

AGENDA
KENOSHA COMMON COUNCIL
KENOSHA, WISCONSIN
Council Chambers – Room 200 – Kenosha Municipal Building
Monday, April 4, 2011
7:00 P.M.

CALL TO ORDER
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE

Approval of the minutes of the meetings held March 14 and 21, 2011.
Matters referred to the Committees by the Mayor.
Presentation, Commendations and Awards by Mayor.
Awards and Commendations from Boards, Commissions, Authorities and Committees.

CITIZENS' COMMENTS

A. REFERRALS

TO THE COMMITTEE ON FINANCE

TO THE PUBLIC WORKS COMMITTEE

TO THE PUBLIC SAFETY AND WELFARE COMMITTEE

- A.1. Proposed Ordinance by Alderperson Anthony Nudo - To Repeal and Recreate Subsection 11.023 of the Code of General Ordinances Regarding Electronic Communication.
- A.2. Proposed Ordinance by Alderman Anthony Nudo - To Renumber Section 4.08 Regarding Penalties as Section 4.09 and to Create section 4.08 of the Code of General Ordinances Regarding Disclosure of Health Care Costs.

TO THE CITY PLAN COMMISSION

B. COMMUNICATIONS, PETITIONS, REPORTS OF DEPARTMENTS

- B.1. Approval of the following applications per list on file in the Office of the City Clerk:
 - a. _____ Operator's (Bartenders) license(s).
 - b. _____ Transfer of Agent Status of Beer and/or Liquor license(s).
 - c. _____ Special Class "B" Beer and/or Special "Class B" Wine license(s).
 - d. _____ Taxi Driver License(s).
- B.2. Communication Regarding the Voluntary Surrender of the Class "B" Beer/"Class C" Wine License of Golden Dragon Buffet, (*Qing Hua Lin, Agent*), 3442-52nd Street. [Go to backup](#)

C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS

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

- C.1. Approve the following applications for new Operator's (Bartender) licenses, subject to:
- 0 demerit points:**
- a. Leeann Behnke [Go to backup](#)
- 20 demerit points:**
- b. Charity Christman [Go to backup](#)
 - c. Michelle Steadman [Go to backup](#)
 - d. Kyle Fonk [Go to backup](#)
 - e. Timothy Cole [Go to backup](#)
- 60 demerit points:**
- f. Destinee Cieply [Go to backup](#)
(Ayes 4: Noes 0) **HEARING**
- C.2. Approve 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 License at the Same Location from KJS Amoco, Inc., Subject to 40 demerit points. (17th District) (LP-**Approve Class "A" Beer Only Subject to Amended Economic Impact Statement**-Ayes 4: Noes 0) **HEARING** [Go to backup](#)
- C.3. Approve 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). (2nd District) (Ayes 3: Noes 1) **HEARING** [Go to backup](#)
- C.4. Approve application of John L. Pasquali for a Class "B" Beer/"Class B" Liquor License located at 504 - 57th Street (Slooow Jo's). (2nd District) (Ayes 4: Noes 0) **HEARING** [Go to backup](#)
- C.5. Approve application of Gerber's Pub of Kenosha, Inc., for an Outdoor Extension of the Class "B" Beer/"Class B" Liquor License located at 719 - 50th Street (Champions Sports Bar) and Approve Request to Change the Closing Hours to Midnight. (2nd District) (LP-**Approve Subject to 4'-6' High Fence Made of Wrought Iron**-Ayes 4: Noes 0) **HEARING** [Go to backup](#)
- C.6. Approve Application of La Fogata, LLC, for an Outdoor Extension of the Class "B" Beer/"Class B" Liquor License located at 3300 Sheridan Road (La Fogata), and Approve Request to Change the Closing Hours to Midnight. (1st District) (Ayes 4: Noes 0) **HEARING** [Go to backup](#)

- C.7. Approve application of Bragados Banquets, LLC, (*Marco Mendez, Agent*) for a 1-day Cabaret License located at 4820 - 75th Street (*Bragados Restaurant & Banquet Hall*), for April 23, 2011, with No Adverse Recommendations. (15th District) (LP-**Approve Subject to Compliance With Sign Ordinance**-Ayes 4: Noes 0) **HEARING** [Go to backup](#)
- C.8. Approve application of La Fogata, LLC, for a 1-day Cabaret License (*Miguel Aguirre, Agent*) located at 3300 Sheridan Road (*La Fogata*), for May 5, 2011, with No Adverse Recommendations. (1st District) (Ayes 4: Noes 0) **HEARING** [Go to backup](#)
- C.9. Application of La Fogata, LLC, for a 1-day Outdoor Area Cabaret License (*Miguel Aguirre, Agent*) located at 3300 Sheridan Road (*La Fogata*), for May 5, 2011, with No Adverse Recommendations. (Ayes 4: Noes 0) **HEARING** [Go to backup](#)
- C.10. Approve 3 Renewal Applications for Scrap Salvage Collector/Dealer Licenses with No Adverse Recommendations per list on file in the Office of the City Clerk. (Ayes 4: Noes 0) **HEARING** [Go to backup](#)
- C.11. Approve application of Brittany Clark (*5717-41st Avenue*) for a Pet Fancier Permit License, with No Adverse Recommendations. (11th District) (Ayes 4: Noes 0) **HEARING** [Go to backup](#)
- C.12. Approve application of UAW Local 72 (*Int U Untd Aero & Ag Wkrs Am L 72*) Curt Wilson, Agent, for an Amusement & Recreation Enterprise License to be located at 3615 Washington Road (*UAW Local 72*) with No Adverse Recommendations. (10th District) (Ayes 3: Noes 1) **HEARING** [Go to backup](#)
- C.13. Application of Curtis E. Wilson for an Amusement & Recreation Enterprise Supervisor License with No Adverse Recommendations. (Ayes 4: Noes 0) **HEARING** [Go to backup](#)

D. ORDINANCES 1st READING

- D.1. By the Mayor - To Repeal and Recreate Section 13.03 Q. (*of the Code of General Ordinances*) Entitled Peddlers. (LP-Ayes 4: Noes 0) [Go to backup](#)
- D.2. By the Mayor - To Repeal Chapter XXIX in its Entirety and to Repeal Section 30.07 (*of the Code of General Ordinances*) Regarding Financial Disclosure. (Fin.-Recommendation Pending {4/18/11}) [Go to backup](#)

- D.3. By Alderperson Theodore Ruffalo - To Repeal and Recreate Section 10.076 in its Entirety as Section 10.077 Regarding Unobstructed View of Interior Premises and to Create Section 10.076 (*of the Code of General Ordinances*) Entitled Outdoor Cafe of a “Class B”, Class “B” and/or “Class C” Licensed Premises in a Public Right-of-Way. (LP-Ayes 4: Noes 0) [Go to backup](#)
- D.4. By Alderperson Michael Orth, Rocco LaMacchia, Jesse Downing, Jan Michalski Theodore Ruffalo and Eric Haugaard- To Renumber Section 11.025 as 11.053; to Create Section 11.025 (*of the Code of General Ordinances*) Entitled Social Host. (PSW-Ayes 5: Noes 0) [Go to backup](#)
- D.5. By Alderperson Ray Misner and Alderperson Theodore Ruffalo - To Repeal and Recreate Section 13.07 in its Entirety as Section 13.15 Regarding Taxicabs and Drivers; to Create Section 13.07 of the Code of General Ordinances Entitled Public Passenger Vehicle Regulation. (LP-Recommendation Pending) [Go to backup](#)
- D.6. By the Mayor - To Repeal and Recreate Subsection 3.05.A. (*of the Code of General Ordinances*) Entitled “Duties” (*Annual Fire Prevention Inspection Fee*). (Fin. & PSW-Recommendation Pending) [Go to backup](#)

E. ZONING ORDINANCES 1st READING

F. ORDINANCES 2nd READING

- F.1. By Committee on Public Safety and Welfare – To Rescind Yield Sign and Change to 4-Way Stop at 68th Street & 38th Avenue (*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). (11th District) (PSW-Ayes 5: Noes 0) **PUBLIC HEARING** [Go to backup](#)
- F.2. By Committee on Public Safety and Welfare - To Change East Bound Yield to Stop at 68th Avenue and 51st Street (*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*). (16th District) (PSW-Ayes 5: Noes 0) **PUBLIC HEARING** [Go to backup](#)

- F.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) **PUBLIC HEARING** [Go to backup](#)
- F.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) **PUBLIC HEARING** [Go to backup](#)

G. ZONING ORDINANCES 2nd READING

H. RESOLUTIONS

- H.1. By Alderperson Ray Misner - To Assign a New Ward Polling Place for Ward 26, District 13 and Designate the Polling Place for Wards 25 and 26 as the Southwest Library (7979-38th Avenue). [Go to backup](#)
- H.2. By the Board of Water Commissioners - Initial Resolution Declaring Intent to Levy Assessments for Water Main. (Board of Water Commissioners-Recommendation Pending) [Go to backup](#)

I. APPOINTMENTS/REAPPOINTMENTS BY THE MAYOR

- I.1. Appointment of Gabriele Nudo to the Board of Review for a Term to Expire April 15, 2015. [Go to backup](#)

J. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

- J.1. Approve Award of Contract for Project 10-1020 39th Avenue Reconstruction (67th Street to 75th Street) to LaLonde Contractors, Inc., (*Milwaukee, Wisconsin*), in the amount of \$1,280,000.00. (11th, 14th and 15th Districts) (PW-Recommendation Pending) [Go to backup](#)

K. OTHER CONTRACTS AND AGREEMENTS

- K.1. Approval of Lease By and Between the City of Kenosha, Wisconsin (A *Municipal Corporation*) and Yamaha Motor Corporation, U.S.A (A *California Corporation*) and related Service Contract with Harris Golf Cars/Yamaha. (Finance Committee & Park Commission-Recommendation Pending) [Go to backup](#)

L. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

- L.1. Approval of Offering Prices for Fee Acquisition and Easements for Project 10-1025 38th Street Reconstruction – Phase IV. (16th District) (Fin. & PW-Recommendation Pending) [Go to backup](#)
- L.2. Disbursement Record #5 – \$25,220,207.01. (Fin.-Recommendation Pending) [Go to backup](#)

M. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

- M.1. Approve Final Acceptance of Project 09-1210 Municipal Office Building Parking Lot Improvements (625 52nd Street) completed by Cicchini Asphalt, LLC, (Kenosha, Wisconsin) - \$319,158.88. (2nd District) [Go to backup](#)

N. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC SAFETY & WELFARE

O. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS

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

LEGISLATIVE REPORT
MAYOR'S COMMENTS
ALDERMEN'S COMMENTS

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



**COMMON COUNCIL
OFFICIAL PROCEEDINGS**

Monday, March 14, 2011

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

**KENOSHA MUNICIPAL
BUILDING COUNCIL
CHAMBERS ROOM 200
Monday, March 14, 2011**

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

The meeting was called to order at 6:05 p.m.

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

The invocation was given by Alderperson x.

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

Five (5) Citizens spoke during Citizen's Comments: Keir Powell, Rick Rice, Jeff Weidner, Clifton Kerley, and Bob Wirth.

H. RESOLUTIONS

H.1. It was moved by Alderperson Michalski, seconded by Alderperson LaMacchia, to adopt Resolution 31-11. On roll call vote, motion carried unanimously and said resolution was thereupon adopted as follows:

RESOLUTION # 31-11

BY: The Mayor

Resolution to Rescind the 2010 – 2011 Labor Agreement Between the City of Kenosha and AFSCME, AFL-CIO, Local #71 And to Approve a New Successor 2011 - 2013 Labor Agreement
WHEREAS, both AFSCME, Local #71 membership and the Common Council previously ratified a labor agreement for 2010 – 2011; and WHEREAS, AFSCME, Local #71 has initiated discussions with the City respecting the extension of said contract; and WHEREAS, the parties have reopened the 2010 – 2011 labor agreement in order to address mutual concerns; and WHEREAS, the parties have reached a tentative agreement on modifying terms and conditions affecting members of Local #71 which are mutually beneficial to the union and the City; and WHEREAS, the Union has notified the City that their membership has ratified this tentative settlement agreement. NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Kenosha, Wisconsin that the 2010 – 2011 Labor Agreement with AFSCME, Local #71 be rescinded amended in accordance with the tentative agreements as attached (on file in the Office of the City Clerk) effective January 1, 2011.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

H.2. It was moved by Alderperson Nudo, seconded by Alderperson Green, to adopt Resolution 32-11.

H.2.1. It was moved by Alderperson Prozanski, seconded by Alderperson Lamacchia, to allow Alderperson Juliana to abstain.

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

RESOLUTION # 32-11

BY: THE MAYOR

Resolution to Approve a Successor Labor Agreement for 2011-2012 Between the City of Kenosha and Local #414, Kenosha Fire Fighters

WHEREAS, a voluntary tentative settlement agreement has been reached between the City of Kenosha and Local #414, Kenosha Fire Fighters; and WHEREAS, said tentative agreement provides for the same across-the-board wage terms as the Kenosha Professional Police Association for 2011-2012; and WHEREAS, the Union has notified the City that the membership has ratified this tentative settlement agreement. NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Kenosha, Wisconsin that the successor labor agreement for 2011-2012 between the City of Kenosha and Local #414, Kenosha Fire Fighters be approved in accordance with the tentative agreement as attached (on file in the Office of the City Clerk) and be effective January 1, 2011.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

ADJOURNMENT

There being no further business to come before the Common Council, it was moved by Alderperson Green, seconded by Alderperson LaMacchia, to adjourn at 6:30 p.m.

On a voice vote, motion carried.

Approved:

**KEITH G. BOSMAN
MAYOR**

Attest:

**MICHAEL HIGGINS
CITY CLERK/TREASURER**

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
Monday, March 21, 2011**

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

**KENOSHA MUNICIPAL
BUILDING COUNCIL
CHAMBERS ROOM 200
Monday, March 21, 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 7:18 p.m.

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

The invocation was given by Chief Morrissey.

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

It was moved by Alderperson Misner, seconded by Alderperson Green, to approve the minutes of the meeting held March 7, 2011.

Motion carried unanimously.

Zero (0) Citizens spoke during Citizen's Comments.

A. REFERRALS

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

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

- a. 16 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. 9 application(s) for a special Class "B" Beer and/or "Class B" Wine license per list on file in the office of the City Clerk.
 - d. There were no application(s) for a Taxi Driver's license per list on file in the office of the City Clerk.
- On a voice vote, motion carried.

C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS

C.1. It was moved by Alderperson Nudo, seconded by Alderperson Bostrom, to 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 Kasprowicz

A hearing was held. No one appeared. On a voice vote, motion carried.

C.2. It was moved by Alderperson Nudo, seconded by Alderperson Green, to approve the application of Ricardo Tagliapietra for new Operator's (Bartender) 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 Kennedy, to approve the following applications for a new Taxi Driver's license, subject to:

-40 demerit points:

- a. Kelly Peck

-55 demerit points:

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
Monday, March 21, 2011**

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

b. Brian Walraven

A hearing was held. No one appeared. On a voice vote, motion carried.

C.4. It was moved by Alderperson Nudo, seconded by Alderperson Green, to DENY the following application of Karen Felde for a new Taxi Driver's license, based on material police record.

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

C.5. It was moved by Alderperson Nudo, seconded by Alderperson Green, to DENY the following application application of Daryl Scott for a new Taxi Driver's license, based on material police record.

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

C.6. It was moved by Alderperson Bogdala, seconded by Alderperson Nudo, to refer 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 back to Licensing/Permit Committee. (17th District)

A hearing was held. The applicant, Doo S Choe, President, was present. On a voice vote, motion carried.

C.7. It was moved by Alderperson Nudo, seconded by Alderperson Juliana, to approve the Findings of Fact, Conclusions of Law and Recommendation to suspend for a period of 15 consecutive days, beginning on the date an order is served, and prohibits the sale of alcohol during the periods of 8:00 pm and 10:00 am, in the Matter of the Class "B" Beer/"Class B" Liquor License of La Cazuelas Mexican Grill, LLC, Sylvia Delagarza, Agent.

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

D. ORDINANCES 1ST READING

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

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]

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]

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".

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.

On a voice vote, motion carried.

E. ZONING ORDINANCES 1ST READING

F. ORDINANCES 2ND READING

F.1. It was moved by Alderperson Nudo, seconded by Alderperson Bostrom, to adopt Ordinance 15-11.

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:

ORDINANCE NO. 15-11

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

TO AMEND SECTION 7.115 A. OF THE CODE OF GENERAL ORDINANCES FOR THE CITY

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
Monday, March 21, 2011**

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

**OF KENOSHA, WISCONSIN, TO REMOVE AUTOMATIC TRAFFIC CONTROL SIGNALS AT
52nd STREET AND CHRYSLER DRIVEWAY (2700 BLOCK)**

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: 52nd Street & Chrysler Driveway (2700 Block)

Section Two: This Ordinance shall become effective upon passage and publication. 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: 52nd Street & Chrysler Driveway (2700 Block) Section Two: 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 16-11.

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:

ORDINANCE NO. 16-11

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

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
Monday, March 21, 2011**

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

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, 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

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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
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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.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

G.2. It was moved by Alderperson Nudo, seconded by Alderperson Juliana, to adopt Ordinance 18-11. A public hearing was held. No one spoke for or against said ordinance. On roll call vote, motion carried 15-1 (with Alderperson Bostrom voting nay) and said ordinance was thereupon adopted as follows:

**ZONING ORDINANCE NO. 18-11
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. 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

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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

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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

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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

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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.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

G.3. It was moved by Alderperson Nudo, seconded by Alderperson Green, to adopt Ordinance 19-11.

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

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

ZONING ORDINANCE NO. 19-11

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

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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.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

H. RESOLUTIONS

It was moved by Alderperson Nudo, seconded by Alderperson Kennedy, to adopt Resolutions 33-11 thru 38-11. On roll call vote, motion carried unanimously and said resolutions were thereupon adopted as follows:

H.1. RESOLUTION NO. 33-11

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 21st day of March, 2011.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

H.2. RESOLUTION NO. 34-11

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 21st 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: 39th Avenue - 67th Street to 75th Street NOW,

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
Monday, March 21, 2011**

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

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 1st 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 21st day of March, 2011.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

H.3. RESOLUTION NO. 35-11

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]**

BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that 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, be and hereby is removed and rescinded.

Adopted this 21st day of March, 2011.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

H.4. RESOLUTION NO. 36-11

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 23rd Avenue from 31st Street to 32nd Street is removed and rescinded. Adopted this 21st day of March, 2011.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

H.5. RESOLUTION NO. 37-11

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
Monday, March 21, 2011**

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

**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]

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 10th Avenue, 5100 Block is removed and rescinded. Adopted this 21st day of March, 2011.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

H.6. RESOLUTION NO. 38-11

BY: FINANCE COMMITTEE

**TO AMEND THE CITY OF KENOSHA CAPITAL IMPROVEMENT PROGRAM BY
CREATING LINE "T111-001 "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 T107-002 "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>
T111-001	Dept. Commerce Brownfield Project- Chrysler Engine Plant (2011)	-0-	3,500,000	3,500,000
T111-001	Dept. Commerce – Outside Funding (2011)	-0-	(1,000,000)	(1,000,000)
T107-002	Chrysler Project (2008)	(2,000,000)	-0-	(2,000,000)

Adopted this 21st day of March, 2011.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

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

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
Monday, March 21, 2011**

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

J. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

K. OTHER CONTRACTS AND AGREEMENTS

- It was moved by Alderperson Nudo, seconded by Alderperson Kennedy, to approve items K1 thru K6:
- K.1. Contract by and between the City and Droprite Tree & Landscape, LLC, (Somers, Wisconsin) (in the amount of \$97,695.00).
- K.2. Contract by and between the City and Trees “R” Us, Inc,(Wauconda, Illinois) (in the amount of \$76,000.00).
- K.3. Contract by and between the City and Paul Swartz Nursery & Garden Shop, Inc, (Burlington, Wisconsin)(in the amount of \$33,975.00).
- K.4. Brownfields Grant Contract between the Wisconsin Department of Commerce and the City of Kenosha.
- K.5. Addendum to Professional Services Agreement with Mandlik and Rhodes Information Systems, Inc. for Redemption Processing of Yardwaste Coupons.
- K.6. Professional Services Agreement with AECOM Technical Services, Inc. for Pennoyer Beach Stormwater Best Management Practices as part of the Great Lakes Restoration Initiative Grant.
On roll call vote, motion carried unanimously (Alderperson Misner voted nay on items K1 & K2).
- K.7. It was moved by Alderperson Ohnstad, seconded by Alderperson Kennedy, to approve as amended to change June 30, 2011 to April 30, 2011:
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.
On roll call vote, motion carried 15-1 (with Alderperson Bogdala voting nay).

L. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

- L.1. It was moved by Alderperson Kennedy, seconded by Alderperson Green, to approve Disbursement Record #4 – \$7,083,644.42.
On roll call vote, motion carried unanimously.
- L.2. It was moved by Alderperson Nudo, seconded by Alderperson Bostrom, to go into closed session at 7:50pm.
On roll call vote, motion carried unanimously.
- L.2.1 It was moved by Alderperson LaMacchia, seconded by Alderperson Michalski, to reconvene into open session at 8:03 pm.
- L.2.2 It was moved by Alderperson Bogdala, seconded by Alderperson Kennedy, to DENY the Claim of Victor Zelada.
On roll call vote, motion carried 15-1 (with Alderperson Marks voting nay).
- L.3. It was moved by Alderperson Bogdala, seconded by Alderperson Ohnstad, to go into closed session at 8:06 pm.
On roll call vote, motion carried unanimously.
- L.3.1 It was moved by Alderperson Bogdala, seconded by Alderperson Nudo, to reconvene into open session at 8:13pm.
- L.3.2 It was moved by Alderperson Bogdala, seconded by Alderperson Green, to DENY the 2010 Claim for Excessive Assessment by Target Corporation pursuant to Wisconsin Statutes Section 74.37, Tax Parcel No. 03-122-03-365-0001.
On roll call vote, motion carried unanimously.

M. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

- M.1. It was moved by Alderperson Nudo, seconded by Alderperson Juliana to separate item a from b.
On a voice vote, motion carried.
- M.1.1 It was moved by Alderperson Nudo, seconded by Alderperson Juliana, to approve the Final

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
Monday, March 21, 2011**

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

Acceptance of Project:

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)

On roll call vote, motion carried unanimously.

M.1.2 It was moved by Alderperson Green, seconded by Alderperson Marks, to approve the Final Acceptance of Project:

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)

On roll call vote, motion carried 10-6 (with Alderpersons Ruffalo, Ruffolo, Nudo, Bostrom, Misner, Bogdala voting nay).

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

O. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS

O.1. It was moved by Alderperson Nudo, seconded by Alderperson Orth, to table the Conditional Use Permit for a 47-unit senior assisted living facility to be located at 1870 27th Avenue (District #5). (Celebre Place).

On roll call vote, motion carried unanimously.

ADJOURNMENT

There being no further business to come before the Common Council, it was moved by Alderperson Bostrom, seconded by Alderperson Michalski, to adjourn at 8:20 p.m. On a voice vote, motion carried.

Approved:

**KEITH G. BOSMAN
MAYOR**

Attest:

**MICHAEL HIGGINS
CITY CLERK/TREASURER**

Michael K. Higgins
City Clerk – Treasurer

Debra L. Salas
Deputy City Clerk-Treasurer



CITY OF KENOSHA
Department of
City Clerk/Treasurer

March 24, 2011

To: Common Council

C: Mayor, City Administrator

From: Michael Higgins, City Clerk/Treasurer

A handwritten signature in black ink, appearing to read 'Michael Higgins', written over the printed name in the 'From' field.

