

**AGENDA**  
**KENOSHA COMMON COUNCIL**  
**KENOSHA, WISCONSIN**  
**Council Chambers – Room 200 – Kenosha Municipal Building**  
**Monday, March 21, 2011**  
**7:00 P.M.**

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

Approval of the minutes of the meeting held March 7, 2011.

Matters referred to the Committees by the Mayor.

Presentation, Commendations and Awards by Mayor.

Awards and Commendations from Boards, Commissions, Authorities and Committees.

**CITIZENS' COMMENTS**

**A. REFERRALS**

**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).

**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. Victoria Eckert
    - b. Amber Leiva
    - c. Kerry Raymond
  - 40 demerit points:**
    - d. Michael Saldana
  - 80 demerit points:**
    - e. Richard Kasprovicz
- (Ayes 5: Noes 0) **HEARING** [Go to Backup](#)

- C.2. Application of Ricardo Tagliapietra for new Operator's (Bartender) license. (Recommendation Pending) **HEARING** [Go to Backup](#)
- C.3. Approve the following applications for a new Taxi Driver's license, subject to:  
**-40 demerit points:**  
a. Kelly Peck  
**-55 demerit points:**  
b. Brian Walraven  
(Ayes 5: Noes 0) **HEARING** [Go to Backup](#)
- C.4. DENY the following application of Karen Felde for a new Taxi Driver's license, **based on material police record.** (Ayes 5: Noes 0) **HEARING**  
[Go to Backup](#)
- C.5. DENY the following application application of Daryl Scott for a new Taxi Driver's license, **based on material police record.** (Ayes 5: Noes 0)  
**HEARING** [Go to Backup](#)
- C.6. Approve the application of BP of 75th Street, Inc., Kevin J. Stein, Agent, for a Class "A" Beer/"Class A" Liquor License located at 6500 - 75th Street, (BP), with acceptance of conditional surrender of the Class "A" Beer at the same location from KJS Amoco, Inc., with a recommendation from the City Attorney to grant subject to 40 demerit points, to be effective March 22, 2011. (17th District) (Ayes 3: Noes 2) **HEARING** [Go to Backup](#)
- C.7. Approve the Findings of Fact, Conclusions of Law and Recommendation in the Matter of the Class "B" Beer/"Class B" Liquor License of La Cazuelas Mexican Grill, LLC, Sylvia Delagarza, Agent. (Ayes 5: Noes 0) **HEARING**  
[Go to Backup](#)

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

- D.1. By Committee on Public Safety and Welfare - To Amend Section 7.125 (*of the Code of General Ordinances*) Entitled, "Streets Controlled by Yield Signs" (by Rescinding the Yield Sign on 38th Avenue at its Intersection with 68th Street and to Amend Section 7.12 b of the Code of General Ordinances Entitled "stop Streets" to Include a Four Way Stop at the Intersection of 38th Avenue and 68th Street). **[District 11]** (PSW-Ayes 5: Noes 0) [Go to Backup](#)
- D.2. By Committee on Public Safety and Welfare - To Amend Section 7.12 c. (*of the Code of General Ordinances*), by Adding a Stop Sign for Eastbound Traffic on 51st Street Before Entering the Intersection with 68th Avenue. **[District 16]** (PSW-Ayes 5: Noes 0) [Go to Backup](#)

- D.3. By Alderperson Anthony Nudo - To Repeal and Recreate Paragraph 1.03 e . 7. (*of the Code of General Ordinances*) Allowing for Abstention by Alderpersons for Conflict of Interest Reasons and Updating the Historic Term "Alderman" to the Statutory Term "Alderperson". (Fin-Recommendation Pending)  
[Go to Backup](#)
- D.4. By Alderperson Jesse L. Downing - To Repeal and Recreate Subsection 10.05 J. of the Code of General Ordinances Regarding Drive Through Window Regulation. (L/P-Ayes 5: Noes 0) [Go to Backup](#)

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

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

- F.1. By Committee on Public Safety and Welfare - To Amend Section 7.115 A. (*of the Code of General Ordinances for the City of Kenosha, Wisconsin*), to Remove Automatic Traffic Control Signals at 52nd Street and Chrysler Driveway (2700 Block) (PSW-Ayes 5: Noes 0) **PUBLIC HEARING**  
[Go to Backup](#)
- F.2. By Mayor - To Repeal and Recreate Various Sections of Chapter 15 (*of the Code of General Ordinances*) Related to Off-Premise Signs. (PSW-Ayes 5: Noes 0) (*Deferred 12/6/10, 12/20/10 & 3/7/11*) **PUBLIC HEARING** [Go to Backup](#)

### **G. ZONING ORDINANCES 2<sup>nd</sup> READING**

- G.1. By the Mayor - To Create and Repeal and Recreate Various Sections of the Zoning Ordinance Regarding Off-Premises Signs (*Subsection 2.02 E.4 prohibiting off-premises signs and to Repeal and Recreate various sections of the Zoning Ordinance, removing off-premise signs as a conditional use in the B-2, M-1 and M-2 Districts; and To Create a limitation on the maintenance of non-conforming off-premises signs; and to Create a definition of "off-premises signs" in Section 12 of the Zoning Ordinance.*) (CP-No Recommendation-Ayes 7: Noes 0) (*Deferred 12/6/10 & 3/7/11*) **PUBLIC HEARING** [Go to Backup](#)
- G.2. By the Mayor - To Repeal, Recreate and Renumber various parts of Sections 3.03 through 3.09 and 7.02 F. of the Zoning Ordinance regarding garages (*To Repeal, Recreate and Renumber various parts of Sections 3.03 through 3.09 regarding Front Yard Exceptions and Garages; To Repeal and Recreate Section 7.02 F. regarding Nonconforming Residential Structures, and To Create Definitions for "Front-facing Garage", "Livable Space", "Overhead Door" and "Side-loaded Garage" in Section 12.0 B. of the Zoning Ordinance for the City of Kenosha, Wisconsin.*) (CP-Ayes 7: Noes 0)  
**PUBLIC HEARING** [Go to Backup](#)

- G.3. By Alderperson Anthony Nudo - To Repeal and Recreate Subsection 4.06 A.17 of the Zoning Ordinance for the City of Kenosha regarding residential conditional uses to expressly authorize inspections as a point of verification for allowing non-conforming use as a conditional use. (CP-Ayes 7: Noes 0)  
**PUBLIC HEARING**                      Go to Backup

## **H. RESOLUTIONS**

- H.1. By the Committee on Finance -To Established Guidelines/Standards of Review and to Approve and Adopt an Application for Animal Special Revenue Fund Grant. (Fin-Recommendation Pending)                      Go to Backup
- H.2. By Committee on Public Works - To Order the Cost of Public Sidewalk and/or Driveway Approach Construction and/or Replacement to be Specially Assessed to Abutting Property. (*Project #10-1020, 39th Avenue - 67th Street to 75th Street*) (**Districts 11, 14 & 15**) (PW-Ayes 6: Noes 0)  
Go to Backup
- H.3. By Committee on Public Safety and Welfare - To Remove the Existing "2 Hour Parking, 8:00 a.m. - 6:00 p.m., Mon.-Sat., Except Holidays" Restriction on the East Side of 23rd Avenue from Roosevelt Road to 65th Street. [**District 12**] (PSW-Ayes 5:Noes 0)                      Go to Backup
- H.4. By Committee on Public Safety and Welfare - To Remove the Existing "No Parking, 6 p.m. - 6 a.m.," Restriction on Both Sides of 23rd Avenue from 31st Street to 32nd Street, [**District 5**] (PSW-Ayes 5:Noes 0)                      Go to Backup
- H.5. By Committee on Public Safety and Welfare - To Remove the Existing "15 Minute Parking, 8 a.m. - 5 p.m., April 1st – October 31st" Restriction on the West Side 10th Avenue, 5100 block. [**District 2**] (PSW-Ayes 5:Noes 0)  
Go to Backup
- H.6. By the Finance Committee - To Amend the City of Kenosha Capital Improvement Program "Department of Commerce Brownfield Grant for the former Chrysler Engine Plant" (*by Creating Line T111-001, the Project to TID #4 will be \$3,500,000 with funding sources of \$1,000,000 from the Department of Commerce grant; \$2,000,000 from the 2008 TID #4 project Line T107-002 "Chrysler Project" for a Net Increase to TID #4 of \$500,000*). (Fin-Recommendation Pending)                      Go to Backup

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

## **J. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS**

### **K. OTHER CONTRACTS AND AGREEMENTS**

- K.1. Approval of Contract by and between the City and Droprite Tree & Landscape, LLC, (Somers, Wisconsin) *(in the amount of \$97,695.00)*. (PW-Ayes 5: Noes 1; Parks-Ayes 5: Noes 0) Go to Backup
- K.2. Approval of Contract by and between the City and Trees "R" Us, Inc, (Wauconda, Illinois) *(in the amount of \$76,000.00)*. (Parks-Ayes 5: Noes 0; SWU-Ayes 5: Noes 1) Go to Backup
- K.3. Approval of Contract by and between the City and Paul Swartz Nursery & Garden Shop, Inc, (Burlington, Wisconsin)*(in the amount of \$33,975.00)*. (Parks-Ayes 5: Noes 0) Go to Backup
- K.4. Approval of the Brownfields Grant Contract between the Wisconsin Department of Commerce and the City of Kenosha. (Fin-Recommendation Pending) Go to Backup
- K.5. Addendum to Professional Services Agreement with Mandlik and Rhodes Information Systems, Inc. for Redemption Processing of Yardwaste Coupons. (SWU-Recommendation Pending) Go to Backup
- K.6. Approval of Professional Services Agreement with AECOM Technical Services, Inc. for Pennoyer Beach Stormwater Best Management Practices as part of the Great Lakes Restoration Initiative Grant. (SWU-Recommendation Pending) Go to Backup
- K.7. Proposed Second 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 to June 30, 2011. **(Public Hearing)** (Fin-Recommendation Pending) Go to Backup

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

- L.1. Disbursement Record #4 – \$7,083,644.42. Go to Backup
- L.2. Claim of Victor Zelada. **CLOSED SESSION: Pursuant to Wisconsin Statutes Section 19.85(1)(g), the Common Council may go into Closed Session for a period of time regarding this item.**  
Go to Backup

- L.3. 2010 Claim for Excessive Assessment by Target Corporation pursuant to Wisconsin Statutes Section 74.37, Tax Parcel No. 03-122-03-365-0001.

**CLOSED SESSION: Pursuant to Wisconsin Statutes Section 19.85 (1) (g), the Common Council may go into closed session for a period of time regarding this item.**

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

- M.1. Final Acceptance of Projects:
- a. #10-1128 Heating & Ventilating Upgrades Truck Wash (3735 65th Street) Martin Petersen Co., Inc. (Kenosha, Wisconsin), in the amount of \$42,000.00. **(District 11)** (PW-Ayes 6: Noes 0; SWU-Ayes 6:Noes 0)
  - b. #10-2002 Overpass Painting (Sheridan Rd & 11th Avenue, 52nd Street & 13th Avenue, 60th Street & 13th Avenue) by Mill Coatings, Inc. (Suamico, Wisconsin), in the amount of \$77,988.00. **(Districts 2, 3, 7 & 8)** (PW-No Recommendation-Ayes 3:Noes 3) Go to Backup

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

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

- O.1. Approve Conditional Use Permit for a 47-unit senior assisted living facility to be located at 1870 27th Avenue (District #5). (Celebre Place) (CP-Ayes 7: Noes 0) (Deferred from 3/7/11) **PUBLIC HEARING** Go to Backup

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

LEGISLATIVE REPORT  
MAYOR'S COMMENTS  
ALDERMEN'S COMMENTS

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



**COMMON COUNCIL  
OFFICIAL PROCEEDINGS  
Monday, March 7, 2011**

**Keith G. Bosman, Mayor                      Michael K. Higgins, City Clerk**

---

**KENOSHA MUNICIPAL  
BUILDING COUNCIL  
CHAMBERS ROOM 200  
Monday, March 7, 2011**

At a meeting of the Common Council held this evening, His Honor, Mayor Keith G. Bosman presided. The meeting was called to order at 7:03 p.m.

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

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

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

It was moved by Alderperson Michalski, seconded by Alderperson Green, to approve the minutes of the meeting held February 21, 2011.

Motion carried unanimously.

At this time, the Mayor, and members of the Mayor's Youth Commission, presented awards. After presentation of the awards, a brief recess was taken. The Common Council reconvened at approximately 7:25 am.

Two (2) Citizens spoke during Citizen's Comments: Georgia Calmbrunn and Bob Danbeck.

**MATTERS REFERRED TO THE COMMITTEES BY THE MAYOR**

a. To the Public Safety & Welfare and Licensing/Permit Committee – Proposed Ordinance to Repeal and Recreate Section 13.03 Q. of the Code of General Ordinances Entitled Peddlers.

**A. REFERRALS**

**TO THE COMMITTEE ON FINANCE**

A.1. Proposed Ordinance by Alderperson Anthony Nudo - to Repeal and Recreate Paragraph 1.03 e . 7. of the Code of General Ordinances Allowing for Abstention by Alderpersons for Conflict of Interest Reasons and Updating the Historic Term "Alderman" to the Statutory Term "Alderperson".

**TO THE CITY PLAN COMMISSION**

A.2. Proposed Ordinance by Alderperson Jesse L. Downing – to Create Section 3.12 E. of the Zoning Ordinance Regarding Class "A"/"Class A" Businesses. (Also refer to Licensing/Permit Committee)

**TO THE LICENSING/PERMIT COMMITTEE**

E.1. Proposed Ordinance by Alderperson Jesse L. Downing - To Repeal and Recreate Subsection 10.05 J. of the Code of General Ordinances Regarding Drive Through Window Regulation.

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

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

- a. 10 applications for an Operator's (Bartenders) license, per list on file in the office of the City Clerk.
  - b. 2 application(s) for a transfer of agent status of Beer and/or Liquor licenses, per list on file in the office of the City Clerk.
  - c. 4 application(s) for a special Class "B" Beer and/or "Class B" Wine license per list on file in the office of the City Clerk.
  - d. There were no application(s) for a Taxi Driver's license per list on file in the office of the City Clerk.
- On a voice vote, motion carried.

**C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS**

**COMMON COUNCIL  
OFFICIAL PROCEEDINGS  
Monday, March 7, 2011**

**Keith G. Bosman, Mayor**

**Michael K. Higgins, City Clerk**

---

C.1. It was moved by Alderperson Nudo, seconded by Alderperson Green, to approve application of Timothy Paar, for a new Operator's (Bartender) license, subject to 20 demerit points.

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

C.2. It was moved by Alderperson Downing, seconded by Alderperson LaMacchia, to approve application of James Nichols, for a new Taxi Driver's license, subject to 50 demerit points.

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

C.3. It was moved by Alderperson Downing, seconded by Alderperson Green, to approve the application of Jerald Olson for a new Taxi Driver's license, subject to 80 demerit points.

A hearing was held. The applicant was present and spoke. On a voice vote, motion carried.

At this time, Alderperson Misner left the meeting and returned during discussion of item C.7.

C.4. It was moved by Alderperson Nudo, seconded by Alderperson Green, to approve application of Mildred Torrez for a new Taxi Driver's license, subject to 50 demerit points.

A hearing was held. The applicant was present and spoke. On a voice vote, motion carried.

C.5. The application of Bragados Banquets, LLC, Marco Mendez, Agent, for a new Cabaret License to be Located at 4820-75th Street (Bragados Banquets) (15th District) was deferred at the Licensing/Permit Committee meeting held prior to this meeting.

C.6. It was moved by Alderperson Nudo, seconded by Alderperson Green, to DENY application of Javier Vaca, Agent, for a Class "A" Beer/"Class A" Liquor License located at 7519 - 22nd Avenue, (Sol Azteca), based on public safety & welfare and density. (3rd District)

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

C.7. It was moved by Alderperson Nudo, seconded by Alderperson Green, to DENY application of 504 Place, LLC, Ronald R. Slaght, Agent, for a Class "B" Beer/"Class B" Liquor License located at 504 57th St., (Grant's Saloon & Eatery), based on public safety & welfare. (2nd District)

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

C.8. It was moved by Alderperson Nudo, seconded by Alderperson Misner, to approve application of GH Holdings, LLC, Michael Honold, Agent, for a Class "B" Beer/"Class B" Liquor License located at 6325 120th Avenue, (The Hub), (17th District)

A hearing was held. The applicant was present and spoke.

C.8.1. It was moved by Alderperson Kennedy, seconded by Alderperson Juliana to add 20 demerit points. After discussion, this motion was withdrawn.

On roll call vote, motion carried (14-2) with Alderpersons Kennedy and Juliana voting nay.

C.9. It was moved by Alderperson Ruffalo, seconded by Alderperson Bogdala, to DENY application of Cobe, LLC, Blanca O. Martinez, Agent, for a Class "B" Beer/"Class B" Liquor License located at 621 - 56th Street, (Hydrate Margarita Lounge) based on economic impact. (2nd District)

A hearing was held. The applicant did not appear.

C.9.1 It was then moved by Alderperson Michalski, seconded by Alderperson Orth to defer. On a voice vote, motion carried.

C.10. It was moved by Alderperson Prozanski, seconded by Alderperson Green, to approve application of GGR, LLC, Nick Gochis, Agent, for a Class "B" Beer/"Class B" Liquor License located at 4017 - 80th Street, (Bull & Bear Eatery & Tavern), with acceptance of a conditional surrender of a similar license at the same location from The Barn, LLC, to be effective March 8, 2011. (14th District)

A hearing was held. The applicant was present and spoke. On a voice vote, motion carried.

C.11. It was moved by Alderperson Green, seconded by Alderperson Ohnstad, to approve application of Scotty's Inc. of Wisconsin to change the closing hours of the Outdoor Extension of the Class "B" Beer/"Class B" Liquor License located at 2117 - 50th Street, (Scotty's Tavern).to 12:00 AM.

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

C.12. It was moved by Alderperson Nudo, seconded by Alderperson Downing, to approve application of Latoshi Stapleton for an Amusement and Recreation Enterprise Supervisor License (Children's Recreational Club DF8).

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

**COMMON COUNCIL  
OFFICIAL PROCEEDINGS  
Monday, March 7, 2011**

**Keith G. Bosman, Mayor**

**Michael K. Higgins, City Clerk**

---

**D. ORDINANCES 1ST READING**

D.1. It was moved by Alderperson Kennedy, seconded by Alderperson Rfuollo, to send the following ordinance on its way:

By Committee on Public Safety and Welfare - To Amend Section 7.115 A. (of the Code of General Ordinances for the City of Kenosha, Wisconsin), to Remove Automatic Traffic Control Signals at 52nd Street and Chrysler Driveway (2700 Block)

On a voice vote, motion carried.

**E. ZONING ORDINANCES 1ST READING**

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

E.1. By the Mayor - To Repeal, Recreate and Renumber various parts of Sections 3.03 through 3.09 and 7.02 F. of the Zoning Ordinance regarding garages (To Repeal, Recreate and Renumber various parts of Sections 3.03 through 3.09 regarding Front Yard Exceptions and Garages; To Repeal and Recreate Section 7.02 F. regarding Nonconforming Residential Structures, and To Create Definitions for "Front-facing Garage", "Livable Space", "Overhead Door" and "Side-loaded Garage" in Section 12.0 B. of the Zoning Ordinance for the City of Kenosha, Wisconsin.)

E.2. By the Mayor - To Repeal and Recreate Subsection 4.06 A.17 of the Zoning Ordinance for the City of Kenosha regarding residential conditional uses to expressly authorize inspections as a point of verification for allowing non-conforming use as a conditional use .

On a voice vote, motion carried.

**F. ORDINANCES 2ND READING**

F.1. It was moved by Alderperson Prozanski, seconded by Alderperson Downing, to defer the proposed ordinance By Mayor - To Repeal and Recreate Various Sections of Chapter 15 (of the Code of General Ordinances) Related to Off-Premise Signs, for two weeks. A public hearing was held. No one spoke for or against said ordinance. On a voice vote, motion carried.

**G. ZONING ORDINANCES 2ND READING**

G.1. It was moved by Alderperson Prozanski, seconded by Alderperson Ruffalo to defer the proposed ordinance by the Mayor - To Create and Repeal and Recreate Various Sections of the Zoning Ordinance Regarding Off-Premises Signs (Subsection 2.02 E.4 prohibiting off-premises signs and to Repeal and Recreate various sections of the Zoning Ordinance, removing off-premise signs as a conditional use in the B-2, M-1 and M-2 Districts; and To Create a limitation on the maintenance of non-conforming off-premises signs; and to Create a definition of "off-premises signs" in Section 12 of the Zoning Ordinance.) A public hearing was held. No one spoke for or against said ordinance. On a voice vote, motion carried.

G.2. It was moved by Alderperson Ruffalo, seconded by Alderperson LaMacchia to adopt Zoning Ordinance 13-11. A public hearing was held. One (1) person spoke in favor of said ordinance. On roll call vote, motion carried unanimously and said ordinance was thereupon adopted as follows:

**ZONING ORDINANCE NO. 13-11**

**BY: CITY PLAN COMMISSION**

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

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

Section One: Subsection 18.02 c. of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby created as follows:

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

- a. By Common Council resolution 126-10 on file with the City Clerk.
- b. By map C1-10 on file with the Department of City Development.

**COMMON COUNCIL  
OFFICIAL PROCEEDINGS  
Monday, March 7, 2011**

**Keith G. Bosman, Mayor**

**Michael K. Higgins, City Clerk**

c. By map C1-11 on file with the Department of City Development.  
Section Two: This Ordinance shall become effective upon passage and publication.

**APPROVED:**

**KEITH G. BOSMAN, MAYOR**

**ATTEST:**

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

G.3. It was moved by Alderperson Nudo, seconded by Alderperson Michalski to adopt Ordinance 14-11. A public hearing was held. No one spoke for or against said ordinance. On roll call vote, motion carried unanimously and said ordinance was thereupon adopted as follows:

**REZONING ORDINANCE NO. 14-11**

**BY: THE MAYOR**

**Zoning: TO REZONE PROPERTY LOCATED AT 4418-4420 21st AVENUE FROM RG-1  
GENERAL RESIDENTIAL DISTRICT TO B-1 NEIGHBORHOOD BUSINESS  
DISTRICT, IN CONFORMANCE WITH SECTION 10.02 OF THE ZONING ORDINANCE,  
DISTRICT #6 [KESCH]**

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

Section One: That the land shown on the attached Supplement Map No. Z1-11 be, and the same hereby is, zoned and districted as indicated on said map.

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

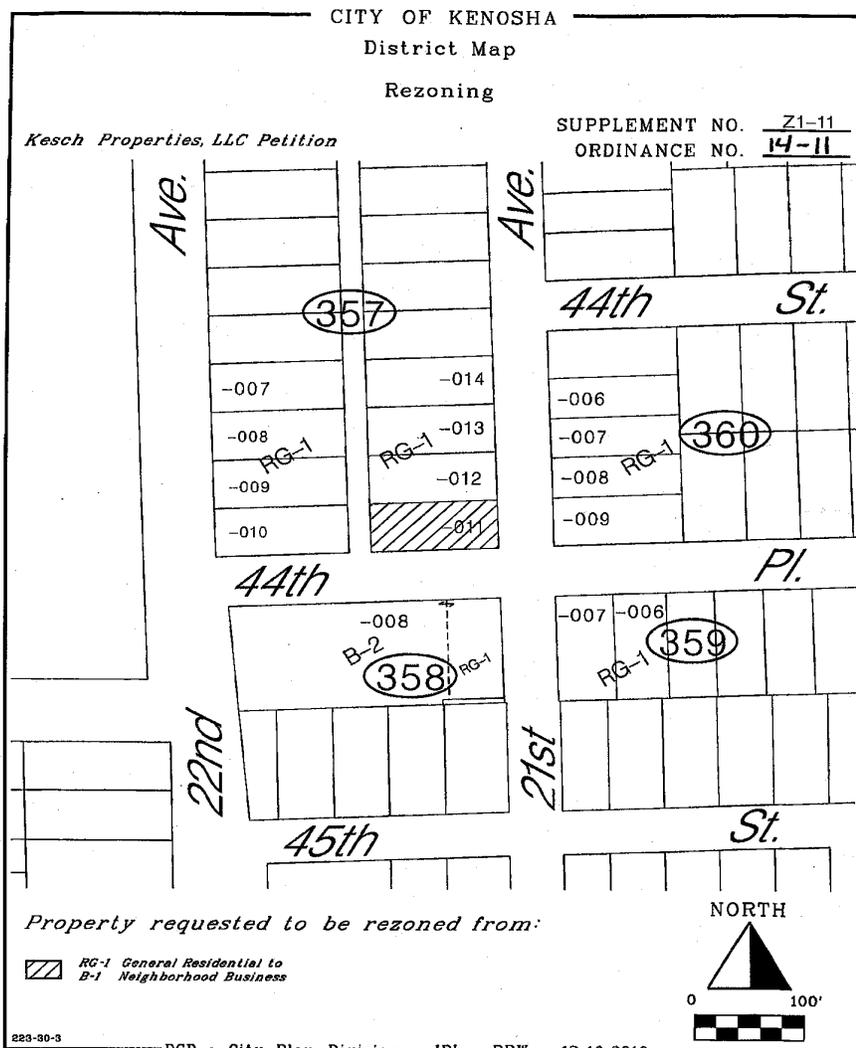
**MAPS ARE AVAILABLE FOR VIEWING IN THE CITY CLERKS OFFICE**

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

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

**H. RESOLUTIONS**

H.1. It was moved by Alderperson Nudo, seconded by



**COMMON COUNCIL  
OFFICIAL PROCEEDINGS  
Monday, March 7, 2011**

**Keith G. Bosman, Mayor**

**Michael K. Higgins, City Clerk**

Aldersperson LaMacchia to adopt Resolutions 25-11 through 27-11. A hearing was held. No one spoke. On roll vote, motion carried unanimously and said resolutions were thereupon adopted as follows:

**a. RESOLUTION NO. 25-11**

**BY: FINANCE COMMITTEE**

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

BE IT RESOLVED, that special assessments for trash and debris removal during 2011, in the total amount of \$340.00, be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this 7th day of March, 2011

**APPROVED:**

**KEITH G. BOSMAN, MAYOR**

**ATTEST:**

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

**b. RESOLUTION NO. 26-11**

**BY: FINANCE COMMITTEE**

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

BE IT RESOLVED, that special assessments for boarding and securing (account #110-00-46808) during 2011, in the total amount of \$2,404.60, be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this 7th day of March, 2011.

**APPROVED:**

**KEITH G. BOSMAN, MAYOR**

**ATTEST:**

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

**c. RESOLUTION NO. 27-11**

**BY: FINANCE COMMITTEE**

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

BE IT RESOLVED, that special assessments for reinspection fees during 2011, in the total amount of \$2,300.00, be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this 7th day of March, 2011.

**APPROVED:**

**KEITH G. BOSMAN, MAYOR**

**ATTEST:**

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

H.2. It was moved by Aldersperson Nudo, seconded by Aldersperson Ohnstad to adopt Resolution 28-11. On roll vote, motion carried unanimously and said resolution was thereupon adopted as follows:

**RESOLUTION NO. 28-11**

**BY: COMMITTEE ON PUBLIC WORKS**

**PRELIMINARY RESOLUTION DECLARING INTENT TO LEVY ASSESSMENTS  
FOR HAZARDOUS SIDEWALK AND/OR DRIVEWAY APPROACH  
PROJECT #11-1012 RESURFACING PHASE I**

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.

32nd Avenue - 60th Street to 55th Street, Taft Road – Pershing Blvd to 39th Avenue, 88th Place - 47th

**COMMON COUNCIL  
OFFICIAL PROCEEDINGS  
Monday, March 7, 2011**

**Keith G. Bosman, Mayor**

**Michael K. Higgins, City Clerk**

Avenue to 43rd Avenue, 81st Street - 25th Avenue to 22nd Avenue, 25th Avenue - 32nd Street to 31st Street

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

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

2. Said public improvement shall include the improvements in street right-of-ways: sidewalk and/or driveway approaches.

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

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

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

a. Preliminary plans and specifications for said improvements.

b. An estimate of entire cost of the proposed improvements and in street right-of-way.

c. Schedule of proposed assessments.

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

Adopted this 7th day of March, 2011.

**APPROVED:**

**KEITH G. BOSMAN, MAYOR**

**ATTEST:**

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

H.3. It was moved by Alderperson Nudo, seconded by Alderperson LaMacchia to adopt Resolution 29-11. On roll vote, motion carried unanimously and said resolution was thereupon adopted as follows:

**RESOLUTION 29-11**

**By: BOARD OF WATER COMMISSIONERS**

**TO ENDORSE THE REGIONAL WATER SUPPLY PLAN FOR SOUTHEASTERN WISCONSIN  
AS ADOPTED ON DECEMBER 1, 2010 BY THE SOUTHEASTERN WISCONSIN REGIONAL  
PLANNING COMMISSION**

WHEREAS, the Southeastern Wisconsin Regional Planning Commission has requested that the KENOSHA WATER UTILITY review the Regional Water Supply Plan for Southeastern Wisconsin as adopted by said Commission on December 1, 2010; and

WHEREAS, the KENOSHA WATER UTILITY has completed its review of said plan and its implementation responsibilities at the Board of Water Commissioners meeting on March 2, 2011;

NOW, THEREFORE, BE IT RESOLVED that the CITY OF KENOSHA COMMON COUNCIL endorses the Regional Water Supply Plan for Southeastern Wisconsin which is outlined in the executive summary attached to this Resolution.

Adopted this 7th day of March, 2011.

**APPROVED:**

**KEITH G. BOSMAN, MAYOR**

**ATTEST:**

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

H.4. It was moved by Alderperson Green, seconded by Alderperson Ohnstad to adopt Resolution 30-11. On roll vote, motion carried unanimously and said resolution was thereupon adopted as follows:

**RESOLUTION NO. 30-11**

**BY: THE MAYOR**

**COMMON COUNCIL  
OFFICIAL PROCEEDINGS  
Monday, March 7, 2011**

**Keith G. Bosman, Mayor**

**Michael K. Higgins, City Clerk**

---

**RESOLUTION DESIGNATING THE BOUNDARIES OF THE CITY OF KENOSHA'S  
DEVELOPMENT OPPORTUNITY ZONE**

WHEREAS, the State of Wisconsin created the Development Opportunity Zone Program under Section 560.795 of the Wisconsin Statutes; and

WHEREAS, the purpose of the Development Opportunity Zone is to promote economic growth, job creation and investment in specific areas of the state; and

WHEREAS, the City of Kenosha was designated as a development opportunity zone; and

WHEREAS, the City of Kenosha's Development Opportunity Zone was designated for an initial allocation of \$5,000,000 of non-refundable tax credits, with an opportunity for an additional allocation of \$5,000,000 of non-refundable tax credits; and

WHEREAS, in order to receive any allocation of non-refundable tax credits, the City of Kenosha must adopt a resolution designating the boundaries of the development opportunity zone.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin that the boundaries of the City of Kenosha's Development Opportunity Zone shall be the corporate limits of the City of Kenosha, Wisconsin, as from time to time amended and/or modified.

Adopted this 7th day of March, 2011.

**APPROVED:**

**KEITH G. BOSMAN, MAYOR**

**ATTEST:**

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

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

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

I.1. Appointment of Pamela DeVuyst to the Transit Commission for a term to expire June 7, 2011.

I.2. Appointment of Mary Therese Sinnott Chardukian to the Kenosha Housing Authority for a term to expire July 1, 2015.

On roll call vote, motion carried unanimously.

**J. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS**

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

J.1. Award of Contract for Project 10-1412 Southport Beach House ADA Ramp (7825 First Avenue) to Camosy Construction, (Kenosha WI), in the amount of \$27,000.00. (3rd District)

J.2. Award of Contract for Project 10-1025 38th Street Reconstruction – Phase IV (38th Street - West of CTH S; East of Kilbourn Ditch Bridge) to Stark Asphalt, (Milwaukee, Wisconsin), in the amount of \$550,000.00. (16th District)

On roll call vote, motion carried unanimously.

**K. OTHER CONTRACTS AND AGREEMENTS**

K.1. The Lease By and Between the City of Kenosha, Wisconsin (A Municipal Corporation) and Harris Golf Cars (An Iowa Corporation) was deferred at the Park Commission meeting held prior to this meeting.

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

L.1. It was moved by Alderperson Kennedy, seconded by Alderperson Michalski, to approve Disbursement Record #3 – \$5,172,141.36.

On roll call vote, motion carried unanimously.

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

**N. RECOMMENDATIONS FROM THE COMMITTEE ON**

**COMMON COUNCIL  
OFFICIAL PROCEEDINGS  
Monday, March 7, 2011**

**Keith G. Bosman, Mayor                      Michael K. Higgins, City Clerk**

---

**PUBLIC SAFETY & WELFARE**

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

O.1. It was moved by Alderperson Downing, seconded by Alderperson LaMacchia, to approve the Conditional Use Permit for a 4,070 s.f. restaurant with a drive-thru to be located at the northeast corner of Green Bay Road and Washington Road. (District #16). (McDonald's at Kenosha Pointe)

On a voice vote, motion carried.

O.2. It was moved by Alderperson Bogdala, seconded by Alderperson Green to defer he Conditional Use Permit for a 47-unit senior assisted living facility to be located at 1870 27th Avenue (District #5). (Celebre Place) for two weeks.

On a voice vote, motion carried.

O.3. It was moved by Alderperson Nudo, seconded by Alderperson LaMacchia, to approve the Conditional Use Permit for a non-conforming residential use to be located at 6316 28th Avenue (District #12.) (Vines)

On a voice vote, motion carried.

**ADJOURNMENT**

There being no further business to come before the Common Council, it was moved by Alderperson Kennedy, seconded by Alderperson Green, to adjourn at 8:45 p.m.

On a voice vote, motion failed.

It was then moved by Alderperson Michalski, seconded by Alderperson Green to adjourn at 8:50 p.m.

Approved:

**KEITH G. BOSMAN  
MAYOR**

Attest:

**DEBRA L. SALAS  
DEPUTY CITY CLERK**

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

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
2/28/11	VALID	Victoria R Eckert	10/9/91

Address of Applicant:	Business (where license is to be used):	Business Address:
2609 Roosevelt Rd		

License Number: N194

Expiration Date: 6/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
	<b>APPLICANT LISTED A CHARGE OF UNLAWFUL POSSESSION OF ALCOHOL BY MINOR IN LAKE COUNTY IN NOVEMBER OF 2009.</b>		Y	20

**City Attorney Recommendation:**

Offense Demerit Points (above)	<b>20</b>
Were all Offenses Listed on Application?	
Total Demerit Points	<b>20</b>

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

City Attorney Comments:

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

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
3/8/11	ID CARD ONLY	Amber A Leiva	3/1/93

Address of Applicant:	Business (where license is to be used):	Business Address:
6016 33rd Ave Upper		
License Number: N209		Expiration Date: 6/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
10-19-10	DC PERSON	DISPO PENDING	Y	20

City Attorney Recommendation:

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

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

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

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
2/21/11	VALID	Kerry E Raymond	4/28/54

Address of Applicant:	Business (where license is to be used):	Business Address:
1820 21st Ave	Sir Arthur's Tavern	3501 14th Ave.
License Number: NI86		Expiration Date: 6/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
08-17-87	AGG ASSAULT/HANDS, FEET, ETC. APPLICANT SERVED 1 YR IN JAIL (FELONY CHARGES?) NOT IN CCAPS - If materially related up to 100	GUILTY	Y	

City Attorney Recommendation:

Offense Demerit Points (above)	
Were all Offenses Listed on Application?	
Total Demerit Points	TBD - Pending

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

City Attorney Comments:

**Need to determine if charge is materially related.**  
**24 Years old. Felony.**

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

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
3/1/11	EXPIRED	Michael A Saldana	4/21/90

Address of Applicant:	Business (where license is to be used):	Business Address:
6619 26th Ave	Uptown Pantry	

License Number: N196

Expiration Date: 6/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
12-18-07	VANDALISM/SCHOOL	GUILTY	Y	20
01-20-08	THEFT/SHOPLIFTING \$1-49	GUILTY	Y	20

**City Attorney Recommendation:**

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

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

**City Attorney Comments:**

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

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
3/3/11	VALID	Richard A Kasprowicz	2/23/67

Address of Applicant:	Business (where license is to be used):	Business Address:
290 Pheasant Run, Union Grove, WI 53182	BP Express	2616 22nd Ave

License Number: N201

Expiration Date: 6/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
2010	CCAPS - PANDERING-SOLICITATION -3 CTS (RACINE)	GUILTY	Y	
	2010 CF890 (Racine) - Guilty 3 Misd. Counts 20+20+40			80

**City Attorney Recommendation:**

Offense Demerit Points (above)	80
Were all Offenses Listed on Application?	
Total Demerit Points	80

X	Grant, Subject to	80	Demerit Points
	DENY, based on material police record (substantially related to the license activity)		
	DENY, false application		

**City Attorney Comments:**

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

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
2/28/11	VALID	Ricardo B Taglialietro	3/12/85

Address of Applicant:	Business (where license is to be used):	Business Address:
5623 6th Ave		

License Number: N193

Expiration Date: 6/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
11-27-06	BATTERY/SIMPLE ASSAULT	GUILTY-AMENDED CHARGE	Y	20
02/07/11	OWS 2011TR2069 (RACINE)	DISPO PENDING	Y	20

City Attorney Recommendation:

Offense Demerit Points (above)	<b>40</b>
Were all Offenses Listed on Application?	
Total Demerit Points	<b>40</b>

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

City Attorney Comments:

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

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
3/3/11	VALID	Kelly L Peck	12/30/77

Address of Applicant:	Business (where license is to be used):	Business Address:
8255 25th Ct		
License Number: N29		Expiration Date: 4/30/11

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
02-07-10	SPEEDING	GUILTY	Y	20
02-01-10	DC/DOMESTIC ABUSE	GUILTY/ REDUCED CHARGE	Y	20

**City Attorney Recommendation:**

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

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

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

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
3/1/11	VALID	Brian C Walraven	3/2/67

Address of Applicant:	Business (where license is to be used):	Business Address:
218 84th St		

License Number: N-01

Expiration Date: 4/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
03-20-09	OPERATING W/O A LICENSE	GUILTY	N	20
10-08-10	FAILURE TO FASTEN SEATBELT	GUILTY	N	10

**City Attorney Recommendation:**

Offense Demerit Points (above)	30
Were all Offenses Listed on Application?	N 25
Total Demerit Points	55

X	Grant, Subject to	55	Demerit Points
	DENY, based on material police record (substantially related to the license activity)		
	DENY, false application		
City Attorney Comments:			



STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

STATE OF WISCONSIN

CRIMINAL COMPLAINT

-VS-

DA Case No.: 2010SB005018  
Assigned DA/ADA: Nathan F Haberman  
Court Case No.: 10 CM 1347

Karen Louise Felde  
5136 25th Avenue  
Kenosha, WI 53140  
DOB: 07/10/1979  
Sex/Race: F/W  
Alias: Karen L Weisfeld

Defendant,

Investigator Jennifer Schlein, being first duly sworn on oath deposes and says on information and belief:

Count 1: ISSUANCE OF A WORTHLESS CHECK

The above-named defendant on Saturday, May 16, 2009, in Sheboygan County, Wisconsin, did unlawfully issue a check, which at the time of issuance the defendant intended not to pay, to wit: check# 116 in the amount of \$ 35.34, contrary to sec. 943.24(1), 939.51(3)(a) Wis. Stats.

Upon conviction for this offense, a Class A Misdemeanor, the defendant may be fined not more than Ten Thousand Dollars (\$10,000), or imprisoned not more than nine (9) months, or both.

Pursuant to my occupation as an Investigator of the Sheboygan County District Attorney's Office, investigating worthless checks, I have been informed by Mills Fleet Farm, 3110 Hwy C, Plymouth, WI, that on the above date, the above defendant did issue a check, #116, in the amount of \$35.34, drawn on Wells Fargo Bank of Wisconsin, account #7064676021, in return for goods provided by same. The cashier witnessed the defendant write and sign the check. The defendant presented a picture ID which the cashier compared to the information preprinted on the check and identified her as the account holder. The cashier wrote the unique ID number across the check. Said check was deposited in the normal course of business and was returned unpaid because the defendant did not have sufficient funds or credit with the drawee. Said merchant is located at 3110 Hwy C, Plymouth, WI, in the County of Sheboygan, State of Wisconsin.

10 DEC -6 11:36  
CLERK OF CIRCUIT COURT  
FILED  
SHEBOYGAN COUNTY  
WISCONSIN

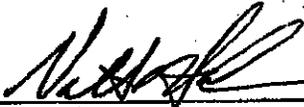
CLERK OF COURTS  
Common Council Agenda Item # C.4.

*DMW*

A written notice of nonpayment or dishonor pursuant to Wis. Stat. Sec. 943.24(3)(b) was sent on 5/27/09 by Mills Fleet Farm by certified mail, receipt #7008 1300 0002 3179 4889, to the defendant at the last known address provided on the check, 2016 N 12 St, Sheboygan, WI. The written notice of nonpayment or dishonor was delivered as addressed by certified mail but returned unclaimed.

The Check Fraud Unit of the Sheboygan District Attorney's Office sent a letter by regular mail to the defendant on 7/9/09 to 2016 N 12 St, Sheboygan, WI, informing the defendant of the outstanding worthless check(s) at issue and explaining the "Worthless Check Diversion Program". The letter was delivered as addressed by regular mail and not returned to the sender. As of December 3, 2010, the worthless check(s) remain unpaid.

Subscribed and sworn to before me  
This 3rd day of December, 2010  
and approved for filing on:



Assistant District Attorney  
Sheboygan County, Wisconsin



Complainant

**CRIMINAL SUMMONS**

STATE OF WISCONSIN

-VS-

Karen Louise Felde  
5136 25th Avenue  
Kenosha, WI 53140  
DOB: 07/10/1979  
Sex/Race: F/W  
Alias: Karen L Weisfeld

DA Case No.: 2010SB005018

Court Case No.:

Defendant,

THE STATE OF WISCONSIN TO SAID DEFENDANT:

The original of the attached Complaint having been issued, accusing the defendant of committing

<u>THE CRIME(S) OF:</u>	<u>DATE OF</u>	<u>CONTRARY TO WIS.</u>
	<u>VIOLATION:</u>	<u>STATUTE (S) .:</u>
Issuance of a	05/16/2009	943.24 (1)
Worthless Check		

I find that probable cause exists that the crime was committed by the defendant.

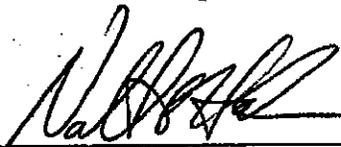
The original of such complaint has been filed in the office of the Clerk of Courts for Sheboygan County.

**YOU ARE, THEREFORE, SUMMONED TO APPEAR** before Intake Court of the Circuit Courts of Sheboygan County at the Courthouse, Sheboygan County Court House, 615 North 6th Street Sheboygan, WI 53081 in the City of Sheboygan to answer said Complaint on:

**DATE/TIME: 12/28/2010 at 3:00 PM**

and in case of your failure to appear, a warrant for your arrest may be issued.

Dated: 12/3/10



Assistant District Attorney  
Sheboygan County, Wisconsin



**OFFICE OF THE DISTRICT ATTORNEY  
SHEBOYGAN COUNTY**

**Joe DeCecco  
District Attorney**

**615 North 6<sup>th</sup> Street  
Sheboygan, WI 53081-4692**

Telephone (920) 459-3040

Fax (920) 459-4383

Karen Louise Felde

DA Case No.: 2010SB005018

December 03, 2010

**SHEBOYGAN COUNTY  
"WORTHLESS CHECK" DIVERSION PROGRAM**

The Sheboygan County Office of the District Attorney, working with the Sheboygan County Board, has established a program to assist with the recovery of monies owed because of checks cashed for which the account was closed or had insufficient funds. The purpose of this program is to avoid issuing criminal charges against the persons who issued or cashed the check(s) and to give them one final chance to repay the check(s). Any "worthless check" charge that is issued is subject to a penalty of \$10,000 or nine (9) months in jail, or both, for each check.

**YOU HAVE BEEN ACCEPTED INTO THIS PROGRAM**

To participate in this program, you must do the following:

- Pay an administrative fee of \$35.00 or twenty percent (20%) of the total amount of checks owed, whichever is greater.

**YOUR FEE IS \$ 35.00**

**(NOTE: ADMINISTRATIVE FEE IS SUBJECT TO CHANGE IF ADDITIONAL WORTHLESS CHECKS ARE FORWARDED TO OUR OFFICE AFTER THIS LETTER HAS BEEN PROCESSED.)**

This fee must be paid at the Sheboygan County District Attorney's Office located in the Sheboygan County Courthouse, 615 N. 6<sup>th</sup> Street, Sheboygan, WI 53081. Payment must be by cash or a prepaid check (money order, teller's check, etc.). **NO PERSONAL, THIRD PARTY OR PAYROLL CHECKS will be accepted.** If a prepaid check is used, please make it out to Sheboygan County Treasurer, but it must still be deposited through the District Attorney's Office.

- Repay the amount(s) owed to the merchants or those owed the money, along with any Financial Institution return check charges they have incurred as well as the cost of the certified mail, and obtain receipts from them. These payments need to be made directly to the merchants. These receipts must be forwarded by you to the Check Fraud Investigation Unit located in the District Attorney's Office. To discuss the length of time you will be allowed to make these repayments, or if you have any questions, please contact our Check Fraud Investigation Unit at 459-0303 or 459-3040.

- Once the administrative fee has been paid and you repay the check(s) to the person(s) owed, your case will be dismissed.

CFU.div.fcc.pay.dism

Common Council Agenda Item # C.4.

March 21, 2011 Page 13

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

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
3/4/11	VALID	Daryl L Scott	6/30/83

Address of Applicant:	Business (where license is to be used):	Business Address:
6100 24th Ave		
License Number: N30		Expiration Date: 4/30/11

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
02-23-08	OPERATING WHILE SUSPENDED	GUILTY	Y	50
05-15-08	DRUGS/POSSESS MARIJUANA	GUILTY	Y	20
01-17-10	DC/PERSON	DISPO PENDING	Y	20
01-17-10	RESIST/OBSTRUCT OFFICER	GUILTY	Y	20
01-31-10	DC/PERSON	GUILTY	Y	20
05-15-08	OPERATING WHILE SUSPENDED	GUILTY	Y	50

City Attorney Recommendation:

Offense Demerit Points (above)	180
Were all Offenses Listed on Application?	Y
Total Demerit Points	180

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

**Beer/Liquor License Police Record Report**  
**Applicant Information**

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID	Kevin J. Stein, Agent	5/25/52

Trade Name & Address:	License Type:
BP, 6500 75th St	Class "A" Beer/"Class A" Liquor

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
02-07-11	LIQUOR, SELL TO MINOR	DISPO PENDING	Y	20
02-07-11	LIQUOR, SELL TO MINOR	DISPO PENDING	Y	20

**City Attorney Recommendation:**

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

\*Offense not listed = 25 demerit points.

X	Grant, Subject to	40	Demerit Points
	DENY, based on material police record (substantially related to the license activity)		
	DENY, False application		
City Attorney Comments:			

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

1. Applicant Name Doo Sirk Choe BP of 75th ST, INC.

2. Business Name BP ~~75th St, Inc~~

3. Property Information  
a. Address 6500 75th St b. Owner Doo S Choe

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

d. Square footage of building 1500 SQ e. Assessed value of property 1309100.

f. Assessed value of personal property (furniture, fixtures, equipment to be used in the business) 8600.

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 3

5. Is Premises physically closed to customers during the hours that the sale of "Class A" Liquor beverages are not permitted.  Yes  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.

Product	Gross Monthly Revenue	Basis for Estimates
Beer	\$ 2,000	Current sales
Liquor (including wine)	\$ 4,000	Estimate
Food	\$ 25,000	Current Sales
Other (specify)	\$ 6,000 + \$ 450,000	Car Wash; gas
<b>Total Gross Monthly Revenue</b>	<b>\$ 487,000</b>	

7. Explain how the issuance of this license will benefit the City:

Additional tax revenue. Additional jobs. No liquor available except Pick N Save within miles.

8. List other factors the Common Council should consider:

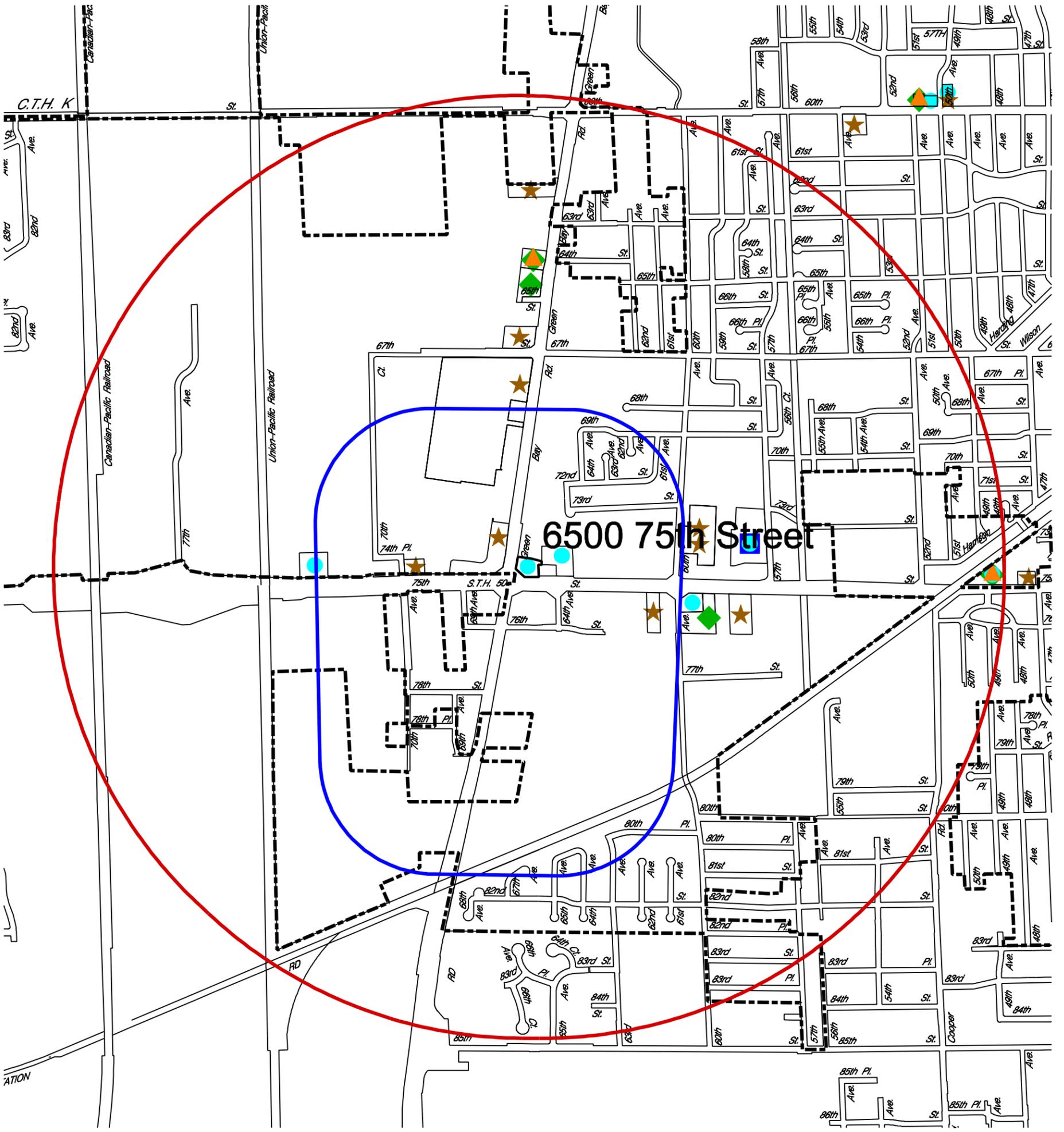
Agent has sold beer for many years in Kenosha. Staff has sold beer for many years, all have bartenders licenses.

Applicant Signature 

**FOR OFFICE USE ONLY**

Within 5,280 feet of the premises: Class "B" Beer only \_\_\_\_\_ "Class A" and "Class B" (Liquor) in residential district \_\_\_\_\_  
"Class A" and "Class B" (Liquor) in business district \_\_\_\_\_ Class "A" Beer \_\_\_\_\_ "Class C" Wine \_\_\_\_\_

Class "A" Beer/"Class A" Liquor Application  
6500 75th Street



● Class "A"     
 ■ "Class A"     
 ◆ Class "B"     
 ★ Class "B" & "Class B"     
 ▲ "Class C"

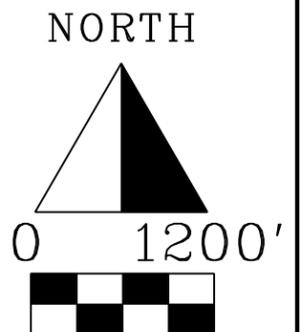
— 5,280 ft from Applicant

— 6 blocks from Applicant

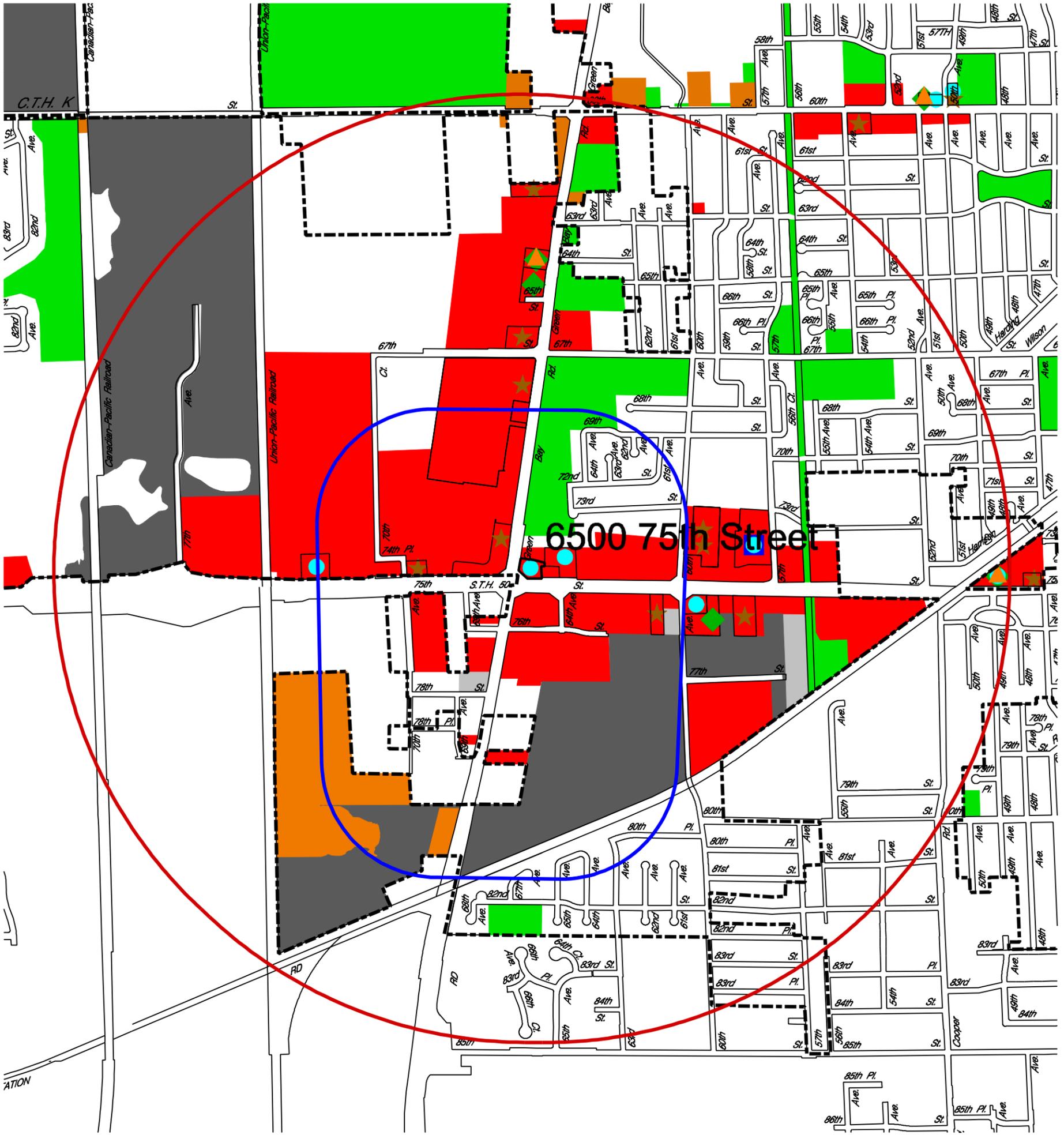
5,280 ft Radius	Municipal Boundary				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	6	2	3	8	2
Other Districts	0	0	0	0	0

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

----- Municipal Boundary



Class "A" Beer/"Class A" Liquor Application  
6500 75th Street



- 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

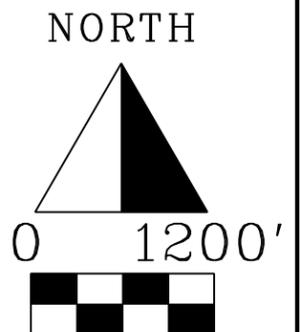
— 5,280 ft from Applicant

— 6 blocks from Applicant

5,280 ft Radius	Class "A"				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	6	2	3	8	2
Other Districts	0	0	0	0	0

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

----- Municipal Boundary



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

---

**In The Matter Of:**

**The Class "B" Beer/"Class "B" Liquor Combination License of La Cazuelas Mexican Grill,  
LLC, Sylvia Delagarza, Agent**

---

**Findings of Fact, Conclusions of Law and Recommendation**

---

The Complaint of the Deputy City Clerk/Treasurer for the City of Kenosha seeking the revocation of the above captioned license/licenses came to the Committee for hearings on January 10, 2011 and January 31, 2011.

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

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

The licensee appeared in person and with Counsel, Terry Rose, at the January 10 and 31, 2011 Committee Meetings.

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

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

### **FINDINGS OF FACT**

1. Sylvia Delagarza is a member, owner and agent of Las Cazuelas Mexican Grill, LLC and is an adult resident of the City of Kenosha, Wisconsin, and as of April 15, 2010, lived at 1203 68<sup>th</sup> Street, Kenosha, Wisconsin, 53140;
2. Licensee was initially granted a Class "B" Beer/Class "B" Liquor Combination License, hereinafter referred to as "License", by the Common Council, on November 8, 2007, pursuant to Chapter 10 of the General Code of Ordinances for the City of Kenosha;
3. That Licensee had its License renewed by the Council on June 7, 2010, subject to a non-renewal/revocation hearing;
4. That Licensee was assessed twenty-five (25) demerit points based on a conviction for operating without a licensed operator on premises, contrary to Section 125.32(2) (b) Wis. Stats. pursuant to Section 10.063D.9.a of the Code of General Ordinances said violation having occurred on February 28, 2009 and conviction in the City of Kenosha Municipal Court on March 20, 2009.
5. That Licensee was assessed five (5) demerit points based on a conviction for open after hours, contrary to Section 125.32(3) (a) Wis. Stats. pursuant to Section 10.063D.7.a of the Code of General Ordinances said violation having occurred on June 14, 2009 and conviction in the City of Kenosha Municipal Court on July 2, 2009.
6. That Licensee was assessed fifteen (15) demerit points based on a conviction for permitting an underage person on the licensed premises, contrary to Section 125.07(4) (b)

- (3) Wis. Stats. pursuant to Section 10.063D.8 of the Code of General Ordinances said violation having occurred on December 5, 2009 and conviction in the City of Kenosha Municipal Court on December 23, 2009.
7. That Licensee was assessed twenty-five (25) demerit points based on a conviction for loud noise, contrary to Section 11.14(B) of the General Code pursuant to Section 10.063D.13 of the Code of General Ordinances said violation having occurred on December 26, 2009 and conviction in the City of Kenosha Municipal Court on January 14, 2010.
  8. That Licensee was assessed five (5) demerit points based on a conviction for open after hours, contrary to Section 125.32(3) (a) Wis. Stats. pursuant to Section 10.063D.7.a of the Code of General Ordinances said violation having occurred on January 10, 2010 and conviction in the City of Kenosha Municipal Court on January 29, 2010.
  9. That Licensee was assessed twenty-five (25) demerit points based on a conviction for loud noise, contrary to Section 11.14(B) of the General Code pursuant to Section 10.063D.13 of the Code of General Ordinances said violation having occurred on February 12, 2010 and conviction in the City of Kenosha Municipal Court on April 16, 2010.
  10. That Licensee was assessed twenty-five (25) demerit points based on a conviction for loud noise, contrary to Section 11.14(B) of the General Code pursuant to Section 10.063D.13 of the Code of General Ordinances said violation having occurred on February 13, 2010 and conviction in the City of Kenosha Municipal Court on April 16, 2010.

11. That Licensee was assessed five (5) demerit points based on a conviction for open after hours, contrary to Section 125.32(3) (a) Wis. Stats. pursuant to Section 10.063D.7.a of the Code of General Ordinances said violation having occurred on February 13, 2010 and conviction in the City of Kenosha Municipal Court on October 21, 2010.
12. That Licensee was assessed twenty-five (25) demerit points based on a conviction for loud noise, contrary to Section 11.14(B) of the General Code pursuant to Section 10:063D.13 of the Code of General Ordinances said violation having occurred on February 14, 2010 and conviction in the City of Kenosha Municipal Court on October 21, 2010.
13. That Licensee was assessed fifteen (15) demerit points based on a conviction for permitting an underage person on the licensed premises, contrary to Section 125.07(4) (b) (3) Wis. Stats. pursuant to Section 10.063D.8 of the Code of General Ordinances said violation having occurred on June 20, 2010 and conviction in the City of Kenosha Municipal Court on December 2, 2010.
14. That Licensee has accumulated one-hundred (195) demerit points within two consecutive license terms under Section 10.063 of the Code of General Ordinances thereby subjecting the Licensee to revocation, suspension or nonrenewal pursuant to Section 10.063.D.1 of the Code of General Ordinances.

**CONCLUSIONS OF LAW**

1. Pursuant to Section 10.063.D.1. of the Code of General Ordinances for the City of Kenosha, any licensee who within two consecutive license terms equals or exceeds a total of 100 demerit points for conduct described in Sections 10.063.D.7-13 of the Code of General Ordinances for the City of Kenosha committed by the Licensee, or an employee or agent of the licensee, whether or not charged or convicted, subjects the licensee to having their license revoked, non-renewed or suspended within the discretion of the Common Council.
2. The Licensee's accumulation of 195 demerit points within two consecutive license terms subjects the Licensee to having its license revoked, non-renewed or suspended pursuant to Section 10.063 of the Code of General Ordinances for the City of Kenosha.
3. Based on the violations giving rise to the assessment of demerit points the Licensing/Permit Committee concludes that suspension for is the appropriate discipline to be imposed again the Licensee, specifically suspension for a period of 15 consecutive days, during which Licensee is prohibited from the sale of alcohol during the periods of 8:00 p.m. and 10:00 a.m..

### **RECOMMENDATION**

Based on the allegations of the Complaint, the evidence and testimony received at the hearing, the arguments of Counsel for the City of Kenosha, the arguments of the Licensee and their counsel, the discussions by the members of the Licensing/Permit Committee, and the Findings of Fact and Conclusions of Law set forth above, the

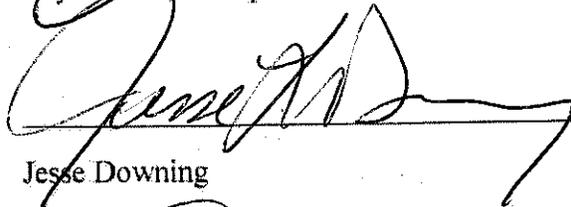
Licensing/Permit Committee recommends to the Common Council by a vote of 5-0, that the above captioned license/licenses be suspended for a period of 15 consecutive days, beginning on the date an order is served on Licensee, and that the terms of this suspension prohibit the sale of alcohol during the periods of 8:00 p.m. and 10:00 a.m. for the duration of the suspension.

Dated at Kenosha, Wisconsin, on this 14 day of March, 2011.

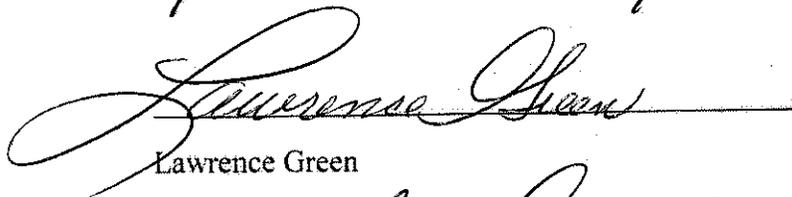
LICENSING/PERMIT COMMITTEE



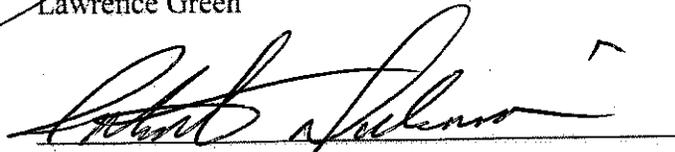
Ray Mischen, Chairperson



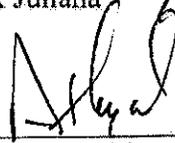
Jesse Downing



Lawrence Green



Patrick Juliana



Anthony Nudo

ORDINANCE NO. \_\_\_\_\_

BY: COMMITTEE ON PUBLIC  
SAFETY AND WELFARE

TO AMEND SECTION 7.125 OF THE CODE OF GENERAL ORDINANCES ENTITLED, "STREETS CONTROLLED BY YIELD SIGNS" BY RESCINDING THE YIELD SIGN ON 38th AVENUE AT ITS INTERSECTION WITH 68TH STREET AND TO AMEND SECTION 7.12 B OF THE CODE OF GENERAL ORDINANCES ENTITLED "STOP STREETS" TO INCLUDE A FOUR WAY STOP AT THE INTERSECTION OF 38TH AVENUE AND 68TH STREET. [DISTRICT 11]

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

**Section One:** Section 7.125 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is amended by deleting therein "**38<sup>th</sup> Avenue**" in Column A and "**68<sup>th</sup> Street**" in Column B.

**Section Two:** Section 7.12 B of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby amended by adding the following hereto:

**All vehicles shall stop before entering the intersections of:**

**38<sup>th</sup> Avenue and 68<sup>th</sup> Street**

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

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor                      Date: \_\_\_\_\_

Passed:

Published:

Drafted By:  
EDWARD R. ANTARAMIAN,  
City Attorney

**ORDINANCE NO. \_\_\_\_\_**

**BY: COMMITTEE ON PUBLIC  
SAFETY AND WELFARE**

**TO AMEND SECTION 7.12 C. OF THE CODE OF GENERAL  
ORDINANCES, BY ADDING A STOP SIGN FOR EASTBOUND  
TRAFFIC ON 51<sup>st</sup> STREET BEFORE ENTERING THE  
INTERSECTION WITH 68<sup>th</sup> AVENUE.[DISTRICT 16]**

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

**Section One:** Section 7.12 C. of the Code of General Ordinances for the City  
of Kenosha, Wisconsin, is hereby amended by adding the following thereto:

All vehicles traveling eastbound on 51<sup>st</sup> Street shall stop before entering the intersection with  
68th Avenue.

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

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor      Date: \_\_\_\_\_

Passed:

Published:

Drafted By:  
EDWARD R. ANTARAMIAN,  
City Attorney

ORDINANCE NO. \_\_\_\_\_

BY: ALDERPERSON ANTHONY NUDO

**TO REPEAL AND RECREATE PARAGRAPH 1.03 E .7. OF THE CODE OF GENERAL ORDINANCES ALLOWING FOR ABSTENTION BY ALDERPERSONS FOR CONFLICT OF INTEREST REASONS AND UPDATING THE HISTORIC TERM"ALDERMAN" TO THE STATUTORY TERM "ALDERPERSON"**

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

**Section One:** Paragraph 1.03 E.7. of the Code of General Ordinances for the City of

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

7. Any aldermanperson may demand an aye and nay vote shall be recorded in the minutes. A roll call vote by roll call on any matter, and such roll call aye and nay vote is required on (a) final passage of any Ordinance, (b) Resolutions, (c) confirmation of appointments (d) adoption of any measure assessing or levying taxes, appropriating or disbursing money; or creating any liability or charge against the City, or any fund thereof.

Every aldermanperson shall vote when a question is put unless ~~the Council by a majority vote of those present shall excuse him for special cause~~ there exists a conflict of interest and the alderperson announces his or her decision to abstain due to the conflict of interest. Any aldermanperson not so excused, failing to vote when a question is put, and continuing to fail to vote two minutes after a request for a vote from the Chair, shall be barred from further debating, commenting or voting on the question, and from debating, commenting or voting on any subsequent question or business remaining on the Agenda during the remainder of the Council meeting. This restriction shall not preclude any action or penalty otherwise prescribed or allowed under the Code of Ethics set forth in Chapter XXX of the City of Kenosha Code of General Ordinances.

An aldermanperson may not change his vote or any question after the result has been announced.

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

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor

Passed:

Published:

Drafted By:  
EDWARD R. ANTARAMIAN  
City Attorney

ORDINANCE NO. \_\_\_\_\_

BY: ALDERPERSON ANTHONY NUDO

**TO REPEAL AND RECREATE PARAGRAPH 1.03 E .7. OF THE CODE OF GENERAL ORDINANCES ALLOWING FOR ABSTENTION BY ALDERPERSONS FOR CONFLICT OF INTEREST REASONS AND UPDATING THE HISTORIC TERM"ALDERMAN" TO THE STATUTORY TERM "ALDERPERSON"**

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

**Section One:** Paragraph 1.03 E.7. of the Code of General Ordinances for the City of

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

7. Any alderperson may demand an aye and nay vote shall be recorded in the minutes. A roll call vote by roll call on any matter, and such roll call aye and nay vote is required on (a) final passage of any Ordinance, (b) Resolutions, (c) confirmation of appointments (d) adoption of any measure assessing or levying taxes, appropriating or disbursing money; or creating any liability or charge against the City, or any fund thereof.

Every alderperson shall vote when a question is put unless there exists a conflict of interest and the alderperson announces his or her decision to abstain due to the conflict of interest. Any alderperson not so excused, failing to vote when a question is put, and continuing to fail to vote two minutes after a request for a vote from the Chair, shall be barred from further debating, commenting or voting on the question, and from debating, commenting or voting on any subsequent question or business remaining on the Agenda during the remainder of the Council meeting. This restriction shall not preclude any action or penalty otherwise prescribed or allowed under the Code of Ethics set forth in Chapter XXX of the City of Kenosha Code of General Ordinances.

An alderperson may not change his vote or any question after the result has been announced.

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

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor

Passed:

Published:

Drafted By:  
EDWARD R. ANTARAMIAN  
City Attorney

ORDINANCE NO. \_\_\_\_\_

BY: ALDERPERSON JESSE L. DOWNING

**TO REPEAL AND RECREATE SUBSECTION 10.05 J.  
OF THE CODE OF GENERAL ORDINANCES REGARDING  
DRIVE THROUGH WINDOW REGULATION**

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

**Section One:**            **10.05 J.** of the Code of General Ordinances for the City of Kenosha,

Wisconsin, is hereby repealed and recreated as follows:

**J. Drive Through Window Regulation.**

**1. Applicability.** This Subsection shall apply to all establishments licensed pursuant to, and all licensees subject to this Chapter that provide retail sales of alcohol beverages through any opening connecting the interior of a structure to the exterior of a structure.

**2. Still-Photo Camera Requirement.** All establishments subject to this Subsection shall have a camera or cameras in operation at all times that sales are made through an opening that connects the interior of the structure to the exterior of the structure, that photographs the driver of the motor vehicle in which the patron is situated at the time of sale, ~~all passengers in the motor vehicle,~~ and the license plate of the motor vehicle.

**3. Video/Audio Camera.** In addition to the requirement of Paragraph 2, all establishments subject to this Subsection shall have at least one (1) camera in operation at all times that sales are made through an opening that connects the interior of the structure to the exterior of the structure, capable of recording in video and audio format the interaction between the seller of the alcohol beverage and the purchaser of the alcohol beverage.

**4. Operation.** The licensed operator responsible for the sale of alcohol beverages made through an opening that connects the interior of the structure with the exterior of the structure shall assure cameras required under Paragraphs 2 and 3 herein are in operation at all times that sales are made.

**5. Maintain Records.** All image and audio recordings made pursuant to this Section shall be maintained by the licensee of the establishment licensed pursuant to this Chapter, for a period of no less than ~~four (4) years~~ ninety (90) days, organized in a manner allowing for retrieval and copying at the request of a law enforcement officer.

**6. Signage.** All establishments subject to this Section shall have signs informing patrons of the following:

- a. They and their passengers are subject to being photographed.
- b. It is illegal for the purchaser of alcohol beverages to consume alcohol beverages or maintain alcohol in opened packages, on public thoroughfares or in the parking lot of the licensed establishments.

**Section Two:**

This Ordinance shall become effective upon passage and publication.

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor

Passed:

Published:

Drafted By:  
MATTHEW A. KNIGHT  
Deputy City Attorney



**Engineering Division**  
Michael M. Lemens, P.E.  
Director/City Engineer  
**Fleet Maintenance**  
Mauro Lenci  
Superintendent  
**Park Division**  
Jeff Warnock  
Superintendent

**Street Division**  
John H. Prijic  
Superintendent  
**Waste Division**  
Rocky Bednar  
Superintendent

## DEPARTMENT OF PUBLIC WORKS

**Ronald L. Bursek, P.E., Director**

Municipal Building • 625 - 52<sup>nd</sup> Street • RM 305 • Kenosha, WI 53140  
Telephone (262) 653-4050 • Fax (262) 653-4056

DATE: February 14, 2011  
TO: Public Safety and Welfare Committee  
FROM: Kevin Risch, P.E., Assistant City Engineer \_\_\_\_\_  
SUBJECT: Staff Request to Remove Traffic Signals 52<sup>nd</sup> Street and Chrysler Driveway (2700 Block) and to Remove Flashing Yellow Pedestrian Lights 30<sup>th</sup> Avenue 5300 and 5800 Block. (District 7, 10, & 11)

Reference traffic signal has been on flash for several weeks and the gates are closed for the driveway being served for the signal (Chrysler). These signals are no longer needed and should be removed.

The need for these pedestrian flashing lights are now longer required or necessary along 30<sup>th</sup> Avenue in the 5300 and 5800 blocks for N/S traffic.

Staff recommends approval for removal of traffic signals at 2709 52<sup>nd</sup> Street and the removal of Flashing Yellow Pedestrian Lights 30<sup>th</sup> Avenue 5300 and 5800 Block.

The following ordinance change is required:

Amend Section 7.115(a) Signalized Intersection, Listing:  
Remove; 52<sup>nd</sup> Street & Chrysler Driveway (2700 Block)

KKR:dt

cc: Alderman Patrick Juliana – w/a  
Alderman Anthony Kennedy – w/a  
Alderman Anthony Nudo - w/a  
Ronald L. Bursek, Director of Public Works - w/a  
Michael M. Lemens, Director of Engineering/City Engineer – w/a  
Randy LeClaire - w/a  
File - w/a

**ORDINANCE NO. \_\_\_\_\_**

**BY: COMMITTEE ON PUBLIC  
SAFETY AND WELFARE**

**TO AMEND SECTION 7.115 A. OF THE CODE OF  
GENERAL ORDINANCES FOR THE CITY OF KENOSHA,  
WISCONSIN, TO REMOVE AUTOMATIC TRAFFIC  
CONTROL SIGNALS AT 52<sup>nd</sup> STREET AND CHRYSLER  
DRIVEWAY (2700 BLOCK)**

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

**Section One:** Section 7.115 A. of the Code of General Ordinances for the

City of Kenosha, Wisconsin, is hereby amended by deleting the following thereto:

**52<sup>nd</sup> Street & Chrysler Driveway (2700 Block)**

**Section Two:** This Ordinance shall become effective upon passage and

publication.

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor      Date: \_\_\_\_\_

Passed:

Published:

Drafted By:  
JONATHAN A. MULLIGAN  
Assistant City Attorney

**DRAFT 11.04.10**

**BY: MAYOR**

**TO REPEAL AND RECREATE VARIOUS SECTIONS OF  
CHAPTER 15 OF THE CODE OF GENERAL ORDINANCES  
RELATED TO OFF-PREMISE SIGNS.**

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

**Section One:** Repeal definitions of “off premise” and “on-premise” in Section 15.02 of the Code of General Ordinances for the City of Kenosha, Wisconsin.

**Section Two:** Definitions of “on-premise commercial sign” and “off-premise commercial sign” in Section 15.02 of the Code of General Ordinances for the City of Kenosha, Wisconsin are hereby created as follows:

**Off-Premise Commercial Sign.** A Sign identifying or advertising a business, owner, operator, product, service or commercial activity not located or available on the Premise where the Sign is located or directing persons to a different location from where the Sign is located.

**On-Premise Commercial Sign.** A Sign identifying or advertising a business, owner, operator, product, service or commercial activity located or available on the Premise where the Sign is located.

**Section Three:** Section 15.03 of the Code of General Ordinances for the City of Kenosha, Wisconsin is hereby repealed and recreated as follows:

**15.03 PROHIBITION/~~PERMIT AND LICENSE REQUIREMENT~~**

**A. Sign Permit/License Requirement.** It shall be unlawful for any person to erect, place, replace, move, establish, originally paint, construct, install, convert, substantially alter, rebuild, enlarge, remodel, relocate, illuminate, or maintain any Sign defined in this Ordinance in the City contrary to the applicable provisions, standards and requirements of this Ordinance. ~~without first obtaining a permit and/or license, where required by this Ordinance. A Sign Permit and/or license may be issued with reasonable conditions consistent with the purpose of this Ordinance.~~

**B. Kenosha Water Utility Water Tower Signs Exempt.** Signs placed or allowed on elevated water towers owned and maintained by the Kenosha Water Utility shall be exempt from the requirements and prohibitions proscribed in this Chapter.

**Section Four:** Section 15.04 of the Code of General Ordinances for the City of

Kenosha, Wisconsin is hereby repealed and recreated as follows:

**15.04 PERMITTED AND PROHIBITED SIGNS**

Signs shall be permitted or prohibited (not permitted) in the City in certain Zoning Districts in accordance with Table 1, attached hereto and incorporated herein. See Section 15.12 for Prohibited Signs ~~and Section 15.15 I. for Prohibited Off-Premise Signs.~~

**Section Five:** Section 15.07 of the Code of General Ordinances for the City of

Kenosha, Wisconsin is hereby repealed and recreated as follows:

**15.07 SIGN PERMIT**

**A. Sign Permit Required.** A Sign Permit from the Administrator shall be required for any Person to erect, place, replace, move, establish, originally paint, construct, install, convert, substantially alter, rebuild, enlarge, remodel, relocate, or illuminate any ~~On-Premise or Off-Premise~~ Sign upon private property, whether a Permanent or Portable Sign, unless exempted from this requirement by this Ordinance.

**B. Exemptions.**

**1.** Noncommercial signs that are:

**a.** less than 16 square feet

**b.** not permanent

**2.** Table 1 of this Ordinance identifies Signs which require or do not require a permit.

**3.** The repair, routine maintenance or repainting of any existing Sign shall not be considered a substantial alteration or other activity requiring a permit hereunder.

**BC. Application.** A Sign Permit for a Permanent or Portable Sign, except as otherwise provided in this Ordinance, shall not be granted or issued until after a fully completed application form has been filed with the Administrator by a licensed Sign erector showing the plans and specifications, dimensions, material, setback, elevation, projections, and details of the proposed Sign nor until all provisions of this Ordinance relating to such Sign shall be complied with, nor until after the payment of the prescribed fee for every such permit. The Administrator may prescribe the form of all applications for the various forms of permits herein required.

**ED. Fees.** The Common Council shall, from time to time, establish the permit fees. Permit fees shall be waived for any permit under this Chapter applied for by the City of Kenosha, City of Kenosha Redevelopment Authority, Library, or Museum.

**DE. Portable Sign Permits.** Portable Signs shall be permitted only upon the issuance of a Portable Sign Permit granted and issued by the Administrator subject to the following conditions and restrictions:

1. A Portable Sign Permit shall allow the use of a Portable Sign for a specified period of time, not to exceed thirty (30) consecutive days.

2. Only two (2) Portable Sign Permits shall be issued with respect to the same Premise in any calendar year.

3. All Portable Signs shall be anchored and supported in a manner which reasonably prevents the possibility of Signs becoming hazards to public health and safety. Any Portable Sign weighing in excess of fifty (50) pounds must conform to the requirements of the City Building Code.

4. Portable Signs shall not exceed thirty-two (32) square feet of Sign Face area per side.

#### **F. Off-Premise Commercial Signs**

Subject to the provisions of Wisconsin Statutes §§ 62.23 (7) (h) and (hc) no sign permit may be issued to erect, place, replace, move, establish, originally paint, construct, install, convert, substantially alter, rebuild, enlarge, remodel, or relocate any off-premise commercial sign.

#### **Section Six**

Section 15.12 of the Code of General Ordinances for the City of

Kenosha, Wisconsin is hereby repealed and recreated as follows:

#### **15.12 PROHIBITED SIGNS**

All Signs not expressly permitted are prohibited in any location in the City. The following Signs are specifically prohibited:

1. Signs containing statements, words or pictures of an obscene or pornographic nature.
2. A Sign, handbill, notice or poster affixed to a tree, fence, pole, Street Sign, Traffic Sign or other structure not constructed or intended for use as a Sign base, which is not authorized by this Ordinance.
3. Revolving Signs.
4. Roof Signs.
5. Signs which are structurally dangerous, or unsafe.
6. Abandoned/Obsolete Signs.
7. Flashing and Animated Signs.
8. Deteriorated Signs.
9. Signs used beyond time limits provided in this Ordinance.
10. Off-premise commercial signs.

#### **Section Seven**

Section 15.15 of the Code of General Ordinances for the City of

Kenosha, Wisconsin is hereby repealed and recreated as follows:

#### **15.15 OFF-PREMISE SIGNS**

**A. Purpose.** This Section is intended to protect the public health, safety and welfare by regulating the construction, materials, placement/location, size, height, spacing and maintenance of Off-Premise Commercial Signs. This Section is designed to ensure that Off-Premise Commercial Signs are

compatible with other Signs and land uses, and are not detrimental to the aesthetic quality of the community. All Off-Premise Commercial Signs permitted-existing in the City shall be maintained in accordance with the following conditions and restrictions:

**B. Illumination.** The light rays from any Off-Premise Commercial Sign which is externally illuminated shall be cast directly upon the Sign Face surface and shall not be visible to motor vehicle operators, except as may be reflected from the Sign Face. The illumination of Off-Premise Commercial Signs will not be permitted between 12:00 A.M. and 5:00 A.M. No Off-Premise Commercial Sign shall contain flashing elements or video displays.

**C. Wind Load Requirement.** Off-Premise Commercial Signs shall be maintained so as to withstand a wind load/pressure of not less than thirty (30) pounds to the square foot.

**D. Nonconforming Off-Premise Commercial Signs.** Any existing Off-Premise Commercial Sign constructed, erected and installed in accordance with applicable State and local laws, rules and regulations established on the effective date of this Ordinance and which Sign becomes Nonconforming by the provisions herein, shall be a Nonconforming use and any Sign which, as a result of subsequent amendments hereto becomes Nonconforming, shall also be a Nonconforming use and is to be subject to Section 7.0 of the Zoning Ordinance.

No Nonconforming Off-Premise Commercial Sign structure shall be altered or reconstructed, unless the alteration or reconstruction is in compliance with the provisions of Section 7.0 of the Zoning Ordinance. For the purpose of this Section only, the term "altered or reconstructed" shall not include painting, rustproofing or changing of advertising message.

Nonconforming Off-Premise Commercial Signs may continue in use only when in compliance with the following:

1. The Sign must have been actually in existence as of the effective date of this Ordinance.
2. The Sign may be sold, leased, or otherwise transferred without affecting its Nonconforming status, but its location may not be changed. ~~A Nonconforming Sign removed as a result of a Street Right-of-Way taking or for any other reason may be relocated only if the Sign is made to conform to this Ordinance.~~
3. The Sign must have been constructed, erected, and installed in accordance with applicable State and local laws, rules and regulations that were in effect at the time this Ordinance was enacted, and must continue to be maintained in accordance with this Ordinance. Failure to adhere to rules and regulations associated with construction, erection and installation of Off-Premise Signs, including failure to obtain permit approvals, shall render the Sign illegal.
4. In accordance with Section 62.23(7)(h), Wisconsin Statutes, the Sign must remain substantially the same as it was on the effective date of this Ordinance and may not be enlarged or expanded. Any extension, enlargement, rebuilding, changing the materials of the Sign structure, changing the size of the Sign structure materials, adding catwalks, adding guys or struts for stabilization of the Sign or structure, adding lights to a non illuminated Sign, changing the height of the Sign above ground or re-erection of the Sign is prohibited. The Sign may not be structurally altered so as to prolong the life of the Sign.
5. The Sign may continue in use as long as it is not destroyed, extended, expanded, abandoned, or discontinued. A Sign is deemed destroyed when it is rendered any or all of the following descriptions: dismantled, blown down, removed or modified from its original state. A Sign shall be deemed expanded if any or all of the following standards are met: increase in size, mass, volume or scope in any direction;

provide greater detail; to spread out; to increase or grow in extent; or, to increase in width or circumference. A Sign is deemed abandoned or discontinued if for a period of twelve (12) months or longer, it is composed of obsolete advertising matter, or is without advertising matter, or is in need of substantial repair provided that any period of involuntary discontinuance which occurs during the period a street is closed shall not be considered. A Sign is deemed abandoned or discontinued if the name of the owner does not appear thereon and if the name and address of the current owner is not readily ascertainable from records on file with the Department of Neighborhood Services and Inspections.

An unsafe to abandoned Sign is declared a public nuisance, which shall be abated by the owner within sixty (60) days of receiving notice from the Department. After sixty (60) days, the Sign may be removed by the Department, and the cost thereof shall be placed on the tax roll as a special assessment and become a lien against the benefited property, unless paid sooner.

**E. Identification of Sign Erector.** On every Off-Premise Sign erected, the erector shall, in a permanent manner, state the name and address of the Sign erector that erected the Sign, the permit number, and the date of its erection. Such information must be readable from a distance of at least one (1) foot.

**F. Off-Premise Sign License.**

**1. License Required.** An annual Off-Premise Sign License for each Off-Premise Sign Face.

**2. Fees.** The fee for such License shall be calculated for each Sign Face. License fees are not proratable. License fees shall be deposited in a special revenue fund, which shall be used to offset the City's cost associated with the annual inspection and licensing of each Sign Face. The Common Council shall, from time to time, establish the License Fees.

**3. Term.** Every License issued hereunder shall expire on the first (1st) day of July of the year following the date of issuance.

**G. Replacement Sign Credits.** Off-Premise Signs constructed as a result of Replacement Sign Credits granted prior to June 16, 2008, shall be subject to the Ordinance standards enacted March 6, 1995. An Off-Premise Sign Permit shall be obtained prior to the expiration of subject credits.

**H. Off-Premise Signs in City Parks or Recreation Areas.** This section does not apply to off-premise signs placed in City parks or recreational areas pursuant to authorization for non-permanent placement, from the Parks Commission.

**Section Eight:** To repeal and recreate the line pertaining to off-premises in Table 1 of Chapter 15 of the Code of General Ordinances for the City of Kenosha, Wisconsin as follows:

SIGN DESCRIPTIONS	B-1/B2-/B-3	IP	M-1/M-2	RG/RS/RD/RR	RM
Off-Premise <u>Commercial Signs</u> [Refer to Section 15.15]	<del>PERMITTED ONLY IN B-2</del> <u>NOT PERMITTED</u>	NOT PERMITTED	<u>NOT PERMITTED</u>	NOT PERMITTED	NOT PERMITTED

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

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor

Passed:

Published:

Drafted By:  
EDWARD R. ANTARAMIAN  
City Attorney

ORDINANCE NO. \_\_\_\_\_

BY: MAYOR

**TO REPEAL AND RECREATE VARIOUS SECTIONS OF  
CHAPTER 15 OF THE CODE OF GENERAL ORDINANCES  
RELATED TO OFF-PREMISE SIGNS.**

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

**Section One:** Repeal definitions of “off premise” and “on-premise” in Section 15.02 of the Code of General Ordinances for the City of Kenosha, Wisconsin.

**Section Two:** Definitions of “on-premise commercial sign” and “off-premise commercial sign” in Section 15.02 of the Code of General Ordinances for the City of Kenosha, Wisconsin are hereby created as follows:

**Off-Premise Commercial Sign.** A Sign identifying or advertising a business, owner, operator, product, service or commercial activity not located or available on the Premise where the Sign is located or directing persons to a different location from where the Sign is located.

**On-Premise Commercial Sign.** A Sign identifying or advertising a business, owner, operator, product, service or commercial activity located or available on the Premise where the Sign is located.

**Section Three:** Section 15.03 of the Code of General Ordinances for the City of Kenosha, Wisconsin is hereby repealed and recreated as follows:

**15.03 PROHIBITION**

**A.** It shall be unlawful for any person to erect, place, replace, move, establish, originally paint, construct, install, convert, substantially alter, rebuild, enlarge, remodel, relocate, illuminate, or maintain any Sign defined in this Ordinance in the City contrary to the applicable provisions, standards and requirements of this Ordinance. .

**B. Kenosha Water Utility Water Tower Signs Exempt.** Signs placed or allowed on elevated water towers owned and maintained by the Kenosha Water Utility shall be exempt from the requirements and prohibitions proscribed in this Chapter.

**Section Four:** Section 15.04 of the Code of General Ordinances for the City of Kenosha, Wisconsin is hereby repealed and recreated as follows:

## 15.04 PERMITTED AND PROHIBITED SIGNS

Signs shall be permitted or prohibited (not permitted) in the City in certain Zoning Districts in accordance with Table 1, attached hereto and incorporated herein. See Section 15.12 for Prohibited Signs

**Section Five:** Section 15.07 of the Code of General Ordinances for the City of

Kenosha, Wisconsin is hereby repealed and recreated as follows:

### 15.07 SIGN PERMIT

**A. Sign Permit Required.** A Sign Permit from the Administrator shall be required for any Person to erect, place, replace, move, establish, originally paint, construct, install, convert, substantially alter, rebuild, enlarge, remodel, relocate, or illuminate any Sign upon private property, whether a Permanent or Portable Sign, unless exempted from this requirement by this Ordinance.

#### **B. Exemptions.**

1. Noncommercial signs that are:
  - a. less than 16 square feet
  - b. not permanent
2. Table 1 of this Ordinance identifies Signs which require or do not require a permit.
3. The repair, routine maintenance or repainting of any existing Sign shall not be considered a substantial alteration or other activity requiring a permit hereunder.

