Date: \_\_\_\_\_

**COUNTY OF KENOSHA, WISCONSIN**

By: \_\_\_\_\_  
Jim Kreuser, County Executive

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Mary T. Schuch-Krebs, County Clerk

Date: \_\_\_\_\_

**MENOMINEE INDIAN TRIBE OF WISCONSIN**

By: \_\_\_\_\_  
\_\_\_\_\_, Tribal Chairperson

Date: \_\_\_\_\_

**MENOMINEE KENOSHA GAMING AUTHORITY**

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

Date: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, Member

Date: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, Member

Date: \_\_\_\_\_

## AGREEMENT

THIS AGREEMENT is made as of this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the Kenosha Area Business Alliance, Inc. ("KABA"), the City of Kenosha ("City"), the Kenosha Area Chamber of Commerce ("Chamber"), the Kenosha Area Convention and Visitors Bureau ("CVB") and the Kenosha Lakeshore B.I.D. ("BID").

## RECITALS

WHEREFORE, all parties hereto have a vested interest in the redevelopment of Downtown Kenosha and the implementation of the *Downtown Strategic Development Plan* dated August, 2012, that was developed with assistance from the Lakota Group;

WHEREAS, all parties desire to contribute to the cost of employing a full time executive director ("Executive Director") for Kenosha's Downtown Management Organization whose responsibility it will be to implement the *Downtown Strategic Development Plan* and to coordinate all project activities regarding the revitalization strategy for Downtown Kenosha;

NOW THEREFORE, for valuable consideration, the parties hereto mutually agree as follows agree as follows:

1. Hiring of Executive Director: KABA shall hire the Executive Director as an employee of KABA. Each entity that contributes financially to the cost of employing the Executive Director will have an opportunity to appoint at least one representative to a search committee that will evaluate applicants. The Executive Director shall be subject to KABA's employee policies and procedures, in effect from time-to-time.

2. Reporting by Executive Director: The Executive Director shall be a KABA employee that will perform duties as requested by a Board of Directors that will be constituted to serve as the principal Downtown Management Organization (and Main Street Program, if this designation is secured). It is the parties' intent to form such board with membership based on proportional financial contributions as well as a number of at-large members selected by the financial contributors. It is anticipated that the executive director will remain an employee of KABA during the term of this agreement and there will be a contract for services between the Downtown Management Organization and KABA. The Executive Director or an appropriate representative of the Downtown Management Organization shall report regularly, though not more than quarterly, to each of the Financial

Contributors.

3. Financial Contributions: The parties shall contribute to the cost of the Executive Director annually as follows:

- a. City: \$25,000 per year
- b. BID: \$25,000 per year
- c. KABA: \$20,000 per year
- c. CVB: \$10,000 per year
- d. Chamber: \$5,000 per year.

Said contributions shall be paid to KABA on or before March 31st of each year for which this Agreement is in effect, unless an alternative arrangement has been agreed to in writing. KABA shall provide office/work space for the Executive Director along with administrative support and typical office supplies. During the term of this agreement, any shortages or surpluses for this project will be the responsibility of KABA. However, KABA may request additional funding for a shortage by providing notice to the Downtown Management Organization in writing. Such request may not exceed 100% of each member's annual contribution and must be approved by a majority of the members of the Downtown Management Organization. If approved, the amount requested by KABA will be allocated to each member of the Downtown Management Organization in proportion to each party's annual Financial Contribution as defined above.

4. Term: This Agreement shall be for a term of three (3) years commencing on February 1, 2013 and terminating on January 31, 2016.

5. Notices: All notices hereunder must be delivered by certified mail - return receipt requested, fax or email to the parties as follows:

To KABA: Kenosha Area Business Alliance, Inc.  
Attn: Todd R. Battle, President  
5500 6<sup>th</sup> Avenue, Suite 200  
Kenosha, WI 53140  
(262) 605-1111  
[tbattle@kaba.org](mailto:tbattle@kaba.org)

To City: City of Kenosha  
Attn: Debra Salas, City Clerk  
625-52<sup>nd</sup> Street  
Kenosha, WI 53140  
[cityclerk@kenosha.org](mailto:cityclerk@kenosha.org)

To BID: Kenosha Lakeshore BID  
Attn.: Paul McDonough, Chair  
712-55<sup>th</sup> Street, Suite 108  
Kenosha, WI 53140

To CVB: Kenosha Area Convention & Visitors Bureau  
Attn.: Dennis DuChene, President  
812-56<sup>th</sup> Street  
Kenosha, WI 53140

To Chamber: Kenosha Area Chamber of Commerce  
Attn.: Lou Molitor, Executive Director  
600-52<sup>nd</sup> Street, Suite 130  
Kenosha, WI 53140

6. Miscellaneous. This Agreement sets forth the entire understanding among the parties with respect to the subject matter hereof. This Agreement shall be governed by the laws of the State of Wisconsin and any dispute under this Agreement shall be venued in Wisconsin. Except as expressly provided herein, this Agreement may not be amended, changed, altered or modified except in writing signed by all of the parties hereto. Titles and headings of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken shall constitute but one and the same instrument. This Agreement may be executed by signing and delivery, in person, by facsimile transmittal or by electronic mail (pdf formatted).

IN WITNESS WHEREOF, the undersigned have caused this Agreement be executed and delivered on the date first set forth above.

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By: Keith G. Bosman  
Mayor, City of Kenosha

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By: Debra L. Salas

City Clerk/Treasurer, City of Kenosha

\_\_\_\_\_  
By: \_\_\_\_\_  
Kenosha Area Business Alliance, Inc.

\_\_\_\_\_  
By: \_\_\_\_\_  
Kenosha Area Chamber of Commerce

\_\_\_\_\_  
By: \_\_\_\_\_  
Kenosha Area Convention and Visitors Bureau

\_\_\_\_\_  
By: \_\_\_\_\_  
Kenosha Lakeshore B.I.D.

## **Executive Director, Downtown Kenosha Partnership - City of Kenosha, WI**

### **Overall Responsibility:**

The Executive Director has a primary function to lead the implementation of the *Downtown Strategic Development Plan* and is responsible for coordinating all project activities regarding Downtown Kenosha's revitalization strategy. This position serves as the main staff contact for, and provides leadership to, the Downtown Kenosha Partnership. Kenosha is currently seeking designation as a Wisconsin Main Street Community.

### **Specific Job Responsibilities**

- Works with Board, Committees, and other key stakeholders to create an annual action plan to drive implementation of the major development concepts identified and recommended in the Downtown Strategic Development Plan.
- Coordinates all board and committee meetings and activities. The committee structure aligns with the Wisconsin Main Street program and will include four committees: Design, Promotions, Organization, and Economic Restructuring.
- Build & maintain strong and productive working relationships with Downtown merchants, partners, sponsors, donors, civic and governmental organizations.
- Recruit and manage an active volunteer force, including board and committee members.
- Provides advice and assistance to individual tenants or property owners regarding property improvements.
- Assist in the retention, expansion and development of existing businesses in Downtown Kenosha.
- Assists new and start-up businesses.
- Attract new retail and service businesses that meet the vision of downtown revitalization efforts.
- Maintain high visibility in the community and positive public relations through various marketing channels.
- Leadership role in downtown promotion – marketing, special events, sponsorship, volunteer involvement, parking management, beautification, etc.
- Manages all administrative aspects, including maintaining an appropriate record keeping system, developing and monitoring budgets, preparing reports, documenting all physical changes, retaining information on job creation and business retention, maintenance of a downtown property database, and

submitting information to the State Main Street program as required.

- Develop and implement fund raising campaigns to support the goals of the Downtown Kenosha Partnership.

### **Qualifications**

- Dynamic self-starter with management experience and strong administrative skills.
- Energetic, entrepreneurial, well organized, capable of working independently and in a group.
- Exceptional written and oral communication skills.
- Highly developed interpersonal skills. Ability to work closely with and direct efforts of volunteers, staff, members, city council, and public.
- Knowledge of economic development, business planning, and real estate development, and downtown development is important.
- Knowledge of historic preservation desired.
- High degree of professionalism, fantastic customer service ethic and high expectations for quality.

### **Education and/or Experience**

- Bachelor's degree or equivalent work experience. Marketing, Communications, Economics, Planning, or Business Administration Major preferable.
- Experience in one or more of the following areas preferred: historic preservation, economics, finance, public relations, design, journalism, planning, business administration, public administration, retailing, volunteer or nonprofit administration and or small business development preferred.
- 3-5 years experience in economic and community development or related activity strongly desired.

### **Key Performance Indicators/Factors:**

1. Decision-making – the executive director uses good judgment in making decisions and makes decisions that mirror vision of the Downtown Kenosha Partnership.
2. Leadership – the executive director should set a positive example for all partners and volunteers. The executive director should uphold the mission & vision of the Downtown Kenosha Partnership and empower others to do the same.
3. Relationships – the executive director initiates, builds, and maintains good working relationships with all persons and organizations involved with the organization.
4. Results – the executive director understands the impact of all decisions on the budget and financial well being of the organization.
5. Communication – the executive director must be able to communicate effectively with all stakeholders.



**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:** 02/25/13

**Prepared By:** 

**Reviewed By:** 

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
125289	2/01	BLONER, JOHN JR	761-09-50101-311-000	OFFICE SUPPLIES	133.10
125290	2/01	NEW FLYER	520-09-50201-347-000	01/13 BUS PARTS	278.00
125291	2/01	WE ENERGIES	110-03-53109-221-000 110-05-55109-221-000	1/13 STREETLIGHTING 1/13 STREETLIGHTING ..... CHECK TOTAL	61,195.08 658.37 61,853.45
125292	2/01	HWY C SERVICE	110-01-51801-369-000 110-03-53113-361-000 501-09-50105-235-000	SNOWBLOWER SPRAYER WEED 12/12 SERVICE/PARTS ..... CHECK TOTAL	1,299.00 250.00 230.15 1,779.15
125293	2/01	ICMA RETIREMENT TRUST	110-00-21572-000-000 110-00-21599-000-000	01/16-31/13 CONTRIB 01/16-31/13 CONTRIB ..... CHECK TOTAL	47,994.90 6,256.49 54,251.39
125294	2/01	JANTZ AUTO SALES INC	630-09-50101-393-000	01/13 SE #2389 PARTS	300.00
125295	2/01	CARDINAL HEALTH	206-02-52205-318-000 206-02-52205-318-000 206-02-52205-318-000 206-02-52205-318-000 206-02-52205-318-000	01/13 MEDICAL SUPPL 01/13 MEDICAL SUPPL 01/13 MEDICAL SUPPL 01/13 MEDICAL SUPPL 01/13 MEDICAL SUPPL ..... CHECK TOTAL	993.12 775.11 632.20 487.49 139.15 3,027.07
125296	2/01	KENOSHA JOINT SERVICES	110-02-52103-341-000 110-02-52103-345-000 110-02-52102-341-000 110-02-52102-345-000 110-02-52109-341-000 110-02-52101-341-000 110-02-52103-341-000	12/12 PATRL FLT GAS 12/12 PATRL FLT MNT 12/12 DTCTV FLT GAS 12/12 DTCTV FLT MNT 12/12 SCU-DOG GAS 12/12 ADMN FLT GAS 12/12 MOTORCYCL GAS ..... CHECK TOTAL	23,831.19 6,288.96 2,846.97 1,983.58 792.06 284.68 24.02 36,051.46
125297	2/01	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000 110-00-21562-000-000 110-00-21562-000-000	02/01/13 CITY HRLY 02/01/13 WATER HRLY 02/01/13 MUSEUM HRLY ..... CHECK TOTAL	12,487.06 3,968.87 25.00 16,480.93

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
125298	2/01	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	12/3/12 W/C	1,585.74
			110-09-56405-161-000	9/13/12 W/C	1,585.74
			110-09-56405-161-000	8/29/12 W/C	542.38
			110-09-56405-161-000	12/5/12 W/C	509.60
			110-09-56405-161-000	11/10/12 W/C	140.53
			110-02-52101-219-000	12/12 12-199258 LAB	49.60
			110-02-52101-219-000	12/12 12-192787 LAB	49.60
			110-02-52101-219-000	12/12 12-193851 LAB	49.60
			110-02-52101-219-000	12/12 12-192164 LAB	49.60
			110-02-52101-219-000	12/12 12-191526 LAB	49.60
			110-02-52101-219-000	12/12 12-195936 LAB	49.60
					..... CHECK TOTAL
125299	2/01	KENOSHA NEWS	110-01-51303-326-000	12/12 ELEC INSPECTR	197.58
			110-01-51303-326-000	12/12 CIVIL ENG AD	166.69
			110-01-51303-326-000	12/12 COMM SERV OFC	160.12
			110-01-51303-326-000	12/12 BLDG MAINT AD	156.83
		..... CHECK TOTAL		681.22	
125300	2/01	PALMEN BUICK	110-02-52203-344-000	12/12 FD REPAIR PART	355.94
125301	2/01	OTIS ELEVATOR CO.	110-01-51801-242-000	EMERGENCY REPAIR	822.72
125302	2/01	KENOSHA COUNTY INTERFAITH	291-06-50611-259-000	#5523015 SUBGR AGMT	2,319.68
125303	2/01	WELDCRAFT, INC.	110-05-55109-344-000	12/12 PA-MATERIALS	373.96
			110-05-55109-344-000	12/12 PA-MATERIALS	294.11
		..... CHECK TOTAL		668.07	
125304	2/01	MAGID GLOVE & SAFETY	630-09-50101-393-000	01/13 GLOVES	754.56
125305	2/01	UNITED STATES TREASURY	110-00-21581-000-000	02/01/13 DEDUCTION	20.00
125306	2/01	KENOSHA WATER UTILITY	110-05-55109-224-000	HYDRANT/WATER	223.41
125307	2/01	ELCA URBAN OUTREACH CENTER	291-06-50609-259-000	#5523039 SUBGR AGMT	5,092.85
			255-06-50629-259-000	#5523039 SUBGR AGMT	2,604.00
		..... CHECK TOTAL		7,696.85	
125308	2/01	WEST GROUP	110-01-50301-322-000	12/12 SUBSCRIPTIONS	493.00
			110-01-50301-322-000	01/13 SUBSCRIPTIONS	343.56
		..... CHECK TOTAL		836.56	

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
125309	2/01	FABCO EQUIPMENT, INC.	630-09-50101-393-000	12/12 PARTS/MATERLS	142.92
125310	2/01	CCH INCORPORATED	110-01-51101-322-000	2013 GOV GAAP GUIDE	266.00
125311	2/01	A & R DOOR SERVICE	110-01-51801-389-000	01/13 MB DOOR REPAIR	106.00
125312	2/01	KENOSHA YMCA	255-06-50628-259-000	#5523477 SUBGR AGMT	2,893.66
125313	2/01	BATTERIES PLUS LLC	110-03-53109-389-000	01/13 ST-BATTERIES	23.95
125314	2/01	CHASE BANK KENOSHA	110-00-21513-000-000	02/01/13 HRLY DEDCT	18,543.07
			110-00-21511-000-000	02/01/13 HRLY DEDCT	10,967.97
			110-00-21612-000-000	02/01/13 HRLY DEDCT	7,429.76
			110-00-21614-000-000	02/01/13 HRLY DEDCT	2,661.09
			110-00-21514-000-000	02/01/13 HRLY DEDCT	2,660.90
				..... CHECK TOTAL	42,262.79
125315	2/01	KENOSHA ACHIEVEMENT CENTER	291-06-50403-259-000	#5522954 SUBGR AGMT	21,845.00
			255-06-50423-259-000	#5522954 SUBGR AGMT	3,155.00
				..... CHECK TOTAL	25,000.00
125316	2/01	OFFICEMAX	110-02-52103-311-000	01/13 PD #2380 OFFC	560.89
			110-01-51101-311-000	01/13 FN #2381 OFFC	466.25
			110-02-52201-311-000	01/13 FD #2384 OFFC	257.59
			110-01-51101-311-000	01/13 FN #2383 OFFC	92.50
			110-02-52103-311-000	01/13 PD #2380 OFFC	44.80
				..... CHECK TOTAL	1,422.03
125317	2/01	PAT'S SERVICES, INC.	205-03-53119-282-000	12/12 PORTABLE TOILE	61.32
125318	2/01	HOLLAND SUPPLY, INC.	630-09-50101-393-000	HOSE	3,805.20
125319	2/01	WPS HEALTH INSURANCE	206-00-13107-000-000	M DEBOER 12/21/11	90.77
125320	2/01	INTERSPIRO	110-02-52203-235-000	12/12 SCBA PARTS	342.04
125321	2/01	KENOSHA COUNTY DIVISION OF	520-09-50301-258-000	4TH QTR ADMIN OVRST	219.84
125322	2/01	AECOM TECHNICAL SERVICES INC	493-11-50105-219-000	12/1-31/12 REMEDIAL	17,707.81
			493-11-50101-219-000	12/1-31/12 ASSMT	14,646.26
			493-11-50101-219-000	12/1-31/12 ASSMT	7,224.75
				..... CHECK TOTAL	39,578.82

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
125323	2/01	UNITED HOSPITAL SYSTEM	110-02-52102-219-000	13-003191 RECORDS	64.56
125324	2/01	MESSERLI & KRAMER P.A.	110-00-21581-000-000	02/01/13 DEDUCTION	160.18
125325	2/01	GUTTORMSEN, HARTLEY,	110-01-50301-219-000	12/12 SERVICES	60.00
125326	2/01	PACE ANALYTICAL	405-00-46907-713-000	12/21/12 LABORATORY	498.00
125327	2/01	HOERNEL LOCK & KEY, INC.	110-05-55109-344-000	01/13 PA-LOCKS/KEYS	7.30
125328	2/01	LEE PLUMBING, INC.	110-02-52203-241-000	01/12 FD #5 HVAC, PL	759.18
			110-03-53103-241-000	12/12 ST HVAC, PLUMB	294.50
			110-01-51801-246-000	12/12 MB HVAC, PLUMB	117.00
				..... CHECK TOTAL	1,170.68
125329	2/01	PIONEER COMMERCIAL CLEANING	110-01-51801-243-000	01/13 JANITORIAL SER	3,626.00
125330	2/01	US CELLULAR	206-02-52205-226-000	01/13 FD-CELL AIRTM	94.15
			206-02-52205-226-000	01/13 FD-CELL SERVC	80.74
			110-05-55109-226-000	01/13 PA-CELL SERVC	60.10
			110-05-55102-226-000	01/13 PA-CELL SERVC	7.15
			110-05-55111-226-000	01/13 PA-CELL SERVC	4.41
				..... CHECK TOTAL	246.55
125331	2/01	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	02/01/13 L SAYLOR	32.51
125332	2/01	JENSEN TOWING	110-02-52103-219-000	01/13 13-000053 TOW	45.00
125333	2/01	ACME OFFICE EQUIPMENT	110-01-51102-232-000	1/13 PRINTER REPAIR	310.00
125334	2/01	INSTY-PRINTS	110-01-51601-311-000	CIP-FINAL PRINTING	728.11
125335	2/01	MARTIN PETERSEN COMPANY, INC.	520-09-50201-246-000	01/13 HVAC, PLUMBING	243.20
125336	2/01	JOHNSON BANK	110-00-21532-000-000	02/01/13 CITY HRLY	825.00
			110-00-21532-000-000	02/01/13 WATER HRLY	609.62
				..... CHECK TOTAL	1,434.62
125337	2/01	MISS AMERICA ORGANIZATION	222-09-50101-259-908	11/23/12 APPEARANCE	164.60

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
125338	2/01	FIFTY STATES DIST.	110-02-52203-259-000	12/12 LAUNDRY SERVIC	1,255.22
125339	2/01	FASTENAL COMPANY	632-09-50101-389-000	12/12 SE-TOOLS/MTRLS	185.13
			632-09-50101-389-000	12/12 SE-TOOLS/MTRLS	58.12
			501-09-50105-344-000	01/13 SW-TOOLS/MTRLS	35.47
			521-09-50101-344-000	01/13 AR-TOOLS/MTRLS	32.18
			110-05-55109-357-000	01/13 PA-TOOLS/MTRLS	15.39
			205-03-53119-389-000	01/13 ST-TOOLS/MTRLS	14.16
				..... CHECK TOTAL	340.45
125340	2/01	VEIT & COMPANY INC	493-11-50105-219-000	EST 2-UST PROJECT	9,600.00
125341	2/01	SCHINDLER ELEVATOR CORP.	521-09-50101-242-000	1-3/13 ELEVATOR MAIN	126.27
125342	2/01	COMMERCIAL RECREATION SPECL	405-11-51208-589-000	SPLASHPAD EQUIPMENT	100,733.00
125343	2/01	HUCKSTORF DIESEL INC.	630-09-50101-393-000	01/13 PARTS/MATERLS	234.19
125344	2/01	FOTH INFRASTRUCTURE & ENVIRO	405-11-51205-589-000	12/12 HARBOR STUDY	5,994.00
125345	2/01	NYBERG TROPHIES & AWARDS	761-09-50101-389-000	PLAQUES KCM AWARDS	22.00
125346	2/01	CHAPTER 13 TRUSTEE	110-00-21581-000-000	02/01/13 DEDUCTION	323.00
			110-00-21581-000-000	02/01/13 DEDUCTION	104.00
			110-00-21581-000-000	02/01/13 DEDUCTION	76.50
				..... CHECK TOTAL	503.50
125347	2/01	USA PAYDAY LOANS	110-00-21581-000-000	02/01/13 DEDUCTION	37.88
125348	2/01	HANSMANN PRINTING	110-02-52103-311-000	12/12 PD-BUS CARDS	25.00
125349	2/01	WASTE MANAGEMENT	110-01-51801-246-000	01/13 MB PULL CHARGE	55.70
			521-09-50101-219-000	01/13 AR PAPER RECYC	54.08
				..... CHECK TOTAL	109.78
125350	2/01	CENTURY FENCE COMPANY	402-11-51208-589-000	EST 1-PAVEMENT MARK	11,907.30
125351	2/01	STATE BAR OF WISCONSIN	110-01-50301-322-000	01/13 LEGAL PUBLICAT	30.41
125352	2/01	MENARDS (KENOSHA)	110-02-52203-369-000	01/13 FD #4 MERCHAND	199.00
			501-09-50105-344-000	01/13 SW MERCHANDISE	11.97
				..... CHECK TOTAL	210.97

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
125353	2/01	KASDORF, LEWIS & SWIETLIK	110-09-56405-212-000	10-12/12 BRIETCHAFT	278.30
125354	2/01	WIS SCTF	110-00-21581-000-000	02/01/13 HRLY DEDCT	638.51
125355	2/01	KIEFER, ADOLPH & ASSOCIATES	110-05-55111-246-000	VACUUM HOSE/POOL	63.99
125356	2/01	GRAINGER	521-09-50101-344-000	01/13 AR-PARTS/MTRLS	85.36
			521-09-50101-375-000	01/13 AR-PARTS/MTRLS	30.11
			521-09-50101-382-000	01/13 AR-PARTS/MTRLS	14.68
				..... CHECK TOTAL	130.15
125357	2/01	WOMEN AND CHILDRENS HORIZONS	291-06-50404-259-000	#5523462 SUBGR AGMT	39,321.00
			255-06-50424-259-000	#5523462 SUBGR AGMT	3,179.00
			255-06-50627-259-000	#5523030 SUBGR AGMT	2,524.00
			291-06-50607-259-000	#5523030 SUBGR AGMT	260.00
				..... CHECK TOTAL	45,284.00
125358	2/01	BOUND TREE MEDICAL, LLC	206-02-52205-318-000	01/13 MEDICAL SUPPL	863.12
125359	2/01	HAPPENINGS MAGAZINE	222-09-50101-259-000	FINAL BILL CEL AMER	1,000.00
			222-09-50101-259-000	01/13 2ND SATURDAYS	116.00
				..... CHECK TOTAL	1,116.00
125360	2/01	GILLIG CORPORATION	520-09-50201-347-000	01/13 BUS PARTS	2,027.78
125361	2/01	GLASMAN TOWING	110-02-52103-219-000	01/13 13-000826 TOW	125.00
125362	2/01	IAFF/NATIONWIDE	110-00-21574-000-000	01/16-31/13 CONTRIB	18,668.00
125363	2/01	RED THE UNIFORM TAILOR	520-09-50101-367-000	12/12 TD-UNIFORM ITM	208.40
			520-09-50101-367-000	12/12 TD-UNIFORM ITM	99.80
				..... CHECK TOTAL	308.20
125364	2/01	DOUBLE D CONSTRUCTION INC	758-09-50110-259-853	FINAL - CONSTR	9,565.00
			758-09-50108-259-851	CONSTR INSPECT	3,000.00
			758-09-50106-259-853	FIX WINDOW	350.00
			758-09-50105-259-851	CONSTR INSPECT	150.00
				..... CHECK TOTAL	13,065.00
125365	2/01	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	01/16-31/13 CONTRIB	17,098.33
			110-00-21539-000-000	01/16-31/13 CONTRIB	1,450.00
				..... CHECK TOTAL	18,548.33

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
125366	2/01	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000	10/19/12 W/C	3,902.00
			110-09-56405-161-000	11/14/12 W/C	176.00
			110-09-56405-161-000	11/27/12 W/C	104.00
				..... CHECK TOTAL	4,182.00
125367	2/01	UHS PHYSICIAN CLINIC	110-09-56405-161-000	11/12/12 W/C	688.64
125368	2/01	IHC - KENOSHA RADIOLOGY LLC	110-09-56405-161-000	12/3/12 W/C	373.00
			110-09-56405-161-000	12/5/12 W/C	37.00
				..... CHECK TOTAL	410.00
125369	2/01	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	11/10/12 W/C	360.00
125370	2/01	AURORA HEALTH CARE	110-09-56405-161-000	12/7/12 W/C	481.10
125371	2/01	STONERIVER PHARMACY SOLUTION	110-09-56405-161-000	12/3/12 W/C	16.03
125372	2/01	OCCUCARE SYSTEMS & SOLUTION	110-09-56405-161-000	10/2/12 W/C	635.37
			110-09-56405-161-000	12/6/12 W/C	522.77
			110-09-56405-161-000	12/4/12 W/C	442.77
			110-09-56405-161-000	12/3/12 W/C	436.36
			110-09-56405-161-000	10/2/12 W/C	335.37
			110-09-56405-161-000	11/29/12 W/C	325.00
			110-09-56405-161-000	9/28/12 W/C	295.10
			110-09-56405-161-000	9/26/12 W/C	225.07
			110-09-56405-161-000	10/5/12 W/C	160.00
			110-09-56405-161-000	12/6/12 W/C	85.00
				..... CHECK TOTAL	3,462.81
			125373	2/01	EMI KENOSHA
125374	2/01	MILWAUKEE NEUROLOGICAL INST.	110-09-56405-161-000	12/13/12 W/C	225.00
125375	2/01	RACINE EMERGENCY PHYSICIANS	110-09-56405-161-000	10/24/12 W/C	494.00
125376	2/01	HOPE COUNCIL, INC	291-06-51402-259-000	#5523022 SUBGR AGMT	1,375.00
125377	2/01	PRICE FAMILY REVOCABLE TRUST	501-09-50101-433-000	#21216 OVERPAYMENT	68.78
125378	2/01	LAYTON, REGINALD	206-00-13107-000-000	TRANSPORT 1/4/13	75.70