Subject: Voluntary Surrender

Dear Members of Common Council:

The following license has been voluntarily surrendered to the City Clerk:

- Class "B" Beer/"Class C" Wine, Golden Dragon Buffet, Qing Hua Lin, Agent,
3442-52nd Street

Should you have any questions, please do not hesitate to contact me.

Operator (Bartender) License Police Record Report
Applicant Information

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
3/17/11	VALID	Leeann Behnke	9/25/77

Address of Applicant:	Business (where license is to be used):	Business Address:
6526 30th Ave		
License Number: N232		Expiration Date: 6/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
08-22-07	ANIMAL AT LARGE CH. 14	GUILTY	Y	0

City Attorney Recommendation:

Offense Demerit Points (above)	0
Were all Offenses Listed on Application?	
Total Demerit Points	0

<input checked="" type="checkbox"/>	Grant, Subject to	0	Demerit Points
<input type="checkbox"/>	DENY, based on material police record (substantially related to the license activity)		
<input type="checkbox"/>	DENY, false application		
City Attorney Comments:			

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

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
3/2/11	VALID	Charity J Christman	5/9/75

Address of Applicant:	Business (where license is to be used):	Business Address:
430 Blaine Ave, Racine, WI 53405	Gianni's	
License Number: N243		Expiration Date: 6/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
09-20-06	OPERATING WHILE INTOXICATED	GUILTY	Y	20

City Attorney Recommendation:

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

<input checked="" type="checkbox"/>	Grant, Subject to	20	Demerit Points
	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:
2/16/11	SUSPENDED	Michelle J Steadman	1/2/84

Address of Applicant:	Business (where license is to be used):	Business Address:
7616 38th Ave	Goodfellas	5706 6 th Ave
License Number:N211		Expiration Date:6/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
01-01-11	OPERATING WHILE INTOXICATED- BLOOMFIELD TOWN PD	GUILTY	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:
3/14/11	VALID	Kyle P Fonk	5/26/81

Address of Applicant:	Business (where license is to be used):	Business Address:
7840 22nd Ave		

License Number: N221

Expiration Date: 6/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
03-08-08	OPERATING WHILE INTOXICATED	GUILTY	Y	20

City Attorney Recommendation:

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

<input checked="" type="checkbox"/>	Grant, Subject to	20	Demerit Points
	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:
3/15/11	VALID	Timothy Cole	5/12/72

Address of Applicant:	Business (where license is to be used):	Business Address:
9918 66th St		

License Number: N223

Expiration Date: 6/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
02-20-11	LIQUOR LICENSE VIOLATION	DISPO PENDING	Y	20

City Attorney Recommendation:

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

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

Operator (Bartender) License Police Record Report
Applicant Information

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
3/18/11	SUSPENDED	Destinee N Cieply	11/30/90

Address of Applicant:	Business (where license is to be used):	Business Address:
8651 22nd Ave Apt 21	The Animal House	3322 Sheridan Rd

License Number: N239

Expiration Date: 6/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
05-10-09	OPERATING WHILE SUSPENDED	GUILTY	Y	0
12-06-08	DC/LOUD MUSIC	GUILTY	Y	20
08-28-07	RESIST/OBSTRUCT OFFICER	GUILTY	Y	40

City Attorney Recommendation:

Offense Demerit Points (above)	60
Were all Offenses Listed on Application?	
Total Demerit Points	60

X	Grant, Subject to	60	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 BEER/LIQUOR LICENSE**

Check One:

<input checked="" type="checkbox"/>	Class "A" Retail Beer
<input type="checkbox"/>	Class "B" Beer Only
<input type="checkbox"/>	Class "B" Beer/"Class B" Liquor Combination

Amended
RECEIVED
MAR 31 2011
CITY OF KENOSHA
CITY CLERK TRAINED
RL

1. Applicant Name BP of 75th ST. INC
2. Business Name BP

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 Assessed Value of Property 1309100

e. Assessed Value of Personal Property (furniture, fixtures, equipment) to be used in the business 8600

4. Number of Full Time Employees 3 Number of Part Time Employees 3

5. Gross Monthly Revenue
According to Section 10.03, applicants must come within 70% of the estimate for alcohol beverages after one full license term or the license may be subject to revocation. Also, according to Section 4.05, smoking is prohibited in restaurants. However, restaurants and/or taverns holding a Class "B" Fermented Malt Beverage or "Class B" Intoxicating Liquor license may permit smoking in the entire establishment or full service bar area if beer/liquor gross receipts account for 33-50% (smoking limited to full service bar area) or more than 50% (smoking permitted in entire establishment). Licensees are required to file an affidavit at the time of license renewal as a condition of the operator permitting smoking in a restaurant or tavern.

Gross Monthly Revenue	
Alcoholic Beverages	<u>2,000</u>
Food	<u>25,000</u>
Other (specify)	<u>6,000 + 450,000</u>
Total Gross Monthly Revenue	<u>483,000</u>

Basis for estimates

6. Explain how the issuance of this license will benefit the City:
SAME TAX REVENUES when TRANSFER the BEER LICENSE.

7. List other factors the Common Council should consider:
AGENT has sold BEER for MANY YEARS IN KENOSHA
All STAFF has sold beer for many years and have License.

Applicant Signature *[Signature]*

FOR OFFICE USE ONLY

Within a 6 block radius:
Class "B" Beer only _____ Class B Combination _____ Class "A" Beer _____ "Class A" Liquor _____ "Class C" Wine _____

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

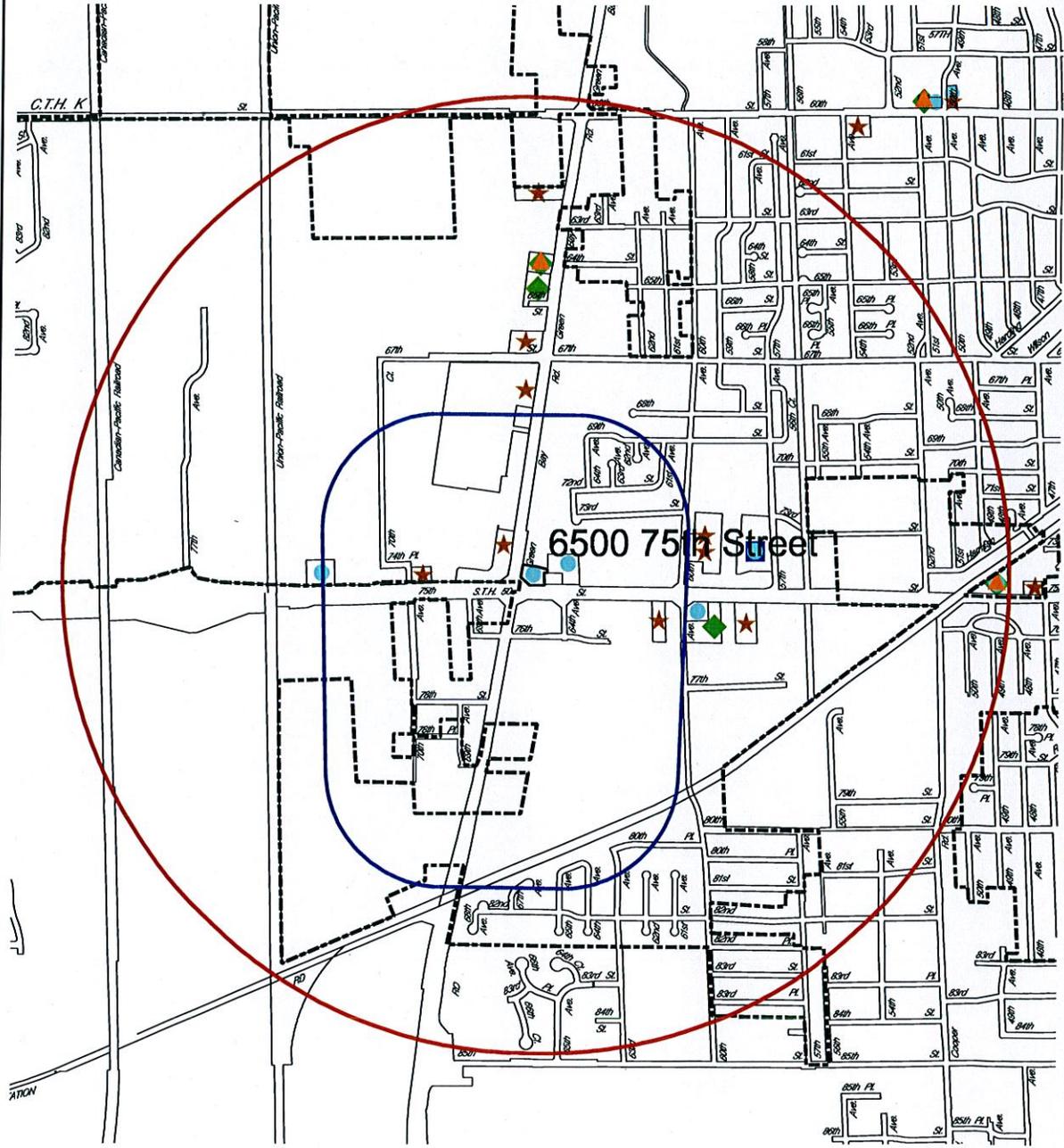
City Attorney Recommendation:

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

*Offense not listed = 25 demerit points.

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

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



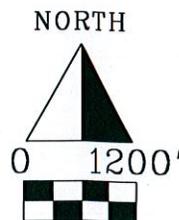
- Class "A"
- "Class A"
- ◆ Class "B"
- ★ Class "B" & "Class B"
- ▲ "Class C"

— 5,280 ft from Applicant

— 6 blocks from Applicant

5,280 ft Radius	Class				
	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

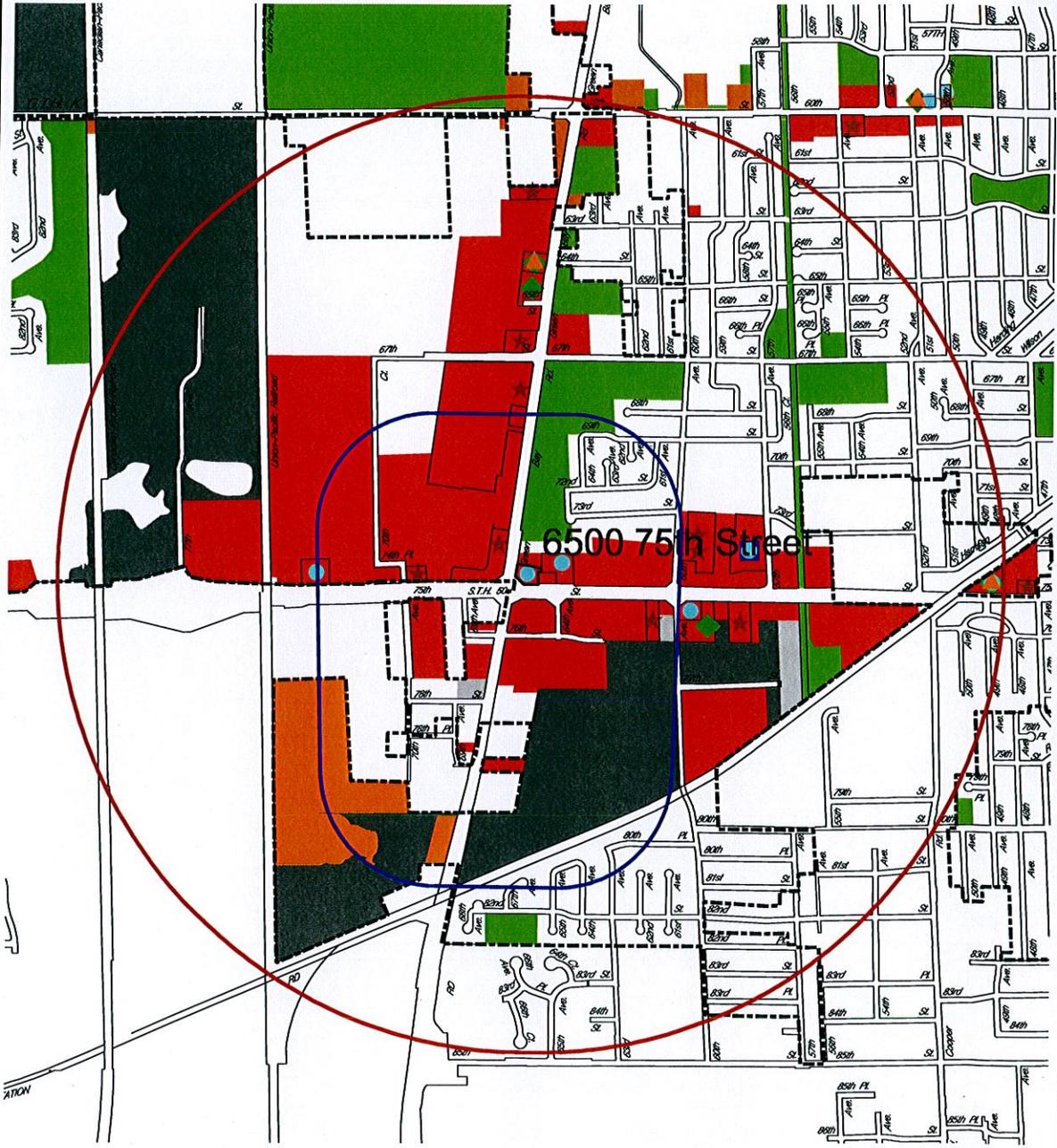
6 Block Radius	Class				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	2	1	0	2	0
Other Districts	0	0	0	0	0



--- Municipal Boundary

DCD ~ City Clerk ~ MH ~ DSH ~ 3-7-2011 ~ mc

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 "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 "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

NORTH



DCD ~ City Clerk ~ MH ~ DSH ~ 3-7-2011 ~ mc

**CITY OF KENOSHA STATEMENT OF ECONOMIC IMPACT
APPLICATION FOR A NEW BEER/LIQUOR LICENSE**

Check One:

<input type="checkbox"/>	Class "A" Retail Beer
<input type="checkbox"/>	Class "B" Beer Only
<input checked="" type="checkbox"/>	Class "B" Beer/"Class B" Liquor Combination

1. Applicant Name COBE, LLC
 2. Business Name HYDRATE MARGARITA LOUNGE

3. Property Information

- a. Address 621-56th ST. KENOSHA, WI 53140
- b. Owner COUNTRYSIDE MANAGEMENT, LLC
- 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 4700 Assessed Value of Property \$382,000
- e. Assessed Value of Personal Property (furniture, fixtures, equipment) to be used in the business ESTIMATED TO BE \$15,000.

4. Number of Full Time Employees 2 Number of Part Time Employees 3

5. Gross Monthly Revenue

According to Section 10.03, applicants must come within 70% of the estimate for alcohol beverages after one full license term or the license may be subject to revocation. Also, according to Section 4.05, smoking is prohibited in restaurants. However, restaurants and/or taverns holding a Class "B" Fermented Malt Beverage or "Class B" Intoxicating Liquor license may permit smoking in the entire establishment or full service bar area if beer/liquor gross receipts account for 33-50% (smoking limited to full service bar area) or more than 50% (smoking permitted in entire establishment). Licensees are required to file an affidavit at the time of license renewal as a condition of the operator permitting smoking in a restaurant or tavern.

Gross Monthly Revenue	
Alcoholic Beverages	\$5000.00
Food	\$3500.00
Other (specify)	—
Total Gross Monthly Revenue	\$8500.00

Basis for estimates
EXPERIENCE IN FOOD & BEVERAGE INDUSTRY.

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

THE RESTAURANT/LOUNGE WILL HELP DRIVE TRAFFIC TO THE DOWNTOWN AREA. IT WILL PROVIDE A DIFFERENT TYPE OF AMENITY FOR KENOSHA RESIDENTS, WILL HELP ADD A TAX BASE.

7. List other factors the Common Council should consider:

THE MEMBERS HAVE A LARGE EXPERIENCE IN THIS INDUSTRY AND WANT TO RUN A FINE/CASUAL MEXICAN RESTAURANT THAT THE DOWNTOWN AREA DOES NOT HAVE.

Applicant Signature Blaine McIntyre

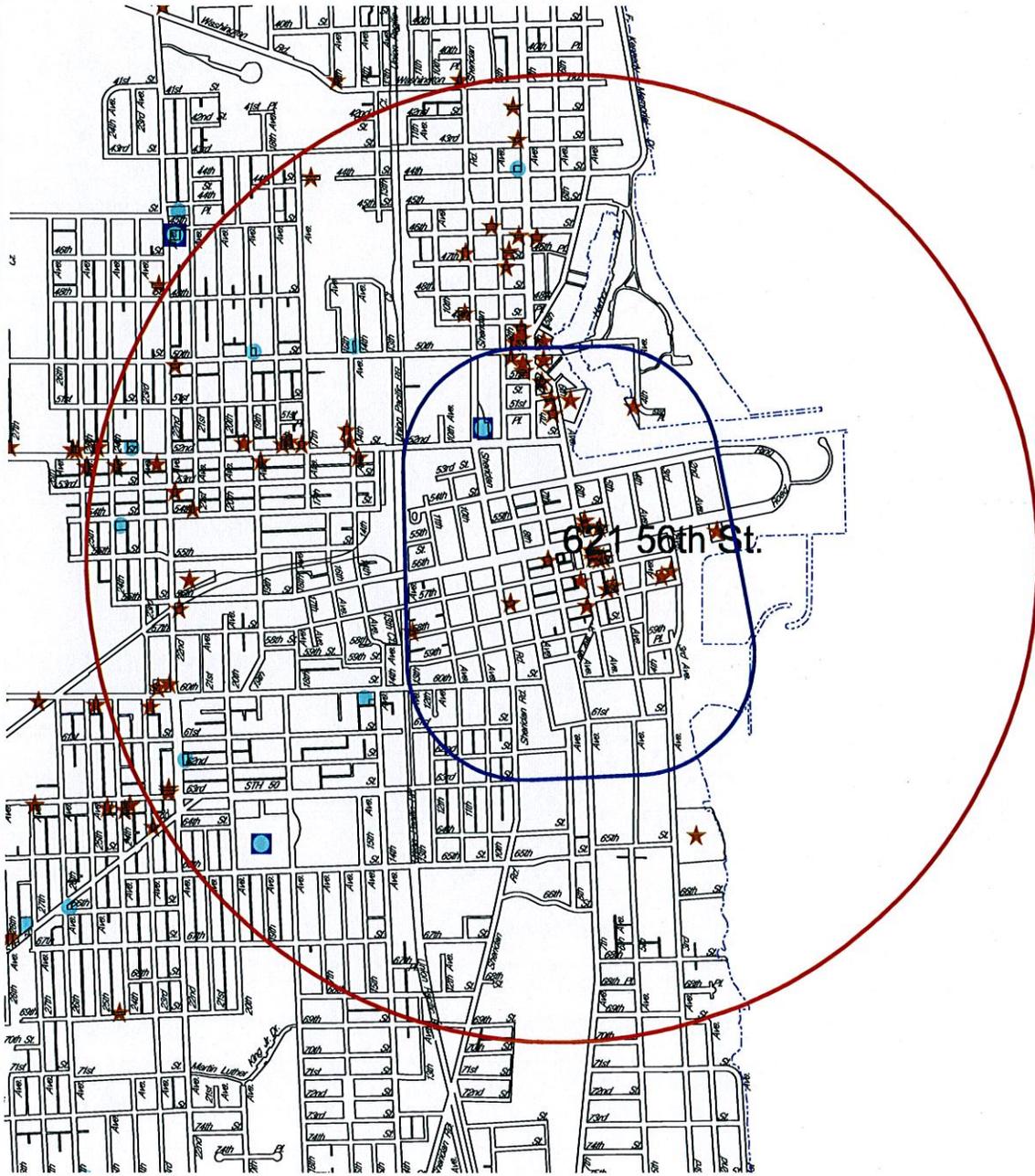
FOR OFFICE USE ONLY

Within a 6 block radius:

Class "B" Beer only _____ Class B Combination _____ Class "A" Beer _____ "Class A" Liquor _____ "Class C" Wine _____

City of Kenosha

Class "B" Beer/"Class B" Liquor Combination Application
621 56th 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	Class				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	3	0
Business Districts	9	2	0	58	0
Other Districts	0	0	0	1	0

6 Block Radius	Class				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	1	1	0	26	0
Other Districts	0	0	0	0	0

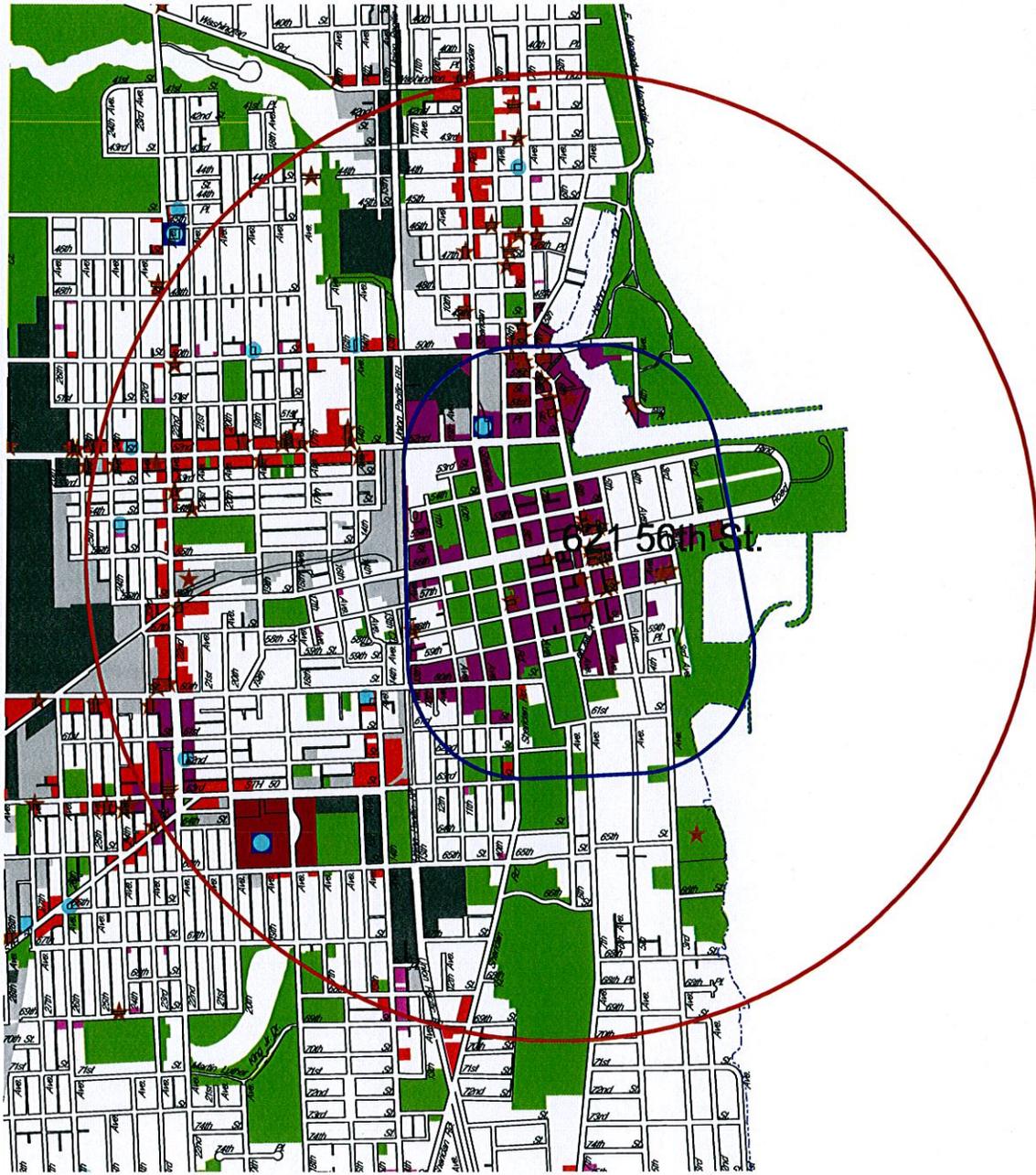


DCD ~ City Clerk ~ MH ~ DSH ~ 2-17-2011 ~ mc

Common Council Agenda Item #C.3

City of Kenosha

Class "B" Beer/"Class B" Liquor Combination Application 621 56th 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				
	Class "A"	"Class A"	Class "B"	Classes "B" & "Class B"	"Class C"
Residential Districts	0	0	0	3	0
Business Districts	9	2	0	58	0
Other Districts	0	0	0	1	0

6 Block Radius	Class				
	Class "A"	"Class A"	Class "B"	Classes "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	1	1	0	26	0
Other Districts	0	0	0	0	0



DCD ~ City Clerk ~ MH ~ DSH ~ 2-17-2011 ~ mc

Common Council Agenda Item #C.3

**CITY OF KENOSHA STATEMENT OF ECONOMIC IMPACT
APPLICATION FOR A NEW BEER/LIQUOR LICENSE**

Check One:

<input type="checkbox"/>	Class "A" Retail Beer
<input type="checkbox"/>	Class "B" Beer Only
<input checked="" type="checkbox"/>	Class "B" Beer/"Class B" Liquor Combination

1. Applicant Name John Louis Pasquali
 2. Business Name Sloooow Jo's

3. Property Information

- a. Address 504 57th Street
 b. Owner 504 Place LLC
 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 1370 Assessed Value of Property \$167,400
 e. Assessed Value of Personal Property (furniture, fixtures, equipment) to be used in the business \$13,000

4. Number of Full Time Employees 1 Number of Part Time Employees 7

5. Gross Monthly Revenue

According to Section 10.03, applicants must come within 70% of the estimate for alcohol beverages after one full license term or the license may be subject to revocation. Also, according to Section 4.05, smoking is prohibited in restaurants. However, restaurants and/or taverns holding a Class "B" Fermented Malt Beverage or "Class B" Intoxicating Liquor license may permit smoking in the entire establishment or full service bar area if beer/liquor gross receipts account for 33-50% (smoking limited to full service bar area) or more than 50% (smoking permitted in entire establishment). Licensees are required to file an affidavit at the time of license renewal as a condition of the operator permitting smoking in a restaurant or tavern.