**C. Application.** A Sign Permit for a Permanent or Portable Sign, except as otherwise provided in this Ordinance, shall not be granted or issued until after a fully completed application form has been filed with the Administrator by a licensed Sign erector showing the plans and specifications, dimensions, material, setback, elevation, projections, and details of the proposed Sign nor until all provisions of this Ordinance relating to such Sign shall be complied with, nor until after the payment of the prescribed fee for every such permit. The Administrator may prescribe the form of all applications for the various forms of permits herein required.

**D. Fees.** The Common Council shall, from time to time, establish the permit fees. Permit fees shall be waived for any permit under this Chapter applied for by the City of Kenosha, City of Kenosha Redevelopment Authority, Library, or Museum.

**E. Portable Sign Permits.** Portable Signs shall be permitted only upon the issuance of a Portable Sign Permit granted and issued by the Administrator subject to the following conditions and restrictions:

1. A Portable Sign Permit shall allow the use of a Portable Sign for a specified period of time, not to exceed thirty (30) consecutive days.
2. Only two (2) Portable Sign Permits shall be issued with respect to the same Premise in any calendar year.
3. All Portable Signs shall be anchored and supported in a manner which reasonably prevents the

possibility of Signs becoming hazards to public health and safety. Any Portable Sign weighing in excess of fifty (50) pounds must conform to the requirements of the City Building Code.

4. Portable Signs shall not exceed thirty-two (32) square feet of Sign Face area per side.

#### **F. Off-Premise Commercial Signs**

Subject to the provisions of Wisconsin Statutes §§ 62.23 (7) (h) and (hc) no sign permit may be issued to erect, place, replace, move, establish, originally paint, construct, install, convert, substantially alter, rebuild, enlarge, remodel, or relocate any off-premise commercial sign.

**Section Six**                      Section 15.12 of the Code of General Ordinances for the City of

Kenosha, Wisconsin is hereby repealed and recreated as follows:

#### **15.12 PROHIBITED SIGNS**

All Signs not expressly permitted are prohibited in any location in the City. The following Signs are specifically prohibited:

1. Signs containing statements, words or pictures of an obscene or pornographic nature.
2. A Sign, handbill, notice or poster affixed to a tree, fence, pole, Street Sign, Traffic Sign or other structure not constructed or intended for use as a Sign base, which is not authorized by this Ordinance.
3. Revolving Signs.
4. Roof Signs.
5. Signs which are structurally dangerous, or unsafe.
6. Abandoned/Obsolete Signs.
7. Flashing and Animated Signs.
8. Deteriorated Signs.
9. Signs used beyond time limits provided in this Ordinance.
10. Off-premise commercial signs.

**Section Seven**                      Section 15.15 of the Code of General Ordinances for the City of

Kenosha, Wisconsin is hereby repealed and recreated as follows:

#### **15.15 OFF-PREMISE SIGNS**

**A. Purpose.** This Section is intended to protect the public health, safety and welfare by regulating the construction, materials, size, height, spacing and maintenance of Off-Premise Commercial Signs. This Section is designed to ensure that Off-Premise Commercial Signs are compatible with other Signs and land uses, and are not detrimental to the aesthetic quality of the community. All Off-Premise Commercial Signs existing in the City shall be maintained in accordance with the following conditions and restrictions:

**B. Illumination.** The light rays from any Off-Premise Commercial Sign which is externally illuminated shall be cast directly upon the Sign Face surface and shall not be visible to motor vehicle operators, except as may be reflected from the Sign Face. The illumination of Off-Premise Commercial

Signs will not be permitted between 12:00 A.M. and 5:00 A.M. No Off-Premise Commercial Sign shall contain flashing elements or video displays.

**C. Wind Load Requirement.** Off-Premise Commercial Signs shall be maintained so as to withstand a wind load/pressure of not less than thirty (30) pounds to the square foot.

**D. Nonconforming Off-Premise Commercial Signs.** Any existing Off-Premise Commercial Sign constructed, erected and installed in accordance with applicable State and local laws, rules and regulations established on the effective date of this Ordinance and which Sign becomes Nonconforming by the provisions herein, shall be a Nonconforming use and any Sign which, as a result of subsequent amendments hereto becomes Nonconforming, shall also be a Nonconforming use and is to be subject to Section 7.0 of the Zoning Ordinance.

No Nonconforming Off-Premise Commercial Sign structure shall be altered or reconstructed, unless the alteration or reconstruction is in compliance with the provisions of Section 7.0 of the Zoning Ordinance. For the purpose of this Section only, the term "altered or reconstructed" shall not include painting, rustproofing or changing of advertising message.

Nonconforming Off-Premise Commercial Signs may continue in use only when in compliance with the following:

1. The Sign must have been actually in existence as of the effective date of this Ordinance.
2. The Sign may be sold, leased, or otherwise transferred without affecting its Nonconforming status, but its location may not be changed.
3. The Sign must have been constructed, erected, and installed in accordance with applicable State and local laws, rules and regulations that were in effect at the time this Ordinance was enacted, and must continue to be maintained in accordance with this Ordinance. Failure to adhere to rules and regulations associated with construction, erection and installation of Off-Premise Signs, including failure to obtain permit approvals, shall render the Sign illegal.
4. In accordance with Section 62.23(7)(h), Wisconsin Statutes, the Sign must remain substantially the same as it was on the effective date of this Ordinance and may not be enlarged or expanded. Any extension, enlargement, rebuilding, changing the materials of the Sign structure, changing the size of the Sign structure materials, adding catwalks, adding guys or struts for stabilization of the Sign or structure, adding lights to a non illuminated Sign, changing the height of the Sign above ground or re-erection of the Sign is prohibited. The Sign may not be structurally altered so as to prolong the life of the Sign.
5. The Sign may continue in use as long as it is not destroyed, extended, expanded, abandoned, or discontinued. A Sign is deemed destroyed when it is rendered any or all of the following descriptions: dismantled, removed or modified from its original state. A Sign shall be deemed expanded if any or all of the following standards are met: increase in size, mass, volume or scope in any direction; provide greater detail; to spread out; to increase or grow in extent; or, to increase in width or circumference. A Sign is deemed abandoned or discontinued if for a period of twelve (12) months or longer, it is composed of obsolete advertising matter, or is without advertising matter, or is in need of substantial repair provided that any period of involuntary discontinuance which occurs during the period a street is closed shall not be considered. A Sign is deemed abandoned or discontinued if the name of the owner does not appear thereon and if the name and address of the current owner is not readily ascertainable from records on file with the Department of Neighborhood Services and Inspections.

An unsafe to abandoned Sign is declared a public nuisance, which shall be abated by the owner within sixty (60) days of receiving notice from the Department. After sixty (60) days, the Sign may be removed by the Department, and the cost thereof shall be placed on the tax roll as a special assessment and become a lien against the benefited property, unless paid sooner.

**E. Identification of Sign Erector.** On every Off-Premise Sign erected, the erector shall, in a permanent manner, state the name and address of the Sign erector that erected the Sign, the permit number, and the date of its erection. Such information must be readable from a distance of at least one (1) foot.

**F. Off-Premise Sign License.**

**1. License Required.** An annual Off-Premise Sign License for each Off-Premise Sign Face.

**2. Fees.** The fee for such License shall be calculated for each Sign Face. License fees are not pro-ratable. License fees shall be deposited in a special revenue fund, which shall be used to offset the City's cost associated with the annual inspection and licensing of each Sign Face. The Common Council shall, from time to time, establish the License Fees.

**3. Term.** Every License issued hereunder shall expire on the first (1st) day of July of the year following the date of issuance.

**G. Replacement Sign Credits.** Off-Premise Signs constructed as a result of Replacement Sign Credits granted prior to June 16, 2008, shall be subject to the Ordinance standards enacted March 6, 1995. An Off-Premise Sign Permit shall be obtained prior to the expiration of subject credits.

**H. Off-Premise Signs in City Parks or Recreation Areas.** This section does not apply to off-premise signs placed in City parks or recreational areas pursuant to authorization for non-permanent placement, from the Parks Commission.

**Section Eight:** To repeal and recreate the line pertaining to off-premises in Table 1 of Chapter 15 of the Code of General Ordinances for the City of Kenosha, Wisconsin as follows:

SIGN DESCRIPTIONS	B-1/B2-/B-3	IP	M-1/M-2	RG/RS/RD/RR	RM
Off-Premise Commercial Signs [Refer to Section 15.15]	NOT PERMITTED				

**Section Nine:** 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. \_\_\_\_\_

Recommended amendment  
in green from the Jan. 31, 2011  
PSW meeting.

BY: MAYOR

**TO REPEAL AND RECREATE VARIOUS SECTIONS OF  
CHAPTER 15 OF THE CODE OF GENERAL ORDINANCES  
RELATED TO OFF-PREMISE SIGNS.**

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

**Section One:** Repeal definitions of “off premise” and “on-premise” in Section 15.02 of the Code of General Ordinances for the City of Kenosha, Wisconsin.

**Section Two:** Definitions of “on-premise commercial sign” and “off-premise commercial sign” in Section 15.02 of the Code of General Ordinances for the City of Kenosha, Wisconsin are hereby created as follows:

**Off-Premise Commercial Sign.** A Sign identifying or advertising a business, owner, operator, product, service or commercial activity not located or available on the Premise where the Sign is located or directing persons to a different location from where the Sign is located.

**On-Premise Commercial Sign.** A Sign identifying or advertising a business, owner, operator, product, service or commercial activity located or available on the Premise where the Sign is located.

**Section Three:** Section 15.03 of the Code of General Ordinances for the City of Kenosha, Wisconsin is hereby repealed and recreated as follows:

**15.03 PROHIBITION/~~PERMIT AND LICENSE REQUIREMENT~~**

**A. ~~Sign Permit/License Requirement.~~** It shall be unlawful for any person to erect, place, replace, move, establish, originally paint, construct, install, convert, substantially alter, rebuild, enlarge, remodel, relocate, illuminate, or maintain any Sign defined in this Ordinance in the City contrary to the applicable provisions, standards and requirements of this Ordinance. ~~without first obtaining a permit and/or license, where required by this Ordinance. A Sign Permit and/or license may be issued with reasonable conditions consistent with the purpose of this Ordinance.~~

**B. Kenosha Water Utility Water Tower Signs Exempt.** Signs placed or allowed on elevated water towers owned and maintained by the Kenosha Water Utility shall be exempt from the requirements and prohibitions proscribed in this Chapter.

**Section Four:** Section 15.04 of the Code of General Ordinances for the City of Kenosha, Wisconsin is hereby repealed and recreated as follows:

## 15.04 PERMITTED AND PROHIBITED SIGNS

Signs shall be permitted or prohibited (not permitted) in the City in certain Zoning Districts in accordance with Table 1, attached hereto and incorporated herein. See Section 15.12 for Prohibited Signs and ~~Section 15.15 I. for Prohibited Off-Premise Signs.~~

Section Five: Section 15.07 of the Code of General Ordinances for the City of

Kenosha, Wisconsin is hereby repealed and recreated as follows:

## 15.07 SIGN PERMIT

**A. Sign Permit Required.** A Sign Permit from the Administrator shall be required for any Person to erect, place, replace, move, establish, originally paint, construct, install, convert, substantially alter, rebuild, enlarge, remodel, relocate, or illuminate any ~~On-Premise or Off-Premise~~ Sign upon private property, whether a Permanent or Portable Sign, unless exempted from this requirement by this Ordinance.

### B. Exemptions.

1. Noncommercial signs that are:
  - a. less than 16 square feet
  - b. not permanent
2. Table 1 of this Ordinance identifies Signs which require or do not require a permit.
3. The repair, routine maintenance or repainting of any existing Sign shall not be considered a substantial alteration or other activity requiring a permit hereunder.

**BC. Application.** A Sign Permit for a Permanent or Portable Sign, except as otherwise provided in this Ordinance, shall not be granted or issued until after a fully completed application form has been filed with the Administrator by a licensed Sign erector showing the plans and specifications, dimensions, material, setback, elevation, projections, and details of the proposed Sign nor until all provisions of this Ordinance relating to such Sign shall be complied with, nor until after the payment of the prescribed fee for every such permit. The Administrator may prescribe the form of all applications for the various forms of permits herein required.

**CD. Fees.** The Common Council shall, from time to time, establish the permit fees. Permit fees shall be waived for any permit under this Chapter applied for by the City of Kenosha, City of Kenosha Redevelopment Authority, Library, or Museum.

**DE. Portable Sign Permits.** Portable Signs shall be permitted only upon the issuance of a Portable Sign Permit granted and issued by the Administrator subject to the following conditions and restrictions:

1. A Portable Sign Permit shall allow the use of a Portable Sign for a specified period of time, not to exceed thirty (30) consecutive days.

2. Only two (2) Portable Sign Permits shall be issued with respect to the same Premise in any

calendar year.

3. All Portable Signs shall be anchored and supported in a manner which reasonably prevents the possibility of Signs becoming hazards to public health and safety. Any Portable Sign weighing in excess of fifty (50) pounds must conform to the requirements of the City Building Code.

4. Portable Signs shall not exceed thirty-two (32) square feet of Sign Face area per side.

#### **F. Off-Premise Commercial Signs**

Subject to the provisions of Wisconsin Statutes §§ 62.23 (7) (h) and (hc) no sign permit may be issued to erect, place, replace, move, establish, originally paint, construct, install, ~~convert~~, substantially alter, rebuild, enlarge, remodel, or relocate any off-premise commercial sign.

#### **Section Six**

Section 15.12 of the Code of General Ordinances for the City of

Kenosha, Wisconsin is hereby repealed and recreated as follows:

#### **15.12 PROHIBITED SIGNS**

All Signs not expressly permitted are prohibited in any location in the City. The following Signs are specifically prohibited:

1. Signs containing statements, words or pictures of an obscene or pornographic nature.
2. A Sign, handbill, notice or poster affixed to a tree, fence, pole, Street Sign, Traffic Sign or other structure not constructed or intended for use as a Sign base, which is not authorized by this Ordinance.
3. Revolving Signs.
4. Roof Signs.
5. Signs which are structurally dangerous, or unsafe.
6. Abandoned/Obsolete Signs.
7. Flashing and Animated Signs.
8. Deteriorated Signs.
9. Signs used beyond time limits provided in this Ordinance.
10. Off-premise commercial signs.

#### **Section Seven**

Section 15.15 of the Code of General Ordinances for the City of

Kenosha, Wisconsin is hereby repealed and recreated as follows:

#### **15.15 OFF-PREMISE SIGNS**

**A. Purpose.** This Section is intended to protect the public health, safety and welfare by regulating the construction, materials, ~~placement/location~~, size, height, spacing and maintenance of Off-Premise Commercial Signs. This Section is designed to ensure that Off-Premise Commercial Signs are compatible with other Signs and land uses, and are not detrimental to the aesthetic quality of the community. All Off-Premise Commercial Signs ~~permitted-existing~~ in the City shall be maintained in accordance with the following conditions and restrictions:

**B. Illumination.** The light rays from any Off-Premise Commercial Sign which is externally illuminated shall be cast directly upon the Sign Face surface and shall not be visible to motor vehicle operators, except as may be reflected from the Sign Face. The illumination of Off-Premise Commercial Signs will not be permitted between 12:00 A.M. and 5:00 A.M. No Off-Premise Commercial Sign shall contain flashing elements or video displays.

**C. Wind Load Requirement.** Off-Premise Commercial Signs shall be maintained so as to withstand a wind load/pressure of not less than thirty (30) pounds to the square foot.

**D. Nonconforming Off-Premise Commercial Signs.** Any existing Off-Premise Commercial Sign constructed, erected and installed in accordance with applicable State and local laws, rules and regulations established on the effective date of this Ordinance and which Sign becomes Nonconforming by the provisions herein, shall be a Nonconforming use and any Sign which, as a result of subsequent amendments hereto becomes Nonconforming, shall also be a Nonconforming use and is to be subject to Section 7.0 of the Zoning Ordinance.

No Nonconforming Off-Premise Commercial Sign structure shall be altered or reconstructed, unless the alteration or reconstruction is in compliance with the provisions of Section 7.0 of the Zoning Ordinance. For the purpose of this Section only, the term "altered or reconstructed" shall not include painting, rustproofing, ~~or~~ changing of advertising message; or the installation of cable and bracket components necessary to ratchetably anchor a flex billboard of the type having a fully recyclable polyethylene substrate. For inspection purposes, an approved building permit must be obtained prior to the commencement of any work associated with the installation of cable and bracket components.

Nonconforming Off-Premise Commercial Signs may continue in use only when in compliance with the following:

1. The Sign must have been actually in existence as of the effective date of this Ordinance.
2. The Sign may be sold, leased, or otherwise transferred without affecting its Nonconforming status, but its location may not be changed. ~~A Nonconforming Sign removed as a result of a Street Right-of-Way taking or for any other reason may be relocated only if the Sign is made to conform to this Ordinance.~~
3. The Sign must have been constructed, erected, and installed in accordance with applicable State and local laws, rules and regulations that were in effect at the time this Ordinance was enacted, and must continue to be maintained in accordance with this Ordinance. Failure to adhere to rules and regulations associated with construction, erection and installation of Off-Premise Signs, including failure to obtain permit approvals, shall render the Sign illegal.
4. In accordance with Section 62.23(7)(h), Wisconsin Statutes, the Sign must remain substantially the same as it was on the effective date of this Ordinance and may not be enlarged or expanded. Any extension, enlargement, rebuilding, changing the materials of the Sign structure, changing the size of the Sign structure materials, adding catwalks, adding guys or struts for stabilization of the Sign or structure, adding lights to a non illuminated Sign, changing the height of the Sign above ground or re-erection of the Sign is prohibited. The Sign may not be structurally altered so as to prolong the life of the Sign.
5. The Sign may continue in use as long as it is not destroyed, extended, expanded, abandoned, or discontinued. A Sign is deemed destroyed when it is rendered any or all of the following descriptions: dismantled, ~~blown down~~, removed or modified from its original state. A Sign shall be deemed expanded if any or all of the following standards are met: increase in size, mass, volume or scope in any direction; provide greater detail; to spread out; to increase or grow in extent; or, to increase in width or

circumference. A Sign is deemed abandoned or discontinued if for a period of twelve (12) months or longer, it is composed of obsolete advertising matter, or is without advertising matter, or is in need of substantial repair provided that any period of involuntary discontinuance which occurs during the period a street is closed shall not be considered. A Sign is deemed abandoned or discontinued if the name of the owner does not appear thereon and if the name and address of the current owner is not readily ascertainable from records on file with the Department of Neighborhood Services and Inspections.

An unsafe to abandoned Sign is declared a public nuisance, which shall be abated by the owner within sixty (60) days of receiving notice from the Department. After sixty (60) days, the Sign may be removed by the Department, and the cost thereof shall be placed on the tax roll as a special assessment and become a lien against the benefited property, unless paid sooner.

**E. Identification of Sign Erector.** On every Off-Premise Sign erected, the erector shall, in a permanent manner, state the name and address of the Sign erector that erected the Sign, the permit number, and the date of its erection. Such information must be readable from a distance of at least one (1) foot.

**F. Off-Premise Sign License.**

**1. License Required.** An annual Off-Premise Sign License for each Off-Premise Sign Face.

**2. Fees.** The fee for such License shall be calculated for each Sign Face. License fees are not proratable. License fees shall be deposited in a special revenue fund, which shall be used to offset the City's cost associated with the annual inspection and licensing of each Sign Face. The Common Council shall, from time to time, establish the License Fees.

**3. Term.** Every License issued hereunder shall expire on the first (1st) day of July of the year following the date of issuance.

**G. Replacement Sign Credits.** Off-Premise Signs constructed as a result of Replacement Sign Credits granted prior to June 16, 2008, shall be subject to the Ordinance standards enacted March 6, 1995. An Off-Premise Sign Permit shall be obtained prior to the expiration of subject credits.

**H. Off-Premise Signs in City Parks or Recreation Areas.** This section does not apply to off-premise signs placed in City parks or recreational areas pursuant to authorization for non-permanent placement, from the Parks Commission.

**Section Eight:** To repeal and recreate the line pertaining to off-premises in Table 1

of Chapter 15 of the Code of General Ordinances for the City of Kenosha, Wisconsin as follows:

SIGN DESCRIPTIONS	B-1/B2-/B-3	IP	M-1/M-2	RG/RS/RD/RR	RM
Off-Premise <u>Commercial Signs</u> [Refer to Section 15.15]	<del>PERMITTED ONLY IN B-2</del> <u>NOT PERMITTED</u>	NOT PERMITTED	<u>NOT</u> PERMITTED	NOT PERMITTED	NOT PERMITTED

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

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor

Passed:

Published:

Drafted By:  
EDWARD R. ANTARAMIAN  
City Attorney

**Underscored language is the recommended amendment from the Jan. 31, 2011 PSW meeting.**

**BY: MAYOR**

**TO REPEAL AND RECREATE VARIOUS SECTIONS OF CHAPTER 15 OF THE CODE OF GENERAL ORDINANCES RELATED TO OFF-PREMISE SIGNS.**

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

**Section One:** Repeal definitions of “off premise” and “on-premise” in Section 15.02 of the Code of General Ordinances for the City of Kenosha, Wisconsin.

**Section Two:** Definitions of “on-premise commercial sign” and “off-premise commercial sign” in Section 15.02 of the Code of General Ordinances for the City of Kenosha, Wisconsin are hereby created as follows:

**Off-Premise Commercial Sign.** A Sign identifying or advertising a business, owner, operator, product, service or commercial activity not located or available on the Premise where the Sign is located or directing persons to a different location from where the Sign is located.

**On-Premise Commercial Sign.** A Sign identifying or advertising a business, owner, operator, product, service or commercial activity located or available on the Premise where the Sign is located.

**Section Three:** Section 15.03 of the Code of General Ordinances for the City of Kenosha, Wisconsin is hereby repealed and recreated as follows:

**15.03 PROHIBITION**

**A.** It shall be unlawful for any person to erect, place, replace, move, establish, originally paint, construct, install, convert, substantially alter, rebuild, enlarge, remodel, relocate, illuminate, or maintain any Sign defined in this Ordinance in the City contrary to the applicable provisions, standards and requirements of this Ordinance. .

**B. Kenosha Water Utility Water Tower Signs Exempt.** Signs placed or allowed on elevated water towers owned and maintained by the Kenosha Water Utility shall be exempt from the requirements and prohibitions proscribed in this Chapter.

**Section Four:** Section 15.04 of the Code of General Ordinances for the City of

Kenosha, Wisconsin is hereby repealed and recreated as follows:

**15.04 PERMITTED AND PROHIBITED SIGNS**

Signs shall be permitted or prohibited (not permitted) in the City in certain Zoning Districts in accordance with Table 1, attached hereto and incorporated herein. See Section 15.12 for Prohibited Signs

**Section Five:** Section 15.07 of the Code of General Ordinances for the City of

Kenosha, Wisconsin is hereby repealed and recreated as follows:

**15.07 SIGN PERMIT**

**A. Sign Permit Required.** A Sign Permit from the Administrator shall be required for any Person to erect, place, replace, move, establish, originally paint, construct, install, convert, substantially alter, rebuild, enlarge, remodel, relocate, or illuminate any Sign upon private property, whether a Permanent or Portable Sign, unless exempted from this requirement by this Ordinance.

**B. Exemptions.**

1. Noncommercial signs that are:
  - a. less than 16 square feet
  - b. not permanent
2. Table 1 of this Ordinance identifies Signs which require or do not require a permit.
3. The repair, routine maintenance or repainting of any existing Sign shall not be considered a substantial alteration or other activity requiring a permit hereunder.

**C. Application.** A Sign Permit for a Permanent or Portable Sign, except as otherwise provided in this Ordinance, shall not be granted or issued until after a fully completed application form has been filed with the Administrator by a licensed Sign erector showing the plans and specifications, dimensions, material, setback, elevation, projections, and details of the proposed Sign nor until all provisions of this Ordinance relating to such Sign shall be complied with, nor until after the payment of the prescribed fee for every such permit. The Administrator may prescribe the form of all applications for the various forms of permits herein required.

**D. Fees.** The Common Council shall, from time to time, establish the permit fees. Permit fees shall be waived for any permit under this Chapter applied for by the City of Kenosha, City of Kenosha Redevelopment Authority, Library, or Museum.

**E. Portable Sign Permits.** Portable Signs shall be permitted only upon the issuance of a Portable Sign Permit granted and issued by the Administrator subject to the following conditions and restrictions:

1. A Portable Sign Permit shall allow the use of a Portable Sign for a specified period of time, not to exceed thirty (30) consecutive days.

2. Only two (2) Portable Sign Permits shall be issued with respect to the same Premise in any calendar year.

3. All Portable Signs shall be anchored and supported in a manner which reasonably prevents the possibility of Signs becoming hazards to public health and safety. Any Portable Sign weighing in excess of fifty (50) pounds must conform to the requirements of the City Building Code.

4. Portable Signs shall not exceed thirty-two (32) square feet of Sign Face area per side.

#### **F. Off-Premise Commercial Signs**

Subject to the provisions of Wisconsin Statutes §§ 62.23 (7) (h) and (hc) no sign permit may be issued to erect, place, replace, move, establish, originally paint, construct, install, ~~convert~~, substantially alter, rebuild, enlarge, remodel, or relocate any off-premise commercial sign.

#### **Section Six**                      Section 15.12 of the Code of General Ordinances for the City of

Kenosha, Wisconsin is hereby repealed and recreated as follows:

#### **15.12 PROHIBITED SIGNS**

All Signs not expressly permitted are prohibited in any location in the City. The following Signs are specifically prohibited:

1. Signs containing statements, words or pictures of an obscene or pornographic nature.
2. A Sign, handbill, notice or poster affixed to a tree, fence, pole, Street Sign, Traffic Sign or other structure not constructed or intended for use as a Sign base, which is not authorized by this Ordinance.
3. Revolving Signs.
4. Roof Signs.
5. Signs which are structurally dangerous, or unsafe.
6. Abandoned/Obsolete Signs.
7. Flashing and Animated Signs.
8. Deteriorated Signs.
9. Signs used beyond time limits provided in this Ordinance.
10. Off-premise commercial signs.

#### **Section Seven**                      Section 15.15 of the Code of General Ordinances for the City of

Kenosha, Wisconsin is hereby repealed and recreated as follows:

#### **15.15 OFF-PREMISE SIGNS**

**A. Purpose.** This Section is intended to protect the public health, safety and welfare by regulating the construction, materials, size, height, spacing and maintenance of Off-Premise Commercial Signs. This Section is designed to ensure that Off-Premise Commercial Signs are compatible with other Signs and land uses, and are not detrimental to the aesthetic quality of the community. All Off-Premise Commercial Signs existing in the City shall be maintained in accordance with the following conditions and restrictions:

**B. Illumination.** The light rays from any Off-Premise Commercial Sign which is externally illuminated shall be cast directly upon the Sign Face surface and shall not be visible to motor vehicle operators, except as may be reflected from the Sign Face. The illumination of Off-Premise Commercial Signs will not be permitted between 12:00 A.M. and 5:00 A.M. No Off-Premise Commercial Sign shall contain flashing elements or video displays.

**C. Wind Load Requirement.** Off-Premise Commercial Signs shall be maintained so as to withstand a wind load/pressure of not less than thirty (30) pounds to the square foot.

**D. Nonconforming Off-Premise Commercial Signs.** Any existing Off-Premise Commercial Sign constructed, erected and installed in accordance with applicable State and local laws, rules and regulations established on the effective date of this Ordinance and which Sign becomes Nonconforming by the provisions herein, shall be a Nonconforming use and any Sign which, as a result of subsequent amendments hereto becomes Nonconforming, shall also be a Nonconforming use and is to be subject to Section 7.0 of the Zoning Ordinance.

No Nonconforming Off-Premise Commercial Sign structure shall be altered or reconstructed, unless the alteration or reconstruction is in compliance with the provisions of Section 7.0 of the Zoning Ordinance. For the purpose of this Section only, the term "altered or reconstructed" shall not include painting, rustproofing, changing of advertising message. or the installation of cable and bracket components necessary to ratchetably anchor a flex billboard of the type having a fully recyclable polyethylene substrate. For inspection purposes, an approved building permit must be obtained prior to the commencement of any work associated with the installation of cable and bracket components.

Nonconforming Off-Premise Commercial Signs may continue in use only when in compliance with the following:

1. The Sign must have been actually in existence as of the effective date of this Ordinance.
2. The Sign may be sold, leased, or otherwise transferred without affecting its Nonconforming status, but its location may not be changed.
3. The Sign must have been constructed, erected, and installed in accordance with applicable State and local laws, rules and regulations that were in effect at the time this Ordinance was enacted, and must continue to be maintained in accordance with this Ordinance. Failure to adhere to rules and regulations associated with construction, erection and installation of Off-Premise Signs, including failure to obtain permit approvals, shall render the Sign illegal.
4. In accordance with Section 62.23(7)(h), Wisconsin Statutes, the Sign must remain substantially the same as it was on the effective date of this Ordinance and may not be enlarged or expanded. Any extension, enlargement, rebuilding, changing the materials of the Sign structure, changing the size of the Sign structure materials, adding catwalks, adding guys or struts for stabilization of the Sign or structure, adding lights to a non illuminated Sign, changing the height of the Sign above ground or re- erection of the Sign is prohibited. The Sign may not be structurally altered so as to prolong the life of the Sign.
5. The Sign may continue in use as long as it is not destroyed, extended, expanded, abandoned, or discontinued. A Sign is deemed destroyed when it is rendered any or all of the following descriptions: dismantled, removed or modified from its original state. A Sign shall be deemed expanded if any or all of the following standards are met: increase in size, mass, volume or scope in any direction; provide greater detail; to spread out; to increase or grow in extent; or, to increase in width or circumference. A Sign is deemed abandoned or discontinued if for a period of twelve (12) months or longer, it is composed of

obsolete advertising matter, or is without advertising matter, or is in need of substantial repair provided that any period of involuntary discontinuance which occurs during the period a street is closed shall not be considered. A Sign is deemed abandoned or discontinued if the name of the owner does not appear thereon and if the name and address of the current owner is not readily ascertainable from records on file with the Department of Neighborhood Services and Inspections.

An unsafe to abandoned Sign is declared a public nuisance, which shall be abated by the owner within sixty (60) days of receiving notice from the Department. After sixty (60) days, the Sign may be removed by the Department, and the cost thereof shall be placed on the tax roll as a special assessment and become a lien against the benefited property, unless paid sooner.

**E. Identification of Sign Erector.** On every Off-Premise Sign erected, the erector shall, in a permanent manner, state the name and address of the Sign erector that erected the Sign, the permit number, and the date of its erection. Such information must be readable from a distance of at least one (1) foot.

**F. Off-Premise Sign License.**

**1. License Required.** An annual Off-Premise Sign License for each Off-Premise Sign Face.

**2. Fees.** The fee for such License shall be calculated for each Sign Face. License fees are not proratable. License fees shall be deposited in a special revenue fund, which shall be used to offset the City's cost associated with the annual inspection and licensing of each Sign Face. The Common Council shall, from time to time, establish the License Fees.

**3. Term.** Every License issued hereunder shall expire on the first (1st) day of July of the year following the date of issuance.

**G. Replacement Sign Credits.** Off-Premise Signs constructed as a result of Replacement Sign Credits granted prior to June 16, 2008, shall be subject to the Ordinance standards enacted March 6, 1995. An Off-Premise Sign Permit shall be obtained prior to the expiration of subject credits.

**H. Off-Premise Signs in City Parks or Recreation Areas.** This section does not apply to off-premise signs placed in City parks or recreational areas pursuant to authorization for non-permanent placement, from the Parks Commission.

**Section Eight:** To repeal and recreate the line pertaining to off-premises in Table 1

of Chapter 15 of the Code of General Ordinances for the City of Kenosha, Wisconsin as follows:

SIGN DESCRIPTIONS	B-1/B2-/B-3	IP	M-1/M-2	RG/RS/RD/RR	RM
Off-Premise Commercial Signs [Refer to Section 15.15]	NOT PERMITTED				

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

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor

Passed:

Published:

Drafted By:  
EDWARD R. ANTARAMIAN  
City Attorney

City Plan Division  
625 52<sup>nd</sup> Street  
Kenosha, WI 53140  
262.653.4030

Kenosha City Plan Commission

**FACT SHEET**

November 4, 2010

Item 4

**To Create Subsection 2.02 E.4 prohibiting off-premises signs and to Repeal and Recreate various sections of the Zoning Ordinance, removing off-premise signs as a conditional use in the B-2, M-1 and M-2 Districts; and To Create a limitation on the maintenance of non-conforming off-premises signs; and to Create a definition of "off-premises signs" in Section 12 of the Zoning Ordinance.**  
**PUBLIC HEARING**

**LOCATION/SURROUNDINGS:**

City-Wide

**NOTIFICATIONS/PROCEDURES:**

This item requires final approval by the Common Council.

**ANALYSIS:**

- **Section 1** - Makes off-premises signs a prohibited use.
- **Sections 2 thru- 6** - Removes references to off-premises signs as conditional uses in the B-2, M-1 and M-2 Sections of the Zoning Ordinance.
- **Section 7** - Lists off-premises signs under non-conforming use and provides rules for repairs, alteration and/or restoration of existing non-conforming off-premises signs.
- **Section 8** - Provides a definition for off-premises signs.
- The purpose of the Zoning Ordinance is to stipulate that no new off-premises signs can be constructed in the City. There will also be a separate Ordinance Amendment to the City Code of General Ordinances.

**RECOMMENDATION:**

For Commission review and recommendation.



Rich Schroeder, Assistant City Planner



Jeffrey B. Labahn, Director of City Development

/u2/acct/cp/ckays/1CPC/2010/Nov4/fact-zo-offpremise signs.odt

Common Council Agenda Item # G.1.

ZONING ORDINANCE NO. \_\_\_\_\_

**DRAFT 10.29.10**

**BY: MAYOR**

**TO CREATE SUBSECTION 2.02 E.4 PROHIBITING OFF-PREMISES SIGNS AND TO REPEAL AND RECREATE VARIOUS SECTIONS OF THE ZONING ORDINANCE, REMOVING OFF-PREMISE SIGNS AS A CONDITIONAL USE IN THE B-2, M-1 AND M-2 DISTRICTS; AND TO CREATE A LIMITATION ON THE MAINTENANCE OF NON-CONFORMING OFF-PREMISES SIGNS; AND TO CREATE A DEFINITION OF "OFF-PREMISES SIGN" IN SECTION 12 OF THE ZONING ORDINANCE**

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

**Section One:** Section 2.02 E.4 of the Zoning Ordinance for the City of Kenosha,

Wisconsin, is hereby created as follows:

4. Any sales, rental, or leasing of a structure, or of space on a structure, for display on an off-premises sign.

**Section Two:** Section 3.14 C. 23 of the Zoning Ordinance for the City of

Kenosha, Wisconsin, is hereby repealed:

~~23. Off-Premise Signs, in conformance with Chapter 15 of the Code of General Ordinances.~~

**Section Three:** Section 3.17 C. 9 of the Zoning Ordinance for the City of

Kenosha, Wisconsin, is hereby repealed:

~~9. Off-Premise Signs, in conformance with Chapter 15 of the Code of General Ordinances.~~

**Section Four:** Section 3.18 C. 21 of the Zoning Ordinance for the City of

Kenosha, Wisconsin, is hereby repealed:

~~21. Off-Premise Signs, in conformance with Chapter 15 of the Code of General Ordinances.~~

**Section Five:** Group 4 of Table 4.01, Institutional and Other Conditional Uses, of

the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby repealed and recreated:

**GROUP 4 INSTITUTIONAL AND OTHER CONDITIONAL USES**

<u>Development Type</u>	<u>Review Authority</u>
Accessory structures in the FW and FFO Districts	CC
Arena, auditorium, exhibition hall and stadium in the IP District	CC
Bed and breakfast establishments in the Rd, B-1, B-2, B-3, B-4 and IP Districts	CPD
Community living arrangements in the IP District	CC
Conditional uses within the C-2 Lowland Resource Conservancy District	CPD
Conference centers	CC
Filling within the FFO District	CC
Institutional structures in the FFO District	CC
Municipal water supply and sanitary sewerage systems in the FW and FFO Districts	CC
Open space & related uses in the FW District	CC
Penal, disciplinary, mental health and reform institutions in the IP District	CC
Rental or lease of pier or dock space in the Rg-2, Rm-1, Rm-2 and IP Districts	CC
Shelter facility in the IP District	CC
Storm Water Detention & Retention Basins	CPD
Utility substations	CPD
Financial institutions, including related drive-thru facilities in the IP District	CC
Communication towers and antennas in the IP District	CPD
Institutional development in the HRPO District	CC
Radio/Television/Relay Towers and Antenna in the IP District	CPD
Development consisting of 2 or more Buildings on a single parcel or contiguous parcels in the IP District	CC
A building with 20,000 gross sq. ft. or greater of floor area located in the IP District	CC
<del>Off-Premise Signs in the B-2, M-1 or M-2 Districts</del>	<del>CPD</del>

**Section Six:** Section 4.06 D. 16 of the Zoning Ordinance for the City of

Kenosha, Wisconsin, is hereby repealed:

**16. Off-Premise Signs in the B-2, M-1 or M-2 Districts:-**

- ~~a. Site Plan as required in Sections 4.05 C. and 14.07 C. of the Zoning Ordinance.~~
- ~~b. Drainage Plan as required in Sections 4.05 D. and 14.07 E. of the Zoning Ordinance.~~
- ~~c. Landscape Plan as required in Sections 4.05 E. and 14.07 F. of the Zoning Ordinance.~~
- ~~d. Utility Plan as required in Sections 4.05 F. and 14.07 D. of the Zoning Ordinance.~~
- ~~e. The Off-Premise Sign shall meet all dimensional and locational requirements of Chapter 15 of the Code of General Ordinances.~~
- ~~f. The Review Authority shall require the paving of any areas defined as a Parking Facility in Chapter 5 of the Code of General Ordinances that are not paved on the site proposed for the Off-Premise Sign. Parking facility(ies) shall be landscaped in conformance with Section 14 of the Zoning Ordinance. Site lighting for the parking facility(ies) shall be installed in conformance with Section 14.07 D.11. of the Zoning Ordinance.~~
- ~~g. Other issues which may have an adverse social, economic or environmental impact or affecting the health, safety or welfare of abutting or neighboring properties or the City as a whole.~~

**Section Seven:** Section 7.03 E. of the Zoning Ordinance for the City of

Kenosha, Wisconsin, is hereby created as follows:

Subject to the provisions of Wisconsin Statutes §§ 62.23 (7) (h) and (hc), no nonconforming off-premises sign may be repaired, altered, or restored. Subject to the provision of Wisconsin Statutes §§ 62.23 (7) (h) and (hc), no sales, rental, or leasing of a structure, or sales, rental, or leasing of space on a structure, for display on an off-premises sign may occur.

**Section Eight:** Definition of “Off- Premises Sign” in Section 12 of the Zoning

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

**Off-Premises Sign.** A sign identifying or advertising a business, owner, operator, product, service or commercial activity neither located nor available on the lot or on the group of contiguous lots which functions as a unified business center, upon which lot or group of contiguous lots the sign is located. The term “off premise signs” specifically excludes signs placed on fences or backstops of athletic fields owned or operated by the City, Kenosha Unified Schools, any other governmental agency, or any bona fide educational, religious, or charitable institution. The term “off premises sign” specifically excludes an historical sign as that term is defined in Chapter 15 of the Code of General Ordinances.

**Section Nine:** This Ordinance shall become effective upon passage and

publication.

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor

Passed:

Published:

Drafted By:  
EDWARD R. ANTARAMIAN  
City Attorney

ZONING ORDINANCE NO. \_\_\_\_\_

BY: MAYOR

**TO CREATE SUBSECTION 2.02 E.4 PROHIBITING OFF-PREMISES SIGNS AND TO REPEAL AND RECREATE VARIOUS SECTIONS OF THE ZONING ORDINANCE, REMOVING OFF-PREMISE SIGNS AS A CONDITIONAL USE IN THE B-2, M-1 AND M-2 DISTRICTS; AND TO CREATE A LIMITATION ON THE MAINTENANCE OF NON-CONFORMING OFF-PREMISES SIGNS AND TO CREATE A DEFINITION OF "OFF-PREMISES SIGNS" IN SECTION 12 OF THE ZONING ORDINANCE**

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

**Section One:** Section 2.02 E.4 of the Zoning Ordinance for the City of Kenosha,

Wisconsin, is hereby created as follows:

4. Any sales, rental, or leasing of a structure, or of space on a structure, for display on an off-premises sign.

**Section Two:** Section 3.14 C. 23 of the Zoning Ordinance for the City of

Kenosha, Wisconsin, is hereby repealed.

**Section Three:** Section 3.17 C. 9 of the Zoning Ordinance for the City of

Kenosha, Wisconsin, is hereby repealed.

**Section Four:** Section 3.18 C. 21 of the Zoning Ordinance for the City of

Kenosha, Wisconsin, is hereby repealed.

**Section Five:** Group 4 of Table 4.01, Institutional and Other Conditional Uses, of

the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby repealed and recreated:

**GROUP 4 INSTITUTIONAL AND OTHER CONDITIONAL USES**

<b><u>Development Type</u></b>	<b><u>Review Authority</u></b>
Accessory structures in the FW and FFO Districts	CC
Arena, auditorium, exhibition hall and stadium in the IP District	CC
Bed and breakfast establishments in the Rd, B-1, B-2, B-3, B-4 and IP Districts	CPD
Community living arrangements in the IP District	CC
Conditional uses within the C-2 Lowland Resource Conservancy District	CPD
Conference centers	CC
Filling within the FFO District	CC

<u>Development Type</u>	<u>Review Authority</u>
Institutional structures in the FFO District	CC
Municipal water supply and sanitary sewerage systems in the FW and FFO Districts	CC
Open space & related uses in the FW District	CC
Penal, disciplinary, mental health and reform institutions in the IP District	CC
Rental or lease of pier or dock space in the Rg-2, Rm-1, Rm-2 and IP Districts	CC
Shelter facility in the IP District	CC
Storm Water Detention & Retention Basins	CPD
Utility substations	CPD
Financial institutions, including related drive-thru facilities in the IP District	CC
Communication towers and antennas in the IP District	CPD
Institutional development in the HRPO District	CC
Radio/Television/Relay Towers and Antenna in the IP District	CPD
Development consisting of 2 or more Buildings on a single parcel or contiguous parcels in the IP District	CC
A building with 20,000 gross sq. ft. or greater of floor area located in the IP District	CC

**Section Six:**                      Section 4.06 D. 16 of the Zoning Ordinance for the City of

Kenosha, Wisconsin, is hereby repealed:

**Section Seven:**                      Section 7.03 E. of the Zoning Ordinance for the City of

Kenosha, Wisconsin, is hereby created as follows:

E.        Subject to the provisions of Wisconsin Statutes §§ 62.23 (7) (h) and (hc), no nonconforming off-premises sign may be repaired, altered, or restored. Subject to the provision of Wisconsin Statutes §§ 62.23 (7) (h) and (hc), no sales, rental, or leasing of a structure, or sales, rental, or leasing of space on a structure, for display on an off-premises sign may occur.

**Section Eight:**                      Definition of “Off- Premises Sign” in Section 12 of the Zoning

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

**Off-Premises Sign.** A sign identifying or advertising a business, owner, operator, product, service or commercial activity neither located nor available on the lot or on the group of contiguous lots which functions as a unified business center, upon which lot or group of contiguous lots the sign is located. The term “off premise signs” specifically excludes signs placed on fences or backstops of athletic fields owned or operated by the City, Kenosha Unified Schools, any other governmental agency, or any bona fide educational, religious, or charitable institution. The term “off premises sign” specifically excludes an historical sign as that term is defined in Chapter 15 of the Code of General Ordinances.

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

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor

Passed:

Published:

Drafted By:  
EDWARD R. ANTARAMIAN  
City Attorney

<p>City Plan Division 625 52<sup>nd</sup> Street Kenosha, WI 53140 262.653.4030</p>	<p>Kenosha City Plan Commission</p> <p style="text-align: center;"><b>FACT SHEET</b></p>	<p>February 10, 2011</p>	<p>Item 4</p>
<p><b>Zoning Ordinance To Repeal, Recreate and Renumber various parts of Sections 3.03 through 3.09 regarding Front Yard Exceptions and Garages; To Repeal and Recreate Section 7.02 F. regarding Nonconforming Residential Structures, and To Create Definitions for "Front-facing Garage", "Livable Space", "Overhead Door" and "Side-loaded Garage" in Section 12.0 B. of the Zoning Ordinance for the City of Kenosha, Wisconsin. PUBLIC HEARING</b></p>			

**LOCATION/SURROUNDINGS:**

City-Wide

**NOTIFICATIONS/PROCEDURES:**

This Zoning Ordinance requires Common Council approval.

**ANALYSIS:**

- The proposed Ordinance will allow attached garages in all residential zoning districts, with the following limitations:
  - Previously, attached garages could only be built on an infill lot where the surrounding area had more than 50% attached garages. The proposed Ordinance will allow both front-facing and side-loaded garages on all infill lots.
  - The only change proposed for new subdivisions is a clarification that required porches or stoops must be covered.
- Detached garages may be constructed in all districts, but will not be required.
- Definitions are added for side-loaded garages, front-facing garages, overhead door and livable space.
- Various sections regulating garages have been consolidated into one section within each Zoning District to help simplify the Ordinance.
- New standards for front-facing garages have been created for historic properties (HPO zoned properties) that are located in two of the "newer" Zoning Districts, RS-1 and RS-2. Previously, in most cases, an attached garage was not permitted to be constructed on a historic property.
- Photographs and diagrams are attached for reference of the proposed changes.
- Section 1 - Redefines front yard setback requirements for infill homes so that new homes match front yard setbacks of adjacent homes.
- Sections 2 - 16 & 28-32 - Reorganizes garage requirements for new homes in the RR-1, RR-2, RR-3 and RD Residential Districts into one section for either side-loaded or front-facing garages. Other sections are repealed and/or renumbered into the new sections.
- Section 17-26 - Reorganizes garage requirements for new homes in the RS-1 and RS-2 Residential districts into one section for requirements for side-loaded or front-facing garages. The front-facing garage section is further broken down into more restrictive requirements for homes constructed on a property that is designed as a historic site or structure, or located within a historic district (HPO zoned

City Plan Division 625 52 <sup>nd</sup> Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission  <b>FACT SHEET</b>	February 10, 2011	Item 4
<b>Zoning Ordinance To Repeal, Recreate and Renumber various parts of Sections 3.03 through 3.09 regarding Front Yard Exceptions and Garages; To Repeal and Recreate Section 7.02 F. regarding Nonconforming Residential Structures, and To Create Definitions for "Front-facing Garage", "Livable Space", "Overhead Door" and "Side-loaded Garage" in Section 12.0 B. of the Zoning Ordinance for the City of Kenosha, Wisconsin. PUBLIC HEARING</b>			

properties). Front-facing garages may now be constructed on the HPO properties if they meet the following requirements:

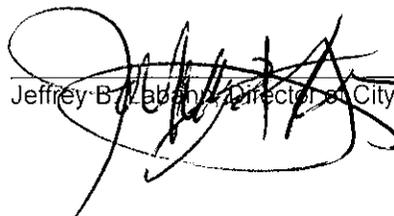
- Must be located a minimum of ten (10') feet behind the Living Area of the home;
- Must be equal to or less than fifty (50%) percent of the width of the entire house; and
- The home must have a covered porch or stoop that is a minimum of six (6') feet deep and covers a minimum area of 25 s.f.  
Other sections are repealed and/or renumbered into the new sections.
- Section 27 and 33-34 - Allows both side-loaded and front-facing attached garages in the RG-1, RG-2 and RS-3 Residential Districts (Older Residential Zoning Districts).
  - Side-loaded garages are required to be flush or set back from the front of the Living Area and have at least one (1) window located on the side of the garage that faces the public street.
  - Front-facing garages are required to be located at least ten (10') feet behind the Living Area and have a width equal to or less than fifty (50%) percent of the width of the home. An exception is also provided for side-loaded garages to extend in front of the living area on lots with slopes of twelve (12%) percent or greater, with additional requirements.
- Section 35 - Exceptions for Non-conforming Residential Structures is recreated due to the repeal and reorganization of other sections of the Zoning Ordinance.
- Section 36 - Definitions are provided for Front-facing Garage, Livable Space, Overhead Door and Side-loaded Garage to provide clarification for new terminology used in the above sections.

**RECOMMENDATION:**

A recommendation is made to approve the Ordinance.



Mike Maki, AICP, Planner  
 /u2/acct/cp/ckays/1CPC/2011/Feb10/fact-zo-303-garage.odt



Jeffrey B. Zaban, Director of City Development

ZONING ORDINANCE NO.

DRAFT 01/24/11/

01/27/11

01/31/11

BY: THE MAYOR

TO REPEAL, RECREATE AND RENUMBER VARIOUS PARTS OF SECTIONS 3.03 THROUGH 3.09 REGARDING FRONT YARD EXCEPTIONS AND GARAGES, TO REPEAL AND RECREATE SECTION 7.02 F. REGARDING NONCONFORMING RESIDENTIAL STRUCTURES, AND TO CREATE DEFINITIONS FOR "FRONT-FACING GARAGE", "LIVABLE SPACE", "OVERHEAD DOOR", AND "SIDE-LOADED GARAGE" IN SECTION 12.0 B. OF THE ZONING ORDINANCE FOR THE CITY OF KENOSHA, WISCONSIN

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

**Section One:** Section 3.03 D.1. of the Zoning Ordinance for the City of Kenosha, Wisconsin is repealed and recreated as follows:

~~1. **Front Yard.** Where forty (40%) percent, or more of all lots measured at frontage, as defined, is built up with buildings having a front yard of other than twenty-five (25') feet from the street right of way or from the setback of a major street, no building hereafter erected or structurally altered shall project beyond the average front yard of the adjacent buildings. Where a majority of principal buildings along a street frontage have a front yard other than the required yard, all principal buildings hereafter erected or structurally altered shall have a front yard equal to the average front yard of the lots on either side of the subject lot. Corner lots shall provide a front yard equal to the average front yard of the adjacent lot and the lot across the intersecting street along the same street frontage.~~

**1. Front Yard.** As measured along the street frontage on both sides of the right of way of a block bounded by intersecting cross streets, if a majority of lots have a front yard other than the required front yard, no principal building may be erected or structurally altered unless the setback is greater than or equal to the average setbacks of the two nearest residential developed lots on either side of the subject lot sharing the same street frontage which are most nearly adjacent to the subject lot.

Corner lots subject to this Paragraph D.1 shall comply along each frontage, using as an average setback, the averages of the most nearly adjacent lot along the subject frontage and the lot directly across the street of the subject frontage sharing the same street frontage.

**Section Two:** Section 3.031 H. of the Zoning Ordinance for the City of Kenosha, Wisconsin is repealed and recreated as follows:

**H. Attached Garages.** ~~The garage wall(s) that includes a garage door opening facing a public street shall not comprise more than sixty (60%) percent of the facade of the principal building width containing a primary entrance, measured along the ground level of the front facade(s). The side(s) of the garage wall where the garage door does not face a public street, shall be designed to be integral with the design features of the principal building and shall include at least one (1) window.~~

**1. Side-loaded Garages.** Side-loaded garages shall be designed to be integral with the design features of the portion of the principal building having livable space. ~~and shall~~ If the side-loaded garage extends laterally from the facade of the remainder of the principal building having livable space, it shall include at least one (1) window that faces the public right-of-way that matches the windows used on the balance of the front facade of the portion of the principal building having containing livable space.

**2. Front-facing Garages.** Front-facing garages may extend a maximum of ten feet (10') in front of the longest line of the front facade containing livable space on the ground level, and shall be subject to the following standards:

**a.** Width shall be restricted to a maximum of sixty percent (60%) of the total width of the principal building.

**b.** The primary entrance is emphasized by a covered porch or stoop having a minimum area equal to fifty percent (50%) of the width of the garage, a minimum area of twenty-five square feet (25 sq.'), and includes columns, railings, balustrades, trellises and/or decorative posts to define the perimeter.

**Section Three:** Section 3.031 I. Of the Zoning Ordinance for the City of Kenosha, Wisconsin is hereby repealed.

**Section Four:** Section 3.031 J. and 3.031 K. are renumbered as 3.031 I. and 3.031 J., respectively.

**Section Five:** Section 3.031 J.2. of the Zoning Ordinance for the City of Kenosha, Wisconsin is hereby repealed.

**Section Six:** Section 3.031 J.3 of the Zoning Ordinance for the City of Kenosha, Wisconsin is renumbered as Section 3.031 J.2.

**Section Seven:** Section 3.032 H. of the Zoning Ordinance for the City of Kenosha, Wisconsin is repealed and recreated as follows:

**H. Attached Garages.** ~~The garage wall(s) that includes a garage door opening facing a public street shall not comprise more than sixty (60%) percent of the facade of the principal building width containing a primary entrance, measured along the ground level of the front facade(s). The side(s) of the garage wall where the garage door does not face a public street, shall be designed to be integral with the design features of the principal building and shall include at least one (1) window.~~

**1. Side-loaded Garages.** Side-loaded garages shall be designed to be integral with the design features of the portion of the principal building having livable space. ~~It shall~~ If the side-loaded garage extends laterally out from the facade of the remainder of the principal building having livable space, it shall include at least one (1) window that faces the public right-of-way that matches the windows used on the balance of the front facade of the portion of the principal building having containing livable space.

**2. Front-facing Garages.** Front-facing garages may extend a maximum of ten feet (10') in front of the longest line of the front facade containing livable space on the ground level, and shall be subject to the following standards:

**a.** Width shall be restricted to a maximum of sixty percent (60%) of the total width of the principal building.

**b.** The primary entrance is emphasized by a covered porch or stoop having a minimum area equal to fifty percent (50%) of the width of the garage, a minimum area of twenty-five square feet (25 sq.'), and includes columns, railings, balustrades, trellises and/or decorative posts to define the perimeter.

**Section Eight:** Section 3.032 I. Of the Zoning Ordinance for the City of Kenosha, Wisconsin is hereby repealed.

**Section Nine:** Section 3.032 J. and 3.032 K. are renumbered as 3.032 I. and 3.032 J., respectively.

**Section Ten:** Section 3.032 J.2. of the Zoning Ordinance for the City of Kenosha, Wisconsin is hereby repealed.

**Section Eleven:** Section 3.032 J.3 of the Zoning Ordinance for the City of Kenosha, Wisconsin is renumbered as Section 3.032 J.2..

**Section Twelve:** Section 3.033 G. of the Zoning Ordinance for the City of Kenosha, Wisconsin is repealed and recreated as follows:

**G. Attached Garages.** ~~The garage wall(s) that includes a garage door opening facing a public street shall not comprise more than sixty (60%) percent of the facade of the principal building width containing a primary entrance, measured along the ground level of the front facade(s). The side(s) of the garage wall where the garage door does not face a public street, shall be designed to be integral with the design features of the principal building and shall include at least one (1) window.~~

**1. Side-loaded Garages.** ~~Side-loaded garages shall be designed to be integral with the design features of the portion of the principal building having livable space.. ~~and shall~~ If the side-loaded garage extends laterally out from the facade of the remainder of the principal building having livable space, it shall include at least one (1) window that faces the public right-of-way that matches the windows used on the balance of the front facade of the portion of the principal building having ~~containing~~ livable space.~~

**2. Front-facing Garages.** ~~Front-facing garages may extend a maximum of ten feet (10') in front of the longest line of the front facade containing livable space on the ground level, and shall be subject to the following standards:~~

**a.** ~~Width shall be restricted to a maximum of sixty percent (60%) of the total width of the principal building.~~

**b.** ~~The primary entrance is emphasized by a covered porch or stoop having a minimum area equal to fifty (50%) percent of the width of the garage, a minimum area of twenty-five square feet (25 sq.'), and includes columns, railings, balustrades, trellises and/or decorative posts to define the perimeter.~~

**Section Thirteen:** Section 3.033 H. of the Zoning Ordinance for the City of Kenosha, Wisconsin is hereby repealed.

**Section Fourteen:** Section 3.033 I. And 3.033 J. are renumbered as 3.033 H. and 3.033 I., respectively.

**Section Fifteen:** Section 3.033 I.2. of the Zoning Ordinance for the City of Kenosha, Wisconsin is hereby repealed.

**Section Sixteen:** Section 3.033 I.3 of the Zoning Ordinance for the City of Kenosha, Wisconsin is renumbered as Section 3.033 I.2.

**Section Seventeen:** Section 3.04 G. of the Zoning Ordinance for the City of Kenosha, Wisconsin is repealed and recreated as follows:

**G. Attached Garages.** ~~The garage wall(s) that includes a garage door opening facing a public street shall not comprise more than sixty (60%) percent of the facade of the principal building width containing a primary entrance, measured along the ground level of the front facade(s). The side(s) of the garage wall where the garage door does not face a public street, shall be designed to be integral with the design features of the principal building and shall include at least one (1) window.~~

**1. Side-loaded Garages.** Side-loaded garages shall be designed to be integral with the design features of the portion of the principal building having livable space ~~and/or~~ If the side-loaded garage extends laterally out from the facade of the remainder of the principal building having livable space, it shall include at least one (1) window that faces the public right-of-way that matches the windows used on the balance of the front facade of the portion of the principal building having ~~and/or~~ livable space.

**2. Front-facing Garages.**

**a. HPO Zoned Properties.** Front-facing garages shall be required to be located a minimum of ten (10') feet behind the longest line of the front facade containing livable space on the ground level, and shall be subject to the following standards:

(1) Width shall be restricted to a maximum of fifty percent (50%) of the total width of the principal building.

(2) The primary entrance is emphasized by a covered porch or stoop having a minimum area of twenty-five feet (25'), a minimum depth of six feet (6'), and includes columns, railings, balustrades, trellises and/or decorative posts to define the perimeter.

**b. All Other Properties.** Front-facing garages may extend a maximum of ten feet (10') in front of the longest line of the front facade containing livable space on the ground level, and shall be subject to the following standards:

(1) Width shall be restricted to a maximum of sixty percent (60%) of the total width of the principal building.

(2) The primary entrance is emphasized by a covered porch or stoop having a minimum area equal to fifty percent (50%) of the width of the garage, a minimum area of twenty-five square feet (25 sq.'), and includes columns, railings, balustrades, trellises and/or decorative posts to define the perimeter.

**Section Eighteen:** Section 3.04H. of the Zoning Ordinance for the City of Kenosha, Wisconsin is hereby repealed.

**Section Nineteen :** Section 3.04I. and 3.04J. are renumbered as 3.04H. and 3.04 I, respectively.

**Section Twenty:** Section 3.04.I.2. of the Zoning Ordinance for the City of Kenosha, Wisconsin is hereby repealed.

**Section Twenty-One:** Section 3.04 I.3 of the Zoning Ordinance for the City of Kenosha, Wisconsin is renumbered as Section 3.04 I.2.

**Section Twenty-Two:** Section 3.05 G. of the Zoning Ordinance for the City of Kenosha,

Wisconsin is repealed and recreated as follows:

**G. Attached Garages.** ~~The garage wall(s) that includes a garage door opening facing a public street shall not comprise more than sixty (60%) percent of the facade of the principal building width containing a primary entrance, measured along the ground level of the front facade(s). The side(s) of the garage wall where the garage door does not face a public street, shall be designed to be integral with the design features of the principal building and shall include at least one (1) window.~~

**1. Side-loaded Garages.** Side-loaded garages shall be designed to be integral with the design features of the portion of the principal building having livable space ~~and shall~~. If the side-loaded garage extends laterally out from the facade of the remainder of the principal building having livable space, it shall include at least one (1) window that faces the public right-of-way that matches the windows used on the balance of the front facade of the portion of the principal building having ~~livable space.~~

**2. Front-facing Garages.**

**a. HPO Zoned Properties.** Front-facing garages shall be required to be located a minimum of ten feet (10') behind the longest line of the front facade containing livable space on the ground level, and shall be subject to the following standards:

(1) Width shall be restricted to a maximum of fifty percent (50%) of the total width of the principal building.

(2) The primary entrance is emphasized by a covered porch or stoop having a minimum area of twenty-five feet (25'), a minimum depth of six feet (6'), and includes columns, railings, balustrades, trellises and/or decorative posts to define the perimeter.

**b. All Other Properties.** Front-facing garages may extend a maximum of ten feet (10') in front of the longest line of the front facade containing livable space on the ground level, and shall be subject to the following standards:

(1) Width shall be restricted to a maximum of sixty percent (60%) of the total width of the principal building.

(2) The primary entrance is emphasized by a covered porch or stoop having a minimum area equal to fifty percent (50%) of the width of the garage, a minimum area of twenty-five square feet (25 sq.'), and includes columns, railings, balustrades, trellises and/or decorative posts to define the perimeter.

**Section Twenty-Three:** Section 3.05 H. of the Zoning Ordinance for the City of Kenosha, Wisconsin is hereby repealed.

**Section Twenty-Four:** Section 3.05 I. and 3.05 J. are renumbered as 3.05 H. and 3.05 I., respectively.

**Section Twenty-Five:** Section 3.05 I.2. of the Zoning Ordinance for the City of Kenosha, Wisconsin is hereby repealed.

**Section Twenty-Six:** Section 3.05 I.3 of the Zoning Ordinance for the City of Kenosha, Wisconsin is renumbered as Section 3.05 I.2.

**Section Twenty-Seven:** Section 3.06 I.2. is repealed and recreated as follows:

**2. Attached Garages.** ~~Attached garages shall only be permitted when attached garages represent the prevailing style of surrounding garages. Where permitted, attached garages shall not be permitted to have any wall closer to the front lot line than the living area of the principal building and shall not comprise more than fifty~~

(50%) percent of the total length of front facade of new principal buildings as measured along the ground floor. The front facade shall be further defined as the enclosed portion of the principal building which contains the primary entrance. Notwithstanding above, an attached garage is permitted when the garage door is oriented to an alley.

**a. Side-loaded Garages.** ~~Side-loaded garages shall not have any wall closer to the front yard than the longest length of the front facade's livable space on the ground level, and shall have at least one (1) window that faces the public right-of-way that matches the windows used on the balance of the front facade's livable space.~~ Side-loaded garages shall not have any wall closer to the front lot line than a point on the front facade of the remainder of the principal building having livable space that is nearest to the lot line. If the side-loaded garage extends laterally ~~out~~ from the facade of the remainder of the principal building having livable space, it shall have at least one (1) window that faces the public right-of-way that matches the windows used on the balance of the portion of the principal building having livable space. Notwithstanding the above, side-loaded garages may have a wall closer to the front lot line than a point on the front facade of the remainder of the principal building having livable space that is nearest to the lot line, when all of the following conditions are met:

(1) The lot has a slope steeper than twelve percent (12%).

(2) Livable space is included above the side-loaded garage and has an exterior wall plane level with the build-to line of the garage.

(3) The livable space above the garage and the sidewall of the garage both have windows that match the windows used on the balance of the front facade containing livable space.

(4) There are a minimum of two (2) windows on the garage sidewall that faces the public right-of-way.

(5) No portion of the sidewall visible to the public right-of-way exceeds sixty percent (60%) of the total maximum width of the principal building.

**b. Front-facing Garages.** Front-facing garages shall be required to be located a minimum of ten feet (10') behind the longest length of the front facade's livable space on the ground level, and its width shall be restricted to a maximum of fifty percent (50%) of the total width of the principal building.

**Section Twenty-Eight:** Section 3.07 G. of the Zoning Ordinance for the City of Kenosha,

Wisconsin is repealed and recreated as follows:

**G. Attached Garages.** ~~The garage wall(s) that includes a garage door opening facing a public street shall not comprise more than sixty (60%) percent of the facade of the principal building width containing a primary entrance, measured along the ground level of the front facade(s). The side(s) of the garage wall where the garage door does not face a public street, shall be designed to be integral with the design features of the principal building and shall include at least one (1) window.~~

**1. Side-loaded Garages.** Side-loaded garages shall be designed to be integral with the design features of the portion of the principal building having livable space ~~and shall have at least one (1) window that faces the public right-of-way that matches the windows used on the balance of the front facade of the portion of the principal building having livable space.~~ If the side-loaded garage extends laterally ~~out~~ from the facade of the remainder of the principal building having livable space, it shall include at least one (1) window that faces the public right-of-way that matches the windows used on the balance of the front facade of the portion of the principal building having livable space.

**2. Front-facing Garages.** Front-facing garages may extend a maximum of ten feet (10') in front of the longest line of the front facade containing livable space on the ground level, and shall be subject to the following standards:

**a.** Width shall be restricted to a maximum of sixty percent (60%) of the total width of the principal building.

**b.** The primary entrance is emphasized by a covered porch or stoop having a minimum area equal to fifty percent (50%) of the width of the garage, a minimum area of twenty-five square feet (25 sq.'), and includes columns, railings, balustrades, trellises and/or decorative posts to define the perimeter.

**Section Twenty-Nine:** Section 3.07 H. of the Zoning Ordinance for the City of Kenosha,

Wisconsin is hereby repealed.

**Section Thirty:** Section 3.07 I. and 3.07 J. are renumbered as 3.07 H. and 3.07 I., respectively.

**Section Thirty-One:** Section 3.07 I.2. of the Zoning Ordinance for the City of Kenosha,

Wisconsin is hereby repealed.

**Section Thirty-Two:** Section 3.07 I.3 of the Zoning Ordinance for the City of Kenosha,

Wisconsin is renumbered as Section 3.07 I.2.

**Section Thirty-Three:** Section 3.08 I.2. is repealed and recreated as follows:

~~2. **Attached Garages.** Attached garages shall only be permitted when attached garages represent the prevailing style of surrounding garages. Where permitted, attached garages shall not be permitted to have any wall closer to the front lot line than the living area of the principal building and shall not comprise more than fifty (50%) percent of the total length of front facade of new principal buildings as measured along the ground floor. The front facade shall be further defined as the enclosed portion of the principal building which contains the primary entrance. Notwithstanding above, an attached garage is permitted when the garage door is oriented to an alley.~~

~~//////////**Side-Loaded Garages.** Side-loaded garages shall not have any wall closer to the front lot line than the longest length of the front facade's livable space on the ground level, and shall have at least one (1) window that faces the public right-of-way that matches the windows used on the balance of the front facade's livable space. Notwithstanding the above, side-loaded garages may have a wall closer to the front lot line than the longest length of the front facade's livable space on the ground level, when all of the following conditions are met:~~

~~**a. Side-loaded Garages.** Side-loaded garages shall not have any wall closer to the front lot line than a point on the front facade of the remainder of the principal building having livable space that is nearest to the lot line. If the side-loaded garage extends laterally ~~out~~ from the facade of the remainder of the principal building having livable space, it shall have at least one (1) window that faces the public right-of-way that matches the windows used on the balance of the portion of the principal building having livable space. Notwithstanding the above, side-loaded garages may have a wall closer to the front lot line than a point on the front facade of the remainder of the principal building having livable space that is nearest to the lot line, when all of the following conditions are met:~~

~~(1) The lot has a slope steeper than twelve percent (12%).~~

~~(2) Livable space is included above the side-loaded garage and has an exterior wall plane level with the build-to line of the garage.~~

~~(3) The livable space above the garage and the sidewall of the garage both have windows that match the windows used on the balance of the front facade containing livable space.~~

~~(4) There are a minimum of two (2) windows on the garage sidewall that faces the public right-of-way.~~

~~(5) No portion of the sidewall visible to the public right-of-way exceeds sixty percent (60%) of the total maximum width of the principal building.~~

~~**b. Front-facing Garages.** Front-facing garages shall be required to be located a minimum of ten feet (10') behind the longest length of the front facade's livable space on the ground level, and its width shall be restricted to a maximum of fifty percent (50%) of the total width of the principal building.~~

**Section Thirty-Four:** Section 3.09 I.2. is repealed and recreated as follows:

~~2. **Attached Garages.** Attached garages shall only be permitted when attached garages represent the prevailing style of surrounding garages. Where permitted, attached garages shall not be permitted to have any wall closer to the front lot line than the living area of the principal building and shall not comprise more than fifty~~

(50%) percent of the total length of front facade of new principal buildings as measured along the ground floor. The front facade shall be further defined as the enclosed portion of the principal building which contains the primary entrance. Notwithstanding above, an attached garage is permitted when the garage door is oriented to an alley.

~~**a. Side-loaded Garages. Side-loaded garages shall not have any wall closer to the front yard than the longest length of the front facade's livable space on the ground level, and shall have at least one (1) window that faces the public right-of-way that matches the windows used on the balance of the front facade's livable space. Notwithstanding the above, side-loaded garages may have a wall closer to the front yard than the longest length of the front facade's livable space on the ground level, when all of the following conditions are met:**~~

Side-loaded garages shall not have any wall closer to the front lot line than a point on the front facade of the remainder of the principal building having livable space that is nearest to the lot line. If the side-loaded garage extends laterally out from the facade of the remainder of the principal building having livable space, it shall have at least one (1) window that faces the public right-of-way that matches the windows used on the balance of the portion of the principal building having livable space. Notwithstanding the above, side-loaded garages may have a wall closer to the front lot line than a point on the front facade of the remainder of the principal building having livable space that is nearest to the lot line, when all of the following conditions are met:

- ~~(1) The lot has a slope steeper than twelve percent (12%).~~
- ~~(2) Livable space is included above the side-loaded garage and has an exterior wall plane level with the build-to line of the garage.~~
- ~~(3) The livable space above the garage and the sidewall of the garage both have windows that match the windows used on the balance of the front facade containing livable space.~~
- ~~(4) There are a minimum of two (2) windows on the garage sidewall that face the public right-of-way.~~
- ~~(5) No portion of the sidewall visible to the public right-of way exceeds sixty percent (60%) of the total maximum width of the principal building.~~

~~**b. Front-facing Garages. Front-facing garages shall be required to be located a minimum of ten feet (10') behind the longest length of the front facade's livable space on the ground level, and its width shall be restricted to a maximum of fifty percent (50%) of the total width of the principal building.**~~

**Section Thirty-Five:** Section 7.02 F. of the Zoning Ordinance for the City of Kenosha,

Wisconsin is repealed and recreated as follows:

**F. Exceptions for NonConforming Residential Structures Located in the RS-1, RS-2, RR-1, RR-2, RR-3 or RD Zoning Districts.** A residential building or structure which does not comply with any or all of the following:

- Sections **3.031 H.**, **3.032 H.**, **3.033 G.**, **3.04 G.**, **3.05 G.**, or **3.07 G.** of the Zoning Ordinance, regarding Attached Garages;
- ~~Sections **3.031 I.**, **3.032 I.**, **3.033 H.**, **3.04 H.**, **3.05 H.**, or **3.07 H.** of the Zoning Ordinance regarding Garage Door Placement;~~
- Sections **3.031 JI.**, **3.032 JI.**, **3.033 IH.**, **3.04 IH.**, **3.05 IH.**, or **3.07 IH.**, of the Zoning Ordinance regarding Building Composition and Character;
- Sections ~~**3.031 KJ.**, **3.032 KJ.**, **3.033 JI.**, **3.04 JI.**, **3.05 JI.**, or **3.07 JI.**~~, of the Zoning Ordinance regarding Compatibility with Existing Structures; and, which is damaged or destroyed by a catastrophe or act of God, may be reconstructed to its original construction prior to such damage if all of the following conditions are met:
  1. A Building Permit for the reconstruction is obtained within twelve (12) months of the date of the catastrophe or act of God.
  2. Reconstruction will not increase any dimensional nonconformity of the building or structure.
  3. The reconstructed building or structure complies with all other City and State Codes and Ordinances existing at the time of reconstruction.

**Section Thirty-Six:** Section 12.0 B. is amended by adding thereto:

**Front-facing Garage.** An attached garage where the overhead doors are parallel to the front yard and visible from the public right-of way. Pertaining to corner lots, front-facing garages shall also be defined where the overhead doors are parallel to the street-side yard and where the primary entrance also is parallel to the street-side yard.

**Livable Space.** That part of the building which is enclosed and supported upon the main foundation system of the structure, excluding garages, unfinished basements, bay windows, porches and breezeways.

**Overhead Door.** A door opening for a garage allowing ingress and egress of a car.

**Side-loaded Garage.** An attached garage where the overhead doors are perpendicular to the front yard and generally not visible from the public right-of way.

**Section Thirty-Seven:** This Ordinance shall become effective upon passage and publication.

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor

Passed:

Published:

Drafted By:  
EDWARD R. ANTARAMIAN  
City Attorney

**ZONING ORDINANCE NO.**

**BY: THE MAYOR**

**TO REPEAL, RECREATE AND RENUMBER VARIOUS PARTS OF SECTIONS 3.03 THROUGH 3.09 REGARDING FRONT YARD EXCEPTIONS AND GARAGES, TO REPEAL AND RECREATE SECTION 7.02 F. REGARDING NONCONFORMING RESIDENTIAL STRUCTURES, AND TO CREATE DEFINITIONS FOR "FRONT-FACING GARAGE", "LIVABLE SPACE", "OVERHEAD DOOR", AND "SIDE-LOADED GARAGE" IN SECTION 12.0 B. OF THE ZONING ORDINANCE FOR THE CITY OF KENOSHA, WISCONSIN**

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

**Section One:** Section 3.03 D.1. of the Zoning Ordinance for the City of Kenosha, Wisconsin is repealed and recreated as follows:

**1. Front Yard.** As measured along the street frontage of the right of way of a block bounded by intersecting cross streets, if a majority of lots have a front yard other than the required front yard, no principal building may be erected or structurally altered unless the setback is equal to the average setbacks of the two nearest residential developed lots on either side of the subject lot sharing the same street frontage which are most nearly adjacent to the subject lot.

Corner lots subject to this Paragraph D.1 shall comply using as an average setback, the averages of the most nearly adjacent lot along the subject frontage and the lot directly across the street of the subject frontage sharing the same street frontage.

**Section Two:** Section 3.031 H. of the Zoning Ordinance for the City of Kenosha, Wisconsin is repealed and recreated as follows:

**H. Attached Garages.**

**1. Side-loaded Garages.** Side-loaded garages shall be designed to be integral with the design features of the portion of the principal building having livable space. If the side-loaded garage extends laterally from the facade of the remainder of the principal building having livable space, it shall include at least one (1) window that faces the public right-of-way that matches the windows used on the balance of the front facade of the portion of the principal building having livable space.

**2. Front-facing Garages.** Front-facing garages may extend a maximum of ten feet (10') in front of the longest line of the front facade containing livable space on the ground level, and shall be subject to the following standards:

- a. Width shall be restricted to a maximum of sixty percent (60%) of the total width of the principal building.
- b. The primary entrance is emphasized by a covered porch or stoop having a minimum area equal to fifty percent (50%) of the width of the garage, a minimum area of twenty-five square feet (25 sq.'), and includes columns, railings, balustrades, trellises and/or decorative posts to define the perimeter.

**Section Three:** Section 3.031 I. Of the Zoning Ordinance for the City of Kenosha, Wisconsin is hereby repealed.

**Section Four:** Section 3.031 J. and 3.031 K. are renumbered as 3.031 I. and 3.031 J.,

respectively.

**Section Five:** Section 3.031 J.2. of the Zoning Ordinance for the City of Kenosha, Wisconsin is hereby repealed.

**Section Six:** Section 3.031 J.3 of the Zoning Ordinance for the City of Kenosha, Wisconsin is renumbered as Section 3.031 J.2..

**Section Seven:** Section 3.032 H. of the Zoning Ordinance for the City of Kenosha, Wisconsin is repealed and recreated as follows:

**H. Attached Garages.**

**1. Side-loaded Garages.** Side-loaded garages shall be designed to be integral with the design features of the portion of the principal building having livable space. If the side-loaded garage extends laterally from the facade of the remainder of the principal building having livable space, it shall include at least one (1) window that faces the public right-of-way that matches the windows used on the balance of the front facade of the portion of the principal building having livable space.

**2. Front-facing Garages.** Front-facing garages may extend a maximum of ten feet (10') in front of the longest line of the front facade containing livable space on the ground level, and shall be subject to the following standards:

**a.** Width shall be restricted to a maximum of sixty percent (60%) of the total width of the principal building.

**b.** The primary entrance is emphasized by a covered porch or stoop having a minimum area equal to fifty percent (50%) of the width of the garage, a minimum area of twenty-five square feet (25 sq.'), and includes columns, railings, balustrades, trellises and/or decorative posts to define the perimeter.

**Section Eight:** Section 3.032 I. Of the Zoning Ordinance for the City of Kenosha, Wisconsin is hereby repealed.

**Section Nine:** Section 3.032 J. and 3.032 K. are renumbered as 3.032 I. and 3.032 J., respectively.

**Section Ten:** Section 3.032 J.2. of the Zoning Ordinance for the City of Kenosha, Wisconsin is hereby repealed.

**Section Eleven:** Section 3.032 J.3 of the Zoning Ordinance for the City of Kenosha, Wisconsin is renumbered as Section 3.032 J.2..

**Section Twelve:** Section 3.033 G. of the Zoning Ordinance for the City of Kenosha, Wisconsin is repealed and recreated as follows:

**G. Attached Garages.**

**1. Side-loaded Garages.** Side-loaded garages shall be designed to be integral with the design features of the portion of the principal building having livable space. If the side-loaded garage extends laterally from the facade of the remainder of the principal building having livable space, it shall include at least one (1) window that faces the public right-of-way that matches the windows used on the balance of the front facade of the portion of the principal building having livable space.

**2. Front-facing Garages.** Front-facing garages may extend a maximum of ten feet (10') in front of the longest line of the front facade containing livable space on the ground level, and shall be subject to the following standards:

a. Width shall be restricted to a maximum of sixty percent (60%) of the total width of the principal building.

b. The primary entrance is emphasized by a covered porch or stoop having a minimum area equal to fifty (50%) percent of the width of the garage, a minimum area of twenty-five square feet (25 sq.'), and includes columns, railings, balustrades, trellises and/or decorative posts to define the perimeter.

**Section Thirteen:** Section 3.033 H. of the Zoning Ordinance for the City of Kenosha, Wisconsin is hereby repealed.

**Section Fourteen:** Section 3.033 I. And 3.033 J. are renumbered as 3.033 H. and 3.033 I, respectively.

**Section Fifteen:** Section 3.033 I.2. of the Zoning Ordinance for the City of Kenosha, Wisconsin is hereby repealed.

**Section Sixteen:** Section 3.033 I.3 of the Zoning Ordinance for the City of Kenosha, Wisconsin is renumbered as Section 3.033 I.2.

**Section Seventeen:** Section 3.04 G. of the Zoning Ordinance for the City of Kenosha, Wisconsin is repealed and recreated as follows:

**G. Attached Garages.**

**1. Side-loaded Garages.** Side-loaded garages shall be designed to be integral with the design features of the portion of the principal building having livable space. If the side-loaded garage extends laterally from the facade of the remainder of the principal building having livable space, it shall include at least one (1) window that faces the public right-of-way that matches the windows used on the balance of the front facade of the portion of the principal building having livable space.

**2. Front-facing Garages.**

a. **HPO Zoned Properties.** Front-facing garages shall be required to be located a minimum of ten (10') feet behind the longest line of the front facade containing livable space on the ground level, and shall be subject to the following standards:

(1) Width shall be restricted to a maximum of fifty percent (50%) of the total width of the principal building.

(2) The primary entrance is emphasized by a covered porch or stoop having a minimum area of twenty-five feet (25'), a minimum depth of six feet (6'), and includes columns, railings, balustrades, trellises and/or decorative posts to define the perimeter.

b. **All Other Properties.** Front-facing garages may extend a maximum of ten feet (10') in front

of the longest line of the front facade containing livable space on the ground level, and shall be subject to the following standards:

(1) Width shall be restricted to a maximum of sixty percent (60%) of the total width of the principal building.

(2) The primary entrance is emphasized by a covered porch or stoop having a minimum area equal to fifty percent (50%) of the width of the garage, a minimum area of twenty-five square feet (25 sq.'), and includes columns, railings, balustrades, trellises and/or decorative posts to define the perimeter.

**Section Eighteen:** Section 3.04H. of the Zoning Ordinance for the City of Kenosha, Wisconsin is hereby repealed.

**Section Nineteen :** Section 3.04I. and 3.04J. are renumbered as 3.04H. and 3.04 I, respectively.

**Section Twenty:** Section 3.04.I.2. of the Zoning Ordinance for the City of Kenosha, Wisconsin is hereby repealed.

**Section Twenty-One:** Section 3.04 I.3 of the Zoning Ordinance for the City of Kenosha, Wisconsin is renumbered as Section 3.04 I.2.

**Section Twenty-Two:** Section 3.05 G. of the Zoning Ordinance for the City of Kenosha, Wisconsin is repealed and recreated as follows:

#### **G. Attached Garages.**

**1. Side-loaded Garages.** Side-loaded garages shall be designed to be integral with the design features of the portion of the principal building having livable space. If the side-loaded garage extends laterally from the facade of the remainder of the principal building having livable space, it shall include at least one (1) window that faces the public right-of-way that matches the windows used on the balance of the front facade of the portion of the principal building having livable space.

#### **2. Front-facing Garages.**

**a. HPO Zoned Properties.** Front-facing garages shall be required to be located a minimum of ten feet (10') behind the longest line of the front facade containing livable space on the ground level, and shall be subject to the following standards:

(1) Width shall be restricted to a maximum of fifty percent (50%) of the total width of the principal building.

(2) The primary entrance is emphasized by a covered porch or stoop having a minimum area of twenty-five feet (25'), a minimum depth of six feet (6'), and includes columns, railings, balustrades, trellises and/or decorative posts to define the perimeter.

**b. All Other Properties.** Front-facing garages may extend a maximum of ten feet (10') in front of the longest line of the front facade containing livable space on the ground level, and shall be subject to the following standards:

(1) Width shall be restricted to a maximum of sixty percent (60%) of the total width of the principal building.

(2) The primary entrance is emphasized by a covered porch or stoop having a minimum area equal to fifty percent (50%) of the width of the garage, a minimum area of twenty-five square feet (25 sq.'), and includes columns, railings, balustrades, trellises and/or decorative posts to define the perimeter.

**Section Twenty-Three:** Section 3.05 H. of the Zoning Ordinance for the City of Kenosha,

Wisconsin is hereby repealed.

**Section Twenty-Four:** Section 3.05 I. and 3.05 J. are renumbered as 3.05 H. and 3.05 I., respectively.

**Section Twenty-Five:** Section 3.05 I.2. of the Zoning Ordinance for the City of Kenosha, Wisconsin is hereby repealed.

**Section Twenty-Six:** Section 3.05 I.3 of the Zoning Ordinance for the City of Kenosha, Wisconsin is renumbered as Section 3.05 I.2.

**Section Twenty-Seven:** Section 3.06 I.2. is repealed and recreated as follows:

**2. Attached Garages.**

**a. Side-loaded Garages.** Side-loaded garages shall not have any wall closer to the front lot line than a point on the front facade of the remainder of the principal building having livable space that is nearest to the lot line. If the side-loaded garage extends laterally from the facade of the remainder of the principal building having livable space, it shall have at least one (1) window that faces the public right-of-way that matches the windows used on the balance of the portion of the principal building having livable space. Notwithstanding the above, side-loaded garages may have a wall closer to the front lot line than a point on the front facade of the remainder of the principal building having livable space that is nearest to the lot line, when all of the following conditions are met:

- (1) The lot has a slope steeper than twelve percent (12%) .
- (2) Livable space is included above the side-loaded garage and has an exterior wall plane level with the build-to line of the garage.
- (3) The livable space above the garage and the sidewall of the garage both have windows that match the windows used on the balance of the front facade containing livable space.
- (4) There are a minimum of two (2) windows on the garage sidewall that faces the public right-of way.
- (5) No portion of the sidewall visible to the public right-of way exceeds sixty percent (60%) of the total maximum width of the principal building.

**b. Front-facing Garages.** Front-facing garages shall be required to be located a minimum of ten feet (10') behind the longest length of the front facade's livable space on the ground level, and its width shall be restricted to a maximum of fifty percent (50%) of the total width of the principal building.

**Section Twenty-Eight:** Section 3.07 G. of the Zoning Ordinance for the City of Kenosha,

Wisconsin is repealed and recreated as follows:

**G. Attached Garages.**

**1. Side-loaded Garages.** Side-loaded garages shall be designed to be integral with the design features of the portion of the principal building having livable space. If the side-loaded garage extends laterally from the facade of the remainder of the principal building having livable space, it shall include at least one (1) window that faces the public right-of-way that matches the windows used on the balance of the front facade of the portion of the principal building having livable space.

**2. Front-facing Garages.** Front-facing garages may extend a maximum of ten feet (10') in

front of the longest line of the front facade containing livable space on the ground level, and shall be subject to the following standards:

a. Width shall be restricted to a maximum of sixty percent (60%) of the total width of the principal building.

b. The primary entrance is emphasized by a covered porch or stoop having a minimum area equal to fifty percent (50%) of the width of the garage, a minimum area of twenty-five square feet (25 sq.'), and includes columns, railings, balustrades, trellises and/or decorative posts to define the perimeter.

**Section Twenty-Nine:** Section 3.07 H. of the Zoning Ordinance for the City of Kenosha, Wisconsin is hereby repealed.

**Section Thirty:** Section 3.07 I. and 3.07 J. are renumbered as 3.07 H. and 3.07 I., respectively.

**Section Thirty-One:** Section 3.07 I.2. of the Zoning Ordinance for the City of Kenosha, Wisconsin is hereby repealed.

**Section Thirty-Two:** Section 3.07 I.3 of the Zoning Ordinance for the City of Kenosha, Wisconsin is renumbered as Section 3.07 I.2.

**Section Thirty-Three:** Section 3.08 I.2. is repealed and recreated as follows:

## **2. Attached Garages.**

a. **Side-loaded Garages.** Side-loaded garages shall not have any wall closer to the front lot line than a point on the front facade of the remainder of the principal building having livable space that is nearest to the lot line. If the side-loaded garage extends laterally from the facade of the remainder of the principal building having livable space, it shall have at least one (1) window that faces the public right-of-way that matches the windows used on the balance of the portion of the principal building having livable space. Notwithstanding the above, side-loaded garages may have a wall closer to the front lot line than a point on the front facade of the remainder of the principal building having livable space that is nearest to the lot line, when all of the following conditions are met:

(1) The lot has a slope steeper than twelve percent (12%) .

(2) Livable space is included above the side-loaded garage and has an exterior wall plane level with the build-to line of the garage.

(3) The livable space above the garage and the sidewall of the garage both have windows that match the windows used on the balance of the front facade containing livable space.

(4) There are a minimum of two (2) windows on the garage sidewall that faces the public right-of way.

(5) No portion of the sidewall visible to the public right-of way exceeds sixty percent (60%) of the total maximum width of the principal building.

b. **Front-facing Garages.** Front-facing garages shall be required to be located a minimum of ten feet (10') behind the longest length of the front facade's livable space on the ground level, and its width shall be restricted to a maximum of fifty percent (50%) of the total width of the principal building.

**Section Thirty-Four:** Section 3.09 I.2. is repealed and recreated as follows:

## **2. Attached Garages.**

a. **Side-loaded Garages.** Side-loaded garages shall not have any wall closer to the front lot line than a point on the front facade of the remainder of the principal building having livable space that is nearest to the

lot line. If the side-loaded garage extends laterally from the facade of the remainder of the principal building having livable space, it shall have at least one (1) window that faces the public right-of-way that matches the windows used on the balance of the portion of the principal building having livable space. Notwithstanding the above, side-loaded garages may have a wall closer to the front lot line than a point on the front facade of the remainder of the principal building having livable space that is nearest to the lot line, when all of the following conditions are met:

- (1) The lot has a slope steeper than twelve percent (12%).
  - (2) Livable space is included above the side-loaded garage and has an exterior wall plane level with the build-to line of the garage.
  - (3) The livable space above the garage and the sidewall of the garage both have windows that match the windows used on the balance of the front facade containing livable space.
  - (4) There are a minimum of two (2) windows on the garage sidewall that face the public right-of-way.
  - (5) No portion of the sidewall visible to the public right-of-way exceeds sixty percent (60%) of the total maximum width of the principal building.
- b. Front-facing Garages.** Front-facing garages shall be required to be located a minimum of ten feet (10') behind the longest length of the front facade's livable space on the ground level, and its width shall be restricted to a maximum of fifty percent (50%) of the total width of the principal building.

**Section Thirty-Five:** Section 7.02 F. of the Zoning Ordinance for the City of Kenosha,

Wisconsin is repealed and recreated as follows:

**F. Exceptions for NonConforming Residential Structures Located in the RS-1, RS-2, RR-1, RR-2, RR-3 or RD Zoning Districts.** A residential building or structure which does not comply with any or all of the following:

- Sections **3.031 H., 3.032 H., 3.033 G., 3.04 G., 3.05 G., or 3.07 G.** of the Zoning Ordinance, regarding Attached Garages;
- Sections **3.031 I., 3.032 I., 3.033 H., 3.04 H., 3.05H., or 3.07 H.,** of the Zoning Ordinance regarding Building Composition and Character;
- Sections **3.031 J., 3.032 J., 3.033 I., 3.04 I., 3.05 I., or 3.07 I ,** of the Zoning Ordinance regarding Compatibility with Existing Structures; and, which is damaged or destroyed by a catastrophe or act of God, may be reconstructed to its original construction prior to such damage if all of the following conditions are met:
  1. A Building Permit for the reconstruction is obtained within twelve (12) months of the date of the catastrophe or act of God.
  2. Reconstruction will not increase any dimensional nonconformity of the building or structure.
  3. The reconstructed building or structure complies with all other City and State Codes and Ordinances existing at the time of reconstruction.

**Section Thirty-Six:** Section 12.0 B. is amended by adding thereto:

**Front-facing Garage.** An attached garage where the overhead doors are parallel to the front yard and visible from the public right-of-way. Pertaining to corner lots, front-facing garages shall also be defined where the overhead doors are parallel to the street-side yard and where the primary entrance also is parallel to the street-side yard.

**Livable Space.** That part of the building which is enclosed and supported upon the main foundation system of the structure, excluding garages, unfinished basements, bay windows, porches and breezeways.

**Overhead Door.** A door opening for a garage allowing ingress and egress.

**Side-loaded Garage.** An attached garage where the overhead doors are perpendicular to the front yard and generally not visible from the public right-of way.