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
125379	2/01	BRUNETTE, RAYMOND	206-00-13107-000-000	TRANSPORT 6/24/12	23.24
125380	2/01	LOCKE, GENEVIEVE	206-00-13107-000-000	TRANSPORT 6/30/12	72.12
125381	2/01	VA MEDICAL CENTER	206-00-13107-000-000	TRANSPORT 9/19/11	243.17
125382	2/01	STATE FARM AUTO	110-00-46209-421-000	K DORSEY 4/7/12	500.00
125383	2/01	HOSPICE ALLIANCE, INC	206-00-13107-000-000	S FERGUSON 12/5/11	354.25
125384	2/01	VAN DUYN, CATHERINE	206-00-13107-000-000	TRANSPORT 2/08/12	69.75
125385	2/01	POLSO, CAROL	206-00-13107-000-000	TRANSPORT 8/20/11	30.00
125386	2/01	CORELOGIC	110-00-21106-000-000	2012 RE TAX-VARIOUS	63,496.72
125387	2/01	STANCZAK, STEPHEN M.	110-01-51303-263-000 110-01-51303-261-000	1/22-25/13 MADISON 1/22-25/13 MADISON ..... CHECK TOTAL	204.51 131.08 335.59
125388	2/01	MORRISSEY, JOHN W.	110-02-52107-261-000	REIMBURSE 1-PASS	280.00
125389	2/01	HELD, MICHAEL	110-02-52103-263-000	1/25/13 WINNEBAGO	12.00
125390	2/01	VANG, STEPHAN M	110-02-52103-263-000	01/25/13 WINNEBAGO	12.00
125391	2/05	RAUSCH, GARY & DENISE	110-00-21106-000-000	2012 TAX REFUND	319.08
125392	2/05	AZMUS, SCOTT & DORA	110-00-21106-000-000	2012 TAX REFUND	7,307.82
125393	2/05	RADER, BENEDICT & KATHLEEN	110-00-21106-000-000	2012 TAX REFUND	180.56
125394	2/05	MCGOVERN, RYAN & SAMANTHA	110-00-21106-000-000	2012 TAX REFUND	432.53
125395	2/05	PEURA, LOUISE	110-00-21106-000-000	2012 TAX REFUND	167.29
125396	2/05	SCHWIMMER, STEVEN	110-00-21106-000-000	2012 TAX REFUND	356.74
125397	2/05	SELLNOW, KATHERINE	110-00-21106-000-000	2012 TAX REFUND	279.39

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
125398	2/05	BRASUELL, JAMES & SANDRA	110-00-21106-000-000	2012 TAX REFUND	161.98
125399	2/05	GARCIA, RUTH	110-00-21106-000-000	2012 TAX REFUND	159.40
125400	2/05	WILLIAMS, ROBERT & LISA	110-00-21106-000-000	2012 TAX REFUND	180.58
125401	2/05	RODRIGUEZ, SERGIO	110-00-21106-000-000	2012 TAX REFUND	60.29
125402	2/05	GRUSS, ADAM	110-00-21106-000-000	2012 TAX REFUND	398.01
125403	2/05	TORRUCO, CLAUDIA	110-00-21106-000-000	2012 TAX REFUND	58.05
125404	2/05	STELLA, RICHARD & MARIE	110-00-21106-000-000	2012 TAX REFUND	143.95
125405	2/05	SWARTZ, CYNTHIA	110-00-21106-000-000	2012 TAX REFUND	6.40
125406	2/05	LEMENS, PAUL & MARY	110-00-21106-000-000	2012 TAX REFUND	121.63
125407	2/05	ALTERGOTT, RICHARD & CINDY	110-00-21106-000-000	2012 TAX REFUND	153.46
125408	2/05	ELM, MATTHEW	110-00-21106-000-000	2012 TAX REFUND	285.23
125409	2/05	LAMOTHE, KRISTINE	110-00-21106-000-000	2012 TAX REFUND	284.33
125410	2/05	MARTINEZ, FERNANDO & ILIA	110-00-21106-000-000	2012 TAX REFUND	547.17
125411	2/05	LAMPADA, PHILLIP & DAWN	110-00-21106-000-000	2012 TAX REFUND	313.51
125412	2/05	RAKOCZY, ROBERT	110-00-21106-000-000	2012 TAX REFUND	307.82
125413	2/05	US BANK MORTGAGE	110-00-21106-000-000	2012 TAX REFUND	3,961.43
125414	2/05	STEFFENHAGEN, DONALD AND	110-00-21106-000-000	2012 TAX REFUND	200.10
125415	2/05	CROCKETT, SUSAN	110-00-21106-000-000	2012 TAX REFUND	341.30
125416	2/05	BERTSCH, ANDREA & GERALD	110-00-21106-000-000	2012 TAX REFUND	295.96
125417	2/05	OBERMEYER, MATTHEW & LISA	110-00-21106-000-000	2012 TAX REFUND	170.49

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
125418	2/05	DEATON, KEITH L	- - - -		455.79
125419	2/05	DRECHNEY, SARAH	110-00-21106-000-000	2012 TAX REFUND	47.34
125420	2/05	SMITH, MICHAEL RAMER	110-00-21106-000-000	2012 TAX REFUND	322.73
125421	2/05	RETZLAFF, ELLIOT	110-00-21106-000-000	2012 TAX REFUND	202.43
125422	2/05	BAUMAN, TODD & LAURA	110-00-21106-000-000	2012 TAX REFUND	184.03
125423	2/05	PAVILONIS, GREGORY	110-00-21106-000-000	2012 TAX REFUND	36.18
125424	2/05	PETERSON, GARY	110-00-21106-000-000	2012 TAX REFUND	241.99
125425	2/05	OBERG, CHRISTINE	110-00-21106-000-000	2012 TAX REFUND	77.22
125426	2/05	BROUGHMAN, STEVE & LORI	110-00-21106-000-000	2012 TAX REFUND	359.98
125427	2/05	LEWANDOWSKI, DONNA	110-00-21106-000-000	2012 TAX REFUND	279.59
125428	2/05	FRANKE, DOUGLAS	110-00-21106-000-000	2012 TAX REFUND	280.05
125429	2/05	BURT, DAVID	110-00-21106-000-000	2012 TAX REFUND	200.75
125430	2/05	OCHOA, JAVIER & CONSUELO	110-00-21106-000-000	2012 TAX REFUND	159.31
125431	2/05	PETERS, JUDITH	110-00-21106-000-000	2012 TAX REFUND	336.05
125432	2/05	CRAWLEY, EARL	110-00-21106-000-000	2012 TAX REFUND	252.01
125433	2/05	DITTBERNER, WILLIAM	110-00-21107-000-000	LOTTERY CR. REFUND	106.52
125434	2/05	MCKINNEY, JODI	110-00-21107-000-000	LOTTERY CR. REFUND	106.52
125435	2/05	THURAU, BRADLEY & BERTHA	110-00-21106-000-000	2012 TAX REFUND	53.22
125436	2/05	PERALTA, MIGUEL & MARIA	110-00-21106-000-000	2012 TAX REFUND	240.41
125437	2/05	TORRESIN, DANIEL	110-00-21106-000-000	2012 TAX REFUND	413.64

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
125438	2/05	TORRESIN, DANIEL	110-00-21106-000-000	2012 TAX REFUND	488.93
125439	2/05	KAUZRICH, CHRISTOPHER AND	110-00-21106-000-000	2012 TAX REFUND	153.59
125440	2/05	ARMSTRONG, OLIVE	110-00-21107-000-000	LOTTERY CR. REFUND	106.52
125441	2/05	COLLINS, LAURIE	110-00-21106-000-000	2012 TAX REFUND	395.21
125442	2/05	ROSENBERG, STEVEN	110-00-21106-000-000	2012 TAX REFUND	325.41
125443	2/05	BIAGI-KEEFER, SARA	110-00-21106-000-000	2012 TAX REFUND	306.59
125444	2/05	MAURER, DOUGLAS	110-00-21106-000-000	2012 TAX REFUND	58.48
125445	2/05	PALMAS, ROBERT & NANCY	110-00-21106-000-000	2012 TAX REFUND	68.77
125446	2/05	TAPIA, DAVID A RODRIGUEZ	110-00-21106-000-000	2012 TAX REFUND	171.60
125447	2/05	REUTELER, PAUL & TIFFANY	110-00-21106-000-000	2012 TAX REFUND	263.92
125448	2/05	WESS, SANDRA	110-00-21106-000-000	2012 TAX REFUND	314.04
125449	2/05	POWERLINK	110-00-21106-000-000	2012 TAX REFUND	947.38
125450	2/05	BRIGGS, HERBERT & JOYCE	110-00-21106-000-000	2012 TAX REFUND	60.27
125451	2/05	FARMER, CYNTHIA	110-00-21106-000-000	2012 TAX REFUND	511.15
125452	2/05	HAUSER, JONATHON	110-00-21106-000-000	2012 TAX REFUND	320.70
125453	2/05	MIMS, KEITH & AMANDA	110-00-21106-000-000	2012 TAX REFUND	568.24
125454	2/05	MONTEMURRO, SARAH	110-00-21107-000-000	LOTTERY CR. REFUND	106.52
125455	2/05	KENOSHA COUNTY TREASURER	110-00-21106-000-000	2012 TAX REFUND	1,586.59
125456	2/05	HRNCIAR, CHRISTOPHER	110-00-21106-000-000	2012 TAX REFUND	186.83
125457	2/05	POLETTI, PHILLIP & MARY	110-00-21106-000-000	2012 TAX REFUND	9.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
125458	2/05	GRISSOM, KENT & SHEILA	110-00-21106-000-000	2012 TAX REFUND	153.47
125459	2/05	FRYE, DANIEL	110-00-21106-000-000	2012 TAX REFUND	312.75
125460	2/05	KLEMKO, MICHAEL	110-00-21106-000-000	2012 TAX REFUND	40.35
125461	2/06	ACE HARDWARE	110-01-51801-389-000 110-05-55109-248-000 501-09-50104-361-000 110-05-55109-249-000 110-03-53109-389-000 110-05-55109-235-000	12/12 MB MERCHANDISE 12/12 PA MERCHANDISE 12/12 SW MERCHANDISE 12/12 PA MERCHANDISE 12/12 ST MERCHANDISE 12/12 PA MERCHANDISE ..... CHECK TOTAL	467.51 63.37 54.23 33.99 22.97 13.98 656.05
125462	2/06	BINDELLI BROTHERS, INC	110-09-56501-259-569 110-09-56501-259-569	01/13 WASH RD 01/13 2108-57TH ST ..... CHECK TOTAL	98.00 80.00 178.00
125463	2/06	RNOW, INC.	630-09-50101-393-000 630-09-50101-393-000	01/13 PARTS/MATERIAL 01/13 PARTS/MATERIAL ..... CHECK TOTAL	71.47 28.80 100.27
125464	2/06	VIKING ELECTRIC SUPPLY	630-09-50101-235-000 521-09-50101-375-000 521-09-50101-375-000 521-09-50101-375-000 521-09-50101-375-000	01/13 CE ELECTRICAL 01/13 AR ELECTRICAL 01/13 AR ELECTRICAL 01/13 AR ELECTRICAL 01/13 AR ELECTRICAL ..... CHECK TOTAL	38.04 17.75 5.72 2.39 .74 64.64
125465	2/06	COMSYS, INCORPORATED	110-01-51102-215-000 501-09-50101-215-000	2/08-3/07/13 SERVC 2/08-3/07/13 SERVC ..... CHECK TOTAL	38,432.00 9,609.00 48,041.00
125466	2/06	LABOR PAPER, THE	110-01-51303-326-000 110-01-51303-326-000	12/12 SR INSPECTOR 12/12 ELECTRCL INSPC ..... CHECK TOTAL	46.00 40.00 86.00
125467	2/06	KENOSHA NEWS	520-09-50301-327-564	FALL BUS SCHEDULES	3,804.00
125468	2/06	KENOSHA UNIFIED SCHOOL	110-05-55109-221-000	AMECHE ELECTRIC	122.18

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
125469	2/06	OTIS ELEVATOR CO.	633-09-50101-584-000	ELEVATOR REPAIR	9,490.96
125470	2/06	FIRST SUPPLY CO.	521-09-50101-246-000	01/13 AR-SUPPLIES	43.44
			521-09-50101-246-000	01/13 AR-SUPPLIES	23.42
			521-09-50101-246-000	01/13 AR-RETURN SPL	20.02CR
				..... CHECK TOTAL	46.84
125471	2/06	SHOPKO	110-02-52203-382-000	01/13 FD #4 MERCHAND	54.55
125472	2/06	WILLKOMM INC., JERRY	521-09-50101-341-000	01/13 AR FUEL	372.90
125473	2/06	WE ENERGIES	110-03-53109-221-000	#5 12/13-01/16	2,839.67
			110-03-53109-221-000	#5 12/11-01/15	2,227.80
			110-02-52203-221-000	#5 12/09-01/13	1,947.04
			110-03-53109-221-000	#5 12/09-01/13	1,322.21
			110-03-53109-221-000	#5 12/06-01/09	942.10
			110-03-53109-221-000	#5 12/13-01/17	891.39
			110-03-53109-221-000	#5 11/15-12/18	566.97
			110-03-53109-221-000	#5 12/12-01/16	562.61
			110-03-53103-221-000	#5 12/06-01/10	557.31
			110-02-52203-222-000	#5 12/06-01/10	545.79
			110-05-55109-221-000	#5 12/12-01/16	474.99
			110-05-55109-221-000	#5 12/06-01/10	364.87
			110-02-52203-222-000	#5 12/09-01/13	327.40
			110-03-53109-221-000	35 12/06-01/10	215.36
			110-05-55109-221-000	#5 12/11-01/15	190.91
			110-05-55102-221-000	#5 12/11-01/15	148.26
			110-05-55109-222-000	#5 12/06-01/10	136.12
			110-05-55102-221-000	#5 12/10-01/14	95.39
			110-05-55109-221-000	#5 12/07-01/11	94.50
			632-09-50101-221-000	#5 12/12-01/16	47.78
			110-05-55109-221-000	#5 12/13-01/17	39.75
			519-09-50106-221-000	#5 12/06-01/10	32.51
			110-05-55109-221-000	#5 12/05-01/09	21.39
			110-01-51802-222-000	#5 912 35TH PEPSI	18.75
			110-05-55109-221-000	#5 11/11-01/16	10.60
			110-05-55109-222-000	#5 12/10-01/14	10.41
			110-05-55109-221-000	#5 12/10-01/14	9.76
				..... CHECK TOTAL	14,641.64

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
125474	2/06	WE ENERGIES	284-06-50202-259-000	#5523370 UTILITIES	125.30
			286-06-50207-259-000	#5523373 UTILITIES	122.00
			286-06-50208-259-000	#5523375 UTILITIES	121.77
			286-06-50209-259-000	#5523369 UTILITIES	121.22
			286-06-50213-259-000	#5523367 UTILITIES	82.44
				..... CHECK TOTAL	572.73
125475	2/06	WIS DEPT OF ADMINISTRATION	501-09-50101-322-000	7 2013 DOT SPECS	137.00
			631-09-50101-322-000	7 2013 DOT SPECS	102.75
				..... CHECK TOTAL	239.75
125476	2/06	WIS FUEL & HEATING INC	630-09-50101-391-000	01/13 UNLEADED GASOL	21,517.50
			630-09-50101-393-000	01/12 CE LUBRICANTS/	107.25
				..... CHECK TOTAL	21,624.75
125477	2/06	CAMOSY CONSTRUCTION CO., INC	110-00-44804-000-000	PERMIT 8560 26 AVE	90.00
125478	2/06	V & ASSOCIATES	521-09-50101-351-000	SUPER SACK DEICER	5,262.10
125479	2/06	DICKOW & CYZAK TILE CO.	420-11-51102-583-000	INSTALL CARPET	13,663.00
125480	2/06	FABCO EQUIPMENT, INC.	110-03-53103-344-000	REPLACE FLYWHEEL	6,531.45
			110-03-53117-344-000	REPAIR LOADER BUCKT	3,531.58
				..... CHECK TOTAL	10,063.03
125481	2/06	MEDICAL COLLEGE OF WISCONSIN	206-02-52205-219-000	01/13 MED DIRECTOR S	5,543.50
125482	2/06	EWALDS HARTFORD FORD/LINCOLN	405-11-51220-579-000	2013 4WD DUMP TRUCK	69,056.50
125483	2/06	US IDENTIFICATION MANUAL	110-02-52102-322-000	US ID UPDATE SERV	82.50
125484	2/06	BLUELINE.COM	110-01-51303-326-000	P. OFF RECRUITMENT	298.00
125485	2/06	DIGICORP COMMUNICATIONS	110-01-51801-227-000	12/12 RM 302 PHONE	131.25
125486	2/06	OFFICEMAX	110-02-52201-311-000	01/13 FD #2390 OFFC	272.35
			110-01-51601-311-000	01/13 CD #2385 OFFC	135.67
			110-01-52001-311-000	01/13 MC #2389 OFFC	78.64
			521-09-50101-311-000	01/13 AR #2391 OFFC	46.70
			110-02-52201-311-000	01/13 FD #2387 OFFC	35.00
			110-01-51303-311-000	01/13 HR #2386 OFFC	10.57
				..... CHECK TOTAL	578.93

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
125487	2/06	LINCOLN CONTRACTORS SUPPLY	501-09-50105-235-000 501-09-50105-235-000	01/13 SW TOOLS AND S 01/13 SW TOOLS AND S ..... CHECK TOTAL	197.40 30.96 228.36
125488	2/06	GORDIE BOUCHER FORD OF KENO	521-09-50101-344-000	11/12 AR-PARTS/SERV	71.05
125489	2/06	ACCURATE PRINTING CO., INC.	110-02-52103-311-000 110-01-51101-311-000	01/13 PD-#10 REG EPS 01/13 FN-JOURNAL SHT ..... CHECK TOTAL	106.00 75.00 181.00
125490	2/06	TRUGREEN	407-11-51202-219-000	EAB TREATMENT	190.50
125491	2/06	AMERICAN TEST CENTER	110-02-52203-259-000	TESTING TRUCK 4	575.00
125492	2/06	UNITED HOSPITAL SYSTEM	110-02-52102-219-000 110-02-52102-219-000 110-02-52102-219-000 110-02-52102-219-000 110-02-52102-219-000	13-002659 RECORDS 13-006214 RECORDS 13-005625 RECORDS 13-002850 RECORDS 13-005625 RECORDS ..... CHECK TOTAL	121.82 111.02 72.16 69.88 67.60 442.48
125493	2/06	UNISOURCE WORLDWIDE	630-09-50101-393-000	PAPER PRODUCTS	6,840.98
125494	2/06	LAKESIDE INTERNATIONAL TRUCK	405-11-51220-579-000 405-11-51220-579-000 110-03-53103-344-000 501-09-50106-344-000 405-11-51220-579-000	PLATFORM TRUCK OPTION #1 INSTALL NEW ECM ENG INTAKE AIR HTR OPTION #2 ..... CHECK TOTAL	82,717.00 1,575.00 1,257.95 1,176.21 1,100.00 87,826.16
125495	2/06	HUMANA CLAIMS	611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527	01/31/13 MED CLAIMS 02/01/13 MED CLAIMS 02/05/13 MED CLAIMS 02/04/13 PHARMACY 02/05/13 PHARMACY 01/31/13 PHARMACY 02/01/13 PHARMACY ..... CHECK TOTAL	177,031.10 100,737.78 8,030.84 7,664.67 4,148.54 960.26 920.46 299,493.65
125496	2/06	PAGEL HYDRAULIC SERVICE	630-09-50101-393-000 630-09-50101-393-000	01/13 SERVICES/PART 01/13 SERVICES/PART ..... CHECK TOTAL	1,013.00 562.00 1,575.00

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125497	2/06	ELITE K-9, INC.	110-02-52103-381-000	K9 SUPPLIES	318.30
125498	2/06	FRONTIER	110-02-52203-225-000	1/22-2/21 FIRE	41.66
125499	2/06	GFOA	110-01-51101-219-000	2013 BUDGET AWARD	550.00
125500	2/06	BARNES DISTRIBUTION	520-09-50201-347-000	01/13 SHOP SUPPLIES	155.68
125501	2/06	REGISTER OF DEEDS	631-09-50101-311-000	12/12 DOCUMENTS	17.00
125502	2/06	BIO-TRON INC.	206-02-52205-235-000	MAINT CONTRACT	3,800.00
125503	2/06	CLEARCOM, INC.	411-11-51102-539-000	VIDEO CAPTURE ISSUE	335.00
125504	2/06	WIS CONCRETE PAVEMENT ASSOC	631-09-50101-264-000	2/13-14 WORKSHOP	290.00
125505	2/06	AMERICAN HYDRAULICS	630-09-50101-393-000	REBUILT VALVE	2,985.00
			630-09-50101-393-000	REBUILT CYLINDERS	2,008.00
			630-09-50101-393-000	01/13 #2241 PARTS/SE	740.00
				..... CHECK TOTAL	5,733.00
125506	2/06	DUECO, INC	501-09-50106-344-000	REPAIR BOOM SUPPORT	2,339.28
125507	2/06	ABR INC.	524-05-50101-579-000	SKI TRAIL GROOMER	6,254.00
125508	2/06	ENGELHART MOTORSPORTS CO	524-05-50101-579-000	2012 ARCTIC CAT	11,699.00
			524-05-50101-579-000	DNR REGISTRATION	5.00
				..... CHECK TOTAL	11,704.00
125509	2/06	PRELUDIO STRINGS	222-09-50101-259-908	2/09/13 MUSEUM	750.00
125510	2/06	NORTON, JENNY	110-00-45106-000-000	WITNESS FEES PAID	77.00
125511	2/06	WAUSAU EQUIPMENT CO.	630-09-50101-393-000	TRIP WINGS	5,629.75
125512	2/06	MENARDS (KENOSHA)	110-05-55109-357-000	01/13 PA MERCHANDISE	199.70
			110-05-55109-357-000	01/13 PA MERCHANDISE	199.70
			206-02-52205-382-000	01/13 FD #1 MERCHAND	168.74
			110-05-55109-246-000	01/13 PA MERCHANDISE	111.18
			110-03-53116-382-000	01/13 WA MERCHANDISE	53.53
			501-09-50105-355-000	11/12 SW MERCHANDISE	44.55
			110-05-55109-246-000	01/13 PA MERCHANDISE	30.41
			110-02-52203-344-000	01/12 FD #4 MERCHAND	21.94
			520-09-50201-246-000	01/13 TD MERCHANDISE	19.92
			206-02-52205-344-000	01/12 FD #4 MERCHAND	10.97
			110-03-53110-389-000	01/13 ST MERCHANDIS	9.95
			110-03-53109-389-000	01/13 ST MERCHANDISE	4.14
				..... CHECK TOTAL	874.73

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
125513	2/06	DELL COMPUTERS	110-02-52103-311-000	TONER CARTRIDGE	195.99
			110-02-52103-311-000	TONER CARTRIDGE	195.99
			110-02-52103-311-000	WASTE CONTAINER	22.99
				..... CHECK TOTAL	414.97
125514	2/06	SUTPHEN CORPORATION	110-02-52203-344-000	01/13 PARTS & SERVIC	22.20
125515	2/06	WIS EMERGENCY MGMT/SERV	630-09-50101-235-000	2013 ANNUAL FEE	485.00
125516	2/06	CHASE BANK-DTC	307-00-41150-000-000	SERIES 2007 GO BOND	450,000.00
			307-00-41150-000-000	SERIES 2007 GO BONDS	83,812.50
				..... CHECK TOTAL	533,812.50
125517	2/06	ALARM DETECTION SYSTEMS INC	110-01-51801-246-000	ALARM DETECTION SERV	3,451.44
125518	2/06	AUTO GLASS SPECIALISTS, INC.	110-02-52103-344-000	FL 3200 REPAIR	236.89
125519	2/06	NATIONAL ELEVATOR INSP SVS	110-01-51801-242-000	ANNUAL INSPECTION	95.00
125520	2/06	GATEWAY TECH COLLEGE	110-02-52107-264-000	3 REG FEE 10/30-11/1	633.06
			110-02-52107-264-000	REG FEE 10/15-20	347.60
				..... CHECK TOTAL	980.66
125521	2/06	CMRS/PITNEY BOWES	110-01-51306-312-000	1/29/13 WIRE TRANS	10,000.00
125522	2/06	MILWAUKEE SPRING &	630-09-50101-393-000	01/13 #2446 PARTS &	730.68
125523	2/06	WISCONSIN PARK AND	110-05-55109-323-000	WARNOCK DURKEE	130.00
			110-05-55101-323-000	WARNOCK DURKEE	130.00
				..... CHECK TOTAL	260.00
125524	2/06	PROCESSWORKS INC.	110-00-21578-000-000	12/12 EXPENSES	2,495.42
			110-00-21578-000-000	1/29/13 CHECK RE	25.00
				..... CHECK TOTAL	2,520.42
125525	2/06	NRPA	110-05-55101-323-000	2013 MEMBERSHIP	600.00
125526	2/06	MUNCIE TRANSIT SUPPLY	520-09-50201-347-000	01/13 TRANSIT COACH	35.18
125527	2/06	AIRGAS NORTH CENTRAL	110-05-55109-235-000	12/12 PA-INDSTL GAS	60.21
			520-09-50201-317-000	12/12 TD-INDSTL GAS	53.20
				..... CHECK TOTAL	113.41

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
125528	2/06	RAY ALLEN MANUFACTURING CO	110-02-52103-381-000	K9 SUPPLIES	1,451.10
125529	2/06	DESIGN CLEANING SERVICES INC	633-09-50101-246-000	CIVIC CENER CARPET	150.00
125530	2/06	LABAHN, JEFFREY B	110-01-51601-219-000	REPLENISH	90.00
			110-00-49111-000-000	REPLENISH	30.00
			110-01-51601-311-000	REPLENISH	13.55
			110-01-51601-261-000	REPLENISH	12.00
				..... CHECK TOTAL	145.55
125531	2/06	DOUBLE D CONSTRUCTION INC	286-06-50207-259-000	#5523954 GUTTER	320.00
			286-06-50209-259-000	#5523958 GUTTER	275.00
			286-06-50208-259-000	#5523955 GUTTER	275.00
			284-06-50202-259-000	#5523953 GUTTER	225.00
				..... CHECK TOTAL	1,095.00
125532	2/06	WE ENERGIES	461-11-51201-581-000	4717 36 AV-GAS RMVL	1,024.00
125533	2/06	STATE OF WISCONSIN	521-09-50101-219-000	AR-PERMITS/OPERATE	100.00
125534	2/06	APEX ALARM SYSTEMS INC.	110-02-52101-219-000	ANNUAL MONITORING	443.40
125535	2/06	HEALTHPORT	110-09-56405-161-000	1/18/13 W/C	21.44
125536	2/06	AURORA HEALTH CARE	110-01-51303-216-000	01/13 SCREENS	408.00
			520-09-50101-216-000	01/13 SCREENS	207.00
			110-09-56405-161-000	1/23/13 W/C	41.65
				..... CHECK TOTAL	656.65
125537	2/06	OCCUCARE SYSTEMS & SOLUTION	110-09-56405-161-000	12/10-13/12 W/C	999.00
			110-09-56405-161-000	12/10/12 W/C	464.07
			110-09-56405-161-000	12/10/12 W/C	442.77
			110-09-56405-161-000	12/12-14/12 W/C	348.70
			110-09-56405-161-000	12/14/12 W/C	294.77
				..... CHECK TOTAL	2,549.31
125538	2/06	NEUROSURGERY & ENDOVASCULAR	110-09-56405-161-000	1/11/13 W/C	38.85
125539	2/06	LGIP LIBRARY	110-00-21804-000-000	2/1/13 WIRE TRANS	346,500.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
125540	2/06	LGIP MUSEUM	110-00-21805-000-000	2/1/13 WIRE TRANS	126,100.00
125541	2/06	FOX WOLF WATERSHED ALLIANCE	501-09-50101-264-000	C AUSTIN 3/05-06	190.00
125542	2/06	STUBBE, ROBIN A	110-00-21904-000-000	BOND/ DUBERSTINE	172.00
125543	2/06	BAD BOYS AUTOMOTIVE REPAIR	110-00-44802-000-000	PENALTY FEE	720.00
125544	2/06	LAMBRECHT, CRAIG	520-00-18704-000-000	2/11-20/13 HAYWARD	234.80
125545	2/06	IWEN, RONALD	520-09-50301-261-000	2012 1858 MILES	1,031.19
			520-09-50301-263-000	2012 1858 MILES	270.14
				..... CHECK TOTAL	1,301.33
125546	2/06	LAMPADA, STEVE	110-02-52107-263-000	1/14-18 FRANKLIN	40.00
125547	2/06	DEJONGE, DANIEL R	110-02-52102-263-000	1/31/13 CHICAGO	12.00
125548	2/06	WASHINGTON, AL	110-01-50901-261-000	01/13 301 MILES	170.07
125549	2/06	CRUEY, EDWARD	110-01-50901-261-000	01/13 178 MILES	100.57
125550	2/06	GIANNOLA, LEONARD P.	110-02-52102-263-000	1/31/13 CHICAGO	12.00
125551	2/06	ZUNKER, BETTY J	501-09-50103-263-000	1/23-25 WIS DELLS	198.00
			501-09-50103-261-000	1/23-25 WIS DELLS	169.50
				..... CHECK TOTAL	367.50
125552	2/06	VOS, JOHN	110-01-51303-144-000	2012 FALL TUITION	1,087.73
125553	2/06	MURPHY, PAUL	110-00-21905-000-000	REISSUE CK #119159	100.00
125554	2/06	PORTER, MARK	520-00-18704-000-000	2/11-14 HAYWARD	297.80
125555	2/06	NICHOLS, PAMELA	524-05-50101-397-000	REPLC STOCK/FREEZER	41.26
125556	2/08	BOBCAT PLUS INC	501-09-50105-282-000	TRACK LOADER RENT	800.00
125557	2/08	NEW FLYER	520-09-50201-347-000	01/13-TD BUS PARTS	1,046.48