Gross Monthly Revenue

Alcoholic Beverages	3,000.00
Food	1,500.00
Other (specify)	
Total Gross Monthly Revenue	4,500.00

Basis for estimates

30 years experience

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

Downtown is the core of the city, and a city must have a good core. Let's push the envelope and make downtown a strong business area.

7. List other factors the Common Council should consider:

I will give you 100% in this area. Don't look at just facts and figures of a business. Look at how much character and passion an owner will put into a business. I will do that.

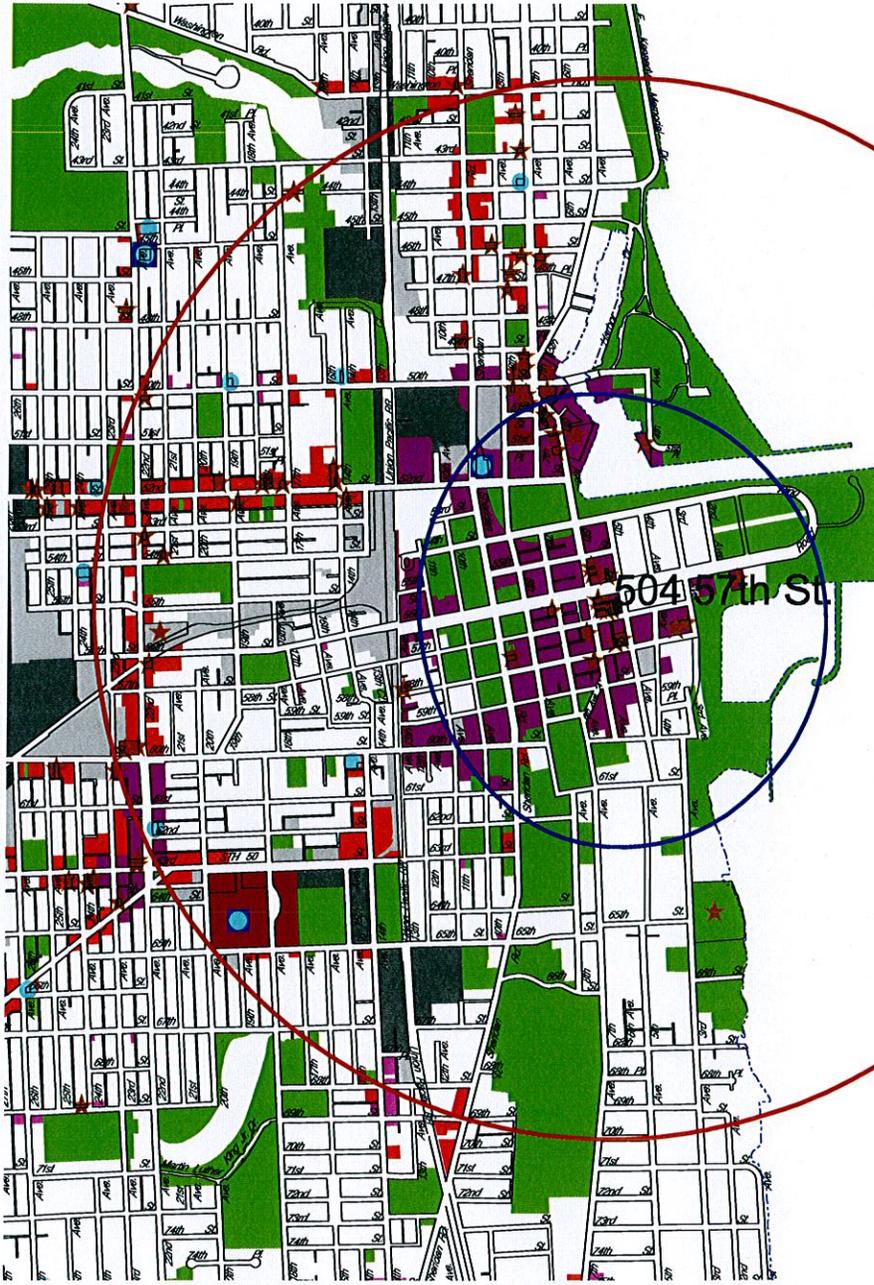
Applicant Signature John Pasquali

FOR OFFICE USE ONLY

Within a 6 block radius:
 Class "B" Beer only _____ Class B Combination _____ Class "A" Beer _____ "Class A" Liquor _____ "Class C" Wine _____

City of Kenosha

Class "B" Beer/"Class B" Liquor Combination Application
504 57th 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

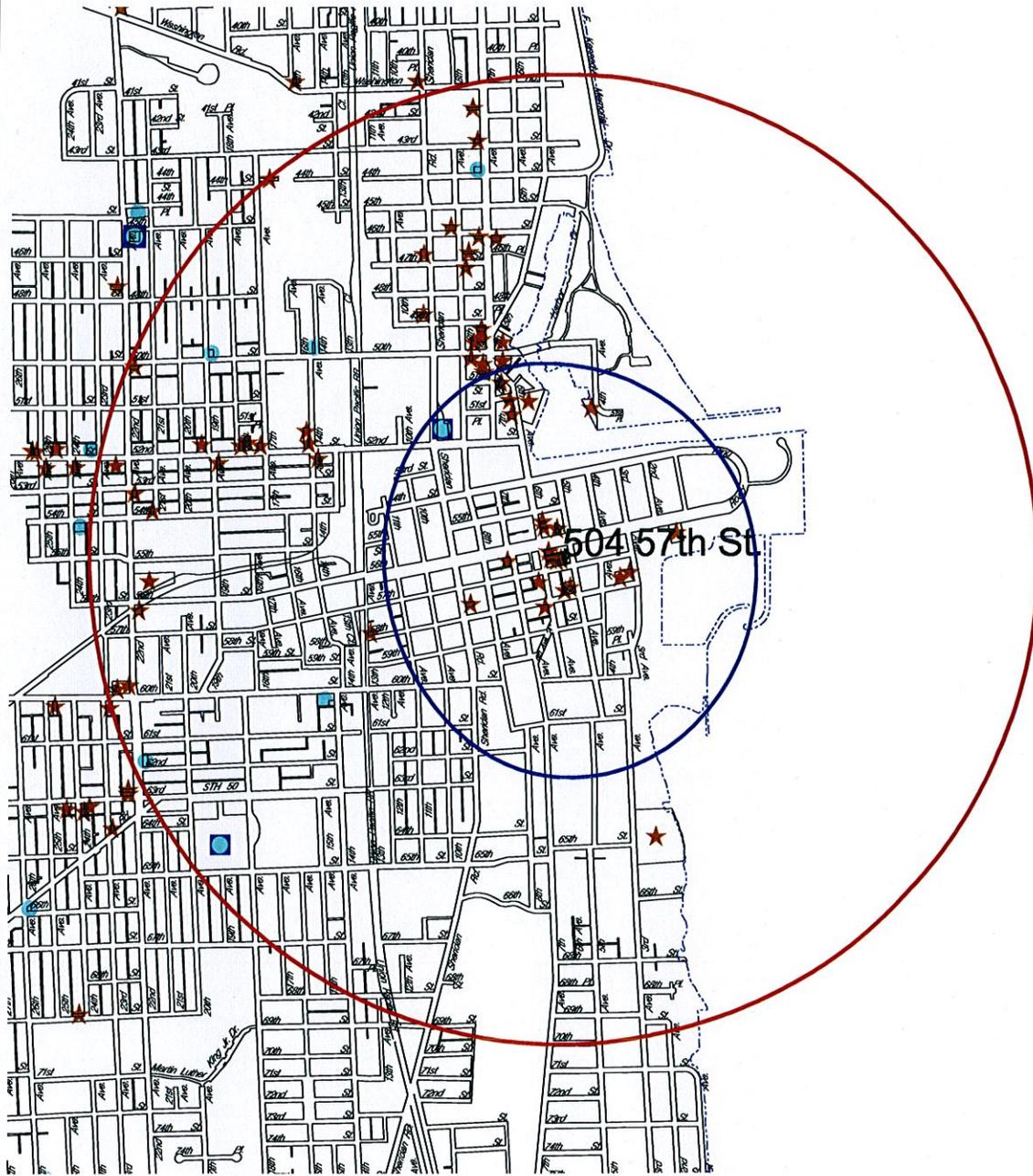
5,280 ft Radius	Districts				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	3	0
Business Districts	7	2	0	54	0
Other Districts	0	0	0	1	0

6 Block Radius	Districts				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	1	1	0	21	0
Other Districts	0	0	0	0	0



City of Kenosha

Class "B" Beer/"Class B" Liquor Combination Application
504 57th Street



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

— 5,280 ft from Applicant

5,280 ft Radius	Class				
	Class "A"	Class A	Class "B"	Class "B" & Class B	Class C
Residential Districts	0	0	0	3	0
Business Districts	7	2	0	54	0
Other Districts	0	0	0	1	0

— 6 blocks from Applicant

6 Block Radius	Class				
	Class "A"	Class A	Class "B"	Class "B" & Class B	Class C
Residential Districts	0	0	0	0	0
Business Districts	1	1	0	21	0
Other Districts	0	0	0	0	0



Type 210
Fee: \$150.00

Application for Outdoor Extension of Retail Class "B" Liquor, "Class C" Wine
and/or Class "B" Beer License(s) City Ordinance 10.075

Complete Sections 1 -8, sign on page 2.

Clerk: Submit to Neighborhood Services & Inspections Department (Room 100) for
Preliminary Review

1 Name of Applicant: ~~MARK T. GERBER~~ Gerber's Pub of Kenosha Inc

2 Address of beer/liquor licensed premises for which an outdoor extension is being applied for: 779 50TH STREET

3 Business Name: CHAMPIONS SPORTS BAR

4 Home Phone: 262 652 7079 Business Phone: 262 605 7811 E-mail: M.Gerber.67@Kenosha.com

5 What type of activity is planned for the outdoor area? Smoking TOBACCO / BEER, WINE ALCOHOL

6 A detailed map describing the outdoor area is required. Check here if map is attached.

7 Will a fence not less than four (4) feet high and no greater than six (6) feet high surround the outdoor area sought to be within the description of the Class "B", "Class B" and/or "Class C" licensed premises? Yes No. NOTE: The Common Council may waive this requirement. Submit #9a Fence Waiver listed below. "Waiver Criteria"

a. If a fence will surround the outdoor area sought to be within the licensed premises, complete the enclosed "Outdoor Extension Fence Permit Application?" Check here if application is attached.

8 a. THE CLOSING HOURS FOR AN OUTDOOR EXTENSION ARE 10:00 P.M. TO 8:00 A.M. You may request to change these hours to 12:00 midnight to 8:00 a.m. Check here if a request to change the closing hours to this application is attached.

b. Music shall be permitted from 10:00 A.M. TO 9:00 P.M. (cabaret license required) Where the outdoor area does not have boundaries within three hundred feet (300') of any residentially zoned property from 10:00 A.M. To 10:00 P.M. (cabaret license required)

For Office Use Only: To be completed by Neighborhood Services and Inspection staff:

a. Zoning Classification: D3 (If zoned single-family residential, waiver required choose #9c or #9d)

b. The outdoor area sought is twenty-five (25) feet or more from any single-family dwelling? Yes No (If no, waiver required choose waiver #9b, #9c or #9d)
*Requirement shall not apply to two-family, multi-family, B-1, B-2, B-3, B-4 districts, or dwellings within twenty-five (25) feet of said boundary if occupied by the applicant and/or his/her immediate family and no others.

c. The outdoor area has boundaries within three hundred feet (300') of any residentially zoned property (If no, music is permitted from 10:00 A.M. TO 10:00 P.M., cabaret license required)

Distance from nearest single-family dwelling: 254' Preliminary approval granted: Yes No

Waiver Required? Yes No If yes, which waiver is required: 9b 9c 9d

By: Paula Bliese Zoning Coordinator Inspection Date: 3/11/11

9. Waiver Criteria:

A waiver from the single-family zoning and dwelling distance requirement and/or fence requirements may be waived by the Common Council upon submittal of appropriate waiver:

- Waiver 9a. Fence Waiver- The business is categorized as a restaurant within the meaning of Chapter 125, Wisconsin Statutes. "Restaurant" means any building, room or place where meals are prepared or served or sold to transients or the general public, and all places used in connection with it and includes any public or private school lunchroom for which food service is provided by contract. "Meals" does not include soft drinks, ice cream, milk, milk drinks, ices and confections. "Restaurant" does not include: (a) Taverns that serve free lunches consisting of popcorn, cheese, crackers, pretzels, cold sausage, cured fish or bread and butter.
- Waiver 9b. Premise is located wholly within an area zoned Institutional Park (IP).
- Waiver 9c. The business is categorized as a restaurant as defined by Section 5.046 A 9. *Restaurant*. *Restaurant* shall be defined as any building or room where, as the establishment's primary business, food and/or beverages are prepared or served or sold to transients or the general public, and where the sale of Alcohol Beverages account for less than fifty (50%) percent of the establishment's gross receipts in the B-1, B-2, B-3 or B-4 Zoning Districts.
- Waiver 9d. The outdoor area sought to be within the licensed premise is an *Outdoor Dining Area* authorized by and subject to a permit under Section 5.046 of the General Code of Ordinances.

Attach the appropriate waiver and submit to the City Clerk's Office at least fourteen (14) days before a Common Council meeting. Common Council meetings are held the 1st and 3rd Mondays of each month.

Waiver attached Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided for by law, the undersigned states that each of the above questions has been truthfully answered to the best of his/hier/their knowledge. Applicant acknowledges receiving a copy of Ordinance 10.075 and agrees to comply with its terms and conditions should this application be approved. (Individual applicants and each member of a partnership must sign; designated corporate officers must sign)

[Signature]

 (President/Partner/Individual)

 (Corporate Officer/Partner)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 11 DAY OF March 2011 *(pb)*
Dee S. Hoff
 Notary Public, My commission expires 01/19/11

For Office Use Only – To be Completed by City Clerk Staff

Date Received: 3/11/11 Council Date _____ Waiver Approved? _____
 #Demerit Points _____

*pursuant to Section 10.063, accumulation of more than 50 demerit points shall be a basis for denial, revocation or suspension of the outdoor area.



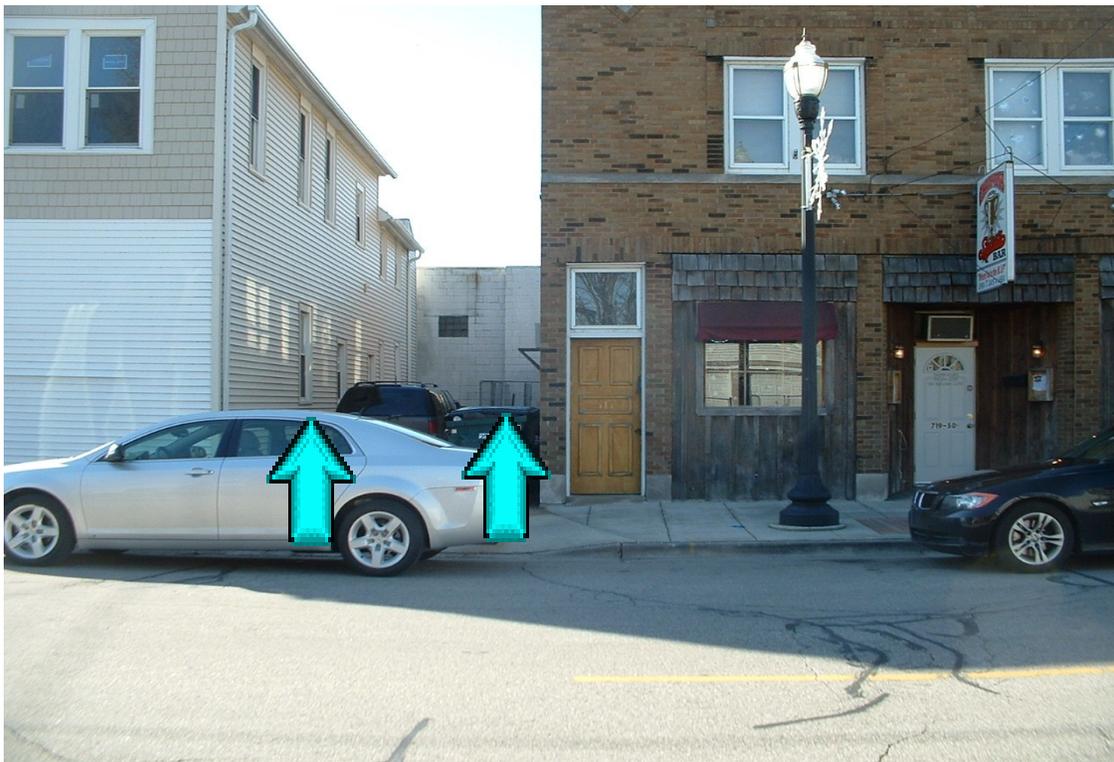
City of Kenosha
Department of Neighborhood
Services and Inspections
625 52nd Street • Kenosha, WI 53140
262.653.4263

OUTDOOR EXTENSION
Zoning Review

CHAMPIONS SPORTS BAR
719 - 50th Street

District: 2

1. Subject property is not located within an area zoned residential.
2. Subject property is zoned B-3 (Central Business District). The proposed outdoor extension area abuts B-3 parcels, and is not within 25' of a single-family dwelling. The outdoor extension area shall be located within the corridor, located west of the building.
3. The applicant will be installing a 4' high fence, along the front lot line, from the west edge of the building to edge of the building located at 713 50th Street.
4. To date, a fence permit application has not been filed, therefore clarification as to the type of fencing shall be discussed at the Licensing & Permit Committee meeting.

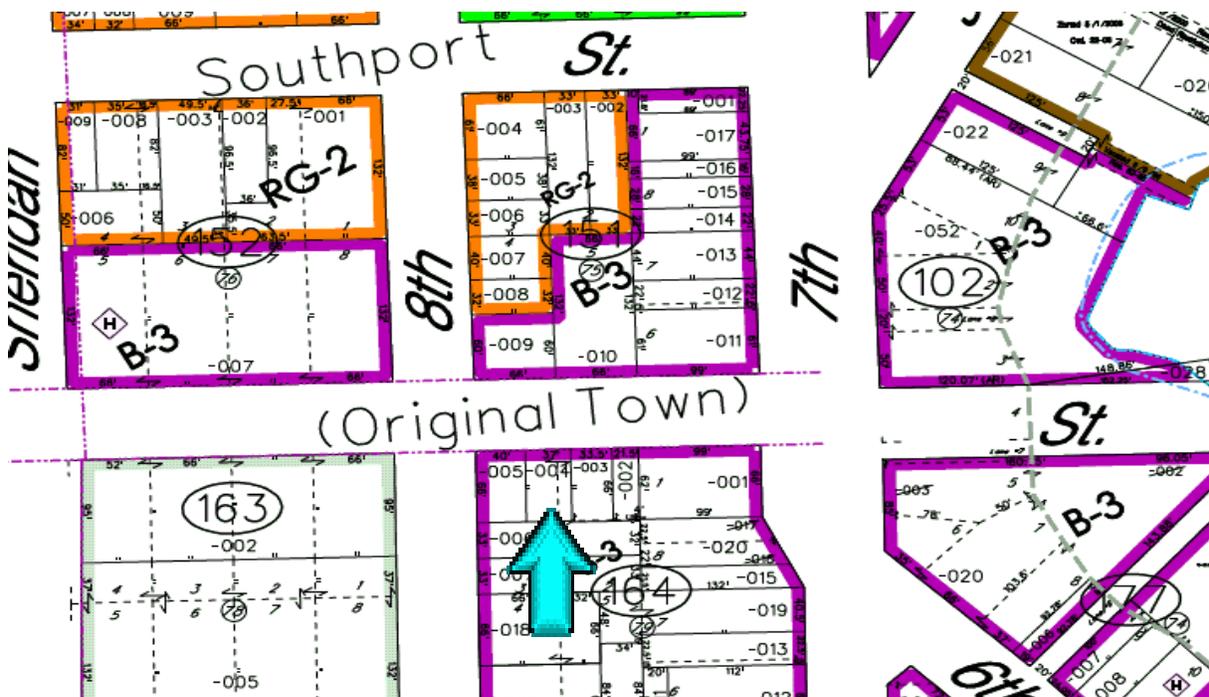




View of corridor to be utilized for outdoor extension area
 Motor vehicles will not utilize the corridor

Patrons will access the outdoor extension area from two side doors located along the southwest side of the building (see arrow)

ZONING MAP



REVIEW CONDUCTED BY:

Paula Blise

Date: 3.14.11

Paula Blise, Zoning Coordinator

:PAB

Common Council Agenda Item #C.5

Type 210
Fee: \$150.00

Application for Outdoor Extension of Retail Class "B" Liquor, "Class C" Wine
and/or Class "B" Beer License(s) City Ordinance 10.075

Complete Sections 1-8, sign on page 2.