**Section Thirty-Seven:** This Ordinance shall become effective upon passage and publication.

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor

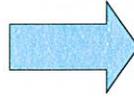
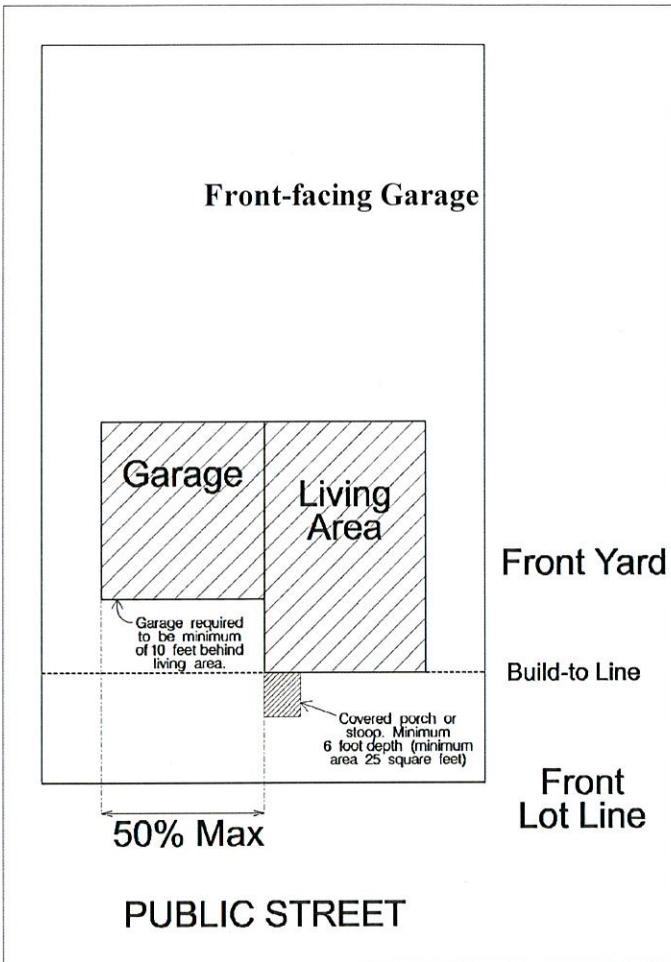
Passed:

Published:

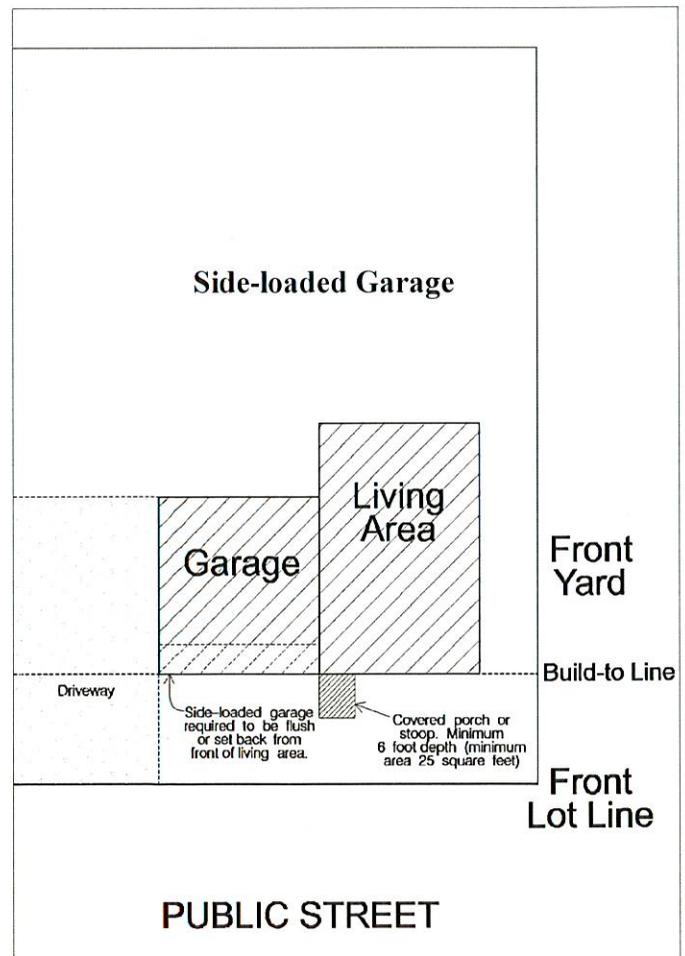
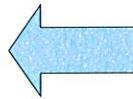
Drafted By:  
EDWARD R. ANTARAMIAN  
City Attorney

# Visual Summary of Changes to Residential Districts Regarding Garages

## OLDER RESIDENTIAL DISTRICTS (RG-1, RG-2 & RS-3)

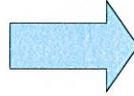
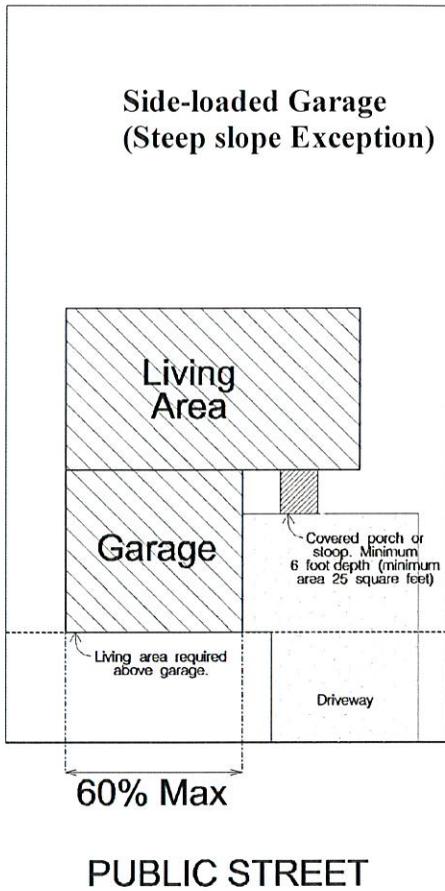


- Attached garage minimum of 10 feet behind Living Area
- Garage width limited to maximum of 50% of home width
- Covered porch required



- Side-loaded garage required to be flush with Living Area or set back from Living Area
- Side of garage requires at least one window that matches windows on Living Area
- Covered porch required

**OLDER RESIDENTIAL DISTRICTS (RG-1, RG-2 & RS-3) - Continued**



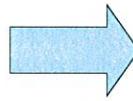
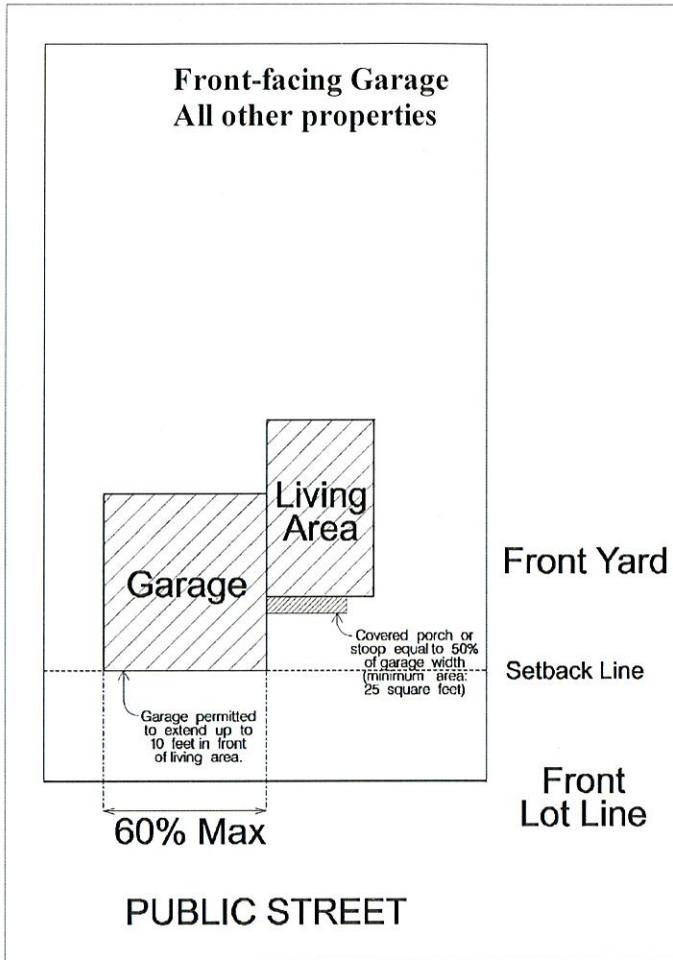
**Front Yard**

**Build-to Line**

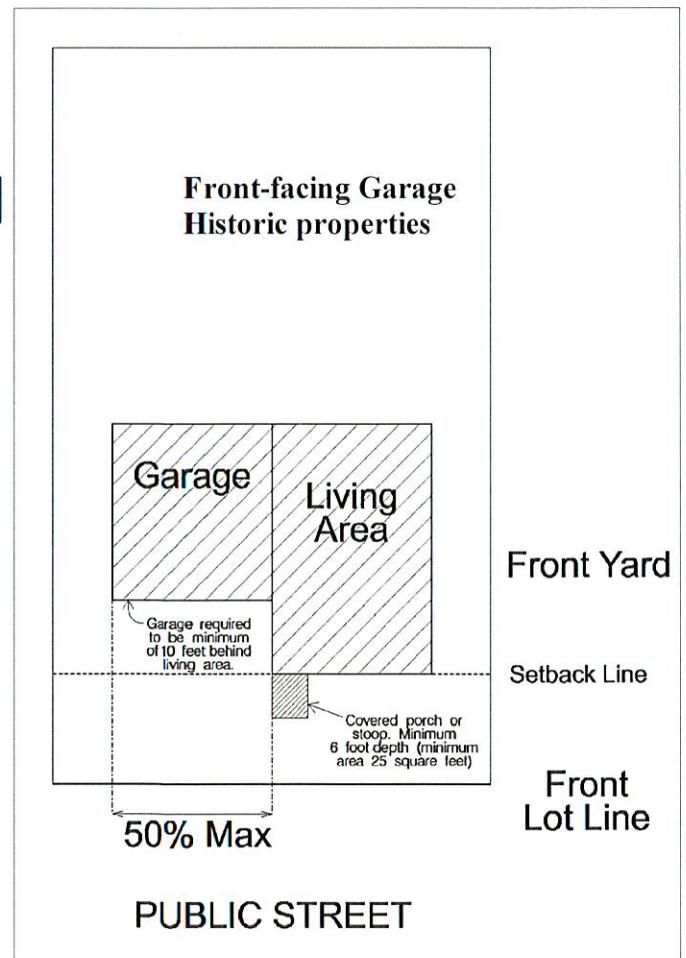
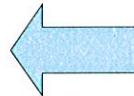
**Front Lot Line**

- Side-loaded garage permitted in front of Living Area on lots with slope at least 12%
- Living Area required above garage
- Required to have minimum of two windows on garage sidewall that faces public street
- Windows used on garage side to match windows on Living Area
- Garage limited to maximum width of 60% of house
- Covered porch required

**NEWER RESIDENTIAL DISTRICTS (RR-1, RR-2, RR-3, RS-1, RS-2, RD)**



- Attached garage permitted to extend up to 10 feet in front of Living Area
- Maximum garage width of 60% of home width
- Covered porch required equal to 50% width of garage & 25 square feet if garage extends in front of Living Area (not required if garage is flush or set back)



**HPO Zoned (Historic Properties) Requirements**

- Attached garage required to be a minimum of 10 feet behind Living Area
- Maximum garage width of 50% of home width
- Covered porch required

City Plan Division 625 52 <sup>nd</sup> Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission  <b>FACT SHEET</b>	February 10, 2011	Item <b>5</b>
--	---	-------------------	---------------

**To Repeal and Recreate Subsection 4.06 A.17 of the Zoning Ordinance for the City of Kenosha regarding residential conditional uses to expressly authorize inspections as a point of verification for allowing non-conforming use as a conditional use . PUBLIC HEARING**

**LOCATION/SURROUNDINGS:**

**NOTIFICATIONS/PROCEDURES:**

The ordinance requires Common Council approval.

**ANALYSIS:**

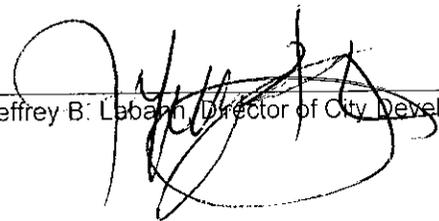
- The City previously adopted a Zoning Ordinance which would allow a Conditional Use Permit to be issued for non-conforming residential uses located within a residential district.
- This Ordinance will clarify that as a part of the City verification of the non-conforming use, that Staff has the ability to conduct interior and exterior inspections of the structure.

**RECOMMENDATION:**

A recommendation is made to approve the attached Ordinance.



Rich Schroeder, Assistant City Planner  
 /u2/acct/cp/ckays/1CPC/2011/Feb10/fact-zo-406-inspect.odt



Jeffrey B. Labahn, Director of City Development

**DRAFT 01.26.11**

**BY: ALDERPERSON ANTHONY NUDO**

**TO REPEAL AND RECREATE SUBSECTION 4.06 A. 17 OF THE ZONING ORDINANCE FOR THE CITY OF KENOSHA REGARDING RESIDENTIAL CONDITIONAL USES TO EXPRESSLY AUTHORIZE INSPECTIONS AS A POINT OF VERIFICATION FOR ALLOWING NONCONFORMING USE AS A CONDITIONAL USE**

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

**Section One:** Section 4.01 A. of the Zoning Ordinance for the City of

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

**A. RESIDENTIAL CONDITIONAL USES**

**17. Non-conforming Residential Uses**

- a. Verification by the applicant, in form and substance, including but not limited to, an inspection or inspections by City staff or agents on behalf of the City of the interior and/or exterior of any structure that is subject to an application under this subsection, satisfactory to the reviewing authority of the prior existing residential use.
- b. Building Plan as required in Sections 4.05B. and 14.07 B. of the Zoning Ordinance.
- c. Site Plan as required in Sections 4.05 C. and 14.07 C. of the Zoning Ordinance.
- d. Drainage Plan as required in Sections 4.05D. and 14.07 E. of the Zoning Ordinance.
- e. Landscape Plan as required in Sections 4.05 E. and 14.07 F. of the Zoning Ordinance.
- f. Utility Plan as required in Sections 4.05 F. and 14.07 D. of the Zoning Ordinance.
- g. 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.
- h. One or more of plans identified hereinabove may be waived in the discretion of reviewing authority.

**Section Two:** This Ordinance shall become effective upon passage and

publication.

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor

Passed:

Published:

Drafted By:  
EDWARD R. ANTARAMIAN  
City Attorney

ZONING ORDINANCE NO. \_\_\_\_\_

BY: ALDERPERSON ANTHONY NUDO

TO REPEAL AND RECREATE SUBSECTION 4.06 A. 17 OF THE ZONING ORDINANCE FOR THE CITY OF KENOSHA REGARDING RESIDENTIAL CONDITIONAL USES TO EXPRESSLY AUTHORIZE INSPECTIONS AS A POINT OF VERIFICATION FOR ALLOWING NONCONFORMING USE AS A CONDITIONAL USE

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

**Section One:** Section 4.01 A. of the Zoning Ordinance for the City of

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

**A. RESIDENTIAL CONDITIONAL USES**

**17. Non-conforming Residential Uses**

- a. Verification by the applicant, in form and substance, including but not limited to, an inspection or inspections by City staff or agents on behalf of the City of the interior and/or exterior of any structure that is subject to an application under this subsection, satisfactory to the reviewing authority of the prior existing residential use.
- b. Building Plan as required in Sections 4.05B. and 14.07 B. of the Zoning Ordinance.
- c. Site Plan as required in Sections 4.05 C. and 14.07 C. of the Zoning Ordinance.
- d. Drainage Plan as required in Sections 4.05D. and 14.07 E. of the Zoning Ordinance.
- e. Landscape Plan as required in Sections 4.05 E. and 14.07 F. of the Zoning Ordinance.
- f. Utility Plan as required in Sections 4.05 F. and 14.07 D. of the Zoning Ordinance.
- g. 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.
- h. One or more of plans identified hereinabove may be waived in the discretion of reviewing authority.

**Section Two:** This Ordinance shall become effective upon passage and

publication.

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor

Passed:

Published:

Drafted By:  
EDWARD R. ANTARAMIAN  
City Attorney

**RESOLUTION NO. \_\_\_\_\_**

**BY: COMMITTEE ON FINANCE**

**TO ESTALISH GUIDELINES/STANDARDS OF REVIEW  
AND TO APPROVE AND ADOPT AN APPLICATION FOR  
ANIMAL SPECIAL REVENUE FUND GRANT**

**WHEREAS,** the City of Kenosha, Wisconsin, pursuant to Section 14.01B.6 of the Code of General Ordinances, maintains a special revenue fund to further the purposes of Chapter 14 and support the City of Kenosha Police Department canine units(s); and,

**WHEREAS,** the granting of dollars from the special revenue fund to residents of the City of Kenosha to promote the purposes of Chapter 14 is encouraged; and,

**WHEREAS,** to date, there is no process in place whereby residents of the City of Kenosha can petition the City for an animal special revenue fund grant to further the purposes of Chapter 14; and,

**WHEREAS,** the Finance Committee for the City of Kenosha has developed guidelines/standards of review and an application for an animal special revenue fund grant for use by the citizens of the City of Kenosha, attached hereto and incorporated herein.

**NOW, THEREFORE, BE IT RESOLVED,** by the Common Council of the City of Kenosha, that the guidelines/standards of review and application for animal special revenue fund grant be adopted for use by the Finance Committee for the City of Kenosha.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor                      Date: \_\_\_\_\_

Drafted By:  
MATTHEW A. KNIGHT  
Deputy City Attorney

**CITY OF KENOSHA**

**APPLICATION FOR ANIMAL SPECIAL REVENUE FUND GRANT**

The City of Kenosha has created a Special Revenue Fund to be used to further the purpose of Chapter 14 of the Code of General Ordinances. The Animal Special Revenue Fund Grant recognizes that benefits accrue to the City when the purposes of Chapter 14 of the General Code are promoted by residents of the City of Kenosha.

An applicant must be a resident of the City of Kenosha to be eligible. All funds received must be used to promote the purposes of Chapter 14 of the General Code of Ordinances within the City of Kenosha.

- 1. **The named**     Individual                       Partnership                       Limited Liability Company  
                          Corporation                       Non-Profit Organization         Other: \_\_\_\_\_

- 2. **Name: (title)** \_\_\_\_\_  
**Business Name** \_\_\_\_\_  
**Address** \_\_\_\_\_  
**Phone Number** \_\_\_\_\_

- 3. **Amount Requested:** \_\_\_\_\_

- 4. **Purpose.** How will the grant be used to further the purpose of Chapter 14 of the General Code?  
(Please attach a detailed statement outlining the proposed use of this grant).

**READ BEFORE SIGNING:**

Under penalty provided by law, the applicant states that the information submitted has been truthfully provided the best of the knowledge of the signer and agrees to submit any additional documentation requested by the City as a condition of processing this application. Grants are discretionary and do not create a right of action to applicant against the City. Applications will be approved, approved in part or denied. City shall consider applicant, purpose, intended use, amount requested and special revenue fund balance in assessing an application.

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public, Kenosha County, WI.  
My Commission expires \_\_\_\_\_

\_\_\_\_\_  
Name (title)

**I hereby declare that the above applicant has submitted a proposal which will further the purpose of Chapter 14 of the General Code and is therefore eligible for an Animal Special Revenue Fund Grant in the amount of \$\_\_\_\_\_.**

Approval Date: \_\_\_\_\_

By: \_\_\_\_\_  
Finance Committee

## **ANIMAL SPECIAL REVENUE FUND GUIDELINES**

In determining whether an animal special revenue fund grant should be approved, approved in part or disapproved, the Finance Committee shall consider the following factors giving to each whatever weight is appropriate in the particular factual circumstances:

1. The animal special revenue fund balance.
2. The applicant.
3. The amount requested
4. The purpose of the granting
5. Written documentation submitted in support of the grant.
6. Whether the grant will be used prospectively or whether it is a reimbursement for funds expended.
7. Community impact.
8. Any other facts which reasonably relate to the furthering the purpose of Chapter 14 of the Code of General Ordinances.

**RESOLUTION NO. \_\_\_\_\_**

**BY: COMMITTEE ON PUBLIC WORKS**

**TO ORDER THE COST OF PUBLIC SIDEWALK AND/OR DRIVEWAY APPROACH CONSTRUCTION AND/OR REPLACEMENT TO BE SPECIALLY ASSESSED TO ABUTTING PROPERTY**

**WHEREAS,** on the **21<sup>st</sup> day of March, 2011,** the Common Council of the City of Kenosha, Wisconsin, held a properly noticed Public Hearing and heard all persons wishing to be heard regarding public sidewalk and/or driveway approach construction, and/or replacement, at the cost of owners of parcels of property listed in a report on file in the Office of the Department of Public Works for the City of Kenosha, Wisconsin, which abut the following Streets:

39<sup>th</sup> Avenue - 67<sup>th</sup> Street to 75<sup>th</sup> Street

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Kenosha, Wisconsin, that pursuant to the authority of Section 5.05 of the Code of General Ordinances, and Section 66.0627, Wisconsin Statutes:

1. The owner of each parcel described on file may have the sidewalk and driveway approach abutting said parcel constructed, repaired or replaced ("Work") upon obtaining a proper permit under Chapter 5 of the Code of General Ordinances. A permit must be obtained prior to construction and issuance will be dependent on cold weather.

2. If the owner fails to complete such Work within the time specified, the Common Council shall cause the Work to be done at the expense of the property owner by contract let to the lowest responsible bidder, and the Work will be paid for by assessing

the cost of the Work to the benefited property. Invoices for said Work will be sent out on or about the 1<sup>st</sup> of November. If the cost of Work is under One Hundred (\$100.00) Dollars, it shall be paid in its entirety within thirty (30) days of receipt of invoice. If the cost of Work is over One Hundred (\$100.00) Dollars, it may be paid in its entirety within thirty (30) days of receipt of invoice, and if not so paid, placed on the tax roll for a period of three (3) years at an interest rate of seven and one-half (7.5%) per annum. If not paid within the period fixed, such a delinquent special charge shall become a lien as provided in Section 66.0703(13), Wisconsin Statutes, as of the date of such delinquency, and shall automatically be extended upon the current or next tax roll as a delinquent tax against the property and all proceedings in relation to the collection, return and sale of property for delinquent real estate taxes shall apply to such special charge.

3. The Director of Public Works shall serve a copy of this Resolution on each property owner by publishing the same in the official newspaper, together with a mailing by first class mail to the owner, if their post office address is known or can be ascertained with reasonable diligence.

Adopted this 21<sup>st</sup> day of March, 2011.

APPROVED:

\_\_\_\_\_  
KEITH G. BOSMAN, MAYOR

ATTEST:

\_\_\_\_\_  
DEBRA L. SALAS, DEPUTY CITY CLERK

		ASSESSED		TOTAL
		S.F./LN.		ASSESSMENT
PARCEL NUMBER	LOT	82.500		
01-122-01-330-003-0				
		ADDITIONAL	82.50 @ \$ .00 =	\$ .00
PROPERTY ADDRESS		NUMBER OF SQUARES		
EDWARD B VANDERHOOF		82.5 SF DRV APP DONE AT CITY COST		
6711 039 AV				

MAIL TO ADDRESS	LEGAL DESCRIPTION
EDWARD B VANDERHOOF	N 8 FT OF LOT 299 & ALL OF
6711 39TH AVE	LOT 300 HIGHLAND VIEW SUB
KENOSHA, WI 53142	PT OF SW 1/4 SEC 1 T1 R22
	ALSO PT OF W 1/2 VAC ALLEY
	RES #189-98 DOC#1125887 1999
	DOC#1191433
	DOC#1245666
	DOC#1401544
	DOC#1563675 DEED IN ERROR
	DOC#1571946 &1571947 CORRECTION IN
	DOC#1572806 CORRECTION
	DOC#1573888

-----

PARCEL NUMBER	LOT	97.500		
01-122-01-330-004-0				
		ADDITIONAL	97.50 @ \$ .00 =	\$ .00
PROPERTY ADDRESS		NUMBER OF SQUARES		
SCOTT & AMBER FULLER		97.5 SF DRV APP DONE AT CITY COST		
6715 039 AV				

MAIL TO ADDRESS	LEGAL DESCRIPTION
SCOTT & AMBER FULLER	S 40 FT OF LOT 299 HIGHLAND
6715 39TH AVE	VIEW SUB BEING PT OF SW 1/4
KENOSHA, WI 53142-7125	SEC 1 T1 R 22 ALSO PT W 1/2
	VAC ALLEY RES# 189-98 1999
	DOC#1125887
	DOC#1091073
	DOC#1319964

-----

ASSESSED TOTAL  
S.F./LN. ASSESSMENT

PARCEL NUMBER	LOT	75.000		
01-122-01-330-005-0				
		ADDITIONAL	75.00 @ \$0.00 =	\$0.00
PROPERTY ADDRESS		NUMBER OF SQUARES		
MASA INVESTMENTS LLC		75 SF DRV APP DONE AT CITY COST		
6719 039 AV				

MAIL TO ADDRESS	LEGAL DESCRIPTION
MASA INVESTMENTS LLC	LOT 298 HIGHLAND VIEW SUB
PO BOX 384	PT OF SW 1/4 SEC 1 T1 R22
RACINE, WI 53401	ALSO PT W 1/2 VAC ALLEY
	RES# 189-98 DOC#1125887 1999
	V 1363 P 453
	V 1423 P 696
	DOC #1168158
	DOC #1402046
	DOC #1439512
	DOC #1557707
	DOC #1571118

-----

PARCEL NUMBER	LOT	25.000	\$111.75
01-122-01-330-006-0			
		4" CONC R-R 25.00SF @ \$4.47 =	\$111.75
PROPERTY ADDRESS		NUMBER OF SQUARES 1	
RONALD F & FLORENCE M MILLER REVOC			
3818 068 ST			

MAIL TO ADDRESS	LEGAL DESCRIPTION
RONALD F & FLORENCE MILLER	LOT 297 HIGHLAND VIEW SUB
3818 68TH ST	PT OF SW 1/4 SEC 1 T1 R22
KENOSHA, WI 53142	ALSO PT W 1/2 VAC ALLEY
	RES# 189-98 DOC#1125887 1999
	DOC#1308010
	DOC#1405047
	DOC#1407526

-----

		ASSESSED	TOTAL
		S.F./LN.	ASSESSMENT
PARCEL NUMBER	LOT	190.000	\$111.75
01-122-01-330-014-0			
PROPERTY ADDRESS		4" CONC R-R 25.00SF @ \$4.47 =	\$111.75
F & A INVESTMENTS LLC		ADDITIONAL 165.00AR @ \$.00 =	\$.00
6707 039 AV		NUMBER OF SQUARES 1	
165 SF DRV APP DONE AT CITY COST			

MAIL TO ADDRESS	LEGAL DESCRIPTION
F & A INVESTMENTS LLC	LOT 301 HIGHLAND VIEW SUB
C/O MICHAEL A ENGEL D.P.M.	PT SW 1/4 SEC 1 T 1 R 22
KENOSHA, WI 53142-7125	ALSO PT W 1/2 VACATED ALLEY
	RES#189-98 DOC#1125887 1999
	ALSO THAT PT OF VAC 67TH ST
	ADJACENT TO THE N RES #106-10
	DOC#1623532
	(2011 LOT LINE ADJUSTMENT)
	V 1464 P988
	DOC #999637
	DOC#1372525

-----

PARCEL NUMBER	LOT	25.000	\$125.00
01-122-01-331-001-0			
PROPERTY ADDRESS		ADDITIONAL 25.00SF @ \$5.00 =	\$125.00
PRINCIPE DEVELOPMENT		NUMBER OF SQUARES 1	
142.5 SF DRV APP DONE AT CITY COST			
6801 039 AV			

MAIL TO ADDRESS	LEGAL DESCRIPTION
PRINCIPE DEVELOPMENT PTNRS	11981 SW 1/4 SEC 1 T 1 R 22
6803 39TH AVE	HIGHLAND VIEW SUB N 6 FT OF
KENOSHA, WI 53142-7127	LOT 295 & ALL OF LOT 296

-----

		ASSESSED	TOTAL
		S.F./LN.	ASSESSMENT
PARCEL NUMBER	LOT	225.000	\$1,005.75
01-122-01-331-002-0			
PROPERTY ADDRESS		4" CONC R-R 225.00SF @ \$4.47 = \$1005.75	
PRINCIPE DEVELOPMENT		NUMBER OF SQUARES 9	
6803 039 AV			
MAIL TO ADDRESS		LEGAL DESCRIPTION	
PRINCIPE DEVELOPMENT PTNRS		SW 1/4 SEC 1 T 1 R 22 HIGHLAND	
6803 39TH AVE		VIEW SUB S 30 1/2 FT OF N 36	
KENOSHA, WI 53142-7127		1/2 FT OF LOT 295	

-----

PARCEL NUMBER	LOT	275.000	\$1,229.25
01-122-01-331-003-0			
PROPERTY ADDRESS		4" CONC R-R 275.00SF @ \$4.47 = \$1229.25	
PRINCIPE DEVELOPMENT		NUMBER OF SQUARES 11	
6807 039 AV			
MAIL TO ADDRESS		LEGAL DESCRIPTION	
PRINCIPE DEVELOPMENT PTNRS		11980-1 SW 1/4 SEC 1 T 1 R 22	
6803 39TH AVE		HIGHLAND VIEW SUB S 11 1/2 FT	
KENOSHA, WI 53142-7127		OF LOT 295 & N 18 FT OF LOT	
		294	

-----

PARCEL NUMBER	LOT	275.000	\$1,229.25
01-122-01-331-004-0			
PROPERTY ADDRESS		4" CONC R-R 275.00SF @ \$4.47 = \$1229.25	
WM, TERRENCE & MICHAEL PRINCIPE		NUMBER OF SQUARES 11	
6811 039 AV			
MAIL TO ADDRESS		LEGAL DESCRIPTION	
PRINCIPE DEVELOPMENT PTNRS		SW 1/4 SEC 1 T 1 R 22 HIGHLAND	
6803 39TH AVE		VIEW SUB S 30 FT OF LOT 294	
KENOSHA, WI 53142-7127			

-----

		ASSESSED	TOTAL
		S.F./LN.	ASSESSMENT
PARCEL NUMBER	LOT	105.000	\$469.35
01-122-01-331-005-0			
PROPERTY ADDRESS		4" CONC R-R 105.00SF @ \$4.47 =	\$469.35
MICHAEL W & LOUISE T PRINCIPE		NUMBER OF SQUARES 4	
6815 039 AV			
MAIL TO ADDRESS		LEGAL DESCRIPTION	
MICHAEL W & LOUISE T PRINCIPE		LOT 293 HIGHLAND VIEW SUB	
6803 39TH AVE		PT OF SW 1/4 SEC 1 T1 R22	
KENOSHA, WI 53142-7127		DOC#1519213	

-----

PARCEL NUMBER	LOT	272.500	\$245.85
01-122-01-331-015-0			
PROPERTY ADDRESS		4" CONC R-R 55.00SF @ \$4.47 =	\$245.85
VINCE J & HEIDI L IAQUINTA		ADDITIONAL 217.50AR @ \$.00 =	\$.00
6829 039 AV		NUMBER OF SQUARES 2	
		217.5 SF DRV APP DONE AT CITY COST	
MAIL TO ADDRESS		LEGAL DESCRIPTION	
VINCE & HEIDI L IAQUINTA		LOT 290 & S 24 FT OF LOT 291	
6829 39TH AVE		HIGHLAND VIEW SUB PT W 1/2 SEC	
KENOSHA, WI 53142		1 T 1 R 22 EASEMENT OVER THE N	
		10 FT 1981 VOL 1086 P 483	
		DOC#1439775	
		DOC#1567593	

-----

		ASSESSED	TOTAL
		S.F./LN.	ASSESSMENT
PARCEL NUMBER	LOT	202.500	\$536.40
01-122-01-331-017-0			
PROPERTY ADDRESS		4" CONC R-R 120.00SF @ \$4.47 =	\$536.40
CHIAPPETTA REAL ESTATE LLC		ADDITIONAL 82.50AR @ \$.00 =	\$.00
6821 039 AV		NUMBER OF SQUARES 5	
		82.5 SF DRV APP DONE AT CITY COST	
MAIL TO ADDRESS		LEGAL DESCRIPTION	
CHIAPPETTA REAL ESTATE LLC		LOT 292 & THE N 24 FT OF LOT	
6821 39TH AVE		291 IN HIGHLAND VIEW SUB PT	
KENOSHA, WI 53142-7127		OF SW 1/4 SEC 1 T1 R22	
		(1999 COMB 01-122-01-331-006 & -01	
		DOC#1120556	
		DOC#1126157	

-----

PARCEL NUMBER	LOT	382.500	\$1,709.78
01-122-01-334-001-0			
PROPERTY ADDRESS		4" CONC R-R 382.50SF @ \$4.47 =	\$1709.78
MICHAEL O'NEAL		NUMBER OF SQUARES 15	
6901 039 AV			
MAIL TO ADDRESS		LEGAL DESCRIPTION	
MICHAEL O'NEAL		LOT 289 HIGHLAND VIEW SUB	
2427 53RD CT		PT OF SW 1/4 SEC 1 T1 R22	
KENOSHA, WI 53144		V 1389 P 563	
		DOC#1497165	
		DOC#1506557	

-----

		ASSESSED	TOTAL
		S.F./LN.	ASSESSMENT
PARCEL NUMBER	LOT	207.500	\$573.75
01-122-01-334-002-0			
PROPERTY ADDRESS		4" CONC R-R 75.00SF @ \$4.47 =	\$335.25
MICHAEL J & BETTY O'NEAL		6" CONC R-R 50.00SF @ \$4.77 =	\$238.50
6905 039 AV		ADDITIONAL 82.50AR @ \$.00 =	\$.00
		NUMBER OF SQUARES 5	
MAIL TO ADDRESS		LEGAL DESCRIPTION	
MICHAEL J & BETTY O'NEAL		LOT 288 HIGHLAND VIEW SUB	
2427 53RD CT		PT OF SW 1/4 SEC 1 T1 R22	
KENOSHA, WI 53144		DOC#1293619	

-----

PARCEL NUMBER	LOT	165.000	\$335.25
01-122-01-334-003-0			
PROPERTY ADDRESS		4" CONC R-R 75.00SF @ \$4.47 =	\$335.25
HAROLD WICKERSHAM TRUSTEE DATED 12		ADDITIONAL 90.00SF @ \$.00 =	\$.00
6911 039 AV		NUMBER OF SQUARES 3	
		90 SF DRV APP DONE AT CITY COST	
MAIL TO ADDRESS		LEGAL DESCRIPTION	
HAROLD WICKERSHAM		LOT 287 HIGHLAND VIEW SUB	
6911 39TH AVE		BEING PT OF SW 1/4 SEC 1 T 1 R	
KENOSHA, WI 53142-7129		22	
		DOC #979917	

-----

		ASSESSED	TOTAL	
		S.F./LN.	ASSESSMENT	
PARCEL NUMBER	LOT	82.500		
01-122-01-334-004-0				
		ADDITIONAL	82.50SF @ \$ .00 =	\$ .00
PROPERTY ADDRESS		NUMBER OF SQUARES		
RANDALL KOCH		82.5 SF DRV APP DONE AT CITY COST		
6915 039 AV				

MAIL TO ADDRESS	LEGAL DESCRIPTION
RANDALL KOCH	LOT 286 HIGHLAND VIEW SUB
6915 39TH AVE	PT OF SW 1/4 SEC 1 T1 R22
KENOSHA, WI 53142	DOC#1062939
	DOC#1118289
	DOC#1138938
	DOC#1259843
	DOC#1356759
	DOC#1396273
	DOC#1514568

-----

PARCEL NUMBER	LOT	132.500	\$223.50	
01-122-01-334-005-0				
		4" CONC R-R	50.00SF @ \$4.47 =	\$223.50
PROPERTY ADDRESS		ADDITIONAL	82.50AR @ \$ .00 =	\$ .00
ABIGATOR PROPERTIES LLC		NUMBER OF SQUARES 2		
6921 039 AV		82.5 SF DRV APP DONE AT CITY COST		

MAIL TO ADDRESS	LEGAL DESCRIPTION
ABIGATOR PROPERTIES LLC	LOT 285 HIGHLAND VIEW SUB
231 CATER LN	PT OF SW 1/4 SEC 1 T 1 R 22
LIBERTYVILLE, IL 60048	DOC #981523
	DOC#1099797
	DOC#1215495
	DOC#1285061
	DOC#1398221

-----

		ASSESSED	TOTAL
		S.F./LN.	ASSESSMENT
PARCEL NUMBER	LOT	450.000	\$2,011.50
01-122-01-334-006-0			
		4" CONC R-R 450.00SF @ \$4.47 = \$2011.50	
PROPERTY ADDRESS		NUMBER OF SQUARES 18	
ABRAHAM LANDA			
6923 039 AV			

MAIL TO ADDRESS	LEGAL DESCRIPTION
ABRAHAM LANDA	LOT 284 AND THE N 9 FT & THE E
5744 W IRVING PARK RD	22 FT OF LOT 283 HIGHLAND VIEW
CHICAGO, IL 60634	SUB PT OF SW 1/4 SEC 1 T 1 R 22
	SUJ TO EASEMENT OVER E 22 FT
	DOC #981526
	DOC#1099797
	DOC#1215496
	DOC#1292803
	DOC#1398220
	DOC#1523193

-----

PARCEL NUMBER	LOT	357.500	\$1,598.03
01-122-01-334-007-0			
		4" CONC R-R 357.50SF @ \$4.47 = \$1598.03	
PROPERTY ADDRESS		NUMBER OF SQUARES 14	
ROBERT C KARNES			
6929 039 AV			

MAIL TO ADDRESS	LEGAL DESCRIPTION
ROBERT C KARNES	SW 1/4 SEC 1 T 1 R 22 HIGHLAND
7309 PERSHING BLVD	VIEW SUB LOT 283 EXC N 9 FT &
KENOSHA, WI 53142-1907	E22 FT

-----

ASSESSED TOTAL  
S.F./LN. ASSESSMENT

PARCEL NUMBER	LOT	175.000	\$782.25
01-122-01-355-003-0			
PROPERTY ADDRESS		4" CONC R-R 175.00SF @ \$4.47 =	\$782.25
DAVID & TIEN GLAUB		NUMBER OF SQUARES 7	
7009 039 AV			

MAIL TO ADDRESS	LEGAL DESCRIPTION
DAVID & TIEN GLAUB	LOT 280 HIGHLAND VIEW SUB
7631 49TH AVE	PT SW 1/4 SEC 1 T 1 R 22
KENOSHA, WI 53142	DOC#1454504

-----

PARCEL NUMBER	LOT	20.000	\$89.40
01-122-01-355-004-0			
PROPERTY ADDRESS		4" CONC R-R 20.00SF @ \$4.47 =	\$89.40
GLORIA A LLANAS		NUMBER OF SQUARES 1	
7015 039 AV			

MAIL TO ADDRESS	LEGAL DESCRIPTION
GLORIA A LLANAS	LOT 279 HIGHLAND VIEW SUB
7015 39TH AVE	BEING PT OF SW 1/4 SEC 1 T 1 R
KENOSHA, WI 53142-7132	22
	V 1421 P 925
	V 1600 P 141
	DOC1010937

-----

		ASSESSED	TOTAL
		S.F./LN.	ASSESSMENT
PARCEL NUMBER	LOT	295.000	\$931.35
01-122-01-355-005-0			
PROPERTY ADDRESS		4" CONC R-R 155.00SF @ \$4.47 =	\$692.85
MICHAEL M HOEY		6" CONC R-R 50.00SF @ \$4.77 =	\$238.50
7019 039 AV		ADDITIONAL 90.00AR @ \$.00 =	\$.00
		NUMBER OF SQUARES 8	
MAIL TO ADDRESS		LEGAL DESCRIPTION	
MICHAEL M HOEY		LOT 278 HIGHLAND VIEW SUB	
7019 39TH AVE		BEING PT OF SW 1/4 SEC 1 T 1 R	
KENOSHA, WI 53142-7132		22	

-----

PARCEL NUMBER	LOT	255.000	\$685.50
01-122-01-355-006-0			
PROPERTY ADDRESS		4" CONC R-R 100.00SF @ \$4.47 =	\$447.00
SECRET PLACE LLC		6" CONC R-R 50.00SF @ \$4.77 =	\$238.50
7025 039 AV		ADDITIONAL 105.00AR @ \$.00 =	\$.00
		NUMBER OF SQUARES 6	
MAIL TO ADDRESS		LEGAL DESCRIPTION	
SECRET PLACE LLC		LOT 277 HIGHLAND VIEW SUB	
5508 2ND AVE UNIT 1B		PT OF SW 1/4 SEC 1 T1 R22	
KENOSHA, WI 53140		DOC#1520919	
		DOC#1536407	
		DOC#1582155	
		DOC#1615598	
		DOC#1615599	
		DOC#1622237	

-----

		ASSESSED	TOTAL
		S.F./LN.	ASSESSMENT
PARCEL NUMBER	LOT	25.000	\$111.75
01-122-01-355-007-0			
PROPERTY ADDRESS		4" CONC R-R 25.00SF @ \$4.47 =	\$111.75
BRETT E MUTCHLER		NUMBER OF SQUARES 1	
7029 039 AV			

MAIL TO ADDRESS	LEGAL DESCRIPTION
BRETT E MUTCHLER	LOT 276 HIGHLAND VIEW SUB
7029 39TH AVE	PT OF SW 1/4 SEC 1 T1 R22
KENOSHA, WI 53142	V 1444 P 903
	V 1452 P 926
	DOC#1187879
	DOC#1281899

-----

		ASSESSED	TOTAL
		S.F./LN.	ASSESSMENT
PARCEL NUMBER	LOT	277.500	\$469.35
01-122-01-355-048-0			
PROPERTY ADDRESS		4" CONC R-R 105.00SF @ \$4.47 =	\$469.35
R STEPHEN WILLDING DDS & LINDA B W		ADDITIONAL 172.50AR @ \$0.00 =	\$0.00
7003 039 AV		NUMBER OF SQUARES 4	
		172.5 SF DRV APP DONE AT CITY COST	

MAIL TO ADDRESS	LEGAL DESCRIPTION
R STEPHEN & LINDA B WILLDING	LOT 281 & 282 HIGHLAND VIEW
7003 39TH AVE	SUB PT NW 1/4 SEC 1 T 1 R 22
KENOSHA, WI 53142-7132	(1991 PT 01-122-01-355-001 & -002)
	V 1381 P 200
	DOC #1247445

-----

		ASSESSED	TOTAL
		S.F./LN.	ASSESSMENT
PARCEL NUMBER	LOT	130.000	\$581.10
01-122-01-356-001-0			
		4" CONC R-R 130.00SF @ \$4.47 =	\$581.10
		NUMBER OF SQUARES 5	
PROPERTY ADDRESS			
ROBERT J GLAZAUSKIS			
7101 039 AV			

MAIL TO ADDRESS	LEGAL DESCRIPTION
ROBERT J GLAZAUSKIS	LOT 275 HIGHLAND VIEW SUB
7101 39TH AVE	BEING PT OF SW 1/4 SEC 1 T 1 R
KENOSHA, WI 53142-7134	22
	DOC1016545
	DOC#1286858

-----

PARCEL NUMBER	LOT	80.000	\$357.60
01-122-01-356-002-0			
		4" CONC R-R 80.00SF @ \$4.47 =	\$357.60
		NUMBER OF SQUARES 3	
PROPERTY ADDRESS			
LORI GAEDE			
7105 039 AV			

MAIL TO ADDRESS	LEGAL DESCRIPTION
LORI GAEDE	LOT 274 HIGHLAND VIEW SUB
7105 39TH AVE	PT OF SW 1/4 SEC 1 T1 R22
KENOSHA, WI 53142-7134	V 1433 P 19
	DOC#1622782

-----

ASSESSED TOTAL  
S.F./LN. ASSESSMENT

PARCEL NUMBER LOT 55.000 \$245.85  
01-122-01-356-003-0  
4" CONC R-R 55.00SF @ \$4.47 = \$245.85  
PROPERTY ADDRESS NUMBER OF SQUARES 2  
RICHARD L & MARY P CROSS TRUSTEES  
7109 039 AV

MAIL TO ADDRESS LEGAL DESCRIPTION  
RICHARD L & MARY P CROSS LOT 273 HIGHLAND VIEW SUB  
7212 38TH AVE PT OF SW 1/4 SEC 1 T 1 R22  
KENOSHA, WI 53142 V 1573 P 196  
DOC#1111891

-----

PARCEL NUMBER LOT 130.000 \$581.10  
01-122-01-356-004-0  
4" CONC R-R 130.00SF @ \$4.47 = \$581.10  
PROPERTY ADDRESS NUMBER OF SQUARES 5  
ULISES LOPEZ  
7113 039 AV

MAIL TO ADDRESS LEGAL DESCRIPTION  
ULISES LOPEZ LOT 272 HIGHLAND VIEW SUB  
7113 39TH AVE PT OF SW 1/4 SEC 1 T1 R22  
KENOSHA, WI 53142-7134 DOC#1079280  
DOC#1232120  
DOC#1314074  
DOC#1468530  
DOC#1488774

-----

		ASSESSED	TOTAL
		S.F./LN.	ASSESSMENT
PARCEL NUMBER	LOT	100.000	\$111.75
01-122-01-356-005-0			
PROPERTY ADDRESS		4" CONC R-R 25.00SF @ \$4.47 =	\$111.75
ANTON T GEORGE		ADDITIONAL 75.00AR @ \$.00 =	\$.00
7203 039 AV		NUMBER OF SQUARES 1	
		75 SF DRV APP DONE AT CITY COST	

MAIL TO ADDRESS	LEGAL DESCRIPTION
ANTON T GEORGE	LOT 271 HIGHLAND VIEW SUB
7203 39TH AVE	BEING PT OF SW 1/4 SEC 1 T 1 R
KENOSHA, WI 53142-1915	22

-----

PARCEL NUMBER	LOT	82.500	
01-122-01-356-006-0			
PROPERTY ADDRESS		ADDITIONAL 82.50SF @ \$.00 =	\$.00
DALE G & JOAN E WESTERMEYER		NUMBER OF SQUARES	
7207 039 AV		82.5 SF DRV APP DONE AT CITY COST	

MAIL TO ADDRESS	LEGAL DESCRIPTION
DALE G & JOAN E WESTERMEYER	LOT 270 HIGHLAND VIEW SUB
7207 39TH AVE	BEING PT OF SW 1/4 SEC 1 T 1 R
KENOSHA, WI 53142-1915	22

-----

		ASSESSED	TOTAL
		S.F./LN.	ASSESSMENT
PARCEL NUMBER	LOT	190.000	\$447.00
01-122-01-356-007-0			
		4" CONC R-R 100.00SF @ \$4.47 =	\$447.00
PROPERTY ADDRESS		ADDITIONAL 90.00AR @ \$1.00 =	\$1.00
GABRIEL V SCHIAVI & JOY L OSEMAN		NUMBER OF SQUARES 4	
7209 039 AV		90 SF DRV APP DONE AT CITY COST	

MAIL TO ADDRESS	LEGAL DESCRIPTION
GABRIEL V SCHIAVI	LOT 269 HIGHLAND VIEW SUB
JOY L OSEMAN	PT OF SW 1/4 SEC 1 T1 R22
KENOSHA, WI 53142	V 1437 P 93
	V 1457 P 344
	V 1507 P 313
	V 1572 P 940
	DOC#1116139

-----

PARCEL NUMBER	LOT	50.000	\$223.50
01-122-01-360-001-0			
		4" CONC R-R 50.00SF @ \$4.47 =	\$223.50
PROPERTY ADDRESS		NUMBER OF SQUARES 2	
JAMES & JACQUELINE PULERA			
7301 039 AV			

MAIL TO ADDRESS	LEGAL DESCRIPTION
JAMES & JACQUELINE PULERA	LOT 267 HIGHLAND VIEW SUB BEING
7305 39TH AVE	PT OF SW 1/4 SEC 1 T1 R22 ALSO
KENOSHA, WI 53142-1917	PT OF W 1/2 VACATED ALLEY RES#
	15-97 DOC#1048588 (1998 LOT LINE
	ADJUSTMENT)

-----

		ASSESSED	TOTAL
		S.F./LN.	ASSESSMENT
PARCEL NUMBER	LOT	50.000	\$223.50
01-122-01-360-002-0			
PROPERTY ADDRESS		4" CONC R-R 50.00SF @ \$4.47 =	\$223.50
JAMES D & JACQUELINE A PULERA		NUMBER OF SQUARES 2	
7305 039 AV			

MAIL TO ADDRESS	LEGAL DESCRIPTION
JAMES D & JACQUELINE A PULERA	LOT 266 HIGHLAND VIEW SUB PT
7305 39TH AVE	OF SW 1/4 SEC 1 T1 R22 ALSO
KENOSHA, WI 53142-1917	PT OF W 1/2 VACATED ALLEY
	RES# 15-97 DOC #1048588
	(1998 LOT LINE ADJUSTMENT)

-----

PARCEL NUMBER	LOT	222.500	\$558.75
01-122-01-360-003-0			
PROPERTY ADDRESS		4" CONC R-R 125.00SF @ \$4.47 =	\$558.75
JOEL T & BARBARA J EWINGS		ADDITIONAL 97.50AR @ \$.00 =	\$.00
7309 039 AV		NUMBER OF SQUARES 5	
		97.5 SF DRV APP DONE AT CITY COST	

MAIL TO ADDRESS	LEGAL DESCRIPTION
JOEL T & BARBARA J EWINGS	LOT 265 HIGHLAND VIEW SUB PT
5301 47TH AVE	OF SW 1/4 SEC 1 T1 R22 ALSO
KENOSHA, WI 53144	PT OF W 1/2 VACATED ALLEY
	RES#15-97 DOC#1048588
	(1998 LOT LINE ADJUSTMENT)
	V 1571 P 471
	DOC#1105377
	DOC#1347279
	DOC#1397530

-----

ASSESSED TOTAL  
S.F./LN. ASSESSMENT

PARCEL NUMBER	LOT	207.500	\$566.25
01-122-01-360-004-0			
PROPERTY ADDRESS		4" CONC R-R 100.00SF @ \$4.47 = \$447.00	
BRENDA J BEDNAR		6" CONC R-R 25.00SF @ \$4.77 = \$119.25	
7313 039 AV		ADDITIONAL 82.50AR @ \$.00 = \$.00	
		NUMBER OF SQUARES 5	

MAIL TO ADDRESS	LEGAL DESCRIPTION
BRENDA J BEDNAR	LOT 264 HIGHLAND VIEW SUB PT
7313 39TH AVE	OF SW 1/4 SEC 1 T1 R22 ALSO
KENOSHA, WI 53142	PT OF W 1/2 VACATED ALLEY
	RES# 15-97 DOC# 1048588
	(1998 LOT LINE ADJUSTMENT)
	DOC#1006376
	DOC#1101577
	DOC#1185393

-----

PARCEL NUMBER	LOT	162.500	\$374.10
01-122-01-360-005-0			
PROPERTY ADDRESS		4" CONC R-R 25.00SF @ \$4.47 = \$111.75	
SCOTT D & ANGELA L OLSON		6" CONC R-R 55.00SF @ \$4.77 = \$262.35	
7317 039 AV		ADDITIONAL 82.50AR @ \$.00 = \$.00	
		NUMBER OF SQUARES 3	

MAIL TO ADDRESS	LEGAL DESCRIPTION
SCOTT D & ANGELA L OLSON	LOT 263 HIGHLAND VIEW SUB PT
7317 39TH AVE	OF SW 1/4 SEC 1 T1 R22 ALSO
KENOSHA, WI 53142	PT OF W 1/2 VACATED ALLEY
	RES# 15-97 DOC# 1048588
	(1998 LOT LINE ADJUSTMENT)
	V 1515 P 683
	V 1536 P 530
	DOC #1213052

-----

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
01-122-01-360-006-0		107.500	\$111.75
		4" CONC R-R 25.00SF @ \$4.47 =	\$111.75
PROPERTY ADDRESS		ADDITIONAL 82.50SF @ \$.00 =	\$.00
ZITRO HOLDINGS LLC		NUMBER OF SQUARES 1	
7321 039 AV		82.5 SF DRV APP DONE AT CITY COST	

MAIL TO ADDRESS	LEGAL DESCRIPTION
ZITRO HOLDINGS LLC	LOT 262 HIGHLAND VIEW SUB PT
7321 39TH AVE	OF SW 1/4 SEC 1 T1 R22 ALSO
KENOSHA, WI 53142	PT OF W 1/2 VACATED ALLEY
	RES# 15-97 DOC# 1048588
	(1998 LOT LINE ADJUSTMENT)
	DOC#1066909
	DOC#1163729
	DOC#1498183
	DOC#1505717
	DOC#1524853
	DOC#1528510

-----

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
01-122-01-360-007-0		200.000	\$558.75
		4" CONC R-R 125.00SF @ \$4.47 =	\$558.75
PROPERTY ADDRESS		ADDITIONAL 75.00SF @ \$.00 =	\$.00
CAROL J SCHWARTZ		NUMBER OF SQUARES 5	
7325 039 AV		75 SF DRV APP DONE AT CITY COST	

MAIL TO ADDRESS	LEGAL DESCRIPTION
CAROL J SCHWARTZ	LOT 261 HIGHLAND VIEW SUB PT
7325 39TH AVE	OF SW 1/4 SEC 1 T1 R22 ALSO
KENOSHA, WI 53142-1917	PT OF W 1/2 VACATED ALLEY
	RES #15-07 DOC#1048588
	(1998 LOT LINE ADJUSTMENT)
	DOC #1035831

-----

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
01-122-01-360-018-0		175.000	\$782.25
PROPERTY ADDRESS		4" CONC R-R 175.00SF @ \$4.47 =	\$782.25
R & S WILLIE PROPERTIES LLC		NUMBER OF SQUARES 7	
3806 ROO RD			

MAIL TO ADDRESS	LEGAL DESCRIPTION
R & S WILLIE PROPERTIES LLC	PT SW 1/4 SEC 1 T 1 R 22 COM
3810 ROOSEVELT RD	NW COR ROOSEVELT RD & 38TH AVE
KENOSHA, WI 53142	TH S 54 DEG 20' W 57.8 FT TO
	BEG CONT S 54 DEG 20' W 141.48
	FT TH N 9.83 FT S 54 DEG 20' W
	100 FT TO E LN 39TH AVE TH N
	265.11 FT E 149.56 FT S 68.25
	FT S 35 DEG 40' E 80.84 FT TO
	POB 1981 V 1082 P 733
	DOC#1138083
	DOC#1152296
	DOC#1342515
	DOC#1543934
	DOC#1600280

-----

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
02-122-02-407-010-0		150.000	\$350.25
PROPERTY ADDRESS		4" CONC R-R 25.00SF @ \$4.47 =	\$111.75
FELICIA GUSSIS		6" CONC R-R 50.00SF @ \$4.77 =	\$238.50
7024 039 AV		ADDITIONAL 75.00AR @ \$.00 =	\$.00
		NUMBER OF SQUARES 3	

MAIL TO ADDRESS	LEGAL DESCRIPTION
FELICIA GUSSIS	LOT 3 EXC E 14 FT O'NEILLS
7024 39TH AVE	GRAND VIEW SUB PT SE 1/4
KENOSHA, WI 53142	SEC 2 T 1 R 22
	V 1636 P 524
	DOC#1159211
	DOC#1389319
	DOC#1558690

-----

		ASSESSED	TOTAL
		S.F./LN.	ASSESSMENT
PARCEL NUMBER	LOT	225.000	\$569.93
02-122-02-407-011-0			
PROPERTY ADDRESS		4" CONC R-R 127.50SF @ \$4.47 =	\$569.93
D SCOTT & JEANNE F AYLER		ADDITIONAL 97.50SF @ \$4.00 =	\$393.75
7018 039 AV		NUMBER OF SQUARES 5	
		97.5 SF DRV APP DONE AT CITY COST	

MAIL TO ADDRESS	LEGAL DESCRIPTION
D SCOTT & JEANNE F AYLER	13508 LOTS 1 & 2 EXCEPT THE E
7018 39TH AVE	14 FT O'NEILL'S GRAND VIEW SUB
KENOSHA, WI 53142-7131	PT OF SE 1/4 SEC 2 T 1 R 22
	V 1361 P 846
	DOC #997558

-----

PARCEL NUMBER	LOT	155.000	\$692.85
02-122-02-407-012-0			
PROPERTY ADDRESS		4" CONC R-R 155.00SF @ \$4.47 =	\$692.85
DONALD J & JOANNE KISIELEWSKI		NUMBER OF SQUARES 6	
7010 039 AV			

MAIL TO ADDRESS	LEGAL DESCRIPTION
DONALD J & JOANNE KISIELEWSKI	LOT 8 PERSHING BOULEVARD SUB
7010 39TH AVE	BEING PT OF SE 1/4 SEC 2 T 1 R
KENOSHA, WI 53142-7131	22

-----

ASSESSED TOTAL  
S.F./LN. ASSESSMENT

PARCEL NUMBER LOT 30.000 \$134.10  
02-122-02-407-013-0  
PROPERTY ADDRESS 4" CONC R-R 30.00SF @ \$4.47 = \$134.10  
SUSAN J BROWN NUMBER OF SQUARES 1  
7006 039 AV

MAIL TO ADDRESS LEGAL DESCRIPTION  
SUSAN J BROWN LOT 7 PERSHING BLVD SUB BEING  
7006 39TH AVE PT OF SE 1/4 SEC 2 T 1 R 22  
KENOSHA, WI 53142-7131 V 1405 P 661  
DOC#1639575

-----

PARCEL NUMBER LOT 30.000 \$134.10  
02-122-02-407-014-0  
PROPERTY ADDRESS 4" CONC R-R 30.00SF @ \$4.47 = \$134.10  
JAMES M & POLLY ANNA ARNOLD & CHAR NUMBER OF SQUARES 1  
7002 039 AV

MAIL TO ADDRESS LEGAL DESCRIPTION  
JAMES M & POLLY ANNA ARNOLD LOT 6 PERSHING BLVD SUB BEING  
7002 39TH AVE PT OF SE 1/4 SEC 2 T 1 R 22  
KENOSHA, WI 53142-7131 DOC#1019173  
DOC#1385105

-----

		ASSESSED	TOTAL
		S.F./LN.	ASSESSMENT
PARCEL NUMBER	LOT	190.000	\$918.20
02-122-02-409-001-0			
PROPERTY ADDRESS		4" CONC R-R 60.00SF @ \$4.47 =	\$268.20
BBM PROPERTIES LLC		ADDITIONAL 130.00AR @ \$5.00 =	\$650.00
6724 039 AV		NUMBER OF SQUARES 8	
		130 SF 8" SW	

MAIL TO ADDRESS	LEGAL DESCRIPTION
BBM PROPERITES LLC	PT SE 1/4 SEC 2 T 1 R 22 BEG AT
6814 39TH AVE	INTERSEC OF W LINE OF 39TH AVE
KENOSHA, WI 53142-7320	& S'LY LINE OF CNW RR R O W TH
	S'LY 216.42 FT W 319.54 FT TO
	S'LY LINE OF R O W NE'LY 386.02
	FT TO BEG
	V1662 P804
	DOC#1039575
	DOC#1295236

-----

PARCEL NUMBER	LOT	210.000	\$134.10
02-122-02-409-035-0			
PROPERTY ADDRESS		4" CONC R-R 30.00SF @ \$4.47 =	\$134.10
JOEL T & BARBARA J EWINGS		ADDITIONAL 180.00AR @ \$.00 =	\$.00
6900 039 AV		NUMBER OF SQUARES 1	
		180 SF DRV APP DONE AT CITY COST	

MAIL TO ADDRESS	LEGAL DESCRIPTION
JOEL T & BARBARA J EWINGS	13715-1A2B SE 1/4 SEC 2 T 1 R 22
5301 47TH AVE	COM 858 FT S & 47 FT W OF NE COR
KENOSHA, WI 53144	OF 1/4 SEC TH W 153.96 FT N 66 FT
	E 153.96 FT S 66 FT TO POB
	DOC#1162879
	DOC#1237494
	DOC#1281524

-----

		ASSESSED	TOTAL	
		S.F./LN.	ASSESSMENT	
PARCEL NUMBER	LOT	75.000		
02-122-02-409-036-0				
		ADDITIONAL	75.00SF @ \$ .00 =	\$ .00
PROPERTY ADDRESS		NUMBER OF SQUARES		
KATHERINE WERVE		75 SF DRV APP DONE AT CITY COST		
6828 039 AV				

MAIL TO ADDRESS	LEGAL DESCRIPTION
KATHERINE WERVE	13715-1A3-B PT OF SE 1/4 SEC 2
6828 39TH AVE	T 1 R 22 COM 531.07FT N OF N
KENOSHA, WI 53142-7126	LINE OF O'NEILL'S GRAND VIEW
	SUB & 47 FT W OF E OF 1/4 LINE
	TH W 153.96 FT N 66.42 FT E
	153.96 FT S 66.42 FT TO BEG
	V 1447 P 728

-----

PARCEL NUMBER	LOT	592.500		
02-122-02-409-037-0				
		ADDITIONAL	592.50SF @ \$ .00 =	\$ .00
PROPERTY ADDRESS		NUMBER OF SQUARES		
BBM PROPERTIES LLC		592.5 SF DRV APP DONE AT CITY COST		
6814 039 AV				

MAIL TO ADDRESS	LEGAL DESCRIPTION
BBM PROPERTIES LLC	SE 1/4 SEC 2 T 1 R 22 COM
6814 39TH AVE	597.49 FT N OF N LINE OF O
KENOSHA, WI 53142-7126	NEILL S GRAND VIEW SUB & 47 FT
	W OF E 1/4 LINE TH W 129 FT N
	200 FT E 129 FT S 200 FT TO PT
	OF BEG
	DOC #1151845
	DOC #1237496

-----

		ASSESSED	TOTAL	
		S.F./LN.	ASSESSMENT	
PARCEL NUMBER	LOT	367.500		
02-122-02-409-039-0				
		ADDITIONAL	367.50SF @ \$ .00 =	\$ .00
PROPERTY ADDRESS		NUMBER OF SQUARES		
EMILIO G INFUSINO ETAL		367.5 SF DRV APP DONE AT CITY COST		
6800 039 AV				

MAIL TO ADDRESS	LEGAL DESCRIPTION
-----------------	-------------------

-----

PARCEL NUMBER	LOT	195.000		
02-122-02-409-040-0				
		ADDITIONAL	195.00SF @ \$ .00 =	\$ .00
PROPERTY ADDRESS		NUMBER OF SQUARES		
PLANTATION HOUSE PROPERTIES		195 SF DRV APP DONE AT CITY COST		
6926 039 AV				

MAIL TO ADDRESS	LEGAL DESCRIPTION
PLANTATION HOUSE PROPERTIES	LOTS 1,2 & 3 PERSHING BLVD
413 MIDWAY ISLAND	SUB PT SE 1/4 SEC 2 T 1 R 22
CLEARWATER BEACH, FL 33767	ALSO ALL OF 20 FT VAC ALLEY AS
	IN RES #266-84 1985
	V 1373 P 801

-----

		ASSESSED	TOTAL	
		S.F./LN.	ASSESSMENT	
PARCEL NUMBER	LOT	382.500		
02-122-02-409-041-0				
		ADDITIONAL	382.50SF @ \$ .00 =	\$ .00
PROPERTY ADDRESS		NUMBER OF SQUARES		
BRIAN J & CONNIE MASSIE		382.5 SF DRV APP DONE AT CITY COST		
6930 039 AV				

MAIL TO ADDRESS	LEGAL DESCRIPTION
BRIAN J & CONNIE MASSIE	LOTS 4 & 5 PERSHING BOULEVARD
4040 18TH ST	SUB PT SE 1/4 SEC 2 T 1 R 22
KENOSHA, WI 53144	ALSO ALL OF 20 FT VAC ALLEY AS
	IN RES #266-84 1985
	DOC#1218306
	DOC#1385620

-----

PARCEL NUMBER	LOT	75.000		
02-122-02-476-006-0				
		ADDITIONAL	75.00SF @ \$ .00 =	\$ .00
PROPERTY ADDRESS		NUMBER OF SQUARES		
ST MARYS CONGREGATION		75 SF DRV APP DONE AT CITY COST		
7210 039 AV				

MAIL TO ADDRESS	LEGAL DESCRIPTION
ST MARYS CONGREGATION	LOT 11 EXCEPT THE E 14 FT &
7307 40TH AVE	ALSO E 1/2 OF ALLEY ADJOINING
KENOSHA, WI 53142	ON THE W O'NEILL'S GRAND VIEW
	SUB PT OF SE 1/4 SEC 2 T 1 R
	22
	DOC#1497976

-----

		ASSESSED	TOTAL
		S.F./LN.	ASSESSMENT
PARCEL NUMBER	LOT	107.500	\$111.75
02-122-02-476-007-0			
PROPERTY ADDRESS		4" CONC R-R 25.00SF @ \$4.47 =	\$111.75
ROGER GIBSON		ADDITIONAL 82.50AR @ \$.00 =	\$.00
7206 039 AV		NUMBER OF SQUARES 1	
		82.5 SF DRV APP DONE AT CITY COST	

MAIL TO ADDRESS	LEGAL DESCRIPTION
ROGER GIBSON	LOT 10 EXCEPT THE E 14 FT &
7206 39TH AVE	ALSO E 1/2 OF ALLEY ADJOINING
KENOSHA, WI 53142-1914	ON THE W O'NEILL'S GRAND VIEW
	SUB PT OF SE 1/4 SEC 2 T 1 R
	22
	VV 1458 P 804

-----

PARCEL NUMBER	LOT	1102.500	\$4,928.18
02-122-02-476-009-0			
PROPERTY ADDRESS		4" CONC R-R 999.00SF @ \$4.47 =	\$4465.53
TRINITY EVAN LUTHERAN CHURCH		ADDITIONAL 103.50AR @ \$4.47 =	\$462.65
7111 040 AV		NUMBER OF SQUARES 44	
		150 SF DRV APP DONE AT CITY COST	

MAIL TO ADDRESS	LEGAL DESCRIPTION
TRINITY EVAN LUTHERAN CHURCH	PT SE 1/4 SEC 2 T 1 R 22
7104 39TH AVE	O'NEILL GRAND VIEW SUB LOTS 5
KENOSHA, WI 53142-7133	THRU 8, LOTS 50 THRU 53 AND
	VAC N S ALLEY BETWEEN SD LOTS
	ALSO N 20 FT OF LOT 49 & W 1/2
	OF VAC ALLEY ALSO LOT 9 EXC E
	14 FT & ALSO E 1/2 OF ALLEY
	1992 COMBINATION
	(02-122-02-476-001 & 008)

-----

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
02-122-02-483-001-0		1998.000	\$8,931.06
		4" CONC R-R 999.00SF @ \$4.47 = \$4465.53	
PROPERTY ADDRESS		ADDITIONAL 999.00AR @ \$4.47 = \$4465.53	
ST MARYS CONGREGATION		NUMBER OF SQUARES 116	
7400 039 AV			

MAIL TO ADDRESS	LEGAL DESCRIPTION
ST MARYS CONGREGATION	TO 13551 INCL SEE BELOW (13519
7307 40TH AVE	TO 13531 INCL & 13539 TO 13551
KENOSHA, WI 53142-1923	INCL) LOTS 13 TO 25 INCL
	EXCEPT E 14 FT FOR STREET &
	ALSO LOTS 33 TO 45 INC & N & S
	VACATED ALLEY O'NEILL GRAND
	VIEW SUB PT O OF SE 1/4 SEC 2
	T 1 R 22

-----

PARCEL NUMBER	LOT	902.000	\$4,031.94
02-122-02-483-001-0			
		4" CONC R-R 902.00SF @ \$4.47 = \$4031.94	
PROPERTY ADDRESS		NUMBER OF SQUARES 44	
ST MARYS CONGREGATION			
7400 039 AV			

MAIL TO ADDRESS	LEGAL DESCRIPTION
ST MARYS CONGREGATION	TO 13551 INCL SEE BELOW (13519
7307 40TH AVE	TO 13531 INCL & 13539 TO 13551
KENOSHA, WI 53142-1923	INCL) LOTS 13 TO 25 INCL
	EXCEPT E 14 FT FOR STREET &
	ALSO LOTS 33 TO 45 INC & N & S
	VACATED ALLEY O'NEILL GRAND
	VIEW SUB PT O OF SE 1/4 SEC 2
	T 1 R 22

-----

STREET TOTAL	13,405.00	\$41,245.47
--------------	-----------	-------------

PAGE 28

GRAND TOTALS PARCELS 57 FOOTAGE	13,405.000	TOTAL COST	\$41,245.47
---------------------------------	------------	------------	-------------

PAGE 29

ORDINANCE NO. \_\_\_\_\_

BY: COMMITTEE ON PUBLIC  
SAFETY AND WELFARE

TO AMEND SECTION 7.125 OF THE CODE OF GENERAL ORDINANCES ENTITLED, "STREETS CONTROLLED BY YIELD SIGNS" BY RESCINDING THE YIELD SIGN ON 38th AVENUE AT ITS INTERSECTION WITH 68TH STREET AND TO AMEND SECTION 7.12 B OF THE CODE OF GENERAL ORDINANCES ENTITLED "STOP STREETS" TO INCLUDE A FOUR WAY STOP AT THE INTERSECTION OF 38TH AVENUE AND 68TH STREET. [DISTRICT 11]

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

**Section One:** Section 7.125 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is amended by deleting therein "**38<sup>th</sup> Avenue**" in Column A and "**68<sup>th</sup> Street**" in Column B.

**Section Two:** Section 7.12 B of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby amended by adding the following hereto:

**All vehicles shall stop before entering the intersections of:**

**38<sup>th</sup> Avenue and 68<sup>th</sup> Street**

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

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor                      Date: \_\_\_\_\_

Passed:

Published:

Drafted By:  
EDWARD R. ANTARAMIAN,  
City Attorney

**RESOLUTION NO. \_\_\_\_\_**

**BY: COMMITTEE ON PUBLIC  
SAFETY AND WELFARE**

**TO REMOVE THE EXISTING "NO PARKING,  
6 P.M. - 6 A.M.," RESTRICTION ON BOTH  
SIDES OF 23RD AVENUE FROM 31ST  
STREET TO 32ND STREET [DISTRICT 5]**

**BE IT RESOLVED** by the Common Council of the City of Kenosha, Wisconsin,  
that the existing "**NO PARKING, 6 P.M. - 6 A.M.**" restriction on both sides of 23<sup>rd</sup> Avenue from  
31<sup>st</sup> Street to 32<sup>nd</sup> Street is removed and rescinded.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor      Date: \_\_\_\_\_

Drafted By:  
EDWARD R. ANTARAMIAN,  
City Attorney

RESOLUTION NO. \_\_\_\_\_

BY: COMMITTEE ON PUBLIC  
SAFETY AND WELFARE

**TO REMOVE THE EXISTING "15 MINUTE PARKING, 8 A.M.  
- 5 P.M., APRIL 1<sup>ST</sup> – OCTOBER 31<sup>ST</sup>" RESTRICTION ON THE  
WEST SIDE 10<sup>TH</sup> AVENUE, 5100 BLOCK. [DISTRICT 2]**

**BE IT RESOLVED** by the Common Council of the City of Kenosha, Wisconsin,  
that the existing **"15 MINUTE PARKING, 8 A.M. - 5 P.M., APRIL 1ST – OCTOBER 31ST"**  
restriction on the West side of 10<sup>th</sup> Avenue, 5100 Block is removed and rescinded.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor                      Date: \_\_\_\_\_

Drafted By:  
EDWARD R. ANTARAMIAN,  
City Attorney

RESOLUTION NO. \_\_\_\_\_

BY: Finance Committee

To Amend the City of Kenosha Capital Improvement Program by Creating Line "TI11-001 "Department of Commerce Brownfield Project for the Former Chrysler Engine Plant". The Total Amount of the Project to TID #4 will be \$3,500,000 with the Funding Sources of \$1,000,000 from the Department of Commerce Grant; \$2,000,000 from the 2008 TID #4 CIP Project Line TI07-002 "Chrysler Project" for a Net Increase to TID #4 of \$500,000

WHEREAS, the City has been awarded a \$1,000,000 Department of Commerce Brownfield Grant for reimbursement of remediation and site clearance expenditures at the former Chrysler Engine Plant, as per the contract between the City and the Wisconsin Department of Commerce; and

WHEREAS, the contract requires that the City provide funding for the project; and

WHEREAS, the above amendment to the Capital Improvement Program has been approved by the Finance Committee on March 21, 2011;

NOW, THEREFORE BE IT RESOLVED, by the Common Council of the City of Kenosha, Wisconsin that the Capital Improvement Program be, and hereby is amended as follows:

<i>Line Item</i>	<i>Description</i>	<i>Authorization</i>	<i>Authorization Adjustment</i>	<i>Amended Authorization</i>
TI11-001	Dept. Commerce Brownfield Project-Chrysler Engine Plant (2011)	-0-	3,500,000	3,500,000
TI11-001	Dept. Commerce – Outside Funding (2011)	-0-	(1,000,000)	(1,000,000)
TI07-002	Chrysler Project (2008)	(2,000,000)	-0-	(2,000,000)

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2011

Approved:

\_\_\_\_\_  
KEITH G. BOSMAN, MAYOR

Attest:

\_\_\_\_\_  
MICHAEL HIGGINS, CITY CLERK-TREASURER

(CIPTI11-001.3.17.11/RES11)



ENGINEERING DIVISION  
MICHAEL M. LEMENS, P.E.  
DIRECTOR/CITY ENGINEER

STREET DIVISION  
JOHN H. PRIJIC  
SUPERINTENDENT

FLEET MAINTENANCE  
MAURO LENCI  
SUPERINTENDENT

WASTE DIVISION  
ROCKY BEDNAR  
SUPERINTENDENT

PARK DIVISION  
JEFF WARNOCK  
SUPERINTENDENT

C-3

**DEPARTMENT OF PUBLIC WORKS**  
**RONALD L. BURSEK, P.E., DIRECTOR**

MUNICIPAL BUILDING • 625 - 52ND ST. • RM. 305 • KENOSHA, WI 53140  
TELEPHONE (262) 653-4050 • FAX (262) 653-4056

March 10, 2011

To: Michael Orth, Chairman  
Park Commission

G. John Ruffolo, Chairman  
Public Works Committee

From: Ronald L. Bursek, P.E.   
Director of Public Works

Subject: *Professional Service Contract for Parkway Tree Removals*

**BACKGROUND INFORMATION**

The City of Kenosha Public Works – Park Division has received five proposals to complete the Parkway Tree Removal contract for 2011. Staff has reviewed the proposals and has chosen Droprite Tree & Landscape LLC based on their references, experience, and standard quoted rates.

The 2011 Adopted Capital Improvement Plan line item PK-93-004 has \$140,000 with \$80,000 targeted for Reforestation and \$60,000 targeted for Tree & Stump Removal. However after closer examination of the program and the increase of damaged trees due to severe weather over the last few years staff is recommending that more of the funds under Tree Reforestation be redirected to the Tree/Stump Removal.

Staff is anticipating that the 2011 Tree/Stump Removal contract will allow the Park Division to eliminate the backlog that has been generated over the past few years.

In addition, the City of Kenosha Public Works – Engineering Division has worked with staff to arrange the overlap of tree removals for various Public Works roadway projects be included under the Tree Removal contract on a per inch rate as identified in the 2011 proposal. The funding for the additional trees will be paid for out of the appropriate CIP line items.

**RECOMMENDATION**

Approve the Agreement between the City of Kenosha and Droprite Tree & Landscape LLC for \$97,695 to include their quote of \$84,995 with \$12,700 of contingency, authorize the Director to execute the contract and authorize the remaining funds under Tree Reforestation be used for Tree/Stump Removal. The funding for this work will be paid for out of CIP PK-93-004 Reforestation/Tree & Stump Removal.

**2011 CONTRACT TO REMOVE TREES**

**By And Between**

**THE CITY OF KENOSHA, WISCONSIN,  
A Municipal Corporation  
[Through Its Department of Public Works]**

**And**

**DROPRITE TREE & LANDSCAPE, LLC  
a Wisconsin Limited Liability Company**

**TOTAL CONTRACT AWARD NOT TO EXCEED \$97,695.00**

**CONTRACT AMOUNT: \$84,995.00**

**COMPENSATION FOR ADDITIONAL REMOVAL AS REQUIRED BY THE CITY OF KENOSHA:  
NOT TO EXCEED \$12,700.00**

**THIS AGREEMENT**, Made and entered into by and between the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, through its Department of Public Works, hereinafter referred to as the **"CITY"**, and **DROPRITE TREE & LANDSCAPE, LLC**, a Wisconsin limited liability company, located at 7709 12<sup>th</sup> Street, Somers, Wisconsin, 53171, hereinafter referred to as the **"CONTRACTOR"**.

**W I T N E S S E T H:**

**WHEREAS**, the **CONTRACTOR** has submitted to the **CITY** a written Proposal to remove trees according to the Specifications and Special Conditions contained in the Request for Proposal; and,

**WHEREAS**, the **CITY** has accepted the Proposal effective upon the **CONTRACTOR** entering into and abiding by the terms and conditions of this Contract; and,

**WHEREAS**, the parties understand that this Contract is not a public construction contract under Wisconsin Law.

**NOW, THEREFORE**, in consideration of the mutual undertakings, promises, agreements, understandings hereinafter set forth, and good and valuable consideration, the sufficiency of which is hereby acknowledged, the **CITY** and the **CONTRACTOR** agree as follows:

**1. DEFINITIONS.**

a. **"CONTRACT"** means this executed Contract to Remove Trees. The following documents comprise the complete Contract: Request for Proposal, Proposal, Executed Contract, Specifications and Special Conditions, Certificates of Insurance, Affidavit of Organization and Authority and Careful Inspection of Site and Preparation of Proposal, List of Subcontractors and Major Suppliers, Determination of City Representative in Charge of Project, Change Orders, Affidavit Respecting Construction Lien Waivers/Releases, Contract notices and such other documents as are referenced herein. Any of such documents which are not physically attached to this Contract are on file in the Department of Public Works and Park Division, and are incorporated into this Contract by reference.

- b. **“CONTRACTOR”** shall mean DROPRITE TREE & LANDSCAPE, LLC. and any subcontractors approved by the **CITY**.
  - c. **“FORESTER”** shall mean the Forester of the City of Kenosha within the Park Division, including designees.
  - d. **“OVERPAYMENT”** means any money the **CONTRACTOR** received which the **CONTRACTOR** was not entitled to receive under this Contract, including, but not limited to, excess payment made in error and payment for defective and/or rejected Work which was not redone or replaced and accepted by the **CITY**.
  - e. **“REMOVAL PROCESS”** means the systematic removal of the tree, commencing with the first cut or break by the **CONTRACTOR**, and including the trunk, stump, basal sprouts, brush, vines, weeds and debris removal within five feet (5') from outside of the trunk.
  - f. **“STUMPING”** means either removal of a stump or grinding of a stump, as appropriate.
  - g. **“WORK”** means any contractual endeavor undertaken by the **CONTRACTOR** or its approved subcontractors to fulfill the terms of this Contract, including, but not limited to, the providing of labor, service, materials, the oversight of approved subcontractors, and the disposal and dumping of materials and debris arising out of the endeavor.
  - h. **“WORKING DAY”** means a calendar day, excluding weekends and legal holidays.
2. **WORK TO BE PERFORMED BY THE CONTRACTOR.** The **CONTRACTOR**, for the sum of Eighty-Four Thousand, Nine Hundred Ninety-Five Dollars (\$84,995.00), will perform and complete, or will cause to be performed and completed, all Work in a good and workmanlike manner, and will do so in accordance with and subject to the provisions of this Contract. In addition, the **CONTRACTOR** will perform additional services as directed by the **CITY** and as otherwise authorized in the Proposal not to exceed an additional Twelve Thousand, Seven-Hundred Dollars (\$12,700.00). In the event of a conflict between the Request for Proposal, the Proposal and this Contract, the terms and conditions of this Contract shall control and supersede the other documents. The Work comprises the removing of the trees specified in Exhibit “A” in accordance with the Specifications and Special Conditions in Exhibit “B”, which Exhibits are attached hereto and incorporated herein by reference. The Specifications and Special Conditions will control and supersede an inconsistent provision in this Contract.
3. **COMMENCEMENT AND DILIGENT PROSECUTION OF THE WORK.** The **CONTRACTOR** will commence the work within five (5) working days following execution of this Contract and Notice to Proceed, and will prosecute the Work diligently until fully complete in accordance with this Contract. The **CONTRACTOR** shall complete the Work within the Contract Term.

The **CONTRACTOR** shall fully remove at least five (5) trees per week until this Contract is terminated. The **CONTRACTOR** shall complete the removal process with respect to each tree within five (5) working days of the start of the removal process.

The **CONTRACTOR**, in the event of a dispute respecting quantity or quality of the Work, shall not refuse to perform the Work and shall not delay the performance of the Work pending the resolution of said dispute.

The **CONTRACTOR** has the duty of requesting an extension of time to complete the Work from the **FORESTER**, in writing, prior to the time for Contract completion, where the progress of the Work was delayed, such that the Work will not be completed on time, and the **CONTRACTOR** was not responsible for such delay. Should the **FORESTER** grant an extension, the **CONTRACTOR** will not be liable for liquidated damages arising out of the delay. Should the **FORESTER** determine that the Work will not be

completed on schedule through normal methods and where no request for an extension has been requested, or if requested, such request was not justified, the **FORESTER** shall provide the **CONTRACTOR** with written notice requiring the **CONTRACTOR** to take such extraordinary measures as may be required to complete the Work on time, or as close to on time as possible. The failure of the **CONTRACTOR** to take such extraordinary measures shall be grounds for the **CITY** to suspend the Work by the **CONTRACTOR** and take such other measures as will assure completion of the Work within the Contract time, or if that is impossible, within a reasonable time. However, nothing contained herein shall prevent the **FORESTER** from stopping the **CONTRACTOR** from proceeding with the Work beyond the time set for the completion date where the completion date was not extended.

4. **CONTRACT TERM.** The term of this Contract shall be from the date of execution until each of the following:
  - a. Respecting the Work, until completion and acceptance, or December 31, 2011, whichever is earlier.
  - b. Respecting the warranty, until expiration of the warranty term.
  - c. Respecting the Indemnity and Hold Harmless Agreement and Liability Insurance, until claims filed, if any, are resolved, or expiration of the Statute of Limitations where no claims were filed.
5. **TERMINATION FOR CAUSE.** In the event either party should fail to fulfill in a timely manner its obligation under this Contract, the non-breaching party shall have the right to terminate this Contract by giving a ten (10) day written notice to the breaching party of such breach and specifying the date of the termination, if the breaching party has not timely rectified and remedied the purported breach to the satisfaction of the party that gave notice of the breach.

The **CONTRACTOR** shall perform no new or additional Work upon receipt of a notice of termination without the advance, written permission of the **FORESTER**, except as necessary to cure the default, but not beyond the ten (10) day period to cure.

6. **FORESTER'S DECISION FINAL.** Should any dispute arise at any time between the **CONTRACTOR** and the **CITY** as to the true meaning or requirements of this Contract, or as to the manner of execution of the Work, or as to the quality of the Work executed, or as to the quality or quantity of materials used, or as to the timely completion of the Work, the decision of the **FORESTER** shall be final and conclusive, until and unless set aside by a Court of law.

The **CONTRACTOR** agrees that should any decision of the **FORESTER** be challenged in Court, the Court may only set aside a decision of the **FORESTER** if it is wholly arbitrary and capricious and/or made in complete disregard of undisputed facts.

7. **METHODS, LABOR, EQUIPMENT, MATERIALS AND SUPPLIES.** The **CONTRACTOR** shall select such methods and equipment for the performance of all operations connected with the Work as will assure professional quality of the Work and a rate of progress which will assure the timely completion of the Work. The **CONTRACTOR** is responsible for furnishing all labor, equipment, material and supplies required to perform the Work.
8. **SUSPENSION OF WORK BY THE CITY.** The **FORESTER** shall have authority to suspend the Work where he/she believes that the **CONTRACTOR** is not performing the Work in accordance with this Contract. The **CONTRACTOR** shall have no right to additional compensation for delay or a right to an extension of time to complete the Work where the Work is suspended by the **FORESTER**.

9. **INJUNCTIONS.** Should a preliminary or temporary injunction suspend the Work for a period of time, the deadline for completion of the Work shall be extended by such time as the preliminary or temporary injunction was in effect. In the event a permanent injunction or Court order or judgment prohibits the Work, this Contract shall be null and void as of the date such injunction or Court order or judgment becomes final, although the **CONTRACTOR** shall be entitled to reasonable compensation for the Work performed to that date. In the event a permanent injunction, Court order or judgment reduces the scope of the Work, this Contract shall be deemed modified in accordance therewith and compensation of the **CONTRACTOR** shall be proportionately reduced to reflect the decrease in the scope of the Work.
10. **CHANGE ORDERS FOR ADDITIONAL WORK, ADJUSTMENT IN PRICE.** The **CONTRACTOR** does not have the discretion to refuse to comply with a Change Order to increase the scope of the Work identified in the **CITY** Request for Proposal. Increases in the scope of the Work shall result in a determination of the **CONTRACTOR'S** additional compensation based upon good faith negotiation, with the Contract as a guideline. Change Orders must be approved by the **FORESTER** on behalf of the **CITY**, and by the **CONTRACTOR**, and upon approval and execution, shall be considered a Contract amendment, to be kept on file in the **CITY** Department of Public Works and Park Division, and incorporated into this Contract by reference. Should the **CONTRACTOR** refuse to sign a Change Order under circumstances where there is no discretion to do so, said Change Order will be in full force and effect without said signature, provided the **FORESTER** attaches thereto a written report so indicating.
11. **WAIVER OF RIGHTS.** 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 of 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.
12. **SUBCONTRACTORS, MAJOR SUPPLIERS, AND DUMPING OR DISPOSAL SITES.** The **CONTRACTOR** will only use subcontractors, major suppliers and dumping or disposal sites, which are listed in this Contract. Any changes in subcontractors, major suppliers and dumping or disposal sites must be approved by the **FORESTER**. The **CONTRACTOR** is responsible for the Work of subcontractors and for delays in the Work occasioned thereby. The **CONTRACTOR** has a duty to remove and replace subcontractors whose involvement in the Work will result in a breach of this Contract.
13. **CONTROL AND PROTECTION OF WORK SITE.** The **CONTRACTOR** shall be responsible for the control and protection of the work site from commencement of the Work until the Work is completed.
14. **WARRANTY.** The **CONTRACTOR** will replace any Work which is defective or not in conformity with this Contract at no cost to the **CITY** for a period of one (1) year after final acceptance of the Work by the **CITY**.
15. **CITY COOPERATION.** The **CITY** will reasonably cooperate with the **CONTRACTOR** to facilitate the **CONTRACTOR'S** performance of the Work. The **CITY** will physically mark trees to be removed and notify the **CONTRACTOR** of the nature of the markings. The **CONTRACTOR** will provide reasonable notice to the **CITY** when the assistance thereof is requested. However, the **CITY** has no obligation to supervise or perform any part of the Work.

16. **GOVERNMENTAL PERMITS AND APPROVALS.** The **CONTRACTOR** is authorized to perform the work under this Contract without obtaining a separate permit from the **FORESTER** or a Street Obstruction Permit.
17. **LAWS, RULES AND REGULATIONS.** The **CONTRACTOR** shall comply with all Federal, State and local laws, rules and regulations applicable to the performance of this Contract and the Work. This Contract shall be deemed made in and construed under the laws of the State of Wisconsin.
18. **CONTRACTOR'S EMPLOYEES AND ON-SITE REPRESENTATIVES.** Although the **CONTRACTOR** performs the Work as an independent Contractor, the **FORESTER** shall have the right to request the **CONTRACTOR** to remove and replace any of the **CONTRACTOR'S** employees involved in the Work when said employee does not furnish quality workmanship or is uncooperative with or disrespectful to any **CITY** personnel associated with the Work. The **CONTRACTOR** will comply with any reasonable request.
- The **CONTRACTOR**, at all times when the Work is being performed, shall assign an employee or agent on the work site to be the person to whom the **FORESTER** may furnish instructions or orders, or make inquiries of at all times when the Work is being performed. The name of such employee or agent shall be submitted to the **FORESTER** in writing, upon commencement of the Work.
19. **SANITATION AND HEALTH.** The **CONTRACTOR** has the obligation of arranging for drinking water and sanitary conveniences for employees, subcontractors, suppliers, and agents thereof and for taking work site precautions as will deter the spread of infectious diseases. The **CONTRACTOR** shall not use materials in such manner as to pose a health hazard. The **CONTRACTOR** shall obey all lawful orders received from a County Health Department Sanitarian, or from any duly authorized employee of any Federal or State agency having jurisdiction over employee or public health, safety or welfare.
20. **INSPECTION.** The **CITY** has the right, at its cost and expense, to assign or retain inspectors to determine that the Work is performed in conformance with this Contract. Only the **FORESTER** can reject the Work. The use of inspectors by the **CITY** shall not relieve the **CONTRACTOR** of the duty of making its own inspections and of itself rejecting improper or defective Work, by its employees, subcontractors, suppliers and agents. The failure of a **CITY** inspector to notice or reject improper or defective Work shall not waive any rights of the **FORESTER** to have the **CONTRACTOR** take corrective action at the **CONTRACTOR'S** cost and expense to remedy such deficiencies or defects when discovered. The use of **CITY** inspectors shall not relieve the **CONTRACTOR** of its duty to maintain a safe workplace.
21. **WORKMANSHIP.** Workmanship shall conform to the best standard practice of a given trade in Southeastern Wisconsin. Equipment, procedures and materials used must be suitable to and compatible with the nature of the Work, the work site and prevailing year round weather conditions that affect the Work and the work site.
22. **UTILITIES.** The **CONTRACTOR** has the obligation of contacting Digger's Hotline to obtain utility locations, clearances, hookups, or cutoffs prior to any stump removal.
23. **CLEANUP.** The **CONTRACTOR** shall at all times keep all areas related to the Work, including all rights-of-way, easements, streets, highways, alleys and private or public property adjacent to the work site, in a clean and sanitary condition, free from any rubbish, debris, surplus or waste materials that have accumulated as a result of the Work.

Within two (2) hours after the completion of the Removal Process of a specified tree, the **CONTRACTOR** shall remove all surplus materials, tools, equipment or plants, leaving the work site and the sites of easements and areas related to the Work, unobstructed, clean and sanitary, ready for their intended use and in as safe a

condition as their nature will reasonably permit. Should the **CONTRACTOR** neglect any such duty, the **FORESTER** may cause any such Work to be performed at the **CONTRACTOR'S** cost and expense.