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT	
125558	2/08	CHESTER ELECTRONICS SUPPLY	520-09-50201-347-000 110-03-53109-375-000	01/13 TD PARTS & MAT 01/13 ST PARTS & MAT ..... CHECK TOTAL	38.24 3.18 41.42	
125559	2/08	KENOSHA CO HEALTH DIVISION	110-02-52102-219-000 110-04-54101-252-000	2012 CHEMIST SAL/BNF 02/13 HEALTH SERVC ..... CHECK TOTAL	57,304.17 53,668.08 110,972.25	
125560	2/08	HWY C SERVICE	501-09-50105-367-000	HELMETS/CHAPS	241.35	
125561	2/08	INTERSTATE ELECTRIC SUPPLY	520-09-50201-246-000 521-09-50101-375-000 521-09-50101-375-000 110-03-53116-246-000 110-03-53117-246-000 110-05-55109-248-000 110-05-55109-248-000 110-05-55109-248-000 110-05-55109-248-000 110-03-53109-375-000 501-09-50105-241-000 110-03-53103-241-000 110-03-53109-375-000 110-05-55109-246-000 110-03-53109-375-000	01/13-TD ELECTRICAL 01/13-AR ELECTRICAL 01/13-AR ELECTRICAL 01/13-WA ELECTRICAL 01/13-WA ELECTRICAL 01/13-PA ELECTRICAL 01/13-PA ELECTRICAL 01/13-PA ELECTRICAL 01/13-PA ELECTRICAL 01/13-ST ELECTRICAL 01/13-SW ELECTRICAL 01/13-ST ELECTRICAL 01/13-WA ELECTRICAL 01/13-PA ELECTRICAL 01/13-ST ELECTRICAL	249.90 122.46 79.52 65.47 64.02 47.04 34.81 17.40 15.63 12.40 12.40 7.84 4.66 1.42 ..... CHECK TOTAL	734.97
125562	2/08	KEN-CRETE PRODUCTS CO., INC.	501-09-50105-355-000	01/13-CONCRETE/MATER	551.20	
125563	2/08	KENOSHA JOINT SERVICES	110-02-52111-251-000 110-02-52202-251-000	01/13 JOINT SERVICES 01/13 JOINT SERVICES ..... CHECK TOTAL	226,790.80 56,697.70 283,488.50	
125564	2/08	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000 110-00-21562-000-000 110-00-21562-000-000	02/08/13 CITY HRLY 02/08/13 WATER HRLY 02/08/13 MUSEUM HRLY ..... CHECK TOTAL	12,318.06 3,968.87 25.00 16,311.93	
125565	2/08	KENOSHA CO HUMANE SOCIETY	110-04-54102-254-000 110-04-54102-254-000	02/13 ANIMAL CONTRL 01/13 ANIMAL CONTROL ..... CHECK TOTAL	11,689.78 11,689.78 23,379.56	

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
125566	2/08	KENOSHA NEWS	110-01-51303-326-000	01/13 SR INSPECTOR	183.43
			110-01-51303-326-000	01/13 POLICE OFFCR	159.12
			110-01-51303-326-000	01/13 ASST ATTORNEY	155.38
			110-01-50101-321-000	01/13 CVS LIQ LIC	46.46
			110-00-21104-000-000	01/13 DD'S BAR	43.35
				..... CHECK TOTAL	587.74
125567	2/08	MONROE TRUCK EQUIPMENT	630-09-50101-393-000	01/13-SE#3012 PARTS	247.00
			630-09-50101-393-000	01/13-SE#3203 RETURN	242.00CR
				..... CHECK TOTAL	5.00
125568	2/08	OTIS ELEVATOR CO.	110-01-51801-242-000	ELEVATOR SERVICE	8,932.65
125569	2/08	RODE'S CAMERA	110-02-52204-388-000	12/12 FD SUPPLIES/PR	104.65
			501-09-50103-388-000	12/12 SW SUPPLIES/PR	89.95
			110-02-52204-385-000	12/12 FD SUPPLIES/PR	79.98
				..... CHECK TOTAL	274.58
125570	2/08	TRAFFIC & PARKING CONTROL CO	420-11-51207-589-825	ADD'L OPTICOM PURCH	19,459.57
			630-09-50101-393-000	1" VINYL LETTERS/	143.68
			630-09-50101-393-000	3" VINYL LETTERS	21.00
				..... CHECK TOTAL	19,624.25
125571	2/08	WIS DEPT OF REVENUE	110-00-21512-000-000	1/16-31/13 DEDUCTS	104,234.98
125572	2/08	WE ENERGIES	110-03-53109-221-000	#6 12/19-01/23	3,889.19
			110-03-53109-221-000	#6 12/18-01/22	3,559.91
			110-03-53109-221-000	#6 12/20-01/24	2,746.66
			633-09-50101-221-000	#6 11/20-12/21	2,453.37
			110-05-55109-221-000	#6 12/16-01/20	2,232.42
			110-03-53103-221-000	#6 11/20-12/26	1,972.21
			110-03-53116-221-000	#6 12/17-01/21	1,514.57
			632-09-50101-221-000	#6 11/20-12/26	1,492.48
			110-02-52203-221-000	#6 12/21-01/25	1,431.08
			110-03-53109-221-000	#6 12/16-01/20	1,417.93
			522-05-50102-221-000	#6 12/16-01/20	1,397.25
			110-05-55109-222-000	36 11/21-12/25	1,327.59
			110-03-53109-221-000	#6 12/18-01/21	1,062.01
			110-05-55106-222-000	#6 12/19-01/23	958.61
			461-11-51201-581-000	#6 12/20-01/24	913.48
			110-03-53109-221-000	#6 12/17-01/21	811.58
			110-05-55111-221-000	#6 12/17-01/21	565.01
			110-05-55109-221-000	#6 12/17-01/21	506.05
			110-03-53109-221-000	#6 11/20-12/25	409.39
			461-11-51201-581-000	#6 12/20-01/24	408.71
			110-03-53109-221-000	#6 12/18-01/23	360.32
			110-05-55111-222-000	#6 12/18-01/22	307.76
			110-03-53103-221-000	#6 12/20-01/24	284.59
			110-05-55109-221-000	#6 12/19-01/23	165.76

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-03-53117-221-000	#6 12/17-01/21	156.56
			110-05-55109-222-000	#6 12/16-01/20	104.73
			519-09-50103-221-000	#6 12/20-01/24	88.22
			110-05-55109-221-000	#6 12/18-01/22	85.16
			110-05-55109-222-000	#6 12/20-01/24	57.32
			110-05-55109-221-000	#6 12/20-01/24	21.37
			110-05-55109-221-000	#6 11/13-01/20	11.24
			522-05-50102-222-000	#6 12/16-01/20	10.53
				..... CHECK TOTAL	32,723.06
125573	2/08	WE ENERGIES	758-09-50108-259-851	12/20-1/24/13 UTILS	98.58
			758-09-50107-259-851	12/20-1/24/13 UTILS	93.42
				..... CHECK TOTAL	192.00
125574	2/08	TRAK ENGINEERING, INC.	520-09-50201-246-000	SERVICE CALL	1,250.63
125575	2/08	LEITCH PRINTING CORPORATION	205-03-53118-311-000	01/13-RECYCLE CALEND	1,454.36
125576	2/08	UNITED STATES TREASURY	110-00-21581-000-000	2/08/13 BOGDANOVICH	20.00
125577	2/08	WIS FUEL & HEATING INC	520-09-50106-341-000	01/13-TD DIESEL FUEL	25,222.44
125578	2/08	ZARNOTH BRUSH WORKS, INC.	501-09-50104-344-000	12/12 SWEEPER PARTS/	835.80
			501-09-50104-344-000	01/13 SWEEPER PARTS/	195.00
				..... CHECK TOTAL	1,030.80
125579	2/08	CURTIS INDUSTRIES, INC	630-09-50101-393-000	01/13 CE-FASTENERS	665.56
			630-09-50101-393-000	01/13 CE-FASTENERS-	235.23
			630-09-50101-393-000	01/13 CE #2390 FSTNR	61.78
				..... CHECK TOTAL	962.57
125580	2/08	DON'S AUTO PARTS	630-09-50101-393-000	01/13 SE #2232 PARTS	331.50
			630-09-50101-393-000	01/13 SE #2395 PARTS	188.70
			630-09-50101-393-000	01/13 SE #3090 PARTS	146.42
			630-09-50101-393-000	01/13 SE #2231 PARTS	121.25
				..... CHECK TOTAL	787.87
125581	2/08	FABCO EQUIPMENT, INC.	630-09-50101-393-000	01/13 SE PARTS & MAT	1,817.03
			630-09-50101-393-000	01/13 SE PARTS & MAT	613.10
			630-09-50101-393-000	01/13 SE #1358 PARTS	497.65
			630-09-50101-393-000	01/13 SE PARTS & MAT	128.84
			630-09-50101-393-000	01/13 SE PARTS & MAT	96.64
			630-09-50101-393-000	01/13 SE PARTS & MAT	75.66
			630-09-50101-393-000	01/13 SE CORE RETN	566.34CR
				..... CHECK TOTAL	2,662.58

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
125582	2/08	KENOSHA WATER UTILITY	110-00-21913-000-000 110-00-21914-000-000	1/13 TEMP PERMITS 01/13 BILL COLLECT ..... CHECK TOTAL	12,653.76 4,853.02 17,506.78
125583	2/08	LARK UNIFORM, INC.	110-02-52103-367-000 110-02-52103-367-000 110-02-52103-367-000	01/13-PD#585 UNIFORM 01/13-PD#591 UNIFORM 01/13-PD#581 UNIFORM ..... CHECK TOTAL	357.70 353.70 139.90 851.30
125584	2/08	AT&T	110-02-52203-225-000	01/22-02/21 REPEATR	199.72
125585	2/08	KENOSHA AREA CHAMBER	501-09-50101-264-000	2013 EXPO REG FEE	250.00
125586	2/08	CHASE BANK KENOSHA	110-00-21513-000-000 110-00-21511-000-000 110-00-21612-000-000 110-00-21614-000-000 110-00-21514-000-000	02/08/13 HRLY DEDCT 02/08/13 HRLY DEDCT 02/08/13 HRLY DEDCT 02/08/13 HRLY DEDCT 02/08/13 HRLY DEDCT ..... CHECK TOTAL	19,535.77 11,244.48 7,617.15 2,729.01 2,728.98 43,855.39
125587	2/08	WISCONSIN SCREEN PROCESS, INC	110-02-52203-344-000	01/13-FD IDENTIFIERS	81.99
125588	2/08	NEHER ELECTRIC SUPPLY	630-09-50101-393-000	01/13-SE PHILLIPS LA	869.60
125589	2/08	CHEMSEARCH	110-03-53107-341-000 110-03-53107-341-000	MAXI-LUBE RED #2 MAXI-LUBE RED #2 ..... CHECK TOTAL	1,204.80 781.57 1,986.37
125590	2/08	WIS DEPT OF REVENUE	110-00-21581-000-000	01/13 DEDUCTIONS	825.50
125591	2/08	GARDA CL GREAT LAKES, INC	110-01-51201-219-000	01/13-ARMORED CAR SE	303.39
125592	2/08	LINCOLN CONTRACTORS SUPPLY	501-09-50105-344-000	01/13-SW TOOLS/SUPPL	268.72
125593	2/08	JOHNSON'S PAINTING	414-11-51202-583-000	KITCHEN CABINET	1,200.00
125594	2/08	IMAGE TREND, INC.	206-02-52205-219-000	CAD INTEGRATION	2,500.00
125595	2/08	STRAND ASSOCIATES, INC.	110-03-53117-219-000	12/12 LANDFILL MNTR	482.62

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
125596	2/08	MG TRUST COMPANY	761-09-50101-151-000 761-00-21599-000-000	01/13 PIRO/RIMKUS 01/13 PIRO/RIMKUS ..... CHECK TOTAL	239.60 239.60 479.20
125597	2/08	SOUTHPORT HEATING & COOLING	633-09-50101-241-000	PREVENTATIVE MAINT.	350.00
125598	2/08	UNITED HOSPITAL SYSTEM	110-02-52102-219-000 110-02-52102-219-000	12-133873 RECORDS 13-006056 RECORDS ..... CHECK TOTAL	86.69 72.16 158.85
125599	2/08	MESSERLI & KRAMER P.A.	110-00-21581-000-000	02/08/13 D LARSON	183.13
125600	2/08	JAMES IMAGING SYSTEMS, INC.	110-01-50101-232-000 110-01-50101-232-000 110-01-51601-232-000 110-01-51101-232-000 501-09-50101-232-000 110-01-50901-232-000 110-03-53101-232-000 631-09-50101-232-000 110-01-52001-232-000 501-09-50105-232-000 110-03-53103-232-000	01/13 CT-COPIER MNT 12/12 CT-OVERAGES 12/12 CD-OVERAGES 12/12 FN-OVERAGES 12/12 PW-OVERAGES 12/12 AS-OVERAGES 12/12 PW-OVERAGES 12/12 PW-OVERAGES 12/12 MC-OVERAGES 12/12 ST-OVERAGES 12/12 ST-OVERAGES ..... CHECK TOTAL	502.75 309.15 125.55 121.39 88.97 65.92 44.49 44.47 7.26 .78 .78 1,311.51
125601	2/08	INTERNATIONAL ASSOC OF	110-02-52201-323-000	J THOMSEN	204.00
125602	2/08	LEE PLUMBING, INC.	405-11-51208-589-000 110-01-51801-241-000	EST 3 RE-PIPING 12/12 MB-RM 108 HVAC ..... CHECK TOTAL	3,439.00 215.00 3,654.00
125603	2/08	UNISOURCE WORLDWIDE	110-01-51101-311-000	01/13-FN PAPER PRODU	426.33
125604	2/08	HUMANA CLAIMS	611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527	02/07/13 MED CLAIMS 02/07/13 PHARMACY 02/06/13 MED CLAIMS 02/06/13 PHARMACY ..... CHECK TOTAL	59,414.91 2,849.31 2,185.97 1,064.77 65,514.96
125605	2/08	US CELLULAR	520-09-50401-227-000	01/13 TD-CELL SERVC	3.81

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
125606	2/08	CUMMINS NPOWER, LLC	630-09-50101-393-000	01/13 SE #2992 PARTS	432.88
			520-09-50201-347-000	01/13 TD PARTS/SERVI	374.28
			630-09-50101-393-000	01/13 SE PARTS/SERVI	315.33
			520-09-50201-347-000	01/13 TD PARTS/SERVI	228.65
			520-09-50201-344-000	12/12 TD PARTS/SERVI	145.00
			630-09-50101-393-000	01/13 SE PARTS/SERVI	75.89
			630-09-50101-393-000	01/13 SE PARTS/SERVI	57.57
			630-09-50101-393-000	01/13 SE CREDIT PART	10.09CR
				..... CHECK TOTAL	1,619.51
125607	2/08	PAL STEEL	110-02-52203-344-000	01/13-FD#4 SHEET MET	89.55
			206-02-52205-344-000	01/13-FD#4 SHEET ME	58.80
				..... CHECK TOTAL	148.35
125608	2/08	L & S ELECTRIC INC.	520-09-50401-344-000	REBUILD MOTOR	2,950.00
125609	2/08	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	02/08/13 DEDUCTION	31.45
125610	2/08	ARTHUR J GALLAGHER & CO, INS	110-00-21109-000-000	01/13 EXCESS W/C	76,342.00
125611	2/08	GFOA	110-01-51101-323-000	3 MEMBERSHIPS RNWL	640.00
125612	2/08	MALSACK, J	463-11-51002-219-000	1/13 PRPSL A-SNOW	1,641.60
			463-11-51102-219-000	1/13 PRPSL C-SNOW	1,097.25
			461-11-51201-581-000	1/13 PRPSL B-SNOW	1,075.40
			461-11-51201-581-000	1/13 ADD'L 36 AVE	62.70
				..... CHECK TOTAL	3,876.95
125613	2/08	CRIVELLO-CARLSON	110-09-56405-212-000	9/18-1/21/13 W/C	3,140.66
			520-09-50101-161-000	7/16-1/17/13 W/C	2,628.62
				..... CHECK TOTAL	5,769.28
125614	2/08	ELECTRICAL CONTRACTORS, INC	110-05-55109-219-000	12/12 PA DIAMOND LIG	173.27
125615	2/08	UNITED LABORATORIES, INC	520-09-50401-382-000	PINK MARVEL	680.99
			520-09-50201-382-000	DRAIN TREATMENT	657.60
			520-09-50401-382-000	WEATHER-ZYME CLEANER	268.80
			520-09-50201-382-000	FLOOR FINISH	143.08
				..... CHECK TOTAL	1,750.47

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
125616	2/08	SHINDLER TIRE RECYCLING LLC	205-03-53118-219-000	01/13-TIRE RECYCLING	900.00
125617	2/08	JOHNSON BANK	110-00-21532-000-000 110-00-21532-000-000	02/08/13 CITY HRLY 02/08/13 WATER HRLY ..... CHECK TOTAL	825.00 609.62 1,434.62
125618	2/08	RACK'M UP EQUIPMENT DIST	632-09-50101-575-000 632-09-50101-575-000	REPAIR LIFTS INGROUND LIFT REPAIR ..... CHECK TOTAL	13,677.00 6,514.00 20,191.00
125619	2/08	CLIFTON LARSON ALLEN	110-01-50701-211-000	Y/E 2011 FINAL	8,500.00
125620	2/08	FASTENAL COMPANY	110-03-53103-389-000 110-03-53103-344-000 630-09-50101-393-000 110-03-53107-344-000 520-09-50201-347-000 110-03-53103-389-000	01/13 ST TOOLS/MATER 01/13 ST TOOLS/MATER 01/13 SE TOOLS/MATER 01/13 ST TOOLS/MATER 01/13 TD TOOLS/MATER 01/13 ST TOOLS/MATER ..... CHECK TOTAL	245.66 118.80 49.41 26.29 4.00 2.89 447.05
125621	2/08	HUMANA SPECIALTY BENEFITS	110-00-21538-000-000 110-00-21538-000-000	01/13 DEDUCTIONS 12/12 DEDUCTIONS ..... CHECK TOTAL	223.70 223.70 447.40
125622	2/08	CARQUEST AUTO PARTS	520-09-50201-347-000 520-09-50201-347-000	01/13 TD PARTS/MATER 01/13 TD PARTS/MATER ..... CHECK TOTAL	681.16 6.72 687.88
125623	2/08	AMERICAN PLANNING ASSOC(APA)	110-01-51601-264-000	4/13-17 J LABAHN	745.00
125624	2/08	NIELSEN MADSEN & BARBER SC	405-11-51208-589-000 405-11-51208-589-000	CONTINGENCY SPLASHPAD ..... CHECK TOTAL	3,040.30 1,494.86 4,535.16
125625	2/08	CDW-G	110-02-52103-311-000 110-02-52103-311-000 110-02-52203-363-000	BLACK TONER BLACK TONER EXTERNAL HARD DRIVE ..... CHECK TOTAL	1,500.00 892.00 151.90 2,543.90
125626	2/08	DUECO, INC	630-09-50101-393-000	01/13 SE-PARTS/MTRLS	724.98

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
125627	2/08	MOHAWK MFG. & SUPPLY CO.	520-09-50201-347-000	01/13-TD BUS PARTS	60.28
125628	2/08	PROFESSIONAL SERVICE IND, INC	405-00-46907-713-000	PRE-DEMO ALFORD WHSE	2,130.00
125629	2/08	CHEMREPORT	420-11-51212-219-000	SITE ASSESSMENT	1,995.00
125630	2/08	CHAPTER 13 TRUSTEE	110-00-21581-000-000	02/08/13 GUTIERREZ	323.00
			110-00-21581-000-000	02/08/13 G GRANADO	104.00
			110-00-21581-000-000	02/08/13 D YOUNG	76.50
				..... CHECK TOTAL	503.50
125631	2/08	USA PAYDAY LOANS	110-00-21581-000-000	02/08/13 DEDUCTION	43.04
125632	2/08	CENTRAL SAW AND MOWER	110-05-55109-344-000	11/12 PA PARTS	34.62
125633	2/08	TENNANT COMPANY	630-09-50101-393-000	SWEEPER FILTER	428.20
125634	2/08	MENARDS (KENOSHA)	110-03-53107-344-000	01/13-ST MERCHANDISE	211.03
			110-05-55109-246-000	01/13-PA MERCHANDISE	111.89
			501-09-50105-344-000	01/13-SW MERCHANDISE	67.05
			110-03-53103-344-000	01/13-ST MERCHANDISE	39.39
				..... CHECK TOTAL	429.36
125635	2/08	UKE'S HARLEY-DAVIDSON/BUELL	110-02-52103-365-000	HELMETS	253.11
			110-02-52103-365-000	GAUNTLET GLOVES	100.00
			110-02-52103-365-000	GAUNTLET GLOVES	100.00
			110-02-52103-365-000	AIRFLOW GLOVES	45.00
			110-02-52103-365-000	AIRFLOW GLOVES	45.00
				..... CHECK TOTAL	543.11
125636	2/08	WIS SCTF	110-00-21581-000-000	02/08/13 DEDUCTIONS	638.51
125637	2/08	NATIONAL ELEVATOR INSP SVS	521-09-50101-219-000	AR-ROUTINE INSPECT	150.00
125638	2/08	ACCURINT	110-02-52101-219-000	12/12 PD SEARCHES/LO	89.75
125639	2/08	FABCO RENTS	501-09-50105-282-000	01/13 SW EQUIPMENT R	231.50
125640	2/08	CLEANCO	633-09-50101-243-000	01/13 JANITORIAL SRV	970.25

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
125641	2/08	WAIC MEMBERSHIP	110-02-52204-323-000	P RYAN RENEWAL	15.00
125642	2/08	FOX VALLEY CHEMICAL CO	110-02-52203-382-000 110-02-52203-382-000	01/13 FD #4 CONSUMAB 01/13 FD #4 CONSUMAB ..... CHECK TOTAL	383.90 65.60 449.50
125643	2/08	PROCESSWORKS INC.	110-00-21578-000-000 110-00-21578-000-000	12/12 EXPENSES 02/05/13 CHECK REG ..... CHECK TOTAL	600.00 200.00 800.00
125644	2/08	FLANNERY FIRE PROTECTION INC	501-09-50105-246-000 110-03-53103-246-000	INSPECTION INSPECTION & MAINT. ..... CHECK TOTAL	138.08 138.08 276.16
125645	2/08	AIRGAS NORTH CENTRAL	520-09-50201-317-000 110-03-53103-355-000 110-03-53103-355-000 520-09-50401-317-000	01/13 TD-INDSTL GAS 01/13 ST-INDSTL GAS 01/13 ST-INDSTL GAS 01/13 TD-INDSTL GAS ..... CHECK TOTAL	94.52 34.48 24.43 21.28 174.71
125646	2/08	GANDER MOUNTAIN	110-02-52103-365-000	01/13 SUPPL/EQUIPMT	48.94
125647	2/08	TACTRON INC	110-02-52206-366-000 110-02-52206-366-000	ENGRAVED P.A.S.S. NAME TAG SET ..... CHECK TOTAL	70.48 19.50 89.98
125648	2/08	KUPFER LAW OFFICES	110-01-52001-219-000	SUB JUDGE 1/24-25	300.00
125649	2/08	CUSTOM RESTORATION	630-09-50101-579-000 630-09-50101-579-000	FUEL CANOPY WORK FUEL CANOPY WORK ..... CHECK TOTAL	3,510.00 925.00 4,435.00
125650	2/08	WIS SUPREME COURT	110-01-52001-264-000	RENEWAL 5/13-4/14	625.00
125651	2/08	GENESIS CHIROPRACTIC CLINIC	110-09-56405-161-000	12/12/12 W/C	25.00
125652	2/08	FROEDTERT MEMORIAL HOSPITAL	110-09-56405-161-000	10/9/12 W/C	243.72
125653	2/08	KINEX MEDICAL COMPANY	110-09-56405-161-000	10/10/12 W/C	910.20