Clerk: Submit to Neighborhood Services & Inspections Department (Room 100) for
Preliminary Review

1 Name of Applicant: [Redacted] LA Fajata LLC

2 Address of beer/liquor licensed premises for which an outdoor extension is being applied for: 3300 Sheridan Rd

3 Business Name: LA Fajata

4 Home Phone: 847 658 3311 Business Phone: 262 654 9900 E-mail: dino@lafajata.com

5 What type of activity is planned for the outdoor area? Food/Cocktails

6 A detailed map describing the outdoor area is required. Check here if map is attached.

7 Will a fence not less than four (4) feet high and no greater than six (6) feet high surround the outdoor area sought to be within the description of the Class "B", "Class B" and/or "Class C" licensed premises? Yes No NOTE: The Common Council may waive this requirement. Submit #9a Fence Waiver listed below. Waiver Criteria:

a. If a fence will surround the outdoor area sought to be within the licensed premises, complete the enclosed "Outdoor Extension Fence Permit Application". Check here if application is attached.

8 a. THE CLOSING HOURS FOR AN OUTDOOR EXTENSION ARE 10:00 P.M. TO 8:00 A.M. You may request to change these hours to 12:00 midnight to 8:00 a.m. Check here if a request to change the closing hours to this application is attached.

b. Music shall be permitted from 10:00 A.M. TO 9:00 P.M. (cabaret license required) Where the outdoor area does not have boundaries within three hundred feet (300') of any residentially zoned property from 10:00 A.M. TO 10:00 P.M. (cabaret license required)

For Office Use Only: To be completed by Neighborhood Services and Inspection staff:

a. Zoning Classification: B-2 (If zoned single-family residential, waiver required; choose #9c or #9d)

b. The outdoor area sought is twenty-five (25) feet or more from any single-family dwelling? Yes No (If no, waiver required; choose waiver #9b, #9c or #9d)
**Requirement shall not apply to two-family, multi-family, B-1, B-2, B-3, B-4 districts, or dwellings within twenty-five (25) feet of said boundary, if occupied by the applicant and/or his/her immediate family and no others*

c. The outdoor area has boundaries within three hundred feet (300') of any residentially zoned property.
 Yes No (If no, music is permitted from 10:00 A.M. TO 10:00 P.M., cabaret license required)

Distance from nearest single-family dwelling: 100' Preliminary approval granted: Yes No

Waiver Required? Yes No If yes, which waiver is required 9b 9c 9d

By: [Signature] Zoning Coordinator Inspection Date: 3/24/11

9. Waiver Criteria:

A waiver from the single-family zoning and dwelling distance requirement and/or fence requirements may be waived by the Common Council upon submittal of appropriate waiver:

Waiver 9a Fence Waiver-The business is categorized as a restaurant within the meaning of Chapter 125, Wisconsin Statutes. "Restaurant" means any building, room or place where meals are prepared or served or sold to transients or the general public, and all places used in connection with it and includes any public or private school lunchroom for which food service is provided by contract. "Meals" does not include soft drinks, ice cream, milk, milk drinks, ices and confections. "Restaurant" does not include: (a) Taverns that serve free lunches consisting of popcorn, cheese, crackers, pretzels, cold sausage, cured fish or bread and butter.

Waiver 9b Premise is located wholly within an area zoned Institutional Park (IP).

Waiver 9c The business is categorized as a restaurant as defined by Section 5.046 A.9. *Restaurant*. Restaurant shall be defined as any building or room where, as the establishment's primary business, food and/or beverages are prepared, or served or sold to transients or the general public, and where the sale of Alcohol Beverages account for less than fifty (50%) percent of the establishment's gross receipts in the B-1, B-2, B-3, or B-4 Zoning Districts.

Waiver 9d The outdoor area sought to be within the licensed premise is an *Outdoor Dining Area* authorized by and subject to a permit under Section 5.046 of the General Code of Ordinances.

Attach the appropriate waiver and submit to the City Clerk's Office at least fourteen (14) days before a Common Council meeting. Common Council meetings are held the 1st and 3rd Mondays of each month.

Waiver attached Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided for by law, the undersigned states that each of the above questions has been truthfully answered to the best of his/her/their knowledge. Applicant acknowledges receiving a copy of Ordinance 10.075 and agrees to comply with its terms and conditions should this application be approved. (Individual applicants and each member of a partnership must sign; designated corporate officers must sign)

(President/Partner/Individual)

(Corporate Officer/Partner)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 18th DAY OF March 2011

Notary Public, My commission expires 6/19/2011
Dues-1400

For Office Use Only – To be Completed by City Clerk Staff

Date Received 3/18/11 Council Date _____ Waiver Approved? _____

#Demerit Points _____

*pursuant to Section 10.063, accumulation of more than 50 demerit points shall be a basis for denial, revocation or suspension of the outdoor area.



City of Kenosha
Department of Neighborhood
Services and Inspections
625 52nd Street • Kenosha, WI 53140
262.653.4263

OUTDOOR EXTENSION
Zoning Review

LA FOGATA, LLC
3300 Sheridan Road

District: 1

1. Subject property is not located within an area zoned residential, and is not within 25' of a single-family dwelling.
2. Subject property is zoned B-2 (Community Business District), and abuts B-2 and M-2 (industrial) parcels. The outdoor extension area shall be located along the north and easterly sectors of the property, which is enclosed with a low brick wall and wrought iron fencing. (See photos)
3. La Fogata is in compliance with City of Kenosha outdoor extension ordinance guidelines.





ZONING MAP



REVIEW CONDUCTED BY: Paula Blise Date: 3.24.11

:PAB
Paula Blise, Zoning Coordinator
Common Council Agenda Item #C.6

**APPLICATION FOR DAILY CABARET LICENSE
CITY OF KENOSHA**

NOTE: ALLOW 15 DAYS FOR PROCESSING & APPROVAL

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

Type: 213-Daily (Yellow) \$50.00/Day

Date of Application 03-15-2010 Date of Event 04-23-2011

Explanation of Event Family Event - Baby Baptism

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

2. Business Name & Address Bragados Restaurant & Banquet Hall / 4820 75th Hwy 50 53140

3. If license is in the name of a Corporation or LLC, Agent Name Marco A. Mendez

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

4. Date of Birth of Agent (if Corporation/LLC) or Individual 11-27-1973

5. Address 11402 11th Pleasant Prairie WI, 53148

6. Driver's License Number: M532-5417-3427-04
(MUST INDICATE IF THIS IS NOT A WISCONSIN DL) DOE

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

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

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

-OVER-

**APPLICATION FOR DAILY CABARET LICENSE
CITY OF KENOSHA**

NOTE: ALLOW 15 DAYS FOR PROCESSING & APPROVAL

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

Type: 213-Daily (Yellow) \$50.00/Day

Date of Application 3/18/2011 Date of Event 5/5/2011

Explanation of Event Band on patio for Cinco de mayo

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

2. Business Name & Address LA FOGATA 3300 Sheridan Rd Kenosha WI 53140

3. If license is in the name of a Corporation or LLC, Agent Name Miguel B. Aguirre

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

4. Date of Birth of Agent (if Corporation/LLC) or Individual Dec 8th 1956

5. Address 365 S. Elmwood Ave Burlington WI

6. Driver's License Number: A260-5425-6448-06
(MUST INDICATE IF THIS IS NOT A WISCONSIN DL)

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

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

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

-OVER-

10. Have you ever had your driver's license suspended or revoked in Wisconsin or in any other State?
 Yes No If yes, explain:

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

2 Speedy tickets 2009

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

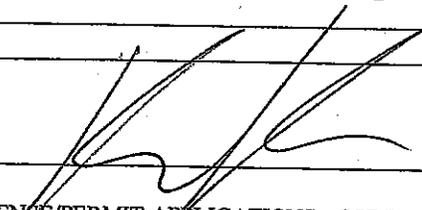
13. List the name and address of all employers for which you have worked and/or businesses you have operated in the past five (5) years:

White Fox Den Restaurant } Burlington WI 53105
White Fox Den II }
Lucky STAR Restaurant }

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

3655 Elmwood Ave Burlington WI 53110

Applicant's Signature



Date:

3/18/2011

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

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

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

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

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

§1.225 ADMINISTRATIVE CHARGE FOR PROCESSING LICENSE/PERMIT APPLICATIONS

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

APPLICATION FOR OUTDOOR AREA - CABARET
CITY OF KENOSHA

LIMIT: **FOUR DAYS PER LICENSE TERM (JULY 1 TO JUNE 30)***
(see reverse side for additional instructions regarding speedy approval process)

PLEASE NOTE: The Committee on Licenses/Permits shall review all applications, any reports, the recommendation of the City Attorney and all other information before it. Said Committee shall recommend to the Common Council either the granting or denial of each application. (In accordance to Chapter X, Section 10.075 of the Code of General Ordinances of the City of Kenosha.)

Type: 223 - ORANGE
Fee: \$50.00/application (nonrefundable)

1. Licensee Name LA Fogata LLC
(NOTE: must be same name as beer/liquor license)
2. Business Name & Address LA Fogata 3300 Sheridan Rd Kenosha WI 53140
3. If license is in the name of a Corporation or LLC, Agent Name Miguel B. Aguirre
4. Applicant has received (or applied for this event) a cabaret license and an extension of their "Class B" Liquor and/or Class "B" Fermented Malt Beverage Licenses in accordance with Section 10.075 of the Code of General Ordinances and requests a waiver of Section 10.075 E.1 cabaret license restriction. Yes No
If answer is no, applicant does not qualify for waiver.

5. Date(s) waiver is sought: May 5th 2011

6. Hours of operation: 11am - 12am

7. Proposed purpose of waiver: Providing live entertainment for patrons on patio for Cinco de Mayo. (music)

Applicant's Signature [Signature] Date: 3/18/2011
(Licensee/Officer/Member/Manager/Partner/Individual)

REQUIRED FOR SPEEDY APPROVAL ONLY
(must be filed at least 72 hours prior to event)

Signature of District Alderman _____ Date _____

-or, if District Alderman is unavailable:

Member of Licensing/Permit Committee _____

To be completed by Clerk:

Date Received and Filed 3/18/11

Date Reported to Council _____

Date Waiver Granted _____

Date Waiver Issued _____

Initials _____

***Four additional co-sponsored days of waiver are available if in support of a charity event. Complete co-sponsored application (different application) to apply for this type of waiver.**

DEALER LICENSES

SCRAP SALVAGE

License Type	Licensee Name	Trade Name	Trade Address	City
SCRAP SALVAGE DEALER	JANTZ AUTO SALES, INC.	JANTZ AUTO SALES	3405 WASHINGTON RD	KENOSHA
SCRAP SALVAGE DEALER	JANTZ'S YARD 4 AUTO, INC.	JANTZ'S YARD 4 AUTO	2500 WASHINGTON RD	KENOSHA
SCRAP SALVAGE DEALER	SCHNEIDER'S AUTO SALES & PARTS	SCHNEIDER'S AUTO SALES	8521 SHERIDAN RD	KENOSHA

Type 85

Fee: \$35.00 (Non-Refundable)
Expires 12/31



CITY OF KENOSHA
City Ordinances §14.013 D.
PET FANCIER PERMIT

LICENSE PERIOD FROM January 1st to December 31st (No Pro-ration)

1. Name Brittany Clark
2. Address 5717 41st Ave Kenosha, WI 53144
3. Drivers License Number C462-0728-1703-02
4. Phone Number 262-818-2957
5. Number of dogs* 3 Number of cats _____ (limit of up to five (5) dogs, cats or combination thereof. *Working dogs such as service dogs, medical alert dogs and certified therapy dogs are not included in the pet limit calculation. However, they must remain licensed in the City.
6. Are there any working, service, medical alert or certified therapy dogs included in #5? If so, please attach accreditation. Check here if attached
7. Attach proof of current dog and/or cat licenses. Check here if attached.
8. Do you currently have, or have you had within the past two (2) years, a conviction for animal cruelty, neglect or mistreatment of an animal? no yes
If yes, please explain _____

Brittany Clark
Signature of Applicant

March 11th, 2011
Date

For Office Use Only

RL 3/14/11
Clerk's Initials/Date Received

Date Granted by Licensing/Permit Committee

APPLICATION - AMUSEMENT & RECREATION ENTERPRISE LICENSE
(Chapter 12.01-City of Kenosha Code of General Ordinances)
Amusement & Recreation Facilities which include but are not limited to:
Bowling Alleys, Pool Halls, Skating Rinks, Shooting Galleries and Public Dances

Type: 122
Fee: \$200.00/year
Expires: May 31st

Check One: Original Application Renewal Application
Check One: Individual Partnership Corporation (non profit 501(c)3)

Applicant Name: UAW LOCAL 72 Int U Untd Aen i Ag Wkrs Assn
(Individual/Both Partners/Corporation Name) L72

Agent (person to assume charge of supervision of the licensed premises; must be 18 years of age or older and of good moral character) list name, residence address, day time phone number, place and date of birth: Curtis Wilson 7525 28th Avenue, Kenosha, WI / 262 945 7248 / Urbana, IL 1/28/1941

Each applicant, including individual, all partners and the agent of any corporation, must fill out and attach an "Applicant's Report of Police Record". Attached? Yes No

Trade Name: UAW LOCAL 72

Premise Address: 3615 Washington Road

Business Phone Number: 262 654 8606

If Individual, list residence address, day time phone number, business phone number (if applicable), place and date of birth: _____

If Partnership, list name, residence address, day time phone number, business phone number (if applicable), place and date of birth of all partners: (attach additional sheets if necessary)

If Corporation, list State of incorporation: _____

If Corporation, list name, title, residence address, day time phone number, business phone number (if applicable), place and date of birth of all officers and directors: (attach additional sheets if necessary)

Peni J. Kaeling, President, 7915 31 Avenue Kenosha WI 262 654 8606 x10

Richard Schend, V.P. 2302 24th Ave, Kenosha, WI 262 551 0604

Phillip Anastasi, Fin. Sec, 106706 Hill Street, Markesan, WI 53946 414 335-7685

Number of Amusement Devices: _____ Number of Pool Tables: _____

Define all areas and rooms to be licensed: Main Auditorium

Will the premises:

- a) Where in a building or structure, have at least one (1) window having a pane of transparent glass no less than one (1) square foot in size at a point of public access from which the interior of the licensed premises may be viewed? The base of said window shall be no higher than 68" from the viewed? The base of said window shall be no higher than 68" from the viewing floor. yes
- b) Have a minimum of two (2) easily available, marked and useful exits from the building? yes
- c) During hours of operation, have unlocked entrances and exits? yes
- d) Have separate, clean, adequate and immediately accessible washrooms and toilets for each sex on the licensed premises? yes If not, explain location of washrooms and toilets which will serve licensed premises?

Have you obtained from the City Clerk a current copy of §12.01 of the Code of General Ordinances entitled "Amusement and Recreation Enterprises"? Yes No

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

The undersigned, being first duly sworn on oath, disposes and says that (he/she is) (they are) the applicant(s) named in the foregoing application; that (he/she has) (they have) read each and every question and answered each and every questions truly, correctly and completely, under penalty of law for failure to do so. The execution of this application authorizes all inspections authorized by §12.01 of the Code of General Ordinances and routine inspections during hours of operation, as required, to secure ordinance compliance.

Sam Keeling, President
Sam Keeling, President
 Individual/Partner/President of Corporation

Partner/Corporate Officer

Partner/Corporate Officer

Partner/Corporate Officer

Subscribed and sworn to before me this 25 day of March, 2011.

[Signature]
Notary Public

My commission expires: 5-8-11

Office Use Only

Date Received 3-25-11

PP Checked _____

Date Granted _____

APPLICATION FOR AMUSEMENT AND RECREATION
ENTERPRISE SUPERVISOR LICENSE

(Includes: Bowling Alleys, Pool Halls, Skating Rinks, Shooting Galleries, and Public Dance)

Type: 123

Fee: \$25.00

Expires: May 31st

Check One: Original Application Renewal Application

PLEASE PRINT

Name Curtis^{E.} Wilson

Address 7525 28th Avenue Kenosha 53143

Date of Birth 1/28/41
(must be at least 18 years of age)

Home Phone 262 654 1445

Trade Name of Amusement Enterprise (where this license will be used):

VAW Local 72

Please fill out the attached "Applicant's Report -- Police Record"
(Be sure to include your middle initial)

Applicant's Signature Curtis E. Wilson Date 3/25/11

Subscribed and Sworn to before me this
25 day of March, 2011

[Signature]
Notary Public

My Commission Expires 5-8-11

FOR OFFICE USE ONLY

License # _____ Clerk Initials _____

Date Received/Filed 3-25-11 Date License Granted by Council _____

ORDINANCE NO. _____

BY: MAYOR

DRAFT 01.11.11

**TO REPEAL AND RECREATE SECTION 13.03 Q.
OF THE CODE OF GENERAL ORDINANCES
ENTITLED PEDDLERS**

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

Section One: Section 13.03 Q. of the Code of General Ordinances for the City of

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

Q. Restriction. Peddling may not be engaged in within ~~eight hundred (800') feet~~ the right of way of the Kenosha Civic Veterans Parade route during the Kenosha Civic Veterans Parade. Peddling may not be engaged in within eight hundred (800') feet of any permanent business retailing similar or competing products located in a permanent building or structure, except:

~~1. At community events where said peddling is within the spirit of the event and is for the convenience of spectators and participants of said event.~~

21. For food vendors possessing all required licenses and permits who are temporarily and incidentally in the vicinity of a permanent business retailing similar or competing products located in a permanent building or structure.

32. Sidewalk sales.

43. Organizations not licensed under this Ordinance.

Section Two: This Ordinance shall become effective upon passage and

publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

ORDINANCE NO. _____

BY: MAYOR

**TO REPEAL AND RECREATE SECTION 13.03 Q.
OF THE CODE OF GENERAL ORDINANCES
ENTITLED PEDDLERS**

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

Section One: Section 13.03 Q. of the Code of General Ordinances for the City of

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

Q. Restriction. Peddling may not be engaged in within the right of way of the Kenosha Civic Veterans Parade route during the Kenosha Civic Veterans Parade. Peddling may not be engaged in within eight hundred (800') feet of any permanent business retailing similar or competing products located in a permanent building or structure, except:

1. For food vendors possessing all required licenses and permits who are temporarily and incidentally in the vicinity of a permanent business retailing similar or competing products located in a permanent building or structure.
2. Sidewalk sales.
3. Organizations not licensed under this Ordinance.

Section Two: This Ordinance shall become effective upon passage and

publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

ORDINANCE NO. _____

DRAFT 03/17/11

BY: MAYOR

**TO REPEAL CHAPTER XXIX IN ITS ENTIRETY
AND TO REPEAL SECTION 30.07 OF THE CODE
OF GENERAL ORDINANCES REGARDING
FINANCIAL DISCLOSURE**

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

Section One: Chapter XXIX of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby repealed.

~~CHAPTER XXIX — FINANCIAL DISCLOSURE BY CITY OFFICERS AND EMPLOYEES~~

Section Two: Section 30.07 of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby repealed.

~~30.07 — FINANCIAL DISCLOSURE — Covered personnel shall make true, correct and complete Financial Disclosures as required by Chapter XXIX of the Code of General Ordinances and such disclosures may be used in the enforcement of this Code. It shall be unlawful to make a Financial Disclosure which is not true, correct and complete in all respects.~~

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

ORDINANCE NO. _____

BY: MAYOR

**TO REPEAL CHAPTER XXIX IN ITS ENTIRETY
AND TO REPEAL SECTION 30.07 OF THE CODE
OF GENERAL ORDINANCES REGARDING
FINANCIAL DISCLOSURE**

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

Section One: Chapter XXIX of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed.

Section Two: Section 30.07 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

DRAFT 08.12.10

03.15.11

03.21.11

BY: ALDERPERSON THEODORE RUFFALO

TO REPEAL AND RECREATE SECTION 10.076 IN ITS ENTIRETY AS SECTION 10.077 REGARDING UNOBSTRUCTED VIEW OF INTERIOR PREMISES AND TO CREATE SECTION 10.076 OF THE CODE OF GENERAL ORDINANCES ENTITLED OUTDOOR CAFE OF A "CLASS B", CLASS "B" AND/OR "CLASS C" LICENSED PREMISES IN A PUBLIC RIGHT-OF-WAY

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

Section One: To repeal and recreate Section 10.076 in its entirety as Section 10.077 of the Code of General Ordinances for the City of Kenosha, Wisconsin, as follows:

~~10.076~~10.077 UNOBSTRUCTED VIEW OF INTERIOR PREMISES "Class B" and/or Class "B" License Holders shall, during closing hours, keep glass windows and doors clean and unobstructed so as to permit a view of the interior of the licensed premises from outside of the licensed premises. License Holders whose premises are without a glass window or door shall install one (1) glass window of at least one (1) square foot in size prior to May 1, 1985.

Section Two: To create Section 10.076 of the Code of General Ordinances for the City of Kenosha, Wisconsin, entitled Outdoor Cafe of a "Class B", Class "B" and/or "Class C" Licensed Premises in a Public Right-Of-Way, as follows:

10.076 OUTDOOR CAFE OF A "CLASS B", CLASS "B" AND/OR "CLASS C" LICENSED PREMISES IN A PUBLIC RIGHT-OF-WAY

A. Definitions. The following terms and phrases, for purposes of this Ordinance, shall have the meanings provided.

1. "Alcohol Beverages" shall mean intoxicating, liquor, wine and/or fermented malt beverages.
2. "Applicant" shall mean a licensed operation owner who is applying for a new or renewal permit to operate an Outdoor Cafe Area in a public right-of-way.
3. "Cafe Appurtenance(s)" shall mean tables, chairs, planters, barriers, railings, walls, signs, benches, waste receptacles, umbrellas and heaters.
4. "Licensed business" shall mean a business which holds a "Class B", Class "B" and/or "Class C" License.
5. "Outdoor Cafe Area" shall mean a designated area where cafe appurtenance(s) are located on a sidewalk within a public right-of-way and operated as an integral part of an adjacent licensed business for the

purpose of outdoor consumption of alcohol beverages.

6. "Pedestrian Path" shall mean a continuous, obstruction-free sidewalk area, between the outside boundary of the Outdoor Cafe Area and any obstruction. Obstructions include, but are not limited to, street trees, landscaping, street lights, benches, fire hydrants, utility boxes, utility poles, bus stops, public art and waste receptacles.

7. "Permanent Improvements" shall mean privately owned improvements and/or personal property attached to the ground by cement footings, bolts or similar attachment device.

8. "Tavern" shall mean any building or room where, as the establishment's primary business, Alcohol Beverages are served or sold to transients or the general public, and where the sale of Alcohol Beverages account for more than fifty (50%) percent of the establishment's gross receipts in the B-1, B-2, B-3 or B-4 Zoning Districts.

B. Permission Required. No holder of a Class "B", Class "B" and/or "Class C" License may operate under said license(s) in any outdoor area located within a public right-of-way without first having obtained the permission of the Common Council in accordance with the terms and conditions of this Ordinance. Any expansion or change in ownership of the business adjacent to the Outdoor Cafe Area shall require a new application, fee, review and approval.