- 24. PAYMENT OF EMPLOYEES, SUBCONTRACTORS AND SUPPLIERS.** The **CONTRACTOR** shall promptly pay all employees, subcontractors and suppliers for all work, labor, services, supplies, or materials which they may directly or indirectly furnish in the fulfillment of this Contract and the **CONTRACTOR** shall secure, as soon as possible, a waiver of liens or the release of any and all liens which may attach as a result of the Work. The **CONTRACTOR**, as a condition of payment, shall execute an Affidavit Respecting Construction Lien Waivers/Releases and file such document with the **CITY** Director of Public Works.
- 25. LIQUIDATED DAMAGES FOR DELAYS IN CONTRACT COMPLETION.** In the event that the **CONTRACTOR** fails to fully and completely perform the Work within the Contract term, the **CONTRACTOR** shall pay to the **CITY** for such default the sum of One Hundred Dollars (\$100.00) per day, for each and every day's delay in the fulfillment of this Contract provision. This sum shall be considered and treated not as a penalty, but as fixed, agreed and liquidated damages due the **CITY** from the **CONTRACTOR**.
- 26. RIGHTS OF CITY UPON CONTRACTOR DEFAULT.** The **CONTRACTOR** recognizes the right of the **CITY** to suspend the Work, to order the revision of nonconforming Work, to re-let all or part of the Work, or to itself perform the Work as may be required to ensure the timely completion of the Work or to replace improper or defective Work, as determined necessary by the **FORESTER**. No provision of this Paragraph 26 may be construed to relieve the **CONTRACTOR** of its obligations under this Contract.
- 27. OVERPAYMENTS AND SETOFFS UNRELATED TO THE CONTRACT.** The **CONTRACTOR** will promptly, upon receipt of written demand from the **CITY** Director of Public Works, refund any overpayments received thereby. Should the **CONTRACTOR** not comply with said request within thirty (30) days of receipt of written notice, the **CONTRACTOR** shall pay the **CITY** interest for said amount at the rate of one and one-half percent (1.5%) per month on the unpaid balance, until paid in full. Should the **CONTRACTOR** owe the **CITY** any money which is lawfully due and payable on any account receivable or on any personal property tax, forfeiture or fee, whether or not related to the Work under this Contract, the **CONTRACTOR** authorizes the **CITY** to deduct said amount from any payment due the **CONTRACTOR** hereunder.
- 28. SAFETY PRECAUTIONS.** The **CONTRACTOR'S** Work shall conform to the most recent revision of the American National Standards Institute Standard Z-133.1 (Safety Requirements for Pruning, Trimming, Repairing, Maintaining, and Removing Trees and for Cutting Brush).
- The **CONTRACTOR**, during the performance of the Work, shall assume control of the work site and put up and properly maintain, at the **CONTRACTOR'S** cost and expense, adequate barriers, warning signs, lights and such other devices and take such measures as will make the work site as safe as the nature of the premises will reasonably permit to protect frequenters as well as persons using abutting private or public property, from any and all dangers associated with the Work, during both day and night hours. The **FORESTER** may order the **CONTRACTOR**, by a time or date, to take designated safety measures and the failure of the **CONTRACTOR** to promptly obey said order shall result in liquidated damages of Five Hundred Dollars (\$500.00) per day for each day said order is not complied with. The **CONTRACTOR** shall be fully responsible for making the work site as safe as its nature will reasonably permit and may not rely upon any inspections, instructions or orders of the **FORESTER** or the **CITY** inspectors or lack thereof, in this regard. The **CONTRACTOR** has an obligation to check warning and safety devices on a daily basis.
- 29. PAYMENT – ACCEPTANCE OF THE WORK.** Payment shall be made by the **CITY** on a monthly basis upon submission of an invoice for completed Work to the **CITY** Director of Public Works, within fifteen (15)

days after the **FORESTER** executed a document accepting the Work as being performed in accordance with this Contract, subject to the following:

a. The **CITY** may withhold payment if the **CONTRACTOR** is not in compliance with any order issued by the **FORESTER**. Payment will be reduced by the amount of any claim which the **CITY** may have against the **CONTRACTOR** for improper, defective, or rejected Work, liquidated damages due to delay in the schedule of time for the Work completion, or in taking safety precautions, by the amount of setoffs authorized by this Contract, or for any other primary liability of the **CONTRACTOR** for which the **CITY** could be secondarily liable, which secondary liability was not assumed by the **CITY** under this Contract.

b. Work shall not be accepted by the **FORESTER** until all employees, subcontractors and suppliers have been fully paid for all work, labor, services, supplies or materials provided thereby, and affidavits, lien waivers or releases have been procured and filed with the **CITY** Director of Public Works.

**30. INDEPENDENT CONTRACTORS, WORKERS AND UNEMPLOYMENT COMPENSATION.** The **CONTRACTOR** acknowledges that it is an independent contractor and that its employees and agents are not the employees of the **CITY** for purposes of Worker's and Unemployment Compensation or any other purpose. The **CONTRACTOR** shall be responsible for Worker's and Unemployment Compensation with respect to its employees.

**31. PROHIBITIONS AS TO ASSIGNMENT, SUBCONTRACTING AND JOINT VENTURES.** The **CONTRACTOR** may not assign this Contract, enter into a joint enterprise or sublet any Work without the express written approval of the **FORESTER**, and the **CITY** is not liable for any cost and expenses arising therefrom. Listed subcontractors, major suppliers, and dumping and disposal sites are excepted from this prohibition. An unlawful assignment, joint enterprise or subletting shall render this Contract voidable by the **FORESTER** as of the date thereof, and the **CITY** will not be obligated to pay to the **CONTRACTOR** any money for any Work performed by an unauthorized party. If this contract is voided, the **CONTRACTOR** will continue to be responsible for maintaining the safety of the work site until relieved of this obligation by the **FORESTER** or until another contractor takes possession of the work site. The **CONTRACTOR** will be responsible for any cost, loss, expense, attorney fees, or damages the **CITY** may incur in enforcing this provision.

**32. INDEMNITY AND HOLD HARMLESS AGREEMENT.** The **CONTRACTOR** agrees that it will defend, indemnify and hold harmless the **CITY** and its officers, agents, employees and representatives, from and against any and all liability, loss, charges, damages, claims, judgments, costs, expenses or attorney fees, which they may hereafter sustain, incur or be required to pay as a result of any action taken or not taken by the **CITY** or its officers, agents, employees or representatives to supervise or oversee the adequacy of safety precautions taken by the **CONTRACTOR** or as a result of the willful or negligent act or omission of the **CONTRACTOR** and its subcontractors, suppliers, assigns, employees, officers, agents or representatives, or resulting from the **CONTRACTOR'S** failure to perform or observe any of the terms, covenants and conditions of this Contract, should any person or party, as a result thereof, suffer or sustain personal injury, death or property loss or damage, or a violation of any other right protected by law.

**33. INSURANCE.** The **CONTRACTOR** prior to performing the Work and during the Contract term, shall carry the insurance policies in the following minimum limits, which shall be written and enforceable in accordance with the laws of the State of Wisconsin.

- o Commercial General Liability: General Aggregate – One Million (\$1,000,000.00) Dollars; each occurrence – One Million (\$1,000,000.00) Dollars.
- o Automobile Liability :
  - Bodily Injury per Person – One Million (\$1,000,000.00) Dollars;
  - Bodily Injury per Accident – One Million (\$1,000,000.00) Dollars;

- Property Damage – Two Hundred Thousand (\$200,000.00) Dollars; OR a combined single limit of One Million (\$1,000,000.00) Dollars.
- Worker’s Compensation: Statutory limits.

Said insurance coverage shall be verified by a Certificate of Insurance issued to the **CITY**, which shall provide that should any of the described policies be cancelled or terminated before the expiration date thereof, the issuing company will endeavor to mail thirty (30) days written notice to the **CITY**.

- 34. COOPERATION.** The **CONTRACTOR** shall permit **CITY** employees and representatives to have reasonable access to the work site at all times.
- 35. SEVERABILITY.** It is mutually agreed that in case any provision of this Contract is determined by a Court of law to be unconstitutional, illegal or unenforceable, then it is the intention of the parties that all other provisions of this Contract shall remain in full force and effect.
- 36. NONDISCRIMINATION.** In the performance of the Work under this Contract, the **CONTRACTOR** agrees not to discriminate against any employee or applicant for employment contrary to any Federal, State or local law, rule or regulation, because of race, religion, marital status, age, creed, color, sex, handicap, national origin or ancestry, sexual orientation, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, political beliefs, or student status. The Work is to be performed in accordance with the Federal Americans With Disabilities Act.
- 37. NO THIRD PARTY BENEFICIARIES.** This Contract is intended to be solely for the benefit of the parties hereto.
- 38. FULL AGREEMENT – MODIFICATION.** This Contract shall be the full and complete agreement and understanding of the parties and shall supersede all oral or written statements or documents, inconsistent herewith. This Contract can be modified, in writing, by the mutual agreement of the parties, said amendment to be attached and incorporated herein, it being expressly understood that the **CITY** Director of Public Works must approve any amendment of this Contract.
- 39. NOTICES.** Notices required by or relevant to this Contract shall be furnished by the **CONTRACTOR** to the **CITY** by personal service or by certified mail with return receipt, sent or delivered to the **FORESTER**, Director of Public Works and the City Clerk at the Municipal Building, 625 – 52<sup>nd</sup> Street, Kenosha, Wisconsin 53140, with a copy to the City Attorney at the foregoing address.

Notices required by or relevant to this Contract shall be furnished by the **CITY** to the **CONTRACTOR** by personal service or by certified mail with return receipt sent or delivered to:

Droprite Tree & Landscape, LLC  
 7709 12<sup>th</sup> Street  
 PO Box 163  
 Somers, Wisconsin 53171

- 40. EXECUTION AUTHORITY.** The **CITY** and the **CONTRACTOR** each certify that they have authority under their respective organizational structure and governing laws to execute this Contract.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Contract on the dates given below.

**CITY OF KENOSHA, WISCONSIN,  
A Municipal Corporation**

BY: \_\_\_\_\_  
RONALD BURSEK, Director,  
Department of Public Works  
Date: \_\_\_\_\_

BY: \_\_\_\_\_  
DIRK NELSON, City Forester  
Date: \_\_\_\_\_

STATE OF WISCONSIN)  
: SS.  
COUNTY OF KENOSHA)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, **RONALD BURSEK, Director of Public Works**, and **DIRK NELSON, City Forester**, of the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, to me known to be such Director of Public Works and City Forester of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said City, by its authority.

\_\_\_\_\_  
Notary Public, Kenosha County, WI.  
My Commission expires/is: \_\_\_\_\_



2011 Contract Removal List #1

EXHIBIT A

ADDRESS	STREET	SPECIES	Cost	Modifier	DBH	LOCATION	RPLCT	MARKED	NOTES
7308	10 AVENUE	NORWAY MAPLE			46		1		
7412	10 AVENUE	ASH			28		1		
7910	10 AVENUE	SILVER MAPLE			38		1		
7910	10 AVENUE	SILVER MAPLE			48		0		
6113	11 AVENUE	SUGAR MAPLE			34		1		
5026	14 AVENUE	ASH			44		1		LOW GROW REPLACEMENT
7314	14 AVENUE	BOXELDER			15	MIDDLE TREE ON 14TH AVE.			
8611	15 AVENUE	SILVER MAPLE			52		1		
4709	17 AVENUE	ASH			34		0		
8115	17 AVENUE	ASH			28		1		
2406	18 AVENUE	NORWAY MAPLE			24				
3537	18 AVENUE	HONEYLOCUST			22		0		
3821	18 AVENUE	SILVER MAPLE			35				
4721	18 AVENUE	SIBERIAN ELM			44				
4721	18 AVENUE	AMERICAN ELM			34		1		
7612	18 AVENUE	NORWAY MAPLE			22	SOUTH TREE	0		TREE ON 24 STREET
7725	18 AVENUE	ASH			25				
8518	18 AVENUE	NORWAY MAPLE			20	SOUTH TREE	0		
3916	19 AVENUE	NORWAY MAPLE			20		1		
3916	19 AVENUE	NORWAY MAPLE			22		0		
8053	19 AVENUE	NORWAY MAPLE			20	NORTH TREE	1		
7302	2 AVENUE	SILVER MAPLE			36	WEST TREE	0		
7750	2 AVENUE	NORWAY MAPLE			30		1		
4714	20 AVENUE	SILVER MAPLE			34		1		
5020	20 AVENUE	SILVER MAPLE			40		1		
6734	20 AVENUE	BASSWOOD			58		1		
6734	20 AVENUE	BASSWOOD			60		0		
7711	20 AVENUE	SUGAR MAPLE			26		1		
8534	20 AVENUE	SUGAR MAPLE			22		1		
1747	21 AVENUE	WHITE ASH			16		1		
4411	21 AVENUE	LINDEN			34		1		
4411	21 AVENUE	LINDEN			36		0		
4612	21 AVENUE	NORWAY MAPLE			36		1		
4816	21 AVENUE	NORWAY MAPLE			10				
4701	22 AVENUE	SUGAR MAPLE			18		1		LOW GROW REPLACEMENT
8450	22 AVENUE	NORWAY MAPLE			16		1		
3007	23 AVENUE	ASH			14		1		

2011 Contract Removal List #1

4616	23 AVENUE	NORWAY MAPLE			38			1	LOW GROW REPLACEMENT
6318	23 AVENUE	HONEYLOCUST			21			0	NARROW PARKWAY
6707	23 AVENUE	NORWAY MAPLE			24			1	LOW GROW REPLACEMENT
6707	23 AVENUE	NORWAY MAPLE			24			0	
7734	23 AVENUE	SUGAR MAPLE			19				
7803	23 AVENUE	NORWAY MAPLE		EAST TREE	20			1	
8323	23 AVENUE	ASH			30			1	
2211	24 AVENUE	GREEN ASH			44				
2503	24 AVENUE	NORWAY MAPLE			22			1	
2620	24 AVENUE	NORWAY MAPLE		MIDDLE TREE ON 27 STREET	26			1	LOW GROW REPLACEMENT
5026	24 AVENUE	NORWAY MAPLE			32			1	LOW GROW REPLACEMENT
7415	24 AVENUE	SUGAR MAPLE			17			1	
8225	25 AVENUE	SUGAR MAPLE			24			1	
8336	25 COURT	SUGAR MAPLE			28			1	
8336	25 COURT	SUGAR MAPLE			28			1	
8354	25 COURT	WHITE ASH			20				
2819	26 AVENUE	ASH			22			1	
3021	26 AVENUE	ASH		ON 26 AVENUE	26			1	RPLCTS. ON 26 AVENUE, DOUBLE LOT
3021	26 AVENUE	ASH		ON 26 AVENUE	30			1	
7726	27 AVENUE	NORWAY MAPLE			32				
7954	28 AVENUE	NORWAY MAPLE			24			2	MIDDLE TREE
7954	28 AVENUE	NORWAY MAPLE			23			0	NORTH TREE
1726	29 STREET	LINDEN			42				TREE ON 29 STREET
2106	29 STREET	NORWAY MAPLE			27			1	
2112	29 STREET	SUGAR MAPLE			24			1	
2112	29 STREET	SUGAR MAPLE			32			0	
6610	3 AVENUE	GREEN ASH			48				
7405	3 AVENUE	WHITE ASH			30			1	
7002	30 AVENUE	ASH		CONTACT OWNER PRIOR TO REMOVAL	22			1	OWNER WANTS WOOD
7002	30 AVENUE	ASH		GEORGE MASSEY, 909-1120	30			1	OWNER WANTS WOOD
7847	30 AVENUE	NORWAY MAPLE			17				
6614	31 AVENUE	ASH			36			1	
6638	31 AVENUE	NORWAY MAPLE			28				
6638	31 AVENUE	NORWAY MAPLE			46				
6921	31 AVENUE	NORWAY MAPLE			24			1	
7400	31 AVENUE	SILVER MAPLE			34				WEST TREE ON 74 STREET
7400	31 AVENUE	SIBERIAN ELM			35				NORTH TREE ON 31 AVENUE
5237	32 AVENUE	SILVER MAPLE			36			1	

2011 Contract Removal List #1

6528	32 AVENUE	SIBERIAN ELM			30	ON 66 STREET	1	
7812	32 AVENUE	SUGAR MAPLE			18		1	
7818	32 AVENUE	SILVER MAPLE			26	NORTH TREE	0	
5810	33 AVENUE	SILVER MAPLE			34			
5918	33 AVENUE	HONEYLOCUST			21		1	
8703	33 AVENUE	SILVER MAPLE			39		1	PLEASE REMOVE IN FIRST BATCH
2011	34 AVENUE	GREEN ASH			26	MIDDLE TREE ON 58 ST.		
4924	34 AVENUE	SILVER MAPLE			22		1	LOW GROW REPLACEMENT
5237	34 AVENUE	SUGAR MAPLE			12		1	
5541	34 AVENUE	HONEYLOCUST			24		1	
6037	34 AVENUE	LINDEN			18		1	
2505	34 STREET	LINDEN			10			
2515	34 STREET	SILVER MAPLE			47			
2515	34 STREET	SILVER MAPLE			42		1	
2814	34 STREET	NORWAY MAPLE			12			
5617	35 AVENUE	SUGAR MAPLE			20		1	
5808	35 AVENUE	SIBERIAN ELM			36	ON 59 STREET	0	
6414	35 AVENUE	JAPANESE TREE LILAC			8			
7807	35 AVENUE	NORWAY MAPLE			24	SOUTH TREE	0	
7833	35 AVENUE	NORWAY MAPLE			20	NORTH TREE	0	
1828	35 STREET	OAK			48			
5622	36 AVENUE	NORWAY MAPLE			22		1	
6711	36 AVENUE	ASH			31		1	
7823	36 AVENUE	SILVER MAPLE			56			
1500	36 STREET	NORWAY MAPLE			19		0	
6032	37 AVENUE	SILVER MAPLE			28	S. OF SIDEWALK ON 60 PLACE	0	ON CITY PROPERTY
6032	37 AVENUE	SILVER MAPLE			58	S. OF SIDEWALK ON 60 PLACE	0	ON CITY PROPERTY
7210	37 AVENUE	SILVER MAPLE			40	ON 73 STREET	1	
6426	38 AVENUE	NORWAY MAPLE			14		1	
6429	38 AVENUE	SILVER MAPLE			52		0	
7014	38 AVENUE	SILVER MAPLE			37		1	LOW GROW REPLACEMENT
7621	38 AVENUE	NORWAY MAPLE			18		1	
7736	38 AVENUE	EUROPEAN HORNBEAM			10			
7831	38 AVENUE	MAPLE			20			
1913	39 STREET	NORWAY MAPLE			14		1	
7211	40 AVENUE	NORWAY MAPLE			20		1	
7815	40 AVENUE	SUGAR MAPLE			15		0	
7850	40 AVENUE	NORWAY MAPLE			18		0	

2011 Contract Removal List #1

7934	40 AVENUE	ASH			22			0		
5910	41 AVENUE	SUGAR MAPLE			38			1		
7031	41 AVENUE	NORWAY MAPLE			16					
4709	42 AVENUE	LINDEN			8					
5922	44 AVENUE	AMERICAN ELM			38			1		
2005	44 PLACE	ASH			42			1		
7206	45 AVENUE	SUGAR MAPLE		E. TREE ON 73 STREET	20			1		
5905	46 AVENUE	NORWAY MAPLE			14			0		
6045	46 AVENUE	HONEYLOCUST			24					
6045	46 AVENUE	HONEYLOCUST			27					
3914	46 STREET	ASH		WEST TREE	20			0		
5914	47 AVENUE	NORWAY MAPLE		NORTH TREE	17			0		
6037	47 AVENUE	NORWAY MAPLE			16			1		
6343	47 AVENUE	ASH			13			1		
6343	47 AVENUE	ASH			18			0		
5439	49 AVENUE	HONEYLOCUST		SOUTH TREE	19			0		
8044	49 AVENUE	NORWAY MAPLE			20			1	NORTH TREE	
8044	49 AVENUE	NORWAY MAPLE			33			0	SOUTH TREE	
7727	5 AVENUE	NORWAY MAPLE			28			1		
5634	51 AVENUE	NORWAY MAPLE			18			1		
5403	52 AVENUE	SIBERIAN ELM			14			1		
5403	52 AVENUE	SIBERIAN ELM			26			0		
6203	54 AVENUE	NORWAY MAPLE		ON 62 STREET	9					
2227	54 STREET	NORWAY MAPLE			20			0		
4103	57 STREET	SUGAR MAPLE			16			1		
1617	59 STREET	NORWAY MAPLE			26			0		
4003	6 AVENUE	NORWAY MAPLE		WEST TREE ON 40 STREET	12			0		
3519	60 STREET	HONEYLOCUST			15			0		
3519	60 STREET	HONEYLOCUST			16			0		
4206	60 STREET	HONEYLOCUST			22			1	LOW GROW REPLACEMENT	
4517	60 STREET	HONEYLOCUST		WEST TREE	20					
570	63 STREET	ASH			15			1		
813	64 STREET	ASH			32				ACROSS STREET FROM 813 64 ST.	
4809	67 STREET	HONEYLOCUST		EAST TREE	22					
5710	67 STREET	ASH			15					
4206	68 STREET	NORWAY MAPLE			15			1		
5422	68 STREET	SILVER MAPLE		EAST TREE	26					
914	69 STREET	NORWAY MAPLE			22			1	LOW GROW REPLACEMENT	

2011 Contract Removal List #1

3505	69 STREET	LINDEN			17	OWNER WANTS WOOD	1	WEST TREE ON 69 ST. CALL PRIOR TO REMOVAL_658-3100
4816	7 AVENUE	HONEYLOCUST		24	1ST TREE N. OF 49 ST.			
6517	7 AVENUE	NORWAY MAPLE		22			0	MIDDLE TREE
6517	7 AVENUE	NORWAY MAPLE		24				NORTH TREE
7738	7 AVENUE	NORWAY MAPLE		19				
7738	7 AVENUE	NORWAY MAPLE		26				
2502	75 STREET	NORWAY MAPLE		26			0	OWNER WANTS NO REPLACEMENT
2502	75 STREET	NORWAY MAPLE		26			0	
630	78 STREET	NORWAY MAPLE		22			1	LOW GROW REPLACEMENT
1816	78 STREET	NORWAY MAPLE		20			1	
1819	78 STREET	NORWAY MAPLE		14			1	
2005	78 STREET	AMERICAN ELM		39			1	ON 78 STREET
3811	8 AVENUE	GREEN ASH		25			1	
3822	8 AVENUE	SILVER MAPLE		42	NORTH TREE		0	
6345	8 AVENUE	NORWAY MAPLE		13			1	LOW GROW REPLACEMENT
1503	80 STREET	LINDEN		25				
2552	82 STREET	NORWAY MAPLE		18				
4750	83 STREET	GREEN ASH		32				
1500	84 STREET	ASH		16			1	
1512	84 STREET	SILVER MAPLE		30			1	
1722	85 STREET	NORWAY MAPLE		16			1	
3315	86 PLACE	ASH		32			0	
1720	87 STREET	SILVER MAPLE		58			1	
3426	87 STREET	ASH		22			1	
4114	87 STREET	NORWAY MAPLE		18				
2502	JOHNSON	NORWAY MAPLE		23			1	
4724	PERSHING	GREEN ASH		18			1	
4724	PERSHING	GREEN ASH		20			0	
6327	PERSHING	AMERICAN ELM		34			1	
6409	PERSHING	AMERICAN ELM		40			0	
7303	PERSHING	NORWAY MAPLE		26				
7421	PERSHING	NORWAY MAPLE		20			1	
7922	PERSHING	SIBERIAN ELM		38			1	
603	WASHINGTON	ASH		18				
1830	WASHINGTON	ASH		16			0	

CITY OF KENOSHA, WISCONSIN  
PARK DIVISION

TREE REMOVAL CONTRACT SPECIFICATIONS  
AND SPECIAL CONDITIONS

Project No. 11-1410

**WORK TO BE PERFORMED.** Work will consist of tree removal – severing and lowering portions of trees that prevent all damage to property, including turf, sidewalks, utilities, vehicles, persons and the like. This includes removing stumps and debris from the site and the proper disposal thereof.

**LOCATION OF WORK.** Work will consist of tree removal on public right-of-ways, City-wide, per the attached list, which is incorporated herein by reference.

**SUPERVISION.** Contractor shall consult the Kenosha Park Division concerning details and scheduling of all work. Contractor must have a responsible person in charge of work at all times to whom the Park Division may issue directives, who shall accept and act upon such directives. A name, phone number and address must be made available to the Park Division of Contractor's responsible person(s).

**INSPECTIONS.** The contractor shall call the Kenosha Park Division at (262) 653-4080 between 7:00 A.M. and 8:00 A.M. of each day work will be performed to inform the Kenosha Park Division of locations for that day's work. The Kenosha Park Division may conduct inspections of Contractor's work at any time without notification.

**PUBLIC RELATIONS.** The Kenosha Park Division has notified abutting property owners of anticipated work using the "Work Notification Form" and /or the "Hazard Tree Removal Notification" letter.

The Park Division will provide a supply of informative leaflets at no cost to Contractor who shall distribute them to each abutting property owner and place them at each building on front of which work will occur. Contractor shall answer any questions from citizens concerning the project. Anyone asking a question that the Contractor cannot answer shall be referred to the Park Division at (262) 653-4080.

**SAFETY.** Work shall conform to the most recent revision of American National Standards Institute Standard Z-133.1(Safety Requirements for Pruning, Trimming, Repairing, Maintaining, Removing Trees and for Cutting Brush). A copy of these standards is on file at the office of the Kenosha Park Division and is made a part of the Contract by this reference. Contractor is responsible for contacting Digger's Hotline (1-800-242-8511) and making sure the sites are marked prior to any stump removal.

**REMOVAL.** Only trees designated by the Park Division on designated work orders are to be removed. Trees are to be topped before removal, unless conditions allow felling, and removed at a maximum stump height of four (4") inches above the highest surrounding grade. No trees shall be felled onto sidewalks, traffic signs, hydrants or other infrastructure. **Removal includes: stump removal, removal of basal sprouts, brush, vines and weeds within five (5') feet from outside of trunk.** Cleanup must be completed within two (2) hours of removal. The site is to be left in a condition at least as clean as pre-work conditions. Tree parts dropped or lowered from trees are to be kept off private property as much as possible. For

trees marked for removal that extend through power and/or telephone and/or cable television wires, it will be

the Contractor's responsibility to notify the responsible utilities prior to removal and make any necessary arrangements. Contractor is responsible for the hauling and disposal of all waste wood harvested during removal operations.

Once the removal process has begun for any said tree, the tree must be removed down to and including the stem, within five (5) working days of start. Any exception to this must be approved by the City Forester. The Kenosha Park Division may prioritize removals at its discretion. The Contractor shall be given twenty-four (24) hours advance notification of such action.

**STUMP GRINDING.** Only stumps designated by the Park Division on designated work orders are to be ground. Stumps and all exposed roots are to be ground out to a depth of twelve (12") inches below surface of soils and to a radius of five (5') feet to provide a uniform and level surface. Contractor is responsible for the hauling and deposit of all grinding debris. Cleanup must be completed within two (2) hours of grinding. The site is to be left in a condition at least as clean as pre-work conditions. Grinding debris is to be kept off private property, streets and sidewalks as much as possible. Contractor is responsible for contacting Digger's Hotline (1-800-242-8511) and making sure the sites are marked prior to any stump grinding. Stumps must be ground within three (3) weeks of tree removal.

**TOPSOIL AND SEED.** The contractor shall repair disturbed lawn areas adjacent to construction by placing and compacting of topsoil to the depth of grinding and mounded over stump hole to a height of two (2) inches above curb or sidewalk height.

Top soil material shall consist of loam, sandy loam, silt loam, silty clay loam or clay loam humas-bearing soils adapted to sustain plant life, and ensure this topsoil is in the Ph range of 6.0 to 7.0. Topsoil shall be compacted.

Topsoil shall be placed to a minimum depth of 2-4 inches and shall not be placed over any debris or material as described. All disturbed area needing more than 4 inches of topsoil shall be placed in lifts and thoroughly compacted so that there are no excessive settlement areas after contract is completed. The finished topsoil elevation shall be to a height of two (2") inches above curb or sidewalk height after thorough compaction.

Seeding shall consist of a type 40 mixture which shall include a blend of 35% Kentucky bluegrass, 20% red fescue, 20% hard fescue, and 25% improved fine perennial ryegrass. This mixture shall be uniformly distributed at a rate of 2 lbs. per 1000 square feet.

Construction limits shall be considered areas within 18 inches any area disturbed by the Contractor's operations.

Restoration of areas within construction limits shall be included in the unit bid price of topsoil and seed per tree.

**TRAFFIC CONTROL.** Traffic control shall be the total responsibility of Contractor and must be coordinated with the Public Safety Dispatcher (262-656-1234). Contractor shall be responsible for posting the streets where work is to be performed twenty-four (24) hours prior to the work's commencement. If it becomes necessary to tow parked vehicles, the Contractor shall coordinate towing with the Park Division.

**COORDINATION OF WORK.** Separate crews may work on separate streets if the streets are close to one another. Each crew must complete work on each particular block before moving to another block unless the Park Division gives permission to do otherwise.

**Tree Removal Specs. & Special Conditions -**  
**Project No. 11-1410** **Page 3**

**EVIDENCE.** In all situations involving injury or property damage, Contractor shall not perform further work until photography, police reports and other evidence-gathering activities are completed. The Kenosha Park Division will supply guidelines for this situation. The Contractor shall not make any statements to anyone about which party might be liable for damages or injuries, or what caused any tree to break apart, fall, etc. All such questions shall be directed to the Kenosha Park Division at 262-653-4080.

**PAYMENTS.** Payments will be made on a monthly basis unless otherwise agreed upon between the parties. Payments will be made within fifteen (15) working days after City receives an invoice or application for payment with adequate cost breakdown to certify payment due. Payments will be on a per tree basis. Stump removal and cleanup must be completed.

**ASSIGNMENT AND SUBCONTRACTING.** No contract shall be assigned or subcontracted without the written consent of the Kenosha Park Division. In no case will consent relieve the Contractor from the Contractor's contractual obligation, nor will it change the terms of the contract. Any assignee or subcontractor approved by the Kenosha Park Division shall be required to submit Certificates of Insurance as per the Contract requirements prior to any removals.

The City of Kenosha, Wisconsin, Department of Public Works will receive proposals to remove trees described in the Contract Specifications and Special Conditions, subject to the following procedure and requirements.



ENGINEERING DIVISION  
MICHAEL M. LEMENS, P.E.  
DIRECTOR/CITY ENGINEER

STREET DIVISION  
JOHN H. PRIJIC  
SUPERINTENDENT

ASSISTANT CITY ENGINEER  
SHELLY BILLINGSLEY, P.E.  
STORMWATER UTILITY

**Ronald L. Bursek, P.E., Director**

Municipal Building · 625 52<sup>nd</sup> ST · RM 305 · Kenosha, WI 53140  
Telephone (262) 653-4150 · Fax (262) 653-4056

March 10, 2011

To: Anthony Nudo, Chairman  
Stormwater Utility Committee  
  
Michael Orth, Chairman  
Park Commission  
  
From: Ronald L. Bursek, P.E.   
Director of Stormwater Utility

Subject: *Professional Service Contract to Prune Trees in Lawn Park Areas*

**BACKGROUND INFORMATION**

The City of Kenosha Public Works – Park Division has received four proposals to complete the 2011 contract to prune trees in lawn park areas. Staff has reviewed the proposals and has chosen Trees R Us, Inc. based on their references, experience, and standard quoted rates.

Trees R Us was awarded the 2010 Tree Pruning contract of which there were a few issues that staff is confident can be resolved with an earlier contract release date. Trees R Us Inc was the lowest bid by approximately \$10,000 and has completed a variety of municipality/village contracts.

The 2011 tree pruning contract includes pruning approximately 4,500 trees within the public right-of-way in the following area: within the City limits west of 39<sup>th</sup> Avenue and South of 60<sup>th</sup> Street (including 60<sup>th</sup> Street).

**RECOMMENDATION**

Approve the Agreement between the City of Kenosha and Trees R Us, Inc. for \$76,000 to include their quote of \$66,425 with \$9,575 of contingency and authorize the Director to execute the contract. The funding for this work will be paid for out of the Stormwater Utility account number 501-09-50106-219.

**2011 CONTRACT TO PRUNE TREES**

**By And Between**

**THE CITY OF KENOSHA, WISCONSIN,  
A Municipal Corporation  
[Through Its Department of Public Works]**

**And**

**TREES R US, INC.  
An Illinois Corporation**

**TOTAL CONTRACT AWARD NOT TO EXCEED \$76,000.00**

**CONTRACT AMOUNT: \$66,425.00**

**COMPENSATION FOR ADDITIONAL REMOVAL AS REQUIRED BY THE CITY OF KENOSHA:  
NOT TO EXCEED \$9,575.00**

**THIS AGREEMENT**, Made and entered into by and between the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, through its Department of Public Works, hereinafter referred to as the “**CITY**”, and **TREES R US, INC.** an Illinois corporation, located at 1104 Washington Avenue, Wauconda, Illinois, 60084, hereinafter referred to as the “**CONTRACTOR**”.

**W I T N E S S E T H:**

**WHEREAS**, the **CONTRACTOR** has submitted to the **CITY** a written Proposal to provide maintenance pruning work to lawn park area and public right-of-way trees located on all City streets and avenues West of 39<sup>th</sup> Avenue and South of 60<sup>th</sup> Street including 60<sup>th</sup> Street within the City of Kenosha, according to the Specifications and Special Conditions contained in the Request for Proposal; and,

**WHEREAS**, the **CITY** has accepted the Proposal effective upon the **CONTRACTOR** entering into and abiding by the terms and conditions of this Contract; and,

**WHEREAS**, the parties understand that this Contract is not a public construction contract under Wisconsin Law.

**NOW, THEREFORE**, in consideration of the mutual undertakings, promises, agreements, understandings hereinafter set forth, and good and valuable consideration, the sufficiency of which is hereby acknowledged, the **CITY** and the **CONTRACTOR** agree as follows:

**1. DEFINITIONS.**

a. “**CONTRACT**” means this executed Contract to Prune Trees. The following documents comprise the complete Contract: Request for Proposal, Proposal, Executed Contract, Specifications and Special Conditions, Certificates of Insurance, Affidavit of Organization and Authority and Careful Inspection of Site and Preparation of Proposal, List of Subcontractors and Major Suppliers, Determination of City Representative in Charge of Project, Change Orders, Affidavit Respecting Construction Lien Waivers/Releases, Contract notices and such other documents as are referenced herein. Any of such documents which are not physically attached to this Contract are on file in the Department of Public Works and Park Division, and are incorporated into this Contract by reference.

- b. **“CONTRACTOR”** shall mean TREES R US, INC. and any subcontractors approved by the **CITY**.
  - c. **“FORESTER”** shall mean the Forester of the City of Kenosha within the Park Division, including designees.
  - d. **“OVERPAYMENT”** means any money the **CONTRACTOR** received which the **CONTRACTOR** was not entitled to receive under this Contract, including, but not limited to, excess payment made in error and payment for defective and/or rejected Work which was not redone or replaced and accepted by the **CITY**.
  - e. **“WORK”** means any contractual endeavor undertaken by the **CONTRACTOR** or its approved subcontractors to fulfill the terms of this Contract, including, but not limited to, the providing of labor, service, materials, the oversight of approved subcontractors, and the disposal and dumping of materials and debris arising out of the endeavor.
  - f. **“WORKING DAY”** means a calendar day, excluding weekends and legal holidays.
2. **WORK TO BE PERFORMED BY THE CONTRACTOR.** The **CONTRACTOR**, for the sum of Sixty-Six Thousand Four Hundred Twenty-five Dollars (\$66,425.00), will perform and complete, or will cause to be performed and completed, all Work in a good and workmanlike manner, and will do so in accordance with and subject to the provisions of this Contract. In addition, the **CONTRACTOR** will perform additional services as directed by the **CITY** and as otherwise authorized in the Proposal subject to the additional unit price compensation identified in the Proposal not to exceed an additional Nine Thousand Five Hundred Seventy-Five Dollars (\$9,575.00). In the event of a conflict between the Request for Proposal, the Proposal and this Contract, the terms and conditions of this Contract shall control and supersede the other documents. The Work comprises providing maintenance pruning to all lawn park areas and right-of-way trees on all City streets and avenues located West of 39<sup>th</sup> Avenue and South of 60<sup>th</sup> Street including 60<sup>th</sup> Street within the City of Kenosha, in accordance with the Specifications and Special Conditions in Exhibit "A", which Exhibit is attached hereto and incorporated herein by reference. The Specifications and Special conditions will control and supersede an inconsistent provision in this Contract.
3. **COMMENCEMENT AND DILIGENT PROSECUTION OF THE WORK.** The **CONTRACTOR** will commence the work within five (5) working days following execution of this Contract and Notice to Proceed, and will prosecute the Work diligently until fully complete in accordance with this Contract. The **CONTRACTOR** shall complete the Work within the Contract Term.

The **CONTRACTOR**, in the event of a dispute respecting quantity or quality of the Work, shall not refuse to perform the Work and shall not delay the performance of the Work pending the resolution of said dispute.

The **CONTRACTOR** has the duty of requesting an extension of time to complete the Work from the **FORESTER**, in writing, prior to the time for Contract completion, where the progress of the Work was delayed, such that the Work will not be completed on time, and the **CONTRACTOR** was not responsible for such delay. Should the **FORESTER** grant an extension, the **CONTRACTOR** will not be liable for liquidated damages arising out of the delay. Should the **FORESTER** determine that the Work will not be completed on schedule through normal methods and where no request for an extension has been requested, or if requested, such request was not justified, the **FORESTER** shall provide the **CONTRACTOR** with written notice requiring the **CONTRACTOR** to take such extraordinary measures as may be required to complete the Work on time, or as close to on time as possible. The failure of the **CONTRACTOR** to take such extraordinary measures shall be grounds for the **CITY** to suspend the Work by the **CONTRACTOR** and take such other measures as will assure completion of the Work within the Contract time, or if that is impossible, within a reasonable time. However, nothing contained herein shall prevent the **FORESTER** from stopping the **CONTRACTOR** from proceeding with the Work beyond the time set for the completion date where the completion date was not extended.

4. **CONTRACT TERM.** The term of this Contract shall be from the date of execution until each of the following:
  - a. Respecting the Work, until completion and acceptance, or December 31, 2011, whichever is earlier.
  - b. Respecting the warranty, until expiration of the warranty term.
  - c. Respecting the Indemnity and Hold Harmless Agreement and Liability Insurance, until claims filed, if any, are resolved, or expiration of the Statute of Limitations where no claims were filed.
5. **TERMINATION FOR CAUSE.** In the event either party should fail to fulfill in a timely manner its obligation under this Contract, the non-breaching party shall have the right to terminate this Contract by giving a ten (10) day written notice to the breaching party of such breach and specifying the date of the termination, if the breaching party has not timely rectified and remedied the purported breach to the satisfaction of the party that gave notice of the breach.

The **CONTRACTOR** shall perform no new or additional Work upon receipt of a notice of termination without the advance, written permission of the **FORESTER**, except as necessary to cure the default, but not beyond the ten (10) day period to cure.

6. **FORESTER'S DECISION FINAL.** Should any dispute arise at any time between the **CONTRACTOR** and the **CITY** as to the true meaning or requirements of this Contract, or as to the manner of execution of the Work, or as to the quality of the Work executed, or as to the quality or quantity of materials used, or as to the timely completion of the Work, the decision of the **FORESTER** shall be final and conclusive, until and unless set aside by a Court of law.

The **CONTRACTOR** agrees that should any decision of the **FORESTER** be challenged in Court, the Court may only set aside a decision of the **FORESTER** if it is wholly arbitrary and capricious and/or made in complete disregard of undisputed facts.

7. **METHODS, LABOR, EQUIPMENT, MATERIALS AND SUPPLIES.** The **CONTRACTOR** shall select such methods and equipment for the performance of all operations connected with the Work as will assure professional quality of the Work and a rate of progress which will assure the timely completion of the Work. The **CONTRACTOR** is responsible for furnishing all labor, equipment, material and supplies required to perform the Work.
8. **SUSPENSION OF WORK BY THE CITY.** The **FORESTER** shall have authority to suspend the Work where he/she believes that the **CONTRACTOR** is not performing the Work in accordance with this Contract. The **CONTRACTOR** shall have no right to additional compensation for delay or a right to an extension of time to complete the Work where the Work is suspended by the **FORESTER**.
9. **INJUNCTIONS.** Should a preliminary or temporary injunction suspend the Work for a period of time, the deadline for completion of the Work shall be extended by such time as the preliminary or temporary injunction was in effect. In the event a permanent injunction or Court order or judgment prohibits the Work, this Contract shall be null and void as of the date such injunction or Court order or judgment becomes final, although the **CONTRACTOR** shall be entitled to reasonable compensation for the Work performed to that date. In the event a permanent injunction, Court order or judgment reduces the scope of the Work, this Contract shall be deemed modified in accordance therewith and compensation of the **CONTRACTOR** shall be proportionately reduced to reflect the decrease in the scope of the Work.
10. **CHANGE ORDERS FOR ADDITIONAL WORK, ADJUSTMENT IN PRICE.** The **CONTRACTOR** does not have the discretion to refuse to comply with a Change Order to increase the scope of the Work identified in the **CITY** Request for Proposal. Increases in the scope of the Work shall result in a

determination of the **CONTRACTOR'S** additional compensation based upon good faith negotiation, with the Contract as a guideline. Change Orders must be approved by the **FORESTER** on behalf of the **CITY**, and by the **CONTRACTOR**, and upon approval and execution, shall be considered a Contract amendment, to be kept on file in the **CITY** Department of Public Works and Park Division, and incorporated into this Contract by reference. Should the **CONTRACTOR** refuse to sign a Change Order under circumstances where there is no discretion to do so, said Change Order will be in full force and effect without said signature, provided the **FORESTER** attaches thereto a written report so indicating.

11. **WAIVER OF RIGHTS.** 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 of 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.
12. **SUBCONTRACTORS, MAJOR SUPPLIERS, AND DUMPING OR DISPOSAL SITES.** The **CONTRACTOR** will only use subcontractors, major suppliers and dumping or disposal sites, which are listed in this Contract. Any changes in subcontractors, major suppliers and dumping or disposal sites must be approved by the **FORESTER**. The **CONTRACTOR** is responsible for the Work of subcontractors and for delays in the Work occasioned thereby. The **CONTRACTOR** has a duty to remove and replace subcontractors whose involvement in the Work will result in a breach of this Contract.
13. **CONTROL AND PROTECTION OF WORK SITE.** The **CONTRACTOR** shall be responsible for the control and protection of the work site from commencement of the Work until the Work is completed.
14. **WARRANTY.** The **CONTRACTOR** will replace any Work which is defective or not in conformity with this Contract at no cost to the **CITY** for a period of one (1) year after final acceptance of the Work by the **CITY**.
15. **CITY COOPERATION.** The **CITY** will reasonably cooperate with the **CONTRACTOR** to facilitate the **CONTRACTOR'S** performance of the Work. The **CITY** will physically mark trees to be removed and notify the **CONTRACTOR** of the nature of the markings. The **CONTRACTOR** will provide reasonable notice to the **CITY** when the assistance thereof is requested. However, the **CITY** has no obligation to supervise or perform any part of the Work.
16. **GOVERNMENTAL PERMITS AND APPROVALS.** The **CONTRACTOR** is authorized to perform the work under this Contract without obtaining a separate permit from the **FORESTER** or a Street Obstruction Permit.
17. **LAWS, RULES AND REGULATIONS.** The **CONTRACTOR** shall comply with all Federal, State and local laws, rules and regulations applicable to the performance of this Contract and the Work. This Contract shall be deemed made in and construed under the laws of the State of Wisconsin.
18. **CONTRACTOR'S EMPLOYEES AND ON-SITE REPRESENTATIVES.** Although the **CONTRACTOR** performs the Work as an independent Contractor, the **FORESTER** shall have the right to request the **CONTRACTOR** to remove and replace any of the **CONTRACTOR'S** employees involved in the Work when said employee does not furnish quality workmanship or is uncooperative with or disrespectful

to any **CITY** personnel associated with the Work. The **CONTRACTOR** will comply with any reasonable request.

The **CONTRACTOR**, at all times when the Work is being performed, shall assign an employee or agent on the work site to be the person to whom the **FORESTER** may furnish instructions or orders, or make inquiries of at all times when the Work is being performed. The name of such employee or agent shall be submitted to the **FORESTER** in writing, upon commencement of the Work.

19. **SANITATION AND HEALTH.** The **CONTRACTOR** has the obligation of arranging for drinking water and sanitary conveniences for employees, subcontractors, suppliers, and agents thereof and for taking work site precautions as will deter the spread of infectious diseases. The **CONTRACTOR** shall not use materials in such manner as to pose a health hazard. The **CONTRACTOR** shall obey all lawful orders received from a County Health Department Sanitarian, or from any duly authorized employee of any Federal or State agency having jurisdiction over employee or public health, safety or welfare.
20. **INSPECTION.** The **CITY** has the right, at its cost and expense, to assign or retain inspectors to determine that the Work is performed in conformance with this Contract. Only the **FORESTER** can reject the Work. The use of inspectors by the **CITY** shall not relieve the **CONTRACTOR** of the duty of making its own inspections and of itself rejecting improper or defective Work, by its employees, subcontractors, suppliers and agents. The failure of a **CITY** inspector to notice or reject improper or defective Work shall not waive any rights of the **FORESTER** to have the **CONTRACTOR** take corrective action at the **CONTRACTOR'S** cost and expense to remedy such deficiencies or defects when discovered. The use of **CITY** inspectors shall not relieve the **CONTRACTOR** of its duty to maintain a safe workplace.
21. **WORKMANSHIP.** Workmanship shall conform to the best standard practice of a given trade in Southeastern Wisconsin. Equipment, procedures and materials used must be suitable to and compatible with the nature of the Work, the work site and prevailing year round weather conditions that affect the Work and the work site.
22. **UTILITIES.** The **CONTRACTOR** has the obligation of contacting Digger's Hotline to obtain utility locations, clearances, hookups, or cutoffs prior to any pruning.
23. **CLEANUP.** The **CONTRACTOR** shall at all times keep all areas related to the Work, including all rights-of-way, easements, streets, highways, alleys and private or public property adjacent to the work site, in a clean and sanitary condition, free from any rubbish, debris, surplus or waste materials that have accumulated as a result of the Work.

Within twenty-four (24) hours after the completion of the Pruning Process, the **CONTRACTOR** shall remove all surplus materials, tools, equipment or plants, leaving the work site and the sites of easements and areas related to the Work, unobstructed, clean and sanitary, ready for their intended use and in as safe a condition as their nature will reasonably permit. Should the **CONTRACTOR** neglect any such duty, the **FORESTER** may cause any such Work to be performed at the **CONTRACTOR'S** cost and expense.

24. **PAYMENT OF EMPLOYEES, SUBCONTRACTORS AND SUPPLIERS.** The **CONTRACTOR** shall promptly pay all employees, subcontractors and suppliers for all work, labor, services, supplies, or materials which they may directly or indirectly furnish in the fulfillment of this Contract and the **CONTRACTOR** shall secure, as soon as possible, a waiver of liens or the release of any and all liens which may attach as a result of the Work. The **CONTRACTOR**, as a condition of payment, shall execute an Affidavit Respecting Construction Lien Waivers/Releases and file such document with the **CITY** Director of Public Works.
25. **LIQUIDATED DAMAGES FOR DELAYS IN CONTRACT COMPLETION.** In the event that the **CONTRACTOR** fails to fully and completely perform the Work within the Contract term, the

**CONTRACTOR** shall pay to the **CITY** for such default the sum of One Hundred Dollars (\$100.00) per day, for each and every day's delay in the fulfillment of this Contract provision. This sum shall be considered and treated not as a penalty, but as fixed, agreed and liquidated damages due the **CITY** from the **CONTRACTOR**.

26. **RIGHTS OF CITY UPON CONTRACTOR DEFAULT.** The **CONTRACTOR** recognizes the right of the **CITY** to suspend the Work, to order the revision of nonconforming Work, to re-let all or part of the Work, or to itself perform the Work as may be required to ensure the timely completion of the Work or to replace improper or defective Work, as determined necessary by the **FORESTER**. No provision of this Paragraph 26 may be construed to relieve the **CONTRACTOR** of its obligations under this Contract.
27. **OVERPAYMENTS AND SETOFFS UNRELATED TO THE CONTRACT.** The **CONTRACTOR** will promptly, upon receipt of written demand from the **CITY** Director of Public Works, refund any overpayments received thereby. Should the **CONTRACTOR** not comply with said request within thirty (30) days of receipt of written notice, the **CONTRACTOR** shall pay the **CITY** interest for said amount at the rate of one and one-half percent (1.5%) per month on the unpaid balance, until paid in full. Should the **CONTRACTOR** owe the **CITY** any money which is lawfully due and payable on any account receivable or on any personal property tax, forfeiture or fee, whether or not related to the Work under this Contract, the **CONTRACTOR** authorizes the **CITY** to deduct said amount from any payment due the **CONTRACTOR** hereunder.
28. **SAFETY PRECAUTIONS.** The **CONTRACTOR'S** Work shall conform to the most recent revision of the American National Standards Institute Standard Z-133.1 (Safety Requirements for Pruning, Trimming, Repairing, Maintaining, and Removing Trees and for Cutting Brush).

The **CONTRACTOR**, during the performance of the Work, shall assume control of the work site and put up and properly maintain, at the **CONTRACTOR'S** cost and expense, adequate barriers, warning signs, lights and such other devices and take such measures as will make the work site as safe as the nature of the premises will reasonably permit to protect frequenters as well as persons using abutting private or public property, from any and all dangers associated with the Work, during both day and night hours. The **FORESTER** may order the **CONTRACTOR**, by a time or date, to take designated safety measures and the failure of the **CONTRACTOR** to promptly obey said order shall result in liquidated damages of Five Hundred Dollars (\$500.00) per day for each day said order is not complied with. The **CONTRACTOR** shall be fully responsible for making the work site as safe as its nature will reasonably permit and may not rely upon any inspections, instructions or orders of the **FORESTER** or the **CITY** inspectors or lack thereof, in this regard. The **CONTRACTOR** has an obligation to check warning and safety devices on a daily basis.

29. **PAYMENT – ACCEPTANCE OF THE WORK.** Payment shall be made by the **CITY** on a monthly basis upon submission of an invoice for completed Work to the **CITY** Director of Public Works, within fifteen (15) days after the **FORESTER** executed a document accepting the Work as being performed in accordance with this Contract, subject to the following:
- a. The **CITY** may withhold payment if the **CONTRACTOR** is not in compliance with any order issued by the **FORESTER**. Payment will be reduced by the amount of any claim which the **CITY** may have against the **CONTRACTOR** for improper, defective, or rejected Work, liquidated damages due to delay in the schedule of time for the Work completion, or in taking safety precautions, by the amount of setoffs authorized by this Contract, or for any other primary liability of the **CONTRACTOR** for which the **CITY** could be secondarily liable, which secondary liability was not assumed by the **CITY** under this Contract.

b. Work shall not be accepted by the **FORESTER** until all employees, subcontractors and suppliers have been fully paid for all work, labor, services, supplies or materials provided thereby, and affidavits, lien waivers or releases have been procured and filed with the **CITY** Director of Public Works.

30. **INDEPENDENT CONTRACTORS, WORKERS AND UNEMPLOYMENT COMPENSATION.** The **CONTRACTOR** acknowledges that it is an independent contractor and that its employees and agents are not the employees of the **CITY** for purposes of Worker's and Unemployment Compensation or any other purpose. The **CONTRACTOR** shall be responsible for Worker's and Unemployment Compensation with respect to its employees.
31. **PROHIBITIONS AS TO ASSIGNMENT, SUBCONTRACTING AND JOINT VENTURES.** The **CONTRACTOR** may not assign this Contract, enter into a joint enterprise or sublet any Work without the express written approval of the **FORESTER**, and the **CITY** is not liable for any cost and expenses arising therefrom. Listed subcontractors, major suppliers, and dumping and disposal sites are excepted from this prohibition. An unlawful assignment, joint enterprise or subletting shall render this Contract voidable by the **FORESTER** as of the date thereof, and the **CITY** will not be obligated to pay to the **CONTRACTOR** any money for any Work performed by an unauthorized party. If this contract is voided, the **CONTRACTOR** will continue to be responsible for maintaining the safety of the work site until relieved of this obligation by the **FORESTER** or until another contractor takes possession of the work site. The **CONTRACTOR** will be responsible for any cost, loss, expense, attorney fees, or damages the **CITY** may incur in enforcing this provision.
32. **INDEMNITY AND HOLD HARMLESS AGREEMENT.** The **CONTRACTOR** agrees that it will defend, indemnify and hold harmless the **CITY** and its officers, agents, employees and representatives, from and against any and all liability, loss, charges, damages, claims, judgments, costs, expenses or attorney fees, which they may hereafter sustain, incur or be required to pay as a result of any action taken or not taken by the **CITY** or its officers, agents, employees or representatives to supervise or oversee the adequacy of safety precautions taken by the **CONTRACTOR** or as a result of the willful or negligent act or omission of the **CONTRACTOR** and its subcontractors, suppliers, assigns, employees, officers, agents or representatives, or resulting from the **CONTRACTOR'S** failure to perform or observe any of the terms, covenants and conditions of this Contract, should any person or party, as a result thereof, suffer or sustain personal injury, death or property loss or damage, or a violation of any other right protected by law.
33. **INSURANCE.** The **CONTRACTOR** prior to performing the Work and during the Contract term, shall carry the insurance policies in the following minimum limits, which shall be written and enforceable in accordance with the laws of the State of Wisconsin.
- o Commercial General Liability: General Aggregate – One Million (\$1,000,000.00) Dollars; each occurrence – One Million (\$1,000,000.00) Dollars.
  - o Automobile Liability :
    - Bodily Injury per Person – One Million (\$1,000,000.00) Dollars;
    - Bodily Injury per Accident – One Million (\$1,000,000.00) Dollars;
    - Property Damage – Two Hundred Thousand (\$200,000.00) Dollars; OR a combined single limit of One Million (\$1,000,000.00) Dollars.
  - o Worker's Compensation: Statutory limits.
- Said insurance coverage shall be verified by a Certificate of Insurance issued to the **CITY**, which shall provide that should any of the described policies be cancelled or terminated before the expiration date thereof, the issuing company will endeavor to mail thirty (30) days written notice to the **CITY**.
34. **COOPERATION.** The **CONTRACTOR** shall permit **CITY** employees and representatives to have reasonable access to the work site at all times.

35. **SEVERABILITY.** It is mutually agreed that in case any provision of this Contract is determined by a Court of law to be unconstitutional, illegal or unenforceable, then it is the intention of the parties that all other provisions of this Contract shall remain in full force and effect.
36. **NONDISCRIMINATION.** In the performance of the Work under this Contract, the **CONTRACTOR** agrees not to discriminate against any employee or applicant for employment contrary to any Federal, State or local law, rule or regulation, because of race, religion, marital status, age, creed, color, sex, handicap, national origin or ancestry, sexual orientation, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, political beliefs, or student status. The Work is to be performed in accordance with the Federal Americans With Disabilities Act.
37. **NO THIRD PARTY BENEFICIARIES.** This Contract is intended to be solely for the benefit of the parties hereto.
38. **FULL AGREEMENT – MODIFICATION.** This Contract shall be the full and complete agreement and understanding of the parties and shall supersede all oral or written statements or documents, inconsistent herewith. This Contract can be modified, in writing, by the mutual agreement of the parties, said amendment to be attached and incorporated herein, it being expressly understood that the **CITY** Director of Public Works must approve any amendment of this Contract.
39. **NOTICES.** Notices required by or relevant to this Contract shall be furnished by the **CONTRACTOR** to the **CITY** by personal service or by certified mail with return receipt, sent or delivered to the **FORESTER**, Director of Public Works and the City Clerk at the Municipal Building, 625 – 52<sup>nd</sup> Street, Kenosha, Wisconsin 53140, with a copy to the City Attorney at the foregoing address.

Notices required by or relevant to this Contract shall be furnished by the **CITY** to the **CONTRACTOR** by personal service or by certified mail with return receipt sent or delivered to:

Trees R Us, Inc.  
1104 Washington Avenue  
PO Box 6014  
Wauconda, IL 60084

40. **EXECUTION AUTHORITY.** The **CITY** and the **CONTRACTOR** each certify that they have authority under their respective organizational structure and governing laws to execute this Contract.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Contract on the dates given below.

**CITY OF KENOSHA, WISCONSIN,  
A Municipal Corporation**

BY: \_\_\_\_\_  
RONALD BURSEK, Director,  
Department of Public Works  
Date: \_\_\_\_\_

BY: \_\_\_\_\_  
DIRK NELSON, City Forester  
Date: \_\_\_\_\_

STATE OF WISCONSIN)  
: SS.  
COUNTY OF KENOSHA)

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2011, **RONALD BURSEK, Director of Public Works**, and **DIRK NELSON, City Forester**, of the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, to me known to be such Director of Public Works and City Forester of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said City, by its authority.

\_\_\_\_\_  
Notary Public, Kenosha County, WI.  
My Commission expires/is: \_\_\_\_\_

**TREES "R" US, INC.,  
An Illinois Corporation**

BY: \_\_\_\_\_  
JENNI WILLIS, President  
Date: \_\_\_\_\_

BY: \_\_\_\_\_  
NICK WILLIS,  
Vice President  
Date: \_\_\_\_\_

STATE OF )  
 : SS.  
COUNTY OF )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, **JENNI WILLIS, President**, and **NICK WILLIS, Vice President**, of **TREES R US, INC.**, an Illinois corporation, to me known to be such President and Vice President of said corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said corporation, by its authority.

\_\_\_\_\_  
Notary Public,  
My Commission expires/is: \_\_\_\_\_

Drafted By:  
JONATHAN A. MULLIGAN  
Assistant City Attorney

CITY OF KENOSHA, WISCONSIN  
PARK DIVISION

CONTRACT SPECIFICATIONS AND SPECIAL CONDITIONS  
FOR PRUNING TREES IN LAWN PARK AREAS

Project No. 11-1411

**WORK TO BE PERFORMED.** Work will consist of maintenance pruning work on lawn park areas and public right-of-way trees within the City of Kenosha. This includes removing debris from the site and the proper disposal thereof.

**LOCATION OF WORK.** Work will consist of tree pruning on lawn park areas and public right-of-way in the following section of the City of Kenosha.

- West of 39<sup>th</sup> Avenue and South of 60<sup>th</sup> Street including 60<sup>th</sup> Street within the City of Kenosha city limits.

All work shall be conducted in an organized manner and on a block-by-block basis. Written notification by Contractor of planned work shall be given to residents of the affected area not less than two (2) working days in advance of the schedule work, nor more than seven (7) working days in advance of the work.

Contractor must notify the City Forester of scheduled work locations not less than two (2) working days in advance of said work.

Contractor shall provide the City with a sample of the notification letter to be given to residents in the 2011 Pruning Contract area in advance of commencement of work.

The City reserves the right to change, add or delete areas or quantities as it deems to be in its best interest. The City will give notice to Contractor of the addresses or areas to be pruned.

**SCHEDULE.** Pruning operations shall commence no later than thirty (30) days after Contract has been awarded. The time limit for completion of work is December 31, 2011, with any trees within the outlined pruning area that have not been pruned, but which require pruning will be placed on future pruning contracts as no time extension will be granted.

Tree pruning shall only be performed during those seasonal periods which will not be injurious to the health and well-being of the tree or the grounds. The City of Kenosha reserves the right to define those periods when pruning will not be permitted by the Contractor. Unless otherwise authorized by the City, failure of the Contractor to comply with the approved pruning schedule shall be sufficient cause to give notice that the Contractor is in default of the Contract, and terminate said Contract.

The Kenosha Park Division may prioritize prunings at its discretion, and will give the Contractor 24 hours advance notification of any such action. These prunings may occur outside the designated contract pruning location.

**WORK HOURS.** The contractor shall schedule work between the hours of 7:00 A.M. and 6:00P.M., Monday through Saturday, unless authorized by the City to do otherwise.

**SUPERVISION.** The Contractor shall be under the direct supervision of the City or its authorized representatives. Contractor shall consult the Kenosha Park Division concerning details and scheduling of all work. Contractor must have a responsible person in charge of work at all times to whom the Park Division may issue directives, who shall accept and act upon such directives. A name, phone number and address must be made available to the Park Division of

Contractor's responsible person(s). If any incidents occur that will impact any day's work, the Park Division must be contacted as soon as possible.

**INSPECTIONS.** The contractor shall call the Kenosha Park Division at 262-653-4080 between 7:00 A.M. and 8:00 A.M. on the morning of each day work will be performed to inform the Kenosha Park Division of locations for that day's work. The Kenosha Park Division may conduct inspections of Contractor's work at any time without notification.

**PUBLIC RELATIONS.** The Park Division has notified abutting property owners of anticipated work using the "Work Notification Form".

The Park Division will provide a supply of informative leaflets at no cost to Contractor who shall distribute them to each abutting property owner and place them at each building on front of which work will occur. Contractor shall answer any questions from citizens concerning the project. Anyone asking a question that the Contractor cannot answer shall be referred to the Park Division at 262-653-4080.

**SAFETY.** Work shall conform to the most recent revision of American National Standards Institute Standard Z-133.1-2006 (Safety Requirements for Pruning, Trimming, Repairing, Maintaining, Removing Trees and for Cutting Brush). A copy of these standards is on file at the office of the Kenosha Park Division and is made a part of the Contract by this reference. Contractor is responsible for contacting Digger's Hotline (1-800-242-8511) and making sure the sites are marked prior to any stump removal.

**DISCONTINUANCE OF WORK.** The Contractor shall immediately cease any practice obviously hazardous, as determined by the City, upon receipt of either written or oral notice from the Superintendent of Parks and City Forester, or his designee.

**TREE PRUNING.** The purpose of the Tree Pruning Contract is to raise the lawn park area trees so that they are in compliance with Section 34.05 D. of the Code of General Ordinances for the City of Kenosha, Wisconsin.

All pruning shall be done in accordance with the American National Standards Institute (ANSI) Standard A300-2001.

Trees shall be pruned in such a manner as to preserve their health and maintain a natural shape. Pruning shall consist of the removal of the lower branches of a tree to provide clearance for both vehicular and pedestrian traffic. No more than one-fourth (1/4) of the foliage on a mature tree shall be removed within a growing season. Trees planted within any lawn park or public right-of-way areas that are subject to vehicular traffic shall be pruned so that any branches or foliage projecting over such areas provide a clearance of not less than thirteen and one-half (13.5') feet from the pavement. Any branches or foliage projecting over any public right-of-way areas that are subject to pedestrian or bicycle traffic shall be pruned so that any branches or foliage projecting over such areas provide a clearance of not less than eight and one-half (8.5') feet from the pavement or ground. Any deadwood within the tree shall be removed if the branch exceeds one (1) inch in diameter at its base.

Not every tree within the 2011 Pruning Contract area will require maintenance pruning. Contractor shall bypass and note trees that do not require Contract pruning.

**CLEANUP.** All debris from tree pruning shall be cleaned up each day before the work crew leaves the site, unless permission is given by the City to do otherwise. It shall be the responsibility of the Contractor to remove and dispose of in a proper and acceptable manner all logs, brush and debris resulting from tree pruning operations. Failure to do so will generate a penalty equal to the cost of cleanup by Kenosha Park Division.

**TRAFFIC CONTROL.** Traffic control shall be the total responsibility of Contractor and must be coordinated with the Public Safety Dispatcher (262-656-1234). Contractor shall be responsible for posting the streets where work is to be performed twenty-four (24) hours prior to the work's commencement. If it becomes necessary to tow parked vehicles, the Contractor shall coordinate towing with the Park Division.

**COORDINATION OF WORK.** Separate crews may work on separate streets if the streets are close to one another. Each crew must complete work on each particular block before moving to another block unless the Park Division gives permission to do otherwise.

**WORKING IN PROXIMITY TO ELECTRICAL HAZARDS.** A close inspection shall be made by the tree worker and his or her supervisor to determine whether an electrical conductor passes through a tree or passes within reach distance of the tree worker before climbing, entering or working around any tree.

Only a qualified line-clearance tree trimmer or qualified line-clearance tree trimmer trainee shall be assigned to the work if it is determined that an electrical hazard exists. A trainee shall be under the direct supervision of qualified personnel. A qualified line-clearance tree trimmer is a tree worker who, through related training and on-the-job experience, is familiar with the special techniques and hazards involved in line clearance. A trainee is a worker regularly assigned to a line-clearance tree trimming crew and undergoing on-the-job training who, in the course of such training, has demonstrated his/her ability to perform his/her duties safely at his/her level of training. (OSHA Standard 29CFR1910.)

There shall be a second qualified line-clearance tree trimmer or line-clearance tree trimmer trainee within normal voice communication during line-clearance operations aloft when:

- The line-clearance tree trimmer or line-clearance tree trimmer trainee must approach more closely than ten (10') feet (3m) to any conductor or electrical apparatus energized in excess of 750 volts;
- When branches of limbs being removed cannot first be cut (with a pole pruner/pole saw) sufficiently clear of the primary conductors and apparatus so as to avoid contact; or,
- When roping is required to remove branches or limbs from such conductors or apparatus.

All other workers shall maintain a minimum clearance of ten (10') feet (3m) from energized conductors rated 50 kV phase-to-phase or less; for conductors rated over 50 kV phase-to-phase, the minimum clearance shall be ten (10') feet plus 4/10 inches (3m plus 10mm) for each kilovolt over 59 kV.

Ladders, platforms and aerial devices, including insulated aerial devices, shall not be brought in contact with an electrical conductor.

When an aerial lift device contacts an electrical conductor, the truck supporting the aerial device shall be considered as energized, and contact with the truck shall be avoided, except where emergency rescue procedures are being carried out. Emergency rescue should only be attempted by properly trained persons familiar with electrical hazards.

**TREE DAMAGE.** Climbing iron, spurs or spikes shall not be used on trees to be pruned. Any tree damage caused by Contractor shall be repaired immediately, and at no additional expense, to the satisfaction of the City. Trees damaged beyond repair, as determined by a qualified arborist, acceptable to the City and the Contractor whose expenses shall be jointly covered by both parties, are to be removed at no expense to the City, with the stump ground to City standards, and replaced by a tree of the size and species designated at no additional expense to the City. The dollar value of such damaged tree(s), as determined by a qualified arborist,

acceptable to the City and Contractor whose expenses shall be jointly covered by both parties, shall be deducted from monies owed to the Contractor.

**PROTECTION OF OVERHEAD UTILITIES.** Tree trimming operations may be conducted in areas where overhead electric, telephone and cable television facilities exist. The Contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to his/her operations. The Contractor shall make arrangements with the utility for removal of all necessary limbs and branches which may conflict with or create a personal hazard in conducting the operations of this contract. If the Contractor has properly contacted the utility in sufficient time to arrange for the required work by the utility, delays encountered by the Contractor in waiting for the utility to complete its work shall not be the responsibility to the Contractor.

**EVIDENCE.** In all situations involving injury or property damage, Contractor shall not perform further work until photography, police reports and other evidence-gathering activities are completed. The Kenosha Park Division will supply guidelines for this situation. The Contractor shall not make any statements to anyone about which party might be liable for damages or injuries, or what caused any tree to break apart, fall, etc. All such questions shall be directed to the Kenosha Park Division at 262-653-4080.

**PAYMENTS.** Payments will be made on a monthly basis unless otherwise agreed upon between the parties. Payments will be made within fifteen (15) working days after City receives an invoice or application for payment with adequate cost breakdown to certify payment due. Payments will be on a per tree basis. Stump removal and cleanup must be completed.

**ASSIGNMENT AND SUBCONTRACTING.** No contract shall be assigned or subcontracted without the written consent of the Kenosha Park Division. In no case will consent relieve the Contractor from the Contractor's contractual obligation, nor will it change the terms of the contract. Any assignee or subcontractor approved by the Kenosha Park Division shall be required to submit Certificates of Insurance as per the Contract requirements prior to any removals.



ENGINEERING DIVISION  
MICHAEL M. LEMENS, P.E.  
DIRECTOR/CITY ENGINEER

C-5  
STREET DIVISION  
JOHN H. PRIJIC  
SUPERINTENDENT

FLEET MAINTENANCE  
MAURO LENCI  
SUPERINTENDENT

WASTE DIVISION  
ROCKY BEDNAR  
SUPERINTENDENT

PARK DIVISION  
JEFF WARNOCK  
SUPERINTENDENT

## DEPARTMENT OF PUBLIC WORKS

RONALD L. BURSEK, P.E., DIRECTOR

MUNICIPAL BUILDING • 625 - 52ND ST. • RM. 305 • KENOSHA, WI 53140  
TELEPHONE (262) 653-4050 • FAX (262) 653-4056

March 10, 2011

To: Michael Orth, Chairman  
Park Commission

From: Ronald L. Bursek, P.E.   
Director of Public Works

Subject: *Professional Service Contract for Planting Trees in Lawn Park Areas*

### **BACKGROUND INFORMATION**

The City of Kenosha Public Works – Park Division has received six proposals to complete the Planting Trees in Lawn Park Areas contract for 2011. Staff has reviewed the proposals and has chosen Paul Swartz Nursery & Garden Shop, Inc. based on their references, experience, and standard quoted rates.

The 2011 Adopted Capital Improvement Plan line item PK-93-004 has \$140,000 with \$80,000 targeted for Reforestation and \$60,000 targeted for Tree & Stump Removal. However after closer examination of the program and the increase of damaged trees due to severe weather over the last few years staff is recommending that more of the funds be allocated to Parkway Tree Removal contract.

In addition, staff is anticipating that with the increase in the funding allocation for the 2011 Tree/Stump Removal contract will allow the Park Division to eliminate the backlog that has been generated over the past few years.

### **RECOMMENDATION**

Approve the Agreement between the City of Kenosha and Paul Swartz Nursery & Garden Shop, Inc for \$33,975 to include their quote of \$29,575 with \$4,400 of contingency, authorize the Director to execute the contract and authorize the remaining funds under Tree Reforestation be used for Tree/Stump Removal. The funding for this work will be paid for out of CIP PK-93-004 Reforestation/Tree & Stump Removal.

**2011 CONTRACT TO PROVIDE TREES  
AND TO PLANT SAID TREES IN CITY LAWN PARK AREAS  
AND PUBLIC RIGHT-OF-WAY**

**By And Between**

**THE CITY OF KENOSHA, WISCONSIN,  
A Municipal Corporation  
[Through Its Department of Public Works]**

**And**

**PAUL SWARTZ NURSERY & GARDEN SHOP, INC.  
a Wisconsin Corporation**

**TOTAL CONTRACT AWARD NOT TO EXCEED \$33,975.00**

**CONTRACT AMOUNT: \$ 29,575.00**

**COMPENSATION FOR ADDITIONAL TREES AND PLANTING AS REQUIRED BY THE CITY OF KENOSHA: NOT TO EXCEED \$4,400.00**

**THIS AGREEMENT**, Made and entered into by and between the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, through its Department of Public Works, hereinafter referred to as "**CITY**", and **PAUL SWARTZ NURSERY & GARDEN SHOP, INC.**, a Wisconsin corporation, located at 30728 93<sup>rd</sup> Street, Burlington, Wisconsin, 53105 hereinafter referred to as "**CONTRACTOR**".

**W I T N E S S E T H:**

**WHEREAS**, the **CONTRACTOR** has submitted to the **CITY** a written Proposal to provide the trees and the labor and equipment to plant said trees on lawn park areas and public rights-of-way within the City of Kenosha according to the Specifications and Special Conditions contained in the Request for Proposal; and,

**WHEREAS**, the **CITY** has accepted the Proposal effective upon the **CONTRACTOR** entering into and abiding by the terms and conditions of this Contract; and,

**WHEREAS**, the parties understand that this Contract is not a public construction contract under Wisconsin Law.

**NOW, THEREFORE**, in consideration of the mutual undertakings, promises, agreements, understandings hereinafter set forth, and good and valuable consideration, the sufficiency of which is hereby acknowledged, the **CITY** and the **CONTRACTOR** agree as follows:

**1. DEFINITIONS.**

a. "**CONTRACT**" means this executed Contract to Provide Trees and to Plant Said Trees in City Lawn Park Areas and Public Right-of-Way. The following documents comprise the complete Contract: Request for Proposal, Proposal, Executed Contract, Specifications and Special Conditions, Certificates of Insurance, Affidavit of Organization and Authority and Careful Inspection of Site and Preparation of Proposal, List of Subcontractors and Major Suppliers, Determination of City Representative in Charge of Project, Change

Orders, Affidavit Respecting Construction Lien Waivers/Releases, Contract notices and such other documents as are referenced herein. Any of such documents which are not physically attached to this Contract are on file in the Department of Public Works and Park Division, and are incorporated into this Contract by reference.

b. **“CONTRACTOR”** shall mean **PAUL SWARTZ NURSERY & GARDEN SHOP, INC.** and any subcontractors approved by the **CITY**.

c. **“FORESTER”** shall mean the Forester of the City of Kenosha within the Park Division, and includes designees.

d. **“OVERPAYMENT”** means any money the **CONTRACTOR** received which the **CONTRACTOR** was not entitled to receive under this Agreement, including, but not limited to, excess payment made in error and payment for defective and/or rejected Work which was not redone or replaced and accepted by the **CITY**.

e. **“WORK”** means any contractual endeavor undertaken by the **CONTRACTOR** or its approved subcontractors to fulfill the terms of this Contract, including, but not limited to, the providing of labor, service, materials, the oversight of approved subcontractors, and the disposal and dumping of materials and debris arising out of the endeavor.

f. **“WORKING DAY”** means a calendar day, excluding weekends and legal holidays.

2. **WORK TO BE PERFORMED BY THE CONTRACTOR AND PRICE/COST.** The **CONTRACTOR**, for the sum of Twenty Nine Thousand, Five Hundred Seventy-Five Dollars (\$29,575.00), will perform and complete, or will cause to be performed and completed, all Work in a good and workmanlike manner, and it will do so in accordance with and subject to the provisions of this Contract. In addition, **CONTRACTOR** will provide additional trees and perform additional services as directed by the **CITY** and as otherwise authorized in the Proposal subject to the additional unit price compensation identified in the Proposal not to exceed an additional Four Thousand Four Hundred Dollars (\$4,400.00). In the event of a conflict between the Request for Proposal, the Proposal and this Contract, the terms and conditions of this Contract shall control and supersede the other documents. The Work comprises the planting of trees specified in Exhibit “A” in accordance with the Specifications and Special Conditions in Exhibit “B”, which Exhibits are attached hereto and incorporated herein by reference. The Specifications and Special Conditions will control and supersede an inconsistent provision in this Contract.

3. **COMMENCEMENT AND DILIGENT PROSECUTION OF WORK.** The **CONTRACTOR** will commence work within five (5) working days following execution of Contract and Notice to Proceed, and will prosecute the Work diligently until fully complete in accordance with this Contract. The **CONTRACTOR** shall complete the Work within the Contract term.

The **CONTRACTOR**, in the event of a dispute respecting quantity or quality of the Work, shall not refuse to perform the Work and shall not delay the performance of the Work pending the resolution of said dispute.

The **CONTRACTOR** has the duty of requesting an extension of time to complete the Work from the **FORESTER**, in writing, prior to the time for Contract completion, where the progress of the Work was delayed, such that the Work will not be completed on time, and the **CONTRACTOR** was not responsible for such delay. Should the **FORESTER** grant an extension, the **CONTRACTOR** will not be liable for liquidated damages arising out of the delay. Should the **FORESTER** determine that the Work will not be completed on schedule through normal methods and where no request for an extension has been requested, or if requested, such request was not justified, the **FORESTER** shall provide the **CONTRACTOR** with

written notice requiring the **CONTRACTOR** to take such extraordinary measures as may be required to complete the Work on time, or as close to on time as possible. The failure of the **CONTRACTOR** to take such extraordinary measures shall be grounds for the **CITY** to suspend the Work by the **CONTRACTOR** and take such other measures as will assure completion of the Work within the Contract time, or if that is impossible, within a reasonable time. However, nothing contained herein shall prevent the **FORESTER** from stopping the **CONTRACTOR** from proceeding with the Work beyond the time set for the completion date where the completion date was not extended.

4. **CONTRACT TERM.** The term of this Contract shall be from the date of execution until each of the following:
  - a. Respecting Work, until completion and acceptance, or November 30, 2011, whichever is earlier.
  - b. Respecting warranty, until expiration of warranty term.
  - c. Respecting Indemnity and Hold Harmless Agreement and Liability Insurance, until claims filed, if any, are resolved, or expiration of applicable statutes of limitations where no claims were filed.
5. **TERMINATION FOR CAUSE.** In the event either party should fail to fulfill in a timely manner its obligation under this Contract, the non-breaching party shall have the right to terminate this Contract by giving a ten (10) day written notice to the breaching party of such breach and specifying the date of the termination, if the breaching party has not timely rectified and remedied the purported breach to the satisfaction of the party that gave notice of the breach.

The **CONTRACTOR** shall perform no new or additional Work upon receipt of a notice of termination without the advance, written permission of the **FORESTER**, except as necessary to cure the default, but not beyond the ten (10) day period to cure.

6. **FORESTER'S DECISION FINAL.** Should any dispute arise at any time between the **CONTRACTOR** and the **CITY** as to the true meaning or requirements of this Contract, or as to the manner of execution of the Work, or as to the quality of the Work executed, or as to the quality or quantity of materials used, or as to the timely completion of the Work, the decision of the **FORESTER** shall be final and conclusive, until and unless set aside by a Court of law.

The **CONTRACTOR** agrees that should any decision of the **FORESTER** be challenged in Court, the Court may only set aside a decision of the **FORESTER** if it is wholly arbitrary and capricious and/or made in complete disregard of undisputed facts.

7. **METHODS, LABOR, EQUIPMENT, MATERIALS AND SUPPLIES.** The **CONTRACTOR** shall select such methods and equipment for the performance of all operations connected with the Work as will assure professional quality of the Work and a rate of progress which will assure the timely completion of the Work. The **CONTRACTOR** is responsible for furnishing all labor, equipment, material and supplies required to perform the Work.
8. **SUSPENSION OF WORK BY THE CITY.** The **FORESTER** shall have authority to suspend the Work where he/she believes that the **CONTRACTOR** is not performing the Work in accordance with this Contract. The **CONTRACTOR** shall have no right to additional compensation for delay or a right to an extension of time to complete the Work where the Work is suspended by the **FORESTER**.
9. **INJUNCTIONS.** Should a preliminary or temporary injunction suspend the Work for a period of time, the deadline for completion of the Work shall be extended by such time as the preliminary or temporary injunction was in effect. In the event a permanent injunction or Court order or judgment prohibits the Work, this Contract shall be null and void as of the date such injunction or Court order or judgment becomes final,

although the **CONTRACTOR** shall be entitled to reasonable compensation for the Work performed to that date. In the event a permanent injunction, Court order or judgment reduces the scope of the Work, this Contract shall be deemed modified in accordance therewith and compensation of the **CONTRACTOR** shall be proportionately reduced to reflect the decrease in the scope of the Work.

10. **CHANGE ORDERS FOR ADDITIONAL WORK, ADJUSTMENT IN PRICE.** The **CONTRACTOR** does not have the discretion to refuse to comply with a Change Order to increase the scope of the Work identified in the **CITY** Request for Proposal. Increases in the scope of the Work shall result in a determination of the **CONTRACTOR'S** additional compensation based upon good faith negotiation, with the Contract as a guideline. Change Orders must be approved by the **FORESTER** on behalf of the **CITY**, and by the **CONTRACTOR**, and upon approval and execution, shall be considered a Contract amendment, to be kept on file in the **CITY** Department of Public Works and Park Division, and incorporated into this Contract by reference. Should the **CONTRACTOR** refuse to sign a Change Order under circumstances where there is no discretion to do so, said Change Order will be in full force and effect without said signature, provided the **FORESTER** attaches thereto a written report so indicating.
11. **WAIVER OF RIGHTS.** 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 of 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.
12. **SUBCONTRACTORS, MAJOR SUPPLIERS, AND DUMPING OR DISPOSAL SITES.** The **CONTRACTOR** will only use subcontractors, major suppliers and dumping or disposal sites, which are listed in this Contract. Any changes in subcontractors, major suppliers and dumping or disposal sites must be approved by the **FORESTER**. The **CONTRACTOR** is responsible for the Work of subcontractors and for delays in the Work occasioned thereby. The **CONTRACTOR** has a duty to remove and replace subcontractors whose involvement in the Work will result in a breach of this Contract.
13. **CONTROL AND PROTECTION OF WORK SITE.** The **CONTRACTOR** shall be responsible for the control and protection of the work site from commencement of the Work until the Work is completed.
14. **WARRANTY.** The **CONTRACTOR** will replace any Work which is defective or not in conformity with this Contract at no cost to the **CITY** for a period of one (1) year after final acceptance of the Work by the **CITY**.
15. **CITY COOPERATION.** The **CITY** will reasonably cooperate with the **CONTRACTOR** to facilitate the **CONTRACTOR'S** performance of the Work. The **CITY** will physically mark trees to be removed and notify the **CONTRACTOR** of the nature of the markings. The **CONTRACTOR** will provide reasonable notice to the **CITY** when the assistance thereof is requested. However, the **CITY** has no obligation to supervise or perform any part of the Work.
16. **GOVERNMENTAL PERMITS AND APPROVALS.** The **CONTRACTOR** is authorized to perform the work under this Contract without obtaining a separate permit from the **FORESTER** or a Street Obstruction Permit.

17. **LAWS, RULES AND REGULATIONS.** The **CONTRACTOR** shall comply with all Federal, State and local laws, rules and regulations applicable to the performance of this Contract and the Work. This Contract shall be deemed made in and construed under the laws of the State of Wisconsin.
18. **CONTRACTOR'S EMPLOYEES AND ON-SITE REPRESENTATIVES.** Although the **CONTRACTOR** performs the Work as an independent Contractor, the **FORESTER** shall have the right to request the **CONTRACTOR** to remove and replace any of the **CONTRACTOR'S** employees involved in the Work when said employee does not furnish quality workmanship or is uncooperative with or disrespectful to any **CITY** personnel associated with the Work. The **CONTRACTOR** will comply with any reasonable request.
- The **CONTRACTOR**, at all times when the Work is being performed, shall assign an employee or agent on the work site to be the person to whom the **FORESTER** may furnish instructions or orders, or make inquiries of at all times when the Work is being performed. The name of such employee or agent shall be submitted to the **FORESTER** in writing, upon commencement of the Work.
19. **SANITATION AND HEALTH.** The **CONTRACTOR** has the obligation of arranging for drinking water and sanitary conveniences for employees, subcontractors, suppliers, and agents thereof and for taking work site precautions as will deter the spread of infectious diseases. The **CONTRACTOR** shall not use materials in such manner as to pose a health hazard. The **CONTRACTOR** shall obey all lawful orders received from a County Health Department Sanitarian, or from any duly authorized employee of any Federal or State agency having jurisdiction over employee or public health, safety or welfare.
20. **INSPECTION.** The **CITY** has the right, at its cost and expense, to assign or retain inspectors to determine that the Work is performed in conformance with this Contract. Only the **FORESTER** can reject the Work. The use of inspectors by the **CITY** shall not relieve the **CONTRACTOR** of the duty of making its own inspections and of itself rejecting improper or defective Work, by its employees, subcontractors, suppliers and agents. The failure of a **CITY** inspector to notice or reject improper or defective Work shall not waive any rights of the **FORESTER** to have the **CONTRACTOR** take corrective action at the **CONTRACTOR'S** cost and expense to remedy such deficiencies or defects when discovered. The use of **CITY** inspectors shall not relieve the **CONTRACTOR** of its duty to maintain a safe workplace.
21. **WORKMANSHIP.** Workmanship shall conform to the best standard practice of a given trade in Southeastern Wisconsin. Equipment, procedures and materials used must be suitable to and compatible with the nature of the Work, the work site and prevailing year round weather conditions that affect the Work and the work site.
22. **UTILITIES.** The **CONTRACTOR** has the obligation of contacting Digger's Hotline to obtain utility locations, clearances, hookups, or cutoffs prior to any tree planting.
23. **CLEANUP.** The **CONTRACTOR** shall at all times keep all areas related to the Work, including all rights-of-way, easements, streets, highways, alleys and private or public property adjacent to the work site, in a clean and sanitary condition, free from any rubbish, debris, surplus or waste materials that have accumulated as a result of the Work.

Within twenty-four (24) hours after the completion of the Planting Process of a specified tree, the **CONTRACTOR** shall remove all surplus materials, tools, equipment or plants, leaving the work site and the sites of easements and areas related to the Work, unobstructed, clean and sanitary, ready for their intended use and in as safe a condition as their nature will reasonably permit. Should the **CONTRACTOR** neglect any such duty, the **FORESTER** may cause any such Work to be performed at the **CONTRACTOR'S** cost and expense.

- 24. PAYMENT OF EMPLOYEES, SUBCONTRACTORS AND SUPPLIERS.** The **CONTRACTOR** shall promptly pay all employees, subcontractors and suppliers for all work, labor, services, supplies, or materials which they may directly or indirectly furnish in the fulfillment of this Contract and the **CONTRACTOR** shall secure, as soon as possible, a waiver of liens or the release of any and all liens which may attach as a result of the Work. The **CONTRACTOR**, as a condition of payment, shall execute an Affidavit Respecting Construction Lien Waivers/Releases and file such document with the **CITY** Director of Public Works.
- 25. LIQUIDATED DAMAGES FOR DELAYS IN CONTRACT COMPLETION.** In the event that the **CONTRACTOR** fails to fully and completely perform the Work within the Contract term, the **CONTRACTOR** shall pay to the **CITY** for such default the sum of One Hundred Dollars (\$100.00) per day, for each and every day's delay in the fulfillment of this Contract provision. This sum shall be considered and treated not as a penalty, but as fixed, agreed and liquidated damages due the **CITY** from the **CONTRACTOR**.
- 26. RIGHTS OF CITY UPON CONTRACTOR DEFAULT.** The **CONTRACTOR** recognizes the right of the **CITY** to suspend the Work, to order the revision of nonconforming Work, to re-let all or part of the Work, or to itself perform the Work as may be required to ensure the timely completion of the Work or to replace improper or defective Work, as determined necessary by the **FORESTER**. No provision of this Paragraph 26 may be construed to relieve the **CONTRACTOR** of its obligations under this Contract.
- 27. OVERPAYMENTS AND SETOFFS UNRELATED TO THE CONTRACT.** The **CONTRACTOR** will promptly, upon receipt of written demand from the **CITY** Director of Public Works, refund any overpayments received thereby. Should the **CONTRACTOR** not comply with said request within thirty (30) days of receipt of written notice, the **CONTRACTOR** shall pay the **CITY** interest for said amount at the rate of one and one-half percent (1.5%) per month on the unpaid balance, until paid in full. Should the **CONTRACTOR** owe the **CITY** any money which is lawfully due and payable on any account receivable or on any personal property tax, forfeiture or fee, whether or not related to the Work under this Contract, the **CONTRACTOR** authorizes the **CITY** to deduct said amount from any payment due the **CONTRACTOR** hereunder.
- 28. SAFETY PRECAUTIONS.** The **CONTRACTOR**, during the performance of the Work, shall assume control of the work site and put up and properly maintain, at the **CONTRACTOR'S** cost and expense, adequate barriers, warning signs, lights and such other devices and take such measures as will make the work site as safe as the nature of the premises will reasonably permit to protect frequenters as well as persons using abutting private or public property, from any and all dangers associated with the Work, during both day and night hours. The **FORESTER** may order the **CONTRACTOR**, by a time or date, to take designated safety measures and the failure of the **CONTRACTOR** to promptly obey said order shall result in liquidated damages of Five Hundred Dollars (\$500.00) per day for each day said order is not complied with. The **CONTRACTOR** shall be fully responsible for making the work site as safe as its nature will reasonably permit and may not rely upon any inspections, instructions or orders of the **FORESTER** or the **CITY** inspectors or lack thereof, in this regard. The **CONTRACTOR** has an obligation to check warning and safety devices on a daily basis.
- 29. PAYMENT – ACCEPTANCE OF THE WORK.** Payment shall be made by the **CITY** on a monthly basis upon submission of an invoice for completed Work to the **CITY** Director of Public Works, within fifteen (15) days after the **FORESTER** executed a document accepting the Work as being performed in accordance with this Contract, subject to the following:
- a. The **CITY** may withhold payment if the **CONTRACTOR** is not in compliance with any order issued by the **FORESTER**. Payment will be reduced by the amount of any claim which the **CITY** may have against the **CONTRACTOR** for improper, defective, or rejected Work, liquidated damages due to delay in the

schedule of time for the Work completion, or in taking safety precautions, by the amount of setoffs authorized by this Contract, or for any other primary liability of the **CONTRACTOR** for which the **CITY** could be secondarily liable, which secondary liability was not assumed by the **CITY** under this Contract.

b. Work shall not be accepted by the **FORESTER** until all employees, subcontractors and suppliers have been fully paid for all work, labor, services, supplies or materials provided thereby, and affidavits, lien waivers or releases have been procured and filed with the **CITY** Director of Public Works.

30. **INDEPENDENT CONTRACTORS, WORKERS AND UNEMPLOYMENT COMPENSATION.** The **CONTRACTOR** acknowledges that it is an independent contractor and that its employees and agents are not the employees of the **CITY** for purposes of Worker's and Unemployment Compensation or any other purpose. The **CONTRACTOR** shall be responsible for Worker's and Unemployment Compensation with respect to its employees.
31. **PROHIBITIONS AS TO ASSIGNMENT, SUBCONTRACTING AND JOINT VENTURES.** The **CONTRACTOR** may not assign this Contract, enter into a joint enterprise or sublet any Work without the express written approval of the **FORESTER**, and the **CITY** is not liable for any cost and expenses arising therefrom. Listed subcontractors, major suppliers, and dumping and disposal sites are excepted from this prohibition. An unlawful assignment, joint enterprise or subletting shall render this Contract voidable by the **FORESTER** as of the date thereof, and the **CITY** will not be obligated to pay to the **CONTRACTOR** any money for any Work performed by an unauthorized party. If this contract is voided, the **CONTRACTOR** will continue to be responsible for maintaining the safety of the work site until relieved of this obligation by the **FORESTER** or until another contractor takes possession of the work site. The **CONTRACTOR** will be responsible for any cost, loss, expense, attorney fees, or damages the **CITY** may incur in enforcing this provision.
32. **INDEMNITY AND HOLD HARMLESS AGREEMENT.** The **CONTRACTOR** agrees that it will defend, indemnify and hold harmless the **CITY** and its officers, agents, employees and representatives, from and against any and all liability, loss, charges, damages, claims, judgments, costs, expenses or attorney fees, which they may hereafter sustain, incur or be required to pay as a result of any action taken or not taken by the **CITY** or its officers, agents, employees or representatives to supervise or oversee the adequacy of safety precautions taken by the **CONTRACTOR** or as a result of the willful or negligent act or omission of the **CONTRACTOR** and its subcontractors, suppliers, assigns, employees, officers, agents or representatives, or resulting from the **CONTRACTOR'S** failure to perform or observe any of the terms, covenants and conditions of this Contract, should any person or party, as a result thereof, suffer or sustain personal injury, death or property loss or damage, or a violation of any other right protected by law.
33. **INSURANCE.** The **CONTRACTOR** prior to performing the Work and during the Contract term, shall carry the insurance policies in the following minimum limits, which shall be written and enforceable in accordance with the laws of the State of Wisconsin.
- Commercial General Liability: General Aggregate – One Million (\$1,000,000.00) Dollars; each occurrence – One Million (\$1,000,000.00) Dollars.
  - Automobile Liability :
    - ◆ Bodily Injury per Person – One Million (\$1,000,000.00) Dollars;
    - ◆ Bodily Injury per Accident – One Million (\$1,000,000.00) Dollars;
    - ◆ Property Damage – Two Hundred Thousand (\$200,000.00) Dollars; OR a combined single limit of One Million (\$1,000,000.00) Dollars.
  - Worker's Compensation: Statutory limits.
- Said insurance coverage shall be verified by a Certificate of Insurance issued to the **CITY**, which shall provide that should any of the described policies be cancelled or terminated before the expiration date thereof, the issuing company will endeavor to mail thirty (30) days written notice to the **CITY**.