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
125654	2/08	MEDICAL COLLEGE OF WISCONSIN	110-09-56405-161-000	10/9/12 W/C	13,013.00
125655	2/08	AURORA HEALTH CARE	110-09-56405-161-000	11/2-19/12 W/C	1,273.70
			110-01-51303-216-000	01/13 SCREENS	500.00
			110-01-51303-216-000	01/13 SCREENS	250.00
			110-01-51303-216-000	01/13 SCREENS	250.00
			110-02-52103-219-000	12/12 SCREENS	170.00
				..... CHECK TOTAL	2,443.70
125656	2/08	HEALTH SYSTEMS INTERNATIONAL	110-09-56405-161-000	12/1-31/12 W/C	2,941.04
125657	2/08	GENEX SERVICES INC	110-09-56405-161-000	1/3-25/13 W/C	505.90
			110-09-56405-161-000	1/3-17/13 W/C	486.24
				..... CHECK TOTAL	992.14
125658	2/08	OCCUCARE SYSTEMS & SOLUTION	110-09-56405-161-000	12/11-12/12 W/C	1,131.14
			110-09-56405-161-000	12/3-4/12 W/C	994.07
			110-09-56405-161-000	10/5-11/12 W/C	852.00
			110-09-56405-161-000	12/12/12 W/C	99.07
			110-09-56405-161-000	12/4/12 W/C	99.07
				..... CHECK TOTAL	3,175.35
125659	2/08	FIREHOUSE PERFORMANCE	110-02-52103-344-000	12/12 PD TIRES AND S	15.00
125660	2/08	KRUEGER, TIMOTHY	110-00-44709-000-000	BARTEND LICENSE	50.00
125661	2/08	WDATCP	520-09-50201-389-000	MOBILE A/C REGIS	120.00
125662	2/08	NIFTY THRIFTY SHOP, LLC	110-00-44715-000-000	SECONDHAND DEALER	27.50
125663	2/08	FRESCA MARKET KENOSHA	110-00-21109-000-000	CLASS A BEER LICENSE	84.00
125664	2/08	GERMAIN, KEMBALI T	110-00-44709-000-000	BARTENDER LICENSE	50.00
125665	2/08	TYLER, JOHN W	110-00-44708-000-000	TAXI DRIVER LICENSE	5.00
125666	2/08	MAXEY, PAUL R	110-00-44708-000-000	TAXI DRIVER LICENSE	5.00
125667	2/08	GONZALEZ, DIANA X	110-00-44709-000-000	BARTENDER LICENSE	50.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
125668	2/08	SHREE OM ENTERPRISES	110-00-44204-000-000	CLASS A LIQUOR	225.00
125669	2/08	FREITAG, JAMES	110-00-21109-000-000	ICMA ROTH OVERPAY	200.00
125670	2/08	BLISE, PAULA	110-01-51601-261-000	01/13 739 MILES	417.54
125671	2/08	SALAS, DEBRA	110-01-51901-263-000	VOL MTG EXP	100.66
125672	2/08	SWARTZ, MARTHA E.	110-01-51601-261-000	01/13 257 MILES	145.21
125673	2/08	MIKOLAS, KEVIN	110-01-51601-261-000	01/13 539 MILES	304.54
125674	2/08	CHIAPPETTA, LOUIS	110-01-51601-261-000	01/13 255 MILES	144.08
125675	2/08	NORD, SARAH	110-02-52103-263-000	01/31/13 WINNEBAGO	12.00
			110-02-52103-341-000	01/31/13 WINNEBAGO	8.75
				..... CHECK TOTAL	20.75
125676	2/08	PATTON, PATRICK	110-09-56405-166-000	1/17-2/13/13 PPD	1,208.00
			110-02-52102-367-000	2013 UNIFORM ALLOW	366.67
				..... CHECK TOTAL	1,574.67
125677	2/08	DUMKE, JOHN E.	110-01-51601-261-000	01/13 272 MILES	153.68
125678	2/08	PACETTI, FRANK	110-01-51301-232-000	OFFICE MICROWAVE	67.98
125679	2/08	SANCHEZ, MARGARITO	110-01-51601-261-000	01/13 367 MILES	207.36
125680	2/08	BONDS, CHRISTOPHER	110-02-52103-263-000	01/31/13 WINNEBAGO	12.00
125681	2/08	HASSLER, MARK	520-09-50202-246-000	POWER SUPPLY UNIT	69.89
125682	2/13	CARDINAL HEALTH	206-02-52205-318-000	01/13 FD MEDICAL SUP	735.43
			206-02-52205-318-000	01/13 FD MEDICAL SUP	681.14
			206-02-52205-318-000	01/13 FD MEDICAL SUP	115.88
				..... CHECK TOTAL	1,532.45
125683	2/13	FIRST SUPPLY CO.	521-09-50101-246-000	01/13 AR SUPPLIES AN	13.69
125684	2/13	WE ENERGIES	758-09-50110-259-853	12/16-1/28/13 UTILS	126.64

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
125685	2/13	SOUTHPORT VACUUM	110-05-55109-382-000	VACUUM BAGS	15.90
125686	2/13	ALLEN PRECISION EQUIPMENT	501-09-50101-311-000	LEVEL BOOKS	297.98
125687	2/13	WIS FUEL & HEATING INC	630-09-50101-392-000	01/13-SE DIESEL FUEL	25,085.00
125688	2/13	CURTIS INDUSTRIES, INC	630-09-50101-393-000	01/13 SE FASTENERS-V	304.46
125689	2/13	GOODYEAR TIRE & RUBBER CO.	520-09-50106-346-000	12/12-TD TIRE LEASE	3,734.58
125690	2/13	A & R DOOR SERVICE	501-09-50105-246-000	01/13 SW DOOR REPAIR	385.00
			501-09-50105-246-000	01/13 SW DOOR REPAIR	227.75
				..... CHECK TOTAL	612.75
125691	2/13	BATTERIES PLUS LLC	630-09-50101-393-000	01/13 SE #2004 BATTE	200.19
			110-02-52103-385-000	01/13 PD BATTERIES &	130.49
				..... CHECK TOTAL	330.68
125692	2/13	OFFICEMAX	110-02-52201-311-000	01/13-FD#2397 OFFICE	316.10
			110-02-52103-311-000	01/13-PD#2392 OFFICE	303.22
			110-01-51101-311-000	01/13-FN#2395 OFFICE	299.18
			110-01-51102-311-000	01/13-DP#2393 OFFICE	124.59
			110-01-51102-311-000	01/13-DP#2393 OFFICE	100.44
			110-03-53103-311-000	01/13-ST#2402 OFFICE	97.92
			110-01-51101-311-000	01/13-FN#2399 OFFICE	64.02
			110-02-52201-311-000	01/13-FD#2403 OFFICE	30.02
			110-01-51301-311-000	01/13-AD#2401 OFFICE	21.58
			110-01-51101-311-000	01/13-FN#2395 RETURN	12.89CR
				..... CHECK TOTAL	1,344.18
125693	2/13	PREISS, IRENE	110-02-52203-165-000	02/13 BENEFITS	410.53
125694	2/13	ZAK, PAUL	110-02-52203-165-000	02/13 BENEFITS	861.97
125695	2/13	LINCOLN CONTRACTORS SUPPLY	501-09-50105-344-000	01/13-SW TOOLS/SUPPL	129.43
125696	2/13	VERMEER SALES & SERVICE	630-09-50101-393-000	01/13-SE#2308 PARTS/	922.34
125697	2/13	HUMANA CLAIMS	611-09-50101-155-527	02/08 MED CLAIMS	34,514.00
			611-09-50101-155-527	02/12 MED CLAIMS	22,300.24
			611-09-50101-155-527	02/11 MED CLAIMS	9,506.88
			611-09-50101-155-527	02/11 PHARMACY	6,091.76
			611-09-50101-155-527	02/08 PHARMACY	5,087.08
			611-09-50101-155-527	02/12 PHARMACY	942.41
				..... CHECK TOTAL	78,442.37

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
125698	2/13	RUEKERT & MIELKE, INC.	405-11-51205-589-000	9/08-10/05 DREDGING	1,351.93
			405-11-51205-589-000	11/03-30 ADD'L SERVI	1,046.82
			405-11-51205-589-000	9/08-10/05 DREDGING	275.19
				..... CHECK TOTAL	2,673.94
125699	2/13	HUMANA INSURANCE CO	611-09-50101-155-517	02/13 PREMIUM	94,587.08
			611-09-50101-155-518	02/13 PREMIUM	31,514.96
			611-09-50101-155-519	02/13 PREMIUM	3,781.12
			611-09-50101-155-518	02/13 PREMIUM	2.72
			611-09-50101-155-519	02/13 PREMIUM	4.48CR
			611-09-50101-155-518	02/13 PREMIUM	27.20CR
			611-09-50101-155-518	02/13 PREMIUM	37.34CR
			611-09-50101-155-517	02/13 PREMIUM	112.07CR
			611-09-50101-155-518	02/13 PREMIUM	6,344.03CR
				..... CHECK TOTAL	123,360.76
125700	2/13	WFCA FIRE SERVICE BOOKSTORE	206-02-52205-322-000	01/13-FD TRAINING BO	175.80
125701	2/13	BARNES DISTRIBUTION	520-09-50201-347-000	01/13-TD SHOP SUPPLI	460.04
125702	2/13	BOGDALA, DAVID	110-01-50101-265-000	02/13 REIMBURSE	130.00
125703	2/13	HAUGAARD, ERIC	110-01-50101-265-000	02/13 REIMBURSE	130.00
125704	2/13	JULIANA, PATRICK	110-01-50101-265-000	02/13 REIMBURSE	130.00
125705	2/13	KENNEDY, ANTHONY	110-01-50101-265-000	02/13 REIMBURSE	130.00
125706	2/13	LAMACCHIA, ROCCO	110-01-50101-265-000	02/13 REIMBURSE	130.00
125707	2/13	MICHALSKI, JAN	110-01-50101-265-000	02/13 REIMBURSE	88.00
125708	2/13	OHNSTAD, TOD	110-01-50101-265-000	02/13 REIMBURSE	130.00
125709	2/13	ORTH, MICHAEL	110-01-50101-265-000	02/13 REIMBURSE	130.00
125710	2/13	PROZANSKI, DANIEL	110-01-50101-265-000	02/13 REIMBURSE	130.00
125711	2/13	RUFFOLO, G JOHN	110-01-50101-265-000	02/13 REIMBURSE	130.00

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
125712	2/13	MARTIN PETERSEN COMPANY, INC.	520-09-50201-246-000	P.M. PROGRAM	1,404.00
125713	2/13	ALUMITANK INC	630-09-50101-393-000	01/13 SE ALUMINUM FU	990.25
125714	2/13	GORDON, SCOTT	110-01-50101-265-000	02/13 REIMBURSE	130.00
125715	2/13	ROSENBERG, KEITH	110-01-50101-265-000	02/13 REIMBURSE	130.00
125716	2/13	SCHWARTZ, CHRISTINE	110-01-50101-265-000	02/13 REIMBURSE	130.00
125717	2/13	AMERICAN HYDRAULICS	630-09-50101-393-000	01/13 #2215 PARTS/SE	2,258.00
			630-09-50101-393-000	01/13 #2064 PARTS/SE	740.00
				..... CHECK TOTAL	2,998.00
125718	2/13	NYBERG TROPHIES & AWARDS	110-02-52110-311-000	CAPT LARSON PLAQUE	65.00
125719	2/13	SICALCO, LTD.	110-03-53107-352-000	01/13-ST CALCIUM CHL	2,355.36
125720	2/13	SHOPKEEP POS	524-05-50101-527-000	IPAD 2 WIFI 16GB	1,155.00
			524-05-50101-527-000	WIRELESS ROUTER	119.00
				..... CHECK TOTAL	1,274.00
125721	2/13	J EWENS DESIGN INC	110-01-51801-246-000	GRAPHICS-RM 100	349.00
125722	2/13	WASTE MANAGEMENT	521-09-50101-219-000	02/13-AR PAPER RECYC	54.08
125723	2/13	FORCE AMERICA	630-09-50101-393-000	01/13 SE PARTS/MATER	1,379.39
			630-09-50101-393-000	01/13 SE PARTS/MATER	457.86
			630-09-50101-393-000	01/13 SE PARTS/MATER	229.52
			630-09-50101-393-000	01/13 SE PARTS/MATER	221.34
			630-09-50101-393-000	01/13 SE PARTS/MATER	49.51
				..... CHECK TOTAL	2,337.62
125724	2/13	MENARDS (KENOSHA)	110-03-53107-344-000	01/13-ST MERCHANDISE	351.04
			110-05-55109-249-000	01/13-PA MERCHANDISE	320.85
			110-03-53109-389-000	01/13-ST MERCHANDISE	96.91
			501-09-50105-344-000	01/13-SW MERCHANDISE	72.87
			110-03-53107-389-000	01/13-ST MERCHANDISE	14.26
				..... CHECK TOTAL	855.93

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
125725	2/13	GOODNOUGH, BRUCE C.	110-01-52001-219-000	SUB JUDGE-1/30/13	150.00
125726	2/13	BELLE CITY FIRE EXTINGUISHER	110-02-52103-389-000	01/13-PD EXTINGUISHE	126.70
125727	2/13	CARE-PLUS DENTAL PLANS, INC	611-09-50101-155-525 611-09-50101-155-525	03/13 PREMIUM 03/13 PREMIUM ..... CHECK TOTAL	48,919.28 679.76CR 48,239.52
125728	2/13	ARTHUR J. GALLAGHER RISK	110-09-56401-273-000 110-00-15601-000-000 520-09-50301-273-000 110-00-15201-000-000 110-09-56401-279-000 110-00-15202-000-000 110-00-14401-000-000 501-09-50101-273-000 521-09-50101-273-000	2013 CRIME BOND 2013 CRIME BOND 2013 CRIME BOND 2013 CRIME BOND 2013 OFFICL BOND 2013 CRIME BOND 2013 CRIME BOND 2013 CRIME BOND 2013 CRIME BOND ..... CHECK TOTAL	3,239.00 502.00 285.00 224.00 140.00 79.00 42.00 36.00 18.00 4,565.00
125729	2/13	TIME WARNER CABLE	520-09-50301-233-000 110-01-51102-233-000	02/13-TD-ROADRUNNER 02/13-AR-ROADRUNNER ..... CHECK TOTAL	139.95 139.95 279.90
125730	2/13	ARAMARK	110-01-51801-246-000 520-09-50201-246-000 110-03-53116-246-000 632-09-50101-246-000	01/13 MB ENTRANCE MA 01/13 TD ENTRANCE MA 01/13 WA ENTRANCE MA 01/13 SE ENTRANCE MA ..... CHECK TOTAL	98.28 41.64 37.76 15.10 192.78
125731	2/13	CARLIN HORT. SUPPLIES	110-05-55103-353-000 110-05-55103-353-000 110-05-55103-246-000 110-05-55103-361-000	FARFARD #2 SOIL MIX GREEN SHIELD SHADED POLE BLOWER NITRIL 13" LG GLOVES ..... CHECK TOTAL	3,651.60 143.78 54.17 17.80 3,867.35
125732	2/13	LAKESHORE BID DISTRICT	110-00-21815-000-000	2013 ASSESSMENT	25,665.83
125733	2/13	MILWAUKEE TRUCK SALES INC	630-09-50101-393-000 630-09-50101-393-000	01/13 #3045 REPAIR P 01/13-SE#3045 REPAIR ..... CHECK TOTAL	118.64 31.28 149.92

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
125734	2/13	RIMKUS, JASON	761-09-50101-111-000	02/01-15/13 SERVICE	1,896.02
			761-00-21514-000-000	02/01-15/13 SERVICE	27.50CR
			761-00-21599-000-000	02/01-15/13 SERVICE	94.80CR
			761-00-21512-000-000	02/01-15/13 SERVICE	106.70CR
			761-00-21511-000-000	02/01-15/13 SERVICE	117.56CR
			761-00-21513-000-000	02/01-15/13 SERVICE	357.47CR
				..... CHECK TOTAL	1,191.99
125735	2/13	PIRO, RALPH	761-09-50101-111-000	02/01-15/13 SERVICE	898.48
			761-00-21514-000-000	02/01-15/13 SERVICE	13.03CR
			761-00-21599-000-000	02/01-15/13 SERVICE	25.00CR
			761-00-21512-000-000	02/01-15/13 SERVICE	39.30CR
			761-00-21511-000-000	02/01-15/13 SERVICE	55.71CR
			761-00-21513-000-000	02/01-15/13 SERVICE	140.56CR
				..... CHECK TOTAL	624.88
125736	2/13	STRYKER SALES CORP.	414-11-51307-574-000	EMS COTS/ACCESSORIES	975.00
125737	2/13	RED THE UNIFORM TAILOR	110-02-52103-367-000	01/13 POLICE UNIFORM	327.70
			520-09-50101-367-000	01/13 TD UNIFORM ITE	114.90
			110-02-52103-365-000	01/13 POLICE UNIFORM	12.50
				..... CHECK TOTAL	455.10
125738	2/13	SPECTERA, INC.	110-00-21534-000-000	02/13 DEDUCTS	1,219.71
			110-00-21534-000-000	01/13 DEDUCTS	1,155.68
			110-00-21534-000-000	01/13 DEDUCTS	64.03
				..... CHECK TOTAL	2,439.42
125739	2/13	WE ENERGIES	461-11-51201-581-000	4810 37 AVE	1,004.00
125740	2/13	ILLINOIS GFOA	110-01-51101-264-000	IL GFOA WEBINAR	800.00
125741	2/13	AURORA HEALTH CARE	110-02-52103-219-000	01/13-SCREENS	148.00
			110-01-51303-216-000	01/13-SCREENS	44.00
				..... CHECK TOTAL	192.00
125742	2/13	KRAUSE, MARTIN O & WAYNE A	501-09-50101-433-000	2012 SWU #17252	410.69
			501-09-50101-433-000	2012 SWU #17253	183.74
				..... CHECK TOTAL	594.43

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
125743	2/14	KENOSHA AREA CONVENTION &	110-00-41204-999-000	PROJ 2013 1ST PYMT	103,402.72
125744	2/14	NATIONSTAR MORTGAGE LLC	110-00-21106-000-000	2012 TAX REFUND	7,087.03
125745	2/14	ZARLETTI, LARRY	110-00-21106-000-000	2012 TAX REFUND	82.57
125746	2/14	SWADE, MAUREEN	110-00-21106-000-000	2012 TAX REFUND	508.27
125747	2/14	GONZALEZ, CAROLINA	110-00-21106-000-000	2012 TAX REFUND	315.89
125748	2/14	DRUMMOND, CURTIS & PATRICIA	110-00-21106-000-000	2012 TAX REFUND	153.35
125749	2/14	NICHOLS, KIRK	110-00-21106-000-000	2012 TAX REFUND	41.91
125750	2/14	COPPOLA, SALVATORE	110-00-21106-000-000	2012 TAX REFUND	69.78
125751	2/14	SANDOVAL, LUIS & EDNA	110-00-21106-000-000	2012 TAX REFUND	258.67
125752	2/14	STILLING, KEVIN & CATHY	110-00-21106-000-000	2012 TAX REFUND	115.86
125753	2/14	SMITH, MARILYN	110-00-21106-000-000	2012 TAX REFUND	156.37
125754	2/14	EUCOLONO, MATTHEW	110-00-21106-000-000	2012 TAX REFUND	603.48
125755	2/14	AIELLO, PETER	110-00-21106-000-000	2012 TAX REFUND	204.78
125756	2/14	PIGNATELLI, NATALIE	110-00-21106-000-000	2012 TAX REFUND	57.72
125757	2/14	BIESCHKE, EDMUND & JULIA	110-00-21106-000-000	2012 TAX REFUND	332.93
125758	2/14	HOWE, MICHAEL & SARAH	110-00-21106-000-000	2012 TAX REFUND	298.23
125759	2/14	LALONDE, DAVID & KRISTINE	110-00-21106-000-000	2012 TAX REFUND	382.54
125760	2/14	ANDERSEN, ROBERTA	110-00-21106-000-000	2012 TAX REFUND	351.98
125761	2/14	GONZALES, HELEN	110-00-21106-000-000	2012 TAX REFUND	278.92
125762	2/14	BOTMA, ROBERT & GLORIA	110-00-21106-000-000	2012 TAX REFUND	621.51

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
125763	2/14	TIDD, NATHAN	110-00-21106-000-000	2012 TAX REFUND	190.44
125764	2/14	JUAREZ, LIDIA	110-00-21106-000-000	2012 TAX REFUND	312.71
125765	2/14	REARDON, PATRICK & VIVIAN	110-00-21106-000-000	2012 TAX REFUND	186.76
125766	2/14	RAT, CRISTIAN & ELISABETA	110-00-21106-000-000	2012 TAX REFUND	349.39
125767	2/14	SCHMITZ, REBECCA	110-00-21106-000-000	2012 TAX REFUND	51.76
125768	2/14	ZOERNER, JOSH	110-00-21106-000-000	2012 TAX REFUND	1,141.15
125769	2/14	BELL, DOUGLAS	110-00-21106-000-000	2012 TAX REFUND	360.84
125770	2/14	FINKLER, LARRY & JENNIFER	110-00-21106-000-000	2012 TAX REFUND	78.31
125771	2/14	FINKLER, LAWRENCE & JENNIFER	110-00-21106-000-000	2012 TAX REFUND	592.07
125772	2/14	FINKLER, LAWRENCE & JENNIFER	110-00-21106-000-000	2012 TAX REFUND	464.09
125773	2/14	LARSEN, JAMES & CONNIE	110-00-21106-000-000	2012 TAX REFUND	110.54
125774	2/14	TICHELAAR, GERRIT & MELINDA	110-00-21106-000-000	2012 TAX REFUND	247.42
125775	2/14	LAWLOR, ELIZABETH & PATRICK	110-00-21107-000-000	LOTTERY CR. REFUND	106.52
125776	2/14	BECKER, KATHLEEN	110-00-21106-000-000	2012 TAX REFUND	215.43
125777	2/14	ALEXANDER, CINDI	110-00-21106-000-000	2012 TAX REFUND	183.17
125778	2/14	SCHANI, DANIEL	110-00-21106-000-000	2012 TAX REFUND	259.11
125779	2/14	BURFIELD, SARA	110-00-21106-000-000	2012 TAX REFUND	180.11
125780	2/14	VARGAS, AURORA	110-00-21106-000-000	2012 TAX REFUND	171.60
125781	2/14	WOLLER, JEFFREY	110-00-21106-000-000	2012 TAX REFUND	1,108.01
125782	2/14	SHOGREN, DAVID & JEANNE	110-00-21106-000-000	2012 TAX REFUND	153.77

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
125783	2/14	DILLHOFF, AARON	110-00-21106-000-000	2012 TAX REFUND	481.66
125784	2/14	GARCIA, ARMANDO & GLORIA	110-00-21106-000-000	2012 TAX REFUND	628.60
125785	2/14	WESTOSHA PROPERTIES	110-00-21106-000-000	2012 TAX REFUND	2,064.49
125786	2/14	PEDRAZOLI, JOSHUA	110-00-21106-000-000	2012 TAX REFUND	780.39
125787	2/14	DONATO, ERIC & KATRINA	110-00-21106-000-000	2012 TAX REFUND	145.50
125788	2/14	ROBINSON, LAUREL	110-00-21106-000-000	2012 TAX REFUND	422.05
125789	2/14	HALVERSON, LISA	110-00-21106-000-000	2012 TAX REFUND	58.94
125790	2/14	BELAND, SALLY	110-00-21106-000-000	2012 TAX REFUND	116.51
125791	2/14	ALEXANDER, STEVEN & NANCY	110-00-21106-000-000	2012 TAX REFUND	137.20
125792	2/14	POTENTE, JOSEPH & RACHEL	110-00-21106-000-000	2012 TAX REFUND	359.08
125793	2/14	ZINK, ROBERT & JANET	110-00-21106-000-000	2012 TAX REFUND	346.70
125794	2/14	KNESLEY, STEVEN	110-00-21106-000-000	2012 TAX REFUND	90.30
125795	2/14	KAUCIC, JAMES & LISA	110-00-21106-000-000	2012 TAX REFUND	299.61
125796	2/14	SHEWMAKE, ORVILLE	110-00-21106-000-000	2012 TAX REFUND	67.57
125797	2/14	MESSERSMITH, KATHRYN	110-00-21106-000-000	2012 TAX REFUND	216.23
125798	2/14	ACETO, PETER & ELIZABETH	110-00-21106-000-000	2012 TAX REFUND	107.51
125799	2/14	LORENZO, ROBERT	110-00-21106-000-000	2012 TAX REFUND	238.83
125800	2/14	TRUAX, DANIEL	110-00-21106-000-000	2012 TAX REFUND	280.04
125801	2/14	MENDOZA, RONNIE	110-00-21106-000-000	2012 TAX REFUND	526.15
125802	2/14	SEMENAS, CATHERINE	110-00-21106-000-000	2012 TAX REFUND	24.96

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
125803	2/14	MCGOWAN, ANDREW & ALLISON	110-00-21106-000-000	2012 TAX REFUND	405.40
125804	2/14	GARAY, ALMA	110-00-21106-000-000	2012 TAX REFUND	239.71
125805	2/14	GREEN, GEORGE & CHERYL	110-00-21106-000-000	2012 TAX REFUND	361.18
125806	2/14	DIMITRIJEVIC, ANDREW	110-00-21106-000-000	2012 TAX REFUND	156.49
125807	2/14	JAECKEL, VALERIE	110-00-21106-000-000	2012 TAX REFUND	276.62
125808	2/14	JAJERA-GARCIA, MARTIN	110-00-21106-000-000	2012 TAX REFUND	885.64
125809	2/14	ANDERSON, ROBERT	110-00-21106-000-000	2012 TAX REFUND	14.65
125810	2/14	PETTY, MARLON	110-00-21106-000-000	2012 TAX REFUND	163.55
125811	2/14	AGUIRE, ABRAHAM	110-00-21106-000-000	2012 TAX REFUND	737.85
125812	2/14	CECCHI, STEVE	110-00-21106-000-000	2012 TAX REFUND	908.39
125813	2/14	BRYDGES, SUSAN	110-00-21106-000-000	2012 TAX REFUND	151.03
125814	2/14	GEHRING, DAVID & MICHELLE	110-00-21106-000-000	2012 TAX REFUND	118.26
125815	2/14	PIERANGELI, DEAN & DIANNE	110-00-21106-000-000	2012 TAX REFUND	126.98
125816	2/14	MILOCK, CHELSEA	110-00-21106-000-000	2012 TAX REFUND	194.94
125817	2/14	HODGSON, CASEY	110-00-21106-000-000	2012 TAX REFUND	341.10
125818	2/14	KLASS, WILLIAM	110-00-21106-000-000	2012 TAX REFUND	228.70
125819	2/14	KLEMM, PAMELA	110-00-21106-000-000	2012 TAX REFUND	91.28
125820	2/14	JULIANA, PATRICK & MARILYN	110-00-21106-000-000	2012 TAX REFUND	419.41
125821	2/14	JULIANA, PATRICK & MARILYN	110-00-21106-000-000	2012 TAX REFUND	396.82
125822	2/15	ACE HARDWARE	110-05-55109-246-000	01/13 PA MERCHANDISE	135.05
			630-09-50101-393-000	01/13 SE MERCHANDISE	27.47
			110-05-55109-341-000	01/13 PA MERCHANDISE	19.84
			110-02-52203-357-000	01/13 FD MERCHANDISE	16.74
			110-03-53107-389-000	01/13 ST MERCHANDISE	16.48
			205-03-53119-357-000	01/13 ST MERCHANDISE	13.98
			110-05-55109-357-000	01/13 PA MERCHANDISE	5.16
			110-02-52203-344-000	01/13 FD MERCHANDISE	2.88
				..... CHECK TOTAL	237.60

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
125823	2/15	TEAMSTERS LOCAL UNION 43	110-00-21555-000-000	02/15/13 UNION DUES	2,879.48
125824	2/15	RNOW, INC.	630-09-50101-393-000	01/13-SE PARTS/MATER	821.02
			630-09-50101-393-000	01/13-SE PARTS/MATER	409.17
			630-09-50101-393-000	01/13-SE PARTS/MATER	96.61
				..... CHECK TOTAL	1,326.80
125825	2/15	CHESTER ELECTRONICS SUPPLY	206-02-52205-344-000	01/13 FD PARTS & MAT	23.14
			110-02-52203-344-000	01/13 FD PARTS & MAT	23.14
				..... CHECK TOTAL	46.28
125826	2/15	GENERAL COMMUNICATIONS, INC.	110-02-52103-231-000	KENWOOD TK5210	11,577.00
			110-02-52103-231-000	KENWOOD TK5710	7,056.00
			414-11-51207-519-000	PAGING ENCODER	915.00
			110-02-52103-231-000	M/ACOM P25 REPEATER	780.00
			110-02-52103-231-000	M/ACOM BASE STATION	630.00
			110-02-52106-365-000	SPEAKER MIC	561.10
			110-02-52103-369-000	ANTENNA KIT	307.50
			110-02-52106-365-000	BELT SWIVEL	110.46
			110-02-52103-369-000	MICROPHONE	82.38
			110-02-52106-365-000	VHF ANTENNA	67.20
			110-02-52106-365-000	BELT CLIPS	61.74
				..... CHECK TOTAL	22,148.38
125827	2/15	GODFREY & KAHN, SC	420-11-51204-219-000	12/12 CHRYSLER	2,771.50
125828	2/15	ICMA RETIREMENT TRUST	110-00-21572-000-000	02/01-15/13 CONTRIB	54,545.62
			110-00-21599-000-000	02/01-15/13 CONTRIB	7,096.49
				..... CHECK TOTAL	61,642.11
125829	2/15	WIS DEPT OF REVENUE	110-09-56507-259-999	01/13 SALES TAX	2,824.96
125830	2/15	KENOSHA JOINT SERVICES	110-02-52111-251-000	02/13 JOINT SERVICES	226,790.80
			110-02-52202-251-000	02/13 JOINT SERVICES	56,697.70
				..... CHECK TOTAL	283,488.50
125831	2/15	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	02/15/13 CITY SAL	40,928.38
			110-00-21562-000-000	02/15/13 CITY HRLY	12,233.06
			110-00-21562-000-000	02/15/13 LIBRARY SAL	6,485.89
			110-00-21562-000-000	02/15/13 WATER SAL	6,449.00
			110-00-21562-000-000	02/15/13 WATER HRLY	3,968.87
			110-00-21562-000-000	02/15/13 MUSEUM HRLY	25.00
				..... CHECK TOTAL	70,090.20