C. Application. Application for an Outdoor Cafe Area located within a public right-of-way for Cafe of a "Class B", Class "B" and/or "Class C" License shall be made to the City Clerk on forms furnished by the City Clerk

1. The application form shall include:

a. Name, address and phone number of Applicant(s).

b. Name, address and phone number of adjacent business.

c. Whether the Outdoor Dining Area is the subject of Permanent Improvements.

d. Nature of business.

e. Maximum number of tables and chairs.

f. Zoning District.

g. Indemnity and Hold Harmless Agreement indicating the Applicant(s), in consideration of having received an Outdoor Cafe Area Permit, agrees to indemnify and hold harmless the City of Kenosha, Wisconsin, and its officers, employees and agents against any and all losses, claims, damages, costs, expenses, judgments, awards, attorney fees, or settlements which they may incur as a result of the use of the public right-of-way for an Outdoor Cafe Area.

2. Additionally, the following items shall also be required to be submitted with the application:

a. An Operational Plan, including: hours, days and months of operation; planned capacity of Outdoor Cafe Area; and, a lighting and signage plan.

b. A scaled Site Plan indicating: the location and boundary of the proposed Outdoor Cafe Area; the dimension of the remaining width of the sidewalk outside the Outdoor Cafe Area; the dimension from the Outdoor Cafe Area to the curb or property line and all buildings; and, the location of awnings, and Cafe Appurtenances within the Outdoor Cafe Area. The plans shall also indicate: existing property lines; associated building(s) and entrance(s); adjacent building(s) and entrance(s); extent of sidewalk adjacent to business(es), face of curb, location of fire hydrants, bus shelters and/or stops, trees, planters, utility poles, signs, benches, light poles, waste receptacles, driveways, alleys, vaults and any other obstructions within the public right-of-way at proposed location of Outdoor Cafe Area and for an additional twenty (20') feet extending therefrom.

c. Photograph(s), a minimum of four (4") by six (6") inches, showing the entire sidewalk, with building facade proposed for the Outdoor Cafe Area.

d. Certificate of Liability Insurance, with Contractual Liability Endorsement, showing insurance in force and effect in the minimum amount of One Million (\$1,000,000.00) Dollar single limits, providing coverage for claims involving death, personal injury and property damage. The City of Kenosha shall be a named additional

insured under the terms of this policy.

~~e. An affidavit verifying the percentage of gross receipts from the sale of Alcohol Beverages during the past City license year (July 1 to June 30). The affidavit shall be verified under oath in a statement provided by an accountant or bookkeeper.~~ Where an Outdoor Cafe Area extends beyond the frontage of the Applicant's business, a written statement signed by the owner(s) and tenant(s) of an adjacent business fronting the street approving the placement of the Outdoor Cafe Area in front of their business.

f. Where permanent improvements are proposed, their specifications shall be attached.

g. A detailed description of all cafe appurtenance(s) to be located within the Outdoor Cafe Area, identifying the materials with which they are constructed together with photographs. They shall be of such construction and quality such that they are consistent with the business/neighborhood district.

D. Review and Approval. The City Clerk/Treasurer shall send the application to the Department of City Development, who shall forward a copy of the application to appropriate departments for review and written comment. Following the review period, the Department of City Development shall send a copy of the application and comments from City departments to the City Clerk/Treasurer to be forwarded to the Committee on Licenses/Permits for a recommendation to the Common Council. The Common Council shall grant or deny the application. The permit may be subject to reasonable terms and conditions.

Upon initial application and renewal of an Outdoor Cafe Area Permit, an Applicant shall not have their application approved when the Applicant's business has accumulated fifty (50) or more demerit points under **Section 10.063 D.** of the Code of General Ordinances.

E. Fee. The fee for an Outdoor Cafe Area Permit shall be paid to the City Clerk/Treasurer at the time of application submission. There shall be an initial review fee for an Outdoor Cafe of a "Class B", Class "B" or "Class C" License of One Hundred Fifty (\$150.00) Dollars. The initial review fee shall not be prorated. In addition, there shall be an annual renewal permit fee of One Hundred Fifty (\$150.00) Dollars for the permit term. Requests for renewals shall be made before the expiration of the existing permit. Expired Outdoor Cafe Area Permits are not subject to renewal.

F. Term. The permit term shall be from July 1 through June 30.

G. Transfer/Assignment. Permits shall not be transferable or assignable.

H. Renewal Application. The Applicant shall, on an annual basis, file a City authorized renewal application with the City Clerk/Treasurer prior to the term expiration. The following items shall be filed with the renewal form:

1. The annual renewal fee.
2. A valid Certificate of Liability Insurance.

~~3. An affidavit verifying percentage of gross receipts from Alcohol Beverage sales during the past City license year (July 1 to June 30). The affidavit shall be verified under oath in a statement provided by an accountant or bookkeeper.~~ Where an Outdoor Cafe Area extends beyond the frontage of the Applicant's business, an updated written statement signed by the owner(s) and tenant(s) of an adjacent business fronting the street approving the continued placement of the Outdoor Cafe Area in front of their business.

Permits recommended for renewal shall be renewed by the City Clerk/Treasurer, upon satisfactory submittal of all required items.

I. Renewal, Nonrenewal, Revocation or Suspension. The City Clerk/Treasurer shall verify the number of demerit points the Applicant's business has accumulated under **Section 10.063 D.** of the Code of General Ordinances at the time of renewal. Businesses that have accumulated fifty (50) or more demerit points at the time of renewal shall be subject to suspension or revocation of an Outdoor Cafe Area Permit. Recommendation for nonrenewal, revocation or suspension shall be forwarded to the Committee on Licenses/Permits for action, at any

time, following a hearing. The determination of the Committee may be appealed to the Common Council by filing a notice of appeal with the City Clerk/Treasurer within ten (10) days of the date of the hearing determination.

J. Conditions of Issuance of Permit.

1. Design Regulations.

a. A clear, continuous Pedestrian Path, parallel to the curb or adjacent property line, and not less than four (4') feet in width, shall be required for pedestrian circulation outside of the Outdoor Cafe Area, except where a reduction is permitted under **Section M**. In areas of heavy pedestrian traffic, a width greater than four (4') feet may be required.

b. All Cafe Appurtenances located in an Outdoor Cafe Area shall not be permanently attached to any sidewalk, curb, building, tree, post, public bench, waste receptacle or any other fixture within the public right-of-way. Cafe Appurtenances may be permanently attached when approved as a Permanent Improvement in the Outdoor Cafe Area.

c. Fixed or retractable awnings in compliance with Section 15.06 F. of the Zoning Ordinance are permitted over Outdoor Cafe Areas.

d. All cafe appurtenances located in an Outdoor Cafe Area must be approved by the Committee on Licenses/Permits prior to use.

2. Location Regulations.

a. Locations of Outdoor Cafe Areas shall be limited to areas where the sidewalk pavement width within the public right-of-way is at least ten (10') feet from the face of the curb to the building or property line, except where a reduction is permitted under **Section M**. A sidewalk partially located upon private property adjacent to the public right-of-way, may be counted toward the minimum ten (10') foot sidewalk width provided the required Pedestrian Path shall be entirely located within the public right-of-way.

b. An Outdoor Cafe Area may be located directly adjacent to and abutting the associated tavern, and/or located where it abuts the curb and is at least two (2') feet from the face of the curb. Outdoor Cafe Areas located adjacent to an approved loading zone shall not be required to be located two (2') feet from the face of the curb. In no case shall the Pedestrian Path be reduced to less than a minimum width of four (4') feet, except where a reduction is permitted under **Section M**.

c. The Outdoor Cafe Area may not include within its boundaries bus stops, fire hydrants or other facilities deemed necessary for public safety.

d. An Outdoor Cafe Area shall be located at least five (5') feet from fire hydrants, driveways, alleys, bus shelters and/or stops. In no case shall Cafe Appurtenances greater than three (3') feet in height be located within the fifteen (15') foot vision clearance triangle required under Section 2.06 of the Zoning Ordinance for the City of Kenosha, Wisconsin.

3. Operational Regulations.

a. All persons occupying the Outdoor Cafe Area shall be required to be seated when consuming food and/or beverages.

b. An Outdoor Cafe Area shall be an accessory use located adjacent to a ~~tavern~~. licensed business and may extend in front of an adjacent business as permitted under Section C.2.a.

c. All Cafe Appurtenances shall be movable, unless approved as a Permanent Improvement, and arranged to adequately accommodate persons with disabilities. Cafe Appurtenances shall not impede building ingress and egress or encroach into the Pedestrian Path at any time. A clear area shall be maintained from all building entrances located adjacent to an Outdoor Cafe Area to the Pedestrian Path. The clear area shall have a minimum width of three (3') feet or a width equal to the width of the entrance, whichever is greater. Cafe Appurtenances shall be permitted to remain within the Outdoor Cafe Area at the close of business each day, unless determined to be a public safety hazard.

d. Umbrellas shall have a vertical clearance of at least seven (7') feet, and be adequately secured and anchored with a heavy ballast holder to prevent displacement by the wind.

e. Outdoor Cafe Areas shall provide adequate lighting in and around the designated area(s) at all times.

Lighting fixtures shall be limited to fixtures attached to the building facade or upon private property. Battery operated lamps or candles placed on tables are permitted. Lighting shall not be a public or private nuisance.

f. Portable propane heaters are permitted within the Outdoor Cafe Area provided they are a minimum of eighty (80') inches in height and located at least five (5') feet from a building.

g. Electrical and propane infrared heaters, or similar heating devices approved for outdoor use, are permitted to be attached to building facades and shall be installed according to the manufacturer's specifications and appropriate Building, Electrical and Mechanical Codes.

h. All food and drink preparation shall be performed in the affiliated business. No food or drink preparation or storage shall be permitted within the Outdoor Cafe Area.

i. Any Outdoor Cafe Area permitted pursuant to this Section shall be closed for business during the hours of 10:00 P.M. To 8:00 A.M. If the property on which a licensed premises is situated is zoned B-2, B-3 or B-4 and does not abut a property zoned RR-1, RR-2, RS-1, RS-2, RS-3, RD, RG-1, RG-2, RM-1, RM-2, or IP, the Common Council may, upon written application by the Licensee, limit the closing hours to 12:00 Midnight to 8:00 A.M. If the property on which a licensed premises is situated is zoned B-2, B-3 or B-4 and does not abut a property zoned RR-1, RR-2, RS-1, RS-2, RS-3, RD, AG-1, RG-2, RM-1, RM-2, or IP, and the Licensee in the previous licensing term had its outdoor hours extended pursuant to the preceding paragraph, the Common Council may, upon written application by the Licensee, limit the closing hours to 1:30 A.M. To 8:00 A.M.

j. Outdoor Consumption in Outdoor Cafe Areas shall be limited to the designated area(s) identified on the approved application.

k. The sidewalk area within and immediately surrounding the designated Outdoor Cafe Area shall be maintained in a clean, sanitary, neat and orderly appearance at all times. Litter shall be removed by the permit holder on a periodic basis during the day and at the close of business each day.

l. Outdoor Cafe Areas and Cafe Appurtenances shall be permitted to occupy sidewalks within the public right-of-way throughout the year; provided, however, snow and ice removal shall be the obligation and at the expense of the permit holder.

m. The approval of an Outdoor Cafe Area shall not be construed or deemed to create a vested interest in the public right-of-way. The permit holder shall remove or modify an Outdoor Cafe Area at their own expense whenever the City determines it necessary or desirable to modify the width of the street and/or public sidewalk.

n. Outdoor Cafe Areas shall be equipped with receptacles for cigarette waste. Cigarette waste shall be removed by the permit holder on a periodic basis during the day and at the close of business each day.

K. Violations. Violations of this Ordinance shall subject the Licensee to any combination of the following:

1. A penalty pursuant to **Section 10.08: .076 O.**

2. ~~A limitation in the scope of use or time pursuant to Section 10.07 H.~~ Written orders related to the scope and use of the Outdoor Cafe Area. Unless otherwise stated, orders are permanent, unless rescinded.

3. Imposition of demerit tracking points pursuant to **Section 10.063.**

4. Upon notice and after hearing before the Committee on Licenses/Permits, the Common Council may revoke the outdoor Cafe granted herein pursuant to Section 10.063 I. However, all Outdoor Appurtenances may be removed without prior notice or opportunity to be heard where it constitutes an immediate danger to the public health, safety or welfare, where it is not in conformance with representations made in the application, where the Certificate of Insurance was not provided or has expired, or where placed within any public right-of-way without a permit, contrary to the provisions of this Ordinance. In such cases, an opportunity for a post-removal hearing shall be provided following the foregoing provisions for an appeal.

L. Enforcement. The enforcement of this Ordinance shall be under the jurisdiction of the Department of Neighborhood Services and Inspections and Kenosha Police Department, who shall have the power to inspect Outdoor Dining Areas to determine compliance with this Ordinance. The Department of Neighborhood Services and Inspections shall be primarily responsible for enforcement during regular City Hall working hours. The Kenosha Police Department shall be primarily responsible for enforcement of this Ordinance during all other hours. Violations that are enforced by the Police Department shall be communicated to the Department of Neighborhood Services and Inspections.

Compliance with this Ordinance shall be obtained through written orders to the applicant, issued by the Department of Neighborhood Services and Inspections. Except in emergency situations, a minimum of ten (10) days shall be provided for compliance. Orders which are not timely complied with shall be subject to a suspension or revocation of an Outdoor Cafe Area Permit and/or a financial penalty, as specified in this Ordinance.

M. Special Exceptions. With respect to the following items, the Department of City Development shall have the discretion to recommend approval of alternative standards to the Committee on Licenses/Permits. The exceptions shall not present any hazard or danger to the public safety, health or welfare, and shall also meet the standards listed under each item.

1. Pedestrian Paths. The Pedestrian Path, as referenced in **Section J.1.a.**, may be reduced in width, provided the reduction meets the following standards:

- a. The Pedestrian Path shall not be reduced to less than three (3') feet in width.
- b. The location of the Outdoor Cafe Area is not located adjacent to a major street.
- c. Pedestrian traffic is minimal in the location of the proposed Outdoor Cafe Area.
- d. The Outdoor Cafe Area is enclosed by a barrier, as specified in **Section J.1.e.**, to separate the cafe area from the required Pedestrian Path.

2. Sidewalk Width Requirement. The required sidewalk width, as referenced in **Section J.2.a.**, maybe reduced to less than ten (10') feet, provided the reduction meets the following standards:

- a. The sidewalk shall not be reduced to less than eight (8') feet in width.
- b. The location of the Outdoor Cafe Area is not located adjacent to a major street.
- c. The strict application of the required sidewalk width would result in denial of the application.

3. Paving of Lawn Park Areas. Paving of the lawn park area may be permitted when it meets the following standards:

- a. The paving has been approved by the Committee on Public Works.
- b. The paved lawn park area is conditioned upon removal and restoration of the lawn park area to prior conditions upon discontinuance of the Outdoor Cafe Area.

N. Other Codes. Permits issued hereunder are conditioned upon compliance with the Building, Health, Fire and Zoning Codes, and inspections, licenses, approvals and permits thereunder, which may be applicable.

O. Penalty. Any person, party, firm or corporation who violates any provision of this Ordinance shall, upon conviction, forfeit not more than Five Hundred (\$500.00) Dollars, plus the cost of prosecution. Each day of violation shall be deemed a separate offense. A person may be incarcerated in the County Jail for not more than ninety (90) days for the nonpayment of their forfeiture.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

ORDINANCE NO. _____

BY: ALDERPERSON THEODORE RUFFALO

TO REPEAL AND RECREATE SECTION 10.076 IN ITS ENTIRETY AS SECTION 10.077 REGARDING UNOBSTRUCTED VIEW OF INTERIOR PREMISES AND TO CREATE SECTION 10.076 OF THE CODE OF GENERAL ORDINANCES ENTITLED OUTDOOR CAFE OF A “CLASS B”, CLASS “B” AND/OR “CLASS C” LICENSED PREMISES IN A PUBLIC RIGHT-OF-WAY

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

Section One: To repeal and recreate Section 10.076 in its entirety as Section

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

10.077 UNOBSTRUCTED VIEW OF INTERIOR PREMISES "Class B" and/or Class "B" License Holders shall, during closing hours, keep glass windows and doors clean and unobstructed so as to permit a view of the interior of the licensed premises from outside of the licensed premises. License Holders whose premises are without a glass window or door shall install one (1) glass window of at least one (1) square foot in size prior to May 1, 1985.

Section Two: To create Section 10.076 of the Code of General Ordinances for the

City of Kenosha, Wisconsin, entitled Outdoor Cafe of a “Class B”, Class “B” and/or “Class C” Licensed Premises in a Public Right-Of-Way, as follows:

10.076 OUTDOOR CAFE OF A “CLASS B”, CLASS “B” AND/OR “CLASS C” LICENSED PREMISES IN A PUBLIC RIGHT-OF-WAY

A. Definitions. The following terms and phrases, for purposes of this Ordinance, shall have the meanings provided.

1. “Alcohol Beverages” shall mean intoxicating, liquor, wine and/or fermented malt beverages.
2. “Applicant” shall mean a licensed operation owner who is applying for a new or renewal permit to operate an Outdoor Cafe Area in a public right-of-way.
3. “Cafe Appurtenance(s)” shall mean tables, chairs, planters, barriers, railings, walls, signs, benches, waste receptacles, umbrellas and heaters.
4. “Licensed business” shall mean a business which holds a “Class B”, Class “B” and/or “Class C” License.
5. “Outdoor Cafe Area” shall mean a designated area where cafe appurtenance(s) are located on a sidewalk within a public right-of-way and operated as an integral part of an adjacent licensed business for the purpose of outdoor consumption of alcohol beverages.
6. “Pedestrian Path” shall mean a continuous, obstruction-free sidewalk area, between the outside

boundary of the Outdoor Cafe Area and any obstruction. Obstructions include, but are not limited to, street trees, landscaping, street lights, benches, fire hydrants, utility boxes, utility poles, bus stops, public art and waste receptacles.

7. "Permanent Improvements" shall mean privately owned improvements and/or personal property attached to the ground by cement footings, bolts or similar attachment device.

8. "Tavern" shall mean any building or room where, as the establishment's primary business, Alcohol Beverages are served or sold to transients or the general public, and where the sale of Alcohol Beverages account for more than fifty (50%) percent of the establishment's gross receipts in the B-1, B-2, B-3 or B-4 Zoning Districts.

B. Permission Required. No holder of a Class "B", Class "B" and/or "Class C" License may operate under said license(s) in any outdoor area located within a public right-of-way without first having obtained the permission of the Common Council in accordance with the terms and conditions of this Ordinance. Any expansion or change in ownership of the business adjacent to the Outdoor Cafe Area shall require a new application, fee, review and approval.

C. Application. Application for an Outdoor Cafe Area located within a public right-of-way for Cafe of a "Class B", Class "B" and/or "Class C" License shall be made to the City Clerk on forms furnished by the City Clerk

1. The application form shall include:

a. Name, address and phone number of Applicant(s).

b. Name, address and phone number of adjacent business.

c. Whether the Outdoor Dining Area is the subject of Permanent Improvements.

d. Nature of business.

e. Maximum number of tables and chairs.

f. Zoning District.

g. Indemnity and Hold Harmless Agreement indicating the Applicant(s), in consideration of having received an Outdoor Cafe Area Permit, agrees to indemnify and hold harmless the City of Kenosha, Wisconsin, and its officers, employees and agents against any and all losses, claims, damages, costs, expenses, judgments, awards, attorney fees, or settlements which they may incur as a result of the use of the public right-of-way for an Outdoor Cafe Area.

2. Additionally, the following items shall also be required to be submitted with the application:

a. An Operational Plan, including: hours, days and months of operation; planned capacity of Outdoor Cafe Area; and, a lighting and signage plan.

b. A scaled Site Plan indicating: the location and boundary of the proposed Outdoor Cafe Area; the dimension of the remaining width of the sidewalk outside the Outdoor Cafe Area; the dimension from the Outdoor Cafe Area to the curb or property line and all buildings; and, the location of awnings, and Cafe Appurtenances within the Outdoor Cafe Area. The plans shall also indicate: existing property lines; associated building(s) and entrance(s); adjacent building(s) and entrance(s); extent of sidewalk adjacent to business(es), face of curb, location of fire hydrants, bus shelters and/or stops, trees, planters, utility poles, signs, benches, light poles, waste receptacles, driveways, alleys, vaults and any other obstructions within the public right-of-way at proposed location of Outdoor Cafe Area and for an additional twenty (20') feet extending therefrom.

c. Photograph(s), a minimum of four (4") by six (6") inches, showing the entire sidewalk, with building facade proposed for the Outdoor Cafe Area.

d. Certificate of Liability Insurance, with Contractual Liability Endorsement, showing insurance in force and effect in the minimum amount of One Million (\$1,000,000.00) Dollar single limits, providing coverage for claims involving death, personal injury and property damage. The City of Kenosha shall be a named additional insured under the terms of this policy.

e. Where an Outdoor Cafe Area extends beyond the frontage of the Applicant's business, a written statement signed by the owner(s) and tenant(s) of an adjacent business fronting the street approving the placement of the Outdoor Cafe Area in front of their business.

- f. Where permanent improvements are proposed, their specifications shall be attached.
- g. A detailed description of all cafe appurtenance(s) to be located within the Outdoor Cafe Area, identifying the materials with which they are constructed together with photographs. They shall be of such construction and quality such that they are consistent with the business/neighborhood district.

D. Review and Approval. The City Clerk/Treasurer shall send the application to the Department of City Development, who shall forward a copy of the application to appropriate departments for review and written comment. Following the review period, the Department of City Development shall send a copy of the application and comments from City departments to the City Clerk/Treasurer to be forwarded to the Committee on Licenses/Permits for a recommendation to the Common Council. The Common Council shall grant or deny the application. The permit may be subject to reasonable terms and conditions.

Upon initial application and renewal of an Outdoor Cafe Area Permit, an Applicant shall not have their application approved when the Applicant's business has accumulated fifty (50) or more demerit points under **Section 10.063 D.** of the Code of General Ordinances.

E. Fee. The fee for an Outdoor Cafe Area Permit shall be paid to the City Clerk/Treasurer at the time of application submission. There shall be an initial review fee for an Outdoor Cafe of a "Class B", Class "B" or "Class C" License of One Hundred Fifty (\$150.00) Dollars. The initial review fee shall not be prorated. In addition, there shall be an annual renewal permit fee of One Hundred Fifty (\$150.00) Dollars for the permit term. Requests for renewals shall be made before the expiration of the existing permit. Expired Outdoor Cafe Area Permits are not subject to renewal.

F. Term. The permit term shall be from July 1 through June 30.

G. Transfer/Assignment. Permits shall not be transferable or assignable.

H. Renewal Application. The Applicant shall, on an annual basis, file a City authorized renewal application with the City Clerk/Treasurer prior to the term expiration. The following items shall be filed with the renewal form:

1. The annual renewal fee.
2. A valid Certificate of Liability Insurance.
3. Where an Outdoor Cafe Area extends beyond the frontage of the Applicant's business, an updated written statement signed by the owner(s) and tenant(s) of an adjacent business fronting the street approving the continued placement of the Outdoor Cafe Area in front of their business.

Permits recommended for renewal shall be renewed by the City Clerk/Treasurer, upon satisfactory submittal of all required items.

I. Renewal, Nonrenewal, Revocation or Suspension. The City Clerk/Treasurer shall verify the number of demerit points the Applicant's business has accumulated under **Section 10.063 D.** of the Code of General Ordinances at the time of renewal. Businesses that have accumulated fifty (50) or more demerit points at the time of renewal shall be subject to suspension or revocation of an Outdoor Cafe Area Permit. Recommendation for nonrenewal, revocation or suspension shall be forwarded to the Committee on Licenses/Permits for action, at any time, following a hearing. The determination of the Committee may be appealed to the Common Council by filing a notice of appeal with the City Clerk/Treasurer within ten (10) days of the date of the hearing determination.