34. **COOPERATION.** The **CONTRACTOR** shall permit **CITY** employees and representatives to have reasonable access to the work site at all times.
35. **SEVERABILITY.** It is mutually agreed that in case any provision of this Contract is determined by a Court of law to be unconstitutional, illegal or unenforceable, then it is the intention of the parties that all other provisions of this Contract shall remain in full force and effect.
36. **NONDISCRIMINATION.** In the performance of the Work under this Contract, the **CONTRACTOR** agrees not to discriminate against any employee or applicant for employment contrary to any Federal, State or local law, rule or regulation, because of race, religion, marital status, age, creed, color, sex, handicap, national origin or ancestry, sexual orientation, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, political beliefs, or student status. The Work is to be performed in accordance with the Federal Americans With Disabilities Act.
37. **NO THIRD PARTY BENEFICIARIES.** This Contract is intended to be solely for the benefit of the parties hereto.
38. **FULL AGREEMENT – MODIFICATION.** This Contract shall be the full and complete agreement and understanding of the parties and shall supersede all oral or written statements or documents, inconsistent herewith. This Contract can be modified, in writing, by the mutual agreement of the parties, said amendment to be attached and incorporated herein, it being expressly understood that the **CITY** Director of Public Works must approve any amendment of this Contract.
39. **NOTICES.** Notices required by or relevant to this Contract shall be furnished by the **CONTRACTOR** to the **CITY** by personal service or by certified mail with return receipt, sent or delivered to the **FORESTER**, Director of Public Works and the City Clerk at the Municipal Building, 625 – 52<sup>nd</sup> Street, Kenosha, Wisconsin 53140, with a copy to the City Attorney at the foregoing address.

Notices required by or relevant to this Contract shall be furnished by the **CITY** to the **CONTRACTOR** by personal service or by certified mail with return receipt sent or delivered to:

Paul Swartz Nursery & Garden Shop, Inc.  
30728 93<sup>rd</sup> Street  
Burlington, WI 53105

40. **EXECUTION AUTHORITY.** **CITY AND CONTRACTOR** each certify that they have authority under their respective organizational structure and governing laws to execute this Contract.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Contract on the dates given below.

**CITY OF KENOSHA, WISCONSIN,  
A Municipal Corporation**

BY: \_\_\_\_\_  
RONALD BURSEK, Director,  
Department of Public Works  
Date: \_\_\_\_\_

BY: \_\_\_\_\_  
DIRK NELSON, City Forester  
Date: \_\_\_\_\_

STATE OF WISCONSIN)  
: SS.  
COUNTY OF KENOSHA)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, **RONALD BURSEK, Director of Public Works**, and **DIRK NELSON, City Forester**, of the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, to me known to be such Director of Public Works and City Forester of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said City, by its authority.

\_\_\_\_\_  
Notary Public, Kenosha County, WI.  
My Commission expires/is: \_\_\_\_\_



2011 KENOSHA STREET TREES, EXHIBIT A

COMMON NAME	BOTANICAL NAME	SIZE	ROOT	QTY.	UNIT PRICE	TOTAL COST
Chanticleer Callery Pear	pyrus calleryana "Chanticleer"	2"	B&B	25	\$160.00	\$4,000.00
Japanese Tree Lilac	syringa reticulata "Ivory Silk" tree form	2"	B&B	15	\$165.00	\$2,475.00
Skyline Honeylocust	gleditsia Triacanthos enermis	2"	B&B	20	\$175.00	\$3,500.00
Red Jewel Crabapple	malus "Jewelcole"	2"	B&B	20	\$145.00	\$2,900.00
Silver Linden	tilia tomentosa	2"	B&B	30	\$165.00	\$4,950.00
Miyabei Maple	acer miyabei	2"	B&B	20	\$170.00	\$3,400.00
Autumn Blaze Maple	acer x freemanii "Jeffersred"	2"	B&B	40	\$165.00	\$6,600.00
Tuliptree	liriodendron tulipifera	2"	B&B	10	\$170.00	\$1,700.00
					Street Occupancy Permit	\$50.00
					<b>Total</b>	<b>\$29,575.00</b>

CITY OF KENOSHA, WISCONSIN  
PARK DIVISION

CONTRACT SPECIFICATIONS AND SPECIAL CONDITIONS  
FOR PLANTING TREES IN LAWN PARK AREAS

Project No. 11-1412

**WORK TO BE PERFORMED.** Work will consist of tree providing and planting trees on lawn park areas and public right-of-way within the City of Kenosha. This shall include removing debris from the site and the proper disposal thereof. All labor, supervision, equipment, and materials necessary for the execution of the work shall be provided by the Contractor at no additional cost to the City.

**LOCATION OF WORK.** Work will consist of tree planting on lawn park areas and public right-of-way, within the City of Kenosha. Total trees to be planted may be up to approximately one hundred eighty (180). The Contractor shall be given planting locations lists on a monthly basis, or as planting locations become available.

**SUPERVISION.** Contractor shall consult the Kenosha Park Division concerning details and scheduling of all work. Contractor must have a responsible person in charge at all times to whom the Kenosha Park Division may issue directives, who shall accept and act upon such directives. A name, phone number and address must be made available to the Kenosha Park Division of Contractor's responsible person(s).

**INSPECTIONS.** The contractor shall call the Kenosha Park Division at 262-653-4080 between 7:00 A.M. and 8:00 A.M. on the morning of each day work will be performed to inform the Kenosha Park Division of locations for that day's work. The Kenosha Park Division may conduct inspections of Contractor's work at any time without notification.

**SAFETY.** Contractor shall be responsible for contacting Digger's Hotline (1-800-242-8511) and making sure the sites are marked prior to any tree planting.

**SCHEDULE.** Planting operations shall commence no later than May 15, 2011 and the time limit for completion of work is November 30, 2011, with any outstanding tree plantings that have not occurred being placed on future planting contracts where no time extension is granted. The Kenosha Park Division may prioritize the plantings and redirect the Contractor having given a reasonable lead time to make the changes in scheduling.

**WORK HOURS.** The contractor shall schedule work between the hours of 7:00 A.M. and 6:00P.M., Monday through Saturday, unless authorized by the City to do otherwise.

**DISCONTINUANCE OF WORK.** The Contractor shall immediately cease any practice obviously hazardous, as determined by the City, upon receipt of either written or oral notice from the City Forester, or his designee.

**APPLICABLE SPECIFICATIONS AND STANDARDS.** *American Standard for Nursery Stock, ANS Z60.1*, Current Edition. American Nursery and Landscape Association, 1000 Vermont Avenue, N.W., Suite 300, Washington D.C. 20005.

**MATERIALS.** All plant material shall conform to American Standard for Nursery Stock. Plants shall be true to species and variety specified, and nursery grown in accordance with good horticultural practices under climatic conditions similar to those in the locality of the planting sites. Trees shall conform

to the measurement specified unless approved in writing by the City. Use of larger plants shall not increase the price to the City. Substitutions of plant material will not be permitted unless authorized in writing by the Kenosha Park Division. The attached Exhibit "A" notes the species, numbers and sizes of trees to be planted under this contract.

Mulching material shall consist of aged or composted wood chips or shredded bark and shall be free of material injurious to plant growth. Wood chips shall be one-eighth (1/8") inch nominal thickness, with at least fifty (50%) percent having an area of not less than one (1 sq. in.) square inch, and no piece having an area of more than six (6 sq. in.) square inches.

Water shall be supplied by the Contractor for the initial watering and be suitable for irrigation and free from ingredients harmful to plant life.

**CERTIFICATION.** All plant materials, shipments, and deliveries shall comply with State and Federal laws and regulations governing the inspection, shipping, selling, and handling of plant stock. A certificate of inspection, or a copy thereof, for injurious insects, plant diseases and other plant pests shall be made available upon request. The certificate shall bear the name and address of the source of the plant stock.

**TRANSPORTATION AND STORAGE OF PLANT MATERIAL.** During transportation of plant material, care shall be taken to prevent injury and drying out of the trees. Should the roots be dried out, large branches torn, broken balls of earth broken or loosened, or areas of bark torn, the City may reject the injured tree(s) and order them replaced at no additional cost to the City.

Plants must be protected at all times from the sun or drying winds. Those that cannot be planted immediately upon delivery shall be kept in the shade, well-protected, with the root balls covered with wood chips or other acceptable material, and kept well watered.

**EXCAVATION OF PLANTING AREAS.** The contractor shall notify Digger's Hotline to verify the location of underground utilities prior to each excavation. The Contractor shall be responsible for assuring that utility marking is complete before planting begins. The Contractor shall be responsible for all damages resulting from neglect or failure to comply with this requirement.

The City Forester shall be notified after the site is marked by Digger's Hotline to locate the tree on the lawn park area. The City will mark the planting site with a white "T" where the tree(s) shall be planted no later than two (2) working days after such notification.

Excavated planting holes that will not be planted with a new tree may pose an immediate and considerable hazard to the public. These open holes shall be adequately barricaded with appropriate warning devices.

Where soil conditions or below ground obstructions which cannot be remedied are encountered, the Kenosha Park Division will designate alternate planting locations. The Kenosha Park Division will incur any costs associated with such relocation.

**PLANTING OPERATIONS.** Trees must be protected from excessive vibrations. Trees shall not be thrown or bounced off a truck or loader to the ground. Trees shall not be dragged, lifted, or pulled by the trunk or foliage parts in a manner that will loosen the roots in the ball.

Trees shall be set with the top of the root collar at or slightly above finished grade. Trees shall be set so they will be at the same depth one (1) year after planting.

After the tree has been set and one-half of the backfilling is completed to support the root ball, strings, wire baskets, burlap and other wrappings shall be removed from the top one-half of the root ball. The balance of the wrappings may be left intact around the bottom half of the root ball. If the root collar is deep in the ball, excess soil shall be removed away from the trunk using hands, not tools.

Planting holes shall be backfilled with excavated soil. When the holes are approximately two-thirds (2/3) full, they shall be thoroughly watered to eliminate air pockets. After this initial watering, excavated soil shall be installed to the top of the hole and watered. Puddled soil conditions shall be prevented by avoiding compaction once the soil is wet.

All trees shall be mulched over the root system with a three (3") inch to four (4") inch layer of aged wood chips or shredded bark immediately after planting. Mulching material shall be pulled back no less than three (3") inches and no more than six (6") inches from the trunk.

Plants shall be thoroughly watered after planting to nursery standards. Contractor is responsible for initial watering that shall be completed the day of planting.

All twine, rope, transit guards, or wrappings, ribbons, and plant labels secured around the trunk or branches shall be removed after planting is complete.

**CLEANUP.** Soil, branches and wrapping materials, rejected trees or other debris resulting from any tree planting shall be promptly cleaned up and removed. The work area shall be kept safe and neat at all times until the cleanup operation is completed. Under no circumstances shall the accumulation of soil, branches or other debris be allowed upon a public property in such a manner as to result in a public hazard.

**GUARANTEED PERIOD AND PLACEMENT.** The Contractor shall guarantee that all trees are healthy and in a flourishing condition for one (1) year from the date of acceptance. The guarantee does not include vandalism, storm damage, animal damage, or mechanical damage unrelated to Contractor's activities.

The Contractor shall remove and replace, without cost, and as soon as weather conditions permit, all plants not in a healthy and flourishing condition as determined by the Kenosha Park Division at any time during the guarantee period. Replacements shall be subject to all requirements stated in this specification.

**EVIDENCE.** In all situations involving injury or property damage, Contractor shall not perform further work until photography, police reports and other evidence-gathering activities are completed. The Kenosha Park Division will supply guidelines for this situation. The Contractor shall not make any statements to anyone regarding liability for damages or injuries, or the cause of the situation. All such questions shall be directed to the Kenosha Park Division at 262-653-4080.

**PAYMENTS.** Payments will be made on a monthly basis unless otherwise agreed upon between the parties. Payments will be made within fifteen (15) working days after City receives an invoice or application for payment, with adequate cost breakdown to certify payment due. Payments will be on a per tree basis.

**ASSIGNMENT AND SUBCONTRACTING.** No contract shall be assigned or subcontracted without the written consent of the Kenosha Park Division. In no case will consent relieve the

Contractor from the Contractor's contractual obligation, nor will it change the terms of the contract. Any assignee or subcontractor approved by the Kenosha Park Division shall be required to submit Certificates of Insurance as per the Contract requirements prior to any plantings.

**BROWNFIELDS GRANT CONTRACT**  
**BETWEEN THE**  
**WISCONSIN DEPARTMENT OF COMMERCE**  
**AND**  
**THE CITY OF KENOSHA**

This Contract is entered into by and between the Wisconsin Department of Commerce ("Department") and the City of Kenosha ("Recipient").

**Witnesseth**

**WHEREAS**, the Recipient has applied to the Department for economic development assistance under the Brownfields Grant (BG) program, as established by Section 560.13 of the Wisconsin Statutes, to undertake activities consistent with the program requirements; and

**WHEREAS**, the Recipient has been determined to meet the eligibility requirements and comply with all other requirements under Section 560.13 of the Wisconsin Statutes for awarding a grant under that section;

**WHEREAS**, on December 29, 2010 the Department, relying upon the representations in the Recipient's Application, agreed to grant up to One Million dollars (\$1,000,000) to the Recipient to be utilized in accordance with the terms and conditions of this Contract;

**NOW, THEREFORE**, for valid consideration, the receipt of which is hereby acknowledged, and in consideration for the promises and covenants in this Contract, the Department and Recipient agree as follows:

1. **Definitions.** For purposes of this Contract, the following terms shall have the meanings set forth below.
  - (a) "Application" means the Brownfields Grant application submitted by the Recipient.
  - (b) "BG" means the Brownfields Grant program.
  - (c) "Brownfields" mean abandoned, idle or underused industrial or commercial facilities or sites, the expansion or redevelopment of which is adversely affected by actual or perceived environmental contamination.

- (d) “Contract” means this Brownfields Grant Contract between the Department and the Recipient, together with any future amendments thereto. The term of this Contract shall be until the Recipient's obligations hereunder are fulfilled as determined by the Department.
- (e) “Department” means the Wisconsin Department of Commerce, together with its lawful successors and assigns.
- (f) “Effective Date” means the date this Contract is executed by the Department.
- (g) “Eligible Project Costs” mean all costs and expenditures, outlined in Exhibit A, actually incurred by the Recipient in connection with the Project between December 29, 2010 and December 31, 2013 excepting only Soft Costs. Eligible Project Costs shall be performed by a qualified, independent third party that is acceptable to Commerce.
- (h) “New Full-Time Position” means any permanent, full-time Position where an employee is required, as a condition of employment, to work at least 40 hours per week and 2,080 hours per year including paid leave and holidays. The term "Full-Time Position" does not include temporary, seasonal or part-time employees.
- (i) “PECFA” means the Petroleum Environmental Cleanup Fund Act.
- (j) “Project” means the brownfields redevelopment or environmental remediation activities undertaken on the brownfield facility or site described in Exhibit A.
- (k) “Recipient” means the City of Kenosha together with its lawful successors and assigns.
- (l) “Soft Costs” mean relocation costs, legal and accounting fees, insurance premiums, commitment fees, appraisal fees, loan application fees, contingency fees, loan interest, and project administration costs incurred by the Recipient.

2. **The Department's Grant Obligations.**

- (a) Subject to the terms and conditions set forth in this Contract, including the Recipient's satisfaction of the contingencies in Section 4, the Department shall grant BG funds to the Recipient for Eligible Project Costs.

3. **The Recipient's Grant Obligations.**

- (a) The Recipient shall perform all the Recipient's obligations under the terms and conditions of this Contract including the completion of the Project as described in the Application and summarized in Exhibit A.
- (b) The Recipient shall contribute a Project match in accordance with Exhibit A and shall be responsible for payment of any and all cost overruns necessary to complete the Project.
- (c) The Recipient shall notify Commerce in writing within thirty (30) days of any event or occurrence that may adversely impact the completion of the project as presented in Recipient's application. Adverse impacts consist of but are not limited to lawsuits, regulatory intervention, and inadequate capital to complete the project.
- (d) The Recipient shall comply with all applicable laws including but not limited to environmental laws.

4. **The Department's Contingencies.** The Department's obligation to grant BG funds to the Recipient shall be contingent upon satisfaction of the following contingencies to the reasonable satisfaction of the Department:

- (a) The representations and warranties of the Recipient herein and in the Application shall be true and accurate as of the Effective Date.
- (b) As of the Effective Date, the Recipient shall not be in default under the terms of any loan agreements, leases or financing agreements, with any creditor.
- (c) On or before the Effective Date, the Recipient shall execute and deliver to the Department, the Contract and all other related grant documents.
- (d) On or before the Effective Date, the Recipient shall execute and deliver the following documents to the Department:
  - 1. A statement certifying that the Recipient is not in default under the terms and conditions of any loan agreements, leases, or financing arrangements with any creditor.
  - 2. Proof of insurance, in form and substance specified in Section 6, and from insurance companies reasonably satisfactory to the Department.
  - 3. Such other documents as reasonably may be required by the Department to implement the terms of this Contract.

- (e) Prior to the disbursement of any grant funds, the Recipient shall deliver to the Department:
  - 1. An itemized estimate of the proposed cost of each Project activity.
  - 2. A description of the proposed Project match.
  - 3. The qualifications of the persons conducting any in-kind services for the Project.

5. **Disbursement of Grant Proceeds.**

- (a) Subject to the terms and conditions of this Contract, including the satisfaction by the Recipient of the contingencies in Section 4, grant disbursements from the Department to the Recipient hereunder for Eligible Project Costs shall be made on a periodic basis upon the Department's receipt and approval of the requests for disbursement and supporting documentation.
- (b) The Recipient shall submit no more than 10 disbursement requests per award.
- (c) The following supporting documentation is required with each request for disbursement submitted to the Department:
  - 1. A report detailing the dollar amount and purpose of the Eligible Project Costs included in the request for disbursement as well as the dollar amount and purpose of each expenditure that the Recipient has contributed to the Project since the date of the last BG disbursement.
  - 2. Paid itemized invoices from vendors, suppliers, and contractors covering BG funds and matching funds contributed by the Recipient.
  - 3. Documentation demonstrating the amount requested can be substantiated by proof of payment acceptable to the Department. Proof of payment shall consist of but not be limited to cancelled checks and paid invoices.
  - 4. The Recipient shall use the forms provided by the Department to request grant disbursements. A sample form is attached.
- (d) Upon the Department's review and approval of the Recipient's request for disbursement, payments shall be made to:

City of Kenosha  
Attention: Carol L. Stancato  
Finance Director  
625 52<sup>nd</sup> Street  
Kenosha, WI 53140

- (e) The Department, in its sole discretion, may withhold disbursements if the Department determines that:
1. The Recipient has not provided adequate documentation of Eligible Project Costs, has failed to file required reports with the Department, or has failed to make adequate progress on the Project; or
  2. The Recipient is not in compliance with or is in default under the terms and conditions of this Contract.
  3. The Recipient requests BG reimbursement for expenses reimbursable under the provisions of PECFA

6. **Insurance.**

- (a) The Recipient shall procure and maintain comprehensive property damage and commercial general liability insurance reasonably acceptable to the Department and shall, upon the request of the Department, deliver an Officer's Certificate specifying details of such insurance in effect.

7. **"Event of Default" Defined.** The occurrence of any one or more of the following events shall constitute an "Event of Default" for purposes of this Contract:

- (a) The Recipient's failure to use the funds awarded by the Department for the purposes specified in the Contract;
- (b) The Recipient's failure to comply with or perform any of its other obligations under this Contract;
- (c) Any assignment for the benefit of the Recipient's creditors, or commission of any other act amounting to a business failure;
- (d) The filing, by or against the Recipient, of a petition under any chapter of the U. S. Bankruptcy Code or for the appointment of a receiver;
- (e) Any default or breach of the Recipient's obligations under the terms and conditions of its loan agreements, leases, or financing arrangements with other creditors;

- (f) Any material misrepresentation with respect to the Recipient's warranties and representations under this Contract; or
- (g) Any other action or omission by the Recipient which in the Department's reasonable discretion, jeopardizes the Recipient's ability to fulfill its obligations under this Contract or otherwise causes the Department to deem itself insecure.

8. **Remedies in Event of Default.**

- (a) Upon the occurrence of any Event of Default, the Department may send a written notice of default to the Recipient setting forth with reasonable specificity the nature of the default. If the Recipient fails to cure the default to the reasonable satisfaction of the Department within thirty (30) calendar days, the Department may, by action and without further written notice to the Recipient, declare the Recipient in default and terminate this Contract effective immediately with the repayment, liability and collection provisions set out below surviving.
- (b) Upon the termination of this Contract by the Department, the Recipient shall reimburse the Department within twenty (20) days according to the following:
  - 1. The Recipient shall be liable for an amount up to the amount of funds disbursed under this Brownfields Grant Contract for any default of the Contract.
  - 2. Failure of the Recipient to promptly remit any amounts due under an uncured Event of Default shall result in the assessment of interest at the annual rate of twelve (12%) percent until all principal and interest shall be paid in full by the Recipient.
  - 3. The Department shall collect all reasonable and necessary court and attorney costs from the Recipient incurred as a result of such collection actions.
- (c) The Department's rights and remedies hereunder shall be cumulative, not exclusive, and shall be in addition to all other rights and remedies available at law, in equity or in bankruptcy.

9. **Recipient's Warranties and Representations.** To induce the Department to enter into this Contract, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Recipient hereby warrants and represents that:

- (a) The Recipient is a body politic, duly organized and validly existing under the laws of the State of Wisconsin and is a “person” as defined in Section 560.13(1) of the Wisconsin Statutes.
- (b) The Recipient has the power and authority to carry on its business in Wisconsin and other jurisdictions as now conducted.
- (c) The Recipient is qualified to engage in business in every jurisdiction where the nature of its business makes such qualification necessary.
- (d) The Recipient is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it, the violation of which would have a material and adverse effect on the Recipient's financial ability to comply with this Contract.
- (e) The undersigned officers and agents of the Recipient are fully authorized to execute and deliver this Contract on behalf of the Recipient.
- (f) The Recipient is unaware of any conditions which could subject it to any damages, penalties or clean-up costs under any federal or state environmental laws which would have a material and adverse effect on the Recipient's financial ability to comply with this Contract.
- (g) The Recipient has read, fully understands, and agrees to all of the terms and conditions in this Contract and the related grant documents.
- (h) This Contract is valid and enforceable in accordance with its terms against the Recipient, subject only to applicable bankruptcy, insolvency, reorganization or other similar laws affecting generally the enforceability of the rights of creditors.
- (i) The Recipient is financially solvent, has the funds necessary to complete the Project and is able to comply with all of the terms and conditions set forth in the Contract.
- (j) In making these warranties and representations, the Recipient has not relied upon any information furnished by the Department.
- (k) The financial statements and other information provided by the Recipient to the Department are complete and accurate in accordance with Generally Accepted Accounting Principles, and may be relied upon by the Department in deciding whether to enter into this Contract with the Recipient.
- (l) The Recipient's warranties and representations herein are true and accurate as of the date of this Contract, and shall survive the execution thereof.

10. **Affirmative Recipient Covenants.**

- (a) **Project Bidding.** The Recipient shall follow all applicable state laws regarding bidding for environmental remediation or redevelopment activities.
- (b) **Record Keeping.** The Recipient shall prepare, keep, maintain, and submit such records as may be reasonably required by the Department to show:
  - 1. Compliance with Wisconsin state statutes and Department policy;
  - 2. The amount and disposition of BG grant funds disbursed under this Contract; and
  - 3. The total cost of the Project.
  - 4. Failure to submit required records may result in the denial of future payment requests.
  - 5. The number of Full-Time Positions retained, created, filled and maintained by the Recipient.
- (c) **Financial Records.** All of the Recipient's financial records shall be prepared, kept and maintained in accordance with Generally Accepted Accounting Principles. The Recipient shall retain the financial records for a period of at least three (3) years following the full disbursement of the Recipient's grant from the Department under this Contract.
- (d) **Inspection.** The Recipient shall produce for the Department's inspection, examination, auditing and copying, upon reasonable advance notice, any and all records which relate to this Contract, the Project and the use and disposition of the BG funds. The Department and its agents shall, at any time, have the right to enter upon the Project site for the purpose of inspecting the Project.
- (e) **Work and Safety Plans.** The Recipient shall provide the Department with a work and safety plan developed by the consultant or party performing oversight of environmental activities.
- (f) **Semi-Annual Reports.** A sample report is included as Exhibit B. The Recipient shall provide the Department with semi-annual narrative reports containing the following information:

1. The amount and disposition of grant funds provided and disbursed under this Contract;
2. The amount and disposition of matching funds or in-kind services provided by the Recipient;
3. The total cost of the Project up to the date of the respective semi-annual report;
4. The total number of New Full-Time Positions created, filled and maintained;
5. The hourly wage paid to each person hired to fill the New Full-Time Positions;
6. A summary of the progress of the Project, including activities completed, anticipated, and changes to the nature or scope of the Project;
7. Copies of any Project related documents that are submitted to the Wisconsin Department of Natural Resources, Petroleum Environmental Cleanup Fund Award, Agricultural Chemical Cleanup Program, or the United States Environmental Protection Agency. Examples of such reports include, but are not limited to, site investigation, remediation, monitoring, initial notice of release of contamination, and closure request reports.

### REPORTING REQUIREMENTS

Report Number	Period Covered	Report	Due Date
1	12/29/10-6/30/2011	Semi-Annual	7/31/2011
2	7/1/2011-12/31/2011	Semi-Annual	1/31/2012
3	1/1/2012-6/30/2012	Semi-Annual	7/31/2012
4	7/1/2012-12/31/2012	Semi-Annual	1/31/2013
5	1/1/2013-6/30/2013	Semi-Annual	7/31/2013
6	7/1/2013-12/31/2013	Final	1/31/2014

- (g) Final Report. The Recipient shall submit a final Project report within sixty (60) days of the completion of the Project. The final scheduled semi-annual report shall include an appraisal of the property value with improvements and a comprehensive summary of the completed project. The Department will provide a BG survey to the recipient after the project is completed. The BG survey shall be completed with detailed accuracy in form and substance acceptable to the Department.

- (h) Audit Report. Within one hundred twenty (120) days after the completion of the project, the Recipient shall provide the Department with an audited financial report, in form and substance reasonably satisfactory to the Department. The Recipient shall provide a compliance letter from the auditor stating that the award funds were expended in accordance with this Contract and matching funds, whether cash or in-kind, were received and expended in accordance with this Contract.
  
- (i) Nondiscrimination in Employment. During the term of this Contract, the Recipient shall not discriminate against any employee or applicant for employment because of age, race, color, national origin, religion, sex, sexual orientation, developmental disability as defined in Section 51.01(5) of the Wisconsin Statutes, veterans status, or any status protected under applicable federal or state law. The conduct prohibited by this provision shall include, without limitation, discrimination in connection with employment, promotion, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Recipient shall take affirmative action to ensure equal employment opportunities for all applicants and employees. The Recipient shall post in conspicuous places, accessible to employees and applicants, employment notices setting forth the provisions of this nondiscrimination clause.
  
- (j) Affirmative Action Compliance. All awards of Twenty-Five Thousand Dollars (\$25,000) or more require the submission of a written affirmative action plan. Recipients with an annual workforce of less than twenty-five employees and municipalities are excluded from this requirement provided they submit an exemption request in writing using forms provided by the Department.

Within fifteen (15) days after the execution of this Contract, a written affirmative action plan shall be submitted to the Department's designated liaison at the following address:

Wisconsin Department of Commerce  
Brownfields Grant Program  
201 West Washington Avenue  
P. O. Box 7970  
Madison, Wisconsin 53707

An "Affirmative Action Plan" is a written document that details an affirmative action program. Key parts of the affirmative action plan are: (1) a policy statement pledging nondiscrimination and affirmative action employment; (2) internal and external dissemination of the policy; (3)

assignment of a key employee as the equal opportunity officer; (4) a workforce analysis that identifies job classifications where representation of women, minorities and the disabled is deficient; (5) goals and timetables that are specific and measurable and that are set to correct deficiencies and to reach a balanced workforce; (6) revision of employment practices to ensure that they do not have discriminatory effects; and, (7) the establishment of internal monitoring and reporting systems to measure progress regularly.

(k) Notification of Position Openings. Pursuant to Section 106.16 of the Wisconsin Statutes, the Recipient shall provide the Wisconsin Department of Workforce Development, local Job Service Offices, and the area Private Industry Council with written notice of any Full-Time Positions that become vacant or available during the term of this Contract.

11. **Negative Borrowers' Covenants.**

(a) Overhead Expenses. The Recipient shall not use the BG grant to pay for any Soft Costs or overhead expenses.

12. **Entire Contract.** This Contract and the accompanying documents and exhibits contain the entire agreement of the parties concerning the Recipient's obligations under the terms and conditions of this Contract. This Contract may not be amended, modified or altered except in a writing signed by the Recipient and the Department.

13. **Choice of Law.** **THIS CONTRACT IS AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF WISCONSIN.** If any provisions of this Contract shall be prohibited by or invalid under Wisconsin law, such provisions shall be ineffective only to the extent of such prohibition or invalidity, without affecting the validity or enforceability of the remaining provisions thereof.

14. **Venue; Jurisdiction.** Any judicial action relating to the construction, interpretation, or enforcement of this Contract, or the recovery of any principal, accrued interest, court costs, attorney's fees and other amounts owed hereunder, shall be brought and venued in the U. S. District Court for the Western District of Wisconsin or the Dane County Circuit Court in Madison, Wisconsin. **THE RECIPIENT HEREBY CONSENTS TO PERSONAL JURISDICTION IN THOSE WISCONSIN COURTS, AND WAIVES ANY DEFENSES THAT THE RECIPIENT OTHERWISE MIGHT HAVE RELATING THERETO.**

15. **Miscellaneous.**

(a) Notices to the Recipient hereunder shall be effective upon mailing by first class mail, postage prepaid, and addressed to the following person and

address or such other person and address as the Recipient may designate in writing:

Shelly Billingsley  
Deputy Director of Engineering  
City of Kenosha  
625 52<sup>nd</sup> Street  
Kenosha, WI 53140

- (b) Notice to the Department hereunder shall be effective upon mailing by first class mail, postage prepaid, and addressed to the following person and address or to such other person and address as the Department may designate in writing:

Wisconsin Department of Commerce  
Brownfields Grant Program  
201 West Washington Avenue, 5<sup>th</sup> Floor  
P. O. Box 7970  
Madison, Wisconsin 53707  
Attention: Al Rabin, Contract # BF FY11-20704

- (c) The invalidity of any provision of this Contract shall not affect the validity of the remaining provisions, which shall remain in full force and effect to govern the parties' relationship.
- (d) The Department shall not, under any circumstances, be considered or represented to be a partner or joint venturer of the Recipient or any beneficiary thereof.
- (e) All documents required to be delivered contemporaneously with the execution and delivery of this Contract are expressly made a part of this Contract as though completely herein, and all references to this Contract herein shall be deemed to refer to and include all such documents.
- (f) In the event of any conflict or inconsistency between this Contract and the exhibits hereto, the terms of this Contract shall control.
- (g) The BF award of \$1,000,000 represents the maximum level of participation in the Recipient's project described in Exhibit A.
- (h) The Recipient agrees to consult with the Department prior to seeking publicity for the Project described in Exhibit A. Tony Hozeny, Communications Director of the Wisconsin Department of Commerce, shall be contacted at (608) 267-9661 on any issues pertaining to the publicity of the aforementioned project.

- (i) Any publications or news releases issued by the Recipient relating to this Project shall state that this Project was supported and financed by the Brownfields Grant program of the Wisconsin Department of Commerce.
  - (j) Any sign promoting Project financing or participation at the Project site shall also state that this Project was supported and financed by the Brownfields Grant Program of the Wisconsin Department of Commerce.
16. **Captions.** The captions in this Contract are for convenience of reference only and shall not define or limit any of the terms and conditions herein.
17. **Authority to Sign Documents.** The person(s) signing this Contract certifies and attests that the Recipient's respective Articles of Organization, Articles of Incorporation, By Laws, Member's Agreement, Charter, Partnership Agreement, Corporate or other Resolutions and/or other related documents give such person(s) full and complete authority to bind the Recipient, on whose behalf they are executing this document.

The Recipient assumes full responsibility and holds the Department harmless for any and all payments made or any other actions taken by the Department in reliance upon the above representation. The Recipient agrees to indemnify the Department against any and all claims, demands, losses, costs, damages or expenses suffered or incurred by the Department resulting from or arising out of such payment or other action, including reasonable attorney's fees and legal expenses.

**IN WITNESS WHEREOF**, the Department and the Recipient, have executed and delivered this Contract, effective the date set forth next to the Department's Bureau Director's signature below.

**WISCONSIN DEPARTMENT OF COMMERCE**

By: \_\_\_\_\_  
James O'Keefe, Administrator  
Division of Housing and Community Development

\_\_\_\_\_  
Date

**CITY OF KENOSHA**

By: \_\_\_\_\_  
Keith G. Bosman, Mayor

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Mike K. Higgins, City Clerk / Treasurer

\_\_\_\_\_  
Date

**EXHIBIT A**  
**CITY OF KENOSHA (BF FY11-20704)**

**PROJECT SUMMARY**

The City of Kenosha was awarded \$1,000,000 in BEBR funds to reimburse remediation and site clearance expenditures incurred in performing environmental cleanup activities at the 100 acre site of the former Chrysler Engine Plant located at 5555 South 30<sup>th</sup> Avenue and an adjacent environmentally impacted 11 acre site located at 2300 60<sup>th</sup> Street. The sites have a history of environmental impacts and the properties currently have six open claims on the DNR's Bureau of Remediation and Redevelopment Tracking System (BRRTS). Environmental Reports indicate that on site remedial systems are no longer effectively removing contaminants from the groundwater. The City of Kenosha estimates that the cost of cleanup and redevelopment at the project sites will exceed \$30,000,000.

The former owner of the project site was Chrysler Corporation and that organizational entity declared bankruptcy in 2009. Old Carco was established to liquidate the assets associated with the Chrysler Kenosha Engine Plant. No viable sources of funding from the bankrupt Chrysler Corporation have been identified to assist with the environmental cleanup beyond the \$10,000,000 set-aside stipulated by the bankruptcy court.

The buildings on the former plant site have open pits, trenches and tunnels. The demolition of the buildings will allow the City of Kenosha to address safety issues caused by the hazardous depositories beneath the floors of the structures. The removal of the buildings will enable additional environmental assessments to be performed to determine the degree and extent of contamination below the aged buildings.

More than 70 USTs (Underground Storage Tanks) were present on the former plant site. Most of the USTs have been removed, some were filled in place and it is likely unidentified forgotten USTs are located on the property. Site investigations have identified petroleum impacted soil, historic fill and foundry sand beneath the structures on site. The oil saturated soil leeches to the groundwater and is not recoverable by pumping the groundwater. DNR guidance indicates that the residual oily impacted soil should be removed so that groundwater cleanup can be attained. The impacted soil removal can't be accomplished unless building demolition takes place.

Widespread chlorinated solvent contamination is present in the groundwater. Additional environmental investigation is needed to assess this impact and the activity will be funded by the remainder of a US EPA Hazardous Substance Grant.

The Bureau of Remediation and Redevelopment Tracking System shows that the Old Carco Liquidation Trust was issued a Responsible Party letter for the contamination on the adjacent site located at 2300 60<sup>th</sup> Street and the correspondence cited that the presence of volatile organic compounds requires environmental cleanup.

Commerce funds were approved to reimburse the following eligible activities:

- \$550,000 for building demolition and asbestos abatement
- \$450,000 for plant decommissioning and environmental cleanup

**PROJECT BUDGET**

The following Project budget identifies the Eligible Project Costs and delineates the funding source for each general activity as further defined in the Application:

<b>Code</b>	<b>Project Activities</b>	<b>BF Grant</b>	<b>City of Kenosha</b>	<b>US EPA</b>	<b>Total</b>
0232	Remediation	\$450,000	\$150,000	\$975,000	\$1,575,000
0231	Environmental Investigation	\$0	\$0	\$400,000	\$400,000
0190	Site Clearance	\$550,000	\$350,000	\$0	\$900,000
0415	Infrastructure	\$0	\$2,000,000	\$0	\$2,000,000
<b>Total Eligible Costs</b>		<b>\$1,000,000</b>	<b>\$2,500,000</b>	<b>\$1,375,000</b>	<b>\$4,875,000</b>

The Recipient shall provide documentation to the Department of an eligible matching investment of at least \$2,500,000 by the conclusion of the project on December 31, 2013. The City of Kenosha will detail matching expenses each time a semi-annual report or final report is due. The Recipient shall adhere to the Reporting Requirements outlined in Section 10 of this Contract.

**EXHIBIT B**

**THIS IS A SAMPLE SEMI-ANNUAL NARRATIVE REPORT  
THAT CAN FULFILL THE REPORTING REQUIREMENTS OF SECTION 10.**

1. Amount and Disposition of Grant Funds:

Refer to Table 1 below, Request for Disbursement No. 1 included \$BG Total amount in DOC grant funds that have been distributed to Recipient's Name. (Please note that the amounts of disbursements, budget codes, and activities will vary between recipients.)

**Table 1**

<b>BUDGET CODE</b>	<b>ACTIVITY</b>	<b>BG AMOUNT</b>
340	Demolition	-0-
340	Groundwater Monitoring	-0-
340	Injection Wells	\$15,750.00
340	ORC Injection	\$88,632.36
340	Mob/Demobilization	\$1,065.40
110	Lot 3 Acquisition	-0-
	<b>TOTAL</b>	<b>\$105,447.76</b>

2. Amount and Disposition of Matching Funds Provided by Recipient's name:

Refer to Table 2 below for Match funds. Recipient's Name has succeeded in matching the amounts following.

**Table 2**

<b>BUDGET CODE</b>	<b>ACTIVITY</b>	<b>MATCH</b>
340	Demolition	\$452,000.00
340	Interim Remedial Action	\$430,000.00
340	Groundwater Monitoring	-0-
340	Injection Wells	-0-
340	ORC Injection	-0-
340	Mobilization/Demobilization	-0-
110	Lot 3 Acquisition	\$1,982,388.00
	<b>TOTAL</b>	<b>\$2,864,388.00</b>

3. The total cost of Project Name to date is \$ \_\_\_\_\_.
4. Total number of Full-time Positions Created and Retained.

<b>Created</b>	_____
<b>Retained</b>	_____
<b>Total</b>	_____

5. Total Amount of Wages Paid to Full-Time Positions is \$ \_\_\_\_\_.
6. Please provide a comprehensive summary of the work that has been accomplished during the reporting period. This summary should also include any proposed changes to the project since it was presented in the application. The summary should be ½ to 1 page long.
7. Please submit to the Brownfields Grant Program copies of any Project related documents that are submitted to the Wisconsin Department of Natural Resources, Petroleum Environmental Cleanup Fund Award, Agricultural Chemical Cleanup Program, or the United States Environmental Protection Agency. Examples of such reports include, but are not limited to, site investigation, remediation, monitoring, initial notice of release of contamination, and closure request reports. The submittal date and type of report should be identified on all copies of the above referenced requested government documents sent to the Department.
8. Failure to submit required records may result in the denial of future payment requests.

**EXHIBIT C  
REQUEST FOR DISBURSEMENT NUMBER**

Contract #: BF FY 11-20704		Wismart #: 274 143 CDGL 1706	
Recipient: CITY OF KENOSHA		FEIN #: 39 6005481	
Disbursement Period Covered	From:	To:	

**PROJECT EXPENSES**

*\*Please refer to the disbursement and budget sections of the contract prior to completing this form*

*\*Requests for disbursement must include supporting documentation demonstrating incurred expenses and proof of payment*

*\*A recipient may not submit more than 10 disbursement requests per award*

BUDGET CODE	DESCRIPTION	TOTAL EXPENSES	=	COMPANY MATCH EXPENSES	+	*STATE REIMBURSABLE EXPENSES
0232	Remediation					
0190	Site Clearance					
0231	Environmental Investigation					
0415	Infrastructure					
<b>TOTAL:</b>						

*I hereby certify that the expenses reported on this form are in accordance with the terms of the contract and that complete and accurate records are being kept to substantiate the above referenced expenditures.*

**Authorized Signature**

**Date**

*This section is to be completed by Commerce*

**Project Representative**

**Date**

*This section is to be completed by Commerce*

**Finance Specialist**

**Date**



ENGINEERING DIVISION  
MICHAEL M. LEMENS, P.E.  
DIRECTOR/CITY ENGINEER

STREET DIVISION  
JOHN H. PRIJIC  
SUPERINTENDENT

ASSISTANT CITY ENGINEER  
SHELLY BILLINGSLEY, P.E.  
STORMWATER UTILITY

**Ronald L. Bursek, P.E., Director**

Municipal Building · 625 52<sup>nd</sup> ST · RM 305 · Kenosha, WI 53140  
Telephone (262) 653-4150 · Fax (262) 653-4056

March 17, 2011

To: Anthony Nudo, Chairman  
Stormwater Utility Committee

From: Ronald L. Bursek, P.E.   
Director of Stormwater Utility

Subject: *Addendum to Professional Services Agreement with Mandlik and Rhodes Information Systems, Inc. for Redemption Processing of Yardwaste Coupons.*

**BACKGROUND INFORMATION**

The Kenosha Stormwater Utility has received an addendum to extend the Mandlik and Rhodes Information Systems, Inc. Professional Service Agreement until December 31, 2011. This contract allows the Stormwater Utility to begin the 2011 Yardwaste Coupon Program as original approved by the Stormwater Utility Committee on September 9, 2011

The annual administrative cost to Mandlik and Rhodes, dependent upon the number of coupons processed and participating stores, would be approximately \$4,200. The coupon redemption cost will be \$2 per box or bundle of 10 biodegradable bags with an additional \$0.08 retailer incentive per coupon, \$150 coupon setup fee and postage fees.

The Stormwater Utility will offer the \$2 coupon to be used on any box or bundle of 10 City approved biodegradable bags, Bag to Nature, BIOBAG and ECOGUARD.

The coupons will be available once the coupons are printed (an example of the coupon is provided). The Yardwaste Coupon Program is planned to be in place prior to the Spring Yardwaste Curbside Collection Season.

**RECOMMENDATION**

Approve the Addendum between the Kenosha Stormwater Utility and Mandlik and Rhodes Information Systems, Inc to extend their current contract until December 31, 2011, authorize the Director to execute the contract and approve the 2011 coupon layout. The funding for the yardwaste coupons will be paid for out of the Stormwater Utility account 501-09-50102-219 from which the yardwaste coupon program was budgeted (\$58,650).

**ADDENDUM  
EXTENSION OF THE TERM OF AGREEMENT**

**THIS ADDENDUM** is made part of, and incorporated into, 'Mandlik and Rhodes Information Systems, Inc. Coupon Redemption Processing Agreement' made as of 09/15/2009' of Coupon Processing Services With the **City of Kenosha** referred to hereafter as CLIENT and Mandlik & Rhodes Information Systems, Inc. referred to hereafter as MRIS, signed on 9/15/2009 by CLIENT and 10/02/2009 by MRIS, respectively. As stated under clause 'C' on page 5 of the agreement which states as below:

"The term of this Agreement shall commence as of September 1, 2009 and shall end August 31, 2010."

CLIENT and MRIS, collectively known as the parties agree as follows:

"The term of the abovementioned Agreement is extended until December 31, 2011. The term of the agreement will be in effect until canceled by either party by giving 90 days notice in writing."

City of Kenosha:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

MRIS:

By: \_\_\_\_\_

Name: Pradeep Mandlik

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Mandlik and Rhodes Information Systems, Inc.**  
**Coupon Redemption Processing Agreement**

This Redemption Processing Agreement (this "Agreement") is made this day of \_\_\_\_\_, 2009, by **City of Kenosha**, with offices at **625 52<sup>nd</sup> St., Kenosha WI 53140** (hereinafter the "Client"), and **Mandlik and Rhodes Information Systems, Inc.**, an **Illinois** corporation with principal offices at **127 E. Main St., Suite #W, Barrington, Illinois 60010** (hereinafter "MRIS"). MRIS and the Client agree as follows:

- A. MRIS agrees to provide the following services to the Client listed below upon Client's execution of the Agreement:
1. MRIS shall provide the Client with a "ship to" address for the Client's coupons. MRIS shall reimburse retailers and clearinghouses, on Client's behalf, for coupon redemption values as well as postage and transportation costs and handling fees in shipping client's coupons to said "ship to" address, in each case consistent with the terms printed on the respective coupons, provided that funds for said costs have been properly deposited as required under Section B, paragraph 4 below.
  2. Unless the Client specifies otherwise, MRIS shall utilize a process of 100% coupon entry, segregated by retailer, to determine the count for all coupons received. The Client may specify in writing that all store tag overages or store tag overages for certain accounts not be paid.
  3. MRIS shall furnish on-line access to the PARIS Internet system reporting all aspects of the coupon redemption transaction. Upon termination of this Agreement, MRIS shall provide the client, on CD-ROM in a format specified by MRIS, the following data:

Offer master file data with monthly redemption for up to three (3) years of redemption. This file data shall include offer description; distribution quantity, date of distribution, expiration date, distribution method and up to 36 months of redemption history for each Client offer code.
  4. MRIS shall identify to the Client areas where misredemption (including, but not limited to, gang cut mint condition, wrinkled condition and expired coupons) appears to be a problem and shall furnish the Client with all details thereof.
  5. MRIS shall use the customary and reasonable methods and procedures to verify the existence of those who submit the Client's coupons for payment as a bona fide retailer operation before releasing payment to the retailers.
  6. MRIS warrants that it shall conduct all activities pursuant to this Agreement

in a professional and ethical manner, in accordance with industry best practices, Client's written instructions, and all applicable laws and regulations.

7. MRIS shall notify the Client of actual reimbursement to be made to retailers each week, at least one day in advance of such payments, to insure that sufficient funds will be transferred to MRIS to cover such payments. MRIS will make available on-line a Pre-Payment Register Report showing the amounts to be paid to each individual retailer/clearinghouse.
8. MRIS shall prepare reimbursement drafts payable to retailers and clearinghouses who have submitted valid coupons for redemption together with a written explanation of any adjustments utilizing the Joint Industry Guidelines and denial codes.
9. MRIS shall release reimbursement drafts to retailers and clearinghouses submitting valid coupons; provided that the Client's funds required for such disbursements under Section B, paragraph 4 below have been received.
10. MRIS shall retain all coupons valid coupons received for not less than sixty days. After sixty days MRIS shall destroy all valid coupons properly redeemed. Suspect coupons (including but not limited to gang cut, mint condition, expired and wrinkled condition) shall be retained for up to one year at the direction of the Client, subject to Section C below.
11. MRIS shall respond to all correspondence relating to coupon promotions from retailers or others addressed to the Client and directed to MRIS in a prompt and courteous manner designed to maintain goodwill for the Client. All such correspondence shall be retained for one year following its date, and shall be made available to Client during such period upon Client's request. This information will also be available to the client through access to MRIS on-line retailer inquiries. MRIS will immediately forward any unrelated correspondence to the Client.
12. MRIS agrees to maintain the confidentiality of, and not disclose to any third party for any reason, the Client's marketing, future coupon promotion activity, specific coupon redemption performance information, or any other non-public or proprietary information regarding Client that MRIS may become aware of through the provision of services to Client hereunder. This confidentiality obligation shall survive the termination or expiration of this Agreement. In the event MRIS is subject to legal or regulatory process requiring disclosure of any such information, MRIS shall promptly notify Client and cooperate in seeking to contest or limit such disclosure requirement as permitted by applicable law or regulation.
13. MRIS will provide prompt customer service to the Client utilizing data obtained from on-line computerized system. Retailer payment data will be maintained by MRIS for the current month from date of payment, plus up to

36 months On-line. Monthly redemption counts by coupon will be maintained as long as the client is with MRIS if desired, and, upon termination, delivered to Client together with the data package as set forth in paragraph A.3. above.

14. MRIS currently maintains a comprehensive dishonest, disappearance and destruction policy in the amount of \$100,000. MRIS agrees to maintain such coverage in full force and effect, in amounts no less than those indicated above, with a reputable insurance company, throughout the term of this Agreement. MRIS shall supply Client with a certificate of insurance evidencing such coverage if requested.
15. In order to perform the services required hereunder, MRIS will provide the Client access to MRIS' on-line computer system, PARIS Internet. During the term of this Agreement, MRIS will provide the Client access for no additional charge to the client. Upon termination of this Agreement, Client shall have the right, exercisable in its sole discretion by delivery of notice to MRIS on or before the date of termination hereof, to continue having access to the MRIS PARIS Internet System, such right to continue for so long as MRIS continues to use the MRIS PARIS Internet System in connection with its general operations. If Client exercises such right, it shall pay MRIS \$500 per month (payable in advance on the first day of each month) in exchange for such access the MRIS PARIS Internet System. Client acknowledges that use of the MRIS PARIS Internet System will permit Client to have access to proprietary information of MRIS. The parties agree that any and all information revealed by use of access to the MRIS PARIS Internet System (including, without limitation, information related to the function, formatting, programming and software of the MRIS PARIS Internet System itself, as well as the operations of MRIS or its products, services, sales or business) is unique, valuable, confidential and proprietary information of MRIS (the "Confidential Information"). Client agrees to maintain in confidence, and to require its officers, employees and agents to maintain in confidence, all Confidential Information of MRIS. Client further agrees that it will not use for its own benefit, reveal to any third party, reproduce in written form, or permit the use by, revelation to any third party or reproduction in written form, any Confidential Information. Notwithstanding the foregoing provisions, the parties agree that the following shall not constitute Confidential Information of MRIS: (i) any data related to Client, including factual data retrieved through the MRIS PARIS Internet System with respect to actual coupon redemption transactions of Client; (ii) information which is generally available to the public; (iii) information which becomes available to the public through no fault of Client; and (iv) information which became available to Client on a non-confidential basis from a source other than MRIS or the PARIS Internet System.

- B. The Client agrees to provide the following information and abide by the following terms of the Agreement:

1. The Client will enter into PARIS via the PARIS Internet Offer Entry module each coupon offer to be distributed by the Client at the earliest practical date. The client will follow industry guidelines for coupon bar codes and artwork.
2. The Client shall honor all coupons submitted by retailers and clearinghouses to MRIS for a maximum of one hundred and twenty (120) days after the final expiration date of the coupon promotion as printed on the coupon.
3. Full Processing Fee for Client is \$37.50 per thousand coupons submitted. The billing is based on the actual coupons counted by MRIS. Client is billed at the end of each month. In any month, if the monthly Full Processing Fee is less than \$350 then the monthly minimum of \$350 will be billed. The client will also pay \$150 per new offer code as offer set up fee. Monthly invoices will be due upon receipt and will be subjected to late fees and finance charges . In addition, Client will pay a one-time set-up fee of \$1500 upon signing of this agreement and prior to MRIS accepting any of Client's coupon submissions (reduced from our normal charge of \$2000).
4. The Client shall pay to MRIS amounts needed: (i) to cover the reimbursement drafts payable to retailers and clearinghouses; (ii) for reimbursement of retailer and clearinghouse handling fees; and (iii) for postage and transportation costs (as defined in section A, paragraph 1). In addition, client agrees to pay \$0.50 per check cut to retailers plus actual postage. Client agrees to transfer such funds via Automatic Clearing House (ACH) to MRIS's bank. MRIS will not mail checks to the retailers/clearinghouses prior to the funds being deposited. Client agrees to deposit funds within three (3) business days of receiving notification of payment amount and availability of on-line Prepayment Register. MRIS will print checks and mail to the retailers/clearinghouse only after it receives funds from Client.
5. Non-payment of Monthly invoices and/or pass through invoices may result in immediate termination of services at the discretion of MRIS. In the event the client declares bankruptcy, files for assignment for the benefit of the creditors or files chapter 11 or chapter 7 bankruptcy reorganization, MRIS reserves rights to terminate services immediately.
6. Client shall indemnify, defend and hold MRIS harmless against any and all third-party claims, actions, demands, suits, judgments, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or in any way related to Client's coupons or Client's breach of this Agreement. MRIS shall indemnify, defend and hold Client harmless against any and all third-party claims, actions, demands, suits, judgments, liabilities, costs and expenses (including reasonable attorney's fees) arising out of or in any way related to MRIS's breach of this Agreement.
7. The Client shall specify the length of time MRIS shall retain processed but not

paid coupons due to Misredemption up to a maximum of one year.

8. The Client shall have the right, at reasonable intervals, to have the counts, made by MRIS of the Client's coupons verified by any certified public accountant or by the Client's employees. Upon reasonable notice by Client, MRIS shall provide access to such records of MRIS as may be necessary to enable Client or its representatives to perform such verification.
9. If MRIS advises the Client in writing within 90 days, the Client agrees to honor claims for coupons lost or destroyed where the clearinghouse or retailer submits proof reasonably satisfactory to the Client, both of the value of the coupons submitted and of their loss in shipment.

- C. The term of this Agreement shall commence as of September 1, 2009, and shall end August 31 2010. Either party may terminate at any time for any reason upon ninety (90) days' written notice.

Upon termination of the Agreement, MRIS shall give written notification to the Client of any and all coupons it retains pursuant to Section A, paragraph 10, above. The Client shall thereafter have ninety (90) days in which to make arrangements to transfer the coupons and payment records to its custody. After ninety (90) days, MRIS may destroy any coupons and payment records of the Client it may have retained.

- D. This Agreement shall be governed by the following provisions:

1. This agreement shall become effective upon acceptance by MRIS and shall remain in full force and effect until termination as defined in Section C above.
2. This Agreement shall be deemed to be executed in Kenosha County, Wisconsin, and shall be governed by and construed in accordance with the laws of the State of Wisconsin.
3. This Agreement sets forth the entire understanding between the parties and supersedes any and all prior agreements, written or oral, with respect to the subject matter hereof.
4. This Agreement may be amended or modified only by means of a written document signed by both parties and specifically referring to this Agreement.
5. Failure of either party to enforce a specific provision of this Agreement shall not be construed as a general relinquishment or a waiver of that provision or of any other provision of the Agreement.
6. Each provision of this Agreement is severable and the fact that a provision of

this Agreement may be found to be unenforceable shall not affect the enforceability of the remaining provisions, conditions or terms of the Agreement.

7. MRIS shall act as an independent contractor in the performance of the services provided for herein and nothing herein shall be construed to create the relationship of principal and agent, master and servant, or a partnership or a joint venture between MRIS and Client. MRIS is not the agent of Client and is not authorized to enter into any agreements binding upon Client in any way.
8. Anything in this Agreement to the contrary notwithstanding, the parties shall not be required to comply with the terms of this Agreement if precluded from doing so by act of God, strike, lockout, act of the public enemy, war, blockage, public riot, lightning, fire, storm, flood, explosion, or governmental restraint ("force majeure") which, despite the exercise of that party's best efforts, makes it impossible to perform the respective party's obligations. In all cases of force majeure, MRIS shall give prompt written notice to the Client with respect thereto and (i) in the case of coupons destroyed as a result of force majeure shall proceed to pay amounts claimed with respect thereto by verified retailers in the absence of written instructions to the contrary from the Client, and (ii) with respect to any delay in processing or counting coupons occasioned by force majeure, shall use its best efforts to remove the effects of the force majeure as quickly as possible and shall otherwise proceed as MRIS shall be reasonably instructed by the Client in writing.
9. Any and all notices required by this Agreement shall be given in writing, by registered mail, return receipt requested, or by nationally recognized overnight courier service, effective upon the date of delivery with signature receipt to the other party. Such notice shall be sent to each party at its address set forth in the introductory paragraph, or such other notice address as such party shall furnish the other pursuant to this section, and if to Client.
10. This Agreement may not be assigned by MRIS without the prior written consent of Client.

IN WITNESS WHEREOF, the parties have signed the Agreement as of the date of the signature of the party last signing.

**Mandlik & Rhodes Information Systems,  
Inc.**

**City of Kenosha**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# VOID – PRINTER'S EXAMPLE

<p><b>\$2.00 OFF</b> <i>(Box or Bundle of 10 bags)</i> <b>NO CASH VALUE</b></p>	<p> <b>CITY OF KENOSHA, WI – APPROVED BIODEGRADABLE YARDWASTE BAGS</b> For City of Kenosha Residents ONLY</p>
<p><b>MAIL TO:</b> City of Kenosha c/o Mandlik &amp; Rhodes PO Box 490, Dept #1044 Tecate, CA 91980</p>	<ul style="list-style-type: none"><li>■ <b>BIOBAG<sup>®</sup></b></li><li>■ <b>BAG TO NATURE<sup>™</sup></b></li><li>■ <b>ECOGUARD<sup>™</sup></b></li></ul> <p><i>"To encourage composting and help offset the cost of biodegradable bags."</i></p> <p><b>DOESN'T APPLY TO PREVIOUS PURCHASES VALID ONLY AT KENOSHA-AREA RETAILERS</b></p> <p><b>Expiration Date: 12/31/2011</b></p>
<p><b>OFFER CODE: 74640</b></p>	



ENGINEERING DIVISION  
MICHAEL M. LEMENS, P.E.  
DIRECTOR/CITY ENGINEER

STREET DIVISION  
JOHN H. PRIJIC  
SUPERINTENDENT

ASSISTANT CITY ENGINEER  
SHELLY BILLINGSLEY, P.E.  
STORMWATER UTILITY

Ronald L. Bursek, P.E., Director

Municipal Building · 625 52<sup>nd</sup> ST · RM 305 · Kenosha, WI 53140  
Telephone (262) 653-4150 · Fax (262) 653-4056

March 17, 2011

To: Anthony Nudo, Chairman  
Stormwater Utility Committee

From: Ronald L. Bursek, P.E.   
Director of Stormwater Utility

CC: Eric Haugaard  
Alderman District 1

Subject: ***Professional Services Agreement with AECOM Technical Services, Inc. for Pennoyer Beach Stormwater Best Management Practices as part of the Great Lakes Restoration Initiative Grant.***

**BACKGROUND INFORMATION**

The Kenosha Stormwater Utility staff seeked proposals to complete the design of the Pennoyer Beach Outfall Infiltration Basin and upstream best management practices (BMP) as outlined in the Great Lakes Restoration Initiative (GLRI) Grant. The Stormwater Utility contacted 4 firms and received two proposals and has chosen AECOM based on a Qualification Based Selection process.

Staff has negotiated the contract with AECOM to complete and/or aid in the following tasks:

- Project Management – work scheduling, meetings and scope refinement as it deals with developing upstream BMPs
- Public Meetings
- Grant Management Support – GLRI is a new program with outlined EPA requirements relating to monitoring, progress reporting, and testing for effectiveness in meeting the GLRI goals
- Preliminary Engineering – preliminary engineering when identifying upstream BMPs and the feasibility analysis for the sites identified.
- Final Design – Modeling, Geotechnical Analysis, and Construction Drawings and Specifications
- Permitting – Discussion and Approval process with the Wisconsin Department of Natural Resources for construction of the Infiltration Basin on Pennoyer Beach.

**RECOMMENDATION**

Approve Professional Service Agreement between the Kenosha Stormwater Utility and AECOM Technical Services, Inc. in the amount of \$76,000 to include their quote of \$75,421 with \$579 of contingency and authorize the Director to execute the contract. The funding for this work will be paid for out of CIP SW-10-003 Pollution Prevention and the Great Lakes Restoration Initiative Grant Funding.

**CONSULTING AGREEMENT AND AUTHORIZATION TO PROCEED**

This Agreement between AECOM Technical Services, Inc. (ATS), with offices at 1020 N. Broadway, Suite 400, Milwaukee, WI 53202 and City of Kenosha "CLIENT"), with offices at 625 52<sup>nd</sup> Street, Room 305, Kenosha, Wisconsin, 53140.

- 1. ATS agrees to perform the services described in Attachment A ("SCOPE OF SERVICES") and Attachment B ("BUDGET").
- 2. CLIENT authorizes ATS to perform these SERVICES for the following project and location: Drainage Improvement Design – Beach Drive / Beach Court.
- 3. ATS is willing to perform the SERVICES in exchange for the following fee (check and complete):

\_\_\_\_\_ CLIENT will pay on a **time and material** basis. ATS will invoice according to the Fee Schedule\* attached to the PROPOSAL.

\_\_\_\_\_ CLIENT will pay a **lump sum** of \$ \_\_\_\_\_ ATS will invoice monthly on a percentage completed basis.

X CLIENT will pay on a **time and material basis not to exceed** the sum of \$ 75,421. ATS will invoice according to the per diem rates in effect at the time the services are executed. See Attachment B for details.

\_\_\_\_\_ CLIENT will pay a retainer in the amount of \$ \_\_\_\_\_, to be applied against the fee.

\* ATS reserves the right to adjust its Fee Schedule annually.

4. **Billing:** ATS will submit invoices to CLIENT monthly. CLIENT recognizes that timely payment is a material part of this Agreement. Each invoice is due and payable within forty-five (45) calendar days of the date of the invoice. CLIENT will pay an additional charge of one and one-half percent (1.5%) per month not to exceed the maximum rate allowed by law for any payment received by ATS more than forty-five (45) calendar days from the date of the invoice. CLIENT will pay when due that portion of invoice, if any, not in dispute. If CLIENT fails to pay any undisputed invoiced amounts within forty-five (45) calendar days of the date of the invoice, ATS may suspend its performance or terminate this Agreement without incurring any liability to CLIENT and without waiving any other claim against CLIENT.

5. Special Provisions: X NONE \_\_\_\_\_ ATTACHMENT

6. **CLIENT RECOGNIZES THAT THE PRESENCE OF HAZARDOUS MATERIALS OR POLLUTION ON OR BENEATH THE SURFACE OF A SITE MAY CREATE RISKS AND LIABILITIES. CONSEQUENTLY, CLIENT RECOGNIZES THIS AGREEMENT WILL ACCORDINGLY LIMIT CONSULTANT'S LIABILITY, AS DESCRIBED IN SECTION 10, BELOW.**

CLIENT confirms reading this document in full (including the terms 7 through 18 on the following page). This Agreement when executed by ATS is an offer to perform the services, open for acceptance within 30 days. This Agreement becomes effective on the date CLIENT signs below.

CLIENT	AECOM Technical Services, Inc.
By: _____	By: <u>Scott Solverson</u>
Name: _____	Name: Scott Solverson, P.E.
Title: _____	Title: <u>VIC President</u>
Date: _____	Date: <u>3/7/2011</u>



7. **Standard of Care:** ATS will perform the Services in accordance with the standards of care and diligence normally practiced by consulting firms performing services of a similar nature in the same locale.

8. **Indemnity/Limitation of Liability:** Subject to any limitations stated in this Agreement, ATS will indemnify and hold harmless CLIENT, its officers, directors, employees, and subcontractors, from and against all claims and actions, including reasonable attorneys fees, arising out of damages or injuries to persons or tangible property to the extent they are caused by a professionally negligent act, error, or omission of ATS or any of its agents, subcontractors, or employees in the performance of Services under this Agreement. ATS will not be responsible for any loss, damage, or liability arising from any contributing negligent acts by CLIENT, its subcontractors, agents, staff, or consultants. Neither party will be responsible to the other for consequential damages including, but not limited to, loss of profit, loss of investment or business interruption. The CLIENT also agrees to seek recourse only against ATS and not against its officers, employees, directors, or shareholders.

9. **Insurance:** During the period that Services are performed under this Agreement, ATS will maintain the following insurance: (1) Workers' Compensation coverage in accordance with the laws of the states having jurisdiction over its employees engaged in the Services and Employer's Liability Insurance (limit of \$500,000 each occurrence.); (2) Commercial General Liability Policy with a limit of \$1,000,000 per occurrence and a \$2,000,000 aggregate; (3) Commercial Automobile Liability with a limit of \$500,000 per occurrence and a \$1,000,000 aggregate; and (4) Professional Liability coverage with a \$500,000 limit on each claim and a \$1,000,000 aggregate.

10. **Hazardous Substances/Hazardous Waste:** CLIENT represents that if CLIENT knows or has reason to suspect that hazardous substances or pollution may exist at the project site, CLIENT has fully informed ATS. In the event ATS encounters hazardous substances or contamination significantly beyond that originally represented by CLIENT, ATS may suspend its Services and enter into good faith renegotiation of this Agreement. CLIENT acknowledges that ATS has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site and CLIENT agrees to defend, indemnify, and hold harmless ATS, from any claim or liability, arising out of ATS's performance of work under this Agreement and made or brought against ATS for any actual or threatened environmental pollution or contamination except to the extent that ATS has negligently caused or contributed to any such pollution or contamination. This indemnification includes reasonable attorney fees and expenses incurred by ATS in defense of such claim.

11. **Sample Ownership:** All samples and cuttings of materials containing hazardous contaminants are the property and responsibility of CLIENT. Removal of cuttings from the project site will remain the obligation of CLIENT. Absent direction from CLIENT, ATS may return all contaminated samples and laboratory byproducts to the CLIENT for proper disposal or treatment.

12. **Buried Utilities:** In those situations where ATS performs subsurface exploration, CLIENT, to the extent of its knowledge, will furnish to ATS information identifying the type and location of utilities and other man-made objects beneath the surface of the project site. ATS will take reasonable precautions to avoid damaging these utilities or objects. Prior to penetrating the site's surface, ATS will furnish CLIENT a plan indicating the locations intended for penetration. CLIENT will approve the location of these penetrations and authorize ATS to proceed.

13. **Documents and Records:** CLIENT and ATS recognize that applying applicable Wisconsin public records laws to particular records requests can be difficult, in light of software copyright and licensing rights. To ensure that applicable laws are followed, both with regard to intellectual property rights, and with regard to public records laws, CLIENT and ATS agree as follows. When CLIENT receives public records requests for matters that CLIENT believes might be proprietary or confidential, CLIENT will notify ATS of the request. Within three (3) days of such notification (subject to extension of time upon mutual written agreement), ATS shall either provide CLIENT with the record that is requested, for release to the requestor; or ATS shall advise CLIENT that ATS objects to the release of the requested information, and the basis for the objection. If for any reason CLIENT concludes that CLIENT is obligated to provide a record to a requestor that is in ATS's possession, ATS shall provide such records to CLIENT immediately upon CLIENT's request. ATS shall not charge for work performed under this paragraph, except for the "actual, necessary and direct" charge of responding to the records request, as that is defined and interpreted in Wisconsin law.

In addition to, and not the exclusion or prejudice of, any provisions of this agreement or documents incorporated herein by reference, ATS shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the CLIENT, its officers, agents, employees and independent contractors growing out of (i) CLIENT's denial of a records request, based upon objections made by ATS, or (ii) ATS's failure to provide records to CLIENT upon CLIENT's request; or (iii) CLIENT's charges made to a records requestor, based upon reimbursement of costs ATS charged to CLIENT in responding to a records request; or (iv) CLIENT's lack of timely response to a records request, following ATS's failure to timely respond to CLIENT as required herein; or (v) CLIENT's provision of records to a requestor that were provided to CLIENT by ATS in response to a records request.



ATS's claims of intellectual property rights, or any other copyright or confidentiality claims, shall be waived such that CLIENT may provide all requested documents, programs, data, and other records to the requestor, upon failure by ATS to defend, indemnify or hold harmless the CLIENT as required herein, and/or upon judgment of a court having jurisdiction in the matter requiring release of such records.

14. **Change Orders:** ATS will treat as a change order any written or oral order (including directions, instructions, interpretations or determinations) from CLIENT which request changes in the Services. ATS will give CLIENT notice within ten (10) days of the change order of any resulting increase in fee. Unless Client objects in writing within five (5) days, the change order becomes a part of this Agreement.

15. **Third-Party Rights:** Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than CLIENT and ATS.

16. **Assignment/Status:** The CLIENT will not delegate, assign, sublet, or transfer any interest in this Agreement without the written consent of ATS. ATS is an independent consultant and not the agent or employee of CLIENT.

17. **Termination:** Either party may terminate the Services with or without cause upon ten (10) days advance written notice. If Client terminates without cause, CLIENT will pay ATS costs incurred, noncancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors.

18. **Complete Agreement:** The Parties acknowledge this Agreement; including the Proposal and any Attachments constitute the entire Agreement between them. Unless stated otherwise in this Agreement, this Agreement may not be modified except in a writing signed by both parties. The parties agree that Wisconsin law governs this Agreement and any dispute involving the Agreement.



**ATTACHMENT A**  
**SCOPE OF SERVICES**  
**City of Kenosha**  
**Pennoyer Stormwater Project**  
**February 10, 2011**

**Description**

This project generally consists of the providing professional services for public meetings, grant management support, preliminary engineering, and final engineering and design for the Pennoyer Stormwater Project. The ultimate product will be design documents (drawings and specifications) suitable for advertised competitive bidding for the construction of a stormwater best management practice (BMP) adjacent to the outfall located at Pennoyer Beach Park, and BMPs within the drainage basin that drains to the outfall at Pennoyer Beach Park. The following scope of services describes the tasks in more detail.

**Task 1: Project Management**

This task generally involves work scheduling, work delegation, and billing coordination. It also includes time for up to three project meetings. These meetings would be considered internal meetings and only include attendance from AECOM staff, City Staff, and other applicable officials. It is anticipated that these will include a project kick-off meeting, and two progress meetings. Additional project coordination with City staff is anticipated with phone conference calls, and is included in this task.

**Task 2: Public Meetings**

Up to five public meetings are planned for this project. This task involves time for meeting preparation, travel, and attendance by the project manager and project engineer. It is anticipated that these meetings will take place at the city hall and will include city staff, stakeholders (e.g. environmental groups), and the general public (e.g. citizens that live within the drainage basin). It is anticipated that each of these meetings will require a brief presentation by AECOM staff (e.g. PowerPoint), along with a question/answer period. The City will be responsible for coordinating the logistics of the meetings and public notifications.

**Task 3: Grant Management Support**

The City was awarded an Environmental Protection Agency (EPA) Great Lakes Restoration Initiative (GLRI) grant to fund the majority of this project. As a result, the City must submit project status updates to the EPA during the course of the project. This task involves AECOM providing support to the City to complete these submittals. It is assumed that AECOM will perform this task through construction, and until the project is complete.

Because the GLRI is a new program, the specific level of effort for managing the grant is not well known. AECOM has made its best attempt to determine the appropriate level of effort for this work. If it is found through the completing this task that the level of effort is less or more than anticipated, AECOM will communicate this with the City, and as a result, a contract amendment may be required.

It is estimated that construction will be substantially completed by November 30, 2011. However, we would recommend that the project extend through spring of 2012, to include to contractor to complete maintenance of the facilities until base vegetation is established. As a result, the project would have five quarterly reports, four semi-annual reports, and one final report.

Specifically, AECOM will assist with:

**3.1 Quarterly Reports**

Based on the requirements of part 5[A] of the GLRI Agreement's Programmatic Conditions, and the anticipated project schedule, AECOM will assist the City in completing five quarterly reports. AECOM will complete a draft of each quarterly report based on the Great Lakes Accountability System (GLAS). AECOM can either email applicable information to the City for them to enter into the GLAS system, or AECOM can enter the information directly into the GLAS system, and then the City can review, edit, and submit.

**3.2 Semi-annual Reports**



Based on the requirements of part 5[B] of the GLRI Agreement's Programmatic Conditions, and the anticipated project schedule, AECOM will assist the City in completing four semiannual reports. AECOM will complete a draft of each semiannual report based and electronically submit to the City for the review. The City can then submit the report to the EPA.

### 3.3 Final Report

Based on the requirements of part 5[C] of the GLRI Agreement's Programmatic Conditions, AECOM will assist the City in completing a final report of the project at its completion. Based on review of the part 5[C] of the GLRI Agreement's Programmatic Conditions, it is anticipated that an as-built survey of the constructed BMPs will be required. This effort has been included in the level of effort. AECOM will complete a draft of the final report and electronically submit to the City for the review. The City can then submit the report to the EPA.

#### **Task 4: Preliminary Engineering**

During the EPA grant application phase, the EPA requested that the City include BMPs in the upper part of the drainage basin as part of this project. Preliminary engineering will include identifying locations in the drainage basin for upstream BMP sites, and then developing a feasibility analysis for these sites. The feasibility analysis will make use of existing geographic information that the City will provide to AECOM in compatible Geographic Information System (GIS) format (e.g. storm sewer system, sanitary sewer system, water main, parcel lines, topography, latest aerial imagery). The feasibility analysis will include:

- a) Reviewing drainage basin topography and sub-basin characteristics to site the BMPs in effective and efficient locations.
- b) Reviewing land use and open space locations for opportunities to site the BMPs.
- c) Reviewing of existing infrastructure for potential utility conflicts.
- d) Developing a base hydrologic/hydraulic (H/H) model including mainline storm sewer. This will be used to verify the BMPs will not impede the conveyance capacity of the drainage system.
- e) Developing, if necessary, a WinSLAMM (Source Loading and Management Model) to evaluate the effectiveness of proposed BMPs.

It is anticipated that approximately six potential upstream BMPs and associated sites will be identified. Subsequent to the feasibility analysis, AECOM will provide a recommendation of BMPs to be included in the final design. This task will be summarized in a "Preliminary Engineering Design" memorandum.

#### **Task 5: Final Design**

##### 5.1 Field Survey

For the proposed BMPs identified in the "Preliminary Engineering Design" memorandum (Task 4), field survey of the site limits for each BMP will be completed.

The following information will be collected:

- a) Utilities - Locate all available utilities within and adjacent to the project area. Survey these locations and incorporate in drawings. One Diggers Hotline locate will be ordered for the survey areas. The field survey will include only the utilities as marked by Diggers Hotline.
- b) Trees greater than 4-inches in diameter and other major landscape features
- c) Street right-of-ways and property corners
- d) General site topography

The horizontal control will be based on Wisconsin State Plane coordinate system NAD 27 and the vertical control will be to the NGVD 29 datum or to the City of Kenosha datum. This task also includes office time to reduce final data and create one base drawing which will include contours and be provided in a Civil 3D format.

Because the exact sites are not known at the time of drafting this scope, the level of effort for survey is based on best available information, and may need to be revised once specific sites are identified.



## 5.2 Geotechnical Analysis

AECOM will complete a geotechnical analysis of the site for the proposed infiltration basin at Pennoyer Beach. This will include completing up to three borings to a depth of 5 feet each, using a hand auger or geo-probe. Representative samples will be taken every 2.5 feet, and classified based on grain size. An estimate of water table will also be recorded for each boring.

To evaluate the infiltration capacity of the soils, a double ring infiltrometer test will also be performed at the site for the proposed infiltration basin at Pennoyer Beach. Up to two infiltrometer tests will be completed.

## 5.3 Modeling - H/H Analysis and Water Quality

Using data from the updated survey, the previously completed H/H model (Task 4) will be updated and detail will be added as necessary to evaluate the final alternatives. The final alternative will be evaluated using the NRCS (formerly SCS) runoff curve number method for the 50- and 10-percent annual exceedance probability storm (commonly known as the 2- and 10-year storms) using the NRCS Type 2 storm distribution.

A WinSLAMM model will be developed for each BMP included in the final design. The model will be used to size the BMPs and provide an estimate of pollutants removed (e.g. sediment).

## 5.4 Preparation of design and construction drawings

Construction drawings and specifications shall be developed at a level of detail in which the project is suitable for advertised competitive bidding. The drawings shall be 22"x34" sheets at a minimum horizontal scale of 1 inch = 40 feet, and vertical scale of 1 inch = 4 feet. It is anticipated that six to ten sheets will be required. They will include a grading plan, applicable details, erosion control plan, and landscape/restoration plan.

An 80-percent complete plan set will be submitted to the City for review and comment. Comments will be incorporated into the final drawings. Up to 25 copies of the final drawing set will be provided to the City for the bidding process.

## 5.5 Preparation of construction specifications

AECOM will prepare a specification book for the project. AECOM will develop technical specifications for the design. It is assumed that the City will provide AECOM "front end" documents (e.g. bid form, advertisement, etc) for incorporation into the specification book.

An 80-percent complete specification book will be submitted to the city for review and comment. Comments will be incorporated into the final book. Up to 25 copies of the final specification book will be provided to the City for the bidding process. AECOM will prepare an engineer's estimate of probable construction costs based on the final design and specifications.

It is assumed that the City will distribute plans and specifications to prospective bidders.

## 5.6 Information Signage Design

To comply with EPA grant requirement, an informational sign will be part of the project. AECOM will develop a graphic design and develop a specification for the sign. This information will be included in the over bid documents for construction (see Task 5.5).

## 5.7 Bidding Support

AECOM will be available to answer questions from potential bidders during the bidding process. AECOM will review received bids, checking for balanced bids and conformance to requirements. AECOM will provide a recommendation to which bid the City should award the project.

This scope does not include any construction related services (e.g. pre-construction meetings, construction inspection). Should the City desire, these services can be amended to the project.

## **Task 6: Permitting**



It is anticipated that there will be more than one acre of disturbance and therefore a "Construction Erosion and Sediment Control" permit (Notice of Intent (NOI)) will be required. AECOM will assemble the forms and supporting documentation necessary for this permit application. It is assumed that the City will submit the permit application and any related application fees.

It is anticipated that a WDNR Chapter 30 permit will be required for the work at Pennoyer Beach because it will occur below the Ordinary High Water Mark (OHWM). Based on information available at the time that this scope was drafted, it is assumed that a Chapter 30 General Permit will be required. AECOM will assemble the forms and supporting documentation necessary for this permit application. It is assumed that the City will submit the permit application and any related application fees.

The level of effort for these permits assume that one round of comments will be required to be addressed after the WDNR's initial review of the permit applications.



# ATTACHMENT B

## BUDGET

Task		Project Manager	Project Engineer	Geotech Engineer	Staff Engineer	RL Surveyor	Word Process.	Total Hours	Estimated Labor Cost	Other Direct Costs	Total Task Cost
1	Project Management	18.0	12.0					30	\$3,894	\$120	\$4,014
2	Public Meetings	18.0	25.0					43	\$5,519	\$200	\$5,719
3	Grant Management Support										
3.1	Quarterly Reports	1.5	20.0		40.0		4.0	66	\$6,144		\$6,144
3.2	Semi-annual Reports	1.5	40.0		64.0		4.0	110	\$10,588		\$10,588
3.3	Final Report	2.0	24.0		40.0	48.0	4.0	118	\$11,030		\$11,030
4	Preliminary Engineering	4.0	24.0		40.0				\$6,772		\$6,772
5	Final Design										
5.1	Survey	1.0				48.0			\$4,453		\$4,453
5.2	Geotechnical Analysis	1.0	2.0	10.0	10.0				\$2,393	\$600	\$2,993
5.3	Modeling	1.0	4.0		40.0			45	\$3,873		\$3,873
5.4	Design and Drawings	2.0	8.0		60.0			70	\$6,126	\$250	\$6,376
5.5	Specifications	1.0	4.0		40.0		8.0	53	\$4,281	\$125	\$4,406
5.6	Informational Sign Design	1.0	6.0		40.0				\$4,123		\$4,123
5.7	Bidding Support	2.0	4.0					6	\$766		\$766
6	Permitting		2.0		40.0			42	\$3,490	\$675	\$4,165
	<b>TOTAL</b>	<b>54</b>	<b>175</b>	<b>10</b>	<b>414</b>	<b>96</b>	<b>20</b>	<b>582</b>	<b>\$73,451</b>	<b>\$1,970</b>	<b>\$75,421</b>

ATS will bill the CLIENT not less than monthly, with net payment due in 45 days. Past due invoices will be subject to a service charge at the rate of 1 ½ percent per month. The monthly bill shall consist of a summary of direct labor hours by ATS standard classifications, plus a listing of reimbursable costs incurred.

The above rates include **all** employees' wages, payroll burdens, overhead, and profit.

CLIENT is charged for time actually spent on the project. All timesheets are available for inspection at any reasonable time.

Non-project stenographic, general clerical and accounting work, general office expense, and general administrative costs are included in overhead. These costs are not billed separately.

Additional work can be added to the project, when agreed to by both the CLIENT and AECOM, which would be based on our standard hourly billing rates.



## SECOND EXTENSION AGREEMENT

This Second Extension Agreement (“Extension”) is entered into this 31<sup>st</sup> day of March, 2011, 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 quasi-municipal corporation in the State of Wisconsin.

WHEREAS, the Tribe, the Authority, the City and the County have entered into that certain Intergovernmental Agreement effective as of March 28, 2005 (the “Intergovernmental Agreement”), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Intergovernmental Agreement was extended by the parties in Extension Agreement dated December 30, 2009, which is attached such as Exhibit B; and

WHEREAS, all parties agree that the Intergovernmental Agreement as extended remains in full force and effect; and

WHEREAS, the Intergovernmental Agreement is set to expire on March 31, 2011 unless all approvals necessary to implement the Tribe's and the Authority's proposal to develop and operate a gaming facility in Kenosha are obtained prior to that date (see Intergovernmental Agreement, Section 3); and

WHEREAS, the Tribe and the Authority have not yet received all necessary approvals and it appears that such approvals will not be obtained prior to March 31, 2011; and

WHEREAS, the Tribe, the Authority, the City and the County wish to extend the term of the Intergovernmental Agreement as extended to provide the Tribe and the Authority with additional time to receive all necessary approvals, up to June 30, 2011.

### AGREEMENT

**NOW, THEREFORE**, the parties hereto agrees as follows:

#### **Section 1.**

The term of the Intergovernmental Agreement is hereby extended, and Section 3 of that Agreement is amended, as follows:

The Intergovernmental Agreement shall remain in effect for so long as the Federal Trust Land exists, unless otherwise terminated by the mutual written consent of the Tribe, the

Authority, the City and the County. The Intergovernmental Agreement shall terminate if the Tribe and the Authority are unsuccessful in securing the approvals necessary to implement the Tribe's and the Authority's proposal to develop and operate the Kenosha Facility by June 30, 2011.

**Section 2.**

The terms of this Second Extension shall become effective upon approval of the governing bodies of the City, the County, the Tribe and the Authority and execution by the appropriate officers of the parties.

**Section 3.**

Nothing in this Second Extension is meant to amend, nor does it amend, any of the provisions of the Intergovernmental Agreement other than Section 3. All other provisions of the Intergovernmental Agreement remain in effect.

**Section 4.**

The Tribe, the Authority, the City and the County each represent and warrant that each has performed all acts precedent to adoption of this Extension, including but not limited to matters of procedure and notice, and each has the full power and authority to execute this Extension and to perform its obligations in accordance with the terms and conditions thereof, and that the representative executing this Extension on behalf of such party is duly and fully authorized to execute and deliver this Extension.

**Section 5.**

This Second Extension may be executed in several counterparts, each of which fully executed counterparts shall be deemed an original.

**Section 6.**

The Authority shall submit this Second Extension to the Secretary of the Interior under 25 U.S.C. Section 81 and the National Indian Gaming Commission under the Indian Gaming Regulatory Act for a determination by the Secretary that this Second 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.

IN WITNESS WHEREOF, the Tribe, the Authority, the City and the County have respectively signed this Second 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: \_\_\_\_\_  
Michael Higgins, 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: \_\_\_\_\_

**Exhibit "A"**

**EXTENSION AGREEMENT**

This Extension Agreement ("Extension") is entered into this 30th day of December, 2009 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 quasi-municipal corporation in the State of Wisconsin.

**RECITALS**

WHEREAS, the Tribe, the Authority, the City and the County have entered into that certain Intergovernmental Agreement effective as of March 28, 2005 (the "Intergovernmental Agreement"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, all parties agree that the Intergovernmental Agreement remains in full force and effect; and

WHEREAS, the Intergovernmental Agreement is set to expire on December 31, 2009 unless all approvals necessary to implement the Tribe's and the Authority's proposal to develop and operate a gaming facility in Kenosha are obtained prior to that date (*see* Intergovernmental Agreement, Section 3); and

WHEREAS, the Tribe and the Authority have not yet received all necessary approvals and it appears that such approvals will not be obtained prior to December 31, 2009; 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, up to March 31, 2011.

**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 Intergovernmental Agreement shall remain in effect for so long as the Federal Trust Land exists, unless otherwise terminated by the mutual written consent of the Tribe, the

Authority, the City and the County. The Intergovernmental Agreement shall terminate if the Tribe and the Authority are unsuccessful in securing the approvals necessary to implement the Tribe's and the Authority's proposal to develop and operate the Kenosha Facility by March 31, 2011.

**Section 2.**

The terms of this Extension shall become effective upon approval of the governing bodies of the City, the County, the Tribe and the Authority and execution by the appropriate officers of the parties.

**Section 3.**

Nothing in this Extension is meant to amend, nor does it amend, any of the provisions of the Intergovernmental Agreement other than Section 3. All other provisions of the Intergovernmental Agreement remain in effect.

**Section 4.**

The Tribe, the Authority, the City and the County each represent and warrant that each has performed all acts precedent to adoption of this Extension, including but not limited to matters of procedure and notice, and each has the full power and authority to execute this Extension and to perform its obligations in accordance with the terms and conditions thereof, and that the representative executing this Extension on behalf of such party is duly and fully authorized to execute and deliver this Extension.

- a. The Tribe has authorized its officers to execute this Extension by the adoption of Resolution No. 09-82 adopted on December 3, 2009, a copy of which is attached hereto as Exhibit B.
- b. The Authority has authorized its officers to execute this Extension by adoption of a Consent to Board Action dated December 30, 2009, a copy of which is attached hereto as Exhibit C.
- c. The Common Council of the City has approved this Extension at a duly noticed meeting of the Common Council held on December 21, 2009, and a certified copy of the proceeding is attached hereto as Exhibit D.
- d. The Board of Supervisors of the County has approved this Extension at a duly noticed meeting of the Board of Supervisors held on December 22, 2009, and a certified copy of the proceedings of the Board of Supervisors is attached hereto as Exhibit E.

**Section 5.**

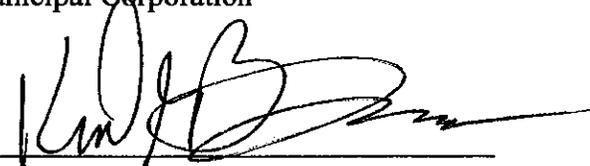
This Extension may be executed in several counterparts, each of which fully executed counterparts shall be deemed an original.

**Section 6.**

The Authority shall submit this Extension to the Secretary of the Interior under 25 U.S.C. Section 81 and 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.

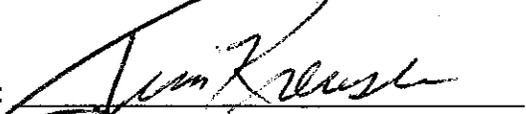
IN WITNESS WHEREOF, the Tribe, the Authority, the City and the County have respectively signed this Extension and caused their seals to be affixed and attested as of the date shown.

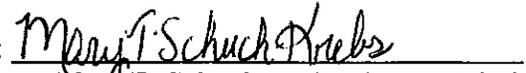
**CITY OF KENOSHA, WISCONSIN**  
A Municipal Corporation

By:   
Keith G. Bosman, Mayor  
Date: 1-14-10

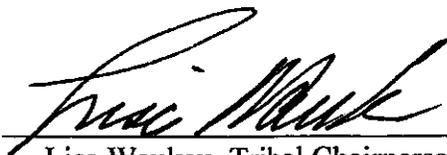
By:   
Michael Higgins, City Clerk/Treasurer  
Date: 1/14/10

**COUNTY OF KENOSHA, WISCONSIN**

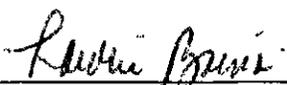
By:   
Jim Kreuser, County Executive  
Date: 1-19-10

By:   
Mary T. Schuch-Krebs, County Clerk  
Date: 1-21-10

**MENOMINEE INDIAN TRIBE OF WISCONSIN**

By:   
Lisa Waukau, Tribal Chairperson  
Date: 1-8-10

**MENOMINEE KENOSHA GAMING AUTHORITY**

By:   
Laurie Boivin, Chairman  
Date: 1-8-10



**MENOMINEE INDIAN TRIBE OF WISCONSIN  
RESOLUTION NO. 09- 82  
EXTENSION OF INTERGOVERNMENTAL AGREEMENT BETWEEN  
MENOMINEE INDIAN TRIBE, MENOMINEE KENOSHA GAMING  
AUTHORITY, CITY OF KENOSHA and COUNTY OF KENOSHA**

WHEREAS, the Menominee Indian Tribe of Wisconsin is a federally recognized Indian Tribe with all rights and powers thereto pertaining which acts through its duly constituted governing body, the Tribal Legislature; and

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 Bylaws, and

WHEREAS, the Tribe, the Menominee Kenosha Gaming Authority, the City of Kenosha and the County of Kenosha have entered into that certain Intergovernmental Agreement effective as of March 28, 2005 (the "Intergovernmental Agreement"); and

WHEREAS, the Intergovernmental Agreement is set to expire on December 31, 2009 unless all approvals necessary to implement the Tribe's and the Authority's proposal to develop and operate a gaming facility in Kenosha are obtained prior to that date (*see* Intergovernmental Agreement, Section 3); and

WHEREAS, the Tribe and the Authority have not yet received all necessary approvals and it appears that such approvals will not be obtained prior to December 31, 2009; 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, for a period of time mutually agreeable to the parties.

**NOW, THEREFORE, BE IT RESOLVED** that the Menominee Tribal Legislature approves and authorizes the Chairperson to execute an extension to the Intergovernmental Agreement substantially in conformance with the Agreement attached as Exhibit "A".

**CERTIFICATION**

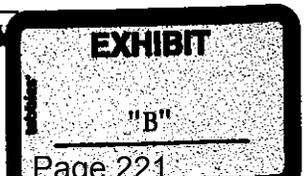
We, the undersigned officers of the Menominee Tribal Legislature hereby certify that the foregoing resolution was duly adopted at a meeting held on December 3, 2009, with a quorum present, by a vote of 8 for, 0 opposed, 0 abstentions, and 0 absent.

The undersigned further certify that the foregoing resolution has not been amended or rescinded in any way.