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
125832	2/15	KENOSHA COUNTY SHERIFF DEPT	110-02-52108-256-000	01/13 PRISONER MAINT	3,808.00
125833	2/15	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	-21513 CITY SAL	873.93
			110-00-21541-000-000	02/15/13 LIBRARY SAL	247.50
			110-00-21541-000-000	02/15/13 WATER SAL	122.10
				..... CHECK TOTAL	1,243.53
125834	2/15	KENOSHA NEWS	222-09-50101-259-908	2ND SATURDAY-01/13	199.00
125835	2/15	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	02/15/13 SAL DEDUCTS	86,686.00
125836	2/15	MINNESOTA LIFE INSURANCE	110-00-21533-000-000	03/13 PREMIUM	11,331.25
			110-09-56304-156-000	03/13 PREMIUM	5,299.86
			110-00-15601-000-000	03/13 PREMIUM	1,409.62
			110-00-15201-000-000	03/13 PREMIUM	1,021.84
			520-09-50101-156-000	03/13 PREMIUM	449.34
			110-00-15202-000-000	03/13 PREMIUM	300.89
			631-09-50101-156-000	03/13 PREMIUM	168.73
			110-00-13127-000-000	03/13 PREMIUM	152.41
			632-09-50101-156-000	03/13 PREMIUM	137.58
			110-00-14401-000-000	03/13 PREMIUM	89.64
			521-09-50101-156-000	03/13 PREMIUM	77.86
			520-09-50105-156-000	03/13 PREMIUM	64.79
			520-09-50201-156-000	03/13 PREMIUM	42.53
			630-09-50101-156-000	03/13 PREMIUM	26.84
			501-09-50103-156-000	03/13 PREMIUM	24.70
			501-09-50101-156-000	03/13 PREMIUM	22.39
			520-09-50301-156-000	03/13 PREMIUM	15.92
			520-09-50403-156-000	03/13 PREMIUM	14.52
			520-09-50401-156-000	03/13 PREMIUM	12.41
				..... CHECK TOTAL	20,663.12
125837	2/15	MONROE TRUCK EQUIPMENT	630-09-50101-393-000	01/13-SE#3203 PARTS	247.00
125838	2/15	TRAFFIC & PARKING CONTROL CO	405-11-51217-589-000	PARK SIGNS	930.00
			405-11-51217-589-000	CUSTOM COLOR INK	420.00
				..... CHECK TOTAL	1,350.00
125839	2/15	KENOSHA COUNTY	110-02-52105-283-000	02/13 MONTHLY RENT	11,113.83
			110-02-52105-283-000	01/13 MONTHLY RENT	11,113.83
				..... CHECK TOTAL	22,227.66

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
125840	2/15	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	02/15/13 H TOLBERT	211.86
125841	2/15	DATA FINANCIAL BUSINESS	110-01-51101-232-000 110-02-52101-232-000	01/13 FN OFFICE EQUI 01/13 PD OFFICE EQUI ..... CHECK TOTAL	359.00 279.00 638.00
125842	2/15	UNITED STATES TREASURY	110-00-21581-000-000	2/15/13 BOGDANOVICH	20.00
125843	2/15	KENOSHA WATER UTILITY	758-09-50104-259-851 461-11-51301-581-000 758-09-50110-259-853 758-09-50103-259-851 758-09-50107-259-851 758-09-50106-259-853 461-11-51301-581-000 758-09-50109-259-851 758-09-50108-259-851 758-09-50105-259-851 463-11-50801-589-000 461-11-51301-581-000 463-11-50801-589-000 463-11-50801-589-000 463-11-50801-589-000 463-11-50801-589-000 463-11-50801-589-000 463-11-50801-589-000 461-11-51301-581-000 463-11-50801-589-000 463-11-50801-589-000 461-11-51301-581-000 463-11-50801-589-000 463-11-50801-589-000 461-11-51301-581-000 463-11-50801-589-000	10/23-12/20/12 UTILS 1102 52ND ST-SWU 10/22-12/27/12 UTILS 10/09-12/18/12 UTILS 11/08-01/10/13 UTILS 10/23-12/20/12 UTILS 8TH AVE - SWU 10/25-12/26/13 UTILS 12/06-01/14/13 UTILS 11/26-12/19/12 UTILS 5915 SHER RD-SWU 5200 8TH AVE-SWU 2222 56TH ST-SWU 6731 14TH AVE-SWU 5510 22ND AVE-SWU 2217 55TH ST-SWU 6209 13TH AVE-SWU 5016 SHER RD-SWU 1633 50 ST-SWU 14TH AVENUE-SWU 1006 52ND ST-SWU 6619 13TH AVE-SWU ..... CHECK TOTAL	90.00 56.44 51.28 41.06 37.92 37.20 34.18 30.50 23.33 23.33 17.22 12.98 9.80 9.80 9.80 9.80 9.80 8.74 7.68 6.62 5.56 4.50 537.54
125844	2/15	BROOKS TRACTOR, INC.	521-09-50101-282-000 521-09-50101-282-000	02/13 AR LOADER RENT 01/13 AR LOADER RENT ..... CHECK TOTAL	2,820.00 2,820.00 5,640.00
125845	2/15	FABCO EQUIPMENT, INC.	501-09-50105-344-000	HYDRAULIC SHAKING	1,145.40
125846	2/15	A & R DOOR SERVICE	501-09-50105-246-000 110-03-53103-246-000 110-02-52203-246-000	01/13 ST DOOR REPAIR 01/13 ST DOOR REPAIR 01/13 FD #3 DOOR REP ..... CHECK TOTAL	417.00 417.00 79.00 913.00

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
125847	2/15	AURORA EAP	611-09-50101-155-517	1-3/13 EAP 1ST QTR	3,100.59
125848	2/15	CHASE BANK KENOSHA	110-00-21513-000-000	02/15/13 DEDUCTIONS	211,152.88
			110-00-21511-000-000	02/15/13 DEDUCTIONS	79,987.89
			110-00-21612-000-000	02/15/13 DEDUCTIONS	54,184.76
			110-00-21614-000-000	02/15/13 DEDUCTIONS	23,996.82
			110-00-21514-000-000	02/15/13 DEDUCTIONS	23,996.56
				..... CHECK TOTAL	393,318.91
125849	2/15	CHASE BANK KENOSHA	761-00-21513-000-000	01/13 KCM DEDUCTS	627.00
			761-00-21511-000-000	01/13 KCM DEDUCTS	393.04
			761-09-50101-158-000	01/13 KCM DEDUCTS	393.00
			761-00-21514-000-000	01/13 KCM DEDUCTS	91.94
			761-09-50101-158-000	01/13 KCM DEDUCTS	91.90
				..... CHECK TOTAL	1,596.88
125850	2/15	DWD-UI	110-09-56308-157-000	01/13 UNEMPLOYMENT	31,137.44
			520-09-50101-157-000	01/13 UNEMPLOYMENT	4,078.07
			110-00-15601-000-000	01/13 UNEMPLOYMENT	1,571.40
			110-00-15202-000-000	01/13 UNEMPLOYMENT	66.56
				..... CHECK TOTAL	36,853.47
125851	2/15	KENOSHA ACHIEVEMENT CENTER	520-09-50301-258-000	02/13 SPCL TRANSPRT	21,499.00
			520-09-50301-258-000	01/13 SPECL TRNSPRT	21,499.00
			520-09-50301-258-000	02/13 WKND DISPATCH	584.00
			520-09-50301-258-000	01/13 WKND DISPATCH	584.00
				..... CHECK TOTAL	44,166.00
125852	2/15	HOLLAND SUPPLY, INC.	630-09-50101-393-000	01/13-CE HYDRAULIC F	572.04
			630-09-50101-393-000	01/13-CE HYDRAULIC F	197.60
			630-09-50101-393-000	01/13-CE HYDRAULIC F	57.11
				..... CHECK TOTAL	826.75
125853	2/15	KENOSHA FIREFIGHTER C.A.R.E.	110-00-21564-000-000	02/15/13 SAL DEDUCTS	734.00
125854	2/15	DOWNING, JESSE	110-01-50101-265-000	02/13 REIMBURSE	130.00
125855	2/15	BENDLIN FIRE EQUIPMENT CO.	110-02-52203-344-000	PISTON INTAKE VALVE	1,445.00
			110-02-52203-344-000	01/13 PARTS/MATERIAL	100.00
				..... CHECK TOTAL	1,545.00

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
125856	2/15	PARKSIDE TRUE VALUE HARDWARE	110-02-52203-357-000	01/13-FD MERCHANDISE	56.57
			110-02-52203-382-000	01/13-FD MERCHANDISE	43.98
				..... CHECK TOTAL	100.55
125857	2/15	UNITED HOSPITAL SYSTEM	110-02-52102-219-000	RECORDS-#12-128646	56.96
125858	2/15	MESSERLI & KRAMER P.A.	110-00-21581-000-000	02/15/13 DEDUCTION	160.18
125859	2/15	LEONARD INC., A. M.	110-05-55103-361-000	LAWN EDGER	239.80
			110-05-55103-361-000	HAND SHEAR	76.94
				..... CHECK TOTAL	316.74
125860	2/15	JAMES IMAGING SYSTEMS, INC.	520-09-50301-525-000	COPIER	5,333.00
			110-02-52103-232-000	1-6/13 PD-COPIER MNT	986.85
			110-01-51601-232-000	1-3/13 CD-COPIER MNT	821.84
			110-02-52101-232-000	01/13 PD-SERVICE AGR	210.82
			631-09-50101-232-000	01/13 PW-COPIER MNT	115.59
			501-09-50101-232-000	01/13 PW-COPIER MNT	115.59
			110-03-53101-232-000	01/13 PW-COPIER MNT	115.59
			110-01-51303-232-000	01/13 PE-SERVICE AGR	54.76
			110-01-51601-232-000	01/13 CD-COPIER MNT	46.50
			110-01-50301-232-000	01/13 LE-COPIER MNT	42.12
			520-09-50301-232-000	01/13 TD-SERVICE AGR	40.93
			110-01-50901-232-000	01/13 AS-COPIER MNT	21.06
			501-09-50105-232-000	01/13 ST-COPIER MNT	20.78
			521-09-50101-232-000	01/13 AR-COPIER MNT	20.47
			110-01-52001-232-000	01/13 MC-COPIER MNT	17.71
			110-01-51301-232-000	01/13 AD-SERVICE AGR	13.28
			110-03-53103-232-000	01/13 ST-COPIER MNT	12.92
				..... CHECK TOTAL	7,989.81
125861	2/15	HOERNEL LOCK & KEY, INC.	110-05-55109-246-000	01/13-PA LOCKS/KEYS	96.90
			520-09-50202-246-000	01/13-TD LOCKS/KEYS	16.95
				..... CHECK TOTAL	113.85
125862	2/15	EMERGING COMMUNITIES CORP	420-11-51004-219-000	02/13 CONSULTING	2,500.00
			420-11-51004-219-000	01/13 CONSULTING	2,500.00
				..... CHECK TOTAL	5,000.00
125863	2/15	COREY OIL, LTD	520-09-50106-341-000	01/13 TD LUBRICANT/O	5,451.13
			520-09-50106-341-000	01/13 TD LUBRICANT/O	595.10
				..... CHECK TOTAL	6,046.23

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
125864	2/15	HEALTHSTAT	611-09-50101-155-504	01/13 MID LVL PROV	16,103.50
			611-09-50101-155-504	01/13 PROG ADMN FEE	6,669.74
			611-09-50101-155-504	01/13 REF LAB FEES	3,035.74
			611-09-50101-155-504	12/12 MID LVL-ADJ	1,444.50CR
				..... CHECK TOTAL	24,364.48
125865	2/15	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	02/15/13 DEDUCTION	31.10
125866	2/15	ZHANG, QINGLI	110-02-52102-219-000	13-018037	37.50
125867	2/15	MALSACK, J	463-11-51002-219-000	4913 13TH CT-DEBRIS	55.00
125868	2/15	JENSEN TOWING	110-02-52103-219-000	01/13 13-009915 TOW	106.50
125869	2/15	JANTZ'S YARD 4 AUTOMOTIVE	110-02-52103-219-000	01/13-#13-008020 TOW	25.00
			110-02-52103-219-000	01/13-#13-001983 TOW	25.00
			110-02-52103-219-000	01/13-#13-11088 TOWI	15.00
				..... CHECK TOTAL	65.00
125870	2/15	BOSTROM, STEVE	110-01-50101-265-000	02/13 REIMBURSE	130.00
125871	2/15	INSTY-PRINTS	110-05-55101-311-000	01/13 PA-FORESTRY	105.41
125872	2/15	PELION BENEFITS, INC.	110-00-21517-000-000	2/1-15/13 DEDUCTS	1,919.38
125873	2/15	WIS DEPT OF REVENUE	761-00-21512-000-000	01/13 KCM DEDUCTS	310.50
125874	2/15	BCF CONSTRUCTION CORP	405-11-51117-589-825	EST 6-PHASE I PETZKE	31,242.05
125875	2/15	JOHNSON BANK	110-00-21532-000-000	02/15/13 CITY SAL	23,491.77
			110-00-21532-000-000	02/15/13 WATER SAL	2,712.92
			110-00-21532-000-000	02/15/13 MUSEUM SAL	1,700.00
			110-00-21532-000-000	02/15/13 CITY HRLY	825.00
			110-00-21532-000-000	02/15/13 WATER HRLY	609.62
				..... CHECK TOTAL	29,339.31
125876	2/15	ACCUVANT	110-01-51102-539-000	SOFTWARE SUBSCRIPT.	26,562.00
125877	2/15	MATHEWSON, KEVIN	110-01-50101-265-000	02/13 REIMBURSE	130.00

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
125878	2/15	WILSON, CURT	110-01-50101-265-000	02/13 REIMBURSE	130.00
125879	2/15	CDW-G	422-11-51205-561-000	LIND DC POWER ADAPT	680.52
125880	2/15	WRIGHT EXPRESS FSC	110-03-53109-341-000	01/13-ST CNG	16.66
			110-03-53103-341-000	01/13-ST CNG	4.16
				..... CHECK TOTAL	20.82
125881	2/15	CHAPTER 13 TRUSTEE	110-00-21581-000-000	02/15/13 DEDUCTION	743.00
			110-00-21581-000-000	02/15/13 DEDUCTION	419.00
			110-00-21581-000-000	02/15/13 DEDUCTION	400.00
			110-00-21581-000-000	02/15/13 DEDUCTION	323.00
			110-00-21581-000-000	02/15/13 DEDUCTION	104.00
			110-00-21581-000-000	02/15/13 DEDUCTION	76.50
				..... CHECK TOTAL	2,065.50
125882	2/15	USA PAYDAY LOANS	110-00-21581-000-000	02/15/13 DEDUCTION	22.76
125883	2/15	ENGELHART MOTORSPORTS CO	630-09-50101-393-000	MANUAL #3221	39.95
125884	2/15	KNIGHT BARRY TITLE INC	461-11-51201-581-000	ACQ OF 4723 36TH AV	79,702.25
125885	2/15	TRUST ACCOUNT-GARY HOFFMAN	110-00-21581-000-000	02/15/13 DEDUCTION	385.58
125886	2/15	DIVINE SAVIOR HEALTHCARE	110-00-21581-000-000	02/15/13 DEDUCTION	11.77
125887	2/15	WAUSAU EQUIPMENT CO.	110-03-53107-344-000	COVERT HITCH	710.00
125888	2/15	MENARDS (KENOSHA)	110-02-52203-369-000	01/13-FD#4 MERCHANDI	498.94
			110-02-52203-382-000	01/13-FD#3 MERCHANDI	167.31
			110-02-52203-246-000	01/13-FD#4 MERCHANDI	95.78
			110-02-52203-382-000	01/13-FD#4 MERCHAND	64.70
			110-05-55109-244-000	01/13-PA MERCHANDISE	36.16
			110-02-52203-382-000	01/13-FD#4 MERCHANDI	35.96
				..... CHECK TOTAL	898.85
125889	2/15	CENTRAL HIGH SCHOOL	110-00-21812-000-000	2012 TAX ROLL STLMT	105,753.89
125890	2/15	BRISTOL SCHOOL DISTRICT #1	110-00-21811-000-000	2012 TAX ROLL STLMT	174,310.16

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
125891	2/15	WIS SCTF	110-00-21581-000-000	02/15/13 SAL DEDUCT	9,232.70
			110-00-21581-000-000	02/15/13 HRLY DEDCT	638.51
				..... CHECK TOTAL	9,871.21
125892	2/15	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	02/15/13 DEDUCTION	278.00
125893	2/15	GRAINGER	521-09-50101-344-000	01/13-AR PARTS/MATER	81.28
			521-09-50101-375-000	01/13-AR PARTS/MATER	30.11
			521-09-50101-344-000	01/13-AR PARTS/MATER	10.75
				..... CHECK TOTAL	122.14
125894	2/15	ARTHUR J. GALLAGHER RISK	110-09-56401-279-000	REISSUE CK 125728	140.00
125895	2/15	TIME WARNER CABLE	524-05-50101-219-000	02/13 MONTHLY CABLE	22.10
125896	2/15	KUSSMAUL ELECTRONICS CO, INC	206-02-52205-344-000	01/13-FD#4 PARTS	586.30
125897	2/15	GATEWAY TECH COLLEGE	110-00-21803-000-000	2012 TAX ROLL STLMT	1,754,004.77
125898	2/15	PARIS JT. 1 SCHOOL DISTRICT	110-00-21813-000-000	2012 TAX ROLL STLMT	12,213.45
125899	2/15	BOUND TREE MEDICAL, LLC	206-02-52205-318-000	01/13 FD MEDICAL SUP	140.00
			206-02-52205-318-000	02/13 FD MEDICAL SUP	51.04
				..... CHECK TOTAL	191.04
125900	2/15	LEE PLUMBING, HEATING AND	521-09-50101-246-000	REPLACE WATERHEATER	761.25
125901	2/15	NICOLET NATURAL SE	761-09-50101-389-000	02/13-WATER/CUPS	41.70
125902	2/15	GILLIG CORPORATION	520-09-50201-347-000	01/13-TD BUS PARTS	18.20
125903	2/15	RIMKUS, JASON	761-09-50101-155-000	01/13-WPS HEALTH INS	453.68
125904	2/15	IAFF/NATIONWIDE	110-00-21574-000-000	02/01-15/13 CONTRIB	28,573.00
125905	2/15	AIRGAS NORTH CENTRAL	206-02-52205-389-000	01/13 FD #4 OXYGEN C	133.60
			206-02-52205-389-000	01/13 FD #5 OXYGEN C	73.43
			206-02-52205-389-000	01/13 FD #3 OXYGEN C	65.30
			206-02-52205-344-000	01/13 FD #7 OXYGEN C	38.61
				..... CHECK TOTAL	310.94

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
125906	2/15	MINUTEMAN PRESS	110-02-52110-311-000	BINDERS	1,289.73
125907	2/15	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000 110-00-21539-000-000	02/01-15/13 CONTIRB 02/01-15/13 CONTIRB ..... CHECK TOTAL	7,043.33 1,450.00 8,493.33
125908	2/15	HEUER LAW OFFICES, S.C.	110-00-21581-000-000	02/15/13 A LOPEZ	338.88
125909	2/15	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000 110-09-56405-161-000	12/6/12 W/C 11/29/12 W/C ..... CHECK TOTAL	81.00 81.00 162.00
125910	2/15	JANDALI, MAJED MD	110-09-56405-161-000	1/23/13 W/C	48.45
125911	2/15	OCCUCARE SYSTEMS & SOLUTION	110-09-56405-161-000	12/20-31/12 W/C	666.00
125912	2/15	KENOSHA RUNNING CLUB	110-00-46580-000-000	OVERPAY BEACH HOUSE	100.00
125913	2/15	SAFE KIDS WORLDWIDE	110-02-52110-323-000	RE-CERT D WALSH	50.00
125914	2/15	STEIN, LISA	110-00-45103-000-000	RAMIREZ RESTITUTION	50.00
125915	2/15	US EPA	403-00-21109-000-000	DBL PYMT GL00E00482	8,172.14
125916	2/15	PNC PA MAIN LDTA	110-00-21106-000-000	2012 TAX-2801 23 AV	89.57
125917	2/15	MIKOLAS, KEVIN	110-01-51601-264-000	INSPECTOR EXAM	25.00
125918	2/15	GONZALES, ALBERT	110-02-52103-263-000	02/6/13-WINNEBAGO	12.00
125919	2/15	NIEBUHR, JUSTIN M	110-02-52103-263-000	02/6/13-WINNEBAGO	12.00
125920	2/15	TETRICK, JASON R	110-02-52103-263-000	02/6/13-WINNEBAGO	12.00
125921	2/15	VALERI, ANDREW J	110-02-52103-263-000	02/6/13-WINNEBAGO	12.00
GRAND TOTAL FOR PERIOD *****					7,180,159.34

·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  
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Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

### MEMO

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

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

**RE:** **Amendment to the Memorandum of Understanding dated February 1, 2010 between the Kenosha Housing Authority and the City of Kenosha (Neighborhood Stabilization Program)**

**DATE:** February 20, 2013

Attached is the proposed Amendment to the Memorandum of Understanding (MOU) between the Kenosha Housing Authority and the City of Kenosha. The existing MOU was approved in 2010 and is set to expire on February 28, 2013.

The Kenosha Housing Authority provides homebuyer education services for purchasers of homes that were constructed or rehabilitated with funds through the Neighborhood Stabilization Program (NSP). The State of Wisconsin required the City to partner with an agency that was certified by HUD to provide homebuyer education services.

The Kenosha Housing Authority became HUD certified in 2010. Through the existing MOU, the City partnered with the Housing Authority to provide the required NSP homebuyer education services. In return for providing the homebuyer education services, the existing MOU designated the Housing Authority to be paid \$600 for each household that purchased one of the NSP homes for sale. There were eight (8) NSP Homes or a total of \$4,800.00 that could be reimbursed to the Kenosha Housing Authority.

Since the City still has NSP homes for sale, the proposed Amendment to the existing MOU would extend the expiration period for three (3) years, or until February 28, 2016. The Amendment to the MOU will allow the Kenosha Housing Authority to continue to be reimbursed for expenses of providing homebuyer education for purchasers of the NSP homes.

MM:kas  
Attachment

**Neighborhood Stabilization Program**  
**Amendment to Memorandum of Understanding Dated February 1, 2010**  
**Between the Kenosha Housing Authority**

and

**The City of Kenosha, Wisconsin**

**WHEREAS**, since December 11, 2009, the City of Kenosha Housing Authority has been certified by the United States Department of Housing and Urban Development as a Local Housing Counseling Agency able to provide home buyer education; and

**WHEREAS**, the Kenosha Housing Authority (KHA) has provided home buyer education to participating households as required by NSP regulations pursuant to the Memorandum of Understanding attached hereto as Exhibit A ("MOU"); and

**WHEREAS**, the City and KHA wish to extend the term of the Memorandum of Understanding.

**NOW THEREFORE**, the City and KHA agree as follows:

1. Extension of Term of Memorandum of Understanding

The term of the MOU shall be extended to February 28, 2016. All other terms of the MOU shall remain unchanged.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2013

**CITY OF KENOSHA**  
*A Municipal Corporation*

**KENOSHA HOUSING AUTHORITY**

By: \_\_\_\_\_  
Mayor Keith G. Bosman

By: \_\_\_\_\_  
Shawnelle Gross, Chair

*Counter signed:*

*Counter signed:*

By: \_\_\_\_\_  
Debra Salas, Clerk/Treasurer

By: \_\_\_\_\_  
Donna Cook, Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Neighborhood Stabilization Program

### Memorandum of Understanding (MOU) Between the Kenosha Housing Authority and The City of Kenosha, Wisconsin

WHEREAS, the City of Kenosha, Wisconsin (the City) has received a Neighborhood Stabilization Program (NSP) grant from the Wisconsin Department of Commerce for the purpose of mitigating the effects of the housing foreclosure crisis in Kenosha's neighborhoods; and,

WHEREAS, a condition of the NSP Grant is that the City enter into a memorandum of understanding with a Local Housing Counseling Agency, certified as such by the United States Department of Housing and Urban Development to provide homebuyer education to potential purchase of homes acquired by the City pursuant to the NSP grant; and,

WHEREAS, on December 11, 2009, the City of Kenosha Housing Authority was certified by the United States Department of Housing and Urban Development as a Local Housing Counseling Agency for two years, able to provide homebuyer education; and,

WHEREAS, the City wishes to engage the Kenosha Housing Authority (KHA) to provide homebuyer education to participating households as required by NSP regulations.

NOW THEREFORE, the City and KHA agree as follows:

#### 1. Responsibilities of KHA

KHA will provide no less than eight hours of homebuyer education to households referred to them by the City. KHA will utilize a homebuyer education curriculum approved by NeighborWorks America and will employ certified NeighborWorks America educators. KHA will report to the City the successful completion of the homebuyer education curriculum by all referred households. KHA will request final payment from the City for all funds awarded under this MOU no later than ten (10) days after termination of this MOU. KHA will maintain certification as a local Housing Counseling Agency for the duration of this MOU.

#### 2. Responsibilities of City

The City will refer to KHA households participating in the City's NSP-funded purchase-rehabilitation-resale and new construction programs. Upon successful completion of the required homebuyer education and the transaction for which the household was referred, i.e., purchasing a rehabilitated or newly constructed home that was acquired by the City through the NSP Grant, the City will pay KHA Six Hundred Dollars (\$600.00) per household up to a maximum of Four Thousand Eight Hundred Dollars (\$4,800.00).

#### 3. Federal and State Requirements

Both parties will comply with the NSP regulations contained in the *Notice of Allocations, Regulatory Waivers Granted to and Alternative Requirements for Emergency Assistance for Redevelopment of Abandoned and Foreclosed Homes Grantees Under the Housing and Economic Recovery Act, 2008* dated October 6, 2008, as amended and Articles 1-35, along with Attachments A-G, of the Contract No. NSP 09-13 between the State of Wisconsin Department of Commerce and the City, which are incorporated into this Memorandum by reference.

4. Number of Units Involved, Timeline, and Budget

It is expected that the City will refer no less than 8 households to KHA during the duration of this MOU. The City represents that there are sufficient funds available to meet its obligations in the event that all 8 properties are sold to buyers educated by the KHA pursuant to this MOU.

5. Recordkeeping

KHA will maintain, make available, and provide access to books, documents, papers, and records relating to this MOU to the City, the Wisconsin Department of Commerce, the U.S. Department of Housing and Urban Development, the U.S. Inspector General, or any of their duly authorized representatives, for the purpose of making audits, examinations, excerpts, transcriptions, and/or copies therefrom. KHA will retain all records relating to this MOU for no less than three years following the final payment hereunder.

6. Amendments

This MOU may be amended by either party with fifteen days' written notice to the other party. Amendments may be rejected or revised by written notice to the proposing party within ten days of their receipt.

7. Termination of Memorandum of Understanding

This MOU may be terminated for cause by either party with fifteen days' written notice.

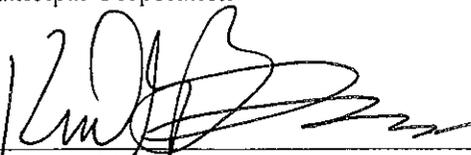
8. Term of Memorandum of Understanding

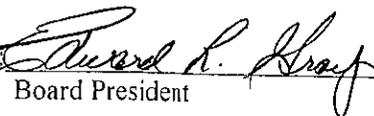
This MOU shall be in effect from the date of its execution through February 28, 2013.