J. Conditions of Issuance of Permit.

1. Design Regulations.

- a. A clear, continuous Pedestrian Path, parallel to the curb or adjacent property line, and not less than

four (4') feet in width, shall be required for pedestrian circulation outside of the Outdoor Cafe Area, except where a reduction is permitted under **Section M**. In areas of heavy pedestrian traffic, a width greater than four (4') feet may be required.

b. All Cafe Appurtenances located in an Outdoor Cafe Area shall not be permanently attached to any sidewalk, curb, building, tree, post, public bench, waste receptacle or any other fixture within the public right-of-way. Cafe Appurtenances may be permanently attached when approved as a Permanent Improvement in the Outdoor Cafe Area.

c. Fixed or retractable awnings in compliance with Section 15.06 F. of the Zoning Ordinance are permitted over Outdoor Cafe Areas.

d. All cafe appurtenances located in an Outdoor Cafe Area must be approved by the Committee on Licenses/Permits prior to use.

2. Location Regulations.

a. Locations of Outdoor Cafe Areas shall be limited to areas where the sidewalk pavement width within the public right-of-way is at least ten (10') feet from the face of the curb to the building or property line, except where a reduction is permitted under **Section M**. A sidewalk partially located upon private property adjacent to the public right-of-way, may be counted toward the minimum ten (10') foot sidewalk width provided the required Pedestrian Path shall be entirely located within the public right-of-way.

b. An Outdoor Cafe Area may be located directly adjacent to and abutting the associated tavern, and/or located where it abuts the curb and is at least two (2') feet from the face of the curb. Outdoor Cafe Areas located adjacent to an approved loading zone shall not be required to be located two (2') feet from the face of the curb. In no case shall the Pedestrian Path be reduced to less than a minimum width of four (4') feet, except where a reduction is permitted under **Section M**.

c. The Outdoor Cafe Area may not include within its boundaries bus stops, fire hydrants or other facilities deemed necessary for public safety.

d. An Outdoor Cafe Area shall be located at least five (5') feet from fire hydrants, driveways, alleys, bus shelters and/or stops. In no case shall Cafe Appurtenances greater than three (3') feet in height be located within the fifteen (15') foot vision clearance triangle required under Section 2.06 of the Zoning Ordinance for the City of Kenosha, Wisconsin.

3. Operational Regulations.

a. All persons occupying the Outdoor Cafe Area shall be required to be seated when consuming food and/or beverages.

b. An Outdoor Cafe Area shall be an accessory use located adjacent to a licensed business and may extend in front of an adjacent business as permitted under Section C.2.a.

c. All Cafe Appurtenances shall be movable, unless approved as a Permanent Improvement, and arranged to adequately accommodate persons with disabilities. Cafe Appurtenances shall not impede building ingress and egress or encroach into the Pedestrian Path at any time. A clear area shall be maintained from all building entrances located adjacent to an Outdoor Cafe Area to the Pedestrian Path. The clear area shall have a minimum width of three (3') feet or a width equal to the width of the entrance, whichever is greater. Cafe Appurtenances shall be permitted to remain within the Outdoor Cafe Area at the close of business each day, unless determined to be a public safety hazard.

d. Umbrellas shall have a vertical clearance of at least seven (7') feet, and be adequately secured and anchored with a heavy ballast holder to prevent displacement by the wind.

e. Outdoor Cafe Areas shall provide adequate lighting in and around the designated area(s) at all times. Lighting fixtures shall be limited to fixtures attached to the building facade or upon private property. Battery operated lamps or candles placed on tables are permitted. Lighting shall not be a public or private nuisance.

f. Portable propane heaters are permitted within the Outdoor Cafe Area provided they are a minimum of eighty (80') inches in height and located at least five (5') feet from a building.

g. Electrical and propane infrared heaters, or similar heating devices approved for outdoor use, are permitted to be attached to building facades and shall be installed according to the manufacturer's specifications and appropriate Building, Electrical and Mechanical Codes.

h. All food and drink preparation shall be performed in the affiliated business. No food or drink

preparation or storage shall be permitted within the Outdoor Cafe Area.

i. Any Outdoor Cafe Area permitted pursuant to this Section shall be closed for business during the hours of 10:00 P.M. To 8:00 A.M. If the property on which a licensed premises is situated is zoned B-2, B-3 or B-4 and does not abut a property zoned RR-1, RR-2, RS-1, RS-2, RS-3, RD, RG-1, RG-2, RM-1, RM-2, or IP, the Common Council may, upon written application by the Licensee, limit the closing hours to 12:00 Midnight to 8:00 A.M. If the property on which a licensed premises is situated is zoned B-2, B-3 or B-4 and does not abut a property zoned RR-1, RR-2, RS-1, RS-2, RS-3, RD, AG-1, RG-2, RM-1, RM-2, or IP, and the Licensee in the previous licensing term had its outdoor hours extended pursuant to the preceding paragraph, the Common Council may, upon written application by the Licensee, limit the closing hours to 1:30 A.M. To 8:00 A.M.

j. Outdoor Consumption in Outdoor Cafe Areas shall be limited to the designated area(s) identified on the approved application.

k. The sidewalk area within and immediately surrounding the designated Outdoor Cafe Area shall be maintained in a clean, sanitary, neat and orderly appearance at all times. Litter shall be removed by the permit holder on a periodic basis during the day and at the close of business each day.

l. Outdoor Cafe Areas and Cafe Appurtenances shall be permitted to occupy sidewalks within the public right-of-way throughout the year; provided, however, snow and ice removal shall be the obligation and at the expense of the permit holder.

m. The approval of an Outdoor Cafe Area shall not be construed or deemed to create a vested interest in the public right-of-way. The permit holder shall remove or modify an Outdoor Cafe Area at their own expense whenever the City determines it necessary or desirable to modify the width of the street and/or public sidewalk.

n. Outdoor Cafe Areas shall be equipped with receptacles for cigarette waste. Cigarette waste shall be removed by the permit holder on a periodic basis during the day and at the close of business each day.

K. Violations. Violations of this Ordinance shall subject the Licensee to any combination of the following:

- 1.** A penalty pursuant to **Section 10.076 O**.
- 2.** Written orders related to the scope and use of the Outdoor Cafe Area. Unless otherwise stated, orders are permanent, unless rescinded.
- 3.** Imposition of demerit tracking points pursuant to **Section 10.063**.
- 4.** Upon notice and after hearing before the Committee on Licenses/Permits, the Common Council may revoke the outdoor Cafe granted herein pursuant to **Section 10.063 I**. However, all Outdoor Appurtenances may be removed without prior notice or opportunity to be heard where it constitutes an immediate danger to the public health, safety or welfare, where it is not in conformance with representations made in the application, where the Certificate of Insurance was not provided or has expired, or where placed within any public right-of-way without a permit, contrary to the provisions of this Ordinance. In such cases, an opportunity for a post-removal hearing shall be provided following the foregoing provisions for an appeal.

L. Enforcement. The enforcement of this Ordinance shall be under the jurisdiction of the Department of Neighborhood Services and Inspections and Kenosha Police Department, who shall have the power to inspect Outdoor Dining Areas to determine compliance with this Ordinance. The Department of Neighborhood Services and Inspections shall be primarily responsible for enforcement during regular City Hall working hours. The Kenosha Police Department shall be primarily responsible for enforcement of this Ordinance during all other hours. Violations that are enforced by the Police Department shall be communicated to the Department of Neighborhood Services and Inspections.

Compliance with this Ordinance shall be obtained through written orders to the applicant, issued by the Department of Neighborhood Services and Inspections. Except in emergency situations, a minimum of ten (10) days shall be provided for compliance. Orders which are not timely complied with shall be subject to a suspension or revocation of an Outdoor Cafe Area Permit and/or a financial penalty, as specified in this Ordinance.

M. Special Exceptions. With respect to the following items, the Department of City Development shall have the discretion to recommend approval of alternative standards to the Committee on Licenses/Permits. The exceptions shall not present any hazard or danger to the public safety, health or welfare, and shall also meet the

standards listed under each item.

1. Pedestrian Paths. The Pedestrian Path, as referenced in **Section J.1.a.**, may be reduced in width, provided the reduction meets the following standards:

- a. The Pedestrian Path shall not be reduced to less than three (3') feet in width.
- b. The location of the Outdoor Cafe Area is not located adjacent to a major street.
- c. Pedestrian traffic is minimal in the location of the proposed Outdoor Cafe Area.
- d. The Outdoor Cafe Area is enclosed by a barrier, as specified in **Section J.1.e.**, to separate the cafe area from the required Pedestrian Path.

2. Sidewalk Width Requirement. The required sidewalk width, as referenced in **Section J.2.a.**, maybe reduced to less than ten (10') feet, provided the reduction meets the following standards:

- a. The sidewalk shall not be reduced to less than eight (8') feet in width.
- b. The location of the Outdoor Cafe Area is not located adjacent to a major street.
- c. The strict application of the required sidewalk width would result in denial of the application.

3. Paving of Lawn Park Areas. Paving of the lawn park area may be permitted when it meets the following standards:

- a. The paving has been approved by the Committee on Public Works.
- b. The paved lawn park area is conditioned upon removal and restoration of the lawn park area to prior conditions upon discontinuance of the Outdoor Cafe Area.

N. Other Codes. Permits issued hereunder are conditioned upon compliance with the Building, Health, Fire and Zoning Codes, and inspections, licenses, approvals and permits thereunder, which may be applicable.

O. Penalty. Any person, party, firm or corporation who violates any provision of this Ordinance shall, upon conviction, forfeit not more than Five Hundred (\$500.00) Dollars, plus the cost of prosecution. Each day of violation shall be deemed a separate offense. A person may be incarcerated in the County Jail for not more than ninety (90) days for the nonpayment of their forfeiture.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

ORDINANCE NO. _____

**BY: ALDERPERSON MICHAEL ORTH
ALDERPERSON ROCCO LAMACCHIA
ALDERPERSON JESSE DOWNING
ALDERPERSON JAN MICHALSKI
ALDERPERSON THEODORE RUFFALO
ALDERPERSON ERIC HAUGAARD**

**TO RENUMBER SECTION 11.025 AS 11.053; TO CREATE
SECTION 11.025 OF THE CODE OF GENERAL ORDINANCES
ENTITLED SOCIAL HOST**

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

Section One: Section 11.025 of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby renumbered as follows:

11.025-53 RETAIL THEFT/FRAUD ON HOTEL OR RESTAURANT KEEPER OR TAXICAB OPERATOR

Section Two: Section 11.025 of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby created as follows:

11.025 SOCIAL HOST

A. Purpose and Findings. The Common Council of the City of Kenosha intends to discourage underage possession and consumption of alcohol, even if done within the confines of a private residence, and intends to hold persons civilly responsible who host events or gatherings where persons under 21 years of age possess or consume alcohol regardless of whether the person hosting the event or gathering supplied the alcohol. The Common Council of the City of Kenosha finds:

1. Events and gatherings held on private or public property where alcohol is possessed or consumed by persons under the age of twenty-one are harmful to those persons and constitute a potential threat to public health requiring prevention or abatement.
2. Prohibiting underage consumption acts to protect underage persons, as well as the general public, from injuries related to alcohol consumption, such as alcohol overdose or alcohol related traffic collisions.
3. Alcohol is an addictive drug which, if used irresponsibly, could have drastic effects on those who use it as well as those who are affected by the actions of an irresponsible user.
4. Often, events or gatherings involving underage possession and consumption occur outside the presence of parents. However, there are times when the parent(s) is/are present and condone the activity, and in some circumstances, provide the alcohol.
5. A deterrent effect will be created by holding a person responsible for hosting an event or gathering where underage possession or consumption occurs.

B. Definitions. For purposes of this chapter, the following terms have the following meanings:

1. Alcohol. “Alcohol” means ethyl alcohol, hydrated oxide of ethyl, or spirits of wine, whiskey, rum, brandy, gin or any other distilled spirits including dilutions and mixtures thereof from whatever source or by whatever process produced.

2. Alcoholic Beverage. “Alcoholic beverage” means alcohol, spirits, liquor, wine, beer and every liquid or solid containing alcohol, spirits, wine or beer, and which contains one-half of one percent or more of alcohol by volume and which is fit for beverage purposes either alone or when diluted, mixed or combined with other substances.

3. Event or Gathering. “Event or gathering” means any group of three or more persons who have assembled or gathered together for a social occasion or other activity.

4. Host or Allow. “Host” or “allow” means to aid, conduct, entertain, organize, supervise, control or permit a gathering or event.

5. Parent. “Parent” means any person having legal custody of a juvenile:

(a) As natural, adoptive parent or step-parent;

(b) As a legal guardian; or

(c) As a person to whom legal custody has been given by order of the Court.

6. Residence, Premises or Public or Private Property. “Residence”, “premises”, or “public or private property” means any home, yard, farm, field, land, apartment, condominium, hotel or motel room or other dwelling unit, or a hall or meeting room, park or any other place of assembly, whether occupied on a temporary or permanent basis, whether occupied as a dwelling or specifically for a party or other social function, and whether owned, leased, rented or used with or without permission or compensation.

7. Underage Person. “Underage person” is any individual under twenty-one (21) years of age.

8. Present. Being at hand or in attendance.

9. In Control. The power to direct, manage, oversee and/or restrict the affairs, business or assets of a person or entity.

C. Prohibited Acts. It is unlawful for any person(s) to: host or allow an event or gathering at any residence, premises or on any other private or public property where alcohol or alcoholic beverages are present when the person knows that an underage person will or does consume any alcohol or alcoholic beverage; or possess any alcohol or alcoholic beverage with the intent to consume it; and the person fails to take reasonable steps to prevent possession or consumption by the underage person(s).

1. A person is responsible for violating this section if the person intentionally aids, advises, hires, counsels or conspires with or otherwise procures another to commit the prohibited act.

2. A person who hosts an event or gathering does not have to be present at the event or gathering to be responsible.

D. Exceptions.

1. This chapter does not apply to conduct solely between an underage person and his or her parents while the parent is present and in control of the underage person.

- 2. This chapter does not apply to legally protected religious observances.
- 3. This chapter does not apply to situations where underage persons are lawfully in possession of alcohol or alcoholic beverages during the course and scope of employment.

E. Penalties. A person who violates any provision of this ordinance is subject to a forfeiture of not less than \$1,000 nor more than \$5,000, together with the costs of prosecution. A person who is in default of payment is subject to imprisonment in the county jail until the forfeiture and costs are paid

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

ORDINANCE NO. _____

**BY: ALDERPERSON MICHAEL ORTH
ALDERPERSON ROCCO LAMACCHIA
ALDERPERSON JESSE DOWNING
ALDERPERSON JAN MICHALSKI
ALDERPERSON THEODORE RUFFALO
ALDERPERSON ERIC HAUGAARD**

**TO RENUMBER SECTION 11.025 AS 11.053; TO CREATE
SECTION 11.025 OF THE CODE OF GENERAL ORDINANCES
ENTITLED SOCIAL HOST**

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

Section One: Section 11.025 of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby renumbered as follows:

11.053 RETAIL THEFT/FRAUD ON HOTEL OR RESTAURANT KEEPER OR TAXICAB OPERATOR

Section Two: Section 11.025 of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby created as follows:

11.025 SOCIAL HOST

A. Purpose and Findings. The Common Council of the City of Kenosha intends to discourage underage possession and consumption of alcohol, even if done within the confines of a private residence, and intends to hold persons civilly responsible who host events or gatherings where persons under 21 years of age possess or consume alcohol regardless of whether the person hosting the event or gathering supplied the alcohol. The Common Council of the City of Kenosha finds:

1. Events and gatherings held on private or public property where alcohol is possessed or consumed by persons under the age of twenty-one are harmful to those persons and constitute a potential threat to public health requiring prevention or abatement.
2. Prohibiting underage consumption acts to protect underage persons, as well as the general public, from injuries related to alcohol consumption, such as alcohol overdose or alcohol related traffic collisions.
3. Alcohol is an addictive drug which, if used irresponsibly, could have drastic effects on those who use it as well as those who are affected by the actions of an irresponsible user.
4. Often, events or gatherings involving underage possession and consumption occur outside the presence of parents. However, there are times when the parent(s) is/are present and condone the activity, and in some circumstances, provide the alcohol.
5. A deterrent effect will be created by holding a person responsible for hosting an event or gathering where underage possession or consumption occurs.

B. Definitions. For purposes of this chapter, the following terms have the following meanings:

1. Alcohol. “Alcohol” means ethyl alcohol, hydrated oxide of ethyl, or spirits of wine, whiskey, rum, brandy, gin or any other distilled spirits including dilutions and mixtures thereof from whatever source or by whatever process produced.

2. Alcoholic Beverage. “Alcoholic beverage” means alcohol, spirits, liquor, wine, beer and every liquid or solid containing alcohol, spirits, wine or beer, and which contains one-half of one percent or more of alcohol by volume and which is fit for beverage purposes either alone or when diluted, mixed or combined with other substances.

3. Event or Gathering. “Event or gathering” means any group of three or more persons who have assembled or gathered together for a social occasion or other activity.

4. Host or Allow. “Host” or “allow” means to aid, conduct, entertain, organize, supervise, control or permit a gathering or event.

5. Parent. “Parent” means any person having legal custody of a juvenile:

(a) As natural, adoptive parent or step-parent;

(b) As a legal guardian; or

(c) As a person to whom legal custody has been given by order of the Court.

6. Residence, Premises or Public or Private Property. “Residence”, “premises”, or “public or private property” means any home, yard, farm, field, land, apartment, condominium, hotel or motel room or other dwelling unit, or a hall or meeting room, park or any other place of assembly, whether occupied on a temporary or permanent basis, whether occupied as a dwelling or specifically for a party or other social function, and whether owned, leased, rented or used with or without permission or compensation.

7. Underage Person. “Underage person” is any individual under twenty-one (21) years of age.

8. Present. Being at hand or in attendance.

9. In Control. The power to direct, manage, oversee and/or restrict the affairs, business or assets of a person or entity.

C. Prohibited Acts. It is unlawful for any person(s) to: host or allow an event or gathering at any residence, premises or on any other private or public property where alcohol or alcoholic beverages are present when the person knows that an underage person will or does consume any alcohol or alcoholic beverage; or possess any alcohol or alcoholic beverage with the intent to consume it; and the person fails to take reasonable steps to prevent possession or consumption by the underage person(s).

1. A person is responsible for violating this section if the person intentionally aids, advises, hires, counsels or conspires with or otherwise procures another to commit the prohibited act.

2. A person who hosts an event or gathering does not have to be present at the event or gathering to be responsible.

D. Exceptions.

1. This chapter does not apply to conduct solely between an underage person and his or her parents while the parent is present and in control of the underage person.

2. This chapter does not apply to legally protected religious observances.
3. This chapter does not apply to situations where underage persons are lawfully in possession of alcohol or alcoholic beverages during the course and scope of employment.

E. Penalties. A person who violates any provision of this ordinance is subject to a forfeiture of not less than \$1,000 nor more than \$5,000, together with the costs of prosecution. A person who is in default of payment is subject to imprisonment in the county jail until the forfeiture and costs are paid

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

**BY: ALDERPERSON RAY MISNER
ALDERPERSON THEODORE RUFFALO**

TO REPEAL AND RECREATE SECTION 13.07 IN ITS ENTIRETY AS SECTION 13.15 REGARDING TAXICABS AND DRIVERS; TO CREATE SECTION 13.07 OF THE CODE OF GENERAL ORDINANCES ENTITLED PUBLIC PASSENGER VEHICLE REGULATION

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

Section One: To repeal and recreate Section 13.07 in its entirety as Section 13.15 of the Code of General Ordinances for the City of Kenosha, Wisconsin, as follows:

13.0713.15 TAXICABS AND DRIVERS

Section Two: To create Section 13.07 of the Code of General Ordinances for the City of Kenosha, Wisconsin, as follows:

13.07 PUBLIC PASSENGER VEHICLE REGULATION

A. General Provisions.

1. Purpose. The purpose of this chapter is to:

- a. Provide for safe, convenient and efficient transportation for the general public.
- b. Enhance the image of the city and to more effectively serve visitors.
- c. Enhance the role of the private sector in public transportation.
- d. Protect consumers from hazardous conditions or overcharging for service.
- e. Encourage innovation in the provision of taxicab and paratransit services.
- f. Eliminate conflict and confusion among users between different types of services.

2. Definitions. In this chapter:

- a. **COLOR** means any hue named in the Inter-Society Color Council as it has been developed at the National Bureau of Standards (ISCC-NBS circular 553).
- b. **CONTRACT FOR HIRE** means acceptance of a passenger for transportation.
- c. **CRUISING** means driving along public ways soliciting passengers for hire, and includes stopping wherever parking is permitted and at any cabstand or private property where permitted by the owner.
- d. **DOUBLE LOADING** means accepting additional fares after being hired by one fare paying passenger.
- e. **DRIVER'S LICENSE** means a license issued under this chapter by the Common Council to drivers of public passenger vehicles.

- f. **EXCLUSIVE** means the persons hiring a vehicle have its exclusive use, with no ride sharing.
- g. **FIXED ROUTE** means authorized scheduled trips from predetermined passenger pickup points to predetermined destinations.
- h. **HAIL** means the vehicle may be hired by signaling the driver.
- i. **HANDICAPPED-ELDERLY VEHICLE** means a vehicle for hire, other than a taxicab or public mass transportation vehicle, which is especially suited for the transportation of handicapped or elderly persons who by reason of physical or mental infirmity or age cannot be transported on public mass transportation vehicles.
- j. **LESSEE** means any person leasing a vehicle, licensed by this city, from a permittee.
- k. **LICENSE CLASSIFICATION** means the category or categories of public passenger vehicles for which a person holding a valid driver's license issued under this Ordinance is qualified. License classifications include the following:
 - (1) **"Class H"** means the holder of the license has met the qualifications to operate the following public passenger vehicles: handicapped-elderly liveries.
 - (2) **"Class L"** means the holder of the license has met the qualifications to operate the following public passenger vehicles: luxury limousines and shuttle vehicles.
 - (3) **"Class M"** means the holder of the license has met the qualifications to operate the following public passenger vehicles: motorcycles used for tours.
 - (4) **"Class P"** means the holder of the license has met the qualifications to operate the following public passenger vehicles: pedicabs.
 - (5) **"Class T"** means the holder of the license has met the qualifications to operate the following public passenger vehicles: zone and meter fare taxicabs.
- l. **LICENSING COMMITTEE** means the Committee on Licenses/Permits of the Common Council.
- m. **LUXURY LIMOUSINE** means a category of for-hire, unmetered, unmarked ground transportation vehicles solely engaged in the business of carrying passengers on a pre-reserved basis only and which meets the definition of one of the following classifications:
 - (1) **Stretched Limousine**, which is a luxury custom motor vehicle whose chassis and wheelbase have been altered, whether at the time of manufacture or after, beyond the length of the manufacturer's original specifications for the vehicle and which has safety features that comply with all applicable federal motor vehicle safety standards.
 - (2) **Executive Sedan**, which is a luxury production 4-door sedan, van or sports utility vehicle that may have custom nonproduction features and which is of a make and model approved for use by the Common Council.
- n. **MOTORCYCLE** means a vehicle as defined in s. 340.01(32), Wis. Stats., and which is used on a for-hire or contractual basis.
- o. **MOTOR VEHICLE** means a self-propelled vehicle and also includes trailers and semitrailers designed for use with such vehicles.
- p. **PEDICAB** means a multiwheeled hooded or unhooded passenger vehicle that is moved by human power, or rickshaw-type vehicle pulled or propelled by any person which is used in the movement of passengers for hire on the public highways.
- q. **PERMIT** means a permit issued by the Common Council under this chapter to operate a public passenger vehicle.
- r. **PERMITTEE** means a person who has been issued a permit under this chapter.
- s. **PERMITTEE, FLEET** means a person who has been issued 5 or more vehicle permits.
- t. **PERMITTEE, INDIVIDUAL** means a person who has been issued 4 or fewer vehicle permits.

permits.

u. PERSON means any individual, partnership, corporation or association.

v. PLYING means solicitation of potential taxicab customers, including the use of flashing lights mounted anywhere on the vehicle, soliciting or taking orders by telephone, cruising, stopping, whether in taxicab stands or not, or in any other manner holding out to the public that such taxicab is available for hire.

w. PRE-RESERVED GROUP means any affiliated group of 5 or more passengers hiring a public passenger vehicle for transport from a point of origin to fixed destinations.

x. PUBLIC PASSENGER VEHICLE means a vehicle which is used for the transportation of passengers for hire, including handicapped elderly livery, luxury limousine, pedicab, motorcycle used for tours, shuttle vehicle, and meter or zone fare taxicab. Public passenger vehicle does not include:

(1) A vehicle operated on fixed routes pursuant to authority granted by the county, state or federal government.