**MENOMINEE INDIAN TRIBE OF WISCONSIN**  
  
\_\_\_\_\_  
**LISA WAUKAU, TRIBAL CHAIRMAN  
MENOMINEE TRIBAL LEGISLATURE**

\_\_\_\_\_  
**RANDAL CHEVALIER, TRIBAL SECRETARY  
MENOMINEE TRIBAL LEGISLATURE**

**DATE: December 3, 2009**

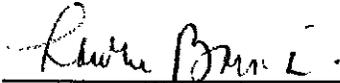


**Menominee Kenosha Gaming Authority  
Consent to Board Action**

Pursuant to Menominee Nation Ordinance 99-11, Section 3(d), the Board of Directors of the Menominee Kenosha Gaming Authority consent to the following:

The Kenosha Gaming Authority Board of Directors approves and adopts an extension of the Intergovernmental Agreement between the City of Kenosha, County of Kenosha, Menominee Indian Tribe of Wisconsin and Menominee Kenosha Gaming Authority, upon terms substantively in accordance with Exhibit "A" and authorizes the Authority Chairperson to sign on behalf of the Authority.

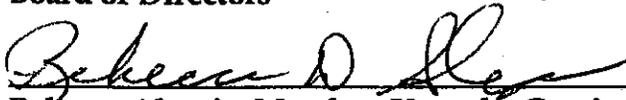
In witness whereof the members of the Menominee Kenosha Gaming Authority Board of Directors have executed this consent, which shall be effective as of the 30<sup>th</sup> Day of December, 2009.



**Laurie Boivin, Chairperson, Kenosha Gaming Authority  
Board of Directors**

12-30-09

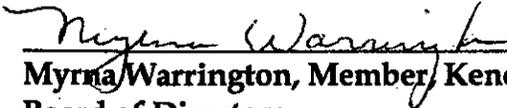
**Date**



**Rebecca Alegria, Member, Kenosha Gaming Authority  
Board of Directors**

12-30-09

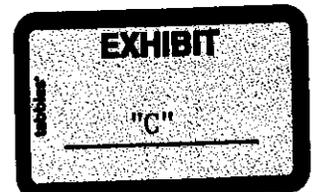
**Date**



**Myrna Warrington, Member, Kenosha Gaming Authority  
Board of Directors**

12-29-09

**Date**



COMMON COUNCIL  
OFFICIAL PROCEEDINGS  
Monday, December 21, 2009

Keith G. Bosman, Mayor Michael K. Higgins, City Clerk

KENOSHA MUNICIPAL  
BUILDING COUNCIL  
CHAMBERS ROOM 200  
Monday, December 21, 2009

At a meeting of the Common Council held this evening, His Honor, Acting Mayor G. John Ruffolo presided. Alderperson Haugaard was seated as Council President. Acting Mayor Ruffolo advised he would be voting as an Alderperson this evening.

The meeting was called to order at 7:08 p.m.

On roll call, the following members of the Common Council were present: Alderpersons Haugaard, Moldenhauer, Holland, Ruffolo, Carpenter, Ohnstad, Juliana, Marks, Ruef, Kennedy, Nudo, Misner, Prozanski, Orth, Downing and Bogdala. Alderperson Casey was previously excused.

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

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

It was moved by Alderperson Nudo, seconded by Alderperson Carpenter, to approve the minutes of the meeting held December 1, 2, 7, and 15, 2009.

Motion carried unanimously.

Four (4) Citizens spoke during Citizen's Comments: Tom Reiherzer, Eric Olson, Ed Gray and Louis Rugani.

**A. REFERRALS**

**TO THE COMMITTEE ON FINANCE**

**TO THE PUBLIC WORKS COMMITTEE**

**TO THE PUBLIC SAFETY & WELFARE COMMITTEE**

**TO THE CITY PLAN COMMISSION**

THIS IS TO CERTIFY THAT THIS  
IS A TRUE AND CORRECT COPY  
OF THE RECORD ON FILE IN THE  
OFFICE OF THE CITY CLERK  
TREASURER CITY OF KENOSHA  
WISCONSIN

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

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

- a. 7 applications for an Operator's (Bartenders) license, per list on file in the office of the City Clerk.
- b. There were no application(s) for a transfer of agent status of Beer and/or Liquor licenses, per list on file in the office of the City Clerk.
- c. There were no application(s) for a special Class "B" Beer and/or "Class B" Wine license per list on file in the office of the City Clerk.
- d. There were no applications for Taxi Driver's licenses per list on file in the office of the City Clerk.

On a voice vote, motion carried.

B.2. It was moved by Alderperson Downing, seconded by Alderperson Carpenter, to receive and file Communication from the Director of Neighborhood Services and Inspections regarding action by the Public Safety & Welfare Committee to approve a request to install a YMCA off-premise noncommercial directional sign at 6818 53rd Street.

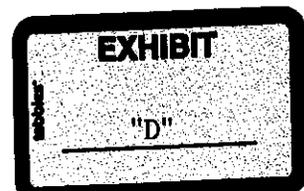
On a voice vote, motion carried.

**C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS**

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

-50 demerit points:

- a. Jennifer Licary



COMMON COUNCIL  
OFFICIAL PROCEEDINGS  
Monday, December 21, 2009

Keith G. Bosman, Mayor

Michael K. Higgins, City Clerk

- b. Kristine Montague
- c. Wendy Moravec
- d. Breanna Smith

-90 demerit points:

- e. Christopher Kline

C.1.1. It was moved by Alderperson Juliana, seconded by Alderperson Downing to separate action on C.1.a through C.1.d From C.1.e. On a voice vote, motion carried. A hearing was held. No one appeared.

On a voice vote, motion to approve C.1.a. Through C.1.d. subject to 50 demerit points carried.

C.1.2. It was moved by Alderperson Nudo, seconded by Alderperson Carpenter to approve C.1.e., subject to 90 demerit points.

A hearing was held. No one appeared. On a voice vote, motion carried.

C.2. It was moved by Alderperson Nudo, seconded by Alderperson Kennedy, to approve application of Scott Larson for a New Taxi Driver license Subject to 40 Demerit Points.

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

C.3. It was moved by Alderperson Nudo, seconded by Alderperson Juliana, to approve application of Linda Acevedo for a New Taxi Cab license (My Way Cabs), Located at 6011 29th Avenue Suite L, with no adverse recommendations.

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

C.4. It was moved by Alderperson Nudo, seconded by Alderperson Kennedy, to approve application of Bacchus Billiards, LLC, Brian D'Angelo, Agent, for a Class "B" Beer/"Class B" Liquor License located at 5010 7th Avenue, (Bacchus Billiards). (2nd District)

A hearing was held. The applicant was present and spoke. On a voice vote, motion carried.

C.5. Due to the approval of C.4., the application of Friends of Wisconsin, LLC, Timothy S. Krueger, Agent, for a Class "B" Beer/"Class B" Liquor License located at 7127 120th Avenue, (Friends Restaurant and Deli), was declared moot.

C.6. It was moved by Alderperson Downing, seconded by Alderperson Misner, to approve application of Muggshots, Inc., Michele Biundo, Agent, for a Class "B" Beer/"Class B" Liquor License located at 5513 6th Avenue, (Muggshots), with acceptance of a conditional surrender of a similar license at the same location from R&V Development, Inc., Robert LaTessa, Agent, to be effective December 22, 2009. (2nd District)

A hearing was held. Attorney Nicholas Infusino was present to speak on behalf of the applicant. On a voice vote, motion carried.

C.7. It was moved by Alderperson Nudo, seconded by Alderperson Ohnstad, to approve application of KRYN, Inc., David K. Hamelink, Agent, for a 1-day cabaret license located at 7517 22nd Avenue, (Sunnyside Club) for December 31, 2009. (3rd District)

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

C.8. It was moved by Alderperson Nudo, seconded by Alderperson Juliana, to approve application of CD DVD Game, LLC, Candice Eisenhauer, for a new Secondhand Article Dealer License located at 3717 80th Street (CD DVD Game Warehouse). (13th District)

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

C.9. It was moved by Alderperson Nudo, seconded by Alderperson Juliana, to approve Application of Goldtronics, LLC, Abdelelah Mohammad, for a new Secondhand Article & Jewelry Dealer License located at 3105 60th Street, (Jewelry & Electronics Exchange) with no adverse recommendations. (11th District)

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

C.10. It was moved by Alderperson Nudo, seconded by Alderperson Juliana, to approve renewal applications for the following with no adverse recommendations per list on file in the Office of the City Clerk:

8 Secondhand Article & Jewelry Dealers

7 Commercial Kennel, Non-Commercial Kennel, Humane Society and Pet Shop

1 Massage Therapist (Cunjun Wang)

A hearing was held. No one appeared. On a voice vote, motion carried.

**D. ORDINANCES 1ST READING**

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

D.1. By Alderperson David Bogdala, Anthony Nudo and Ray Misner - To Repeal and Recreate, Repeal and Renumber Various Sections of Chapter 2 (Section 2.02 D.5.a.; To Repeal Section 2.02 D.5.b; and To Renumber Sections 2.02 D.5.c. Through 2.02 D.5.f. as 2.02 D.5.b. Through 2.02 D.5.e.) Regarding the Review and Report of CIP City Plan Committee by the Common Council.

D.2. By the Mayor - To Amend, Renumber, and Create Various Sections in Chapter 33 (Section 33.07 by Adding the Definition of the Term Soil Stockpile thereto; to Renumber Sections 33.10 G., H., I. And J. as Sections 33.10 I., J., K., and L.; to Renumber Section 33.10 F. as Section 33.10 G.; to Create Section 33.10 F. Regarding Extensions of Time to Complete Work Regarding Erosion Control; and, to Create Section 33.10 H. Regarding Soil Stockpiles) Regarding Extension of Time to Complete Work Regarding Erosion Control and Soil Stockpiles. On a voice vote, motion carried.

**E. ZONING ORDINANCES 1ST READING**

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

E.1. By Alderpersons Anthony Nudo, David Bogdala, Ray Misner, Jesse Downing - To Repeal and Recreate Section 4.02 of the Zoning Ordinance, Entitled Review Authority - City Plan Division, City Plan Commission or Common Council"; To Repeal and Recreate Section 4.04 F. of the Zoning Ordinance; To Repeal and Recreate the First Paragraph of Section 4.04 G. of the Zoning Ordinance; and, To Repeal and Recreate Section 4.04 H. of the Zoning Ordinance, Removing the City Plan Commission as a Decision-Making Authority.

E.2. By the Mayor - To Rezone Properties Located at 5414, 5420 and 5422 22nd Avenue from B-2 Community Business District to RG-2 General Residential District, (District #7). (City of Kenosha)

E.3. By the Mayor - To Rezone Property Located at 5504 22nd Avenue from B-2 Community Business District to RG-2 General Residential District, (District #7). (Kenosha Housing Authority)

On a voice vote, motion carried.

**F. ORDINANCES 2ND READING**

F.1. It was moved by Alderperson Nudo, seconded by Alderperson Downing, to adopt Ordinance 52-09. A public hearing was held. No one spoke for or against said ordinance.

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

**ORDINANCE NO. 52-09**

**BY: COMMITTEE ON PUBLIC  
SAFETY AND WELFARE**

**TO AMEND SECTION 7.12 C. OF THE CODE OF GENERAL ORDINANCES, BY  
RESCINDING THEREFROM THE STOP SIGNS ON 66th STREET AT ITS INTERSECTION  
WITH 111TH AVENUE; AND, TO AMEND SECTION 7.12 B. OF THE CODE OF GENERAL  
ORDINANCES, TO INCLUDE A FOUR WAY STOP AT THE INTERSECTION OF 66TH  
STREET AND 111th AVENUE**

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

Section One: Section 7.12 C. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby amended by deleting the following therefrom:

All vehicles traveling East/West on 66th Street shall stop before entering the intersection with 111th Avenue.

Section Two: Section 7.12 B. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is

COMMON COUNCIL  
OFFICIAL PROCEEDINGS  
Monday, December 21, 2009

Keith G. Bosman, Mayor

Michael K. Higgins, City Clerk

hereby amended by adding the following thereto:

66th Street and 111th Avenue.

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

**APPROVED:**

**KEITH G. BOSMAN, MAYOR**

**ATTEST:**

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

F.2. It was moved by Alderperson Nudo, seconded by Alderperson Juliana, to adopt Ordinance 53-09.

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

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

**ORDINANCE NO. 53-09**

**BY: COMMITTEE ON PUBLIC**

**SAFETY AND WELFARE**

**TO AMEND SECTION 7.12 C. OF THE CODE OF GENERAL ORDINANCES FOR THE CITY OF KENOSHA, WISCONSIN, BY ADDING A WESTBOUND STOP SIGN ON 65TH STREET BEFORE ENTERING THE INTERSECTION WITH 92ND AVENUE**

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

Section One: Section 7.12 C. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby amended by adding the following thereto:

All vehicles traveling Westbound on 65th Street shall stop before entering the intersection with 111th Avenue.

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

**APPROVED:**

**KEITH G. BOSMAN, MAYOR**

**ATTEST:**

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

F.3. It was moved by Alderperson Nudo, seconded by Alderperson Juliana, to adopt Ordinance 54-09.

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

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

**ORDINANCE NO. 54-09**

**BY: COMMITTEE ON PUBLIC SAFETY AND WELFARE**

**TO AMEND SECTION 7.12 C. OF THE CODE OF GENERAL ORDINANCES TO RESCIND THE STOP SIGN ON 35TH AVENUE AT ITS INTERSECTION WITH 14TH STREET AND, TO AMEND SECTION 7.125 TO INCLUDE A NORTH/SOUTH YIELD SIGN ON 35TH AVENUE BEFORE ENTERING THE INTERSECTION WITH 14TH PLACE**

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

Section One: Section 7.12 C. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is amended by deleting therefrom:

All vehicles traveling Southbound on 35th Avenue shall stop before entering the intersection with 14th Place.

Section Two: Section 7.125 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is amended by adding the following thereto: "35th Avenue" in Column A and "14th Place" in Column B.

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

**APPROVED:**

**KEITH G. BOSMAN, MAYOR**

**ATTEST:**

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

F.4. It was moved by Alderperson Carpenter, seconded by Alderperson Haugaard, to adopt Ordinance 55-09.

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

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

**ORDINANCE NO. 55-09**

**BY: COMMITTEE ON PUBLIC SAFETY AND WELFARE TO AMEND SECTION 7.125 OF THE CODE OF GENERAL ORDINANCE ENTITLED, "STREETS CONTROLLED BY YIELD SIGNS" TO INCLUDE EAST/WEST YIELD SIGNS ON 26TH STREET BEFORE ENTERING ITS INTERSECTION WITH 25TH AVENUE**

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

Section One: Section 7.125 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is amended by including therein "26th Street" in Column A and "25th Avenue" in Column B.

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

**APPROVED:**

**KEITH G. BOSMAN, MAYOR**

**ATTEST:**

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

F.5. It was moved by Alderperson Nudo, seconded by Alderperson Ohnstad, to adopt Ordinance 56-09.

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

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

**ORDINANCE NO. 56-09**

**BY: THE MAYOR**

**TO REPEAL AND RECREATE SUBSECTION 14.015 B. OF THE CODE OF GENERAL ORDINANCES, TO INCREASE FEES FOR KENNEL AND PET SHOP LICENSES**

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

Section One: Subsection 14.015 B. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

B. LICENSE REQUIRED/FEE. It is unlawful for any person, party, firm or corporation to operate, keep or maintain within the City limits a kennel or pet shop without first having obtained a license from the City Common Council and being in compliance with all provisions of this Ordinance. License applications shall be reviewed, prior to action by the Common Council, by the Committee on Licenses/Permits. The City Clerk, or designee thereof, shall issue licenses which have been granted by the Common Council. The fee for a license issued hereunder or renewal thereof shall be Two Hundred (\$200.00) Dollars per calendar year or fraction thereof.

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

**APPROVED:**

**KEITH G. BOSMAN, MAYOR**

**ATTEST:**

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

F.6. It was moved by Alderperson Nudo, seconded by Alderperson Juliana, to adopt Ordinance 57-09.

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

On roll call vote, motion carried (13-3) with Alderpersons Orth, Bogdala and Ruef voting nay and said ordinance was thereupon adopted as follows:

**ORDINANCE NO. 57-09**

**BY: THE MAYOR**

**TO REPEAL AND RECREATE SUBSECTION 13.10 C OF THE CODE OF GENERAL ORDINANCES, INCREASING THE LICENSE FEE FOR THE STORAGE, SALE OR DISPLAY FOR SALE, OF CHRISTMAS TREES**

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

Section One: Subsection 13.10 C of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

C. License Fee. The license fee shall be the sum of Fifty (\$50.00) Dollars. Said license shall be valid only to the 3rd day of January following its issue. Each location at which Christmas Trees are stored, displayed

or sold shall require a separate license. No license shall be transferable either to person or person or place to place.

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

**APPROVED:**

**KEITH G. BOSMAN, MAYOR**

**ATTEST:**

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

F.7. It was moved by Alderperson Nudo, seconded by Alderperson Kennedy, to adopt Ordinance 58-09.

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

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

**ORDINANCE NO. 58-09**

**BY: THE MAYOR**

**TO REPEAL AND RECREATE PARAGRAPH 12.04 B.1 OF THE CODE OF GENERAL ORDINANCES TO INCREASE FEES FOR THEATER LICENSES.**

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

Section One: Paragraph 12.04 B.1 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

1. License and Fee. No person, party, firm or corporation shall operate or maintain any premises as a theater without first obtaining from the Common Council a license for the purpose. If the applicant be a firm or corporation, it shall appoint an agent, named in the application, who shall be subject to approval by the Common Council and who shall have all the qualifications of a person applying for a license. The fee for such a license, which shall be for a period of one (1) year, shall be Five Hundred (\$500.00) Dollars. The license period shall be June 1st through the following May 31st. Licensees and agents must be persons, eighteen (18) years of age or older, and of good moral character. The license shall be valid only with respect to the premises described in the application, as approved by the Common Council.

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

**APPROVED:**

**KEITH G. BOSMAN, MAYOR**

**ATTEST:**

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

F.8. It was moved by Alderperson Nudo, seconded by Alderperson Kennedy, to adopt Ordinance 59-09.

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

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

**ORDINANCE NO. 59-09**

**BY: MAYOR**

**TO REPEAL AND RECREATE PARAGRAPH 10.07 D.1 OF THE CODE OF GENERAL ORDINANCES, TO INCREASE FEES FOR ANNUAL CABARET LICENSES**

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

Section One: Paragraph 10.07 D.1 of the Code of General Ordinances is repealed and recreated as follows:

1. Annual Licenses. The Annual License Fee shall be Three Hundred (\$300.00) Dollars.

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

**APPROVED:**

**KEITH G. BOSMAN, MAYOR**

**ATTEST:**

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

F.9. It was moved by Alderperson Nudo, seconded by Alderperson Kennedy, to adopt Ordinance 60-09.

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

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

**ORDINANCE NO. 60-09**

**BY: THE MAYOR**

**TO REPEAL AND RECREATE SECTION 13.03G OF THE CODE OF GENERAL ORDINANCES, REGARDING INCREASE OF PEDDLER LICENSE FEE**

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows: Section One: Section 13.03G of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

13.03 PEDDLERS G. License Fee. The license fee shall be One Hundred (\$100.00) Dollars per person, per license period, or any portion thereof. The full license fee must be submitted with the application in reasonable denominations of lawful United States tender. Section Two: This Ordinance shall become effective upon passage and publication.

**APPROVED:**

**KEITH G. BOSMAN, MAYOR**

**ATTEST:**

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

F.10. It was moved by Alderperson Nudo, seconded by Alderperson Downing, to adopt Ordinance 61-09. A public hearing was held. No one spoke for or against said ordinance.

On roll call vote, motion carried (14-2) with Alderpersons Orth and Ruef voting nay and said ordinance was thereupon adopted as follows:

**ORDINANCE NO. 61-09**

**BY: MAYOR**

**TO REPEAL AND RECREATE SECTIONS 14.01 A.3 AND SECTION 14.01 B.3 OF THE CODE OF GENERAL ORDINANCES, REGARDING INCREASE OF DOG AND CAT LICENSE FEES**

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows: Section One: Section 14.01 A.3 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows: 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 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 Two: Section 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, 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. License fees shall not be prorated or refunded when the license was effective for a portion of a license year. Section Three: This Ordinance shall become effective upon passage and publication.

**APPROVED:**

**KEITH G. BOSMAN, MAYOR**

**ATTEST:**

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

F.11. It was moved by Alderperson Prozanski, seconded by Alderperson Kennedy, to refer the proposed ordinance by the Mayor - To Renumber Section 12.01 H. and 12.01 I. and to Create Section 12.01 H. Regarding Amusement Device Fee (\$30.00 per device) to the Licensing/Permit Committee. On a voice

vote, motion carried.

**G. ZONING ORDINANCES 2ND READING**

**H. RESOLUTIONS**

It was moved by Alderperson Prozanski, seconded by Alderperson Misner, to adopt Resolutions 174-09 and 175-09. On roll call vote, motion carried unanimously and said resolutions were thereupon adopted as follows:

**H.1. RESOLUTION NO. 174-09**

**BY: FINANCE COMMITTEE**

**TO AMEND THE CITY OF KENOSHA CAPITAL IMPROVEMENT PROGRAM BY CREATING LINE FI-09-008 "FIRE RADIO EQUIPMENT" IN THE AMOUNT OF \$80,000 AND REDUCING LINE FI-06-001 "SELF-CONTAINED BREATHING APPARATUS EQUIPMENT IN THE AMOUNT OF \$80,000 FOR A NET CHANGE OF \$0**

WHEREAS, the Kenosha Fire Department needs to upgrade their radio equipment; and WHEREAS, there was a cost savings associated with the purchase of the Self-Contained Breathing Apparatus equipment; and WHEREAS, the above Amendment to the Capital Improvement Program has been approved by the City Plan Commission on October 22, 2009, Public Safety & Welfare Committee on December 14, 2009 and the Finance Committee on December 21, 2009. NOW, THEREFORE BE IT RESOLVED, by the Common Council of the City of Kenosha, Wisconsin that the Capital Improvement Program be, and hereby is, amended as follows:

<i>Line Item</i>	<i>Description</i>	<i>Available Authorization</i>	<i>Authorization Adjustment</i>	<i>Amended Authorization</i>
FI-06-001	Self-Contained Breathing Apparatus Equipment (2009)	\$552,900	(\$80,000)	\$442,900
FI-09-008	Fire Radio Equipment (2009)	0	\$80,000	\$80,000

Adopted this 21st day of December, 2009.

**APPROVED:**

**KEITH G. BOSMAN, MAYOR**

**ATTEST:**

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

**H.2.RESOLUTION NO. 175-09**

**BY: Finance Committee**

**To Amend the City of Kenosha Capital Improvement Program for 2009 By Creating Line PD09-009 "Police Furniture-Safety Building" in the Amount of \$250,000 and Reducing Line PD-09-002 "Wireless Surveillance Camera System" in the Amount of \$250,000 for a Net Change of \$0**

WHEREAS, it has been determined that the Kenosha Police Department will need furniture upon taking occupancy in the Safety Building addition; and WHEREAS, the Kenosha Police Department determined a cost savings based on surveillance equipment needed; and WHEREAS, the above amendment to the Capital Improvement Program has been approved by the City Plan Commission on October 22, 2009, Public Safety and Welfare Committee December 14, 2009 and the Finance Committee on December 21, 2009; NOW, THEREFORE BE IT RESOLVED, by the Common Council of the City of Kenosha, Wisconsin that the Capital Improvement Program be, and hereby is amended as follows:

<i>Line Item</i>	<i>Description</i>	<i>Available Authorization</i>	<i>Authorization Adjustment</i>	<i>Amended Authorization</i>
PD-09-002	Wireless Surveillance Camera System (2009)	300,000	(250,000)	50,000
PD-09-009	Police Furniture-Safety Building (2009)	0	250,000	250,000

Adopted this 21st day of December, 2009.

**APPROVED:**

**KEITH G. BOSMAN, MAYOR**

**ATTEST:**

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

H.3. The proposed resolution ALDERMAN CASEY - TO REESTABLISH RELATIONSHIP BETWEEN NEIGHBORHOOD HOUSING SERVICES OF SOUTHEAST WISCONSIN, INC., AND THE CITY OF KENOSHA, WISCONSIN was pulled.

H.4. It was moved by Alderperson Holland, seconded by Alderperson Carpenter, to adopt Resolution 176-09. On roll call vote, motion carried unanimously and said resolutions were thereupon adopted as follows:

**RESOLUTION # 176-09**

**BY: THE MAYOR**

**Relocation Order for 27th Street from 43rd Avenue West to 47th Avenue for Right-of-Way Improvements and to Authorize Other Actions Necessary to Acquire Fee Title and Interest and Possession of Certain Property**

BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin that: 1.It is declared and determined to be in the public interest to acquire fee title interest to certain property necessary for 27th Street, approximately 1,096 feet from 43rd Avenue west to 47th Avenue under authority of Section 62.22, Wisconsin Statutes, shown on a map marked Exhibit "A", and legally described on Exhibit "B", which are on file in the office of the City Clerk, and incorporated herein by reference. 2.The Director of the Department of City Development, or designees thereof, on behalf of the City of Kenosha and upon compliance with Subsection (2), respecting Appraisal, and Subsection (2.a) respecting negotiation, shall make and give notice of a Jurisdictional Offer under Subsections (3), (3.m.) and (4) of Section 32.05, Wisconsin Statutes. If any owner has not accepted the Jurisdictional Offer within the periods limited in Subsection (6) or fails to consummate an acceptance as provided therein, the City of Kenosha, through the Director of the Department of City Development, or designees thereof, shall make an award of damages in the manner and sequence of acts provided in Subsection (7) and obtain right to possession with respect to

COMMON COUNCIL  
OFFICIAL PROCEEDINGS  
Monday, December 21, 2009

Keith G. Bosman, Mayor

Michael K. Higgins, City Clerk

such property under Subsection (8) of Section 32.05, Wisconsin Statutes. 3. The City Attorney or other legal counsel retained by the City shall represent the City of Kenosha in any related actions or proceedings. 4. The Director of the Department of City Development, or designees, in accordance with Section 32.05(1)(a), Wisconsin Statutes, shall within twenty (20) days of the adoption of the Resolution/Relocation Order, file a copy thereof with the Kenosha County Clerk. Adopted this 21st day of December, 2009.

**APPROVED:**

**KEITH G. BOSMAN, MAYOR**

**ATTEST:**

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

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

I.1. It was moved by Alderperson Haugaard, seconded by Alderperson Juliana, to approve reappointment of Jennifer Heim, to the Transit Commission for a term to expire June 7, 2012.

On roll call vote, motion carried (15-1) with Alderperson Orth voting nay.

**J. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS**

**K. OTHER CONTRACTS AND AGREEMENTS**

It was moved by Alderperson Holland, seconded by Alderperson Carpenter, to approve:

K.1. WisDOT State/Municipal Agreement for Highway Improvement Project (IH94 @ STH 50 Interchange). (District 17)

K.2. Release of Easement Rights for WisDOT Construction Project I-94 East Frontage Road from STH 50 to the north. On roll call vote, motion carried unanimously.

K.3. It was moved by Alderperson Prozanski, seconded by Alderperson Carpenter to approve 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 on March 28, 2005 for 15 months. On roll call vote, motion carried (15-1) with Alderperson Bogdala voting nay.

K.4. It was moved by Alderperson Ohnstad, seconded by Alderperson Juliana to approve Assignment and Assumption of Amended and Restated Development Financing Agreement.

On roll call vote, motion carried unanimously.

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

L.1. It was moved by Alderperson Ohnstad, seconded by Alderperson Kennedy, to approve Disbursement Record #22 - \$16,183,640.17. On roll call vote, motion carried (15-1) with Alderperson Carpenter voting nay.

L.2. The Request to Waive Special Assessment Balances on Certain Tax Deeded Parcels Acquired by the County of Kenosha was deferred for 45 days by the Finance Committee meeting held immediately prior to Common Council.

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

M.1. It was moved by Alderperson Holland, seconded by Alderperson Haugaard to approve Acceptance of Projects:

a. 09-1209, completed by Dickow-Cyzak Tile Company, (Kenosha, Wisconsin), - \$33,550.00. (District 2)

b. 09-1016, completed by Cicchini Asphalt, LLC, (Kenosha, Wisconsin) - \$666,805.28. (Districts 6, 8, 13, 14)

On roll call vote, motion carried unanimously.

**ADJOURNMENT**

COMMON COUNCIL  
OFFICIAL PROCEEDINGS  
Monday, December 21, 2009

Keith G. Bosman, Mayor

Michael K. Higgins, City Clerk

There being no further business to come before the Common Council, it was moved by Alderperson Ohnstad, seconded by Alderperson Carpenter, to adjourn at 8:02 p.m.  
On a voice vote, motion carried.

Approved:

**KEITH G. BOSMAN  
MAYOR**

Attest:

**DEBRA L. SALAS  
DEPUTY CITY CLERK**



# COUNTY OF KENOSHA

# COUNTY CLERK

Mary T. Schuch-Krebs

1010 - 56th Street  
Kenosha WI 53140  
(262) 653-2552  
Fax: (262) 653-2564

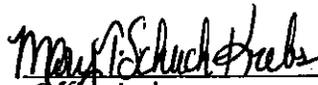
STATE OF WISCONSIN

KENOSHA COUNTY

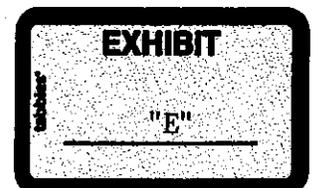
I, Mary T. Schuch-Krebs, am duly elected, qualified and Clerk of the County of Kenosha.

I hereby certify that the attached hereto is a true and correct copy of the minutes of the Kenosha County Board of Supervisors meeting held on the 22<sup>nd</sup> day of December, 2009.

IN WITNESS WHEREOF, I have executed this certificate in my official capacity this 6<sup>th</sup> day of January, 2010.

  
\_\_\_\_\_  
Officer's signature

(seal)



**KENOSHA COUNTY BOARD OF SUPERVISORS  
COUNTY BOARD CHAMBERS COUNTY ADMINISTRATION BUILDING**

**December 22, 2009**

The **Special Meeting** was called to order by Chairman Clark at 7:30 p.m., in the County Board Room located in the Administration Building.

Roll call was taken.

Present: Supervisors Grady, Zerban, Rose, Kessler, Huff, Kubicki, Hallmon, Marks, Gentz, Modory, Faraone, Ronald Johnson, Michel, O'Day, Singer, Nudo, Moore, Molinaro, Morton, Jackson, Clark, Noble, Roger Johnson, Breunig, Haas, Elverman, Ekornaas.

Excused: West.

Present: 27. Absent: 1.

**CITIZEN COMMENTS**

Eric Olson 7705 49<sup>th</sup> Ave., stated he is the Project Director for Kenosha Casino Project and they appreciate the county's time and effort and they want to continue to work with the county and the city as they have the past 5 years. This is an \$880,000,000 to one billion dollar project which will employ about 1200-1400 skilled union laborers and they will hire local contractors. The 185 people being laid off at the track will have first rights for jobs and they will hire locally. The tribes that are involved have worked strenuously with their local governments at their facilities to make sure things happen. He urges the board to give them a chance to continue with this process, and if at the end of the 14 months it doesn't happen he's pretty sure it won't happen at all. He feels they haven't been given a negative from the federal government and they're being told that something should happen quickly.

Tom Reiherzer, 11107 79<sup>th</sup> St., stated he works part time for Building Alliance which represents about 3000 men and women that are currently at about 30% unemployment. He also represents Tri County Contractors Association and for them it's about jobs. This project is under a project labor agreement so it will be done all union with good wages and benefits from the footings to the roof to the landscaping. He asks the board to extend the IGA 15 months as the city did.

Morey Smith, 10519 69<sup>th</sup> St., stated 5 years ago he stood in front of the county board and asked for help in protecting the neighborhood he lives in. He lives in the community right next door to the project that the board is considering extending the IGA for. Less than a mile from this project is Nash School and neighborhood parks. There is a lot of talk of jobs; he believes the land could be used for other businesses to provide good paying jobs. He doesn't think this community of families should be experimental guinea pigs to see if they can co-exist with a casino next door. No other large casino in this state is next to a neighborhood full of families. He asked the board to not extend the agreement.

Bob Danbeck, 7626 27<sup>th</sup> Ave., stated the casino is all about jobs and there is about 2-3 thousand jobs waiting to happen. He is concerned that with two major businesses closing in Kenosha his property taxes will skyrocket, but if the one billion dollar project gets built, that will keep his taxes somewhat in line. He asks that the board pass the resolution tonight.

**NEW BUSINESS**

Resolutions - one reading.

**RESOLUTION 82**

82. From the Legislative Committee a Resolution in support of Extension of Intergovernmental Cooperation Agreement with Menomonee Indian Nation.

It was moved by Supervisor Huff to adopt Resolution 82. Seconded by Supervisor Michel.

Roll call vote.

Ayes: Supervisors Grady, Zerban, Rose, Kessler, Huff, Kubicki, Hallmon, Marks, Gentz, Modory, Faraone, Ronald Johnson, Michel, O'Day, Singer, Nudo, Molinaro, Morton, Jackson, Clark, Noble, Roger Johnson, Breunig, Haas, Elverman, Ekornaas.

Nays: Supervisor Moore.

Ayes: 26. Nays: 1.

Motion carried.

It was moved by Supervisor Kessler to adjourn. Seconded by Supervisor Marks.

Motion carried.

Meeting adjourned at 8:30 p.m.

Prepared by: Edie LaMothe  
Deputy Clerk  
Submitted by: Mary Schuch-Krebs  
County Clerk

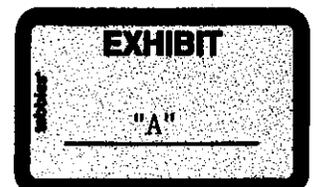
INTERGOVERNMENTAL AGREEMENT

This INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into this 28th day of March, 2005 in Kenosha, Wisconsin, by and between the MENOMINEE INDIAN TRIBE OF WISCONSIN, (the "Tribe"), a Federally Recognized Tribe of Indians, 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. (the "IGRA") and the COUNTY OF KENOSHA (the "County"), a quasi-municipal corporation in the State of Wisconsin.

WHEREAS, the Tribe and the State of Wisconsin (the "State") have entered into that certain Menominee Indian Tribe of Wisconsin and State of Wisconsin Gaming Compact of 1992 (the "Compact"); and

WHEREAS, the Tribe and the State have entered into amendments to the Compact, executed on March 2, 1999 and April 25, 2003 ("Compact Amendments") that have, among other things, extended the original term of the Compact; and

WHEREAS, the Compact Amendments provide for the payment of monies by the Tribe to the State; and



WHEREAS, the Compact Amendments include a Memorandum of Understanding Regarding Government to Government Matters, in which the Governor of Wisconsin (the "Governor") agreed to undertake his best efforts within the scope of his authority to assure that the payments made to the State under the Compact Amendments will be expended upon, among other things, economic development initiatives in regions around tribal casinos and promotion of tourism within the State; and

WHEREAS, the Tribe has identified certain lands which are fully described in the legal description attached as Exhibit A hereto and incorporated herein and are further delineated in the map attached as Exhibit B and incorporated herein within the city of Kenosha that it proposes to purchase, and on which it intends to conduct Class III gaming, as well as Class II gaming at a future date, as defined in the IGRA, at a facility for such purposes (the "Kenosha Facility"); and

WHEREAS, the Tribe intends to apply to the United States Department of Interior (the "Department") to place the lands described in Exhibits A and B into Federal Trust pursuant to 25 U.S.C. Section 465 and use these lands for gaming purposes pursuant to Section 2719(b) (the "Federal Trust Application"); and

WHEREAS, the approval of the Secretary of the Department (the "Secretary") of the Federal Trust Application requires the consent of the Governor, pursuant to 25 U.S.C. Section 2719(b)(1), and includes consultation with local governments concerning the effects of removing the subject property from the tax rolls and the impact the Kenosha Facility will have on the City and the County; and

WHEREAS, the support of local government is important to the development of a cooperative intergovernmental relationship vital to the ongoing development the Tribe and the Authority propose; and

WHEREAS, a 1998 citywide referendum in Kenosha, Wisconsin, approved Class III Indian gaming in the city of Kenosha by a margin of 57% to 43%; and

WHEREAS, a November, 2004 county-wide referendum in Kenosha County, Wisconsin, approved Class III Indian gaming in the city of Kenosha by a margin of 56% to 44%; and

WHEREAS, IGRA permits the use of tribal gaming revenues to support the operations of local government under 25 U.S.C. § 2710(b)(2); and

WHEREAS, the Tribe and the Authority recognize that upon placement of the land into Federal Trust, the City and the County will suffer the permanent loss of revenue from property, sales and admissions taxes from one of its largest taxpayers, which will negatively impact all taxpayers in the City and the County; and

WHEREAS, the Tribe and the Authority recognize that the approval of the Federal Trust Application and the conduct of gaming under IGRA will have the following impacts: the City and the County will be deprived of revenue from property and admissions taxes, the County will be deprived of revenue from sales taxes, there will be an increase in demand for City and County services; there will be additional burdens on the City and County infrastructure; there will be

economic, social and other impacts stemming from the effect of gaming activities and the City and the County will be deprived of revenues from future development on the Federal Trust Land; and

WHEREAS, the City and the County require additional financial resources to provide for the increased demand for a complete range of municipal services which has been requested by the Tribe and the Authority in order to facilitate the conduct of Class II and Class III gaming at the Kenosha Facility as provided in Section 1(A), to provide new improvements to infrastructure necessitated by the expanded activity in the vicinity of the Kenosha Facility, to provide for the accelerated maintenance and depreciation of community-wide infrastructure resulting from such expanded activity, to mitigate the cost of economic, social and other impacts arising out of gaming activities and to mitigate the revenues lost from the loss of taxable development on the Federal Trust Land; and

WHEREAS, in accordance with IGRA and Section 66.0301 of the Wisconsin Statutes, the Tribe, acting through the Authority, has agreed to make certain payments to the City and the County in recognition of the demand for the complete range of municipal services, the new improvements to the infrastructure necessitated by the expanded activity in the vicinity of the Kenosha Facility, the accelerated maintenance and depreciation of community-wide infrastructure from such expanded activity, the mitigation of the cost of economic, social and other impacts arising out of gaming activities and the revenues lost from the loss of taxable development on the Federal Trust Land; and

WHEREAS, the City and the County have entered into this Agreement in reliance on the Authority's charter, enacted September 16, 1999 (the "Charter") (including, but not limited to, Section 10 of the Charter); and

WHEREAS, in order to respect and accommodate orderly and appropriate development on the Federal Trust Land at the Kenosha Facility; the Tribe acknowledges its obligations to abide by State building and other codes as provided in Section XIV of the Compact and the Tribe and the Authority have adopted certain ordinances enumerated in Exhibit C;

NOW, THEREFORE, in consideration of the foregoing, the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Tribe, the Authority, the City and the County agree as follows:

Section 1. Commitments of the City and the County.

A. Provide Services. The City and the County shall provide to the Kenosha Facility such services as are usually and customarily provided by the City and the County to other commercial enterprises, including, but not limited to, law enforcement, fire protection, traffic controls, emergency medical service, bus service, sewer and water service, storm water control, street and highway maintenance and plowing, social services, alcohol beverage licenses, public safety dispatch services, an airport providing an additional transportation mode to the Kenosha Facility, a train station providing service to the greater Chicago area, and supporting services.

B. Support Federal Trust Application. In consideration for the benefits accruing to the City and County under this Agreement, the City and the County, upon request of the Tribe, agree to support the Federal Trust Application, by resolution of each respective governing body and by letter from each respective chief executive officer, consistent with this Agreement.

C. Support Compact Amendments. In consideration for the benefits accruing to the City and County under this Agreement, the City and County, upon request of the Tribe, agree to support, by resolution of each respective governing body and by letter from each respective chief executive officer, the Tribe's efforts to secure those amendments to the Compact which are necessary to effectuate the operation of the Kenosha Facility, consistent with this Agreement.

D. Exclusive Class III Gaming. Neither the City nor the County shall endorse, by resolution of each respective governing body or by letter from each respective chief executive officer, the establishment of any other Class III or casino-style gaming facility, for so long as the Tribe and the Authority conducts Class III gaming at the Kenosha Facility. Additionally, in the event casino-style gaming is legalized in Wisconsin, neither the City nor the County, to the extent authorized by law, shall license or permit any establishment to conduct Class III or casino-style gaming unless by agreement of the parties to this Agreement. Nothing in this Section 1(D) shall prohibit the City and the County from continuing to license establishments whose primary business is to sell alcohol beverages that may also conduct casino-style gaming.

E. No City/County Enactments to Impair Agreement. Neither the City nor the County shall enact any ordinance that impairs the obligations of this Agreement without the written consent of the Tribe or the Authority.

F. Tribal Designee on Tourism Corporation Board. The mayor of the city of Kenosha shall appoint a designee of the Tribe as one of the City's representatives on the board of directors of the Kenosha Area Tourism Corporation ("Corporation"), subject to confirmation by the common council of the City. In addition, the City shall use its best efforts to secure the creation of an additional member of the board of directors of the Corporation to permit an additional designee of the Tribe to serve on the Corporation's board of directors.

G. Fire Station Staffing Levels. The City shall provide reasonable staffing in the City Fire Department ("Department") in order to provide the fire protection services described in Section 1(A) of this Agreement. Nothing in this Section shall in any manner affect the City's management, control or authority over the operations of the Department so long as the City provides the fire protection services to the Kenosha Facility described in Section 1(A).

Section 2. Commitments of the Tribe and the Authority.

A. Payments to Support Local Government Operations. In exchange for the commitments of the City and the County under Section 1 of this Agreement, the Authority shall make the following payments as hereinafter provided to the City.

(1) Net Win Payment. For purposes of Section 2(A), "Net Win" means the total amount wagered on gaming on the Federal Trust Land, less the amounts paid out as prizes (including the cost of non-cash prizes), which shall mean any personal property distributed to a Kenosha Facility patron as a result of a specific legitimate wager at the Kenosha Facility.

Commencing with the establishment of the Federal Trust Land, the Authority shall pay to the City three (3%) percent of Net Win for each period of time beginning on January 1 through and including December 31 (a "Calendar Year"). Such payment shall be made for the period of time beginning with the establishment of the Federal Trust Land through and including December 31 of that year ("Calendar Year One") and through and including Calendar Year Eight or until the Tribe or the Authority concludes its payments for management fees to the Kenosha Facility management entity and development fees to the project developer, whichever scenario occurs first (the "Phase 1 Payments"). Upon the conclusion of the Phase 1 Payments, the Authority shall pay to the City four (4 %) percent of Net Win

for each Calendar Year thereafter (the "Phase 2 Payments") for so long as gaming occurs at the Kenosha Facility.

During Calendar Year Twenty and at each succeeding ten (10) year interval thereafter, the parties to this Agreement shall meet and discuss whether the Phase 2 Payments should be increased. Such a meeting of the parties to this Agreement shall occur on or before March 1 of Calendar Year Twenty and at each succeeding ten (10) year interval thereafter.

Payments to be made by the Authority to the City under this Section 2(A)(1) shall be made in quarterly installments, with such quarters designated as January through March, April through June, July through September and October through December, respectively, of each Calendar Year. Such quarterly payments shall be made within thirty (30) days following the last day of the quarter for which payment is due.

(2) Minimum Payment. In order to ensure that the Authority makes a payment to the City adequate to support the operations of local government, a minimum annual payment shall be paid to the City in any Calendar Year when the payments under Section 2(A)(1) of this Agreement are less than the payments described in Section 2(A)(2) of this Agreement.

A minimum annual payment of one million (\$1,000,000) dollars shall be due and payable to the City in Calendar Year One. If the establishment of the Federal Trust Land occurs after January 1 of Calendar Year One, such minimum annual payment shall be prorated, with such minimum annual payment equaling a minimum annual payment of one million (\$1,000,000) dollars multiplied by a fraction, the numerator of which shall be the total number of days beginning with the date of the establishment of the Federal Trust Land plus the number of days remaining in Calendar Year One, and the denominator of which is Three Hundred Sixty-Five.

Beginning with Calendar Year Two, and continuing through and including Calendar Year Six, a minimum payment of one million (\$1,000,000) dollars shall be due after adjusting such payment by multiplying such payment by a fraction, the numerator of which shall be the Consumer Price Index for All Urban Consumers, All Items, U.S. City Average, as published by the Bureau of Labor Statistics of the United States Department of Labor ("DOL"), 1982-1984 Base equals One Hundred ("CPI-U"), published for January of the Calendar Year in which such adjustment is made, and the denominator of which is the CPI-U published for the month of January for Calendar Year One.

Commencing with Calendar Year Seven, a minimum annual payment of two million (\$2,000,000) dollars shall be made to the City.

Beginning with Calendar Year Eight and continuing thereafter, a minimum annual payment of two million (\$2,000,000) dollars shall be due after adjusting such payment by multiplying such payment by a fraction, the numerator of which shall be the CPI-U, published for January of the Calendar Year in which such adjustment is made, and the denominator of which is the CPI-U published for the month of January for Calendar Year Seven.

Should DOL discontinue the publication of the CPI-U, or publish the same less frequently, or alter the same in some other manner as to make it unworkable under this Section 2(A)(2), the parties to this Agreement shall agree on and shall adopt a substitute index or procedure which reasonably reflects and monitors consumer prices.

(3) When Minimum Payment Due and Payable. After the close of each Calendar Year, the Authority shall determine the sum of quarterly payments of Net Win made or to be made to the City under Section 2(A)(1) for that Calendar Year and compare such sum to the minimum annual payment under Section 2(A)(2) for that Calendar Year.

If the sum of the quarterly payments of Net Win under Section 2(A)(1) exceeds the minimum annual payment under Section 2(A)(2), no minimum annual payment shall be made under this Section 2(A)(3).

If the sum of the quarterly payments of Net Win under Section 2(A)(1) are less than the minimum annual payment under Section 2(A)(2) for that Calendar Year, the difference between such minimum annual payment under Section 2(A)(2) and Net Win payments under Section 2(A)(1) shall be paid to the City within forty-five (45) days of the end of that Calendar Year.

An illustrative example of when such minimum annual payment is due appears in Exhibit D.

(4) Audit/Certification. For purposes of this Agreement, "Net Revenues" shall mean the gross revenues of the Kenosha Facility less amounts paid out as, or paid for, prizes and total operating expenses, excluding management fees.

For the convenience of the parties to this Agreement and to facilitate the implementation of Section 2 of this Agreement, the Tribe and the Authority agree that the fiscal year of the Authority for the Kenosha Facility shall be a Calendar Year.

Prior to the close of each Calendar Year, the Authority shall engage a firm of independent Certified Public Accountants ("CPA Firm") that maintains a gaming-related contractor certificate or temporary gaming-related contractor certificate issued by the Wisconsin Department of Administration, to audit the books and records of the Authority's operations at the Kenosha Facility.

The Authority shall provide an audit that relates to the gaming operations of the Kenosha Facility to the City and the County. The completed audit shall include separate calculations of Net Win for each type of game conducted at the Kenosha Facility. The audit shall show the reserve account balance provided in Section 2(A)(10) of this Agreement. This audit shall also show Net Revenues for the Kenosha Facility. The audit shall include information on expenses of the gaming operations of the Kenosha Facility in sufficient detail to determine when payments by the Authority for management fees to manage the Kenosha Facility or development fees associated with the Kenosha Facility cease. The audit shall be conducted in accordance with the most recent version of The American Institute of Certified Public Accountants Casino Auditing Guide.

The audit contemplated under this Section 2(A)(4) shall be completed within one hundred twenty (120) days of the close of a Calendar Year. Within thirty (30) days of the completion of the audit, the Authority shall forward copies of the audit and any opinions and/or verifications/certifications of the CPA Firm described herein to the City and the County. In the event that such audit and such opinions and/or verifications/certifications described herein are not submitted to the City and the County within one hundred eighty (180) days of the close of a Calendar Year, the City and/or the County may, at the expense of the Authority, perform the audit. In the event that such audit is initiated, the Authority shall fully cooperate, including providing access to all books and records of the Tribe's gaming operations to the CPA Firm retained by the City and/or the County.

If the audit shows that the prior quarterly payments to the City under Section 2(A)(1) of this Agreement were less than the quarterly payments that should have been paid to the City under the audit as a result of a revised Net Win figure, the Authority shall, within 60 days after receipt of the audit, make a separate payment to the City of the difference between such amounts. If the audit shows that the Authority paid more in prior quarterly payments under Section 2(A)(1) of this Agreement than the revised Net Win figure reflected in the audit, the Authority shall provide an invoice showing the difference between such amounts to the City for payment by the City.

(5) Payment of Property Taxes. Property taxes due on any real estate or personal property are assessed against the owner of such property based on ownership existing on January 1 of any Calendar Year (the "Determination Date"). In the event that a sale of the Kenosha Facility to the Tribe or the Authority does not occur on the Determination Date, the Tribe and the Authority agree to collect from the seller of the Kenosha Facility property taxes (real and personal) due for the period beginning on the Determination Date to and including the date of closing of such sale, and forward to the City such monies collected within fifteen (15) days after the closing of such sale.

(6) Payments to School Districts. In any Calendar Year where payments received by the City under Section 2(A)(1) exceed two million (\$2,000,000) dollars and within ninety (90) days after the close of such Calendar Year, the City shall

provide five hundred thousand (\$500,000) dollars to the Kenosha Unified School District and the County shall provide five hundred thousand (\$500,000) dollars to be distributed to the high school districts located west of Interstate 94 in the county of Kenosha, as determined by the County.

(7) Where Payments to be Made. The Authority shall make all payments due under Section 2(A) of this Agreement to the City of Kenosha, Attention: City Clerk/Treasurer, 625 52<sup>nd</sup> Street, Kenosha, WI 53140.

(8) City to Make Distributions to County. The City shall make distributions under this Agreement, following receipt of payments from the Authority under Section 2(A) of this Agreement, to the County in accordance with an intergovernmental cooperation and revenue sharing agreement between the City and the County.

(9) Interest on Late Payments. Interest on any late payment due under Section 2(A) of this Agreement shall accrue at the rate of one and one-half (1.5 %) percent per month on the unpaid balance due until paid in full. Any partial payments of the unpaid balance due shall first be applied to accrued interest with the remainder, if any, next applied to the unpaid balance.

(10) Authority To Maintain Reserve. The Authority shall maintain as a reserve account a sum of money equal to the minimum annual payment under Section 2(A)(2) for the current Calendar Year.

B. Charitable Contributions. The Authority shall establish a charitable contributions policy to govern donations by the Authority and/or the Tribe to charities in Kenosha County. Within ninety (90) days after the Federal Trust Land is established, the Authority will create a committee to draft and implement such a policy, with consultation from citizens who reside in Kenosha County sought by the Authority from time to time. In addition, the Authority shall make the following charitable donations:

(1) Payments for Public Purposes. At the time of closing of any financing that the Tribe or the Authority undertakes for purposes of purchasing or developing the Kenosha Facility, the Authority shall pay five million (\$5,000,000) dollars to the City for the following purposes: (a) to establish a trust fund to support the public museums of the City, the principal of which shall be preserved and interest thereon used to defray expenses associated with the museums so as to facilitate the removal of the costs of such museums from the property tax levy, (b) to establish a trust fund to meet the needs of homeless persons in the city of Kenosha, the principal of which shall be preserved and interest thereon used to fund such needs, and (c) to address cultural and charitable needs in the county of Kenosha of organizations with a principal place of business in the county of Kenosha.

(2) Payments to Schools. In any Calendar Year where payments received by the City under Section 2(A)(1) exceed two million (\$2,000,000) dollars and within ninety (90) days after the close of such Calendar Year, the Authority shall annually provide one and one-half million (\$1,500,000) dollars to the City for

distribution to the Kenosha Unified School District and one and one-half million (\$1,500,000) dollars to schools on the Menominee Indian Reservation.

C. Responsible Gaming Program. The Tribe and the Authority recognize that problem gambling has a disruptive effect on affected individuals, families and the community. In order to combat such problem gambling in Kenosha County, the Authority will create and implement a detailed, responsible gaming policy within ninety (90) days after the Federal Trust Land is established. In creating such a policy, the Authority will review the policies of other casino operators throughout the United States and seek the advice of the Wisconsin Council on Problem Gambling and the Kenosha County Department of Health & Human Services. The Authority's responsible gaming policy will include (a) provision of financial support for the Wisconsin Council on Problem Gambling and other problem gambling organizations that provide problem gambling services in Kenosha County, (b) development of brochures, pamphlets, videos and other materials for the purpose of promoting responsible gambling, including establishment of a help line at the Kenosha Facility, (c) cooperation with local area media to promote awareness of problem gambling, (d) institution of self-limitation policies, (e) institution of self-exclusion policies, (f) institution of exclusion policies, (g) training for all employees on the issue of problem gambling, including education of employees of the nature of problem gambling, how to recognize such behavior and resources available to help problem gamblers, (h) sponsorship and support for problem gambling conferences and workshops, (i) prohibition of underage gambling, including identification of gambling customers, display and advertisement of legal age to gamble, heightening awareness of customer responsibility when bringing

children to the Kenosha Facility and working with educational institutions and other local organizations to raise awareness of problem gambling, (j) prohibition on gambling by employees of the Kenosha Facility, and (k) in any Calendar Year that the Tribe and the Authority conduct gaming in Kenosha and for which the County has appropriated funds specifically for the assessment and treatment of problem gamblers, the Authority shall pay to the County, as a match, an amount equal to the County's appropriation. The Authority's commitment under this Section 2(C) is limited to a total annual payment to the County of one hundred fifty thousand (\$150,000) dollars. Payment shall be made within ninety (90) days of the date of appropriation, or ninety (90) days after commencement of gaming, whichever is later. If any funds appropriated by County, or provided by the Authority under this Section 2(C) are intentionally used for any purpose other than the assessment and treatment of problem gamblers without the express prior written consent of the Authority, the County shall pay to the Authority an amount equal to three (3) times the amount of the infraction, pursuant to this Section 2(C). The Authority shall have no duty to match any appropriation of the County in any year where three hundred thousand (\$300,000) dollars or more of payments from the Authority are carried over from the previous fiscal year(s).

In addition, the City shall provide the sum of one hundred fifty thousand (\$150,000) dollars to the County for problem gambling in the first Calendar Year that the County appropriates funds specifically for the assessment and treatment of problem gamblers as provided in this Section 2(C).

D. Minority Recruitment and Retention. The Authority shall promulgate an affirmative action policy and designate a compliance officer within ninety (90) days of the final approval necessary to establish the Federal Trust Land to ensure that minority recruitment and retention at the Kenosha Facility (including tribal preference) complies with a goal of twenty-five percent (25%) minority employment. The Authority and the Kenosha Facility's human resources department will follow the Tribe's guidelines on Indian preference.

E. Preference for Local and Minority Contractors. The Authority shall give a preference of three percent (3%) over and above the lowest quoted price of a bidder whose principal place of business is not located in Kenosha County to qualified Kenosha County vendors who seek to supply services, goods or materials to the Kenosha Facility. The Authority shall also use its best efforts to award fifteen percent (15%) of all contracts to vendors or enterprises certified as minority business enterprises and shall use its best efforts to award ten percent (10%) of all contracts to enterprises which are certified as fifty-one percent (51%) owned, controlled or managed by women or Native Americans. In order to facilitate the award of such contracts, the Authority will appoint and maintain a minority supplier development manager within ninety (90) days of the final approval necessary to establish the Federal Trust Land.

F. Law Enforcement. The Tribe and the Authority acknowledge that Public Law 280, 67 Stat. 588 ("PL 280") applies to the Kenosha Facility. PL 280 grants jurisdiction over criminal and certain civil matters to the State of Wisconsin. The State of

Wisconsin has delegated some of this jurisdiction to the City and the County. The Tribe and the Authority recognize and acknowledge the jurisdiction of the City and County over criminal offences that occur on the Federal Trust Land. The Tribe and the Authority acknowledge that each has adopted those ordinances referenced in Section 2(I) of this Agreement and agree to enforce all such ordinances adopted pursuant to this Agreement.

G. Public Health and Safety Standards for Buildings, Electrical Wiring, Fire Prevention, Plumbing and Sanitation. According to Section XIV(D) of the Compact, the public health and safety standards for public buildings, electrical wiring, fire prevention, plumbing and sanitation set forth in the Wisconsin Statutes Chapter 101 and Wisconsin Administrative Code Chapters, including but not limited to, Comm 14 (Fire Prevention), 16 (Electrical), 28 (Smoke Detectors), 75 (Public Buildings), 77 (Theaters and Assembly Halls), and 81-86 (Plumbing; Private On-Site Wastewater Treatment Systems; Soil and Site Evaluations; On-Shore Sewage Facilities), including any amendments thereto, shall be directly applicable to the Kenosha Facility, except that the terms of the Compact and this Agreement shall provide exclusive remedies for non-compliance with such standards.

H. Inspections. According to Section XIV(B) of the Compact, the Tribe and the Authority shall engage a state certified inspector to conduct inspections of the Kenosha Facility on a periodic, but not less than annual, basis. The Tribe and the Authority shall promptly repair or correct any and all instances of non-compliance with the requirements of Sections 2(G) and 2(I) of this Agreement. The Tribe and the Authority shall submit the inspector's report to the Wisconsin Department of Administration, with a copy to the City

and the County, within thirty (30) days of receipt and include any corrective action to be implemented.

I. Tribe and Authority to Adopt Certain Ordinances. The Tribe and the Authority have adopted certain ordinances, which are substantially similar to those of the City and the County, as are enumerated in Exhibit C.

J. Sewer, Water and Stormwater Charges. The Authority shall pay all usual and customary charges associated with the delivery and receipt of sewer and water services received from the City's water utility as such charges are from time to time imposed upon similar classifications of users. The Authority shall also pay to the Kenosha Water Utility the usual and customary costs associated with increasing the size of sanitary sewer and water mains required to serve the Kenosha Facility. The Authority shall also pay usual and customary stormwater charges associated with stormwater control and management in the drainage basin in which the Kenosha Facility is located as from time to time may be imposed by the City or any stormwater utility having jurisdiction. Interest on any late payment due under this Section shall accrue at the rate of one and one-half (1.5%) percent per month on the unpaid balance due until paid in full. Any partial payments of the unpaid balance due shall first be applied to accrued interest with the remainder, if any, next applied to the unpaid balance.

K. No Tribal or Authority Enactments to Impair Agreement. As provided in Section XXXIX(B)(2) of the Compact, the Tribe and the Authority shall enact no law nor

shall any Tribal or Authority official or employee act in any manner to impair the obligations of this Agreement without the written consents of the City and the County.

L. Maintenance of Charter of Authority. The Tribe and the Authority agree not to amend or change any provision of the Charter of the Authority without the consent of the City and the County. This Agreement is made in reliance on Section XXXIX(B)(3) of the Compact and Section 10 of the Charter of the Authority.

M. Air/Water Quality. The Tribe and the Authority may have authority and rights under federal, state, or tribal law to enact or promulgate regulations or standards concerning air quality, water quality, or any other environmental regulations or standards which may exist by virtue of the Tribe's authority over the Federal Trust Land. The Tribe and the Authority may enact or promulgate any air quality, water quality or any other environmental regulations or standards on the Federal Trust Land that are not more stringent than the least stringent air quality, water quality or any other environmental regulation or standards applicable to the county of Kenosha. The Tribe and the Authority agree not to enact or promulgate any air quality, water quality or any other environmental regulations or standards on the Federal Trust Land that has any effect outside the boundaries of the Federal Trust Land.

N. Alcohol Beverages. Pursuant to 18 U.S.C., Section 1161, the Kenosha Facility shall comply with all State laws relating to the sale or consumption of alcohol beverages. Alcohol beverages may be served only during the hours prescribed in Section

125.32(3) of the Wisconsin Statutes, or any successor statute. Alcohol beverages may not be sold for the purpose of off-premises consumption.

O. Gaming Only as Authorized. The Kenosha Facility shall be used and operated only for such gaming purposes as are permitted under IGRA, the Compact, and for State-licensed pari-mutuel racing under Chapter 562 of the Wisconsin Statutes.

P. Cessation of Gaming. In the event that gaming operations at the Kenosha Facility cease for any reason for 365 consecutive days, the Tribe and the Authority shall use best efforts, including, but not limited to, petitioning the United States Congress, to ensure that the Federal Trust Land is removed from federal trust and reverts to taxable status under ch. 70 of the Wisconsin Statutes. In the event that gaming ceases for the period described herein, the minimum payment provisions of Section 2(A)(2) of this Agreement shall continue to apply.

Q. Height Limitations and Airport Overlay District. The parties acknowledge certain height and other restrictions associated with the proximity of the Kenosha Facility and the Federal Trust Land to the Kenosha airport. Any development on the Federal Trust Land shall be subject to federal law and rules of the Federal Aviation Administration ("FAA"). The Tribe and the Authority waive any right to bring any action against the City or County and agree to indemnify the City and the County for any action brought against the City and/or the County by any person located on the Federal Trust Land arising out of the proximity of the Federal Trust Land to the Kenosha airport.

R. Additional Trust Land. Any expansion of the Trust Lands in the county of Kenosha beyond the boundaries identified in Exhibit A shall require the written consent of all parties to this Agreement.

S. Tribe's and Authority's Representations as to Kenosha Facility. The Tribe and the Authority represent that the Tribe and the Authority intend, subject to availability of financing and capital at reasonable terms, conditions and costs, to develop the Kenosha Facility and undertake related development in accordance with the planned construction and physical development described in the June 15, 2004 and February 8, 2005 letters from the Chairperson of the Tribe to the Mayor of the city of Kenosha and the County Executive of the county of Kenosha and the June 14, 2004 Overview of a Proposed Kenosha, Wisconsin Casino Gaming and Regional Destination Entertainment Center, each of which is attached as Exhibit E to this Agreement.

Section 3. Effective Date and Term. The terms of this Agreement shall become effective upon approval of the governing bodies of the City, the County, the Tribe and the Authority, execution by the appropriate officers of the parties, and shall remain in effect for so long as the Federal Trust Land exists, unless otherwise terminated by the mutual written consent of the Tribe, the Authority, the City and the County. This Agreement shall terminate if the Tribe and the Authority are unsuccessful in securing the approvals necessary to implement the Tribe's and the Authority's proposal to develop and operate the Kenosha Facility by December 31, 2009.

Section 4. Waiver of Tribal Immunity. The Authority agrees to waive any sovereign immunity enjoyed by the Authority in connection with disputes or claims arising under this Agreement. The Tribe also agrees to waive its sovereign immunity to enforce the provisions of Section 22 of this Agreement. Both the Tribe and the Authority consent to be sued in the United States District Court for the Eastern District of Wisconsin and all related federal appellate courts or, if such United States District Court cannot hear or refuses to hear such dispute, State Circuit Court in and for Kenosha County and all related State appellate courts in connection with such waivers of sovereign immunity. No party to this Agreement shall contest jurisdiction or venue of the above-referenced courts for any dispute or claim arising under this Agreement. Neither the Tribe nor the Authority shall invoke the doctrine of exhaustion of tribal or other administrative remedies to defeat or delay such jurisdiction. Further, neither the Tribe nor the Authority shall invoke the doctrine of tribal sovereign immunity to evade its duties or obligations under this Agreement. Pursuant to Article XIII, Section 4(c) of the Tribe's constitution, in any suit against the Tribe or the Authority for monetary damages, the parties agree that such damages shall be limited to the undistributed or future Net Revenues or other assets of the Authority and/or other tribal gaming business established for the purposes of owning and operating the Kenosha Facility.

Section 5. Dispute Resolution; Remedies. Claims, disputes or other matters arising out of or related to this Agreement, or the breach thereof, shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by any party to this Agreement. Prior to filing a written demand for mediation, the party making such demand shall submit to the other affected parties a statement of the claim, dispute or other matter in question. The parties shall meet promptly after such statement is filed and shall endeavor in good faith to resolve any such claim,

dispute or other matter in question amicably. If such meeting does not resolve the claim, dispute or other matter in question, a demand for mediation shall be filed in writing with the other affected parties and shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Any mediation conducted pursuant to this Section 5 shall be held in accordance with the rules of the American Arbitration Association then in effect, unless the parties mutually agree otherwise. If the mediation fails to resolve the claim, dispute or other matter in question, arbitration shall not be available, and shall not be considered a condition precedent to the commencement of legal or equitable proceedings based upon such claim, dispute or other matter in question. If a demand for mediation has been made under this Section 5 of this Agreement but such mediation has either not occurred or has not resolved the claim(s) subject to such mediation before the applicable statute of limitations for such claim(s) has run, a party to this Agreement may avail itself of any legal or equitable remedy available to the party without concluding the mediation. In the event that mediation does not resolve a claim, dispute or other matter in question, this Agreement is intended to provide each party with a right and standing to challenge any act or omission which violates this Agreement in the United States District Court for the Eastern District of Wisconsin and all related federal appellate courts or, if such United States District Court cannot hear or refuses to hear such dispute, State Circuit Court in and for Kenosha County and all related State appellate courts. This Agreement is further intended to provide each party with a right and standing to seek any available legal or equitable remedy to enforce this Agreement and to seek damages for the breach of this Agreement in such enumerated courts. Pursuant to Article XIII, Section 4(c) of the Tribe's constitution, in any

suit against the Tribe or the Authority for monetary damages, the parties agree that such damages shall be limited to the undistributed or future Net Revenues or other assets of the Authority and/or other tribal gaming business established for the purposes of owning and operating the Kenosha Facility.

Section 6. Liquidated Damages.

A. Tribal or Authority Breach. Because of the uncertainty in measuring the calculation of actual damages resulting from a breach of Sections 2(C), 2(D), 2(E) and 2(N) of this Agreement, the Authority shall pay to the City liquidated damages in the amounts of one thousand (\$1,000) dollars for each uncured breach of such Sections of this agreement. Because of the uncertainty in measuring the calculation of actual damages resulting from a breach of Sections 2(H), 2(I), 2(K), 2(L), 2(M), 2(O), 2(Q) and 2(R) of this Agreement, the Authority shall pay to the City liquidated damages in the amounts of ten thousand (\$10,000) dollars for each uncured breach of such Sections of this Agreement. Each day of uncured breach may be considered a separate breach for purposes of this Section, but notice of such breach to be given under Section 5 of this Agreement may be made and shall be considered continuing until such breach is cured or as otherwise provided in such notice. Such liquidated damages as provided in this Section shall be the exclusive remedy for breach of such Sections of this Agreement as are enumerated herein. Pursuant to Article XIII, Section 4(c) of the Tribe's constitution, any liquidated damages shall be paid from undistributed or future Net Revenues or other

assets of the Authority and/or other tribal gaming business established for the purposes of owning and operating the Kenosha Facility.

B. City or County Breach. Because of the uncertainty in measuring the calculation of actual damages resulting from a breach of Sections 1(B) and 1(C) of this Agreement, the City and/or the County shall pay to the Authority liquidated damages in the amounts of ten thousand (\$10,000) dollars for each uncured breach of such Sections of this Agreement, provided that such damages shall only be paid by the party causing such breach. Because of the uncertainty in measuring the calculation of actual damages resulting from a breach of Section 1(D) of this Agreement, the Authority shall be entitled to a credit against, but such credit shall not exceed, its payments made pursuant to Section 2(A) of this Agreement in an amount equal to any payments (including any payments derived from taxes imposed on gaming revenues) made to the City and/or the County by an owner or operator of any establishment or facility endorsed, authorized, permitted or licensed in contravention of Section 1(D) of this Agreement. Neither the City nor the County shall be responsible for a breach of Section 1(D) caused by the other. Each day of uncured breach may be considered a separate breach for purposes of this Section, but notice of such breach to be given under Section 5 of this Agreement may be made and shall be considered continuing until such breach is cured or as otherwise provided in such notice. Such liquidated damages or, in the instance of a breach of Section 1(D) of this Agreement, such credit, as provided in this Section shall be the exclusive remedy for breach of such Sections of this Agreement as are enumerated herein.

Section 7. Prevailing Party to Receive Costs and Fees. In the event of litigation arising under this Agreement, the prevailing party in any such litigation shall be entitled to an award and judgment for its reasonable attorney's fees and any statutory costs.

Section 8. Termination. No breach or violation of any of the terms of this Agreement by either party shall operate to void or terminate or provide grounds for termination of this Agreement, it being the intent of the parties that the provisions of this Agreement shall be subject to specific performance, and injunctive relief shall be provided to cure any breaches prospectively, and that damages shall be awarded to redress any harm occasioned by a breach.

Section 9. Governing Law. This Agreement shall be governed by the laws of the United States of America and of the State of Wisconsin.

Section 10. Authorization. The Tribe, the Authority, the City and the County each represent and warrant that each has performed all acts precedent to adoption of this Agreement, including, but not limited to, matters of procedure and notice, and each has the full power and authority to execute this Agreement and to perform its obligations in accordance with the terms and conditions thereof, and that the representative executing this Agreement on behalf of such party is duly and fully authorized to so execute and deliver this Agreement.

A. The Tribe has authorized its officers to execute this Agreement by the adoption of Resolution No. 04-62 adopted February 17, 2005, a copy of which is attached hereto as Exhibit F.

B. The Authority has authorized its officers to execute this Agreement by the adoption of a Consent to Board Action dated March 4, 2005, a copy of which is attached hereto as Exhibit G.

C. The Common Council of the City has approved this Agreement at a duly noticed meeting of the Common Council held on March 7, 2005, and a certified copy of the proceeding of the Common Council is attached as Exhibit H.

D. The Board of Supervisors of the County has approved this Agreement at a duly noticed meeting of the Board of Supervisors held on March 15, 2005, and a certified copy of the proceedings of the Board of Supervisors is attached as Exhibit I.

Section 11. Notices. All notices required to be given hereunder shall be given in writing, sent by either personal delivery, certified mail, return receipt requested, or overnight mail. If sent via personal delivery, the notice shall be effective on the date of delivery. If sent by certified mail, the notice shall be deemed effective five (5) days after such mailing, not counting the day such notice was sent. If sent by overnight mail, the notice shall be effective on the date of delivery. All notices shall be addressed as follows:

To the City:

City Clerk/Treasurer  
City of Kenosha  
Municipal Building  
625 - 52nd Street  
Kenosha, WI 53140

**To the County:**

County Clerk  
County of Kenosha  
912 56<sup>th</sup> Street  
Kenosha, WI 53140

**To the Tribe:**

Tribal Chairman  
Menominee Tribe of Indians  
Loop Road  
Keshena, WI 54135

**To the Authority:**

Menominee Kenosha Gaming Authority  
Menominee Tribe of Indians  
Loop Road  
Keshena, WI 54135

**Section 12. Interpretation.** This Agreement has been the subject of mutual negotiations between the parties and their respective counsel. This Agreement has been and shall be construed to have been jointly drafted by the parties in order to preclude the application of any rule of construction against a party's interest as the sole drafter of this Agreement.

**Section 13. No Challenges to this Agreement.** The City, the Tribe, the Authority and the County hereby waive any right each may have to commence or maintain any civil action or other proceeding to contest, invalidate or challenge this Agreement, any procedure or proceeding undertaken to adopt this Agreement or any of the actions required or contemplated by this Agreement, or to take any actions, either directly or indirectly, to oppose or in any other way, to initiate, promote or support the opposition of approvals required under this Agreement or to hinder, obstruct or unduly delay any of the actions required or contemplated by this Agreement. This paragraph shall not be construed to prevent a party to this Agreement from commencing a declaratory judgment action regarding the interpretation of this Agreement. In the event of a challenge to the validity of this Agreement by any third party, the City, the Tribe, the Authority and

the County shall each defend the validity and enforceability of this Agreement in any administrative or judicial proceeding.

Section 14. Severability. If any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, then such invalidity or unenforceability shall have no effect on the other provisions hereof, which shall remain valid, binding and enforceable and in full force and effect. In the event of such a determination by such court, the parties shall promptly meet to discuss how they might satisfy the terms of this Agreement by alternative means. The parties shall use their best efforts to find, design and implement a means of successfully effectuating the terms of this Agreement. If necessary, parties shall negotiate appropriate amendments of this Agreement to maintain, as closely as possible, the original terms, intent and balance of benefits, and burdens of this Agreement. In the event the parties are not able to reach agreement in such situation, the dispute resolution procedure of Section 5 of this Agreement shall apply.

Section 15. Good Faith and Fair Dealing. The parties to this Agreement agree that this Agreement imposes on them a duty of good faith and fair dealing.

Section 16. No Liability for Acts Prior to Agreement. Except as subject to a specific, written agreement, no party shall incur any liability for any acts undertaken during the discussion, negotiation, execution or the processes undertaken to secure any approval required to effectuate this Agreement, whether or not all necessary approvals to make this Agreement effective are obtained.

Section 17. Captions. The captions contained in this Agreement are inserted only as matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions hereof.

Section 18. Agreement in Counterparts. This Agreement may be executed in several counterparts, each of which fully executed counterparts shall be deemed an original.

Section 19. Amendment. This Agreement may only be amended by written instrument executed by all of the parties.

Section 20. Complete Agreement. This Agreement represents the entire integrated agreement between the parties and supersedes all past agreements and all negotiations, representations, promises or agreements, either written or oral, made during the course of negotiations leading to this Agreement.

Section 21. Submission of Agreement to the Secretary of the Interior and the National Indian Gaming Commission. The Authority shall submit this Agreement to the Secretary of the Interior under 25 U.S.C. Section 81 and the National Indian Gaming Commission under IGRA for a determination by the Secretary that this Agreement is not subject to 25 U.S.C. Section 81 and for a determination by NIGC that this Agreement is not subject to review or approval by NIGC. 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 22. Tribe to Guarantee Authority's Performance. The Tribe agrees that it will guarantee the performance of any duty or obligation of the Authority under this Agreement, and either perform such duty or obligation or cause its performance by the Authority, within ten (10) days of its receipt of notice from the City or the County of the Authority's failure to perform any such duties or obligations.

Section 23. Force Majeure. In the event that any party hereto shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, governmental moratorium or other governmental action or inaction by any governmental entity other than the parties to this Agreement (including failure, refusal or delay in issuing permits, approvals and/or authorizations) injunction or court order, riots, insurrection, war, fire, earthquake, flood or other natural disaster or other reason of a like nature not the fault of the party delaying in performing work or doing acts required under this Agreement (but excluding delays due to financial inability), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section 23 shall not be construed to excuse or delay any payment due under Section 2(A) of this Agreement.

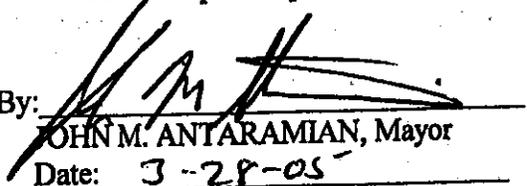
Section 24. No Third-Party Beneficiary. This Agreement is personal to the parties to this Agreement and is not intended for the benefit of any other party.

Section 25. Benefit and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assignees. Except with respect to successors, neither this Agreement, nor any of the rights or interests of the parties hereto, may be assigned, transferred or conveyed in any manner without the prior written consent of each of the parties to this Agreement.

IN WITNESS WHEREOF, the Tribe, the Authority, the City, and the County have respectively signed this Agreement and caused their seals to be affixed and attested as of the date shown.

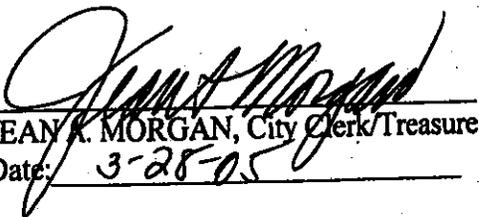
**CITY OF KENOSHA, WISCONSIN,**

A Municipal Corporation

By: 

JOHN M. ANTARAMIAN, Mayor

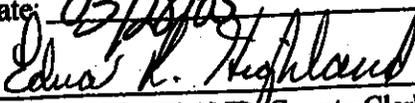
Date: 3-28-05

By: 

JEAN K. MORGAN, City Clerk/Treasurer

Date: 3-28-05

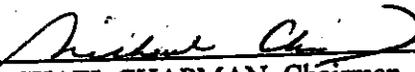
**COUNTY OF KENOSHA, WISCONSIN**

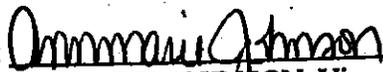
By:   
ALLAN K. KEHL, County Executive  
Date: 03/28/05  
By:   
EDNA R. HIGHLAND, County Clerk  
Date: 3/28/2005

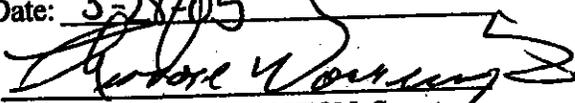
**MENOMINEE INDIAN TRIBE OF WISCONSIN**

By:   
MICHAEL CHAPMAN, Chairperson  
Date: 3-28-05

**MENOMINEE KENOSHA GAMING AUTHORITY**

By:   
MICHAEL CHAPMAN, Chairman  
Date: 3-28-05

By:   
ANN MARIE JOHNSON, Vice-Chairman  
Date: 3-28-05

By:   
THEODORE WARRINGTON, Secretary  
Date: 3/28/05

Q:\client\053166\0001\B0524059.1

**CITY OF KENOSHA  
SCHEDULES OF DISBURSEMENTS**

Disbursement Record 4

Approved by Council \_\_\_\_\_

The Finance Committee reviewed the attached listing of disbursements for the period from 02/16/11 through 02/28/11 and have approved the disbursements as follows:

1. Checks numbered from 103315 through 103741 as shown on attached listing consisting of:

a. Debt Service	-0-
b. Investments	-0-
c. All Other Disbursements	5,862,287.45
<b>SUBTOTAL</b>	<b>5,862,287.45</b>

PLUS:

2. City of Kenosha Payroll Wire Transfers from the same period: 1,221,356.97

**TOTAL DISBURSEMENTS APPROVED** 7,083,644.42

\_\_\_\_\_  
David Bogdala

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

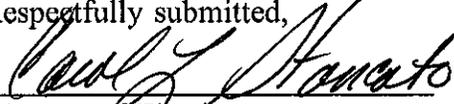
\_\_\_\_\_  
Katherine Marks

\_\_\_\_\_  
Eric Haugaard

\_\_\_\_\_  
Tod Ohnstad

\_\_\_\_\_  
Theodore Ruffalo

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

Respectfully submitted,  
  
\_\_\_\_\_  
Director of Finance

(disbursementsblank.share.fin)

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

**PREPARED FOR:** Finance Committee

**ITEM:** Disbursement Record #4

**ESTIMATED FINANCIAL IMPACT:**

No additional fiscal note needed.