Executed this 1st day of February, 2010

CITY OF KENOSHA,  
A Municipal Corporation

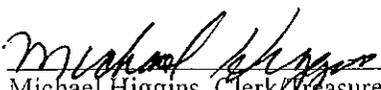
KENOSHA HOUSING AUTHORITY

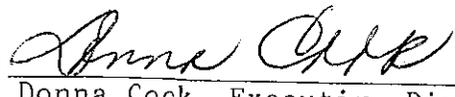
By:   
Mayor Keith G. Bosman

By:   
Board President

Countersigned:

Countersigned:

By:   
Michael Higgins, Clerk/Treasurer/Assessor

By:   
Donna Cook, Executive Director

Date: 2/2/10

Date: 2/16/10

·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 and Members of the Common Council  
Finance Committee

**FROM:** Anthony Geliche, Community Development Specialist *A.S.*

**RE:** Grant Closeout Agreement CDBG-R

**DATE:** February 27, 2013

The Recovery Act included \$1 billion in Community Development Block Grant – Recovery (CDBG-R) funds to support a broad range of housing and community development projects that were considered “shovel-ready”, i.e., could be implemented as soon as possible.

The City of Kenosha's Grant was in the amount of \$282,483 of CDBG-R funds that constituted a special allocation of the FY 2008 CDBG funds. The City had to give priority to projects that would be obligated within one hundred twenty (120) days of Housing and Urban Development (HUD) approval.

The City utilized \$280,801 of the Grant for the resurfacing of 65th Street between 14th Avenue and 22nd Avenue.

The submission of this Grant Closeout Agreement and attachments is a procedural requirement as the result of the City of Kenosha's use of the funds allocated under the Recovery Act.

If you have any questions, please contact me at 653.4039 or via email at [tgeliche@kenosha.org](mailto:tgeliche@kenosha.org).

TG:kas  
Attachment

## **GRANT CLOSEOUT AGREEMENT**

for

**Entitlement Community Development Block Grant - Recovery Program**

Between

**U.S. Department of Housing & Urban Development  
310 West Wisconsin Avenue - Suite 1380  
Milwaukee, WI 53203**

and

**City of Kenosha  
625 52nd Street  
Kenosha, WI 53140**

This Agreement sets forth the terms and conditions associated with the closeout of HUD CDBG-R Grant B-09-MY-SS-0003 dated August 11, 2009, and any applicable Amendments. The City of Kenosha certifies that, to the best of its knowledge:

- All activities as authorized by this grant and any applicable Amendments have been completed as described in the Grantee's Final Performance Report dated August 16, 2010.
- During the administration of this award, no fraud, waste or mismanagement has occurred in carrying out the approved activities.
- All grant-financed costs associated with these activities have been incurred.
- Proper provisions have been made for the payment of all unpaid costs and unsettled third-party claims.
- The Department of Housing and Urban Development (HUD) is under no obligation to make any payment to the City of Kenosha in excess of the amount identified in the Grant Agreement.
- Statements and amounts set forth in the Federal Financial Report (SF-425) are true and accurate as of this date.

Further, the City of Kenosha hereby acknowledges the remaining obligation(s) under the terms of the Grant Agreement and agrees as follows:

- All records and documents pertaining to this grant will be maintained for a period of four (4) years after execution of this Closeout Agreement or the period required by other applicable laws and regulations related to *affirmatively furthering fair housing* -24 CFR 570.506(g)(1), *Lead-Based Paint-Poisoning Prevention Act*-24 CFR 570.608, *Architectural Barriers Act* and *Americans with Disabilities Act*-24 CFR 570.614, and the *Uniform Relocation Act*-24 CFR 570.606.

- Any real property within the City of Kenosha's control which was acquired or improved in whole or part using CDBG funds in excess of \$25,000 is governed by the principles described in 24 CFR 570.505.
- If any rehabilitated property falls within a flood plain, flood insurance coverage must be maintained for the mandatory period for affected property owners.
- Submit to HUD a Federal Financial Report using Standard Form 425 upon the completion of the final audit and resolution of any finding.
- A total of \$1,682.00 in grant funds will be recaptured by HUD upon execution of this Closeout Agreement.

HUD maintains the right to conduct future monitoring of this grant, either on site or by review of the information or copies of documents requested from the City of Kenosha. The City of Kenosha acknowledges that a finding of non-compliance resulting from such a review and failure to take appropriate corrective action satisfactory to HUD may be taken into account by HUD as evidence of unsatisfactory performance, in consideration of future grant awards. Further the City of Kenosha may be required to repay HUD any disallowed costs based on the results of a future audit or monitoring finding.

**CITY OF KENOSHA:**

\_\_\_\_\_  
*Keith G. Bosman, Mayor*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Debra Salas, City Clerk-Treasurer*

\_\_\_\_\_  
*Date*

**DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT:**

\_\_\_\_\_  
*Sernorma Mitchell, CPD Director*

\_\_\_\_\_  
*Date*

# FEDERAL FINANCIAL REPORT

(Follow form instructions)

1. Federal Agency and Organizational Element to Which Report is Submitted US Department of Housing and Urban Development	2. Federal Grant or Other Identifying Number Assigned by Federal Agency (To report multiple grants, use FFR Attachment) B-09-MY-55-0003	Page 1	of 1 pages
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3. Recipient Organization (Name and complete address including Zip code)  
 City of Kenosha, Wisconsin  
 625-52nd Street Kenosha, WI. 53140

4a. DUNS Number 078932589	4b. EIN 39-6005481	5. Recipient Account Number or Identifying Number (To report multiple grants, use FFR Attachment) 751-09-50101-585	6. Report Type <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual <input checked="" type="checkbox"/> Final	7. Basis of Accounting <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual
------------------------------	-----------------------	--	--	---

8. Project/Grant Period From: (Month, Day, Year) 07/09/09	+	To: (Month, Day, Year) 09/10/12	+	9. Reporting Period End Date (Month, Day, Year) 09/30/12
---	---	------------------------------------	---	--

10. Transactions Cumulative

*(Use lines a-c for single or multiple grant reporting)*

<b>Federal Cash (To report multiple grants, also use FFR Attachment):</b>	
a. Cash Receipts	0
b. Cash Disbursements	0
c. Cash on Hand (line a minus b)	0

*(Use lines d-o for single grant reporting)*

<b>Federal Expenditures and Unobligated Balance:</b>	
d. Total Federal funds authorized	282,483
e. Federal share of expenditures	280,801
f. Federal share of unliquidated obligations	0
g. Total Federal share (sum of lines e and f)	280,801
h. Unobligated balance of Federal funds (line d minus g)	1,682

<b>Recipient Share:</b>	
i. Total recipient share required	0
j. Recipient share of expenditures	0
k. Remaining recipient share to be provided (line i minus j)	0

<b>Program Income:</b>	
l. Total Federal program income earned	0
m. Program income expended in accordance with the deduction alternative	0
n. Program income expended in accordance with the addition alternative	0
o. Unexpended program income (line l minus line m or line n)	0

11. Indirect Expense	a. Type	b. Rate	c. Period From	Period To	d. Base	e. Amount Charged	f. Federal Share
	00						
g. Totals:							

12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation:

13. Certification: By signing this report, I certify that it is true, complete, and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)

a. Typed or Printed Name and Title of Authorized Certifying Official CAROL L. STANCATO DIRECTOR OF FINANCE	c. Telephone (Area code, number and extension) 262-653-4180
b. Signature of Authorized Certifying Official 	d. Email address finance@kenosha.org
e. Date Report Submitted (Month, Day, Year) 2/26/13	

14. Agency use only:

Standard Form 425  
 OMB Approval Number: 0348-0061  
 Expiration Date: 10/31/2011

**Paperwork Burden Statement**  
 According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is 0348-0061. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0060), Washington, DC 20503.

**Report Information**

<b>Award Type</b>	<b>Award Number</b>	<b>Prime DUNS</b>	<b>Calendar Yr/Qtr</b>	<b>Final Report</b>
Grant	B-09-MY-55-0003	078932589	2010 / 2	Yes

**Award Recipient Information**

<b>Recipient DUNS Number</b>	078932589	<b>Recipient Address 1</b>	625 52ND ST STE 208
<b>Recipient Account Number</b>		<b>Recipient Address 2</b>	
<b>Recipient Congressional District</b>	01	<b>Recipient City</b>	KENOSHA
<b>Parent DUNS Number</b>	078932589	<b>Recipient State</b>	WI
<b>Recipient Type</b>	12.C8.VN	<b>Recipient ZIP Code + 4</b>	531403480
<b>Recipient Legal Name</b>	KENOSHA, CITY OF (INC)	<b>Recipient Country</b>	USA
<b>Recipient DBA Name</b>			

**Project / Award Information**

<b>Funding Agency Code</b>	8600	<b>Total Number of Sub Awards less than \$25,000/award</b>	0
<b>Awarding Agency Code</b>	8600	<b>Total Amount Sub Awards less than \$25,000/award</b>	0.00
<b>Program Source (TAS) Code</b>	86-0161	<b>Total Number of Sub Awards to Individuals</b>	0
<b>Sub Account Number for Program Source</b>		<b>Total Amount of Sub Awards to Individuals</b>	0.00
<b>CFDA Number</b>	14.253	<b>Total Number of Payments to Vendors less than \$25,000/award</b>	0
<b>Amount of Award</b>	282483.00	<b>Total Amount of Payments to Vendors less than \$25,000/award</b>	0.00
<b>Award Date</b>	08/24/2009		
<b>Award Description</b>	CDBG-R - Funds used for resurfacing project.		

**Project Information**

<b>Project Name or Project/ Program Title</b>	CDBG-R Resurfacing	<b>Activity Codes (NAICS or NTEE-NPC) (up to 10)</b>
<b>Quarterly Activities/ Project Description</b>	No activity this quarter.	<b>Activity Code 1</b>
<b>Project Status</b>	Fully Completed	237310
<b>Total Federal Amount ARRA Funds Received/ Invoiced</b>	280801.00	<b>Activity Code 2</b>
<b>Number of Jobs</b>	0.00	
<b>Description of Jobs Created</b>	00	<b>Activity Code 3</b>
	Jobs created were previously reported.	<b>Activity Code 4</b>
<b>Total Federal Amount of ARRA Expenditure</b>	280801.00	<b>Activity Code 5</b>
<b>Total Federal ARRA Infrastructure Expenditure</b>	280801.00	<b>Activity Code 6</b>
<b>Infrastructure Purpose and Rationale</b>	Resurfacing deteriorated road in low income neighborhood.	<b>Activity Code 7</b>
		<b>Activity Code 8</b>
		<b>Activity Code 9</b>
		<b>Activity Code 10</b>

**Report Information**

<b>Award Type</b>	<b>Award Number</b>	<b>Prime DUNS</b>	<b>Calendar Yr/Qtr</b>	<b>Final Report</b>
Grant	B-09-MY-55-0003	078932589	2010 / 2	Yes

**Infrastructure Contact**

<b>Name</b>	Anthony Geliche	<b>Street Address 1</b>	625-52nd Street
<b>Email</b>	tgeliche@kenosha.org	<b>Street Address 2</b>	
<b>Phone</b>	(262) 653-4030	<b>Street Address 3</b>	
<b>Ext</b>		<b>City</b>	Kenosha
		<b>State</b>	WI
		<b>ZIP Code + 4</b>	53140 - 3480

**Primary Place of Performance**

<b>Address 1</b>	625-52nd Street
<b>Address 2</b>	
<b>City</b>	Kenosha
<b>Country Code</b>	US
<b>State</b>	WI
<b>ZIP Code + 4</b>	53140 - 3480
<b>Congressional District</b>	01

**Recipient Highly Compensated Officers**

<b>Prime Recipient Indication of Reporting Applicability</b>	No	<b>Officer 3 Name</b>	
<b>Officer 1 Name</b>		<b>Officer 3 Compensation</b>	
<b>Officer 1 Compensation</b>		<b>Officer 4 Name</b>	
<b>Officer 2 Name</b>		<b>Officer 4 Compensation</b>	
<b>Officer 2 Compensation</b>		<b>Officer 5 Name</b>	
		<b>Officer 5 Compensation</b>	

**Report Audit Trail**

<b>Created By</b>	Anthony Geliche
<b>Date Created</b>	07/20/2010 03:37 PM
<b>Last Updated By</b>	Anthony Geliche
<b>Last Updated On</b>	08/16/2010 05:33 PM



U.S. Department of Housing and Urban Development  
Community Planning and Development

OMB Approval No. 2506-0193 (exp 1/31/2015)

Attachment: D

**CDBG-R Closeout Checklist**

For the purposes of expediting the grant closeout process, HUD asks applicants to submit the following checklist.

<b>Grantee Name</b> City of Kenosha, Wisconsin	<b>Grant Number</b> B-09-MY-55-0003
<b>Official Contact Person</b> Anthony Geliche	<b>Telephone Number</b> 262-653-4030
<b>Email Address</b> tgeliche@kenosha.org	<b>Fax Number</b> 262-653-4045
<b>DUNS NUMBER</b> 078932589	

**1. Program Income**

- Is there any program income on-hand at the time the close out agreement is signed? Yes  No   
If yes, explain:

**2. CDBG-R Activities**

- Are any of the activities ineligible under the Recovery Act, including swimming pools, golf courses, zoos, aquariums, and casinos or other gambling establishments? Yes  No  If yes, explain:
- Are any of the activities ineligible under the regular CDBG program or do any of the activities provide insufficient public benefit per 24 CFR 570.209(b)(3) or 24 CFR 570.482(f)(4)?  
Yes  No  If yes, explain:
- Do any activities contradict with any of the provisions in President Obama's *Ensuring Responsible Spending of Recovery Act Funds* Memo, including the section on *Avoiding Funding of Imprudent Projects*? Yes  No  If yes, explain:
- Any unused grant funds cancelled by HUD? Yes  No  If yes, explain:  
Balance of grant \$1,682 not utilized.

**3. Draw Downs**

- Evidence that no more than 10% of the grant amount was spent on administration and planning?  
Yes  No  If no, explain:
- Evidence that no more than 15% of the grant amount was spent on public services? Yes  No  If no, explain:
- Evidence that at least 70% of the grant amount principally benefitted persons of low- and moderate-income? Yes  No  If no, explain:
- Did grantee commingle regular CDBG and CDBG-R funds? Yes  No  If yes, explain:
- If applicable, did the activities identified meet the public benefit standard underwriting guidelines as described in 24 CFR 570.209 (a) for entitlements grantees and 24 CFR 570.482(e) for states



U.S. Department of Housing and Urban Development  
Community Planning and Development

OMB Approval No. 2506-0193 (exp 1/31/2015)

Yes  No  If no, explain:

4. Activity Eligibility and Meet a National Objective

- Are all activities eligible and does each activity meets a national objective? Yes  No  If no, explain

5. Audits

- Did the grantee have any open audits prior to CDBG-R allocation? Yes  No , if yes explain
- Did the grantee make reviews and audits of subrecipients and/or state recipients? Yes  No , if no explain

6. Monitoring

- Does the grantee have any open monitoring findings? Yes  No , if yes explain

7. Reporting Systems

- Are all quarterly reports current and accurate in Federal Reporting? Yes  No , if no explain
- Did grantee report on the number of jobs created or retained for each activity carried out? Yes  No , if no explain
- Did the grantee report on the name, location, and contact information for the entity that carried out each activity? Yes  No , if no explain
- Does the RAMPS data system indicate that the environmental review is complete? Yes  No , if no explain
- Did the grantee indicate that the grant is complete in Federal Reporting? Yes  No , if no explain

8. Certifications

- Did the grantee adhere to all certifications regarding the applicable provisions of the CDBG-R Notice? For example, Buy American provisions, Affirmatively Furthering Fair Housing, Section 3, Lead-based paint procedures. Yes  No , if no explain

GRANTEE

By: \_\_\_\_\_  
Grantee Authorized Representative's Signature

\_\_\_\_\_  
Date



U.S. Department of Housing and Urban Development  
Community Planning and Development

OMB Approval No. 2506-0193 (exp 1/31/2015)

Attachment: C

**Community Development Block Grant – Recovery (CDBG-R) Program  
Grantee Closeout Certification**

Grantee Name: City of Kenosha, Wisconsin

Grant Number: B-MY-55-0003

The Grantee hereby certifies that: (1) the grant as described in the approved application has been performed in accordance with the terms and conditions of the executed Grant Agreement and applicable CDBG-R Grant Award and that there are no known outstanding programmatic or financial issues; and (2) all data provided below fairly reflects costs and sources of funds of the CDBG-R grant and are taken from HUD-approved reports and other project-related documents.

- 1. Grant amount authorized. \$ 282,483
- 2. Cumulative grant funds disbursed. \$ 280,801  
(Grantee should draw down amounts for any final audit costs or unsettled third party claims. Any such amounts not subsequently disbursed must be immediately reimbursed to HUD.)
- 3. Grant funds recaptured previously \$ 0
- 4. Balance of grant funds to be recaptured. \$ 1,682  
(These funds will be recaptured by HUD in order for the funds to be returned to the U.S. Treasury.)

\_\_\_\_\_  
Grantee Authorized Representative's Signature and Date

Keith G. Bosman  
\_\_\_\_\_  
Typed Name of Signatory

Mayor  
\_\_\_\_\_  
Title

\_\_\_\_\_  
CPD Division Director Signature and Date

Sernorma L. Mitchell  
\_\_\_\_\_  
Typed Name of Signatory

Director  
\_\_\_\_\_  
Title

The above signature by HUD signifies approval of grant closeout.



**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 26, 2013

To: Eric Haugaard, Chairman,  
Public Works Committee

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

Subject: Acceptance of Project 12-1019 Joint, Crack Cleaning and Sealing

Location: Citywide

Please be advised that the above referenced project has been satisfactorily completed by Behm Pavement Maintenance, Crystal Lake, Illinois. This project consisted of routing, cleaning cracks and joints in asphalt or concrete pavements, and sealing prepared cracks and joints with an approved sealing material.

It is recommended that the project be accepted in the final amount of \$229,242.72. Original contract amount was \$240,000.00. This is a quantities and unit cost contract. Actual work was adjusted to commensurate with available funding and did not exceed the budgeted amount of \$240,000.00. Funding was from CIP Line Item IN-93-002.

SAB/kjb



**ENGINEERING DIVISION**  
SHELLY BILLINGSLEY, P.E.  
CITY ENGINEER

**PARK DIVISION**  
JEFF WARNOCK  
SUPERINTENDENT

**FLEET MAINTENANCE**  
MAURO LENCI  
SUPERINTENDENT

**STREET DIVISION**  
JOHN H. PRIJIC  
SUPERINTENDENT

**WASTE DIVISION**  
ROCKY BEDNAR.  
SUPERINTENDENT

**DEPARTMENT OF PUBLIC WORKS**

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

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

February 26, 2013

To: Eric Haugaard, Chairman, Public Works Committee  
Patrick Juliana, Chairman, Stormwater Utility Committee

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

Subject: Acceptance of Project 12-1024 60<sup>th</sup> Street Resurfacing

Location: 60<sup>th</sup> Street - 22<sup>nd</sup> Avenue to 8<sup>th</sup> Avenue

Please be advised that the above referenced project has been satisfactorily completed by Cicchini Asphalt, LLC, Kenosha, Wisconsin. This project consisted of full depth saw cutting, removing and replacing concrete curb and gutter, concrete sidewalks and driveway approaches, replacing storm sewer leads and inlets, asphalt milling, excavation, curb ramps with detectable warning fields, traffic control and landscaping.

It is recommended that the project be accepted in the final amount of \$997,076.84 (resurfacing total is \$776,895.27 and storm sewer total is \$220,181.57).

Original contract amount was \$749,759.88 for resurfacing plus \$75,240.12 in contingency for unforeseen conditions (if needed) for a total of \$825,000.00, funding was from CIP Line IN-10-003; \$223,480.00 for storm sewer plus \$22,520.00 in contingency for unforeseen conditions (if needed), for a total of \$246,000.00, funding was from CIP Line SW-95-001.

SAB/kjb

Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission  <b>FACT SHEET</b>	January 24, 2013	Item 2
<b>Conditional Use Permit for a renovation to the stadium at Simmons Field at 7817 Sheridan Road.          (Northwoods League) (District #12) PUBLIC HEARING</b>			

**LOCATION/SURROUNDINGS:**

Site: 7817 Sheridan Road  
 Zoned: South Sheridan

**NOTIFICATIONS/PROCEDURES:**

The alderman of the district, Alderman Bostrom, has been notified. This item will also be reviewed by the Parks Commission before final approval by the Common Council.

**ANALYSIS:**

- Representatives of the Northwoods Baseball League have submitted the attached application to make renovations to the existing Simmons Baseball Field at 7817 Sheridan Road. The proposal includes new bleachers along the first and third base lines, as well as renovations to the existing bleacher facility behind home plate. The existing bleacher benches would be replaced with individual seats and the new bleachers would have individual seats. The facade of the structure behind home plate would be enhanced with decorative brick material around the concessions area. The applicant would also enhance features on the site with new fencing and entrance gates.
- Part of the proposal is to construct a gravel parking lot behind the right-field wall. Section 5.08 of the Code of General Ordinances allows parking facilities owned or operated by the City to be unpaved. The parking lot could hold up to one hundred seventy-three (173) parking spaces. The plans indicate one hundred seventy-eight (178) spaces, but five (5) will have to be eliminated since they do not conform to the Ordinance. The existing parking lot at the front part of the site holds an additional fifty-four (54) parking spaces for a total of two hundred twenty-seven (227) parking spaces on-site. The proposed facility can seat up to 2,080 people. The Zoning Ordinance requires one (1) parking space per five (5) seats. Therefore, four hundred sixteen (416) parking spaces are required. Since there is a shortage of one hundred eighty-nine (189) parking spaces on site, the Common Council must approve of an Exception to the minimum off-street parking requirement. The Northwoods League has been negotiating with neighboring businesses and users to provide additional reserved parking spaces.
- The plans were sent to City Departments for their review. Their comments are included in the attached Conditions of Approval.
- The plans generally comply with Sections 4 and 14 of the Zoning Ordinance.

**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

<b>Planning &amp; Zoning Division</b> 625 52nd Street Kenosha, WI 53140 262.653.4030	<b><i>Kenosha City Plan          Commission          Conditions of          Approval</i></b>	<b>Northwoods League</b> <b>7817 Sheridan Road</b>	January 24, 2013
---	--	---	------------------

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. The applicant shall obtain a Sidewalk permit 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.
  - 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 with the exception of the gravel parking area on the East end of the site, 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 trash containers shall be stored within the enclosure or building. The applicant/owner shall be responsible for waste collection and removal for the development. The City of Kenosha shall not provide waste collection or removal services or incur any cost in this regard.
  - h. The applicant shall meet all applicable Conditions of Approval and obtain a building permit within six (6) months of Common Council approval of the Conditional Use Permit or the Conditional Use Permit shall be null and void.

Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	<b><i>Kenosha City Plan          Commission          Conditions of          Approval</i></b>	<b>Northwoods League          7817 Sheridan Road</b>	January 24, 2013
--	--	--	------------------

- i. All improvements, including landscaping, shall be maintained per the approved plans. Any damaged fencing, landscaping or building shall be replaced or reconstructed per the approved plans.
  - j. Compliance with the Lease between the City, Board of Park Commissioners and Baseball Like It Oughta Be, LLC and Northwood League, Inc. approved by the Common Council on December 17, 2012.
2. The following conditions of approval shall be satisfied with City Staff prior to the issuance of any Construction permits.
- a. The Engineering Plan shall be revised and resubmitted for review and approval addressing comments listed in the Public Works memo dated January 14, 2013.
  - b. Provide more details on the following items:
    - i. Is the space underneath the first and third base bleachers open or enclosed? If it is enclosed, provide details on the proposed material, and those materials shall comply with Section 14.0 of the Zoning Ordinance.
    - ii. Provide greater detail on the decorative concrete piers, decorative cast in place concrete walls, etc.
    - iii. An Architectural Elevation of the main grandstand behind home plate shall be submitted showing the proposed changes and building materials.
    - iv. If the exterior elevation of the team locker room building at the far west end of the site is being modified, then an Exterior Elevation Plan shall be submitted for that building.
    - v. The types of materials for all fencing shall be better defined. If possible, all new chain-link fencing shall be vinyl coated.
    - vi. Will the parking spaces on the gravel lot be striped/painted?
  - c. On the Parking Plan, remove the five (5) northernmost parking stalls from the center parking row to allow for greater traffic flow at this end of the parking field.
  - d. A Special Exception to the off-street parking standards of the Zoning Ordinance shall be approved by the Common Council prior to the issuance of any construction permits.

/u2/acct/cp/ckays/1CPC/2013/JAN24/conditions-cup-northwoods.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

## MEMO

**TO:** Brian Wilke, Development Coordinator

**FROM:** Clement Abongwa, P.E. C.A.  
Assistant City Engineer

**DATE:** January 14, 2013  
**SUBJECT:** PLAN REVIEW COMMENTS  
**Project Description:** Simmons Filed Renovation  
**Location:** 7817 Sheridan Road

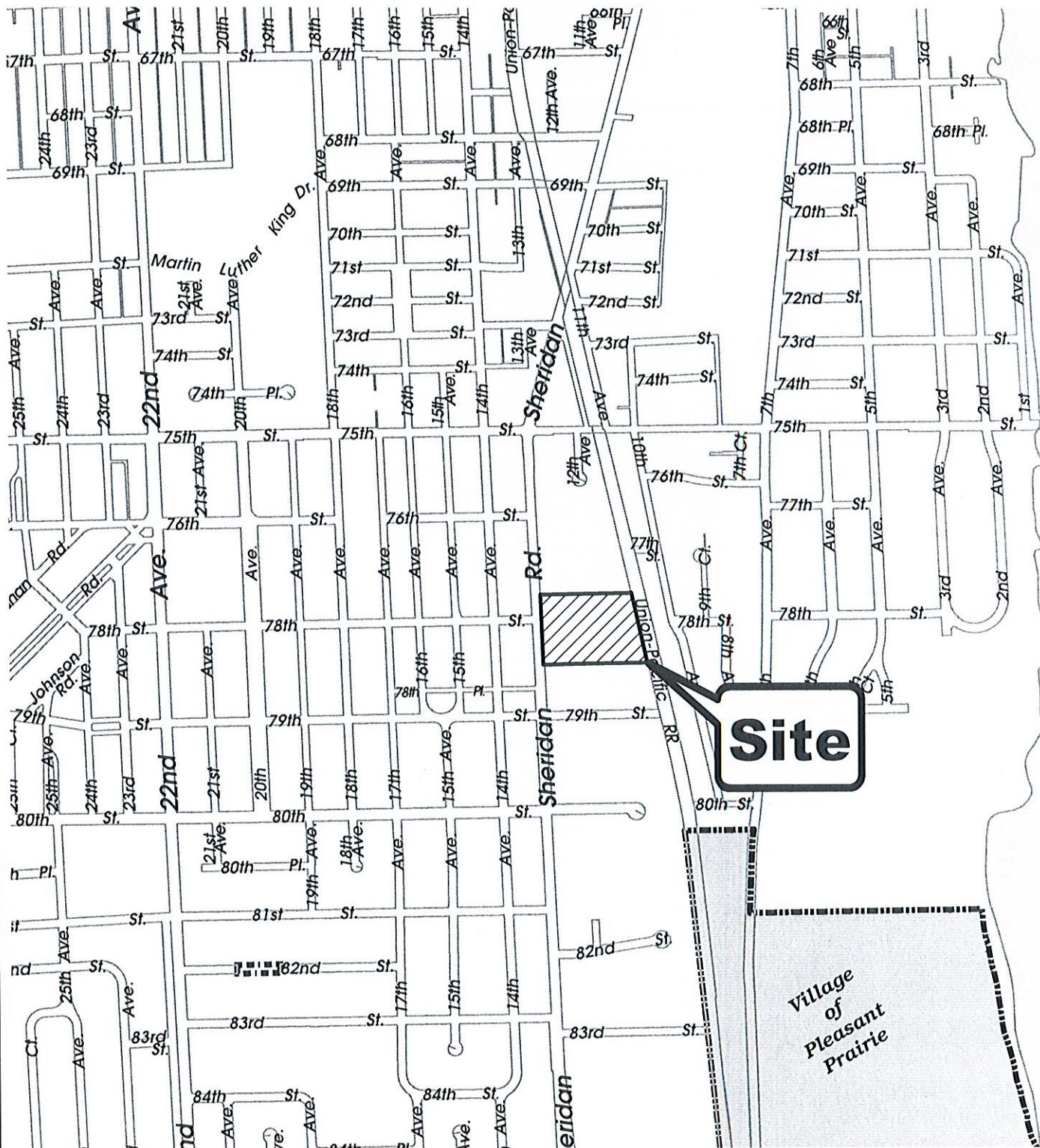
1. City will be responsible for lighting and parking lot. Layout is informational only since parking lot will not be paved per City of Kenosha Code of General Ordinance 5.08 A.1.
2. City will be updating field lighting by replacing lamps and ballasts if necessary.
3. Need to have demolition plan to show features that will be removed.
4. Need to include grading plan showing elevations of walkways, bleachers, dugouts, grass berm, etc.
5. Need to have erosion control plan (requirement to obtain erosion control permit)
6. Need to include detail drawings for wall, foundation, sidewalk, party deck, grass berm, fence gate, proposed chain link fence, storm sewer connection for dugout (have a crock, pump, and perimeter drain tile), porous floor in dugout, porous concrete or pavers, light pole through bleachers, dumpster detail, 30" fence detail to provide further comments.
7. Sheet S101 Proposed Site Plan – How do pedestrians access the bleacher ramp? How wide is the ramp?
8. Sheet S101 Proposed Site Plan – under NOTES #2: ½" weep holes in the wall seems small and easy to plug.
9. Sheet S101 Proposed Site Plan – under NOTES #3: Include area that will be disturbed for further Stormwater Management requirements.
10. Sheet S102 Proposed Parking Plan – Add note INFORMATIONAL ONLY - not part of construction packet.
11. Sheet S103 Stadium Foundation Plan – additional cross sections are necessary for review and verify that all wall thicknesses are labeled and foundation depths are adequate.
12. Sheet S300 Stadium Seating Elevations – for cast-in place concrete dugouts provide structural design calculations from an SE and reinforcement details and bending schedule
13. Sheet S400 Sections – Detail 1/S400 - provide additional information on depth of footing and depth and width of spread footing.