(2) A vehicle which is rented to be driven by the renter or an agent.

(3) A vehicle operated solely as a funeral car.

(4) A vehicle used in a carpool operated by private individuals.

(5) A commercial motor vehicle as defined under s. 340.01(8), Wis. Stats., as amended.

y. RIDE SHARING means a method of operating a vehicle in which passengers sharing a common portion of a trip may enter the vehicle at one or more points of origin and disembark at one or more destinations, each passenger paying an individual fare for the trip.

z. SHUTTLE VEHICLE means a privately owned vehicle which is solely engaged in the business of carrying passengers in either a:

(1) Shared ride service for hire on a fixed route and fixed schedule to and from predetermined locations; or

(2) Group travel service for hire on a pre-reserved basis only, provided that the vehicle has a passenger-carrying capacity of 5 or more persons, excluding the driver. "Passenger-carrying capacity" is the seating capacity of the vehicle which has been specified by the manufacturer, or established by the chief of police upon visual inspection of the vehicle.

aa. STANDS means street curb locations which are designated for a particular type of permitted vehicles.

bb. TAXICAB means public passenger vehicle with 3 or more doors which operates without a fixed route or schedule.

cc. TAXICAB, HOODED METER means a meter fare taxicab which has its meter covered and is operating as a zone fare taxicab.

dd. TAXICAB, METER FARE means a taxicab designated as a meter fare taxicab on its permit and equipped with a taximeter.

ee. TAXICAB, ZONE FARE means a vehicle designated a zone fare taxicab on its permit and which charges fares based on a series of geographically defined zones.

ff. TAXIMETER means a device by which the charge for hire of a taxicab is calculated, either for distance traveled or for waiting time, or for both, and upon which such charge is indicated by means of numbers.

B. Vehicle Regulations

1. Purpose. The purpose of this subchapter is to provide uniform regulations to require every permittee and driver to furnish reasonably safe and adequate service at just and reasonable rates to assure adequate accommodations to the public.

2. Public Passenger Vehicle Permits.

a. Permit Required.

(1) No vehicle owner or lessee shall operate his or her vehicle, or allow his or her vehicle to be operated, as a public passenger vehicle for hire upon the streets of the city without the vehicle owner or lessee first obtaining for the vehicle a permit and current inspection sticker as provided in this section.

(2) No person shall operate a public passenger vehicle for hire upon the streets of the city without the vehicle owner or lessee first obtaining for the vehicle a permit and current inspection sticker as provided in this section.

(3) Any person violating this section shall be subject to the penalty provided in this Ordinance.

b. Exemptions. The following vehicles shall be exempt from the regulations of this subchapter:

(1) Vehicles licensed by the Wisconsin department of transportation as human service vehicles as described in ch. Trans 301, Wis. Adm. Code.

c. Application.

(1) Application for a public passenger vehicle permit shall be filed with the city clerk on forms provided therefore. The application shall be signed and sworn to by the applicant, if an individual; each partner, if a partnership; a duly authorized agent, corporate president and secretary, if a corporation; or a duly authorized agent and 2 members, if a limited liability company.

(2) The application shall require:

(a) The name, date of birth and home address and telephone number of the applicant.

(b) If the applicant is a corporation or limited liability company, the name of the corporation shall be set forth exactly as it is set forth in its articles of incorporation, together with the names, dates of birth and home addresses and telephone numbers of its designated agent and each of its officers or members, if any. If any of the members is a corporation, the provisions of this section pertaining to a corporate applicant shall apply to the corporate officers.

(c) If the applicant is a partnership, the application shall set forth the name, date of birth and home address and telephone number of each of the partners, including limited partners. If one or more of the partners is a corporation, the provisions of this section pertaining to a corporate applicant shall apply to the corporate partners.

(d) The type of public passenger vehicle the applicant intends to employ.

(e) The current state registration of each motor vehicle, naming the applicant as sole title holder and not as lien holder.

(f) Evidence of financial responsibility as required by this Ordinance, issued to and covering the applicants.

(g) All convictions of each person named on the application, including ordinance violations and traffic violations, with a brief statement of the nature of the convictions and the jurisdiction in which the conviction occurred.

(h) Such other reasonable and pertinent information the Common Council or the Committee on Licenses/Permits may from time to time require.

(3) Each corporate applicant applying shall file with its application for a permit a statement by its officers or members showing the names and addresses of all persons who individually hold 10% or more of the corporation's total or voting stock, or proxies for that amount of stock, together with the amount of stock or proxies held by each person.

(4) Each applicant shall file with the application for a permit a sworn statement by the

applicant stating that the permit may be subject to suspension, nonrenewal or revocation if the permittee violates any rule or regulation provided in this chapter. The contents of the application shall be true, correct and complete, and show that the applicant has sworn to the truth of the same before a notary public authorized to give oaths in the state of Wisconsin.

d. Changes To Be Reported.

(1) A permittee shall notify the city clerk whenever there is a change in any information that is reported in the application form or renewal application form. The permittee shall make this notification in writing within 10 calendar days after the change occurs.

(2) Whenever a corporation or limited liability company holding a public passenger vehicle permit changes any of its corporate officers, members or agents, the corporation agent shall file, within 10 calendar days after the change occurs, the appropriate application with the city clerk. This application shall in all respects be treated as a new application subject to all the requirements of this section.

(3) It shall be the duty of the corporate officers to file with the city clerk a statement of the sale or transfer of any stock or proxies, where the effect of such stock would constitute a change in the stockholders' list previously filed with the city clerk. The notice to the city clerk shall be given in writing within 10 calendar days after the sale or transfer occurs.

e. Fee and Term. Each application shall be accompanied by a permit fee of seventy-five dollars (\$75.00) per vehicle operated in such business. All permits issued shall expire on the 30th day of June following their issue and may be renewed upon payment of the above fees.

f. Fingerprinting.

(1) All applicants for a public passenger vehicle permit shall be fingerprinted. If the applicant is a corporation or limited liability company, the agent and each officer or member, as well as each stockholder owning 20% or more of the stock of the corporation, shall be fingerprinted. If the applicant is a partnership, each partner shall be fingerprinted.

(2) **Exemptions.** The requirement that an applicant be fingerprinted shall not apply to a person already licensed by the city when that person is renewing the permit. The fingerprinting requirement shall also not apply to the officers and directors of nonprofit corporations which apply for a permit, except that the fingerprinting requirement shall apply to the agents of such corporations.

(3) **Duplicate Sets Not Required.** If a set of fingerprints is on file with the police department, an additional set shall not be required unless expressly requested by the police department for purposes of verification.

g. Investigation. Each application shall be referred to the police department who shall cause an investigation to be made and report the findings to the licensing committee.

h. Committee Action.

(1) If the police department files no written report summarizing the arrest and convictions of the applicant which could form a basis for denial, the application shall be forwarded to the Common Council for approval.

(2) If the police department files a written report summarizing the arrest and convictions of the applicant which could form a basis for denial, the application shall be forwarded to the Committee on Licenses/Permits for its recommendation as to whether or not each permit should be issued. The committee may make a recommendation following an applicant hearing to grant or deny the application. The committee shall forward its recommendation in writing to the Common Council for vote at the next meeting at which such matter will be considered.

i. Disqualification. Whenever an applicant for a new or renewal public passenger vehicle permit has had his or her application denied, not renewed or revoked, no other application by the same applicant for any new public passenger vehicle permit shall be recommended for approval by the licensing committee for a period of 12 months following the date of the denial, nonrenewal or revocation.

j. Issuance.

(1) It shall be the duty of the city clerk, whenever a public passenger vehicle permit has been granted by the Common Council, to prepare and deliver to the applicant a permit in accordance with this chapter.

(2) No permit shall be issued by the city clerk unless the applicant has first provided the city clerk with all of the following items:

(a) A current state vehicle registration naming the applicant as sole titleholder and not as lien holder.

(b) If the vehicle is leased, an approved lease consistent with this chapter as a handicapped-elderly vehicle, luxury limousine or shuttle vehicle.

(c) A valid inspection sticker for the vehicle.

(d) Proof of financial responsibility in accordance with this Ordinance.

(e) A city treasurer's receipt for payment of the permit fee.

(3) All permits shall bear the corporate seal of the city and the signature of the city clerk. The permit shall contain the engine number of each motor vehicle, together with the date of inspection of the vehicle, and blank spaces upon which an entry shall be made of the date of each inspection of the vehicle.

(4) A permit shall be issued only to a vehicle owner, excepting that a permit may be issued to an individual lessee of a handicapped elderly vehicle, luxury limousine or shuttle vehicle if the vehicle is leased pursuant to this chapter.

(5) The permit shall be conspicuously and prominently displayed in each vehicle by the owner and shall be kept there at all times.

(6) Whenever a permit has been defaced, lost, stolen or destroyed, the permittee shall immediately apply to the city clerk for a duplicate permit.

k. Regulations.

(1) **All Permittees.** Every permittee shall be responsible for the operation of the vehicle for which the permit has been granted without regard to the legal relationship between the permittee and the driver.

(2) The applicant has complied with any additional requirements established by the Committee on Licenses/Permits.

(3) **Non-use of Permits.** Permits may be suspended or revoked by the Committee on Licenses/Permits any time the permittee fails to make a reasonable effort to operate any vehicle licensed by the city. A permittee may remove a vehicle from service between May 1 and November 1 by notifying the city clerk of the action. A vehicle removed from service shall not be operated on the streets for hire or shall have its decals or designation as a public passenger vehicle removed or have the words "not in service" placed on each side of the vehicle in letters at least 5 inches high.

(4) **Replacement of Vehicle.**

(a) No permit may be transferred to any other vehicle unless the owner of the vehicle is also the permittee, demonstrates financial responsibility for the vehicle, the vehicle has a current inspection sticker and the owner has paid the required vehicle replacement fee. The city clerk shall be notified of all vehicle replacements.

(b) No public passenger permits for taxicabs shall be transferred to any motor vehicles of model years greater than 10 years old at the time of replacement.

(5) **Retirement of Vehicles.** Any permittee who retires a vehicle from service and does not replace it shall immediately notify the city clerk of the action, indicating which retired vehicle will not be replaced. The licensing committee shall determine whether the permit for the retired vehicle shall be suspended until the vehicle is replaced, or revoked. Vehicles retired from service shall have all decals permanently removed or obliterated.

(6) **Fleet Parking.** Fleet permittees shall be responsible for providing and using suitable off street parking for their vehicles.

(7) **Affiliation.** Vehicle owners shall maintain records ensuring that drivers serving their affiliations are properly licensed by the state of Wisconsin and the city. These records shall be made available to random inspection by the city.

l. Transfer of Permits.

(1) If a permittee dies or becomes disabled, the permit may be transferred, upon notification of the city clerk by the claimant, to the surviving spouse, and if there is no surviving spouse, to the legal representative of the permittee or the estate, who shall be eligible for the operation or lease of the vehicle for the remainder of the permit period. A permit may also be transferred with the permittee's consent to a spouse for good cause and upon approval of the licensing committee.

(2) Upon expiration of the permit, the surviving spouse or legal representative may apply for the permit in his or her own name. The application shall not result in an increase in the number of permits in existence.

m. Renewal.

(1) Procedure for Renewal.

(a) Except as provided in subd. (2), the licensing committee shall, without a hearing, recommend to the Common Council the granting of an application for renewal of a public passenger vehicle permit to a permittee, provided the city clerk has received a timely-filed application for renewal and the applicant has complied with the requirements of subs. B.

(2) If the police department files a written report summarizing the arrest and convictions of the applicant which could form a basis for nonrenewal, or there is a written objection to the renewal of the permit by any interested person, the application shall be forwarded to the licensing committee for its recommendation as to whether or not each permit should be renewed.

(3) Any application filed after the expiration date of the license period following the license period for which the permit was issued shall be considered as a new permit application and be subject to the requirements for an original permit provided in this subchapter.

(4) **Grounds for Non-renewal, Suspension or Revocation.** The recommendation of the committee regarding the permittee shall be based upon evidence presented at the hearing. Probative evidence concerning non-renewal, suspension or revocation may include evidence of:

(a) Failure of the permittee to meet the municipal qualifications or any of the licensing requirements of this chapter.

(b) Pending charges against or the conviction of any felony, misdemeanor, municipal offense or other offense, the circumstances of which substantially relate to the circumstances of the particular licensed activity, by the permittee, or by any employe, driver or lessee of the permittee.

(c) The permittee, or any employe, driver or lessee of the permittee, having violated any of the operating regulations and prohibited practices set forth in this chapter.

(d) Any other factor or factors which reasonably relate to the public health, safety and welfare.

n. Procedure for Nonrenewal, Revocation or Suspension.

(1) **Applicable Procedures.** If there is a possibility that the Committee on Licenses/Permits will not recommend renewal of the permit, or if revocation or suspension proceedings are initiated, the procedures for notice and committee hearing and for the committee report, recommendations and Common Council consideration provided in ss. 13.07F.12 shall apply.

o. Request to Surrender a Permit.

(1) If a permittee wishes to surrender his or her permit after receiving a notice for a hearing on nonrenewal, suspension or revocation, the permittee must request, in writing, permission from the

licensing committee to do so prior to the commencement of the hearing. The Committee on Licenses/Permits may approve the request, or deny the request and proceed with the hearing.

(2) If a permittee who has surrendered his or her permit wishes to have the surrendered permit returned, regardless of whether the permit was surrendered pursuant to par. a, the permittee must request, in writing, permission from the Committee on Licenses/Permits to do so and appear before the committee at the date, time and place specified in written notice provided to the permittee by the city clerk. The committee may approve the request and return the permit without further action by the Common Council, or make a recommendation to the Common Council to deny the request based on the same grounds set forth in this section for nonrenewal, suspension or revocation. If the committee makes a recommendation to deny the request for the return of the permit, all committee recommendations shall be prepared and Common Council actions conducted in the same manner set forth in this section for nonrenewal, suspension or revocation.

(3) Whenever any permit is surrendered in lieu of a pending nonrenewal, suspension or revocation proceeding, no new public passenger vehicle permit shall be granted to the same person for a period of 12 months following the date of surrender.

C. Vehicle Inspection.

1. **Inspection.** Public Passenger Vehicles are subject to the inspection and reporting requirements hereinafter set forth.

a. Public Passenger Vehicles shall, at the cost and expense of applicant/permit holder, be inspected by an Automotive Service Excellence (A.S.E.) Certified Technician, who shall fill out, date and sign a Safety and Maintenance Inspection Checklist found in **Appendix 13.07 D.1.** of this Ordinance and provide a copy of their certification. The report shall be filed with the City Clerk/Treasurer at the following intervals: with the permit application six (6) months after the permit was issued; after the Public Passenger Vehicle was involved in an accident and damaged to any extent and prior to the Public Passenger Vehicle being placed back into service; and at any time directed by the Police Chief or designee thereof, based upon personal observation of a police officer indicating a lack of required maintenance.

b. A Public Passenger Vehicle may not be put in service until the required Safety and Maintenance Inspection has been completed, the Public Passenger Vehicle has been rated as satisfactory, and the report has been timely filed with the City Clerk/Treasurer. Each day of noncompliance shall be a separate violation of this Ordinance, and shall subject the permit to revocation, nonrenewal or suspension.

c. The permit holder, for the full period of operation of each Public Passenger Vehicle, shall keep a written record, with invoices, dated and signed, documenting work, respecting all maintenance work and accident repair work. These written records shall be made immediately available by the permit holder for inspection and copying upon request of the Kenosha Police Department or City Attorney's Office.

d. The Police Department may placard and order taken out of service any Public Passenger Vehicle which has not been timely inspected, satisfactorily passed the safety inspection, and been documented as such with documents filed in the office of the City Clerk/Treasurer.

D. Vehicle Standards and Equipment Requirements.

1. GENERAL REQUIREMENTS:

a. Responsibility. No vehicle owner, lessee or other person shall operate his or her vehicle, or allow his or her vehicle to be operated, as a public passenger vehicle for hire upon the streets of the city without the vehicle first meeting the vehicle standards and equipment requirements established in this section.

b. Vehicle Standards. Vehicles shall meet all safety standards required by law and, as adjudged by the police department or its designee, be kept in good operating condition and appearance.

(1) Vehicle interior and exterior shall be free of dirt, mud, oil, rips, tears, exposed springs, foodstuff, trash, waste material or any other substance or object capable of harm, damage or injury to, or interference with the person, clothing, personal property, comfort or convenience of any passenger, whether upon ingress or egress of such vehicle, or while riding therein.

(2) Vehicle shall have an exterior which is free of any misshapen or deformed condition arising from collision, crash or other impact, excepting minor dents. Vehicles shall be free of holes in floorboards, and trunk shall be empty except for emergency equipment. Vehicle shall be free of exterior rust and exterior must be painted a uniform color so as not to have patches of unmatched paint on the vehicle.

(3) All vehicles shall be washed a minimum of once per week.

c. **Vehicle Markings.**

(1) Every Public Passenger Vehicle shall be conspicuously and legibly marked on both sides of the vehicle with the name of the owner, together with the owner's vehicle number in letters and numbers not less than two and one-half (2-1/2) inches in height and in color contrasting with the color of the vehicle.

d. **Complaint Forms.** Except as provided in par. e-1, each public passenger vehicle shall have available, in the passenger compartment in a conspicuous place plainly visible to all occupants of the vehicle, complaint forms provided by vehicle owners, in a format approved by the city clerk.

e. Information provided to passengers. Luxury limousines and shuttle vehicles shall provide to passengers, at the time the service is contracted for hire, the information provided on the complaint form and rate and service complaint placard required under this subsection.

f. Complaints. Complaints shall be in writing and contain the name of the driver, vehicle number, company name, trip date and time, and the details of the complaint. Complaints shall be filed with the Kenosha Police Department.

2. **EQUIPMENT REQUIREMENTS.** In addition to any other vehicle standards and equipment requirements established in this section, each public passenger vehicle shall be equipped with a Kenosha area street map or street guide and the following mechanical devices, in sound working condition:

a. All headlamps, tail lights, emergency blinkers and turn signals shall be operable and in good working condition.

b. Each taxicab shall be equipped with a dome light mounted above the top line of the windshield.

c. Each motor vehicle shall have a heater and defroster that is in good working condition and shall be equipped with a permanently installed air conditioning system capable of reducing the interior temperature of the passenger section to 68 degrees Fahrenheit. A motor vehicle is exempt from the air conditioning requirement contained in this paragraph if the vehicle has been continually licensed as a public passenger vehicle by the vehicle owner prior to July 23, 2005.

d. The spare tire, if standard equipment, shall be securely attached and properly inflated.

e. All hood, trunk and door latches shall be in proper working order.

- f. All windows shall be in proper working order and free of unsafe chips and cracks. No vehicle shall operate with curtains, shades or other means which hide its occupants from outside view. There shall be no obstructions to normal vision by the driver.
- g. Operable and easily accessible safety belts for use by each person in the motor vehicle.
- h. The windshield wipers shall be in proper working order and the blades shall be free of defects.
- i. The horn shall be in sound working condition and be of the standard type for each motor vehicle.
- j. Door handles, arm rests and window handles must be clean and intact.
- k. The muffler, tailpipe and crossover pipe shall be securely connected and free of holes and punctures.
- l. The condition of the steering apparatus, suspension and brakes shall be determined by a road test of whatever length to verify the safe operating condition of the devices.
- m. The tire-tread depth shall not be less than 2/32 of an inch and each tire shall be free of cuts or breaks in the sidewall. Each tire shall be of the type approved for use as original equipment. No tire shall extend beyond the outer fender wall.

3. HANDICAPPED-ELDERLY VEHICLE REQUIREMENTS. Handicapped-elderly livery vehicles shall be suited for the transportation of handicapped or elderly persons who by reason of physical or mental infirmity or age cannot be transported on public mass transportation vehicles or in taxicabs. These vehicles shall have:

- a. Doorways wide enough to accommodate a wheelchair.
- b. Ramps or lifting devices for elevating wheelchairs from the curb or sidewalk into the vehicle.
- c. Adequate means of securing wheelchairs to the inside of the vehicle and safety belts for all handicapped persons.
- d. A door, in addition to those normally provided on the vehicle for ingress and egress from the vehicle, located at the rear of the vehicles to be used as a method of escape in case of an emergency.

4. MOTORCYCLE USED FOR TOURS REQUIREMENTS. A motorcycle used for tours shall:

- a. Be in a thoroughly safe condition for the transportation of the public.
- b. Comply with the equipment requirements of ch. 347, Wis. Stats., as amended.

5. PEDICAB REQUIREMENTS. A pedicab shall be in a thoroughly safe condition for the transportation of the public.

E. Rates Established.

1. **ZONE FARE TAXICAB RATES.** No person, firm or corporation holding a Taxicab Permit shall charge for passengers picked up from and/or delivered to a location within the City of Kenosha, more than the advertised and posted rates established by the Permit holder. Rates shall be calculated by taking a base or curb fare, for each zone on the Zone Map, which shall be a minimum fare established by the Permit holder, and adding a zone fare, which shall be a consistent amount, also to be determined by the Permit holder, to be added for each new zone entered, after leaving the point of origin

(pickup). Fare zones are established as shown and depicted on the Zone Map of the City of Kenosha appended to this Section, a copy of which is on file in the Office of the City Clerk/Treasurer. Permit holders shall charge for trips beyond the above described zones according to a schedule of rates which shall also be on file with the City Clerk/Treasurer's Office.

Extra passengers, picked up and discharged at same location, may be charged according to the following schedule:

- 12 years of age and older \$1.00
- Under 12 years of age \$0.75
- Infants - Nil

Permit holders shall be authorized to charge an additional One (\$1.00) Dollar for an extra stop for a passenger not over one block off the direct route and not over three minutes waiting time.

There may be an added charge of Two (\$2.00) Dollars by the driver for parcel pickup. An added charge of Two (\$2.00) Dollars may be charged for delivery. An additional One (\$1.00) Dollar may be charged if the passenger requests the parcels, bundles or groceries to be carried beyond the door.

Permit holders shall be authorized to charge not in excess of Twenty (\$20.00) Dollars per hour or \$0.25 per minute after the first three minutes of waiting.

Areas annexed to the City after the passage of this Ordinance not located within one of the zones shall retain the "County Rates", fare amounts filed with the City Clerk/Treasurer.