**Date Prepared:** 03/14/11

**Prepared By:** *MKS*

**Reviewed By:** 

START DATE FOR SUMMARY: 2/16 END DATE FOR SUMMARY: 2/28

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103315	2/16	ACE HARDWARE	110-05-55109-361-000	01/11 PA MERCHANDISE	60.93
			110-03-53109-375-000	01/11 ST MERCHANDISE	12.97
				..... CHECK TOTAL	73.90
103316	2/16	BINDELLI BROTHERS, INC	110-09-56501-259-569	01/11 1700 89 ST	98.00
			110-09-56501-259-569	1/11 4308 6 AVE	66.33
				..... CHECK TOTAL	164.33
103317	2/16	HWY C SERVICE	630-09-50101-393-000	1/11-SE#2098 SERVICE	214.32
			630-09-50101-393-000	1/11-SE#2504 PARTS/S	87.68
			630-09-50101-393-000	1/11-SE#2504 PARTS/S	48.29
			630-09-50101-393-000	1/11-SE#2098 PARTS/S	32.00
			630-09-50101-393-000	1/11 SE#3122 PARTS/S	6.35
				..... CHECK TOTAL	388.64
103318	2/16	LAKESIDE STEEL & MFG. CO.	630-09-50101-393-000	1/11-CE#2357 LABOR &	88.55
103319	2/16	MINNESOTA LIFE INSURANCE	110-00-21533-000-000	03/11 PREMIUM	13,064.52
			110-09-56304-156-000	03/11 PREMIUM	6,562.56
			110-00-15601-000-000	03/11 PREMIUM	1,609.35
			110-00-15201-000-000	03/11 PREMIUM	1,165.67
			520-09-50101-156-000	03/11 PREMIUM	660.31
			110-00-15202-000-000	03/11 PREMIUM	445.36
			631-09-50101-156-000	03/11 PREMIUM	250.99
			632-09-50101-156-000	03/11 PREMIUM	180.08
			110-00-14401-000-000	03/11 PREMIUM	135.48
			520-09-50201-156-000	03/11 PREMIUM	83.92
			520-09-50105-156-000	03/11 PREMIUM	78.02
			110-00-13127-000-000	03/11 PREMIUM	76.35
			521-09-50101-156-000	03/11 PREMIUM	74.80
			501-09-50101-156-000	03/11 PREMIUM	28.92
			520-09-50301-156-000	03/11 PREMIUM	27.66
			630-09-50101-156-000	03/11 PREMIUM	23.92
			520-09-50403-156-000	03/11 PREMIUM	15.18
			501-09-50103-156-000	03/11 PREMIUM	4.28
			501-09-50105-156-000	03/11 PREMIUM	3.18
			520-09-50401-156-000	03/11 PREMIUM	2.30
			..... CHECK TOTAL	24,492.85	

START DATE FOR SUMMARY: 2/16 END DATE FOR SUMMARY: 2/28

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103320	2/16	MONROE TRUCK EQUIPMENT	630-09-50101-393-000	1/11-SE PARTS	149.76
			630-09-50101-393-000	12/10-SE RETURN PART	51.00CR
				..... CHECK TOTAL	98.76
103321	2/16	GLC CORP DBA GREAT LAKES ELE	403-11-50904-589-000	FINAL-INTERIOR LIGHT	2,440.00
			403-11-50904-589-000	FINAL-INTERIOR LIGHT	1,749.50
				..... CHECK TOTAL	4,189.50
103322	2/16	FIRST SUPPLY CO.	520-09-50401-246-000	01/11 TD SUPPLIES AN	140.40
			110-02-52203-344-000	1/11 FD SUPPLIES AND	4.15
				..... CHECK TOTAL	144.55
103323	2/16	WE ENERGIES	520-09-50301-222-000	#8 12/28-01/27	3,531.52
			110-03-53109-221-000	#8 01/09-02/07	1,800.14
			110-03-53109-221-000	#8 01/06-02/06	1,004.64
			110-03-53109-221-000	#8 01/05-02/03	850.32
			110-05-55109-221-000	#8 01/07-02/07	848.03
			110-05-55109-222-000	#8 01/06-02/06	714.30
			110-03-53103-221-000	#8 01/04-02/02	346.86
			110-03-53109-221-000	#8 01/04-02/02	326.06
			110-05-55109-221-000	#8 01/06-02/08	312.63
			524-05-50101-222-000	#8 01/06-02/06	306.89
			110-03-53109-221-000	#8 01/10-02/07	259.97
			110-05-55109-221-000	#8 01/09-02/07	192.51
			524-05-50101-221-000	#8 01/06-02/06	183.30
			110-05-55109-221-000	#8 01/06-02/04	99.99
			110-05-55109-222-000	#8 01/09-02/07	75.81
			110-05-55102-221-000	#8 01/06-02/06	73.68
			110-05-55102-221-000	#8 01/09-02/07	67.49
			110-03-53109-221-000	#8 12/09-01/11	56.18
			110-05-55109-221-000	#8 01/05-02/03	20.44
			110-05-55109-221-000	#8 01/10-02/08	16.29
			110-05-55102-221-000	#8 12/29-01/30	16.07
			110-02-52110-222-000	#8 01/03-02/01	10.04
			110-05-55108-221-000	#8 01/06-02/06	8.59
			110-05-55109-222-000	#8 01/05-02/03	8.41
			110-05-55103-222-000	#8 12/02-02/02	2.75
				..... CHECK TOTAL	11,132.91
103324	2/16	STREICHER'S POLICE EQUIPMENT	110-02-52103-365-000	OFFICER EQUIPMENT	615.76
			110-02-52103-365-000	OFFICER EQUIPMENT	189.90
				..... CHECK TOTAL	805.66

START DATE FOR SUMMARY: 2/16 END DATE FOR SUMMARY: 2/28

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103325	2/16	CAMOSY CONSTRUCTION CO., INC	520-00-18751-000-000	APL #3 METRA STATION	109,519.00
103326	2/16	DON'S AUTO PARTS	110-02-52203-344-000	01/11 FD PARTS & MAT	96.37
103327	2/16	INLAND DETROIT DIESEL	110-02-52203-344-000	ENGINE 6 OVERHALL/	18,115.29
			520-09-50106-341-000	1/11-TD PARTS/MATERI	280.15
			520-09-50106-341-000	12/10-TD PARTS/MATER	280.15
			520-09-50106-341-000	1/11-TD CREDIT	50.00CR
			520-09-50106-341-000	1/11-TD CREDIT	50.00CR
			520-09-50106-341-000	12/10-TD CREDIT	50.00CR
			520-09-50201-347-000	12/10-TD CREDIT	2,040.00CR
				..... CHECK TOTAL	16,485.59
103328	2/16	BATTERIES PLUS LLC	110-02-52203-385-000	01/11 FD BATTERIES &	428.40
			110-02-52103-365-000	01/11 PD BATTERIES &	79.80
			110-02-52203-385-000	01/11 FD BATTERIES &	55.44
				..... CHECK TOTAL	563.64
103329	2/16	SHORT ELLIOTT HENDRICKSON	409-11-50804-219-000	12/10 PROF SERVICES	2,391.48
103330	2/16	OFFICEMAX	110-02-52103-311-000	01/11 PD #1725 OFFC	326.87
			110-02-52103-311-000	01/11 PD #1725 OFFC	124.00
			501-09-50101-311-000	01/11 EN #1727 OFFC	29.71
			110-01-51201-311-000	01/11 CT #1724 OFFC	27.64
			501-09-50101-311-000	01/11 EN #1723 OFFC	22.74
				..... CHECK TOTAL	530.96
103331	2/16	HOLLAND SUPPLY, INC.	630-09-50101-393-000	1/11-CE HYDRAULIC FI	531.60
			630-09-50101-393-000	1/11-CE HYDRAULIC FI	327.96
			630-09-50101-393-000	1/11-CE HYDRAULIC FI	252.58
			630-09-50101-393-000	1/11-CE#2505 HYDRAUL	8.52
				..... CHECK TOTAL	1,120.66
103332	2/16	EMS MEDICAL BILLING ASSOC.	206-02-52205-219-000	12/10 BILLING FEE	14,936.98
			110-00-46209-999-000	12/10 SERVICES	490.13
			206-02-52205-219-000	12/10 CERT. COMM.	237.55
				..... CHECK TOTAL	15,664.66
103333	2/16	RACINE COUNTY FIRE CHIEFS	110-02-52206-264-000	2/26/11 SCHROEDER	50.00

START DATE FOR SUMMARY: 2/16 END DATE FOR SUMMARY: 2/28

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103334	2/16	WETLAND & WATERWAY CONSULT.	403-11-51106-589-000	10-12/10-PROFESSIONA	12,287.27
103335	2/16	SERWE IMPLEMENT	630-09-50101-393-000	1/11-SE PARTS/SERVIC	445.88
103336	2/16	AECOM TECHNICAL SERVICES INC	493-11-50101-219-000	11/27-12/31 SERVICES	20,735.85
			494-11-50201-219-000	11/27-12/31 SERVICES	6,454.88
			420-11-50804-219-000	12/10 GRANT APP	3,645.32
			492-11-50301-219-000	11/27-12/31 SERVICES	1,733.64
				..... CHECK TOTAL	32,569.69
103337	2/16	PACE ANALYTICAL	494-11-50201-219-000	12/10 LAB CHRYSLER	1,500.00
			494-11-50201-219-000	01/11 LAB CHRYSLER	1,000.00
			493-11-50101-219-000	12/10 LAB CHRYSLER	900.00
			493-11-50101-219-000	01/11 LAB CHRYSLER	875.00
				..... CHECK TOTAL	4,275.00
103338	2/16	HUMANA CLAIMS	611-09-50101-155-527	02/14/11 MED CLAIMS	183,570.99
			611-09-50101-155-527	02/14/11 PHARMACY	13,216.28
			611-09-50101-155-527	02/11/11 PHARMACY	8,496.01
			611-09-50101-155-527	02/15/11 MED CLAIMS	5,047.93
			611-09-50101-155-527	02/11/11 MED CLAIMS	2,632.35
			611-09-50101-155-527	02/15/11 PHARMACY	855.89
				..... CHECK TOTAL	213,819.45
103339	2/16	SCHREIBER ANDERSON ASSOC.	405-11-51003-219-000	01/11 COMP REC PLAN	9,108.91
			405-11-51003-219-000	01/11 PETZKE PARK	796.20
			405-11-51003-219-000	01/11 STRAWBERRY CRK	356.64
				..... CHECK TOTAL	10,261.75
103340	2/16	PAGEL HYDRAULIC SERVICE	630-09-50101-393-000	REBUILD CYLINDERS	920.00
103341	2/16	PAUL CONWAY SHIELDS	110-02-52206-367-000	1/11-FD TURNOUT GEAR	313.00
103342	2/16	GRADE A CONSTRUCTION, INC	286-06-50302-259-000	#5227889 MOLD ABATE	875.00
103343	2/16	MALSACK, J	110-09-56501-259-566	02/11 3803/09 7TH	308.75
103344	2/16	BROOKHOUSE & HEMSING LAW	110-01-51303-212-000	01/11 P & F COMM	435.00
			110-01-51303-212-000	01/11 P & F COMM	200.00
				..... CHECK TOTAL	635.00

START DATE FOR SUMMARY: 2/16 END DATE FOR SUMMARY: 2/28

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103345	2/16	ELECTRICAL CONTRACTORS, INC	405-11-51017-589-000	11/10 FLAG POLE LIGH	1,911.93
103346	2/16	METROPCS WIRELESS, INC	110-02-52102-219-000	#10-175337 CALL DTL	50.00
103347	2/16	SWWBIA	110-02-52601-264-000	3/24/11 HILLESLAND	100.00
			110-02-52601-322-000	CODE BOOK	80.00
				..... CHECK TOTAL	180.00
103348	2/16	WISCONSIN APA	110-01-51701-264-000	3/09/11 J LABAHN	130.00
103349	2/16	DUECO, INC	630-09-50101-393-000	1/11 SE #2711 PARTS	173.89
			630-09-50101-393-000	01/11 SE #2711 PARTS	116.33
				..... CHECK TOTAL	290.22
103350	2/16	WAUSAU EQUIPMENT CO.	630-09-50101-393-000	1/11-SE PARTS/MATERI	1,543.13
103351	2/16	WASTE MANAGEMENT	633-09-50101-253-000	2/11-LI WEEKLY PICK	80.21
			521-09-50101-219-000	2/11-AR PAPER RECYCL	54.08
			110-05-55109-246-000	2/11-PA PAPER RECYCL	37.86
				..... CHECK TOTAL	172.15
103352	2/16	O'CONNOR, DUMEZ,	110-09-56402-219-000	GAAL 10/21/07	2,552.00
			110-09-56402-219-000	GUERRERO 12/01/10	2,255.00
			110-09-56402-219-000	BADURA 01/07/08	352.00
			110-09-56402-219-000	MILLER 10/25/03	55.00
			110-09-56402-219-000	ZELADA 06/05/09	55.00
				..... CHECK TOTAL	5,269.00
103353	2/16	MENARDS (KENOSHA)	110-03-53107-344-000	01/11 ST MERCHANDISE	290.75
			110-03-53103-344-000	01/11 ST MERCHANDISE	97.24
			110-05-55109-357-000	01/11 PA MERCHANDISE	84.04
			110-03-53107-389-000	01/11 ST MERCHANDISE	82.64
			110-02-52203-382-000	01/11 FD #4 MERCHAND	75.90
			110-02-52203-382-000	01/11 FD #4 MERCHAND	57.13
			206-02-52205-344-000	01/11 FD #4 MERCHAND	56.88
			110-02-52203-344-000	01/11 FD #4 MERCHAND	56.88
			110-03-53103-344-000	01/11 ST MERCHANDISE	52.56
			110-05-55109-344-000	12/10 PA MERCHANDISE	51.60
			284-06-50302-259-000	#5223939 MATERIALS	24.00
			110-03-53103-389-000	01/11 ST MERCHANDISE	8.96
				..... CHECK TOTAL	938.58

START DATE FOR SUMMARY: 2/16 END DATE FOR SUMMARY: 2/28

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103354	2/16	REFRIGERANT RECOVERY INC	110-03-53116-219-000	01/11 DISPOSAL WHITE	377.00
103355	2/16	HENRICKSEN & CO. INC.	110-02-52101-362-000	CUSTOM MAT	155.00
103356	2/16	GRAINGER	110-01-51801-382-000	1/11-MB PARTS/MATERI	85.23
			206-02-52205-344-000	1/11-FD PARTS/MATERI	36.75
				..... CHECK TOTAL	121.98
103357	2/16	THE HIGHLAND GROUP OF WI	409-11-50804-581-000	39TH AV-18TH TO 24TH	8,775.00
103358	2/16	TIME WARNER CABLE	520-09-50301-233-000	02/11 TRANSIT-ROADRU	139.95
			110-01-51102-233-000	02/11 AIRPORT-ROADRU	139.95
			761-09-50101-225-000	2/09-3/08 PHONE	64.09
				..... CHECK TOTAL	343.99
103359	2/16	ACCURINT	110-02-52101-219-000	SEARCHES/LOCATE SERV	109.85
103360	2/16	GATEWAY TECH COLLEGE	245-09-50101-264-000	11/08-11 TRAINING	1,228.80
			245-09-50101-264-000	12/16/10 6 FOR TRNG	151.20
				..... CHECK TOTAL	1,380.00
103361	2/16	KENOSHA PRIVATE POLICE	217-06-51630-259-000	1/21-31/11 SECURITY	6,087.80
103362	2/16	INTERNATIONAL COUNCIL	110-01-51701-264-000	4/07/11 J LABAHN	95.00
103363	2/16	CARLIN HORT. SUPPLIES	110-05-55103-353-000	FAFARD #2 MIX	1,411.20
103364	2/16	WIS MUNICIPAL CLERKS ASSOC	110-01-51201-323-000	2011 DUES-D SALAS	45.00
103365	2/16	NICOLET NATURAL SE	761-09-50101-389-000	02/11 WATER COOLER	7.95
103366	2/16	AT&T	448-11-50901-589-000	UTILITY RELOCATE	2,916.24
103367	2/16	AURORA MEDICAL GROUP	110-01-51303-216-000	01/11 SCREENS	533.00
			520-09-50101-216-000	01/11 SCREENS	130.00
				..... CHECK TOTAL	663.00
103368	2/16	IOD INCORPORATED	110-09-56402-219-000	ZELADA DOL 6/5/09	22.97
103369	2/16	SAVAGLIO, JOHN & SHIRLEY	110-00-44802-000-000	PERMIT 617 58 ST	130.00

START DATE FOR SUMMARY: 2/16 END DATE FOR SUMMARY: 2/28

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103370	2/16	SCHMALING COURT REPORTING	110-09-56402-219-000	GAAL DOL 10/21/07	140.30
103371	2/16	MANFRED, GRANT	110-09-56404-719-000	VEH DMG 01/27/11	2,028.06
103372	2/16	SMITH, THEODORE & SANDRA	110-00-21106-000-000	REISSUE CK 102379	200.90
103373	2/16	FOSTER, SANDRA	110-00-21106-000-000	REPLACE CK 103082	21.53
103374	2/16	GOVEKAR, JESSICA	110-00-46587-000-000	WOLFENBUTTEL-9/10/11	40.00
103375	2/16	WINGATE, KATHLEEN	110-00-21905-000-000	CANCELLATION-7/23/11	300.00
			110-00-46581-000-000	CANCELLATION-7/23/11	285.00
			110-00-46532-000-000	CANCELLATION-7/23/11	25.00
				..... CHECK TOTAL	610.00
103376	2/16	GONZALEZ, MARIA	110-00-21905-000-000	ORIBILETTI-2/5/11	100.00
103377	2/16	BROOKS, ANTONETTE	110-00-21109-000-000	COURT PYMT N969075	21.11
103378	2/16	KOPESKY, KENNETH	110-02-52102-367-000	2011 CLOTHING ALLOW	400.00
103379	2/16	MILLSAPS, NINA M.	611-09-50102-259-000	NURSE PRACT EXP	465.72
103380	2/16	JOHNSON, ORVILLE C.	110-02-52102-263-000	2/8/11-BL RVR FALLS	12.00
103381	2/16	MORRISSEY, JOHN W.	110-02-52103-261-281	2/2/11 VEHICLE USE	66.30
103382	2/16	DESCHLER, STEVEN H.	110-09-56405-166-000	1/25-2/21/11 PPD	1,128.00
103383	2/16	BELLER, JAMES	110-02-52102-263-000	2/8/11-BL RVR FALLS	12.00
103384	2/16	BILLINGSLEY, SHELLY	501-09-50101-367-000	SWU SHIRTS-STAFF	220.75
103385	2/16	ANDERSON, RICHARD	520-09-50101-367-000	2011 UNIFORM ALLOW	73.85
103386	2/16	HEIRING, JAMES	110-02-52103-365-000	BELTCASE FOR PHONE	18.74
103387	2/16	ZUNKER, BETTY J	631-09-50101-263-000	1/27-29 WIS DELLS	213.61
			631-09-50101-261-000	01/11 286 MILES	145.86
				..... CHECK TOTAL	359.47

START DATE FOR SUMMARY: 2/16 END DATE FOR SUMMARY: 2/28

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103388	2/16	NEUENS, TIMOTHY	520-09-50106-311-000	CDL LICENSE RENEWAL	74.00
103389	2/16	NICHOLS, DUSTY	110-02-52103-261-281	2/2/11 VEHICLE USE	31.62
103390	2/18	A & B PRO HARDWARE	110-02-52203-246-000	1/11 FD SUPPLIES & S	153.80
			110-01-51801-389-000	1/11 MB SUPPLIES & S	13.15
			110-05-55109-246-000	1/11 PA SUPPLIES & S	10.00
			110-09-56501-259-000	1/11 DH SUPPLIES & S	5.40
			110-02-52203-382-000	1/11 FD SUPPLIES & S	3.52
			110-02-52203-357-000	1/11 FD SUPPLIES & S	3.06
				..... CHECK TOTAL	188.93
103391	2/18	AMALGAMATED TRANSIT UN 998	110-00-21556-000-000	2/17/11 UNION DUES	2,891.21
103392	2/18	BINDELLI BROTHERS, INC	110-09-56501-259-569	2/1 6928 64 AVE BOAR	168.12
			110-09-56501-259-569	1/11 5821 5 AVE BOAR	60.00
				..... CHECK TOTAL	228.12
103393	2/18	RNOW, INC.	630-09-50101-393-000	1/11-SE PARTS/MATERI	165.36
103394	2/18	VIKING ELECTRIC SUPPLY	110-03-53103-246-000	1/11-ST ELECTRICAL M	52.96
103395	2/18	GENERAL COMMUNICATIONS, INC.	110-02-52103-231-000	1/1-6/30/11-PD KENWO	10,896.00
			110-02-52103-231-000	1/1-6/30/11-PD KENWO	7,056.00
			520-09-50201-231-000	1/1-6/30/11 TD RADIO	4,279.20
			110-03-53103-231-000	1/1-6/30/11 ST RADIO	2,974.50
			110-02-52203-231-000	1/1-6/30/11 FD RADIO	1,749.00
			110-02-52103-231-000	1/1-6/30/11 PD M/ACO	780.00
			110-02-52103-231-000	1/1-6/30/11-PD M/ACO	630.00
			631-09-50101-231-000	1/1-6/30/11-EN RADIO	522.00
			632-09-50101-231-000	1/1-6/30/11 SE RADIO	273.00
				..... CHECK TOTAL	29,159.70
103396	2/18	JANTZ AUTO SALES INC	110-02-52103-219-000	1/11-#11-003670 TOWI	85.00
			110-02-52103-219-000	1/11-#11-011271 TOWI	25.00
			110-02-52103-219-000	1/11-#11-003294 TOWI	15.00
				..... CHECK TOTAL	125.00
103397	2/18	CARDINAL HEALTH	206-02-52205-318-000	2/11 FD MEDICAL SUPP	313.14
			206-02-52205-318-000	1/11 FD MEDICAL SUPP	290.92
			206-02-52205-318-000	1/11 FD MEDICAL SUPP	204.45
				..... CHECK TOTAL	808.51

START DATE FOR SUMMARY: 2/16 END DATE FOR SUMMARY: 2/28

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103398	2/18	WIS DEPT OF REVENUE	110-09-56507-259-999	1/11 SALES TAX	2,076.76
103399	2/18	KENOSHA JOINT SERVICES	110-02-52103-341-000	1/11 PATRL FLT FUEL	22,787.60
			110-02-52103-345-000	1/11 PTRL FLT MAINT.	5,531.43
			110-02-52102-341-000	1/11 DTCTV FLT FUEL	3,256.67
			110-02-52109-341-000	1/11 SCU FLT FUEL	939.71
			110-02-52101-341-000	1/11 ADMN FLT FUEL	228.53
			110-02-52102-345-000	1/11 DTCV FLT MAINT	148.14
			110-02-52109-345-000	1/11 SCU FLT MAINT	23.36
			110-02-52101-345-000	1/11 ADMN FLT MAINT	14.59
				..... CHECK TOTAL	32,930.03
103400	2/18	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	02/18/11 CITY HRLY	15,903.25
			110-00-21562-000-000	02/18/11 WATER HRLY	4,249.85
			110-00-21562-000-000	02/18/11 MUSEUM HRLY	205.00
				..... CHECK TOTAL	20,358.10
103401	2/18	KENOSHA COUNTY SHERIFF DEPT	110-02-52108-256-000	01/11 PRISONER MAINT	3,339.00
103402	2/18	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	1/3/11 P DEATES	849.82
			110-09-56405-161-000	12/30/10 J KUNZ	569.62
			110-09-56405-161-000	1/2/11 D YANDEL	471.15
				..... CHECK TOTAL	1,890.59
103403	2/18	PALMEN BUICK	630-09-50101-393-000	1/11-SE PARTS/MATERI	78.22
103404	2/18	ST THERESE CONGREGATION	110-00-21109-000-000	CLASS B BEVERAGE	10.00
103405	2/18	BADGER TRUCK CENTER	630-09-50101-393-000	1/11 SE #2954 PARTS	154.35
			630-09-50101-393-000	2/11 SE PARTS & MATE	122.74
			630-09-50101-393-000	2/11 SE #2597 PARTS	122.74
			630-09-50101-393-000	2/11 SE #2597 PARTS	10.02
				..... CHECK TOTAL	409.85
103406	2/18	NORTHWESTERN UNIVERSITY	110-02-52107-264-000	3/14-25 2 REG FEES	2,990.00
103407	2/18	KENOSHA WATER UTILITY	110-05-55109-223-000	#1 2/01/11 WTR/STRM	4,645.14
			110-05-55109-224-000	#1 2/01/11 WTR/STRM	1,617.25
			110-02-52203-224-000	#1 2/01/11 WTR/STRM	619.05
			110-01-51802-223-000	#1 2/01/11 WTR/STRM	569.14
			524-05-50101-223-000	#1 2/01/11 WTR/STRM	461.36
			110-02-52203-223-000	#1 2/01/11 WTR/STRM	349.86
			110-01-51801-223-000	#1 2/01/11 WTR/STRM	324.99
			110-05-55104-224-000	#1 2/01/11 WTR/STRM	311.34
			110-01-51801-224-000	#1 2/01/11 WTR/STRM	310.10
			110-05-55106-224-000	#1 2/01/11 WTR/STRM	248.16
			524-05-50101-224-000	#1 2/01/11 WTR/STRM	208.82
			522-05-50102-224-000	#1 2/01/11 WTR/STRM	174.06
			110-05-55111-224-000	#1 2/01/11 WTR/STRM	146.48

START DATE FOR SUMMARY: 2/16 END DATE FOR SUMMARY: 2/28

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			633-09-50101-224-000	#1 2/01/11 WTR/STRM	136.36
			633-09-50101-223-000	#1 2/01/11 WTR/STRM	111.06
			520-09-50301-224-000	#1 2/01/11 WTR/STRM	83.92
			110-02-52110-223-000	#1 2/01/11 WTR/STRM	72.14
			110-03-53116-224-000	#1 2/01/11 WTR/STRM	70.88
			110-01-51802-224-000	#1 2/01/11 WTR/STRM	39.20
			110-05-55102-224-000	#1 2/01/11 WTR/STRM	38.70
			110-02-52110-224-000	#1 2/01/11 WTR/STRM	30.26
			520-09-50301-223-000	#1 2/01/11 WTR/STRM	14.26
				..... CHECK TOTAL	10,582.53
103408	2/18	WELDCRAFT, INC.	630-09-50101-393-000	1/11 WELDING SERVICE	103.28
103409	2/18	WE ENERGIES	758-09-50110-259-850	12/28-1/27 UTILITIES	268.45
			285-06-50204-259-000	#5227883 UTILITIES	190.03
			286-06-50302-259-000	35227872 UTILITIES	145.82
			284-06-50302-259-000	#5227866 UTILITIES	105.88
			285-06-50205-259-000	#5227875 UTILITIES	101.59
			285-06-50203-259-000	#5227879 UTILITIES	90.94
			285-06-50214-259-000	#5227858 UTILITIES	66.22
			285-06-50207-259-000	#5227886 UTILITIES	36.39
				..... CHECK TOTAL	1,005.32
103410	2/18	WE ENERGIES	110-03-53109-221-000	ELECTRIC SERVICE	278.00
103411	2/18	MURRAY & TRETTEL INC.	110-03-53107-219-000	1/11-6/11-CONSULTING	1,175.00
103412	2/18	KENOSHA WATER UTILITY	286-06-50302-259-000	#5227905 UTILITIES	107.78
			461-11-51001-581-000	1102 52ND ST-SWU	53.18
			420-11-50703-589-000	11-12/10 2916 SHER	40.20
			284-06-50302-259-000	#5227906 UTILITIES	33.31
			463-11-50801-589-000	6731 14TH AVE-SWU	9.26
			463-11-50801-589-000	6209 13TH AVE-SWU	9.26
			463-11-50801-589-000	5510 22ND AVE-SWU	9.26
			463-11-50801-589-000	2222 56TH ST-SWU	9.26
			463-11-50801-589-000	2217 55TH ST-SWU	9.26
			285-06-50211-259-000	#5227831 UTILITIES	9.26
			461-11-51001-581-000	5016 SHERIDAN-SWU	8.26
			463-11-50801-589-000	6733 14TH AVE-SWU	6.28
				..... CHECK TOTAL	304.57

START DATE FOR SUMMARY: 2/16 END DATE FOR SUMMARY: 2/28

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103413	2/18	STREICHER'S POLICE EQUIPMENT	110-02-52103-365-000	MACE WITH HOLDERS	283.85
103414	2/18	WEST GROUP	110-01-50301-322-000	1/11-LE ONLINE MATER	715.65
103415	2/18	ZARNOTH BRUSH WORKS, INC.	501-09-50104-344-000	CARBIDE BAR	426.00
			501-09-50104-344-000	1/11-SW DEFLECTORS	193.65
			501-09-50104-344-000	ANGLE BRACKET	32.95
				..... CHECK TOTAL	652.60
103416	2/18	CURTIS INDUSTRIES, INC	630-09-50101-393-000	1/11 SE FASTENERS-VA	511.29
			630-09-50101-393-000	1/11 SE FASTENERS-VA	58.56
				..... CHECK TOTAL	569.85
103417	2/18	FABCO EQUIPMENT, INC.	630-09-50101-393-000	2/11 SE #1358 PARTS	1,121.97
			630-09-50101-393-000	1/11 PARTS & MATERIA	1,076.39
			630-09-50101-393-000	2/11 SE #2597 PARTS	35.96
			630-09-50101-393-000	2/11 SE CREDIT PARTS	555.22CR
				..... CHECK TOTAL	1,679.10
103418	2/18	WALGREEN CO.	110-09-56405-161-000	3/15/10 B MILLER	34.16
103419	2/18	A & R DOOR SERVICE	110-02-52203-246-000	1/11 FD #6 DOOR REPA	305.00
103420	2/18	LARK UNIFORM, INC.	110-02-52103-367-000	1/11-PD UNIFORM ITEM	320.75
			110-02-52103-367-000	1/11-PD UNIFORM ITEM	125.90
				..... CHECK TOTAL	446.65
103421	2/18	CHASE BANK KENOSHA	110-00-21513-000-000	02/18/11 HRLY DEDCT	29,419.98
			110-00-21612-000-000	02/18/11 HRLY DEDCT	13,193.17
			110-00-21511-000-000	02/18/11 HRLY DEDCT	8,937.35
			110-00-21614-000-000	02/18/11 HRLY DEDCT	3,202.77
			110-00-21514-000-000	02/18/11 HRLY DEDCT	3,202.62
				..... CHECK TOTAL	57,955.89
103422	2/18	CHASE BANK KENOSHA	761-00-21513-000-000	01/11 KCM DEDUCT	608.00
			761-09-50101-158-000	01/11 KCM DEDUCT	382.93
			761-00-21511-000-000	01/11 KCM DEDUCT	259.40
			761-00-21514-000-000	01/11 KCM DEDUCT	89.56
			761-09-50101-158-000	01/11 KCM DEDUCT	89.55
				..... CHECK TOTAL	1,429.44

START DATE FOR SUMMARY: 2/16 END DATE FOR SUMMARY: 2/28

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103423	2/18	AT&T	110-01-51801-225-000	1/28-2/27 653-7213	691.40
			110-02-52108-225-000	2/04-3/03 656-1234	322.00
			110-01-51801-227-000	1/28-2/27 653-8297	140.76
			110-01-51801-225-000	1/28-2/27 942-8834	40.99
			110-01-51801-225-000	2/01-2/28 605-9294	39.90
			521-09-50101-225-000	2/04-3/03 656-1586	39.16
			110-05-55111-225-000	1/28-2/27 942-3781	32.72
				..... CHECK TOTAL	1,306.93
103424	2/18	ZILSKE LAW FIRM S C	110-09-56405-212-000	4/16/07 J BELLER	94.50
103425	2/18	DWD-UI	110-09-56308-157-000	01/11 UNEMPLOYMENT	55,568.64
			520-09-50101-157-000	01/11 UNEMPLOYMENT	6,040.98
			110-00-15601-000-000	01/11 UNEMPLOYMENT	675.85
			110-09-56308-157-000	01/11 UNEMPLOYMENT	180.00
			110-09-56308-157-000	01/11 UNEMPLOYMENT	269.77CR
				..... CHECK TOTAL	62,195.70
103426	2/18	LINCOLN CONTRACTORS SUPPLY	631-09-50101-361-000	1/11-EN TOOLS/SUPPLI	283.23
			110-03-53113-389-000	1/11-ST TOOLS/SUPPLI	240.00
			110-03-53103-389-000	1/11-ST TOOLS/SUPPLI	240.00
			501-09-50103-361-000	1/11-SW TOOLS/SUPPLI	123.08
				..... CHECK TOTAL	886.31
103427	2/18	NORTH AMERICAN SALT CO.	630-09-50101-393-000	1/11 SEASONAL FILL S	30,969.52
			630-09-50101-393-000	1/11 SEASONAL FILL S	22,916.80
			110-03-53107-351-000	1/11 DE-ICING MATERI	600.00
			110-03-53107-351-000	1/11 DE-ICING MATERI	600.00
			110-03-53107-351-000	1/11 DE-ICING MATERI	600.00
			110-03-53107-351-000	1/11 DE-ICING MATERI	600.00
				..... CHECK TOTAL	56,286.32
103428	2/18	NEENAH FOUNDRY CO. (K0363)	630-09-50101-393-000	BOX INLET,	28,144.94
			630-09-50101-393-000	STANDARD INLET,	7,550.00
			630-09-50101-393-000	BOX INLET	5,337.57
			630-09-50101-393-000	BOX INLET,	4,680.00
				..... CHECK TOTAL	45,712.51
103429	2/18	HOLLAND SUPPLY, INC.	110-03-53103-344-000	1/11-ST HYDRAULIC FI	238.82

START DATE FOR SUMMARY: 2/16 END DATE FOR SUMMARY: 2/28

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103430	2/18	SCHELBLE & HEMMER, S.C.	110-00-21581-000-000	02/18/11 B GARRETT	120.50
103431	2/18	GUTTORMSEN, HARTLEY,	110-01-50301-219-000	10/11-12/06 POTTER	175.00
			110-01-50101-219-000	10-11/10 LAMACCHIA	150.00
			110-01-50101-219-000	11/23-1/13 BOSTROM	100.00
				..... CHECK TOTAL	425.00
103432	2/18	JAMES IMAGING SYSTEMS, INC.	110-01-51201-311-000	COPY MACHINE STAPLES	98.69
103433	2/18	HUMANA CLAIMS	611-09-50101-155-527	02/16/11 MED CLAIMS	65,915.21
			611-09-50101-155-527	02/17/11 PHARMACY	9,591.42
			611-09-50101-155-527	02/16/11 PHARMACY	1,491.31
			611-09-50101-155-527	02/17/11 MED CLAIMS	1,258.73
				..... CHECK TOTAL	78,256.67
103434	2/18	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	02/18/11 L SAYLOR	36.41
103435	2/18	MALLERY & ZIMMERMAN, SC	110-00-21581-000-000	2/18/11 CHRISTERSON	136.11
103436	2/18	STIPPICH, SELIN & CAIN, LLC	110-01-50101-219-000	01/11 SERVICES	1,552.00
103437	2/18	GFOA	110-01-51101-219-000	2011 BUDGET AWARD	550.00
103438	2/18	JENSEN TOWING	110-02-52103-219-000	1/11-#10-178915 TOWI	45.00
			110-02-52103-219-000	1/11-#11-009522 TOWI	45.00
			110-02-52103-219-000	1/11-#11-003670 TOWI	45.00
			110-02-52103-219-000	1/11-#11-188172 TOWI	45.00
			110-02-52103-219-000	1/11-#11-019467 TOWI	15.00
			110-02-52103-219-000	1/11-#11-006475 TOWI	15.00
				..... CHECK TOTAL	210.00
103439	2/18	OUR DESIGNS, INC	110-02-52206-367-000	1/11 COMMENDATION BA	273.39
103440	2/18	BLACKOUT WINDOW SERVICE LLC	110-02-52103-344-000	TINTING	195.00
103441	2/18	ZIEVERS & DOWSE SC	110-01-50301-219-000	MED RECORD 10CV1323	28.35
103442	2/18	CDW-G	110-01-51102-539-000	01/11 COMPUTER EQPMT	10.06
103443	2/18	HANSMANN PRINTING	630-09-50101-393-000	1/11 SE-#10 REG EPS	1,140.50
			110-02-52103-311-000	1/11 PD-VARIOUS SPL	825.00
			110-01-51901-311-000	1/11 CT-ABSENTEE EPS	508.15
			520-09-50201-313-000	1/11 TD-REDUCED FARE	53.00
			110-02-52601-311-000	1/11 DH-ENGEN BC'S	48.00
				..... CHECK TOTAL	2,574.65

START DATE FOR SUMMARY: 2/16 END DATE FOR SUMMARY: 2/28

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103444	2/18	SHERWIN INDUSTRIES	110-03-53103-378-000	TRAFFIC CONES	2,992.50
103445	2/18	WIS DEPT OF REVENUE	110-00-21109-000-000	LOTTERY CHGS COLLECT	4,373.03
103446	2/18	KASDORF, LEWIS & SWIETLIK	110-09-56405-212-000	11/13/09 VILLALOBOS	2,294.02
103447	2/18	CENTRAL HIGH SCHOOL	110-00-21812-000-000	2010 TAX RL STLMNT	109,112.61
103448	2/18	BRISTOL SCHOOL DISTRICT #1	110-00-21811-000-000	2010 TAX RL STLMNT	162,973.07
103449	2/18	WIS SCTF	110-00-21581-000-000	02/17/11 HRLY DEDUCT	1,058.94
103450	2/18	HERO'S SALUTE AWARDS COMPANY	110-02-52203-389-000	1/11-CITIZEN AWARD/P	112.16
103451	2/18	ALARM DETECTION SYSTEMS INC	110-01-51801-246-000	ALARM DETECTION SERV	3,260.28
103452	2/18	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	02/18/11 J PETRILLO	139.82
103453	2/18	HENRICKSEN & CO. INC.	422-11-50906-527-000	FURNITURE	57,104.29
			422-11-50906-527-000	FURNITURE	22,917.63
				..... CHECK TOTAL	80,021.92
103454	2/18	GATEWAY TECH COLLEGE	110-00-21803-000-000	2010 TAX RL STLMNT	1,766,501.28
103455	2/18	PARIS JT. 1 SCHOOL DISTRICT	110-00-21813-000-000	2010 TAX RL STLMNT	16,469.39
103456	2/18	BUSCHE, JUDY LLC	110-01-50301-219-000	1/11 SERVICES OF PRO	100.00
			110-01-50101-219-000	1/11 SERVICES OF PRO	25.00
				..... CHECK TOTAL	125.00
103457	2/18	CONTROLL FORMS INC	110-02-52103-311-000	PARKING TICKET BOOKS	1,891.78
103458	2/18	MIDWEST GRAPHICS SERVICES	405-11-51003-219-000	1/11 PARK POSTCARDS	549.60
103459	2/18	ALLDATA, LLC	632-09-50101-322-000	SUBSCRIPTION	1,500.00
103460	2/18	CLAWZ AND PAWZ ANIMAL RESC	110-04-54102-254-000	01/11 158 CAPT/DISPL	6,222.00
			110-04-54102-254-000	02/11 SERVICE FEE	3,500.00
				..... CHECK TOTAL	9,722.00

START DATE FOR SUMMARY: 2/16 END DATE FOR SUMMARY: 2/28

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103461	2/18	PLEASANT PRAIRIE UTILITIES	110-09-56519-259-000	01/11 SPRINGBROOK	99.83
			110-09-56519-259-000	01/11 80TH ST PROP	61.68
				..... CHECK TOTAL	161.51
103462	2/18	PROCESSWORKS INC.	110-00-21578-000-000	2/15/11 CHECK REG	1,902.71
			110-00-21578-000-000	12/10 CHARGES	1,635.53
				..... CHECK TOTAL	3,538.24
103463	2/18	AIRGAS NORTH CENTRAL	206-02-52205-389-000	1/11 FD #5 OXYGEN CY	57.24
			110-03-53103-355-000	1/11 ST INDUSTRIAL G	44.95
				..... CHECK TOTAL	102.19
103464	2/18	G2 PRINTING SOLUTIONS	501-09-50101-311-000	KEY CHAINS	2,320.00
			501-09-50101-311-000	SET UP COST	50.00
				..... CHECK TOTAL	2,370.00
103465	2/18	JANI-KING OF MILWAUKEE	633-09-50101-243-000	2/11-JANITORIAL SERV	1,084.00
103466	2/18	ARCTIC GLACIER, INC.	110-05-55108-219-000	969021913	138.00
			110-05-55108-219-000	973021814	117.30
				..... CHECK TOTAL	255.30
103467	2/18	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000	3/15/10 B MILLER	8,988.59
103468	2/18	AURORA MEDICAL GROUP	520-09-50101-216-000	01/11 SCREENS	153.00
103469	2/18	IOD INCORPORATED	520-09-50101-161-000	9/13/04 S THORSEN	97.95
			520-09-50101-161-000	9/13/04 S THORSEN	18.10
			110-09-56405-161-000	12/30/10 J KUNZ	8.89
				..... CHECK TOTAL	124.94
103470	2/18	TRUE COURSE MDCS LLC	110-09-56405-161-000	12/30/10 J KUNZ	817.49
103471	2/18	HEALTHPORT	110-09-56405-161-000	1/2/11 D YANDEL	8.76
103472	2/18	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	1/2/11 D YANDEL	317.90
			110-09-56405-161-000	12/30/10 J KUNZ	221.85
				..... CHECK TOTAL	539.75
103473	2/18	AURORA HEALTH CARE	110-09-56405-161-000	12/30/10 J KUNZ	305.36
			110-09-56405-161-000	12/28/10 D JOYCE	198.88
				..... CHECK TOTAL	504.24

START DATE FOR SUMMARY: 2/16 END DATE FOR SUMMARY: 2/28

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103474	2/18	FAMILY FOOT CLINIC OF WI SC	110-09-56405-161-000	12/4/10 J PETERSON	85.90
103475	2/18	JOINTS IN MOTION MEDICAL LLC	110-09-56405-161-000	12/30/10 J KUNZ	195.00
			110-09-56405-161-000	12/30/10 J KUNZ	130.00
				..... CHECK TOTAL	325.00
103476	2/18	WHEATON FRANCISCAN HLTHCARE	110-09-56405-161-000	6/18/10 D PALMER	28.98
103477	2/18	CITIES & VILLAGES MUTUAL	110-09-56401-273-000	2011 GEN LIAB INS	119,450.00
			110-00-15601-000-000	2011 GEN LIAB INS	91,169.00
			520-09-50301-273-000	2011 GEN LIAB INS	19,217.00
			501-09-50101-273-000	2011 GEN LIAB INS	13,290.00
			110-00-15201-000-000	2011 GEN LIAB INS	11,483.00
			524-05-50101-273-000	2011 GEN LIAB INS	3,748.00
			110-00-15202-000-000	2011 GEN LIAB INS	2,924.00
			110-00-14401-000-000	2011 GEN LIAB INS	2,658.00
			521-09-50101-273-000	2011 GEN LIAB INS	1,861.00
				..... CHECK TOTAL	265,800.00
103478	2/18	CITIES & VILLAGES MUTUAL	110-09-56401-276-000	2011 AUTO PHYS INS	62,885.52
			110-00-15601-000-000	2011 AUTO PHYS INS	10,279.92
			110-00-15201-000-000	2011 AUTO PHYS INS	998.17
			521-09-50101-276-000	2011 AUTO PHYS INS	804.50
			501-09-50103-276-000	2011 AUTO PHYS INS	731.61
			520-09-50301-276-000	2011 AUTO PHYS INS	158.41
			110-00-15202-000-000	2011 AUTO PHYS INS	143.87
				..... CHECK TOTAL	76,002.00
103479	2/18	CITIES & VILLAGES MUTUAL	110-09-56401-273-000	2011 EXCESS W/C INS	50,475.00
			110-00-15601-000-000	2011 EXCESS W/C INS	6,852.00
			520-09-50301-273-000	2011 EXCESS W/C INS	4,207.00
			110-00-15202-000-000	2011 EXCESS W/C INS	1,715.00
			110-00-14401-000-000	2011 EXCESS W/C INS	700.00
			521-09-50101-273-000	2011 EXCESS W/C INS	471.00
			501-09-50101-273-000	2011 EXCESS W/C INS	370.00
			524-05-50101-273-000	2011 EXCESS W/C INS	177.00
				..... CHECK TOTAL	64,967.00
103480	2/18	CITIES & VILLAGES MUTUAL	110-09-56401-273-000	2011 EMPL LIAB INS	17,203.00
			110-00-15601-000-000	2011 EMPL LIAB INS	2,335.00
			110-00-15201-000-000	2011 EMPL LIAB INS	1,600.00
			520-09-50301-273-000	2011 EMPL LIAB INS	1,434.00
			110-00-15202-000-000	2011 EMPL LIAB INS	584.00
			110-00-14401-000-000	2011 EMPL LIAB INS	239.00
			521-09-50101-273-000	2011 EMPL LIAB INS	161.00
			501-09-50101-273-000	2011 EMPL LIAB INS	126.00
			524-05-50101-273-000	2011 EMPL LIAB INS	60.00
				..... CHECK TOTAL	23,742.00

START DATE FOR SUMMARY: 2/16 END DATE FOR SUMMARY: 2/28

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT		
103481	2/18	CITIES & VILLAGES MUTUAL	110-09-56401-273-000	2011 EX PUBL ENTITY	8,640.00		
			110-00-15601-000-000	2011 EX PUBL ENTITY	1,173.00		
			110-00-15201-000-000	2011 EX PUBL ENTITY	804.00		
			520-09-50301-273-000	2011 EX PUBL ENTITY	720.00		
			110-00-15202-000-000	2011 EX PUBL ENTITY	293.00		
			110-00-14401-000-000	2011 EX PUBL ENTITY	120.00		
			521-09-50101-273-000	2011 EX PUBL ENTITY	81.00		
			501-09-50101-273-000	2011 EX PUBL ENTITY	63.00		
			524-05-50101-273-000	2011 EX PUBL ENTITY	30.00		
			..... CHECK TOTAL	11,924.00			
103482	2/18	CITIES & VILLAGES MUTUAL	110-00-15601-000-000	2011 BOILER INS	4,156.16		
			110-09-56401-277-000	2011 BOILER INS	1,911.08		
			110-00-15202-000-000	2011 BOILER INS	1,079.32		
			520-09-50301-277-000	2011 BOILER INS	725.28		
			110-00-15201-000-000	2011 BOILER INS	681.05		
			110-01-51802-277-000	2011 BOILER INS	517.84		
			633-09-50101-277-000	2011 BOILER INS	201.30		
			521-09-50101-277-000	2011 BOILER INS	119.97		
			110-01-51802-277-000	2011 BOILER INS	83.82		
			524-05-50101-277-000	2011 BOILER INS	61.71		
			501-09-50101-277-000	2011 BOILER INS	19.47		
						..... CHECK TOTAL	9,557.00
			103483	2/18	SOUTHPORT BANK	110-00-21106-000-000	2010 TAX-6623 39 AVE
103484	2/18	JAECKEL, VALERIE C	110-00-21106-000-000	2010 RE TAX OVERPAY	30.22		
103485	2/18	MAYS, PAUL & ERIN	110-00-21106-000-000	2010 RE TAX OVERPAY	139.99		
103486	2/18	KOHN LAW FIRM S.C.	110-00-21581-000-000	02/18/11 D LARSON	215.25		
103487	2/18	ONSERUD, GUY H	110-00-21106-000-000	2010 RE TAX OVERPAY	288.25		
103488	2/18	LUCCHETTI, NICHOLAS G	110-00-21106-000-000	2010 RE TAX OVERPAY	30.32		
103489	2/18	HART, WILLIAM	110-01-50901-311-000	REPORT COVERS/TABS	48.99		
103490	2/18	ORR, MARCUS D	110-00-44708-000-000	TAXI DRIVER LICENSE	5.00		

START DATE FOR SUMMARY: 2/16 END DATE FOR SUMMARY: 2/28

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103491	2/18	HENLEY, CHARLIE W	110-00-44708-000-000	TAXI DRIVER LICENSE	5.00
103492	2/18	THOMAS, RICHARD A	110-00-44708-000-000	TAXI DRIVER LICENSE	5.00
103493	2/18	LOPEZ, NELLIE	110-00-21106-000-000	2010 RE TAX OVERPAY	266.88
103494	2/18	BRINKMAN, GLENN R	110-00-21106-000-000	2010 TAX-5612 42 AVE	23.20
103495	2/18	SEVICK, THOMAS P	110-00-21106-000-000	2010 RE TAX OVERPAY	120.31
103496	2/18	CJI LLC	110-00-21106-000-000	2010 TAX-2108 53 ST	773.05
103497	2/18	WERTZ, DAVID O	110-00-21106-000-000	2010 RE TAX OVERPAY	280.86
103498	2/18	CRANE, JOSEPH	110-00-21106-000-000	2010 RE TAX OVERPAY	45.62
103499	2/18	TIDD, NATHAN	110-00-21106-000-000	2010 RE TAX OVERPAY	67.33
103500	2/18	POTENTE, EUGENE J	110-00-21106-000-000	2010 TAX 416 68 ST	1,686.61
103501	2/18	GRECO, CARL M JR	110-00-21106-000-000	2010 RE TAX OVERPAY	214.68
103502	2/18	STURDEVANT, BENJAMIN AND	110-00-21106-000-000	2010 RE TAX OVERPAY	228.95
103503	2/18	WARING, FRED A	110-00-21106-000-000	2010 RE TAX OVERPAY	64.25
103504	2/18	DINAN, TIM	110-00-21106-000-000	2010 PP TAX OVERPAY	31.15
103505	2/18	LEVINGSTON, DAMON	110-00-21109-000-000	COURT PYMT V2502905	11.20
103506	2/18	LEMAY, TINA	110-00-21109-000-000	COURT PYMT N1147875	5.40
103507	2/18	CLUB AT STRAWBERRY CREEK	110-00-44809-000-000	CASH ESCROW/TEMP OCC	6,000.00
103508	2/18	STROUF, RACHEL	110-00-21905-000-000	BEACH HOUSE 2/12/11	100.00
103509	2/18	MEISTER, NICOLETTE	110-01-51303-261-000	PANEL MEMB MILEAGE	76.50
103510	2/18	DITZENBERGER, JEAN	110-01-51301-311-000	OFFICE SUPPLIES	21.98

START DATE FOR SUMMARY: 2/16 END DATE FOR SUMMARY: 2/28

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103511	2/18	MILLSAPS, NINA M.	110-01-51303-263-000	ORAL PANEL LUNCH	51.66
103512	2/18	DEJONGE, DANIEL R	110-02-52102-367-000	2011 CLOTHING ALLOW	400.00
103513	2/18	PALMER, DANIEL	110-09-56405-161-000	2/14/11 IME MILEAGE	57.71
103514	2/18	KENOSHA ACHIEVEMENT CENTER	520-09-50301-258-000	11/10 ADA TRANSPORT	18,963.15
			520-09-50301-258-000	12/10 ADA TRANSPORT	14,349.50
			520-09-50301-258-000	10/10 ADA TRANSPORT	13,739.11
				..... CHECK TOTAL	47,051.76
103515	2/18	WISCONSIN DNR/SE REGION	420-11-50804-219-000	FEE-RE:CHRYSLER PLNT	500.00
103516	2/21	WE ENERGIES	520-00-18751-000-000	NEW SERV-METRA STN	3,587.16
103517	2/23	NEW FLYER	520-09-50201-347-000	1/11-TD BUS PARTS	138.60
			520-09-50201-347-000	1/11-TD BUS PARTS	93.64
				..... CHECK TOTAL	232.24
103518	2/23	RNOW, INC.	630-09-50101-393-000	1/11-SE PARTS/MATERI	564.40
			630-09-50101-393-000	1/11-SE PARTS/MATERI	51.43
				..... CHECK TOTAL	615.83
103519	2/23	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	1/11-ST ELECTRICAL M	129.27
103520	2/23	BUMPER TO BUMPER	630-09-50101-393-000	01/11 CE PARTS, MATE	875.76
			520-09-50201-347-000	01/11 TD PARTS, MATE	293.43
			520-09-50201-317-000	01/11 TD PARTS, MATE	266.30
			501-09-50104-389-000	01/11 SW PARTS, MATE	64.08
				..... CHECK TOTAL	1,499.57
103521	2/23	INTERSTATE ELECTRIC SUPPLY	110-03-53109-375-000	2/11-ST ELECTRICAL S	84.00
			110-03-53109-375-000	2/11-ST ELECTRICAL S	72.01
			110-03-53109-375-000	1/11-ST ELECTRICAL S	31.08
			110-03-53109-375-000	2/11-ST ELECTRICAL S	25.33
				..... CHECK TOTAL	212.42
103522	2/23	CARDINAL HEALTH	206-02-52205-318-000	1/11 FD MEDICAL SUPP	584.39
			206-02-52205-318-000	1/11 FD MEDICAL SUPP	266.51
			206-02-52205-318-000	1/11 FD MEDICAL SUPP	78.44
			206-02-52205-318-000	1/11 FD MEDICAL SUPP	19.63
				..... CHECK TOTAL	948.97

START DATE FOR SUMMARY: 2/16 END DATE FOR SUMMARY: 2/28

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103523	2/23	LABOR PAPER, THE	110-01-50101-321-000	1/11 1ST @ 2ND ORDS	30.66
103524	2/23	KENOSHA NEWS	110-01-51701-321-000	1/11 CELEBRE PLACE	137.70
			110-01-50101-321-000	1/11 ABSENTEE NOTICE	27.90
				..... CHECK TOTAL	165.60
103525	2/23	M A TRUCK PARTS	630-09-50101-393-000	PARTS FOR FLEET 2258	1,865.90
			520-09-50201-347-000	1/11-TD MATERIALS/SU	1,073.55
			501-09-50105-344-000	1/11-ST MATERIALS /S	373.94
			110-03-53103-344-000	1/11-ST MATERIALS/SU	8.52
				..... CHECK TOTAL	3,321.91
103526	2/23	BADGER TRUCK CENTER	630-09-50101-393-000	DOOR ASSEMBLY #2357	1,371.72
103527	2/23	SHOPKO DEPT. STORE	110-02-52203-382-000	2/11-FD#4 MERCHANDIS	83.38
			110-02-52203-382-000	1/11-FD#4 MERCHANDIS	67.41
				..... CHECK TOTAL	150.79
103528	2/23	TRAFFIC & PARKING CONTROL CO	110-03-53103-711-000	HEX FOAM II	765.00
103529	2/23	KENOSHA WATER UTILITY	110-05-55109-223-000	11-12/10 WTR/STORM	7,282.12
			524-05-50101-223-000	11-12/10 WTR/STORM	585.40
			110-03-53103-223-000	11-12/10 WTR/STORM	517.02
			461-11-51001-581-000	11-12/10 WTR/STORM	500.20
			520-09-50301-223-000	11-12/10 WTR/STORM	416.58
			445-11-50401-589-000	11-12/10 WTR/STORM	272.74
			110-03-53116-223-000	11-12/10 WTR/STORM	208.86
			463-11-50801-589-000	11-12/10 WTR/STORM	164.88
			110-01-51802-223-000	2906 14TH AVE	145.00
			110-02-52203-223-000	11-12/10 WTR/STORM	136.30
			491-11-50102-219-000	11-12/10 WTR/STORM	120.32
			519-09-50116-249-000	11-12/10 WTR/STORM	112.34
			110-01-51802-223-000	2925 14TH AVE	110.06
			519-09-50124-249-000	11-12/10 WTR/STORM	103.20
			519-09-50103-249-000	11-12/10 WTR/STORM	99.08
			519-09-50109-249-000	11-12/10 WTR/STORM	62.44
			110-09-56519-259-000	11-12/10 WTR/STORM	50.46
			519-09-50118-249-000	11-12/10 WTR/STORM	43.76
			519-09-50120-249-000	11-12/10 WTR/STORM	43.48
			110-01-51802-223-000	1715 52ND ST	37.20
			491-11-50106-219-000	11-12/10 WTR/STORM	33.22
			110-05-55109-223-000	11-12/10 WTR/STORM	28.22
			110-01-51802-223-000	2401 14TH AVE	8.26
			420-11-50603-589-000	11-12/10 WTR/STORM	7.28
				..... CHECK TOTAL	11,088.42

START DATE FOR SUMMARY: 2/16 END DATE FOR SUMMARY: 2/28

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103530	2/23	WILLKOMM INC., JERRY	630-09-50101-392-000	2/11 DIESEL FUEL	22,550.35
			520-09-50106-341-000	1/11 TD DIESEL FUEL	22,104.00
			520-09-50106-341-000	1/11 TD DIESEL FUEL	22,100.93
			521-09-50101-341-000	1/11 FUEL	2,364.79
			521-09-50101-341-000	1/11 FUEL	2,024.25
			521-09-50101-341-000	12/10 FUEL	1,098.34
			521-09-50101-341-000	12/10 FUEL	659.43
				..... CHECK TOTAL	72,902.09
103531	2/23	WIS DEPT OF REVENUE	110-00-21512-000-000	2/1-15/11 DEDUCTS	114,445.46
103532	2/23	WE ENERGIES	110-03-53109-221-000	#9 01/19-02/16	1,970.08
			110-03-53109-221-000	#9 01/12-02/10	1,217.69
			110-03-53109-221-000	#9 01/16-02/14	1,179.35
			110-02-52203-221-000	#9 01/13-02/11	950.99
			110-02-52203-222-000	#9 01/11-02/09	869.28
			110-03-53109-221-000	#9 01/18-02/14	865.86
			110-03-53109-221-000	#9 01/12-02/09	842.64
			110-02-52203-221-000	#9 01/12-02/10	747.18
			110-02-52203-222-000	#9 01/12-02/10	428.63
			110-03-53109-221-000	#9 01/17-02/15	405.60
			110-03-53109-221-000	39 01/10-02/08	379.69
			110-03-53103-221-000	#9 01/11-02/09	314.48
			110-05-55109-221-000	#9 01/11-02/09	269.86
			110-05-55109-222-000	#9 01/11-02/09	255.01
			110-05-55109-221-000	#9 01/17-02/15	241.35
			110-05-55102-221-000	#9 01/11-02/08	239.81
			110-03-53116-221-000	#9 01/17-02/15	232.35
			110-03-53109-221-000	#9 01/18-02/15	203.32
			110-03-53109-221-000	39 01/11-02/09	148.99
			110-05-55102-221-000	#9 01/14-02/14	145.23
			110-05-55109-221-000	#9 01/16-02/14	137.47
			110-05-55109-221-000	#9 01/10-02/08	109.31
			110-05-55102-221-000	#9 01/13-02/13	94.47
			110-05-55109-221-000	#9 01/12-02/10	63.37
			110-05-55109-221-000	#9 01/14-02/14	50.68
			110-01-51802-222-000	#9 912 35TH-PEPSI	39.61
			632-09-50101-221-000	#9 01/17-02/15	33.33
			110-05-55109-221-000	39 01/18-02/16	29.69
			519-09-50106-221-000	#9 01/11-02/09	28.58
			110-05-55109-221-000	#9 12/08-02/08	21.39
			110-05-55109-221-000	#9 01/13-02/13	17.64
			110-05-55109-222-000	#9 01/13-02/13	8.99
			110-05-55109-222-000	#9 01/10-02/08	8.41
				..... CHECK TOTAL	12,550.33

START DATE FOR SUMMARY: 2/16 END DATE FOR SUMMARY: 2/28

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103533	2/23	WE ENERGIES	520-00-18751-000-000	CONTRACTOR UTILITIES	671.58
			285-06-50210-259-000	#5227864 UTILITIES	112.50
				..... CHECK TOTAL	784.08
103534	2/23	LEITCH PRINTING CORPORATION	520-09-50101-311-000	1/11 LOT 23 PERMITS	529.00
103535	2/23	KENOSHA WATER UTILITY	285-06-50216-259-000	#5227902 UTILITIES	56.35
			758-09-50106-259-850	10/18-12/21/10 WATER	36.48
			758-09-50110-259-850	10/20-12/27/10 WATER	32.96
			285-06-50208-259-000	#5227891 UTILITIES	31.50
			285-06-50214-259-000	#5227892 UTILITIES	27.33
			285-06-50209-259-000	#5227901 UTILITIES	27.22
			285-06-50215-259-000	#5227896 UTILITIES	27.19
			285-06-50206-259-000	#5227898 UTILITIES	27.19
			285-06-50213-259-000	#5227907 UTILITIES	12.26
				..... CHECK TOTAL	278.48
103536	2/23	WIS FUEL & HEATING INC	630-09-50101-392-000	2/11-SE DIESEL FUEL	22,808.20
			630-09-50101-393-000	1/11-CE LUBRICANTS/O	1,680.50
			630-09-50101-393-000	2/11-CE LUBRICANTS/O	1,294.70
	..... CHECK TOTAL	25,783.40			
103537	2/23	URBAN LAND INSTITUTE	110-01-51701-323-000	J LABAHN MEMBER DUES	225.00
103538	2/23	FABCO EQUIPMENT, INC.	630-09-50101-393-000	PARTS FOR FLEET 2597	2,025.16
103539	2/23	BATTERIES PLUS LLC	630-09-50101-393-000	BATTERIES	869.76
103540	2/23	JAY BEE AUTO BODY	630-09-50101-393-000	REFINISH DRIVER DOOR	665.71
103541	2/23	AT&T	110-01-51801-227-000	01/29-02/27/11 MAIN	3,642.07
			110-01-51801-225-000	01/29-02/27/11 MAIN	1,128.16
			110-00-14401-000-000	01/29-02/27/11 MAIN	373.41
			110-00-15202-000-000	01/29-02/27/11 MAIN	258.80
			110-03-53103-225-000	01/29-02/27/11 MAIN	246.91
			520-09-50301-227-000	01/29-02/27/11 MAIN	199.71
			110-05-55109-227-000	01/29-02/27/11 MAIN	164.71
			110-03-53103-227-000	01/29-02/27/11 MAIN	139.37
			520-09-50301-225-000	01/29-02/27/11 MAIN	122.83
			521-09-50101-227-000	01/29-02/27/11 MAIN	113.36
			632-09-50101-225-000	01/29-02/27/11 MAIN	76.44
			632-09-50101-227-000	01/29-02/27/11 MAIN	76.02
			520-09-50401-227-000	01/29-02/27/11 MAIN	63.35
			501-09-50101-227-000	01/29-02/27/11 MAIN	63.35
			110-02-52110-227-000	01/29-02/27/11 MAIN	60.34
			110-02-52108-225-000	01/29-02/27/11 MAIN	54.25
			110-03-53116-227-000	01/29-02/27/11 MAIN	38.01
524-05-50101-227-000	01/29-02/27/11 MAIN	37.34			
110-02-52103-227-000	01/29-02/27/11 MAIN	35.00			

START DATE FOR SUMMARY: 2/16 END DATE FOR SUMMARY: 2/28

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-05-55109-225-000	01/29-02/27/11 MAIN	29.81
			110-02-52110-225-000	01/29-02/27/11 MAIN	27.70
			206-02-52205-227-000	01/29-02/27/11 MAIN	25.34
			110-03-53116-225-000	01/29-02/27/11 MAIN	15.35
			521-09-50101-225-000	01/29-02/27/11 MAIN	13.92
			110-05-55111-227-000	01/29-02/27/11 MAIN	12.67
			110-02-52203-227-000	01/29-02/27/11 MAIN	12.67
			520-09-50301-327-000	01/29-02/27/11 MAIN	12.00
			501-09-50101-225-000	01/29-02/27/11 MAIN	10.11
			206-02-52205-227-000	01/29-02/27/11 MAIN	2.99
			110-02-52203-225-000	01/29-02/27/11 MAIN	1.15
			524-05-50101-225-000	01/29-02/27/11 MAIN	.23
			520-09-50401-227-000	01/29-02/27/11 MAIN	.23
				..... CHECK TOTAL	7,057.60
103542	2/23	OFFICEMAX	110-02-52103-311-000	02/11 PD #1731 OFFC	676.45
			110-05-55109-311-000	02/11 PA #1728 OFFC	203.70
			110-01-51101-311-000	01/11 FN #1722 OFFC	62.73
			110-01-51101-311-000	01/11 FN #1726 OFFC	36.72
			110-01-51101-311-000	1/11 FN #1722 RETRN	36.72CR
				..... CHECK TOTAL	942.88
103543	2/23	AMERICAN CONCRETE PAVEMENT	631-09-50101-264-000	ASPHALT WEBINAR	35.00
103544	2/23	MACEMON INC	110-09-56501-259-565	2018 45TH ST-RAZING	7,100.00
103545	2/23	AMERICAN COLLISION SERV., INC	110-02-52103-711-000	REPAIR SQUAD 2978	4,743.12
103546	2/23	VISIX, INC.	110-01-51102-233-000	AXISTV-SMSR MAINT.	736.00
103547	2/23	LINCOLN CONTRACTORS SUPPLY	501-09-50105-344-000	1/11-SW TOOLS/SUPPLI	240.40
103548	2/23	HOLLAND SUPPLY, INC.	630-09-50101-393-000	HOSE	2,244.00
			630-09-50101-393-000	2/11-CE HYDRAULIC FI	310.78
			520-09-50201-347-000	1/11-TD HYDRAULIC FI	308.76
			630-09-50101-393-000	2/11-CE HYDRAULIC FI	137.52
			110-03-53107-344-000	2/11-ST HYDRAULIC FI	134.16
			630-09-50101-393-000	2/11-CE HYDRAULIC FI	77.24
				..... CHECK TOTAL	3,212.46

START DATE FOR SUMMARY: 2/16 END DATE FOR SUMMARY: 2/28

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103549	2/23	EXAMBUILDER	206-02-52205-316-000	PHOTO GATHERING SERV	300.00
103550	2/23	POMP'S TIRE	110-02-52203-344-000	1/11-FD ENG#6 TIRES	1,072.50
103551	2/23	JAMES IMAGING SYSTEMS, INC.	110-01-50101-232-000	01/11 CT-COPY OVERS	655.36
			110-01-51701-232-000	1-3/11 CD-COPIER MNT	423.78
			110-05-55101-232-000	1-3/11 PA-COPIER SRV	285.58
			110-01-51101-232-000	1-3/11 FN-COPIER MNT	284.30
			110-01-50901-232-000	2011 AS-COPIER MAINT	234.27
			110-02-52601-232-000	02/11 DH-MAINT AGRMT	81.23
			110-02-52601-232-000	01/11 DH-MAINT AGRMT	81.23
			110-01-51303-232-000	02/11 PE-SERVICE AGR	72.99
			110-01-51303-232-000	01/11 HR-SERVICE AGR	72.99
			110-01-51301-232-000	02/11 AD-SERVICE CNT	72.99
			110-01-51301-232-000	01/11 AD-SERVICE CNT	72.99
			521-09-50101-232-000	02/11 AR-SERVICE AGR	41.20
			521-09-50101-232-000	01/11 AR-SERVICE AGR	41.20
			110-01-50301-232-000	02/11 LE-COPIER MNT	40.27
			110-01-52001-232-000	02/11 MC-COPIER MNT	36.50
			110-01-52001-232-000	01/11 MC-COPIER MNT	36.50
			110-01-50301-232-000	01/11 LE-COPIER MNT	36.50
				..... CHECK TOTAL	2,569.88
103552	2/23	DAIMLER BUSES NORTH AMERICA	520-09-50201-347-000	1/11 TD PARTS AND MA	228.00
103553	2/23	UNISOURCE	630-09-50101-393-000	1/11-CE PAPER PRODUC	7,915.72
103554	2/23	TOWN & COUNTRY GLASS	110-01-51801-246-000	11/10 GLASS REPAIR/S	150.00
103555	2/23	HILLSIDE TRUE VALUE	520-09-50202-249-000	1/11-TD MISC. SUPPLI	89.95
			520-09-50201-317-000	1/11-TD MISC. SUPPLI	31.35
			630-09-50101-393-000	1/11-SE MISC. SUPPLI	30.05
			110-02-52203-246-000	1/11-FD MISC. SUPPLI	11.41
			110-02-52203-357-000	1/11-FD MISC. SUPPLI	6.74
			110-01-51801-389-000	1/11-FD MISC. SUPPLI	6.40
			110-03-53103-389-000	1/11-ST MISC. SUPPLI	6.01
				..... CHECK TOTAL	181.91
103556	2/23	FRONTIER	110-02-52203-225-000	01/22-02/21 FIRE	46.51

START DATE FOR SUMMARY: 2/16 END DATE FOR SUMMARY: 2/28

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103557	2/23	US CELLULAR	110-01-51801-226-000	12/10 MB-CELL AIRTM	58.07
			110-01-51801-226-000	12/10 MB-CELL SERVC	7.40
				..... CHECK TOTAL	65.47
103558	2/23	CUMMINS NPOWER, LLC	110-03-53116-344-000	R&R ENGINE INJECTORS	2,705.45
			110-03-53116-344-000	REPLACE SEAL	1,250.15
			520-09-50201-347-000	1/11 TD PARTS/SERVIC	400.62
			520-09-50201-347-000	1/11 TD PARTS/SERVIC	55.08
				..... CHECK TOTAL	4,411.30
103559	2/23	HEALTHSTAT	611-09-50101-155-504	01/11 MID LVL PRVDR	12,840.00
			611-09-50101-155-504	01/11 PROG ADMN FEE	6,669.74
			611-09-50101-155-504	01/11 REF LAB FEES	1,060.47
				..... CHECK TOTAL	20,570.21
103560	2/23	URBAN LEAGUE RACINE/KENOSHA	289-06-50408-259-000	#5232199 SUBGR AGMT	15,000.00
103561	2/23	MALSACK, J	286-06-50302-259-000	#5231756 DEBRIS	104.50
103562	2/23	REMY BATTERY CO., INC.	630-09-50101-393-000	1/11-CE BATTERIES	999.57
			630-09-50101-393-000	1/11-CE BATTERIES	267.48
			630-09-50101-393-000	12/10-CE RETURN BATT	300.92CR
				..... CHECK TOTAL	966.13
103563	2/23	KENOSHA STARTER & ALTERNATOR	520-09-50201-347-000	1/11-TD PARTS/LABOR	336.96
			630-09-50101-393-000	2/11-SE PARTS/LABOR	174.98
				..... CHECK TOTAL	511.94
103564	2/23	CENTER FOR PUBLIC SAFETY	110-02-52107-264-000	2 FOR 3/07-18/11	1,620.00
103565	2/23	MOHAWK MFG. & SUPPLY CO.	520-09-50201-347-000	1/11-TD BUS PARTS	342.60
103566	2/23	AT&T	110-01-51801-225-000	01/11 653-8297	37.17
103567	2/23	MENARDS (KENOSHA)	110-03-53103-344-000	1/11 ST MERCHANDISE	288.87
			110-05-55109-357-000	1/11 PA MERCHANDISE	273.07
			110-05-55109-357-000	1/11 PA MERCHANDISE	87.15
			110-03-53107-389-000	1/11 ST MERCHANDISE	80.99
			521-09-50101-382-000	1/11 AR MERCHANDISE	74.58
			110-02-52203-382-000	1/11 FD #6 MERCHANDI	73.95
			286-06-50302-259-000	#5231747 - MATERIALS	62.22
			110-02-52203-382-000	1/11 FD #7 MERCHANDI	56.87
			501-09-50104-344-000	1/11 SW MERCHANDISE	49.98
			520-09-50202-249-000	1/11 TD MERCHANDISE	12.05
			521-09-50101-249-000	1/11 AR MERCHANDISE	11.82
			521-09-50101-361-000	1/11 AR MERCHANDISE	11.05
			110-03-53110-389-000	1/11 ST MERCHANDISE	10.95
			110-03-53110-389-000	1/11 ST MERCHANDISE	8.63
			110-03-53109-389-000	1/11 ST MERCHANDISE	6.25

START DATE FOR SUMMARY: 2/16 END DATE FOR SUMMARY: 2/28

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-03-53103-355-000	1/11 ST MERCHANDISE	4.67
				..... CHECK TOTAL	1,113.10
103568	2/23	J & J BEARING & TRUCK, INC	630-09-50101-393-000	1/11-SE REPLACEMENT	15.78
103569	2/23	SYMBOL ARTS, LLC	110-02-52103-367-000	11/10-PD BADGES/ACCE	235.00
			110-02-52103-367-000	1/11-PD BADGES/ACCES	82.50
				..... CHECK TOTAL	317.50
103570	2/23	WIS DEPT OF COMMERCE	521-09-50101-219-000	2 PERMIT FEES	100.00
103571	2/23	VILLAGE OF BRISTOL	501-09-50102-219-000	COST SHARE WIN FEES	3,418.00
103572	2/23	PREVOST CAR (US) INC	520-09-50201-347-000	1/11-TD BUS PARTS	220.00
103573	2/23	ROCKFORD IND. WELDING	110-03-53103-344-000	1/11 ST SUPPLIES/REP	127.60
			632-09-50101-389-000	1/11 SUPPLIES/MATERI	68.24
				..... CHECK TOTAL	195.84
103574	2/23	NATIONAL ELEVATOR INSP SVS	521-09-50101-219-000	ELEVATOR/LIFT INSP	135.00
103575	2/23	MICRO FOCUS	520-09-50201-233-000	ANNUAL SUPPORT	228.35
103576	2/23	GILLIG CORPORATION	520-09-50201-347-000	1/11-TD BUS PARTS	1,122.00
			520-09-50201-347-000	2/11-TD BUS PARTS	767.84
			520-09-50201-347-000	2/11-TD BUS PARTS	16.70
			520-09-50201-347-000	2/11-TD BUS PARTS	8.41
				..... CHECK TOTAL	1,914.95
103577	2/23	RIMKUS, JASON	761-09-50101-111-000	2/16-28/11 SERVICES	1,840.80
			761-09-50101-155-000	01/11 HEALTH INS	269.52
			761-09-50101-155-000	12/10 HEALTH INS	234.37
			761-00-21514-000-000	2/16-28/11 SERVICES	26.69CR
			761-00-21511-000-000	2/16-28/11 SERVICES	77.31CR
			761-00-21599-000-000	2/16-28/11 SERVICES	92.04CR
			761-00-21512-000-000	2/16-28/11 SERVICES	102.40CR
			761-00-21513-000-000	2/16-28/11 SERVICES	216.00CR
				..... CHECK TOTAL	1,830.25
103578	2/23	PIRO, RALPH	761-09-50101-111-000	02/16-28/11 SERVICE	872.31
			761-00-21514-000-000	02/16-28/11 SERVICE	12.65CR
			761-00-21599-000-000	02/16-28/11 SERVICE	25.00CR
			761-00-21512-000-000	02/16-28/11 SERVICE	36.64CR
			761-00-21512-000-000	02/16-28/11 SERVICE	37.30CR
			761-00-21513-000-000	02/16-28/11 SERVICE	74.00CR
				..... CHECK TOTAL	686.72

START DATE FOR SUMMARY: 2/16 END DATE FOR SUMMARY: 2/28

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103579	2/23	MUNCIE TRANSIT SUPPLY	520-09-50201-347-000	1/11 TRANSIT COACH P	389.28
			520-09-50201-347-000	1/11 TRANSIT COACH P	165.00
			520-09-50201-347-000	1/11 TRANSIT COACH P	5.20
			520-09-50201-347-000	12/10 RETURN TRANSIT	334.58CR
				..... CHECK TOTAL	224.90
103580	2/23	BRUCE MUNICIPAL EQUIPMENT	630-09-50101-393-000	PARTS FOR FLEET 2390	1,716.63
103581	2/23	AIRGAS NORTH CENTRAL	632-09-50101-389-000	01/11 SE-INDSTL GAS	123.16
			206-02-52205-389-000	01/11 FD-OXYGEN CYLI	42.50
			206-02-52205-389-000	01/11 FD-OXYGEN CYLI	21.25
			206-02-52205-344-000	01/11 FD-INDSTL GAS	21.21
			206-02-52205-389-000	01/11 FD-OXYGEN CYLI	16.99
			206-02-52205-389-000	01/11 FD-OXYGEN CYLI	16.99
			206-02-52205-344-000	01/11 FD-INDSTL GAS	16.98
			521-09-50101-344-000	01/11 AR-INDSTL GAS	12.75
				..... CHECK TOTAL	271.83
103582	2/23	USA MOBILITY	110-02-52102-282-000	01-03/11 SERVICES	760.00
			110-02-52103-282-000	01-03/11 SERVICES	335.46
				..... CHECK TOTAL	1,095.46
103583	2/23	NEW SONG MINISTRIES	289-06-50614-259-000	#5232206 SUBGR AGMT	425.00
103584	2/23	RADIO ENGINEERING INDUSTRIES	520-00-18706-000-000	4 CHANNEL DVR	6,533.03
			520-00-18706-000-000	HARD DRIVE	1,601.10
				..... CHECK TOTAL	8,134.13
103585	2/23	STIENKE, CRAIG AND	110-00-21106-000-000	2010 RE TAX OVERPAY	22.02
103586	2/23	BURT, DAVID W	110-00-21106-000-000	2010 RE TAX OVERPAY	72.95
103587	2/23	RUGG, CHRISTOPHER	110-00-21109-000-000	COURT PYMT V563697	321.40
103588	2/23	CORELOGIC TAX SERVICES	110-00-21106-000-000	2010 TAX-5 PARCELS	16,623.33
103589	2/23	HERITAGE HEIGHTS VENTURES	110-00-21106-000-000	2010 RE TAX VARIOUS	1,421.21
103590	2/23	ZIETZ, CARA J	110-00-21106-000-000	2010 RE TAX OVERPAY	14.50

START DATE FOR SUMMARY: 2/16 END DATE FOR SUMMARY: 2/28

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103591	2/23	POWELL, CHARLES	110-00-21106-000-000	2010 TAX 5522 23 AV	1,138.95
103592	2/23	BELONGIA, ERIC A	110-00-21106-000-000	2010 TAX 4828 16 AV	293.34
			110-00-21106-000-000	2010 TAX-4403 17 AVE	143.56
				..... CHECK TOTAL	436.90
103593	2/23	BELLANTONIO, JAMES & CAROL	110-00-21107-000-000	2010 RE TAX OVERPAY	92.21
103594	2/23	VENTURA, DAVID J	110-00-21106-000-000	2010 TAX-VARIOUS	1,142.57
103595	2/23	TK DISTINCT PROPERTIES LLC	110-00-21106-000-000	2010 TAX-1812 50 ST	175.07
			110-00-21106-000-000	2010 TAX-4900 20 AVE	139.61
				..... CHECK TOTAL	314.68
103596	2/23	MORELOS, ROBOLOFO & MARIA	110-00-21106-000-000	2010 RE TAX OVERPAY	154.36
103597	2/23	NELSON, JEFFREY & JULIE	110-00-21107-000-000	2010 RE TAX OVERPAY	92.21
103598	2/23	BELL, DAWN E	110-00-21106-000-000	2010 RE TAX OVERPAY	329.26
103599	2/23	NICCOLAI, MICHAEL G	110-00-21106-000-000	2010 RE TAX OVERPAY	415.93
103600	2/23	LEYS, RYAN T	110-00-21901-000-000	FINE PYMT V715079	348.50
			110-00-45103-000-000	FINE PYMT V715079	250.00
			110-00-45104-000-000	FINE PYMT V715079	28.00
			110-00-21911-000-000	FINE PYMT V715079	13.00
			110-00-21910-000-000	FINE PYMT V715079	10.00
				..... CHECK TOTAL	649.50
103601	2/23	THOMPSON, PHALLEN	110-00-21109-000-000	COURT PYMT K071683	16.94
103602	2/23	KURUC, ALISA	110-00-21109-000-000	COURT PYMT M217638	229.40
103603	2/23	SAVAGLIO, JOHN	110-00-46602-000-000	REZONING APPLICATION	550.00
103604	2/23	MOORE, NECOLA C	110-00-45103-000-000	FINE PYMT V251788	100.00
			110-00-45103-000-000	FINE PYMT V251790	60.00
			110-00-45104-000-000	FINE PYMT V251788	17.00
			110-00-21910-000-000	FINE PYMT V251790	10.00
			110-00-21910-000-000	FINE PYMT V251788	10.00
			110-00-45104-000-000	FINE PYMT V251790	6.60
				..... CHECK TOTAL	203.60

START DATE FOR SUMMARY: 2/16 END DATE FOR SUMMARY: 2/28

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103605	2/23	SPARKS, EZEKIEL	110-00-45103-000-000	FINE PYMT V419462	50.00
			110-00-45104-000-000	FINE PYMT V419462	28.00
			110-00-21910-000-000	FINE PYMT V419462	10.00
			110-00-21911-000-000	FINE PYMT V419462	6.00
				..... CHECK TOTAL	94.00
103606	2/23	DEGRAZIO, KRISTEN	110-00-45103-000-000	FINE PMT#G835811	102.85
			110-00-21901-000-000	FINE PMT#G835811	26.75
			110-00-21911-000-000	FINE PMT#G835811	5.00
				..... CHECK TOTAL	134.60
103607	2/23	WALLER, LESLIE A	110-00-45103-000-000	FINE PMT #K060544	30.00
			110-00-45104-000-000	FINE PMT #K060544	28.00
			110-00-21910-000-000	FINE PMT #K060544	10.00
			110-00-21911-000-000	FINE PMT #K060544	8.00
			110-00-21901-000-000	FINE PMT #K060544	7.80
				..... CHECK TOTAL	83.80
103608	2/23	THUESEN, MELISSA A	110-00-45104-000-000	FINE PMT #M836617	28.00
			110-00-45103-000-000	FINE PMT #M836617	21.36
			110-00-21910-000-000	FINE PMT #M836617	10.00
			110-00-21901-000-000	FINE PMT #M836617	8.64
			110-00-21911-000-000	FINE PMT #M836617	8.00
				..... CHECK TOTAL	76.00
103609	2/23	CLERK OF CIRCUIT COURT	110-01-50101-219-000	COMPLAINT-K FELDE	2.50
103610	2/23	WILLIAMS, LATOYA	110-00-21905-000-000	ORIBILETTI 2/19/11	100.00
103611	2/23	FONK, KRISTINE	110-02-52101-219-000	2/4/11 HEARING PREP	170.32
103612	2/23	WALTON, DIANE	110-02-52101-219-000	2/8/11-#10-185736	64.02
103613	2/23	RILEY, DAVID	110-02-52203-382-000	COFFEE MUGS STN 7	12.00
103614	2/23	KRYSTOWIAK, PETER	110-01-50901-311-000	REPORT COVERS, TABS	48.99
103615	2/25	CHESTER ELECTRONICS SUPPLY	110-01-51801-389-000	2/11 MB PARTS & MATE	152.00
			110-02-52103-369-000	1/11 PD PARTS & MATE	14.99
				..... CHECK TOTAL	166.99

START DATE FOR SUMMARY: 2/16 END DATE FOR SUMMARY: 2/28

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103616	2/25	CARDINAL HEALTH	206-02-52205-318-000	1/11 FD MEDICAL SUPP	1,884.10
			206-02-52205-318-000	1/11 FD MEDICAL SUPP	1,574.08
				..... CHECK TOTAL	3,458.18
103617	2/25	LAKESIDE STEEL & MFG. CO.	630-09-50101-393-000	1/11-CE#2640 MATERIA	316.74
103618	2/25	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	2/25/11 CITY HRLY	15,752.25
			110-00-21562-000-000	2/25/11 WATER HRLY	4,249.85
			110-00-21562-000-000	2/25/11 MUSEUM HRLY	205.00
				..... CHECK TOTAL	20,207.10
103619	2/25	KENOSHA CITY EMPLOYEE'S	110-00-21553-000-000	2/25/11 CITY HRLY	534.12
			110-00-21553-000-000	2/25/11 WATER HRLY	250.30
			110-00-21553-000-000	2/25/11 MUSEUM HRLY	28.09
				..... CHECK TOTAL	812.51
103620	2/25	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	2/25/11 CITY HRLY	104.41
			110-00-21541-000-000	2/25/11 WATER HRLY	54.20
			110-00-21541-000-000	2/25/11 MUSEUM HRLY	34.17
				..... CHECK TOTAL	192.78
103621	2/25	UNITED HOSPITAL SYSTEMS INC	206-02-52205-318-000	1/11-FD DRUGS	343.48
			520-09-50101-161-000	2/25/10 D BEALL	255.90
			110-09-56405-161-000	12/30/10 J KUNZ	22.80
				..... CHECK TOTAL	622.18
103622	2/25	M A TRUCK PARTS	630-09-50101-393-000	1/11-SE MATERIALS/SU	1,280.38
			110-02-52203-344-000	1/11-FD MATERIALS/SU	106.80
			206-02-52205-344-000	1/11-FD MATERIALS/SU	18.90
				..... CHECK TOTAL	1,406.08
103623	2/25	VAN'S GAS SERVICE INC	630-09-50101-393-000	1/11 CE PROPANE GAS	16.17
			110-03-53103-355-000	1/11 ST PROPANE GAS	9.80
			110-05-55109-253-000	1/11 PA DISPOSE OF T	6.00
				..... CHECK TOTAL	31.97
103624	2/25	WE ENERGIES	758-09-50106-259-850	1/13-2/13 UTILITIES	143.64
			285-06-50216-259-000	#5234108 UTILITIES	113.99
			285-06-50209-259-000	35234105 UTILITIES	109.01
			285-06-50215-259-000	#5234096 UTILITIES	106.17
			285-06-50206-259-000	#5234103 UTILITIES	101.44
			461-11-51001-581-000	4702 36 AV APT 4	29.19
			461-11-51001-581-000	4702 36 AV APT 2	19.41
			461-11-51001-581-000	4702 36 AV-UTILS	8.86
	..... CHECK TOTAL	631.71			

START DATE FOR SUMMARY: 2/16 END DATE FOR SUMMARY: 2/28

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103625	2/25	WIS RETIREMENT SYSTEM	110-00-21625-000-000	01/11 PENSION	679,828.88
			110-02-52203-153-000	01/11 PENSION	11,500.51
			110-00-21521-000-000	01/11 PENSION	4,895.00
			110-02-52103-153-000	01/11 PENSION	939.44
			110-00-16203-000-000	ADVANCE ADJ.	2,931.07CR
				..... CHECK TOTAL	694,232.76
103626	2/25	COMMERCE INDUSTRIAL CHEMICAL	110-03-53107-352-000	1/11 CALCIUM CHLORID	2,154.36
103627	2/25	BROOKS TRACTOR, INC.	630-09-50101-393-000	2/11 SE #2593 PARTS	535.28
			630-09-50101-393-000	2/11 SE #3022 PARTS	330.40
			630-09-50101-393-000	2/11 SE #2300 PARTS	246.40
				..... CHECK TOTAL	1,112.08
103628	2/25	GOODYEAR TIRE & RUBBER CO.	520-09-50106-346-000	12/10-TD TIRE LEASE	4,353.30
103629	2/25	BATTERIES PLUS LLC	630-09-50101-393-000	2/11 SE BATTERIES &	279.00
			501-09-50101-385-000	GPS10043 7.4V LI ION	257.00
			501-09-50101-385-000	GPS10042 7.4V LI ION	85.50
			631-09-50101-385-000	2/11 EN BATTERIES &	31.98
			501-09-50101-385-000	CAMERA BATTERY	25.64
			501-09-50101-385-000	DURPC1604 9V	20.99
			501-09-50101-385-000	DURPC1300 PROCELL D	11.39
			110-02-52103-385-000	2/11 PD BATTERIES &	2.99
				..... CHECK TOTAL	714.49
103630	2/25	MEDICAL COLLEGE OF WISCONSIN	206-02-52205-219-000	1/11-MED DIR SVC	5,175.00
103631	2/25	CHASE BANK KENOSHA	110-00-21513-000-000	2/25/11 HRLY DEDUCT	22,904.18
			110-00-21612-000-000	2/25/11 HRLY DEDUCT	11,528.41
			110-00-21511-000-000	2/25/11 HRLY DEDUCT	7,809.49
			110-00-21614-000-000	2/25/11 HRLY DEDUCT	2,780.67
			110-00-21514-000-000	2/25/11 HRLY DEDUCT	2,780.51
				..... CHECK TOTAL	47,803.26
103632	2/25	ZILSKE LAW FIRM S C	520-09-50101-161-000	9/15/09 J MARTI	900.00
			520-09-50101-161-000	8/25/10 B SCHMIDT	210.00
			110-09-56405-212-000	3/18/07 C LEIPZIG	40.50
				..... CHECK TOTAL	1,150.50

START DATE FOR SUMMARY: 2/16 END DATE FOR SUMMARY: 2/28

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103633	2/25	NEHER ELECTRIC SUPPLY	630-09-50101-393-000	1/11-SE PHILLIPS LAM	3,360.00
103634	2/25	CISCO DISTRIBUTING	110-03-53109-374-000	40' STEEL LIGHT POLE	7,030.00
103635	2/25	FEDEX	110-01-51306-312-000	2/04 PW-DEPT COMMRC	23.93
103636	2/25	JENKINS & VOJTISEK SC	761-09-50101-219-000	SVCS THRU 1/31/11	87.00
103637	2/25	MAXIMUS PAINTING CO, LLC	286-06-50302-259-000	#5233738 - PAINTING	17,060.00
103638	2/25	ALFRED BENESCH & COMPANY	409-11-50906-589-000	12/06-1/30/11 38TH S	779.63
103639	2/25	LINCOLN CONTRACTORS SUPPLY	110-03-53103-389-000	1/11-ST TOOLS/SUPPLI	48.00
103640	2/25	NORTH AMERICAN SALT CO.	110-03-53107-351-000	1/11-ST DE-ICING MAT	3.60
103641	2/25	SCHELBLE & HEMMER, S.C.	110-00-21581-000-000	2/25/11 B GARRETT	120.50
103642	2/25	SIGN A RAMA	761-09-50101-326-000	KENOSHA TV MAGNETS	347.00
103643	2/25	BENDLIN FIRE EQUIPMENT CO.	110-02-52206-344-000	2/11 FD PARTS/MATERI	366.00
			110-02-52206-344-000	2/11 FD PARTS/MATERI	366.00
			110-02-52203-344-000	2/11 FD PARTS/MATERI	256.91
			206-02-52205-344-000	1/11 FD PARTS/MATERI	41.35
				..... CHECK TOTAL	1,030.26
103644	2/25	AECOM TECHNICAL SERVICES INC	493-11-50101-219-000	1/11 OFFSITE INVEST.	26,090.91
			494-11-50201-219-000	1/11 OFF-SITE INVEST	11,181.44
			420-11-50804-219-000	1/11 GRANT APP	613.83
			492-11-50101-589-000	12/10 SITE INVEST.	357.27
			420-11-50804-219-000	12/10 SITE ELIG.	227.28
				..... CHECK TOTAL	38,470.73
103645	2/25	CONNEY SAFETY PRODUCTS	110-05-55109-382-000	ROLL TOWELS	592.91
			110-05-55109-389-000	SPECIALTY BANDAGES	63.75
			110-05-55109-389-000	TRICOT MESH STRIPS	52.80
				..... CHECK TOTAL	709.46
103646	2/25	HOERNEL LOCK & KEY, INC.	520-09-50401-344-000	1/11-TD LOCKS & KEYS	21.00

START DATE FOR SUMMARY: 2/16 END DATE FOR SUMMARY: 2/28

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103647	2/25	LIBERTY TIRE RECYCLING SVCS	205-03-53118-219-000	1/11-TIRE RECYCLING	1,757.85
103648	2/25	HUMANA CLAIMS	611-09-50101-155-527	02/21/11 MED CLAIMS	169,448.95
			611-09-50101-155-527	02/23/11 MED CLAIMS	49,440.05
			611-09-50101-155-527	02/21/11 PHARMACY	12,846.07
			611-09-50101-155-527	02/24/11 PHARMACY	10,814.87
			611-09-50101-155-527	02/18/11 PHARMACY	4,603.34
			611-09-50101-155-527	02/22/11 PHARMACY	3,260.33
			611-09-50101-155-527	02/23/11 PHARMACY	2,757.90
			611-09-50101-155-527	02/21/11 SHARED SAV	2,492.45
			611-09-50101-155-527	02/18/11 MED CLAIMS	2,313.23
			611-09-50101-155-527	02/22/11 MED CLAIMS	1,887.81
			611-09-50101-155-527	02/24/11 MED CLAIMS	640.00
			611-09-50101-155-527	02/21/11 FINCL REC	2,802.56CR
			611-09-50101-155-527	02/21/11 RX REBATE	40,714.00CR
				..... CHECK TOTAL	216,988.44
103649	2/25	HUMANA INSURANCE CO	611-09-50101-155-517	03/11 PREMIUM	72,412.56
			611-09-50101-155-518	03/11 PREMIUM	30,108.76
			611-09-50101-155-519	03/11 PREMIUM	4,942.96
			611-09-50101-155-525	03/11 PREMIUM	3,595.50
			611-09-50101-155-518	02/11 ADJ	5.58
			611-09-50101-155-519	02/11 ADJ	49.32CR
			611-09-50101-155-525	02/11 ADJ	51.00CR
			611-09-50101-155-518	03/11 PREMIUM	86.49CR
			611-09-50101-155-518	02/11 ADJ	300.42CR
			611-09-50101-155-517	02/11 ADJ	722.52CR
				..... CHECK TOTAL	109,855.61
103650	2/25	CUMMINS NPOWER, LLC	110-03-53116-344-000	EGR VALVE REPAIRS	186.12
103651	2/25	WISCONSIN HYDRAULICS	630-09-50101-393-000	1/11-SE LABOR/MATERI	431.10
103652	2/25	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	2/25/11 L SAYLOR	32.90
103653	2/25	MALLERY & ZIMMERMAN, SC	110-00-21581-000-000	2/25/11 CHRISTERSON	136.11
103654	2/25	MALSACK, J	110-09-56501-259-566	2/11 1319 44 ST SNOW	171.95
			110-09-56501-259-566	2/11 3560 17 AV SNOW	167.20
			110-09-56501-259-566	2/11 7029 26 AV SNOW	154.61
			110-09-56501-259-566	2/11 3420 22 AV SNOW	150.81
			110-09-56501-259-566	2/11 6828 37 AV SNOW	129.20
			110-09-56501-259-566	2/11 5302 35 AV SNOW	103.55
			110-09-56501-259-566	2/11 5100 20 AV SNOW	75.76
			110-09-56501-259-566	2/11 2907 63 ST SNOW	64.60
			110-09-56501-259-566	2/11 3507/11 59 SNOW	59.85
			110-09-56501-259-566	2/11 6210 11 AV SNOW	57.00
			110-09-56501-259-566	2/11 3511 16 ST SNOW	55.81
			110-09-56501-259-566	2/11 3904 14 AV SNOW	55.81

START DATE FOR SUMMARY: 2/16 END DATE FOR SUMMARY: 2/28

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-09-56501-259-566	2/11 1613 36 AV SNOW	55.00
			110-09-56501-259-566	2/11 4828 57 ST SNOW	52.25
			110-09-56501-259-566	2/11 1944 16 AV SNOW	52.25
			110-09-56501-259-566	2/11 6725 16 AV SNOW	52.25
			110-09-56501-259-566	2/11 1628 31 ST SNOW	52.25
			110-09-56501-259-566	2/11 4522 40 AV SNOW	52.25
			110-09-56501-259-566	2/11 6309 12 AV SNOW	52.25
			110-09-56501-259-566	2/11 6033 18 AV SNOW	52.25
			110-09-56501-259-566	2/11 7708 SHER SNOW	52.25
			110-09-56501-259-566	2/11 8303 22 AV SNOW	52.25
			110-09-56501-259-566	2/11 1614 68 ST SNOW	52.25
			110-09-56501-259-566	2/11 1822 34 ST SNOW	52.25
			110-09-56501-259-566	2/11 824 48 ST SNOW	52.25
			110-09-56501-259-566	2/11 825 48 ST SNOW	52.25
			110-09-56501-259-566	2/11 1702 59 ST SNOW	52.25
			110-09-56501-259-566	2/11 5803 18 AV SNOW	52.25
			110-09-56501-259-566	2/11 4625 SHER SNOW	52.25
			110-09-56501-259-566	2/11 5722 14 AV SNOW	52.25
			110-09-56501-259-566	2/11 4212 21 ST SNOW	52.25
			110-09-56501-259-566	2/11 2505 RSVLT SNOW	52.25
			110-09-56501-259-566	2/11 6400 30 AV SNOW	52.25
			110-09-56501-259-566	2/11 6820 26 AV SNOW	52.25
			110-09-56501-259-566	2/11 7426 27 AV SNOW	52.25
			110-09-56501-259-566	2/11 7925 24 AV SNOW	52.25
			110-09-56501-259-566	2/11 7851 47 AV SNOW	52.25
			110-09-56501-259-566	2/11 4738 80 ST SNOW	52.25
			110-09-56501-259-566	2/11 2620 RSVLT SNOW	52.25
			110-09-56501-259-566	2/11 7945 30 AV SNOW	52.25
			110-09-56501-259-566	2/11 2815 63 ST SNOW	52.25
			110-09-56501-259-566	2/11 2721 63 ST SNOW	52.25
				..... CHECK TOTAL	2,816.40
103655	2/25	BARNES DISTRIBUTION	110-02-52203-344-000	1/11 FD SUPPLIES/REP	144.32
103656	2/25	NATIVE CONSTRUCTION	520-09-50202-249-000	1/11-LOT 23,13TH AVE	3,696.00
			519-09-50124-249-000	1/11-LOT 24,STREETCA	3,360.00
			519-09-50121-249-000	1/11-LOT 21,57TH ST.	2,418.50
			519-09-50116-249-000	1/11-LOT 16,5TH AVE.	2,418.50
			519-09-50106-249-000	1/11-LOT 6,63RD ST.	2,418.50
			519-09-50103-249-000	1/11-LOT 3 58TH ST.	2,418.50
				..... CHECK TOTAL	16,730.00

START DATE FOR SUMMARY: 2/16 END DATE FOR SUMMARY: 2/28

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103657	2/25	WISCONSIN COUNCIL 40	110-00-21553-000-000	2/25/11 CITY HRLY	3,032.40
			110-00-21553-000-000	2/25/11 WATER HRLY	1,438.50
			110-00-21553-000-000	2/25/11 MUSEUM HRLY	305.55
				..... CHECK TOTAL	4,776.45
103658	2/25	CHRISTIANSEN HEATING & SHEET	758-09-50106-259-853	2/11 HVAC SERVICE	350.36
103659	2/25	WEST SHORE MANAGEMENT	461-11-51001-581-000	2/11 4702 36 AVE	332.08
103660	2/25	INSTY-PRINTS	110-03-53103-311-000	WORK ORDER PADS	98.15
103661	2/25	FASTENAL COMPANY	110-03-53103-385-000	2/11 ST TOOLS OR MAT	78.26
			521-09-50101-344-000	2/11 AR TOOLS OR MAT	49.46
			110-03-53103-389-000	12/10 ST TOOLS OR MA	18.10
				..... CHECK TOTAL	145.82
103662	2/25	WAUSAU EQUIPMENT CO.	630-09-50101-393-000	2/11 #2790 PARTS & M	2,288.00
			630-09-50101-393-000	2/11 PARTS & MATERIA	1,156.28
			630-09-50101-393-000	1/11 #2790 PARTS & M	263.27
				..... CHECK TOTAL	3,707.55
103663	2/25	MENARDS (KENOSHA)	110-03-53103-389-000	01/11 ST MERCHANDISE	67.23
			632-09-50101-389-000	01/11 SE MERCHANDISE	56.84
			110-03-53103-389-000	02/11 ST MERCHANDISE	52.70
			110-03-53110-389-000	01/11 ST MERCHANDISE	38.97
			110-02-52203-382-000	02/11 FD #7 MERCHAND	21.94
			110-02-52203-353-000	02/11 FD #7 MERCHAND	15.48
			110-02-52203-357-000	01/11 FD #7 MERCHAND	11.23
			110-03-53103-389-000	02/11 ST MERCHANDISE	8.30
			110-02-52203-382-000	2/11 FD #7 MERCHANDI	2.98
				..... CHECK TOTAL	275.67
103664	2/25	PLATINUM SYSTEMS	110-02-52101-215-000	COMPUTER NETWORK	10,000.00
103665	2/25	WIS SCTF	110-00-21581-000-000	2/25/11 HRLY DEDUCT	1,048.31
103666	2/25	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	2/25/11 J PETRILLO	139.82
103667	2/25	COPY CENTER	761-09-50101-311-000	EXPO MATERIALS	17.72

START DATE FOR SUMMARY: 2/16 END DATE FOR SUMMARY: 2/28

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103668	2/25	SNAP-ON INDUSTRIAL	632-09-50101-361-000	2/11-SE TOOLS/REPAIR	416.42
103669	2/25	AUTO GLASS SPECIALISTS, INC.	630-09-50101-393-000	2/11 SE GLASS & ACCE	328.60
			630-09-50101-393-000	02/11 SE GLASS & ACC	274.75
			630-09-50101-393-000	2/11 SE GLASS & ACCE	100.00
				..... CHECK TOTAL	703.35
103670	2/25	GRAINGER	110-02-52203-344-000	2/11-FD PARTS/MATERI	273.98
103671	2/25	ADT SECURITY SERVICES, INC.	520-09-50401-246-000	ANNUAL SERVICE	1,740.87
103672	2/25	PARCEL & BUSINESS SOLUTIONS	521-09-50101-375-000	1/11-AR UPS SERVICES	61.10
			110-01-51306-312-000	1/11-FD UPS SERVICES	13.25
			520-09-50106-311-000	1/11-TD UPS SERVICES	10.35
			110-01-51306-312-000	1/11-PD UPS SERVICES	6.70
				..... CHECK TOTAL	91.40
103673	2/25	WELLS FARGO HOME MORTGAGE	110-00-21106-000-000	2010 TAX-8336 25 CT	3,914.36
103674	2/25	GATEWAY TECH COLLEGE	761-09-50101-264-000	12/18/10 AUDITORIUM	65.00
103675	2/25	SCHMITT PROTECTIVE SERVICES	110-01-51801-246-000	1/11-SECURITY CHECKS	70.00
103676	2/25	KENOSHA PRIVATE POLICE	217-06-51630-259-000	2/16-21/11-SECURITY	3,193.60
103677	2/25	MILWAUKEE SPRING &	630-09-50101-393-000	1/11-SE PARTS & LABO	1,262.00
103678	2/25	PROCESSWORKS INC.	110-00-21578-000-000	02/22/11 CHECK REG	3,977.56
			110-00-21578-000-000	2010 CHARGES	888.63
				..... CHECK TOTAL	4,866.19
103679	2/25	PROCESSWORKS, INC.	110-09-56310-219-000	01/11 ADMIN CHGS	594.92
103680	2/25	CITIMORTGAGE, INC	110-00-21106-000-000	2010 TAX-8744 32 AV	1,544.04
103681	2/25	DEPT OF FINANCIAL INSTITUTES	761-09-50101-219-000	2011 ANNUAL REPORT	10.00
103682	2/25	AFLAC	110-00-21535-000-000	01/11 SAL DEDUCTS	2,040.94
			110-00-21535-000-000	12/31-1/21 DEDUCTS	716.96
			110-00-21536-000-000	01/11 SAL DEDUCTS	329.68
			110-00-21536-000-000	12/31-1/21 DEDUCTS	302.01
				..... CHECK TOTAL	3,389.59

START DATE FOR SUMMARY: 2/16 END DATE FOR SUMMARY: 2/28

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103683	2/25	GRAEF	405-11-50707-589-000	1/11-ARCHITECHTURAL	2,118.00
103684	2/25	OCCUCARE SYSTEMS & SOLUTIONS	110-09-56405-161-000	3/15/10 B MILLER	1,014.91
			110-09-56405-161-000	3/15/10 B MILLER	957.60
				..... CHECK TOTAL	1,972.51
103685	2/25	IOD INCORPORATED	520-09-50101-161-000	2/25/10 D BEALL	408.70
			110-09-56405-161-000	12/30/10 J KUNZ	8.89
			110-09-56405-161-000	1/21/11 M SHODIS	8.72
				..... CHECK TOTAL	426.31
103686	2/25	IHC - KENOSHA RADIOLOGY LLC	110-09-56405-161-000	1/3/11 P DEATES	289.00
			110-09-56405-161-000	12/30/10 J KUNZ	39.10
			110-09-56405-161-000	1/3/11 P DEATES	36.55
				..... CHECK TOTAL	364.65
103687	2/25	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	1/3/11 P DEATES	233.75
			110-09-56405-161-000	1/10/11 S BALLARD	164.05
				..... CHECK TOTAL	397.80
103688	2/25	AURORA HEALTH CARE	520-09-50101-161-000	1/8/11 R POYNER	199.76
			110-09-56405-161-000	12/8/09 W THOMAS II	198.88
			110-09-56405-161-000	12/30/10 J KUNZ	134.64
				..... CHECK TOTAL	533.28
103689	2/25	FAMILY FOOT CLINIC OF WI SC	110-09-56405-161-000	12/4/10 J PETERSON	152.17
103690	2/25	TORRESIN, DANIEL	110-00-21106-000-000	2010 TAX-4214 30 AV	47.96
			110-00-21106-000-000	2010 TAX-4419 30 AV	32.51
				..... CHECK TOTAL	80.47
103691	2/25	ANDERSEN, DENNIS & ROBERTA	110-00-21106-000-000	2010 RE TAX OVERPAY	66.84
103692	2/25	ROSKRES, PAUL R	110-00-21106-000-000	2010 RE TAX OVERPAY	264.35
103693	2/25	MACEDO, IGNACIO & DONNA	110-00-21106-000-000	2010 TAX-5406 25 AV	179.76
103694	2/25	MARTINEZ, ADOLFO	110-00-21106-000-000	2010 RE TAX OVERPAY	303.80
103695	2/25	KOHN LAW FIRM S.C.	110-00-21581-000-000	2/25/11 D LARSON	248.35

START DATE FOR SUMMARY: 2/16 END DATE FOR SUMMARY: 2/28

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103696	2/25	KUZIK, RENEE AND RON	110-00-21106-000-000	2010 RE TAX OVERPAY	220.31
103697	2/25	RAPOSO, DAVID & KRISTEN	110-00-21106-000-000	2010 RE TAX OVERPAY	128.83
103698	2/25	LOPEZ, SEGUNDO & LYDIA	110-00-21106-000-000	2010 TAX-4627 37 AV	677.72
103699	2/25	ZIMMERMAN, CORY J	110-00-21106-000-000	2010 TAX-7526 38 AV	64.37
103700	2/25	FOX, LEROY JR AND LISA	110-00-21106-000-000	2010 RE TAX OVERPAY	101.92
103701	2/25	PATCHEL, GREGORY J AND	110-00-21106-000-000	2010 RE TAX OVERPAY	546.89
103702	2/25	CORELOGIC TAX SERVICES	110-00-21106-000-000	2010 TAX-507 61 ST	1,158.41
			110-00-21106-000-000	2010 TAX-2 PARCELS	1,003.29
			110-00-21106-000-000	2010 TAX-6711 24 AV	897.87
				..... CHECK TOTAL	3,059.57
103703	2/25	DAVIDSON, AUDREY L	110-00-44709-000-000	BARTEND LICENSE	50.00
103704	2/25	REARDON, PATRICK & VIVIAN	110-00-21106-000-000	2010 RE TAX OVERPAY	32.59
103705	2/25	JOHNSON, LOUIS & JOANN	110-00-21106-000-000	2010 TAX 6807 31 AV	1,213.51
103706	2/25	DEUTSCH BANK NATIONAL TRUST	110-00-21106-000-000	2010 TAX 5229 39 AV	57.07
103707	2/25	KOLSTEDT, KENNETH D	110-00-21106-000-000	2010 TAX 6414 26 AV	307.38
103708	2/25	FOUR SEASONS RESIDENTIAL	110-00-21106-000-000	2010 TAX 2 PARCELS	3,627.35
103709	2/25	TOWNSEND, DOUGLAS & BERNICE	110-00-21106-000-000	2010 RE TAX OVERPAY	318.98
103710	2/25	TRUAX, DANIEL B	110-00-21106-000-000	2010 RE TAX OVERPAY	91.79
103711	2/25	DIAMANTE, KIMBERLY R	110-00-21106-000-000	2010 RE TAX OVERPAY	203.82
103712	2/25	NUDI, RALPH M	110-00-21106-000-000	2010 TAX-5537 6 AVE	2,478.46
103713	2/25	HERVAT, BRIAN	110-00-21106-000-000	2010 TAX-1922 61 ST	155.52
103714	2/25	MOX, REBECCA	110-00-21106-000-000	2010 TAX-6221 25 AVE	237.76

START DATE FOR SUMMARY: 2/16 END DATE FOR SUMMARY: 2/28

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103715	2/25	KONOPKA, RICHARD	110-00-21106-000-000	2010 TAX-6920 13 AVE	294.71
103716	2/25	KILLIPS, DAN & NANCY	110-00-21107-000-000	2010 RE TAX OVERPAY	92.21
103717	2/25	STILLING, KEVIN & CATHY	110-00-21106-000-000	2010 RE TAX OVERPAY	147.16
103718	2/25	PEREZ, SANTOS	110-00-21106-000-000	2010 RE TAX OVERPAY	151.96
103719	2/25	THORNTON PROPERTY GROUP, LLC	110-00-21106-000-000	2010 RE TAX OVERPAY	1,021.24
103720	2/25	FUGETTE, JEFFREY & ERIKA	110-00-21106-000-000	2010 TAX-5010 28 AVE	50.07
103721	2/25	GREEN, YOLANDA	110-00-44501-000-000	TEMP THEATRE LIC	50.00
103722	2/25	AUDICHO, SAMIR	110-00-21106-000-000	2010 TAX-2218 53 ST	56.24
103723	2/25	KENDALL, JAMES K.	110-02-52107-263-000	2/3/11-FRANKLIN	8.00
103724	2/28	KENOSHA CITY EMPLOYEE'S	110-00-21553-000-000	02/28/11 CITY SAL	240.63
			110-00-21553-000-000	02/28/11 WATER SAL	80.21
				..... CHECK TOTAL	320.84
103725	2/28	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	02/28/11 CITY SAL	94,195.00
			110-00-21562-000-000	2/28/11 CITY SAL	47,474.42
			110-00-21562-000-000	02/28/11 LIBRARY SAL	8,623.50
			110-00-21562-000-000	02/28/11 WATER SAL	7,727.50
				..... CHECK TOTAL	158,020.42
103726	2/28	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	02/28/11 H TOLBERT	261.00
103727	2/28	CHASE BANK KENOSHA	110-00-21513-000-000	02/28/11 SAL DEDUCT	213,840.13
			110-00-21612-000-000	02/28/11 SAL DEDUCT	71,210.30
			110-00-21511-000-000	02/28/11 SAL DEDUCT	48,239.47
			110-00-21614-000-000	02/28/11 SAL DEDUCT	21,545.96
			110-00-21514-000-000	02/28/11 SAL DEDUCT	21,545.81
				..... CHECK TOTAL	376,381.67
103728	2/28	FIREFIGHTERS ASSOC/KENOSHA	110-00-21515-000-000	02/28/11 SAL DEDUCT	4,200.00
103729	2/28	FIREFIGHTERS LOCAL 414	110-00-21554-000-000	02/28/11 SAL DEDUCT	10,728.50

VOID (SEE  
 CK 103740  
 AND 103741)

START DATE FOR SUMMARY: 2/16 END DATE FOR SUMMARY: 2/28

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103730	2/28	KPSOA	110-00-21552-000-000	02/28/11 SAL DEDUCT	875.00
103731	2/28	KENOSHA PROFESSIONAL POLICE	110-00-21557-000-000	02/28/11 SAL DEDUCT	8,083.92
103732	2/28	LOCAL 168	110-00-21551-000-000	02/28/11 SAL DEDUCT	59.00
103733	2/28	MESSERLI & KRAMER P.A.	110-00-21581-000-000	02/28/11 A PAURA	15.06
103734	2/28	WISCONSIN COUNCIL 40	110-00-21553-000-000	02/28/11 CITY SAL	1,351.35
			110-00-21553-000-000	02/28/11 WATER SAL	450.45
				..... CHECK TOTAL	1,801.80
103735	2/28	CHAPTER 13 TRUSTEE	110-00-21581-000-000	02/28/11 B MIFFLIN	419.00
			110-00-21581-000-000	02/28/11 H DARBY	283.00
				..... CHECK TOTAL	702.00
103736	2/28	WIS SCTF	110-00-21581-000-000	02/28/11 SAL DEDUCT	7,576.43
103737	2/28	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	02/28/11 M RIVERA	278.00
103738	2/28	J D BENEFITS, INC	110-00-21517-000-000	2/16-28/11 DEDUCTS	1,072.59
103739	2/28	GUEST SERVICES, INC	110-02-52206-263-000	SCHROEDER 2/28-3/03	97.70
103740	2/28	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	02/28/11 CITY SAL	47,474.42
			110-00-21562-000-000	02/28/11 LIBRARY SAL	8,623.50
			110-00-21562-000-000	02/28/11 WATER SAL	7,727.50
				..... CHECK TOTAL	63,825.42
103741	2/28	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	02/28/11 SAL DEDUCT	94,195.00

GRAND TOTAL FOR PERIOD \*\*\*\*\* 6,020,307.87

VOID CHECK 103725 -158,020.42

-----  
 5,862,287.45

*Victor Zelada, et al. v. City of Kenosha - Summary*  
Kenosha Case No. 10-CV-0843  
Date of Accident: 6/5/09

Victor Zelada was a front seat passenger in a car being driven by his mother, when it was rear-ended by a City pickup truck. The accident occurred on the morning of June 5, 2009, at the intersection of 30<sup>th</sup> Avenue and 50<sup>th</sup> Street. Both vehicles had been going south, when the Zelada car stopped, to make a left turn onto 50<sup>th</sup> Street. The driver of the City truck who received a citation for following too close, said that his brakes failed. The impact caused the Zelada vehicle to roll forward, across the northbound lanes of 30<sup>th</sup> Avenue, and into a utility pole. The police report describes the damage to the Zelada vehicle as "severe."