14. Sheet S400 Sections – Detail 2/S400 –
  - a. Show footing /foundation plan and detail with depth of footing.
  - b. Need a section to show foundation and provide foundation structural design calculations
  - c. What is the base for the dugouts?
  - d. How do the dugouts drain? (Example: install 4” perforated drain tile along perimeter of dugout, connect drain tiles in a crock with a pump to get water to nearest storm sewer.)
  - e. It appears as if the wall runs in front of the dugout. Where is the wall opening for entrance and exiting from dugout
  - f. Need survey staking info for locations of wall, bleachers, etc.

**cc:** Cathy Austin  
Clement Abongwa  
Kile Kuhlmeier  
Gerard Koehler

City of Kenosha

Vicinity Map  
Simmons Field - CUP



----- Municipal Boundary



0 200 400 600 800 1,000 Feet  
March 4, 2013 Pg. 307

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

**MAILING INFORMATION**

**NAME OF PROJECT:** \_\_\_\_\_

*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]: Baseball Like It Oughta Be LLC 2920 N Sherman Ave Madison, WI 53704	Phone: 608.246.4277 Fax: 608.246.4163 E-Mail: conor@mallardsbaseball.com
<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):  
Simmons Field, 7817 Sheridan Rd. Kenosha, WI 53143

**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.**

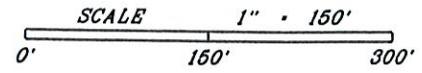
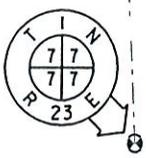
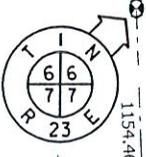
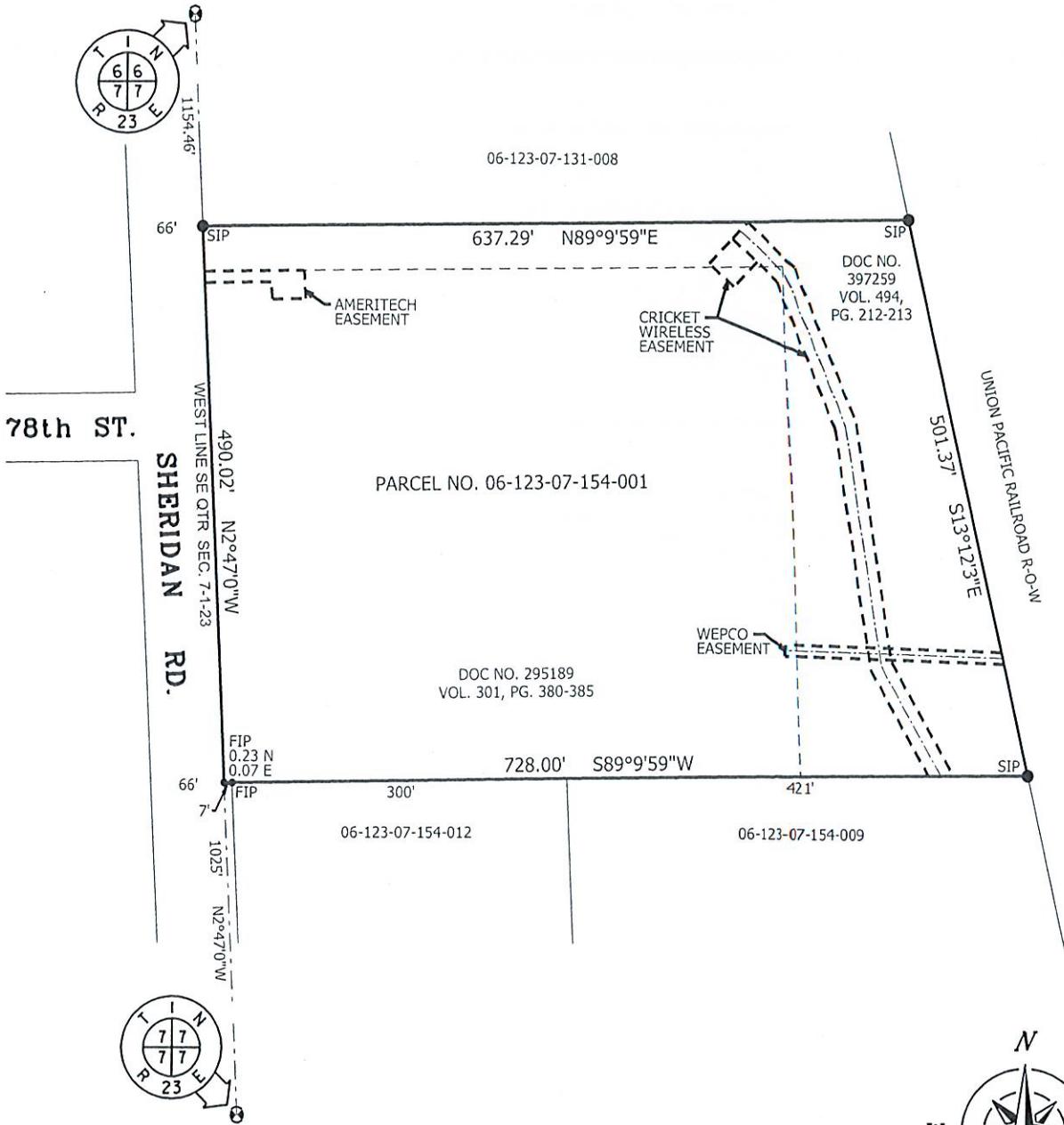
*Submit this cover page, completed application, applicable section(s) and appendices  
along with ALL required plans, information and fees to:*

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
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**SECTION 4  
CONDITIONAL USE PERMIT**

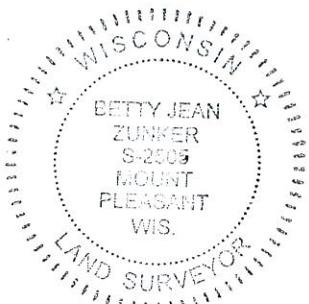
<b>Additional Information Required:</b>	Building or Addition Square Footage: _____ Existing Building Size: _____ Site Size: <u>334,350</u> Current # of Employees <u>0</u> Anticipated # of New Employees <u>5 FT, 100 PT</u> Anticipated Value of Improvements <u>\$1 million</u>																						
<b>Submittal Requirements:</b>	<ul style="list-style-type: none"> <li>➤ Ten (10) full size scaled copies of Specified Plans indicated below drawn at a standard engineering scale</li> <li>➤ Developer Site Plan/Conditional Use Permit Checklist (Appendix A)</li> </ul>																						
<b>If Item to be Reviewed by Plan Commission/Common Council must Submit:</b>	<ul style="list-style-type: none"> <li>➤ 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)</li> <li>➤ Sample Board containing colored samples of all exterior building materials</li> </ul>																						
<b>Fees:</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 35%; text-align: center;"><u>Building or Addition Size</u></th> <th style="width: 35%; text-align: center;"><u>Site size</u></th> <th style="width: 20%; text-align: center;"><u>Review Fee</u></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Level 1</td> <td style="text-align: center;">&lt;= 10,000 sq. ft.</td> <td style="text-align: center;">&lt;= 1 acre</td> <td style="text-align: center;">\$900 = City Plan Dept. <i>or</i> \$1,025 = CPC/CC</td> </tr> <tr> <td style="text-align: center;">Level 2</td> <td style="text-align: center;">10,001 - 50,000 sq. ft.</td> <td style="text-align: center;">1.01 - 10 acres</td> <td style="text-align: center;">\$1,175 = City Plan Dept. <i>or</i> \$1,300 = CPC/CC</td> </tr> <tr> <td style="text-align: center;">Level 3</td> <td style="text-align: center;">50,001 - 100,000 sq. ft.</td> <td style="text-align: center;">10.01 - 25 acres</td> <td style="text-align: center;">\$1,600 = City Plan Dept. <i>or</i> \$1,725 = CPC/CC</td> </tr> <tr> <td style="text-align: center;">Level 4</td> <td style="text-align: center;">&gt; 100,001 sq. ft.</td> <td style="text-align: center;">&gt; 25.01 acres</td> <td style="text-align: center;">\$2,000 = City Plan Dept. <i>or</i> \$2,125 = CPC/CC</td> </tr> </tbody> </table>		<u>Building or Addition Size</u>	<u>Site size</u>	<u>Review Fee</u>	Level 1	<= 10,000 sq. ft.	<= 1 acre	\$900 = City Plan Dept. <i>or</i> \$1,025 = CPC/CC	Level 2	10,001 - 50,000 sq. ft.	1.01 - 10 acres	\$1,175 = City Plan Dept. <i>or</i> \$1,300 = CPC/CC	Level 3	50,001 - 100,000 sq. ft.	10.01 - 25 acres	\$1,600 = City Plan Dept. <i>or</i> \$1,725 = CPC/CC	Level 4	> 100,001 sq. ft.	> 25.01 acres	\$2,000 = City Plan Dept. <i>or</i> \$2,125 = CPC/CC	<ul style="list-style-type: none"> <li>➤ 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.</li> <li>➤ Application fee entitles applicant to an initial review and one re-submittal.</li> <li>➤ Re-submittal fee = \$425 per re-submittal after two (2) permitted reviews.</li> <li>➤ CUP Amendment = 50% of the applicable fee as determined above.</li> </ul>	
	<u>Building or Addition Size</u>	<u>Site size</u>	<u>Review Fee</u>																				
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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																				
<b>Appendices to Review:</b>	<ul style="list-style-type: none"> <li>➤ All</li> </ul>																						
<b>Approximate Review Time:</b>	<ul style="list-style-type: none"> <li>➤ 30 days for Staff Review</li> <li>➤ 45-60 days for City Plan Commission/Common Council Review</li> </ul>																						
The conditional use permit plans, <i>prepared to a standard engineering scale</i> , shall be submitted with this application & shall include the following information:																							
<b>Building Plan:</b>	<ul style="list-style-type: none"> <li>➤ Layout of building(s) including size and layout of rooms</li> <li>➤ Design and architecture</li> <li>➤ Plans and details on fire suppression and/or standpipe</li> <li>➤ Plans and details on fire detection, fire alarm and other safety devices</li> </ul>																						
<b>Site Plan</b> (based on a plat of survey)	<ul style="list-style-type: none"> <li>➤ Legal description of property</li> <li>➤ Location and footprint of building(s) and structure(s)</li> <li>➤ Locations of existing and proposed streets, drives, alleys, easements, rights-of-way, parking as required, vehicular and pedestrian access points, and sidewalks</li> <li>➤ Outline of any development stages</li> <li>➤ Location and details on any required emergency access roads</li> <li>➤ A calculation of square footage devoted to building, paving and sidewalks, and landscaped/open space</li> </ul>																						
<b>Drainage Plan</b>	<ul style="list-style-type: none"> <li>➤ Existing topography, including spot elevations of existing buildings, structures, high points, and wet areas, with any previous flood elevations</li> <li>➤ Floodplain boundaries, if applicable</li> <li>➤ Soil characteristics, where applicable</li> <li>➤ Proposed topography of the site denoting elevations and natural drainage after construction and any proposed stormwater retention areas</li> </ul>																						

CITY OF KENOSHA  
 PLAT OF SURVEY  
 FOR  
 SIMMONS ATHLETIC FIELD



THIS SURVEY WAS MADE UNDER MY DIRECTION AND THE MAP HEREON IS A TRUE REPRESENTATION THEREOF.

*Betty Jean Zunker*  
 BETTY JEAN ZUNKER R.L.S.  
 DECEMBER 26, 2012



BEARINGS ARE REFERENCED TO GRID NORTH, WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE WITH THE BEARING OF THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 7, T. 1 N., R. 23 E., HAVING A BEARING OF NORTH 2°47'00" WEST

March 4, 2013 Pg. 310  
 PAGE 1 OF 2

CITY OF KENOSHA  
PLAT OF SURVEY  
FOR  
SIMMONS ATHLETIC FIELD

All of the land, excepting street right-of-way, contained in a Warranty Deed from Simmons Company to The City of Kenosha, recorded in Volume 301, Page 380-385, Document 295189 on May 8, 1947 with the Kenosha County Register of Deeds Office and being described therein as:

"Part of the northeast quarter of section number seven (7), in town number one (1) north, of range number twenty-three (23) east of the fourth principal meridian, and particularly described as follows, to wit: Commence at the point on the east line of Sheridan Road (so-called), which is one thousand twenty-five (1025) feet north of the south line of said quarter section, and which point is also the southwest corner of the parcel of land conveyed to the party of the first part herein by deed of conveyance recorded in the office of the register of deeds for Kenosha county, Wisconsin, in volume 93 of Deeds, on page 84; thence east, parallel with the south line of said quarter section five hundred twenty (520) feet; thence north parallel with the east line of Sheridan Road four hundred fifty (450) feet; thence west parallel with the south line of said quarter section to the east line of Sheridan Road and to a point which is four hundred fifty (450) feet north of the place of beginning; thence south along the east line of Sheridan Road four hundred fifty (450) feet to the point of beginning, and lying and being in the city of Kenosha, county of Kenosha and state of Wisconsin."

ALSO;

All of the land, excepting street right-of-way, contained in a Warranty Deed from Charles A. Lepp, Trustee to The City of Kenosha, recorded in Volume 494, Page 212-213, Document 397259 on October 3, 1958 with the Kenosha County Register of Deeds Office and being described therein as:

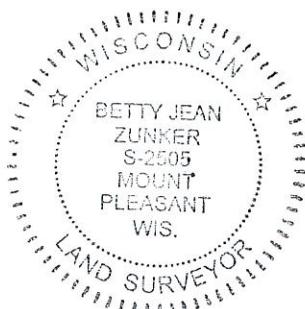
"Part of the Northeast Quarter of Section Seven (7), Town One (1) North, Range Twenty-three (23) East of the Fourth Principal Meridian, and more particularly described as follows: Beginning at a point on the West line of said Quarter Section which point is 1475.00 feet North, as measured along and upon said West line, of the South line of said Quarter Section; thence North, along and upon said West line of said Northeast Quarter Section, 40.02 feet; thence South 88° - 02' East, 637.29 feet; thence South 10° - 25' East, 501.40 feet along and upon the West line of the Chicago and North Western Railway Company Right-of-Way; thence North 88° - 02' West, 208.00 feet; thence North 450.00 feet; thence North 88° - 02' West, 520.00 feet and to the point of beginning, lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin."

Containing 7.675 acres of land more or less.

The above all being subject to easements and restrictions of record.

THIS SURVEY WAS MADE UNDER MY  
DIRECTION AND THE MAP HEREON IS  
A TRUE REPRESENTATION THEREOF.

  
BETTY JEAN ZUNKER R.L.S.  
DECEMBER 26, 2012



December 26, 2012

Re: Condition Use Permit Application – Section 4

Submitted by: Baseball Like It Oughta Be LLC for 7817 Sheridan Rd., Kenosha, WI – Simmons Field

This letter is to serve as an introduction to, and explanation of, our submittal for improvements to Simmons Field in partnership with the city of Kenosha. After review of the Development Review Application and discussion with several city staff members, we wanted to itemize our answers to the requirements outlined as part of the review:

**Building Plan**

1. Layout of buildings – Reflected on Site Plan S100 & S101.
2. Design and architecture – Please reference color renderings in packet.
3. Fire suppression – after consultation with Kenosha Fire, no fire sprinklers will be needed because there will be no change of use to the facility.
4. Fire detection – local and state ordinances will be followed. Fire extinguishers will be installed per code. There will be no change in building use.

**Site Plan**

1. Legal Description of Property – To be provided by city engineering under separate cover.
2. Location and footprint of buildings and structures – Please reference site plan in packet.
3. Location of existing streets and parking plan – Please reference site plan in packet.
4. Development stages:
  - a. Phase One – Scheduled to take place in the Spring of 2013 with completion by July 1, 2013. This phase includes:
    - i. Demolition of existing bleacher down the third baseline and dugouts
    - ii. Construction of interior concrete walls and dugouts
    - iii. Renovation of main grandstand behind home plate including painting, new seat installation, installation of brick façade, installation of four top tables and concessions buildout.
    - iv. Renovation to clubhouse building to include new merchandise store.
  - b. Phase Two – Scheduled to start September 1, 2013. This phase includes:
    - i. Installation of front and back entrance gate
    - ii. Installation of exterior fences
    - iii. Construction of new grandstands down the first base and third base line.
    - iv. Construction of hospitality decks connecting to grandstands behind home plate.
    - v. Installation of new outfield fence and manually operated scoreboard on fence.
    - vi. Installation of new warning track on playing surface
5. Emergency access roads – After consultation with Kenosha Fire there will be two emergency access points to the exterior of the facility and three access points into the facility.
  - a. The exterior of Simmons Field will be accessed from Sheridan Road and through the easement off of 79<sup>th</sup> Street.

- b. There will be three entrances into the facility. The back gate down the right field line will have a 20 foot wide emergency access gate. From this gate there will also be a minimum of a 12 foot wide all weather, hard pack surface path leading to the main courtyard behind home plate. There will be 10 foot wide access gates at the main entrance next to the ticket office and another 10 foot wide gate down the left field line.
6. Square footage calculations – Existing square footage of impervious material is 150,970. This included existing gravel surfaces both inside the ballpark and in the existing parking area beyond the OF wall. By changing the area inside the ballpark that is currently gravel to grass, we would actually have an aggregate reduction in impervious surface at the site to 148,820 sq. ft. Existing percentage of impervious space is 45.1% and proposed would be 44.5%.

**Drainage Plan**

1. Existing topography, etc. – Included in site plan, S100.
2. Floodplain boundaries – Not applicable, the site sits outside of the floodplain.
3. Soil characteristics – Soil Report included in packet.
4. Proposed topography, etc. – No proposed grading changes.

**Landscape Plan**

1. Existing trees and land form – Please see existing site plan, S100.
2. Location, extent and type of proposed plantings – There are no proposed new plantings at this time.
3. Location, height, opaque characteristics and type of any required screening – Please see packet for interior and exterior fencing details including field perimeter wall, outfield fence and exterior fence and gates.

**Utility Plan**

1. Location of all utilities – Please see site plan in packet.
2. Exterior lighting for parking – Existing light structures will be re-used. Some repair/replacement is part of the plan currently being developed by Jeff Warnock.
3. Trash and waste collection – Dumpsters will be placed in the parking lot down the left field line backing up to the maintenance building. Furthermore, trash cans and recycling cans will be dispersed throughout the ballpark when the facility is in use.

Thank you in advance for your time and effort in review of these documents. Please feel free to contact us at anytime with comments, questions, or concerns.

Vern Stenman  
608-575-4267  
Vern Stenman

Conor Caloia  
608-509-3367  
Conor Caloia

5.08 PARKING FACILITIES

A. Definitions.

1. **Parking Facility(ies)** shall mean an off-street parking area, including lots from which motor vehicles are sold, but not including salvage yards or areas used to store towed motor vehicles, in any zoning district, which is utilized or constructed for the purpose of storing or parking five (5) or more motor vehicles, whether or not compensation for such services is charged, except for Parking Facilities owned or operated by a municipality and Parking Facilities owned or operated by industrial or manufacturing establishments and utilized for employee parking or for storing owned or leased vehicles.

2. **Parking** shall mean the keeping of motor vehicles for not more than one (1) day.

3. **Storing** shall mean the keeping of motor vehicles for more than one (1) day.

4. **Motor Vehicles** shall include mobile home, moped, motor bicycle, motor bus, motorcycle, motor-driven cycle, motor home, motor truck and motor vehicles, as defined in Chapter 340, Wisconsin Statutes. The term shall also include trailers.

5. **Altered** shall include enlarged, expanded, redesigned and reconstructed.

6. **Director of Public Works** shall include the designees thereof.

7. **Parking Space** shall be a designated place reserved for the placement of a stored or parked motor vehicle, exclusive of driveways, ramps, columns, office and work areas.

B. License for Parking Facility.

1. License Required.

a. No person, party, firm or corporation shall operate a parking facility within the City without first obtaining a license to do so from the Director of Public Works.

b. A Parking Facility License shall be required to be obtained from the operator of existing unlicensed parking facilities prior to the parking facility being altered, improved or modified, or where the property or business which uses the parking facility will have a change in occupancy, as defined in Section 8.04 of the City of Kenosha Zoning Ordinance.

2. **License Fee.** The license fee therefor shall be payable upon application. The fee, except for a processing fee, shall be refunded if the license is not issued. The Common Council will, from time to time, by Resolution, establish the Permit Fee. Should any parking facility work be commenced prior to the issuance of a permit, the fee shall increase to five (5) times the amount of the fee established by the Common Council by Resolution.

3. **License Term.** Licenses shall be in force and effect until suspended or revoked or until the Parking Facilities are altered and a new license here under issued or denied.

4. **Exception.** Parking Facilities licensed prior to the effective date of this Ordinance need not be relicensed hereunder unless they are altered.

5. **Criteria for License Issuance.** The Director of Public Works shall not grant a license hereunder unless:

a. The Parking Facility shall be located in conformance with the City Zoning Ordinance, as determined by a written report from the City Zoning Administrator.

b. The Parking Facility shall be constructed and maintained in conformance with all relevant State and City laws, rules and regulations.

c. Required Driveway Approach Permits are applied for and obtained and relevant work done in accordance therewith.

d. The Design Criteria for Parking Facilities herein specified is complied with.

e. The Parking Facility must be lighted at night in such a manner so as to make it as safe as the nature of the premises will reasonably permit for vehicular and pedestrian traffic.

6. **Alteration of Parking Facilities.** No Parking Facility shall be altered after the effective day of this Ordinance, without the operator thereof first obtaining a License hereunder, even though the Parking Facility would have been exempt here from had there been no alteration thereof.

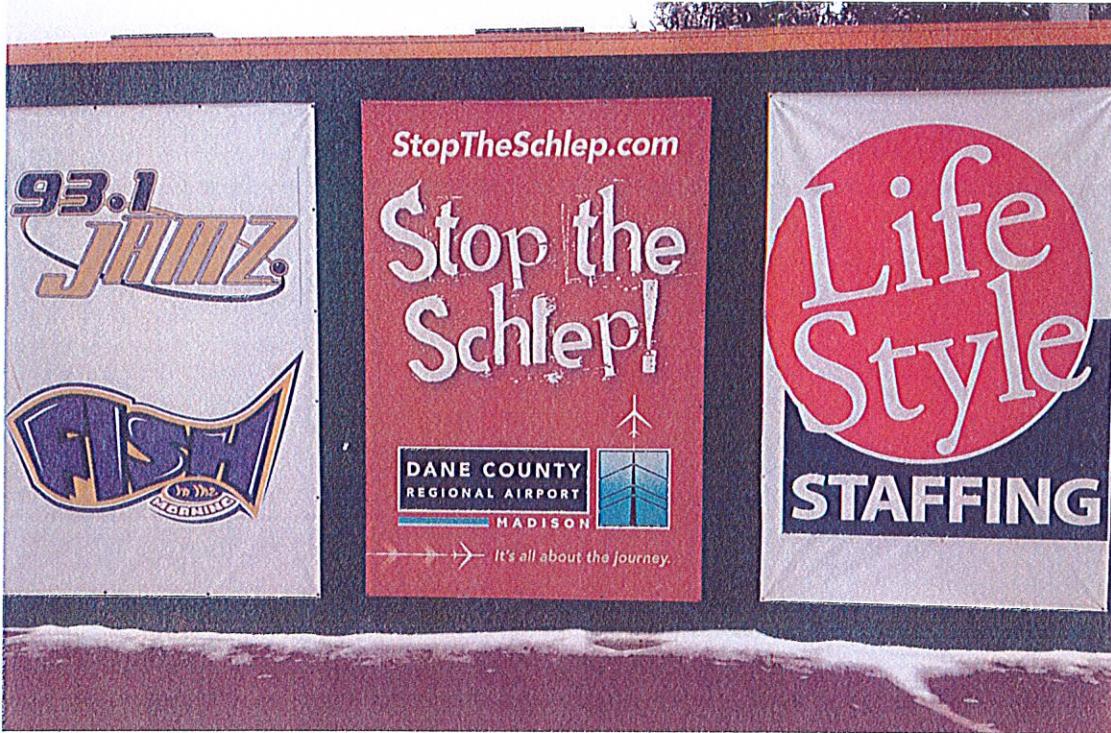
7. **License Application.** The license application shall include the following:

a. A plan of the Parking Facility drawn to a scale of one (1") inch being equal to twenty (20') feet on a single sheet of paper, which drawing shall indicate property lines, existing structures, proposed structures, the number arrangement

## MATERIALS EXAMPLES

### Outfield Fence Example:

The existing OF wall will be covered in plywood & painted blue to match team colors. This is an example of a similar execution that is painted green:



### Decorative cast in-place concrete wall:

This is a photo of the field perimeter wall that we are proposing. The color, brick size & general style is the same in this picture as we are planning on using at Simmons Field.