While an unexpected mechanical failure that causes an accident can, theoretically, absolve a motorist from liability, Mauro Lenci, from the City's Fleet Maintenance, said that they inspected the truck's brakes after the accident, and they seemed okay, although in an abundance of caution, they replaced the master cylinder. In our judgment, the City employee is likely to be found 100% at fault.

Fortunately, even though the impact was rather significant, Mr. Zelada's injuries were not. Mr. Zelada was a high school senior at Reuther, and was on his way to school for a graduation rehearsal at the time of the accident. His mother (the driver) left the accident in an ambulance, but Victor walked from the intersection of 50<sup>th</sup> Street and 30<sup>th</sup> Avenue to Reuther, so as not to miss the rehearsal. He first sought medical attention some 11 days later when he saw a chiropractor, Dr. Murphy. Dr. Murphy diagnosed "cervical, thoracic and lumbopelvic vertebral subluxation complexes", and treated Victor a total of 15 times between June 16 and July 29, 2009, and then once more on September 8, 2009. By July 29, 2009, Victor was telling Dr. Murphy that his back pain was "intermittent", and he rated it at between "0" and "1", on a scale of "0 to 10". He is not claiming to have suffered any permanent injury. Victor incurred a total of \$4,933.20 in medical bills, most of which remain unpaid.

Mr. Zelada's attorney has offered to accept \$8,000 in full settlement of his claim. That works out to reimbursement of his medical bills, plus approximately \$3,000 for pain and suffering. In most cases, that would be a very reasonable settlement.

However, during our investigation we discovered a medical record from a doctor in the Wheaton Franciscan group who treats Mr. Zelada for a mild, pre-existing seizure disorder. According to that note, 6 days after the accident, Victor's father called and spoke with a physician's assistant, who filled out a form describing the "Caller's Concern/Reason for Call" as follows: "According to father, lawyer is recommending therapy, but [the] patient is perfectly fine at this time". The physician's assistant instructed Victor's father that if Victor was not having any problems, there was no need for therapy, but that if he was having neck pain, headaches, or the like, he should be seen and evaluated. Victor never saw that doctor. Instead, 5 days later, he began treating with Dr. Murphy.

There are, of course, innocent explanations for the medical record from Wheaton Franciscan. There could be communication issues; there could be a simple misunderstanding, or it is possible that Victor's complaints didn't manifest themselves until after the June 11 phone call. It is also possible that a jury would infer that Victor's subsequent complaints were bogus, and that Dr. Murphy's chiropractic care was unnecessary. If the jury were to draw that conclusion, Victor's recovery, if any, would be minimal.

If we were to go to trial, our legal fees and associated costs would likely be in the range of an additional \$6,000, to \$7,500 (particularly if the plaintiff took the deposition of Dr. Murphy, as would be likely). The proposed settlement (\$8,000) thus represents a bit more than the cost of defense. If the jury believes Dr. Murphy, they will likely award Mr. Zelada \$8,000 to \$10,000. If they do not believe Mr. Zelada was injured, they will award him very little, if anything. I would estimate our chances of the latter outcome at about 50/50.



**Engineering Division**  
Michael M. Lemens, P.E.  
Director/City Engineer  
**Fleet Maintenance**  
Mauro Lenci  
Superintendent

**Street Division**  
John H. Prijic  
Superintendent  
**Waste Division**  
Rocky Bednar  
Superintendent  
**Parks Division**  
Jeff Warnock  
Superintendent

## DEPARTMENT OF PUBLIC WORKS

**Ronald L. Bursek, P.E., Director**

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

March 10, 2011

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

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

Subject: Acceptance of Project 10-1128 Heating & Ventilating Upgrades Truck Wash

Location: 3735 65<sup>th</sup> Street

Please be advised that the above referenced project has been satisfactorily completed by Martin Petersen Co., Kenosha, Wisconsin. This project consisted of upgrading the heating and ventilating system by removing existing units, patching holes, and installing new units which are activated by humidity, temperature and unsafe CO and Co2 levels.

It is recommended that the project be accepted in the final amount of \$42,000.00. Original contract amount was \$42,000.00 plus \$5,000.00 for contingency for a total contract amount of \$47,000.00. Funding was from SW-09-001.

MML/kjb



**Engineering Division**  
Michael M. Lemens, P.E.  
Director/City Engineer  
**Fleet Maintenance**  
Mauro Lenci  
Superintendent

**Street Division**  
John H. Prijic  
Superintendent  
**Waste Division**  
Rocky Bednar  
Superintendent  
**Parks Division**  
Jeff Warnock  
Superintendent

## DEPARTMENT OF PUBLIC WORKS

**Ronald L. Bursek, P.E., Director**

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

March 10, 2011

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

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

Subject: Acceptance of Project 10-2002 Overpass Painting

Location: Sheridan Rd & 11<sup>th</sup> Avenue, 52<sup>nd</sup> Street & 13<sup>th</sup> Avenue, 60<sup>th</sup> Street & 13<sup>th</sup> Avenue

Please be advised that the above referenced project has been satisfactorily completed by Mill Coatings, Inc., Suamico, Wisconsin. This project consisted of cleaning and painting approximately 13,500 square feet of steel bridge and column surfaces.

It is recommended that the project be accepted in the final amount of \$77,988.00. Original contract amount was \$64,850.00 plus \$5,150.00 in contingency for a total contract amount of \$70,000.00. A change order increasing the contract by \$7,988.00 was approved by Common Council on December 20, 2010. The change order was for additional costs incurred due to repainting, work stoppages and problems associated with the supply and delivery of donated paint products. Funding was from OT-10-001.

MML/kjb

# Parmenter Development, Inc.

---

2310 Parmenter St., #414  
Middleton, WI 53562  
608-345-4479 (direct)  
[rbschwarz@charter.net](mailto:rbschwarz@charter.net)

<b>Memorandum</b>	
<b>DATE:</b> March 17, 2010	<b>FROM:</b> Robert B. Schwarz
<b>TO:</b> Jeff Labahn, Director of City Development	<b>COPIES:</b> Robert Gake, Brian Wilke
<b>SUBJECT:</b> Celebre Place Conditional Use Permit	

Jeff, thanks for your coordination of the Common Council's review of the Conditional Use Permit. We respectfully request the Council's consideration of this matter be removed from their March 21 meeting agenda.

As we have discussed, our strong preference is that the Council's consideration of the Conditional Use Permit be paired with its consideration of the HOME Commission loan agreement at one meeting.

City Plan Division 625 52 <sup>nd</sup> Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission  <b>FACT SHEET</b>	February 24, 2011	Item <b>2</b>
<b>Conditional Use Permit for a 47-unit senior assisted living facility to be located at 1870 27th Avenue, District #5. (Celebre Place) PUBLIC HEARING</b>			

**LOCATION/SURROUNDINGS:**

Site: 1870 27th Avenue  
Zoned: RM-3 Elderly and Handicapped Housing District

**NOTIFICATIONS/PROCEDURES:**

The alderman of the district, Alderman LaMacchia, has been notified. The alderman of the adjoining district, Alderman Ruffolo, has also been notified. The Common Council is the final review authority.

**ANALYSIS:**

- The applicant is proposing to construct a 47-unit assisted living facility at the *Lou DeMarco Village* campus on 27th Avenue, south of 18th Street. The facility would be licensed as a Residential Care Apartment Complex. (RCAC) The project will not be tax exempt.
- The proposed materials are brick and cement board siding, which complies with the Zoning Ordinance. The colors and materials are complimentary to the adjacent *Villa Ciera* apartment building to the south.
- The project applied for and received WHEDA tax credits for affordable housing. One-hundred (100%) percent of the units are covered by the tax credits.
- The proposed development will have forty-seven (47) units, which is a density of 23.98 units per acre. The maximum density in the RM-3 District is twenty-four 24 units per acre.
- The site will have twenty-five (25) underground parking spaces and thirteen (13) surface parking spaces. A minimum of twenty-one (21) spaces are required by the Zoning Ordinance for RCAC. If the project is converted to conventional senior housing, nine (9) additional spaces would be required.
- 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.



Brian R. Wilke, Development Coordinator  
/u2/acct/cp/ckays/1CPC/2011/Feb24/fact-cup-celebre.odt



Jeffrey B. Labahn, Director of City Development

City Plan Division  
625 52nd Street  
Kenosha, WI 53140  
262.653.4030

**Kenosha City Plan  
Commission  
Conditions of Approval**

**Celebre Place  
1870 27th Avenue**

February 24, 2011

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 Neighborhood Services & Inspections. This includes, but is not limited to Erosion Control, Building, Plumbing, Electrical and Occupancy permits.
  - b. The applicant shall obtain a Driveway 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 City Development, Room 308, 625 52<sup>nd</sup> Street, Kenosha, WI 53140. Any changes to the approved plans shall require an amendment to the Conditional Use Permit. All changes shall be submitted to the Department of City Development for review and approval.
  - e. Prior to the issuance of any occupancy permits, all parking areas, drives and designated paved areas shall have the initial lift of asphalt installed. The building exterior shall be completed per the approved plans, the exterior lighting shall be installed and the Conditional Use Permit shall be recorded with the Kenosha County Register of Deeds. All improvements indicated on the plans, including landscaping, shall be installed prior to the issuance of a final Occupancy permit. The recording fees for the Conditional Use Permit shall be submitted by the applicant.
  - f. Compliance with City and State and/or Federal Codes and Ordinances. The buildings shall comply with the current Code standards in effect upon application for a building permit.
  - g. All trash containers shall be stored within the enclosure or building. Applicant/owner shall be responsible for waste collection and removal for the development. The City of Kenosha shall not provide waste collection or removal services or incur any cost in this regard.
  - 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.
  - i. All vehicles shall be parked within the designated paved areas.

City Plan Division  
625 52nd Street  
Kenosha, WI 53140  
262.653.4030

**Kenosha City Plan  
Commission  
Conditions of Approval**

**Celebre Place  
1870 27th Avenue**

February 24, 2011

- j. All improvements, including landscaping, shall be maintained per the approved plans. Any damaged fencing, landscaping or building shall be replaced or reconstructed per the approved plans.
  - k. Cross access shall be provided to adjacent parcels if required at a future date by the City.
  - l. A Deed Restriction shall be recorded on the property which prevents the conversion of the site to conventional multi-family housing. The Deed Restriction shall be recorded prior to Occupancy.
  - m. If the building is converted to independent senior housing at a future date, the owner must amend the Conditional Use Permit, provide additional off-street parking and obtain a new Occupancy Permit.
  - n. Compliance with the Operational Plan dated November 30, 2010 and February 8, 2011.
2. The following conditions of approval shall be satisfied with City Staff prior to the issuance of any construction permits.
- a. The Drainage Plan shall be revised and resubmitted for review and approval addressing comments listed in the Public Works memo dated December 7, 2010.
  - b. The Utility Plan shall be revised and resubmitted for review and approval addressing the comments listed in the Kenosha Water Utility Memo dated December 1, 2010.
  - c. The applicant shall provide the Department of City Development with a certificate from the County Treasurer stating that there are no past due real estate taxes or special assessments on the site per Section 2.02.B.8 of the Zoning Ordinance.
  - d. A 10' x 8' office space shall be included on the first floor for the Kenosha Senior Action Council Housing Management Corporation or its future successor non-profit senior organization as approved by the Alderman of the District and an Alderman of any District located within 100 feet of the property. The office space shall be provided free of charge to the user.
  - e. The applicant shall work with the adjoining property owners to the east and north to provide a defined pedestrian link to the rear of the Glenwood Crossings shopping center. The link shall be installed on the applicant's property prior to the issuance of a final Occupancy permit.
  - f. A sidewalk connection from the public street to the main entrance is missing. A sidewalk shall be installed either along the northeast side or southwest side of the

City Plan Division  
625 52nd Street  
Kenosha, WI 53140  
262.653.4030

**Kenosha City Plan  
Commission  
Conditions of Approval**

**Celebre Place  
1870 27th Avenue**

February 24, 2011

development's private drive or install a painted crosswalk to the south sidewalk where the development's private drive intersects the building's proposed private drive.

- g. The layout of the sidewalk connection on the east side of the property differs between the Site Plan and all of the other plans. Please revise.
- h. Pull the proposed plantings that are currently shown in the middle of a swale either up the slope toward the building, or out to the lot line. The landscape plan shows a five (5') foot high berm on the swale. The berms west and south of the building are not required due to the building elevation, drainage necessity and close proximity of features.
- i. A Storm Water Management Permit application and Storm water Management Plan incorporating water quality detention or payment to the City in lieu of providing that storm water detention are needed.
- j. The plan shall include a calculation in square feet of the total size of the building broken down by floor.
- k. A Class III standpipe system shall be installed per Code.
- l. A remote Fire Department connection and standpipe connection shall be installed by the fire hydrant.
- m. Include a six (6') foot tall site-obscuring fence along the entire west property line. The fence should be compatible with the existing fence to the south.
- n. The twenty (20') foot wide fire access lane shall be paved with asphalt or concrete for the entire length.

/u2/acct/cp/ckays/1CPC/2011/Feb24/conditions-celebre.odt



**Engineering Division**  
 Michael M. Lemens, P.E.  
 Director/City Engineer

**Street Division**  
 John H. Prijic  
 Superintendent

**Fleet Maintenance**  
 Mauro Lenci  
 Superintendent

**Waste Division**  
 Robert Bednar  
 Superintendent

**Park Division**  
 Jeff Warnock  
 Superintendent

**Administration Supervisor**  
 Janice D. Schroeder

**DEPARTMENT OF PUBLIC WORKS**

Ronald L. Bursek, P.E., Director

**TO:** Brian Wilke, Development Coordinator

**FROM:** Ronald L. Bursek, P.E.  
 Director of Public Works

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

*Ronald Bursek*  
*Michael M. Lemens*  
 12-7-10

**DATE:** December 7, 2010

**SUBJECT:** PLAN REVIEW COMMENTS

**Project Description:** Celebre Place Assisted Living

**Location:** 1870 27<sup>th</sup> Avenue

Our staff has reviewed the plans for this project. The following comments are provided:

<b>Parking Lot Ordinance Compliance</b>	<b>Sufficient</b>	<b>Deficient</b>
Parking Lot Paved	X	
Standard Stall Width	X	
Parking Lot Layout	X	
Parking Lot Lighting Shown	X	
Parking Lot Lighting Adequate	X	
Handicapped Parking	X	
Driveway Locations	X	
Driveway Width	X	
Passing Blister or Accel/Decel Lanes		
Sidewalks Adequate	X	
Drive Thru Lane Design		

<b>Public Streets</b>	<b>Sufficient</b>	<b>Deficient</b>
Geometric Design	N/A	
Pavement Width		
Pavement Thickness Design		
Established Grades		
Plan Details		
Sidewalks		
Street Lights		

Common Council Agenda Item # O.1.

Site Grading/Drainage	Sufficient	Deficient
Drainage Plan		X
Storm Sewer		X
Storm Water Detention		X
Drainage Calculations		X

Project Approval/Permits Needed	Yes	No
Project Approved for Permitting		X
Withhold Permits: See Comments		
Approve Footing/ Foundation Only (per condition)		
Parking Lot Permit Required	X	
Driveway Permits Required		X
Sidewalk Permit Required		X
Street Opening Permit Required		X
State Permit Required		

Other Comments:

1. The 48" storm sewer adjacent to the north property line ends about 12 ft short of the west property line. It needs to be extended to the west property line.
2. The existing elevations indicate that the properties north and west of this proposed development drain across the property line. It appears the proposed grading obstructs this drainage. Either show that this is not occurring, provide a drainage path along the lot line or provide an inlet to pick up this runoff.
3. Provide elevations for proposed grading along the lot lines, contours are not adequate.

cc: Randy LeClaire  
 Bill Kohel  
 Tara Zerzanek

**Engineering Services**  
4401 Green Bay Road  
Kenosha WI 53144

Phone (262) 653-4315  
Fax (262) 653-4303



*"Providing and Protecting Kenosha's Greatest Natural Resource"*

MEMO

To: Brian Wilke, Development Coordinator

From: Curt Czamecki, Water Engineer

Date: December 1, 2010

Subject: Celebre Place Assisted Living R.C.A.C.

Location: 1870 27<sup>th</sup> Avenue (Lou Demarco Village)

The Kenosha Water Utility (KWU) has reviewed the submittal for the above referenced project. Further information from the Developer is required before the Utility can complete this review. Please withhold all permits until the following information is submitted.

1. Easements and agreements shall be in place to encompass the sanitary sewer serving the proposed building from the connection point to the public main in 27<sup>th</sup> Avenue to the parcel on which the building is being built. In addition, if the private sanitary sewer line serves both the proposed development as well as the existing development to the south a signed joint ownership and maintenance agreement shall be in place clearly defining the joint ownership and maintenance responsibility of the line.
2. The water meter size along with a detail or diagram shall be provided. The development shall be subject to a sewer connection fee based on the water meter size.
3. A 3C18 gage cable by Belden-M or approved equal shall be installed in ½" conduit through the exterior wall for the remote water meter reader. The remote reader shall be field located by KWU meter division.
4. Water services larger than 2" shall be flushed and bacteria tested in accordance with KWU Chapter XXXII Rules and Regulations, Rule 06-29.
5. Water services shall have a minimum of 5 ½' of cover to finished grade.
6. Water services shall have a blue #12 locator wire installed along the entire length. The locator wire shall be brought to the surface in the valve box at the connection point.
7. Sanitary sewer laterals shall have a green #12 locator wire installed along the entire length. Locator wire shall be brought to the surface at the edge of the building and enclosed in a curb box with "sewer" on the cover.
8. The proposed private fire hydrant will be subject to a private fire protection service charge.
9. The following notes shall be added to the utility plans
  - a. All sanitary sewer and water to be installed in accordance with Kenosha Water Utility standards.
  - b. All applications and fees for sanitary sewer and water must be completed and paid prior to connection to the sewer/water systems.
  - c. All water connections to existing water mains need a KWU representative present to inspect construction. Developer shall provide 48-hours notice to KWU when connections are to be made.
  - d. Any utility work in the right-of-way and all sanitary sewer connections to be inspected by KWU. Notify KWU 48-hours in advance of connecting to sewer.

**Celebre Place**  
**Operational Plan**  
**November 30, 2010**

**Overview:** A new, affordable 47-unit rental development for older adults. The owner intends to provide assisted living services to residents. It is anticipated that many residents will be Medicaid-eligible, and that this program will support the cost of living services.

**Staffing:** As an assisted living residence, Celebre Place will be staffed 24/7. If about half of all residents opt to receive services, about 12 to 15 people would be employed. Of those staff, about 4 to 5 would be full-time and 8 to 10 part-time positions. Positions may include leasing agents, managers, nursing staff, chefs and cooks, housekeepers, maintenance supervisors, caregivers and an assortment of healthcare professionals.

**Zoning Requirements and Building Design:** The property is zoned Rm-3 Elderly and Handicapped Housing District. The proposed development will meet all requirements of the Zoning Code for this District, including setbacks, parking and building height. The building is designed to accommodate the physical needs of its intended older adult residents, all of whom desire a measure of independence yet many of who may have mobility impairments.

**Celebre Place Common Space Amenities:**

- Dining room
- Professional kitchen
- Conference room
- Fitness center
- Salon and Art & Crafts rooms
- Business Center with computers
- Library/Media Center
- Underground parking
- Storage lockers
- Fully accessible for residents with mobility impairments

**Celebre Place Living Units:**

- 35 one-bedroom units, ranging from 645 to 754 square feet
- 12 two-bedroom units, ranging from 906 to 925 square feet
- Modern, Energy Star kitchen appliances, including range, oven, dishwasher, disposal and microwave
- Accessible design features, such as lever door, windows and plumbing hardware

**Property Management:** The property will be professionally managed. Fresh Coast Partners, a professional RCAC service provider, and Horizon Management Services, an experienced affordable rental manager, plan to provide management services. Horizon Management Services has managed the neighboring Villa Ciera since 2001. Fresh Coast Partners provides assisted living services for Parkview Manor in Caledonia and other properties in Southeast Wisconsin.

**Operation of the Property:** The owner intends to operate Celebre Place as an affordable assisted living rental residence for seniors. Changes in market conditions, public health care financing or other factors may, in the future, limit Celebre Place's ability to operate with service provision. The owner shall have the right to operate Celebre Place as rental housing for seniors with some or no assisted living services, and making such changes shall not cause the property to be in violation of its Conditional Use Permit, assuming all conditions of approval are complied with, including but not limited to, off-street parking requirements.

# Celebre Place LLC

---

February 8, 2011

Brian R. Wilke, Development Coordinator  
Department of City Development  
City of Kenosha  
625 52<sup>nd</sup> Street, Room 308  
Kenosha, WI 53140

Dear Brian:

Celebre Place LLC will be the owner of the Celebre Place rental residential property at 1870 27<sup>th</sup> Street in Kenosha.

As part of the City of Kenosha's review of the Conditional Use Permit application for Celebre Place, the City has requested assurance that this property will not be property tax exempt. This letter provides the City such assurance.

The owner of Celebre Place will not seek a property tax exemption from the City of Kenosha.

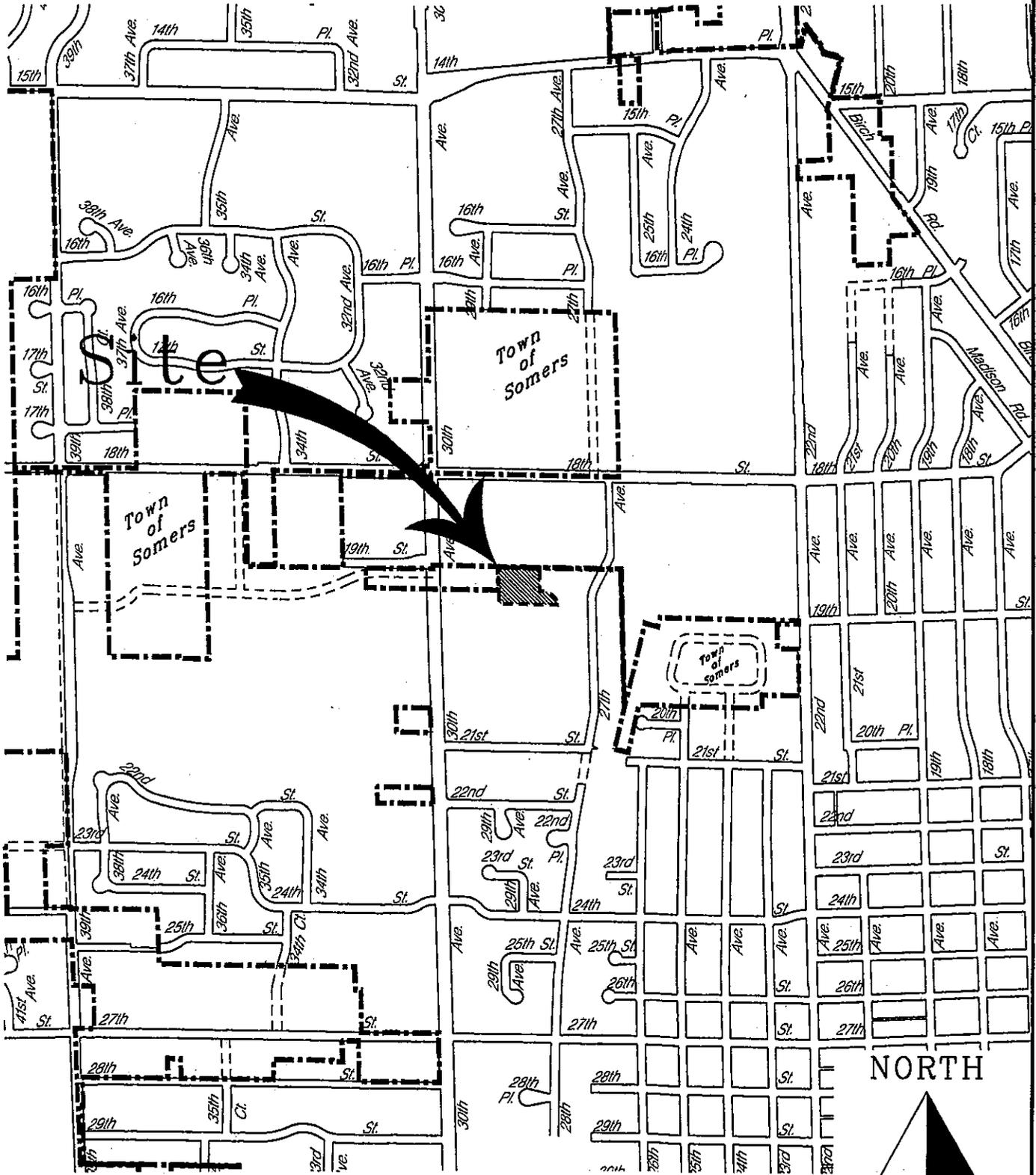
Sincerely,

Celebre Place LLC

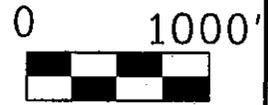
By:   
Robert B. Schwarz, President  
Parmenter Development, Inc., its Managing Member

City of Kenosha

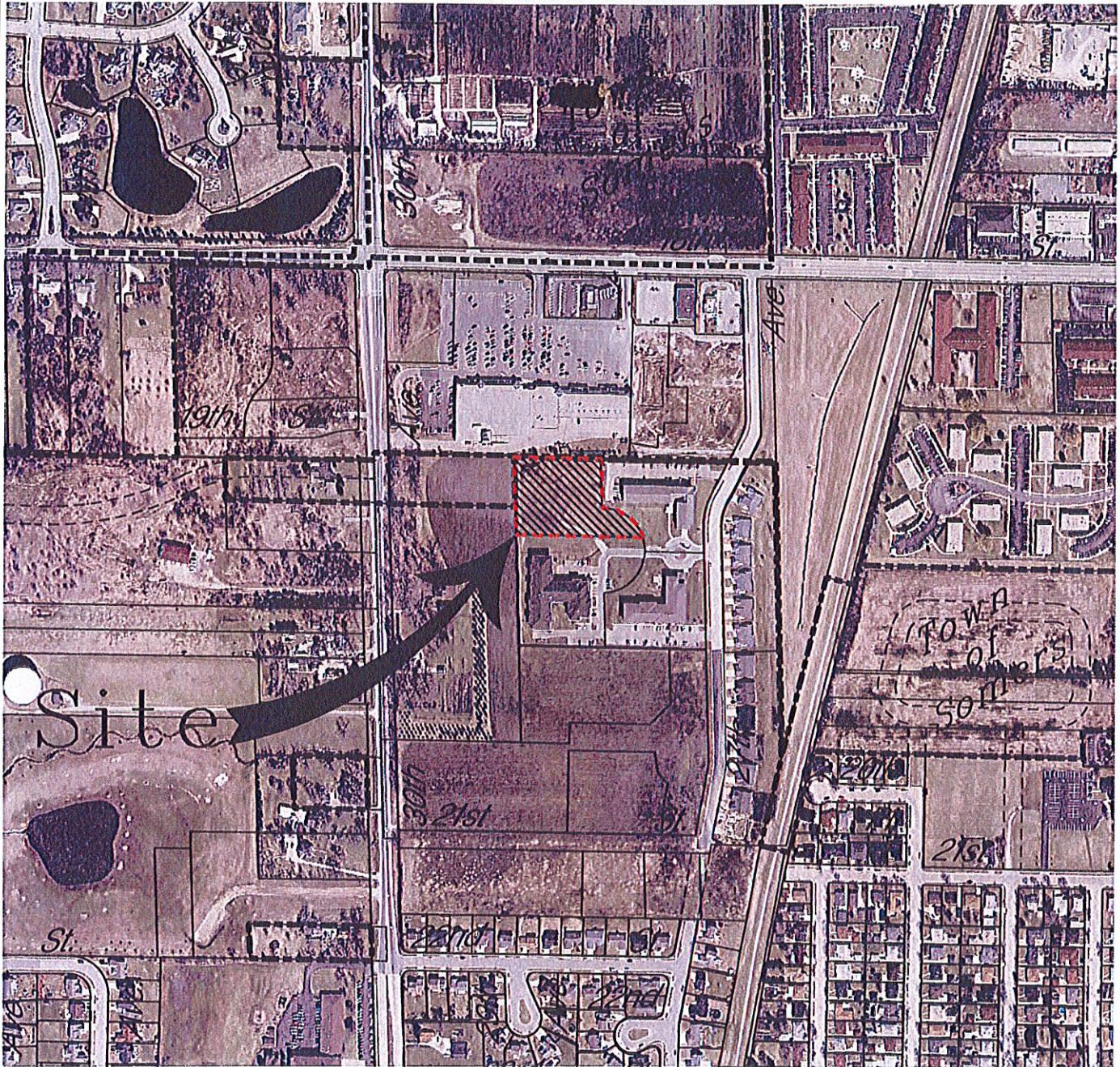
Vicinity Map  
Celebre Place CUP



-  Subject Property
-  Municipal Boundary

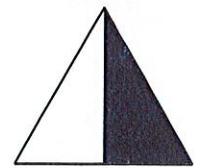


City of Kenosha  
Vicinity Map  
Celebre Place CUP



-  Subject Property
-  Municipal Boundary

NORTH



DCD ~ City Plan Division ~ JBL ~ BRW ~ 12-27-2010 ~ mc

**Development Review Application  
City of Kenosha, Wisconsin**

**MAILING INFORMATION**

**NAME OF PROJECT:** Celebre Place

*Check one (1) of the following boxes to indicate the recipient of all correspondence:*

- Name and Address of Applicant (Please print):**  
Parmenter Development, Inc.  
2310 Parmenter St., # 414  
Midleton, WI 53562  

Phone: 608-345-4479  
 Fax:  
 E-Mail: rbschwarz@charter.net
  
- Name and Address of Architect/Engineer (Please print):**  
Knoth + Bruce Architects  
7001 University Ave., Suite 201  
Midleton, WI 53562  

Phone: 608-836-3690  
 Fax: 608-836-6934  
 E-Mail: rbruce@knothbruce.com
  
- Name and Address of Property Owner (if other than applicant) (Please print):**  
Kenosha Senior Action Housing Management, Inc.  
c/o Attorney William Michel  
1025 56th St.  
Kenosha, WI 53140  

Phone: 262-652-8144  
 Fax:  
 E-Mail: william-michel@sbglobal.net

**PROJECT LOCATION**

Location of Development (street address and / or parcel number): 1870 27th St.

**TYPE OF LAND DEVELOPMENT**

**Check all that apply. Note: Additional information may be required within individual Sections.**

- |   |            |               |
|---|------------|---------------|
| <input type="checkbox"/> Certified Survey Map   | Section 1  | Page 2        |
| <input type="checkbox"/> Concept Review (Land Division)                               | Section 2  | Page 3        |
| <input type="checkbox"/> Concept Review (Multi-Family Residential or Non-Residential) | Section 3  | Page 4        |
| <input checked="" type="checkbox"/> Conditional Use Permit                            | Section 4  | Pages 5 & 6   |
| <input type="checkbox"/> Developer's Agreement  | Section 5  | Page 7        |
| <input type="checkbox"/> Final Plat   | Section 6  | Pages 8 & 9   |
| <input type="checkbox"/> Lot Line Adjustment Survey                                   | Section 7  | Page 10       |
| <input type="checkbox"/> Preliminary Plat   | Section 8  | Pages 11 & 12 |
| <input type="checkbox"/> Rezoning   | Section 9  | Pages 13 & 14 |
| <input type="checkbox"/> Site Plan Review   | Section 10 | Pages 15 & 16 |

**PRIOR TO SUBMITTING THIS APPLICATION TO THE DEPARTMENT OF CITY DEVELOPMENT,  
PLEASE REVIEW THE APPROPRIATE SECTION(S) FOR FEES, REQUIREMENTS AND APPROPRIATE APPENDICES.**

**Submit this cover page, completed application, applicable section(s) and appendices  
along with ALL required plans, information and fees to:**

Department of City Development  
625 52nd Street, Room 308  
Kenosha, WI 53140

Phone: 262.653.4030  
Fax: 262.653.4045

Office Hours:  
M - F 8:00 am - 4:30 pm

Kenosha County Interactive Mapping Site

THIS MAP IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. KENOSHA COUNTY IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN. CONTACT THE INFORMATION DIVISION OF THE DEPARTMENT OF PLANNING AND DEVELOPMENT FOR MORE INFORMATION.

1 inch = 100 feet  
Map Printed: 12/28/2010

North

Existing Sidewalk

Pick n Save

Hallmark

Paved Concrete

Suggested Sidewalk

Suggested Sidewalk

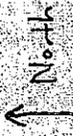
2ND AVE

21 UNIT

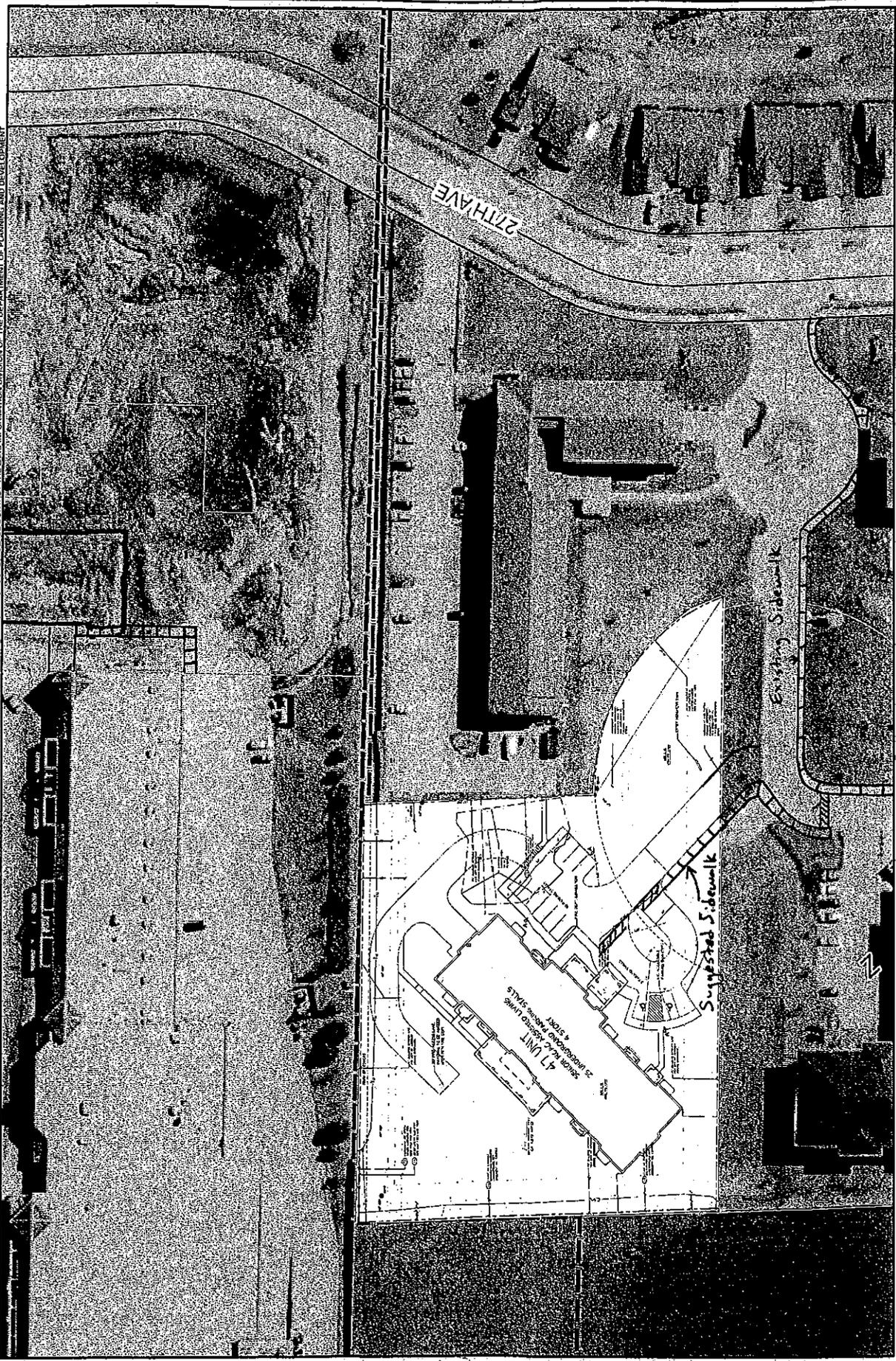
25' WALKWAY

Source: Kenosha County Department of Planning and Development

1/4 inch = 100 feet  
Map Printed: 12/28/2010



THIS MAP IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILATION OF RECORDS DATA AND INFORMATION LOCATED IN VARIOUS STATE COUNTY AND MUNICIPAL OFFICES AND OTHER SOURCES. BEARING THE AREA SHOWN AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. KENOSHA COUNTY IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED. IF DISCREPANCIES ARE FOUND, PLEASE CONTACT THE LAND INFORMATION DIVISION OF THE DEPARTMENT OF PLANNING AND DEVELOPMENT.



Source: Kenosha County Department of Planning and Development

Contract:



○ Front Elevation  
1/8" = 1'-0"



○ Side Elevation  
1/8" = 1'-0"

Revision:  
Revised - Nov. 1, 2009  
Issued to City of Kenosha - Nov. 24, 2009

Project Title:  
**Celebre Place**  
Senior RCAC Assisted Living

Kenosha, WI  
City of Kenosha  
**Elevations**

Project No.:  
**0851**

Drawing No.:  
**A-2.1**

Scale:  
1/8" = 1'-0"



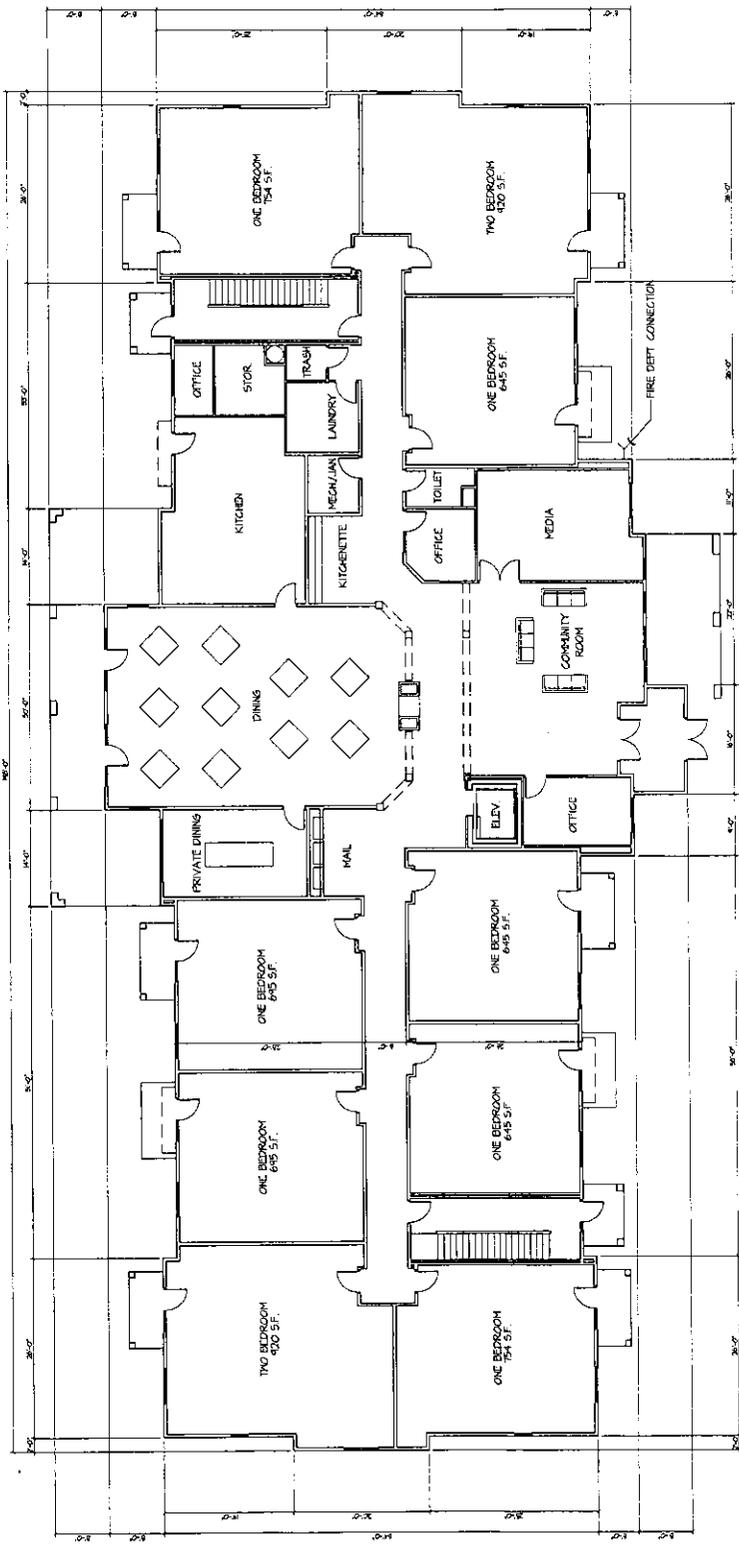
○ Rear Elevation  
1/8" = 1'-0"



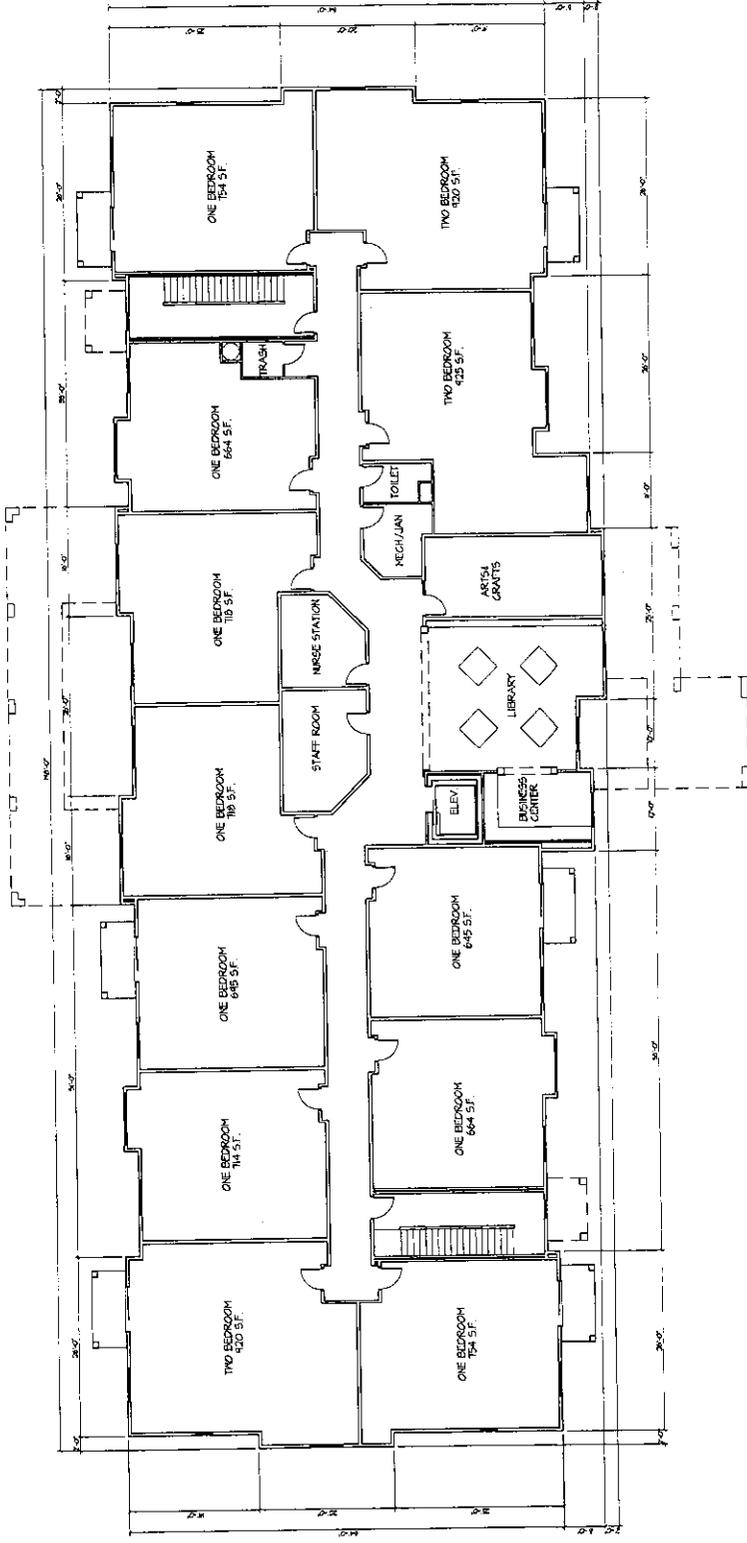
○ Side Elevation  
1/8" = 1'-0"

**Chapter 9 - Fire Protection Systems**

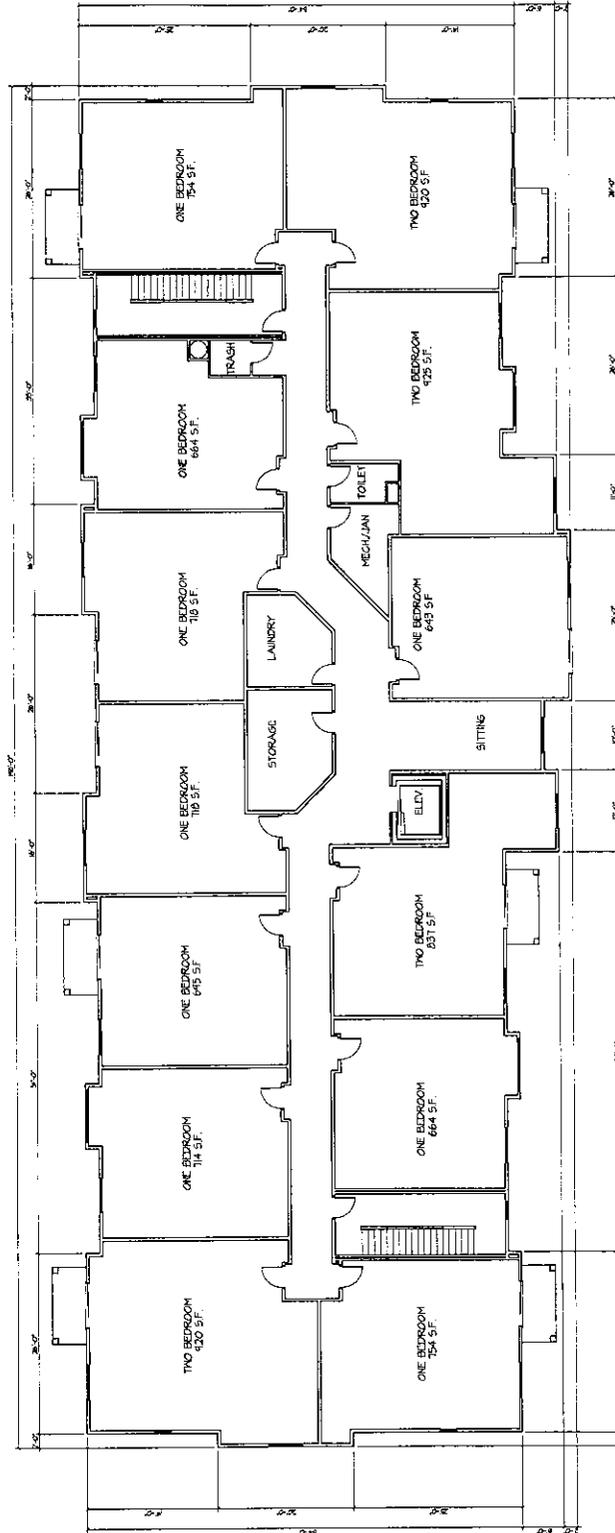
Fire protection systems shall be monitored by an approved agency. [901.6]  
 A sprinkler system shall be installed in A-3 occupancies where: [903.1.3]  
 1. The fire area exceeds 12,000 s.f.;  
 2. The fire area has an occupant load of 300 or more;  
 3. The fire area is a parking garage;  
 4. The fire area is a storage area;  
 5. The fire area is a mechanical room;  
 6. The fire area is a kitchen;  
 7. The fire area is a laundry;  
 8. The fire area is a trash room;  
 9. The fire area is a storage room;  
 10. The fire area is a utility room;  
 11. The fire area is a janitor closet;  
 12. The fire area is a storage closet;  
 13. The fire area is a storage room;  
 14. The fire area is a storage room;  
 15. The fire area is a storage room;  
 16. The fire area is a storage room;  
 17. The fire area is a storage room;  
 18. The fire area is a storage room;  
 19. The fire area is a storage room;  
 20. The fire area is a storage room;  
 21. The fire area is a storage room;  
 22. The fire area is a storage room;  
 23. The fire area is a storage room;  
 24. The fire area is a storage room;  
 25. The fire area is a storage room;  
 26. The fire area is a storage room;  
 27. The fire area is a storage room;  
 28. The fire area is a storage room;  
 29. The fire area is a storage room;  
 30. The fire area is a storage room;  
 31. The fire area is a storage room;  
 32. The fire area is a storage room;  
 33. The fire area is a storage room;  
 34. The fire area is a storage room;  
 35. The fire area is a storage room;  
 36. The fire area is a storage room;  
 37. The fire area is a storage room;  
 38. The fire area is a storage room;  
 39. The fire area is a storage room;  
 40. The fire area is a storage room;  
 41. The fire area is a storage room;  
 42. The fire area is a storage room;  
 43. The fire area is a storage room;  
 44. The fire area is a storage room;  
 45. The fire area is a storage room;  
 46. The fire area is a storage room;  
 47. The fire area is a storage room;  
 48. The fire area is a storage room;  
 49. The fire area is a storage room;  
 50. The fire area is a storage room;  
 51. The fire area is a storage room;  
 52. The fire area is a storage room;  
 53. The fire area is a storage room;  
 54. The fire area is a storage room;  
 55. The fire area is a storage room;  
 56. The fire area is a storage room;  
 57. The fire area is a storage room;  
 58. The fire area is a storage room;  
 59. The fire area is a storage room;  
 60. The fire area is a storage room;  
 61. The fire area is a storage room;  
 62. The fire area is a storage room;  
 63. The fire area is a storage room;  
 64. The fire area is a storage room;  
 65. The fire area is a storage room;  
 66. The fire area is a storage room;  
 67. The fire area is a storage room;  
 68. The fire area is a storage room;  
 69. The fire area is a storage room;  
 70. The fire area is a storage room;  
 71. The fire area is a storage room;  
 72. The fire area is a storage room;  
 73. The fire area is a storage room;  
 74. The fire area is a storage room;  
 75. The fire area is a storage room;  
 76. The fire area is a storage room;  
 77. The fire area is a storage room;  
 78. The fire area is a storage room;  
 79. The fire area is a storage room;  
 80. The fire area is a storage room;  
 81. The fire area is a storage room;  
 82. The fire area is a storage room;  
 83. The fire area is a storage room;  
 84. The fire area is a storage room;  
 85. The fire area is a storage room;  
 86. The fire area is a storage room;  
 87. The fire area is a storage room;  
 88. The fire area is a storage room;  
 89. The fire area is a storage room;  
 90. The fire area is a storage room;  
 91. The fire area is a storage room;  
 92. The fire area is a storage room;  
 93. The fire area is a storage room;  
 94. The fire area is a storage room;  
 95. The fire area is a storage room;  
 96. The fire area is a storage room;  
 97. The fire area is a storage room;  
 98. The fire area is a storage room;  
 99. The fire area is a storage room;  
 100. The fire area is a storage room;



First Floor Plan  
 10000 N. RICH, S.200

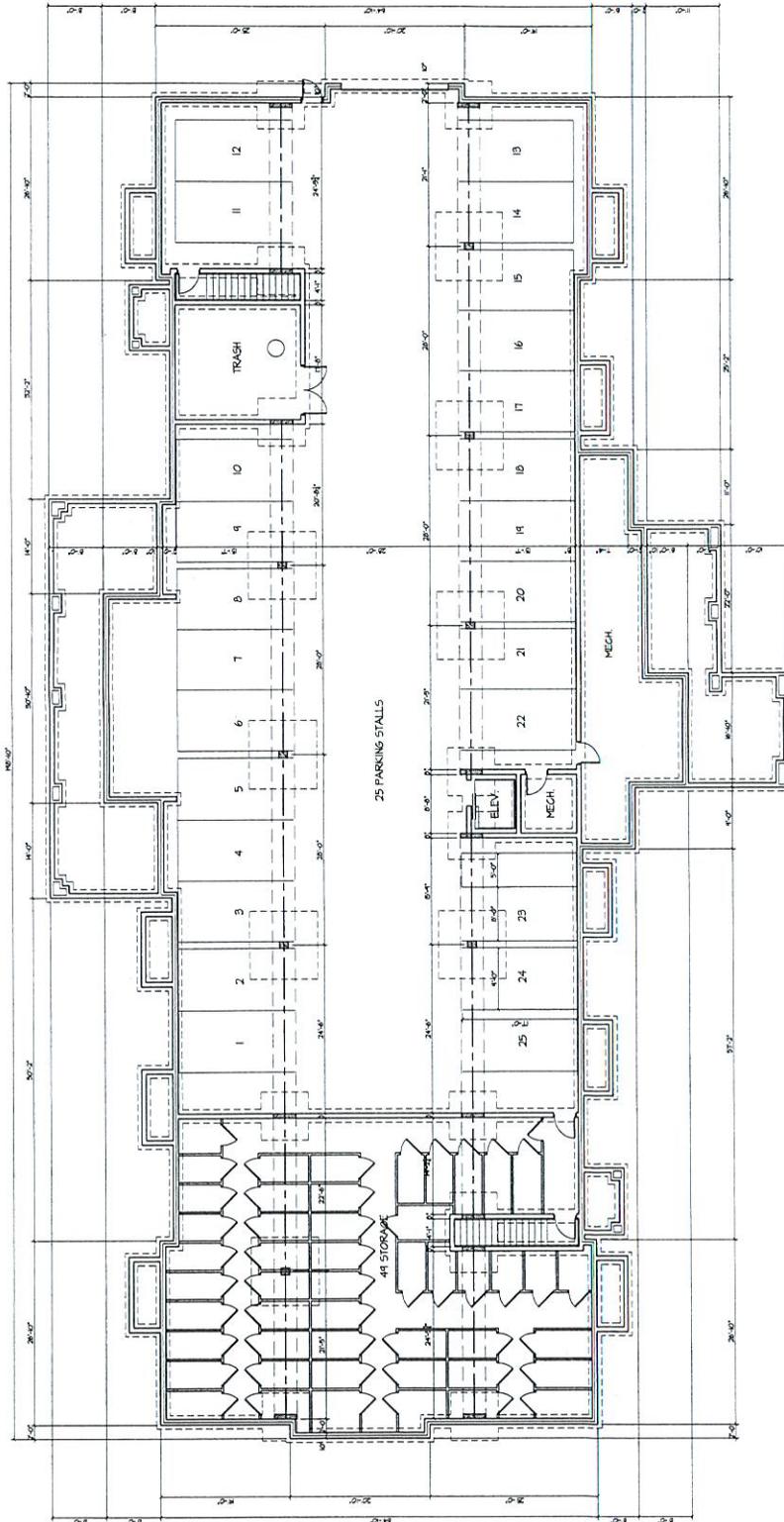


Second Floor Plan  
1/8" = 1'-0"



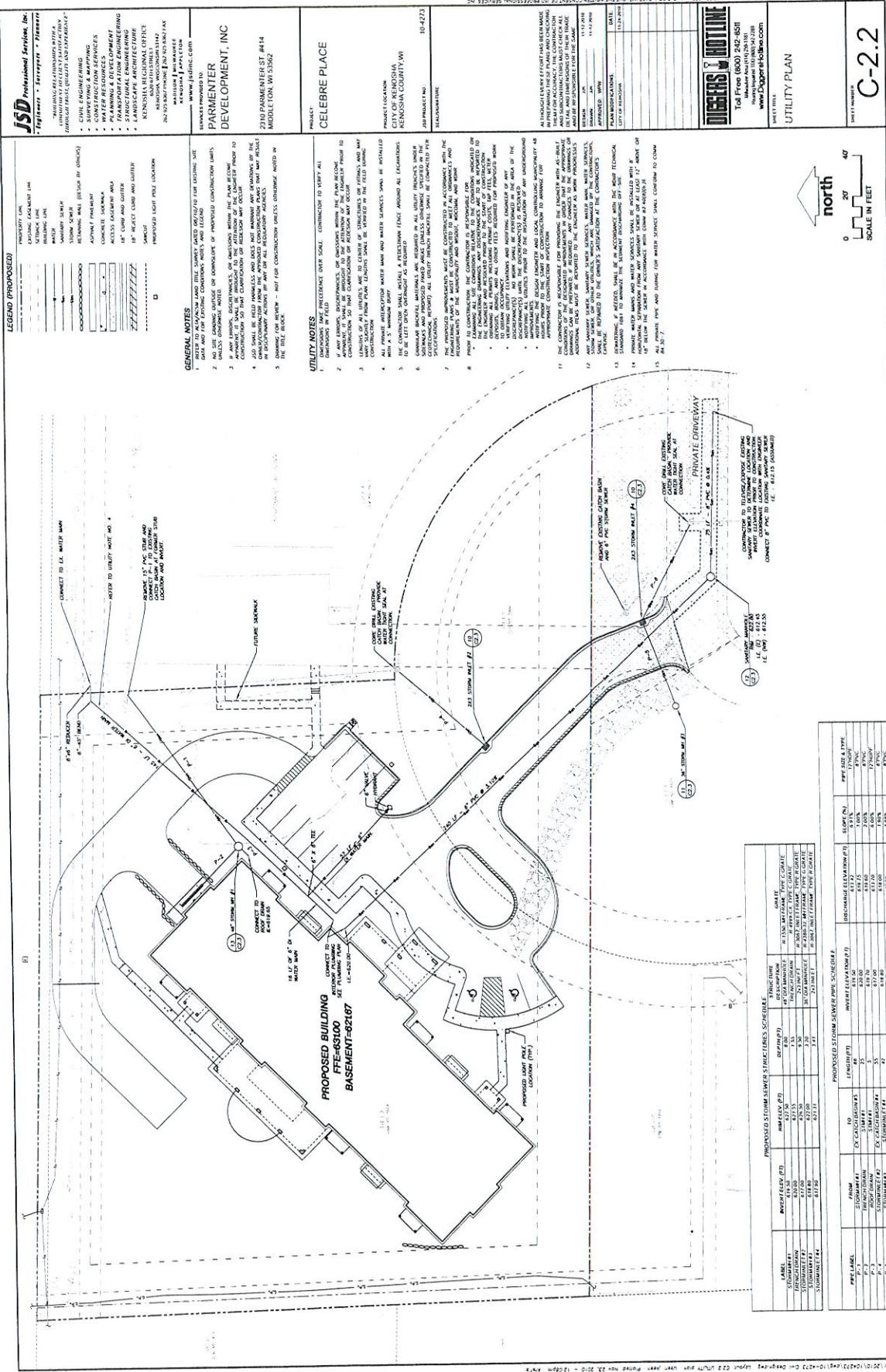
Third Floor Plan  
 11/11/07





Basement Floor Plan





**JSD Professional Services, Inc.**  
 Engineers • Surveyors • Planners  
 10000 WISCONSIN AVENUE  
 SUITE 1000 WISCONSIN CENTER  
 WISCONSIN CENTER  
 • CIVIL ENGINEERING  
 • SURVEYING & MAPPING  
 • PLANNING & DEVELOPMENT  
 • WATER RESOURCES  
 • STRUCTURAL ENGINEERING  
 • LANDSCAPE ARCHITECTURE  
 • ENVIRONMENTAL ENGINEERING  
 • TRANSPORTATION ENGINEERING  
 262.576.8070 PHONE 262.576.8040 FAX  
 www.jsdinc.com

PROJECT PROPOSED TO  
**PARKVIEW  
 DEVELOPMENT, INC**  
 2310 PARAMETER ST #14  
 ADDISON, WI 53862

PROJECT  
**CELEBRE PLACE**  
 PROJECT LOCATION  
 2310 PARAMETER ST  
 ADDISON, WISCONSIN  
 JOB PROJECT NO:  
 10-273

DATE: 12.12.10  
 DATE OF REVISION:  
 REVISION NO. 11.12.10  
 REVISION BY: JSD  
 REVISION DESCRIPTION: REVISED TO REFLECT THE PROPOSED STORM SEWER SCHEDULES AND THE PROPOSED STORM SEWER SCHEDULES.

**DESIGNS BY OUTLINE**  
 Tom Pross (608) 785-5811  
 tom.pross@outline.com  
 www.outline.com

UTILITY PLAN  
 SHEET 101  
 SHEET NUMBER  
**C-2.2**

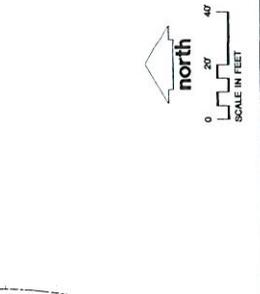
- LEGEND (PROPOSED)**
- PROPERTY LINE
  - EXISTING EASEMENT LINE
  - EXISTING UTILITY LINE
  - WATER
  - SEWER
  - REINFORCED CONCRETE (AS PER PERMITS)
  - CONCRETE
  - ACCESS EASEMENT AREA
  - 18" CURB AND GUTTER
  - 18" CONC. CURB AND GUTTER
  - PROPOSED LIGHT POLE LOCATION

**GENERAL NOTES**

1. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES AND RECORD THEM ON THE CONSTRUCTION PLANS AND RECORDS.
2. NO SET BACKS OUTSIDE OF DEVELOPER'S PROPOSED CONSTRUCTION LIMITS UNLESS OTHERWISE NOTED ON THE PLANS.
3. ALL UTILITIES SHALL BE DEEPER THAN THE PROPOSED CONSTRUCTION LIMITS UNLESS OTHERWISE NOTED ON THE PLANS.
4. JOBS SHALL BE FIELD MEASURED AND DOES NOT EXCEED ANY DIMENSIONS BY THE CONTRACTOR'S FIELD MEASUREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF ALL DIMENSIONS AND LOCATIONS.
5. DRAWING FOR REVIEW - NOT FOR CONSTRUCTION UNLESS OTHERWISE NOTED IN THE TITLE BLOCK.

**UTILITY NOTES**

1. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL UTILITIES AND RECORD THEM ON THE CONSTRUCTION PLANS AND RECORDS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF ALL DIMENSIONS AND LOCATIONS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF ALL DIMENSIONS AND LOCATIONS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF ALL DIMENSIONS AND LOCATIONS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF ALL DIMENSIONS AND LOCATIONS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF ALL DIMENSIONS AND LOCATIONS.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF ALL DIMENSIONS AND LOCATIONS.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF ALL DIMENSIONS AND LOCATIONS.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF ALL DIMENSIONS AND LOCATIONS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF ALL DIMENSIONS AND LOCATIONS.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF ALL DIMENSIONS AND LOCATIONS.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF ALL DIMENSIONS AND LOCATIONS.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF ALL DIMENSIONS AND LOCATIONS.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF ALL DIMENSIONS AND LOCATIONS.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF ALL DIMENSIONS AND LOCATIONS.



**PROPOSED STORM SEWER STRUCTURE SCHEDULE**

LABEL	DEPTH (FT)	INVERT ELEVATION (FT)	DIAMETER (IN)	LENGTH (FT)	REMARKS	PIPE SIZE & TYPE
1	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
2	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
3	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
4	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
5	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
6	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
7	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
8	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
9	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
10	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
11	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
12	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
13	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
14	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
15	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
16	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
17	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
18	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
19	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
20	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
21	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
22	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
23	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
24	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
25	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
26	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
27	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
28	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
29	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
30	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
31	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
32	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
33	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
34	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
35	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
36	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
37	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
38	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
39	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
40	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
41	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
42	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
43	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
44	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
45	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
46	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
47	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
48	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
49	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
50	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
51	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
52	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
53	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
54	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
55	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
56	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
57	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
58	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
59	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
60	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
61	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
62	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
63	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
64	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
65	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
66	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
67	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
68	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
69	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
70	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
71	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
72	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
73	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
74	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
75	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
76	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
77	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
78	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
79	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
80	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
81	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
82	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
83	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
84	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
85	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
86	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
87	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
88	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
89	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
90	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
91	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
92	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
93	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
94	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
95	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
96	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
97	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
98	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
99	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC
100	18.00	821.55	18"	10.00	CONNECTION TO EXISTING 18" WATER MAIN	18" PVC

**JSD** Professional Services, Inc.  
Engineers - Surveyors - Planners

1000 W. WISCONSIN AVENUE, SUITE 200  
MILWAUKEE, WISCONSIN 53233  
TEL: 414.224.1100  
WWW.JSDINC.COM

PROJECT: **CELEBRE PLACE**

2310 PARMENTER ST. #414  
MIDDLETON, WI 53562

PROJECT LOCATION:  
KENOSHA COUNTY, WI

JOB PROJECT NO: 10-4732

DATE: 11-17-2010

SCALE: 1" = 1'-0"

PROJECT: **CELEBRE PLACE**

PROJECT LOCATION:  
KENOSHA COUNTY, WI

JOB PROJECT NO: 10-4732

DATE: 11-17-2010

SCALE: 1" = 1'-0"

**DISASTERS & HOTLINE**

TEL: 800.368.5841  
FAX: 800.368.5841  
WWW.DSANDHOTLINE.COM

**DETAILS**

SHEET TITLE: **C-2.3**

SHEET NUMBER: **C-2.3**

**1 CURB WEIR**  
N.T.S.

2' x 2' CONCRETE PANEL  
1' x 1' CURB & GUTTER

**2 18" STANDARD CURB AND GUTTER**  
N.T.S.

18" WIDE CURB AND GUTTER  
1/2" SLOPE

**3 18" REJECT CURB AND GUTTER**  
N.T.S.

18" WIDE CURB AND GUTTER  
1/2" SLOPE  
REJECT CURB

**4 CONSTRUCTION ENTRANCE**  
N.T.S.

12" WIDE CONCRETE CURB AND GUTTER  
1/2" SLOPE

**5 HANDICAP RAMP**  
N.T.S.

4' WIDE RAMP  
1/4" SLOPE  
4" HIGH CURB

**6 SIDEWALK CROSS SECTION**  
N.T.S.

4" WIDE CONCRETE CURB AND GUTTER  
2" CROSS SLOPE  
4" WIDE CONCRETE SIDEWALK

**7 SIDEWALK CROSS SECTION**  
N.T.S.

4" WIDE CONCRETE CURB AND GUTTER  
2" CROSS SLOPE  
4" WIDE CONCRETE SIDEWALK  
1/2" SLOPE

**8 CONCRETE INLET COLLAR**  
N.T.S.

12" WIDE CONCRETE CURB AND GUTTER  
1/2" SLOPE

**9 STANDARD PAVEMENT SECTION**  
N.T.S.

1 1/2" SAND  
1 1/2" BITUMINOUS  
4" CONCRETE  
4" AGGREGATE BASE COURSE

**10 STORM INLET**  
N.T.S.

12" WIDE CONCRETE CURB AND GUTTER  
1/2" SLOPE  
12" WIDE STORM INLET  
12" WIDE CONCRETE SIDEWALK

**11 36" DIAMETER STORM INLET**  
N.T.S.

36" DIAMETER STORM INLET  
12" WIDE CONCRETE CURB AND GUTTER

**12 SANITARY MANHOLE**  
N.T.S.

36" DIAMETER SANITARY MANHOLE  
12" WIDE CONCRETE CURB AND GUTTER

**13 STORM MANHOLE**  
N.T.S.

36" DIAMETER STORM MANHOLE  
12" WIDE CONCRETE CURB AND GUTTER

**14 DETAIL GRADING**  
27.5' x 34' SCALE 1" = 1'-0"

**15 DETAIL GRADING**  
27.5' x 34' SCALE 1" = 1'-0"

**16 DETAIL GRADING**  
27.5' x 34' SCALE 1" = 1'-0"

**17 DETAIL GRADING**  
27.5' x 34' SCALE 1" = 1'-0"

**18 DETAIL GRADING**  
27.5' x 34' SCALE 1" = 1'-0"

**19 DETAIL GRADING**  
27.5' x 34' SCALE 1" = 1'-0"

**20 DETAIL GRADING**  
27.5' x 34' SCALE 1" = 1'-0"

**21 DETAIL GRADING**  
27.5' x 34' SCALE 1" = 1'-0"

**22 DETAIL GRADING**  
27.5' x 34' SCALE 1" = 1'-0"

**23 DETAIL GRADING**  
27.5' x 34' SCALE 1" = 1'-0"

**24 DETAIL GRADING**  
27.5' x 34' SCALE 1" = 1'-0"

**25 DETAIL GRADING**  
27.5' x 34' SCALE 1" = 1'-0"

**26 DETAIL GRADING**  
27.5' x 34' SCALE 1" = 1'-0"

**27 DETAIL GRADING**  
27.5' x 34' SCALE 1" = 1'-0"

**28 DETAIL GRADING**  
27.5' x 34' SCALE 1" = 1'-0"

**29 DETAIL GRADING**  
27.5' x 34' SCALE 1" = 1'-0"

**30 DETAIL GRADING**  
27.5' x 34' SCALE 1" = 1'-0"

**31 DETAIL GRADING**  
27.5' x 34' SCALE 1" = 1'-0"

**32 DETAIL GRADING**  
27.5' x 34' SCALE 1" = 1'-0"

**33 DETAIL GRADING**  
27.5' x 34' SCALE 1" = 1'-0"

**34 DETAIL GRADING**  
27.5' x 34' SCALE 1" = 1'-0"

**35 DETAIL GRADING**  
27.5' x 34' SCALE 1" = 1'-0"

**36 DETAIL GRADING**  
27.5' x 34' SCALE 1" = 1'-0"

**37 DETAIL GRADING**  
27.5' x 34' SCALE 1" = 1'-0"

**38 DETAIL GRADING**  
27.5' x 34' SCALE 1" = 1'-0"

**39 DETAIL GRADING**  
27.5' x 34' SCALE 1" = 1'-0"

**40 DETAIL GRADING**  
27.5' x 34' SCALE 1" = 1'-0"

**41 DETAIL GRADING**  
27.5' x 34' SCALE 1" = 1'-0"

**42 DETAIL GRADING**  
27.5' x 34' SCALE 1" = 1'-0"

**43 DETAIL GRADING**  
27.5' x 34' SCALE 1" = 1'-0"

**44 DETAIL GRADING**  
27.5' x 34' SCALE 1" = 1'-0"

**45 DETAIL GRADING**  
27.5' x 34' SCALE 1" = 1'-0"

**46 DETAIL GRADING**  
27.5' x 34' SCALE 1" = 1'-0"

**47 DETAIL GRADING**  
27.5' x 34' SCALE 1" = 1'-0"

**48 DETAIL GRADING**  
27.5' x 34' SCALE 1" = 1'-0"

**49 DETAIL GRADING**  
27.5' x 34' SCALE 1" = 1'-0"

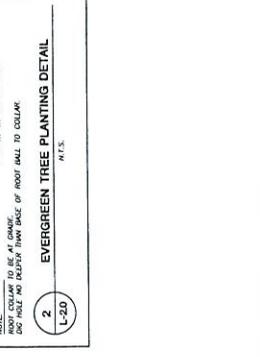
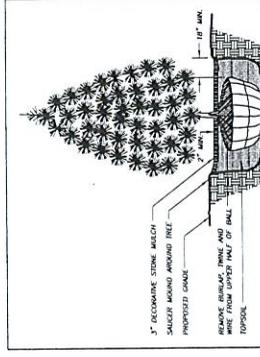
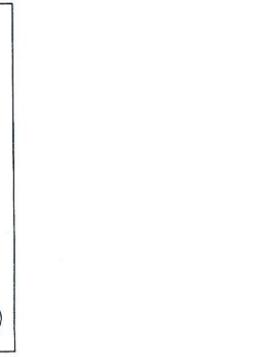
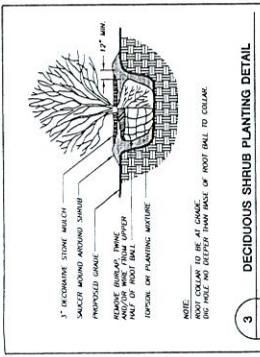
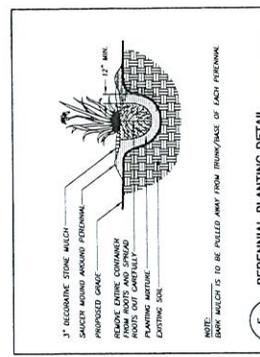
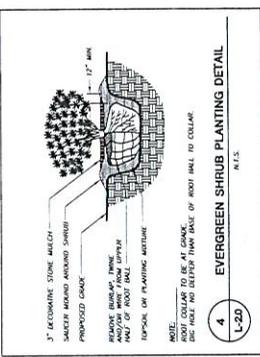
**50 DETAIL GRADING**  
27.5' x 34' SCALE 1" = 1'-0"

Common Council Agenda Item # O.1. March 21, 2011 Page 344





DATE	11/12/2010
ISSUED FOR	11/12/2010
BY	JSD
DATE	11/12/2010
ISSUED FOR	11/12/2010
BY	JSD



**ZONING ORDINANCE FOR THE CITY OF KENOSHA, WI - MULTI-FAMILY SITE LANDSCAPING REQUIREMENTS**

- INTERIOR PARKWAY LANDSCAPING: INTERIOR PARKWAY LANDSCAPING IS REQUIRED FOR DEVELOPMENTS IN ORDER TO SCREEN VEHICULAR PARKING AND PROVIDE VISUAL SCREENING AS SHOWN ON FIGURE 4. SHALL CONSIST OF ONE OR A COMBINATION OF THE FOLLOWING ALONG AT LEAST ONE OF THE LONGER SIDES OF THE PARKWAY:
  - MINIMUM HEIGHT OF 6 FEET (6'0")
  - MINIMUM WIDTH OF 6 FEET (6'0")
  - MINIMUM SPACING BETWEEN TREES SHALL BE 10 FEET (10'0")
  - MINIMUM SPACING BETWEEN TREES SHALL BE 10 FEET (10'0")
  - MINIMUM SPACING BETWEEN TREES SHALL BE 10 FEET (10'0")
- SCREENING OF SIDEWALKS: SIDEWALKS SHALL BE SCREENED WITH A MINIMUM HEIGHT OF 6 FEET (6'0") AND A MINIMUM WIDTH OF 6 FEET (6'0").
- SCREENING OF DRIVEWAYS: DRIVEWAYS SHALL BE SCREENED WITH A MINIMUM HEIGHT OF 6 FEET (6'0") AND A MINIMUM WIDTH OF 6 FEET (6'0").
- SCREENING OF PATIO AREAS: PATIO AREAS SHALL BE SCREENED WITH A MINIMUM HEIGHT OF 6 FEET (6'0") AND A MINIMUM WIDTH OF 6 FEET (6'0").
- SCREENING OF BALCONY AREAS: BALCONY AREAS SHALL BE SCREENED WITH A MINIMUM HEIGHT OF 6 FEET (6'0") AND A MINIMUM WIDTH OF 6 FEET (6'0").
- SCREENING OF TERRACE AREAS: TERRACE AREAS SHALL BE SCREENED WITH A MINIMUM HEIGHT OF 6 FEET (6'0") AND A MINIMUM WIDTH OF 6 FEET (6'0").
- SCREENING OF PORCH AREAS: PORCH AREAS SHALL BE SCREENED WITH A MINIMUM HEIGHT OF 6 FEET (6'0") AND A MINIMUM WIDTH OF 6 FEET (6'0").
- SCREENING OF DECK AREAS: DECK AREAS SHALL BE SCREENED WITH A MINIMUM HEIGHT OF 6 FEET (6'0") AND A MINIMUM WIDTH OF 6 FEET (6'0").
- SCREENING OF STAIR AREAS: STAIR AREAS SHALL BE SCREENED WITH A MINIMUM HEIGHT OF 6 FEET (6'0") AND A MINIMUM WIDTH OF 6 FEET (6'0").
- SCREENING OF ENTRY AREAS: ENTRY AREAS SHALL BE SCREENED WITH A MINIMUM HEIGHT OF 6 FEET (6'0") AND A MINIMUM WIDTH OF 6 FEET (6'0").
- SCREENING OF LOBBY AREAS: LOBBY AREAS SHALL BE SCREENED WITH A MINIMUM HEIGHT OF 6 FEET (6'0") AND A MINIMUM WIDTH OF 6 FEET (6'0").
- SCREENING OF ELEVATOR AREAS: ELEVATOR AREAS SHALL BE SCREENED WITH A MINIMUM HEIGHT OF 6 FEET (6'0") AND A MINIMUM WIDTH OF 6 FEET (6'0").
- SCREENING OF STAIRWELL AREAS: STAIRWELL AREAS SHALL BE SCREENED WITH A MINIMUM HEIGHT OF 6 FEET (6'0") AND A MINIMUM WIDTH OF 6 FEET (6'0").
- SCREENING OF MECHANICAL AREAS: MECHANICAL AREAS SHALL BE SCREENED WITH A MINIMUM HEIGHT OF 6 FEET (6'0") AND A MINIMUM WIDTH OF 6 FEET (6'0").
- SCREENING OF ELECTRICAL AREAS: ELECTRICAL AREAS SHALL BE SCREENED WITH A MINIMUM HEIGHT OF 6 FEET (6'0") AND A MINIMUM WIDTH OF 6 FEET (6'0").
- SCREENING OF TELEPHONE AREAS: TELEPHONE AREAS SHALL BE SCREENED WITH A MINIMUM HEIGHT OF 6 FEET (6'0") AND A MINIMUM WIDTH OF 6 FEET (6'0").
- SCREENING OF JANITORY AREAS: JANITORY AREAS SHALL BE SCREENED WITH A MINIMUM HEIGHT OF 6 FEET (6'0") AND A MINIMUM WIDTH OF 6 FEET (6'0").
- SCREENING OF STORAGE AREAS: STORAGE AREAS SHALL BE SCREENED WITH A MINIMUM HEIGHT OF 6 FEET (6'0") AND A MINIMUM WIDTH OF 6 FEET (6'0").
- SCREENING OF SERVICE AREAS: SERVICE AREAS SHALL BE SCREENED WITH A MINIMUM HEIGHT OF 6 FEET (6'0") AND A MINIMUM WIDTH OF 6 FEET (6'0").
- SCREENING OF MAINTENANCE AREAS: MAINTENANCE AREAS SHALL BE SCREENED WITH A MINIMUM HEIGHT OF 6 FEET (6'0") AND A MINIMUM WIDTH OF 6 FEET (6'0").
- SCREENING OF UTILITIES AREAS: UTILITIES AREAS SHALL BE SCREENED WITH A MINIMUM HEIGHT OF 6 FEET (6'0") AND A MINIMUM WIDTH OF 6 FEET (6'0").
- SCREENING OF OTHER AREAS: OTHER AREAS SHALL BE SCREENED WITH A MINIMUM HEIGHT OF 6 FEET (6'0") AND A MINIMUM WIDTH OF 6 FEET (6'0").

Drawn: \_\_\_\_\_  
 Date: \_\_\_\_\_

LEUCHTUNG SICHTEINER	
Symbol	Objekt
A	LEUCHTUNG LEUCHTUNG SICHTEINER LEUCHTUNG SICHTEINER LEUCHTUNG SICHTEINER
B	LEUCHTUNG SICHTEINER LEUCHTUNG SICHTEINER LEUCHTUNG SICHTEINER

LEUCHTUNG STATISTIKEN					
Symbol	Objekt	Leistung	Leuchtdichte	Leuchtwinkel	Leuchtwinkel
A	LEUCHTUNG SICHTEINER	4.4 L	0.6	0.5	0.5
B	LEUCHTUNG SICHTEINER	4.4 L	0.6	0.5	0.5

Approved: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 License No. of Engineer: No. 74,200

Project Name: **Celebre Place**  
 Senior RCAC Assisted Living

Client: **Kanasha**  
 Director: \_\_\_\_\_  
 Site Lighting Plan

Project No.: **0951**  
 Drawing No.: **C-12**