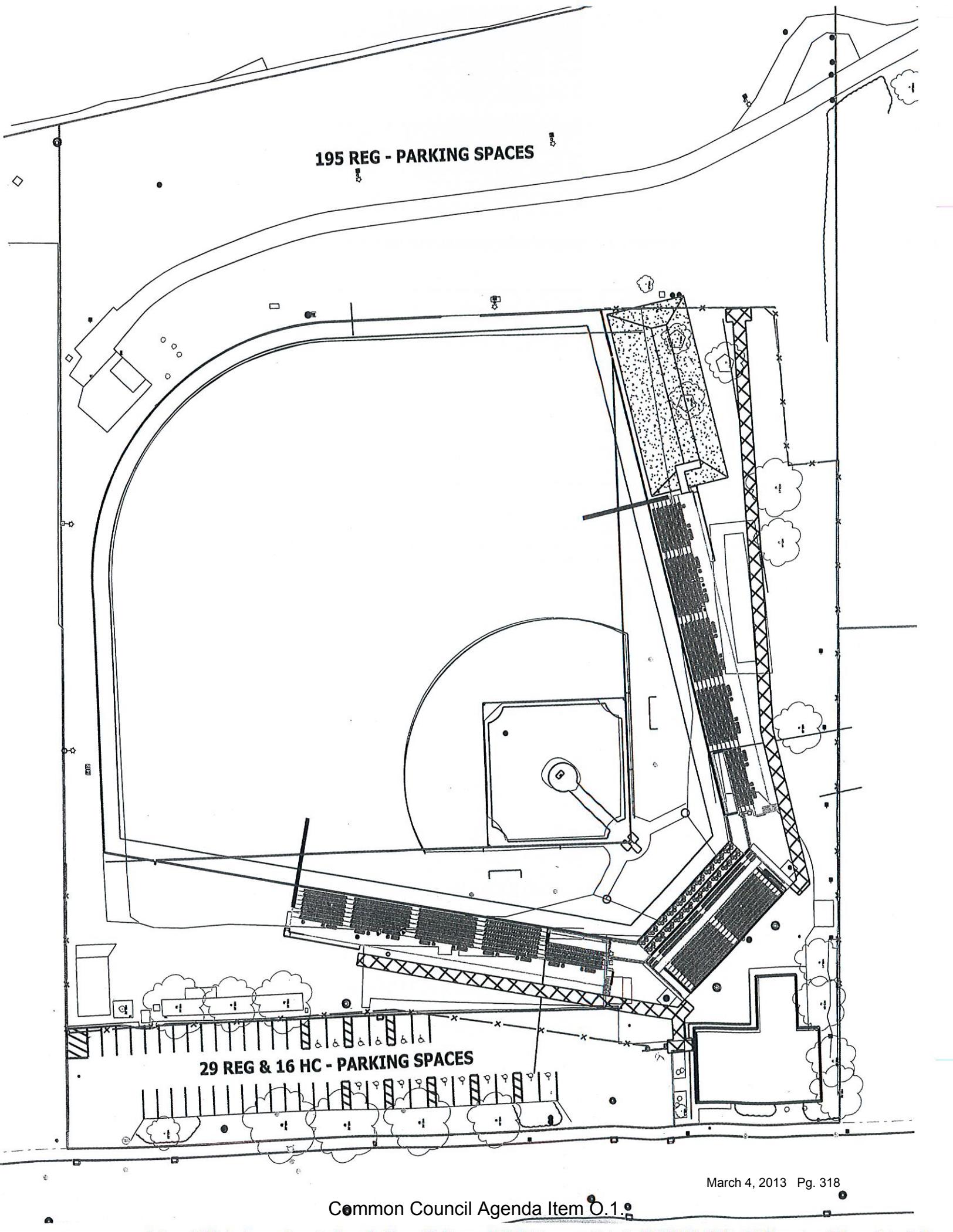
**Simmons Field Renovation - Color rendering #1**



**Simmons Field Renovation - Color rendering #2**

195 REG - PARKING SPACES

29 REG & 16 HC - PARKING SPACES



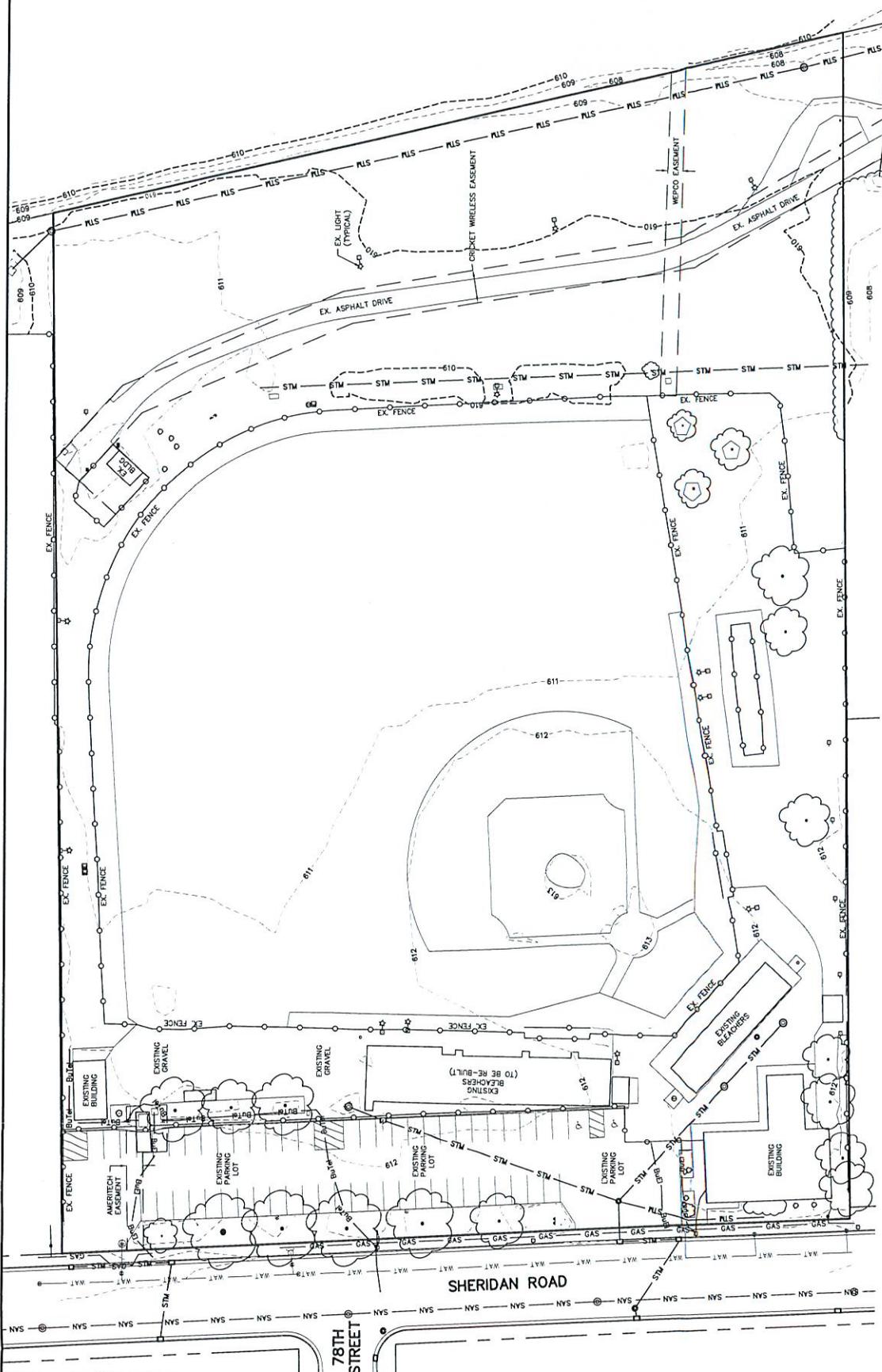


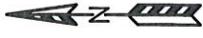
**SIMMONS FIELD REDEVELOPMENT**  
**EXISTING SITE PLAN**  
 DATED: DECEMBER 27, 2012

**S100**

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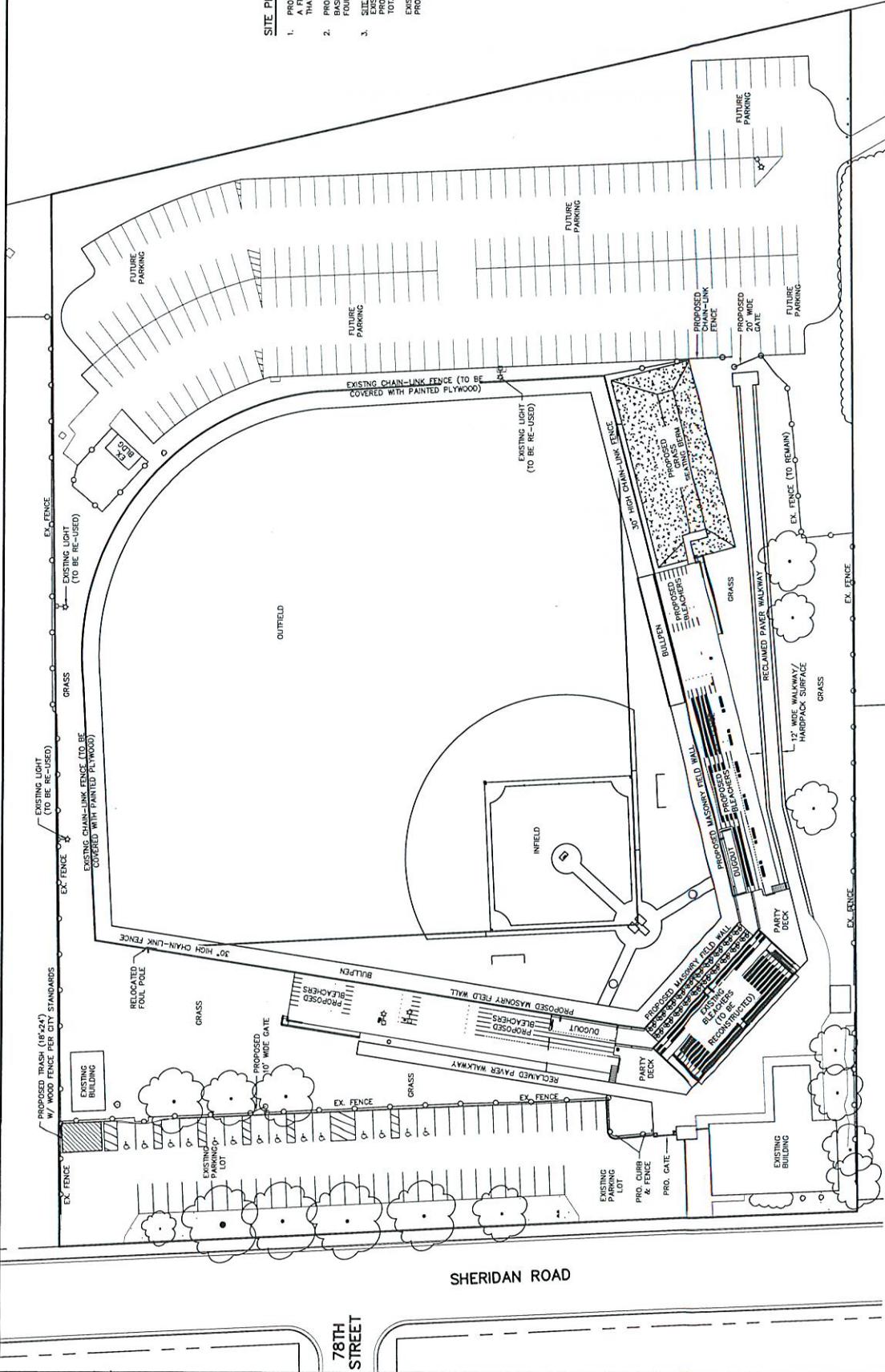


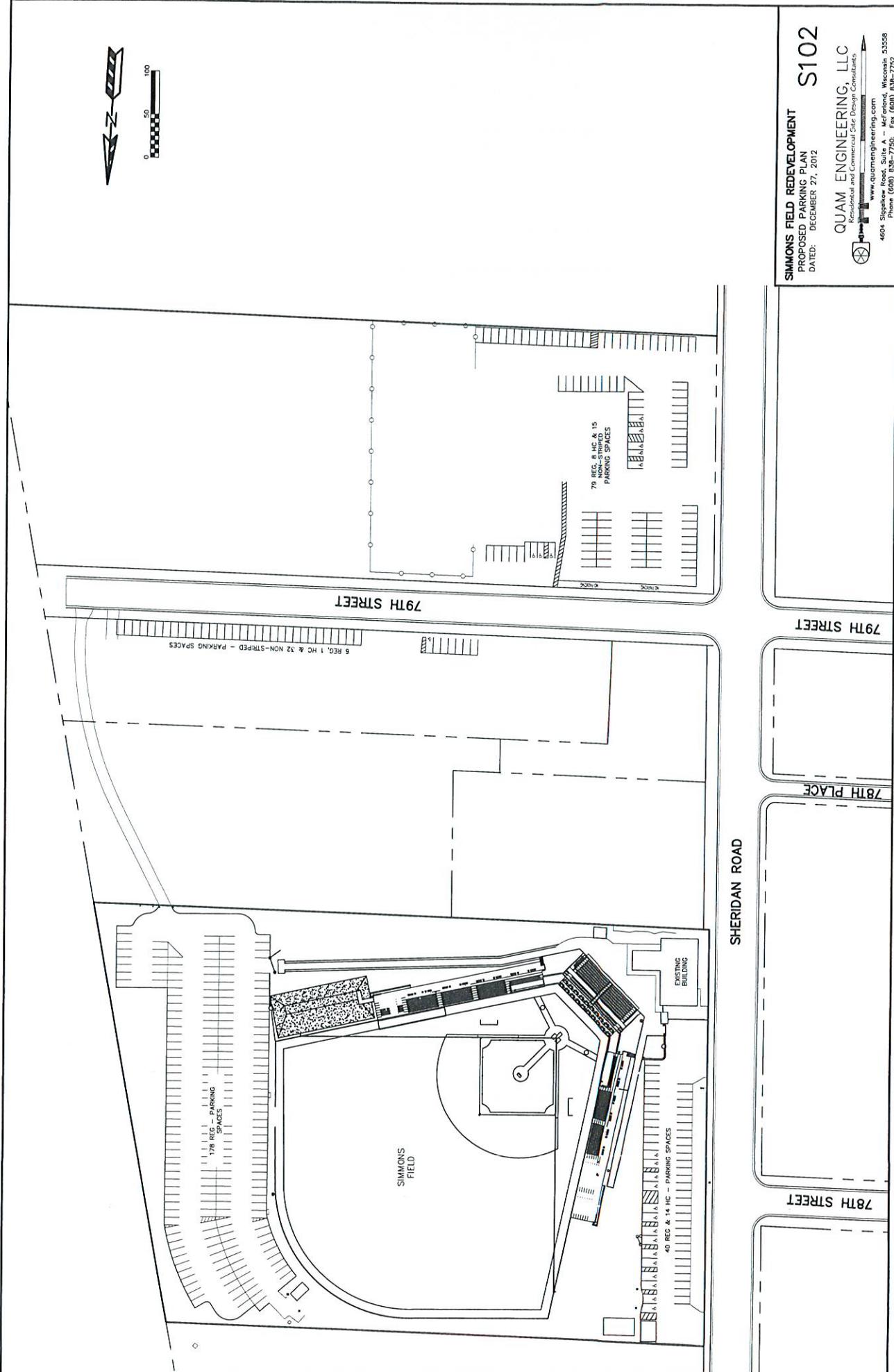
**SITE PLAN NOTES:**

1. PROPOSED DUGOUTS TO BE DRAINED INTERNALLY TO A FRENCH DRAIN/SUMP PUMP DRAINAGE SYSTEM THAT DISCHARGES TO GRADE.
2. PROPOSED BLEACHERS PITCH TO DRAIN TOWARDS EXISTING BLEACHERS. PILES DRILLED EVERY FOUR (4) FEET IN FRONT ROW.
3. **SIZING:**  
 PROPOSED IMPERVIOUS AREA= 150,870 S.F.  
 PROPOSED IMPERVIOUS AREA= 148,820 S.F.  
 TOTAL SITE AREA= 334,350 S.F.  
 EXISTING IMPERVIOUS RATIO= 45.1%  
 PROPOSED IMPERVIOUS RATIO= 44.5%

**SIMMONS FIELD REDEVELOPMENT**  
 PROPOSED SITE PLAN  
 DATED: DECEMBER 27, 2012

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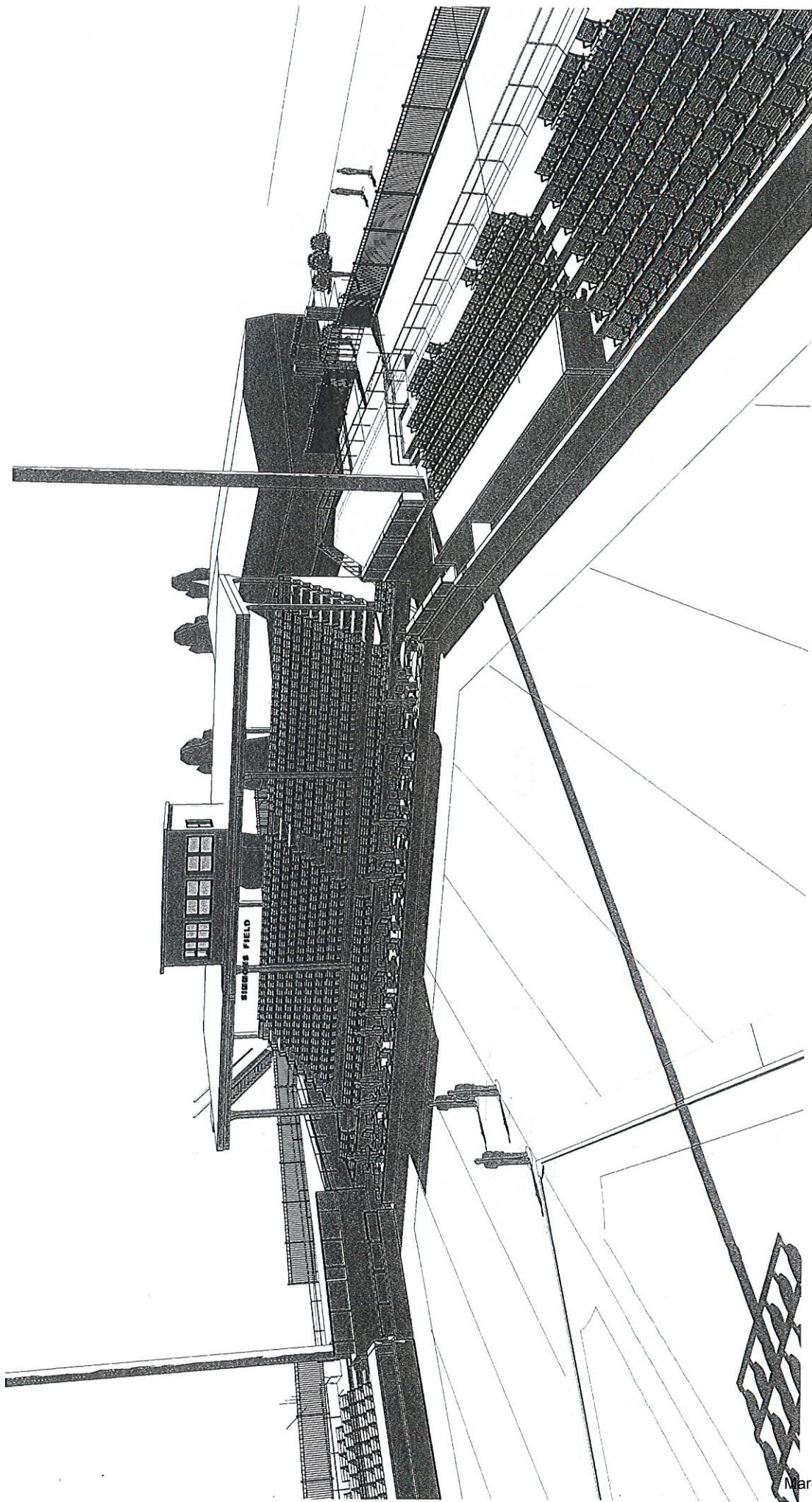




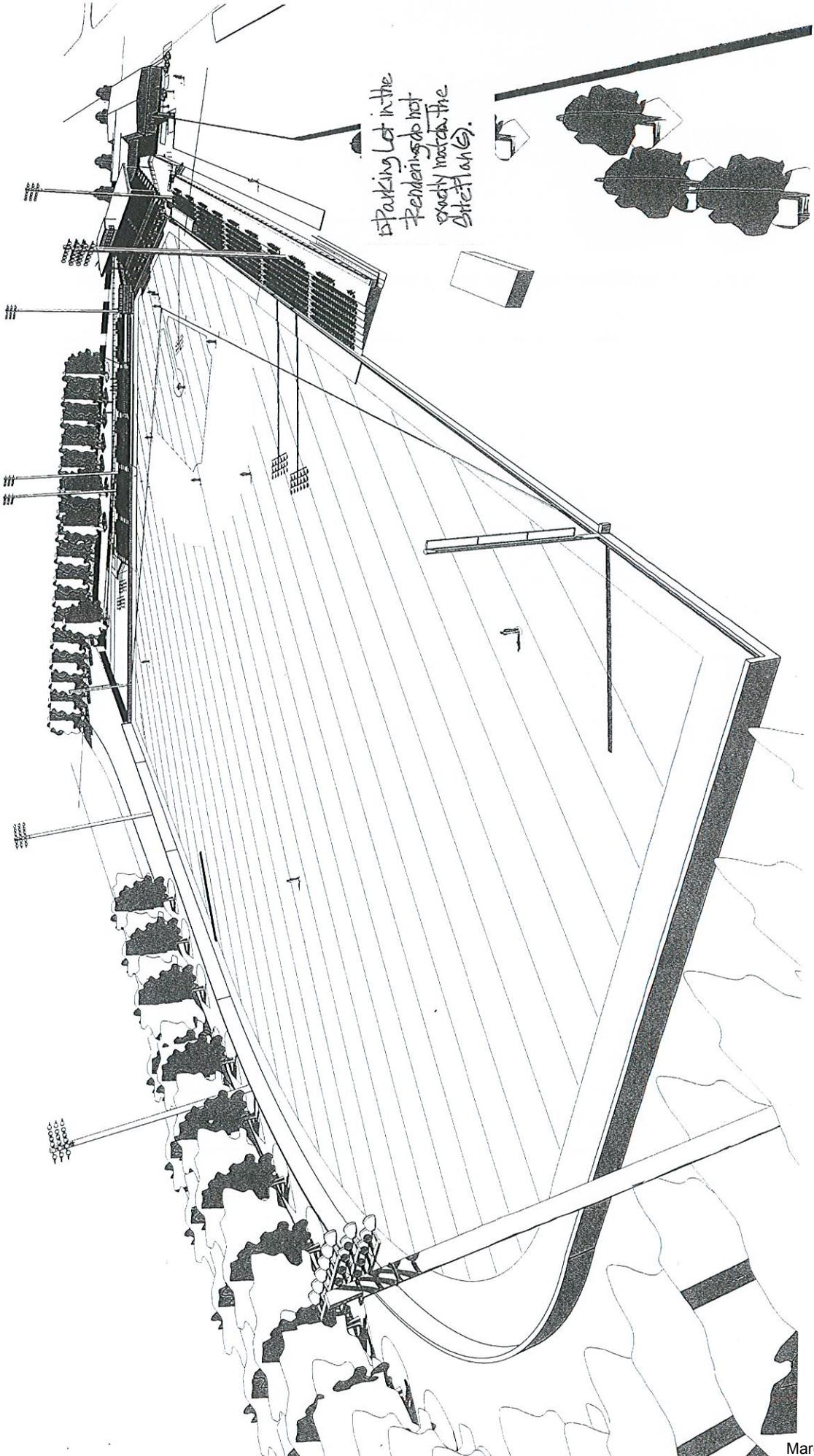
**SIMMONS FIELD REDEVELOPMENT**  
 PROPOSED PARKING PLAN  
 DATED: DECEMBER 27, 2012

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**S102**



**Simmons Field Renovation - B&W rendering #1**



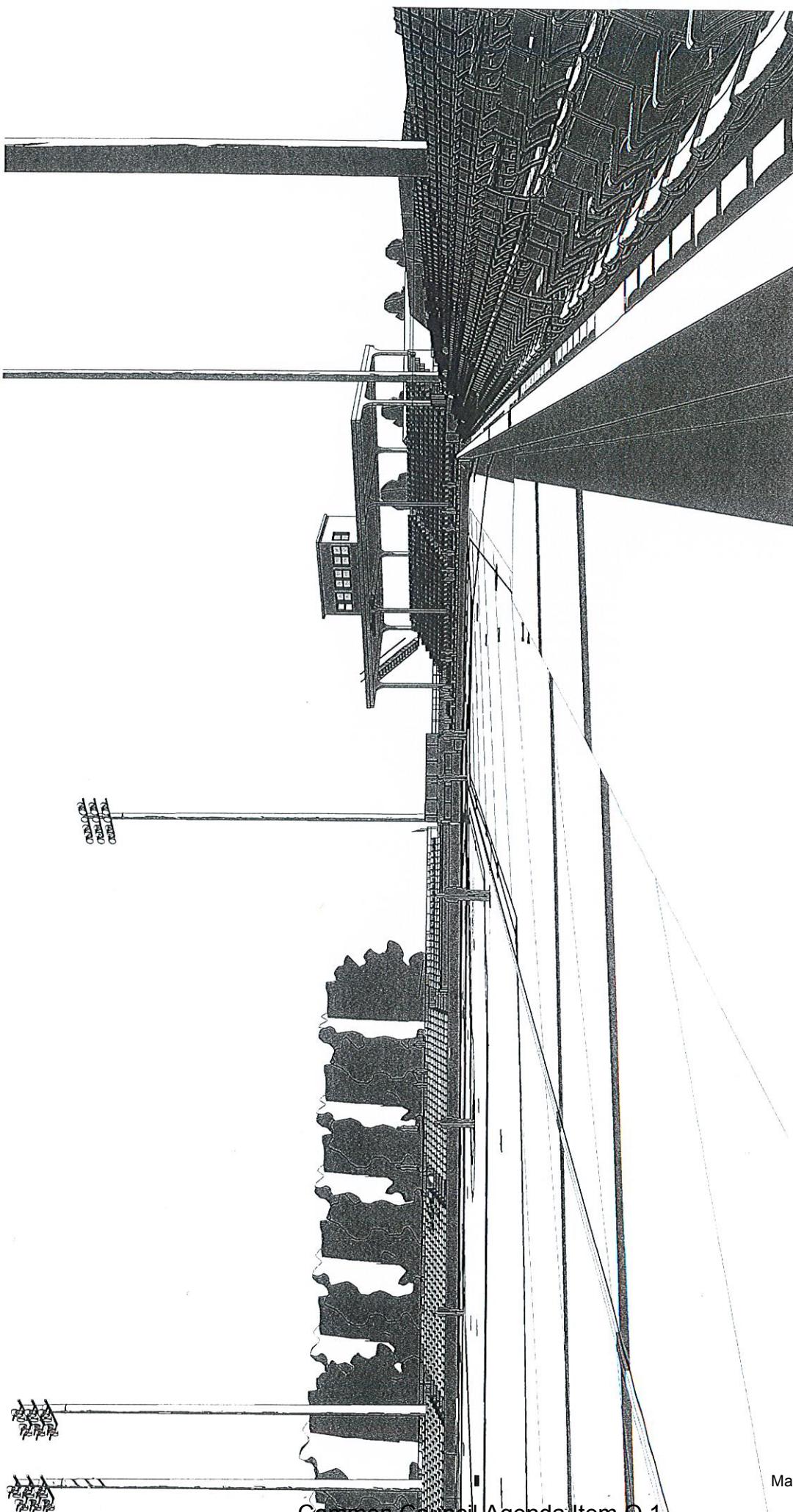
**Simmons Field Renovation - B&W rendering #2**



Simmons Field Renovation - B&W rendering #3



Simmons Field Renovation - B&W rendering #4



**Simmons Field Renovation - B&W rendering #5**