All rates specified above are the maximum rates which shall be charged, and there shall be no minimum rates established by this Ordinance. Permit holders may provide the City Clerk/Treasurer with a minimum of two (2) working days notice of any proposed change in rates of fare for curbside fare and/or for each zone entered.

Rates of fare shall be posted in all vehicles used to provide taxi services in a conspicuous place and manner. Passengers calling to request taxicab service shall be quoted a maximum rate for the requested service at the time of the call. All passengers shall be provided with a written or printed receipt for taxicab services upon demand. Permit holders may have a policy requiring prepayment.

The rate structure established under this Section shall not apply to contract health care providers (i.e., specialized medical vehicles), or service providers operating under any program of the Federal, State or local government to provide transportation services to persons with impaired driving ability.

2. OTHER PUBLIC PASSENGER VEHICLE RATES. Maximum rates for other vehicles including those permitted for handicapped and elderly, as horse and surrey, luxury limousine, pedicab, motorcycle used for tours, or shuttle vehicle may be established by adoption of such rates by the Common Council.

F. Insurance. No permit to operate a Public Passenger Vehicle shall be issued unless:

- 1.** The owner shall have filed with the City Clerk an insurance policy, by an insurance

company licensed to do business in the State of Wisconsin, providing coverage for liability of a minimum of Fifty Thousand Dollars (\$50,000.00) for injury or death to any one person, and subject to the same limit per person, a maximum liability of One Hundred Thousand Dollars (\$100,00.00) for the injury or death of any number of persons in any one accident and a maximum liability of Ten Thousand (\$10,000.00) Dollars for property damage in any one accident, containing the provision for Fifty Dollars (\$50.00) deductible insurance on the property damage only; or,

2. A certificate of insurance acceptable to the State of Wisconsin.

3. Said policy or certificate shall further provide that the same cannot be canceled until thirty (30) days notice of such cancellation shall be given to the City Clerk. The cancellation or other termination of any insurance policy or above-mentioned certificate shall automatically revoke and terminate all permits issued for the taxicab covered by such insurance policy.

4. **Driver To Be Covered.** All policies of insurance in compliance with this section shall contain an omnibus coverage clause by which all provisions of the insurance policy shall inure to the benefit of and cover all drivers of the named assured's public passenger vehicle regardless of the type of operation and regardless of any arrangement for the operation of the vehicle existing between the owner and the driver, whether such arrangement is that of principal agent, employer-employee, bailor-bailee, renter-rentee, or any other type of relationship.

5. **Handicapped-Elderly Driver.** All insurance for persons transporting handicapped or elderly persons shall cover such persons transported from the time the driver or other employe of the permittee assumes control over the persons. Such liability shall continue until the driver or other employe of the permittee or owner relinquishes control over the handicapped or elderly person.

6. **No Obligation On Part Of City.** The city in requiring insurance policies makes no representations or commitments whatsoever as to the sufficiency or adequacy with respect thereto and assumes no obligations to the public by virtue of having required the forgoing to be submitted and filed with the city.

F. Public Passenger Vehicle Driver's License.

1. License Required.

a. No person shall operate a public passenger vehicle in the city unless the person first holds a valid license issued under this section. No person shall operate any vehicle used for the transportation of elderly or handicapped persons in the city, regardless of whether the vehicle is licensed or otherwise regulated by the state of Wisconsin as a human service vehicle for the transportation of elderly or handicapped persons, unless the person first holds a valid license issued under this section.

b. No permittee may allow his or her vehicle to be operated by any person not holding a valid license issued under this section.

2. Qualifications. Each applicant for a driver's license shall:

a. Be at least 18 years of age.

b. Possess a valid motor vehicle driver's license, excluding occupational licenses, issued by

the state of Wisconsin.

c. If desiring to operate a motorcycle for tours, possess a valid motor vehicle driver's license issued by the state of Wisconsin for the operation of "Class M" vehicles under ch. 343, Wis. Stats., as amended.

d. If a driver of motorized vehicles, have successfully completed within 3 years prior to the date of any original application a defensive driving and safety course approved by the police department, or have retaken the course if convicted of more than 4 moving violations within one licensing period. The defensive driving course requirement is waived for drivers of non-motorized vehicles.

e. If a driver of handicapped-elderly vehicles, have successfully completed within 3 years prior to the date of any original application a passenger assistance techniques training program approved by the commissioner of health.

f. Be able to read, write and speak the English language to the extent necessary to operate a public service vehicle licensed by the city.

(1) To satisfy this requirement, applicants for licenses to operate taxicabs must, within 3 years prior to the date of any original application, pass a test established and administered by the city clerk regarding knowledge of city streets, major buildings, facilities and city regulations regarding public passenger vehicles.

(2) Alternate tests shall be available for those applicants who possess limited ability to read the English language.

(3) Any applicant taking any test under this paragraph shall, for identification, present a valid motor vehicle driver's license issued by the state of Wisconsin.

g. Be of sound physique, with good eyesight, and not subject to epilepsy, vertigo, heart trouble or any other infirmity of body or mind which might render a person unfit for the safe operation of a public passenger vehicle.

h. Be clean in dress and person.

3. Application.

a. Application for a driver's license shall be filed with the city clerk on forms provided therefore. The application shall be signed and sworn to or affirmed by the applicant. The application shall require the following information:

(1) Name, home address and telephone number of the applicant.

(2) Date of birth, height, weight, color of eyes and hair of the applicant.

(3) Valid motor vehicle driver's license number issued by the state of Wisconsin.

(4) License classification for which the applicant is applying.

(5) Name, business address and telephone number of the person, firm, association or corporation for whom the applicant is or will be employed as a public passenger vehicle driver, if known.

(6) Whether the applicant has been convicted of any crime or ordinance violation within the last 5 years, the circumstances of which substantially relate to the activity for which a license is sought, nature of the convictions, and the jurisdiction in which the conviction occurred or whether the applicant has at any time been convicted of any felony crime at any time.

(7) Whether the applicant has prior to the date of application been licensed to operate a public passenger vehicle in this city.

(8) Whether the applicant has within the last 5 years had any motor vehicle driver's license issued by the state of Wisconsin suspended or revoked, and the nature of the suspension or revocation.

(9) Sworn statement by the applicant stating that the applicant is aware that the license may be

subject to suspension, nonrenewal or revocation if the licensee violates any rule or regulation provided in this section.

b. Each applicant for a driver's license shall file with the application 2 recent photographs suitable in size and form, as determined by the city clerk, for inclusion on the applicant's official license. One photograph shall be attached to the license when issued, and the other photograph shall be filed with the application with the city clerk.

c. Post office box numbers shall not be acceptable for addresses required on applications for driver's licenses.

4. Fee and Term. All applications, new and renewal, shall be accompanied by a license fee of thirty dollars (\$30.00). The license term shall be one (1) year. The license shall expire on the April 30th next following the issuance. To renew a license, the same procedure shall be required as is required for the original license.

5. Changed to be Reported. A licensee shall notify the city clerk whenever there is a change in any information that is reported in the application form or renewal application form. The licensee shall make this notification in writing within 10 calendar days after the change occurs.

6. Fingerprinting. All applicants shall be fingerprinted. This requirement shall not apply to a person already licensed by the city when that person is renewing the license. If a set of fingerprints is on file with the police department, an additional set shall not be required unless expressly requested by the police department for verification.

7. Investigation. Each application shall be referred to the police department who shall cause an investigation to be made and report the findings to the city clerk.

8. Committee Action.

a. If the police department files no objection to an application, the city clerk shall issue the license in accordance with sub. 9. If the police department files an objection to an application, the application shall be forwarded to the Committee on Licenses/Permits for its recommendation as to whether the license should be issued. The committee may make a recommendation following an applicant hearing to grant or deny the application. The committee shall forward its recommendation in writing to the Common Council for vote at the next meeting at which such matter will be considered.

b. The recommendation of the committee concerning whether or not the license should be granted shall consider the following factors giving to each whatever weight is appropriate in the particular factual circumstances:

- (1) Whether the applicant meets the municipal requirements.
- (2) Whether the applicant has been charged with or convicted of any municipal offense, misdemeanor or other offense within five (5) years prior to the application.
- (3) Whether the applicant has been charged with or convicted of any felony, the circumstances of which are substantially related to the licensed activity.
- (4) Whether the applicant has within the last five (5) years had any motor vehicle driver's license issued by any state in the United States suspended or revoked.
- (5) Any other factors which reasonably relate to public health, safety and welfare.

9. Issuance of License. Any license issued by the city clerk under this section shall contain

the following information:

- a. Name, address, age, signature and recent photograph of the license holder
- b. License classification indicating the category or categories of public passenger vehicles the licensee is qualified to operate.
- c. The period of time for which the license is valid.

10. Change of License Classification.

a. During the license period. Any holder of a license issued under this section is permitted to change the license classification during the license period. Requests for changes of classification shall be made by filing an amendment with the city clerk, and by providing documentation of meeting the qualifications for the license classification under F.2.

(1) If the police department had not previously filed an objection to the application for the license for which the change in license classification is sought, the city clerk shall issue the license with a change in license classification in accordance with sub. 9.

(2) If the police department had previously filed an objection to the application for the license for which the change in license classification is sought, the city clerk shall refer the application for change of license classification to the police department for review.

(a) If the police department files no objection to an application for change of license classification, the city clerk shall issue the license with a change in license classification in accordance with sub. 9.

(b) If the police department files an objection to an application for change of license classification, the application shall be forwarded to the Committee on Licenses/Permits for its recommendation as to whether a license with a change in license classification should be issued.

b. At the time of renewal.

(1) Any holder of a license issued under this section is permitted to change the license classification at the time application for renewal is filed. Requests for change of license classification shall be made by filing an application for renewal with the city clerk pursuant to sub. 11, and by providing documentation of meeting the qualifications for the license classification under s. F.2. and payment of the fee as provided in s. F.4.

(2) If the licensee fails to submit documentation of meeting the qualifications for the change of license classification at the same time the application for renewal is filed with the city clerk, no change in license classification shall occur, except as provided in par. a.

11. Renewal.

a. Procedure for Renewal.

(1) Except as provided in subd. (b), the licensing committee shall, without a hearing, recommend to the Common Council the granting of an application for renewal of a public passenger vehicle permit to a permittee, provided the city clerk has received a timely-filed application for renewal and the applicant has complied with the requirements of subs. B.

b. If the police department files a written report summarizing the arrest and convictions of the applicant which could form a basis for nonrenewal, or there is a written objection to the renewal of the permit by any interested person, the application shall be forwarded to the licensing committee for its recommendation as to whether or not each permit should be renewed.

c. Any application filed after the expiration date of the license period following the license period for which the permit was issued shall be considered as a new permit application and be subject to the requirements for an original permit provided in this subchapter.

d. Grounds for Non-renewal, Suspension or Revocation. The recommendation of the committee regarding the permittee shall be based upon evidence presented at the hearing. Probative evidence concerning non-renewal, suspension or revocation may include evidence of:

(1) Failure of the permittee to meet the municipal qualifications or any of the licensing requirements of this chapter.

(2) Pending charges against or the conviction of any felony, misdemeanor, municipal offense or other offense, the circumstances of which substantially relate to the circumstances of the particular licensed activity, by the permittee, or by any employe, driver or lessee of the permittee.

(3) The permittee, or any employe, driver or lessee of the permittee, having violated any of the operating regulations and prohibited practices set forth in this chapter.

(4) Any other factor or factors which reasonably relate to the public health, safety and welfare.

12. Procedures for Non-renewal, Suspension or Revocation.

a. Any license issued under this section may be subject to non-renewal, suspension or revocation for cause by the Common Council after notice to the licensee and a hearing.

b. Non-renewal, suspension or revocation proceedings may be instituted by the licensing committee upon its own motion, or upon sworn written charges made and filed with the city clerk by the chief of police or upon a sworn written complaint filed with the city clerk by any interested party.

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

d. Judgment Of Conviction, As Prima Facie Proof Of Violation. The judgment of conviction of any Licensee, or employe or agent thereof, in any Municipal, State or Federal Court, irrespective of whether obtained following trial, plea agreement, or bond forfeiture, shall be prima facie proof of said violation for purposes of this Ordinance. However, in the instance of any judgment of conviction entered pursuant to a no contest plea, or considered in law to be rendered pursuant to a no contest plea, said judgment of conviction as a prima facie case may be rebutted. Further, mitigating circumstances may be introduced with respect to any judgment of conviction.

13. Operating Regulations for all Public Passenger Vehicles.

a. License To Be Exhibited.

(1) Any driver while operating a vehicle shall display in a location clearly visible to the passengers and, in a motor vehicle illuminated at night, a valid license granted under this chapter, which license shall display the photograph of the driver. In lieu of displaying the license in a conspicuous place in the vehicle, the license may be carried on the person of a driver engaged in the operation of the following public passenger vehicles: horse and surrey livery, luxury limousine, pedicab, motorcycle, and shuttle vehicle.

(2) Whenever a licensee's state of Wisconsin motor vehicle driver's license is canceled, expired, revoked or suspended, the public passenger vehicle driver's license issued under this chapter to the licensee shall be automatically suspended and returned to the city clerk within 10 working days following the date on which the motor vehicle driver's license was canceled, revoked or suspended. The public passenger vehicle driver's license will be reinstated upon presentation of documentation evidencing the possession of a valid state of Wisconsin motor vehicle driver's license excluding occupational licenses.

b. Driver Name and Receipt.

(1) No driver of a public passenger vehicle may refuse to give to a person requesting the information his or her name or license number, the vehicle owner's name, or the address of the vehicle owner's place of business.

(2) If requested by the passenger, the driver in charge of a vehicle shall deliver to the person paying for the hiring a receipt in legible writing containing, at a minimum, the name of the service, the city permit number, the driver's city license number, the total amount paid and the date of payment.

c. Failure to Pay Fare.

(1) No person shall neglect or refuse to pay for the service of any licensed vehicle with the intention of defrauding the driver of the vehicle, provided the rates charged by the vehicle are in conformity with this chapter.

(2) Every driver of a vehicle shall have the right to demand payment of the legal fare in advance and may refuse employment unless so prepaid, but no driver shall otherwise refuse or neglect to convey any orderly person upon request within the city of Kenosha unless previously engaged or unable to do so.

d. Hours of Drivers. No person may require any other person driving a public passenger vehicle upon the public streets to work more than 12 hours in every 24 hours. Such 12 hours shall be split by an intermission of one to 4 hours off duty. Every driver shall have at least 24 consecutive hours off each week.

e. Lost Articles Left in Vehicles. Whenever an article is left in or on a public passenger vehicle, the driver shall deliver the article to the police department or to the office of the vehicle dispatcher, unless the driver shall have returned the article to its owner or disposed of the article in a manner directed by its owner within 48 hours of the discovery of the article. Property not reclaimed by the owner from the dispatcher's office within 48 hours shall be delivered to the police department.

f. Map or Street Guide. Every public passenger vehicle driver shall cause to be maintained in the vehicle he or she is driving for public hire, or upon his or her person, a Kenosha area map or street guide.

g. Misinforming, Misleading Persons Prohibited. No owner or driver of a public passenger vehicle, or agent of an owner or driver of a public passenger vehicle, shall induce a person to ride in or hire the vehicle by misinforming or misleading the person.

h. Misrepresentation and False Vouchers Prohibited.

(1) No owner or driver of a public passenger vehicle or agent of an owner or driver of a public passenger vehicle shall induce a person to ride in or hire the vehicle by falsely representing the vehicle as being in the employment of another person.

(2) No driver or owner of a public passenger vehicle or agent of a driver or owner of a public passenger vehicle shall request payment of a fare for an amount in excess of the rates of fare established in this chapter.

i. Prohibited Activities. The following activities are prohibited:

(1) Permitting a nonpaying passenger or driver's pet in a vehicle when transporting a farepaying passenger, except for the purpose of driver training. The potential passenger shall be informed of this training and offered an alternative vehicle.

(2) The directing, taking or transportation, or offering to direct, take, or transport any person for immoral purposes, or assisting by any means whatsoever any person for such purposes, to seek or to find any prostitute or other person engaged in immoral practices, or any brothel, or bawdy house, or any other place of ill fame whatsoever, with knowledge or reasonable cause to know of the character of the person, house or place is prohibited.

(3) Knowingly receiving any person for purposes of lewdness, assignation or prostitution, into or upon any vehicle, conveyance, or other means of transportation, or permitting any person to remain for purposes of lewdness, assignation or prostitution, in or upon any vehicle, conveyance, or other means of transportation.

(4) Knowingly receiving and transporting any goods or substances which are contraband or illegal or otherwise restricted as to delivery or use.

(5) Using while on duty alcohol, a controlled substance, a controlled substance analog or a combination thereof, or driving or operating a vehicle while intoxicated or under the influence of alcohol, a controlled substance, a controlled substance analog or a combination thereof, or under the influence of any drug which renders the person incapable of safely driving.

j. Seating Capacity of Vehicles. No driver shall carry more adult passengers than the designed capacity of the vehicle, and no more children, except children under 5 years of age carried in the arms of an adult, than can be seated comfortably on the seats. In no event shall more than 2 persons in addition to the driver be permitted in the front seat of the vehicle.

k. Solicitation; Driver to Remain With Vehicle. No person shall solicit passengers at a designated vehicle stand unless the driver is sitting in the driver's seat of the vehicle. Drivers of vehicles shall remain on driver's seat or inside of the vehicle except to use a restroom, receive telephone calls or to assist passengers, in and out of the vehicle, and they are not to be absent more than 15 minutes at a time.

l. Trip Records. Prior to starting any shift, every driver shall fill in on the trip record his or her name, the shift date and start time, and the vehicle permit number. Every driver shall complete in real time on a daily basis trip records, approved by the police department as to format, which shall show the date, time and place each passenger was picked up and the date, time and place each passenger was discharged. The permittee shall retain trip records for at least 90 days, and the original records shall be readily available for inspection upon request by the police department.

m. Daily Safety Checklist.

(1) Every public passenger vehicle driver prior to the beginning of each shift shall inspect the vehicle to make sure that all equipment on the vehicle is operable and in good working condition and that the vehicle is maintained in a reasonably clean condition on the inside and outside.

(2) Every public passenger vehicle driver shall keep in the vehicle a daily safety checklist ensuring that the items listed in par. C have been inspected and are in good working order and by the public passenger vehicle permit holder properly placed in or on the vehicle. The checklist shall be kept for at least 14 days by the public passenger vehicle permit holder and be readily available for inspection upon request by the police department.

(3) The daily safety checklist shall include the following items:

(a) Rate/complaint placard.

- (b) Clean interior/exterior.
- (c) Seat belts.
- (d) Horn.
- (e) Spare tire (inflated).
- (f) Heater/defroster/air conditioner.
- (g) Windshield (in compliance with s. Trans 305.34, Wis. Adm. Code, as amended).
- (h) Windshield wipers/blades.
- (i) Head lamps/tail, turn, brake, hazard lights.
- (j) Tires.
- (k) Wheels/rims.
- (l) Body of vehicle.
- (m) Upholstery.

n. Service to Disabled Passengers. No owner or driver of a public passenger vehicle or agent of an owner or driver of a public passenger vehicle shall decline service to those passengers who are disabled or those with service animals or wheelchairs.

14. Additional Operating Regulations.

a. Taxicabs.

(1) Taxi Stand Use.

(a) No taxicab standing at the head of a taxi stand line shall refuse to carry any orderly person applying for a taxicab who agrees to pay the proper fare, but this shall not prevent any person from selecting any taxicab he or she may desire on the stand whether it be at the head of the line or not.

(b) As the taxicabs leave the line with passengers, those behind shall move up, and any taxicab seeking a place on the stand shall approach the same only from the rear of the stand and shall stop as near as possible to the last taxicab already on the line. No taxicab shall stand within 5 feet of any crosswalk.

(2) Radio Service Prohibited. No person may provide radio service to any unlicensed taxicab or taxicab whose license has been suspended or revoked.

(3) Double Loading. Double loading is prohibited unless expressly authorized by the first passenger. No driver may plant, or permit to be planted, any person for the purpose of assuming the role of a first passenger to attempt to evade the provisions of this paragraph. Any person consenting to act as a plant for the purpose of falsely assuming the role of a first passenger shall be considered with the driver to be violating this paragraph.

(4) Maximum Period. A driver of a taxicab shall respond to a service request within 30 minutes upon receiving the request.

b. Shuttle Vehicles.

(1) Each person holding a permit for a shuttle vehicle operating on a fixed route and schedule shall post a current route schedule in the vehicle and submit a copy to the city clerk.

(2) No shuttle vehicle operating on a fixed route and schedule may deviate from the route filed with the city clerk, without the person holding a permit for the shuttle vehicle having first filed an amended route and schedule form with the city clerk's office at least 48 hours prior to the change in route and schedule.

15. Penalty. Any person who shall violate any of the terms and conditions of this Ordinance shall, upon conviction thereof, forfeit not more than Five Hundred (\$500.00) Dollars, plus the costs of prosecution, in addition to all applicable surcharges and assessments, and in default of the timely payment thereof be confined in

the County Jail for a period not to exceed thirty (30) days.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

ORDINANCE NO. _____

DRAFT 12/16/10
03/30/11

BY: THE MAYOR

**TO REPEAL AND RECREATE SUBSECTION 3.05.A.
OF THE CODE OF GENERAL ORDINANCES
ENTITLED "DUTIES"**

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

Section One: Subsection 3.05.A. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

3.05 DUTIES

A. Annual Fire Prevention Inspections. Except as otherwise provided in this Chapter, it shall be the duty of the Chief of the Fire Department to semi-annually inspect, or cause to be inspected by the Bureau or by officers and personnel of the Fire Department, all public buildings, structures and premises as defined by Wis. Stat. §101.01, for the purpose of ascertaining, and causing to be corrected, any conditions liable to cause fire, or any violations of any laws or lawful orders relating to conditions or circumstances defined in **§3.01**.

1. The property owner shall be charged a fee for the annual fire prevention inspection based upon a fee schedule adopted by Resolution of the Common Council from time to time which establishes the fee for the Annual Fire Prevention Inspection.

2. The Annual Fire Prevention Inspection Fee shall constitute a special charge against the property under Wis. Stats. §66.0627, and shall be placed on the annual tax roll for collection as a special charge. All rules and regulations related to the collection of real estate taxes shall apply.

3. All buildings, structures and premises owned by the City of Kenosha, the State of Wisconsin, and the U.S. Government shall be exempt from this fee.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

ORDINANCE NO. _____

BY: THE MAYOR

**TO REPEAL AND RECREATE SUBSECTION 3.05.A.
OF THE CODE OF GENERAL ORDINANCES
ENTITLED "DUTIES"**

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

Section One: Subsection 3.05.A. of the Code of General Ordinances for the City

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

3.05 DUTIES

A. Annual Fire Prevention Inspections. Except as otherwise provided in this Chapter, it shall be the duty of the Chief of the Fire Department to semi-annually inspect, or cause to be inspected by the Bureau or by officers and personnel of the Fire Department, all public buildings, structures and premises as defined by **Wis. Stat. §101.01**, for the purpose of ascertaining, and causing to be corrected, any conditions liable to cause fire, or any violations of any laws or lawful orders relating to conditions or circumstances defined in **§3.01**.

1. The property owner shall be charged a fee for the annual fire prevention inspection based upon a fee schedule adopted by Resolution of the Common Council from time to time which establishes the fee for the Annual Fire Prevention Inspection.

2. The Annual Fire Prevention Inspection Fee shall constitute a special charge against the property under Wis. Stats. §66.0627, and shall be placed on the annual tax roll for collection as a special charge. All rules and regulations related to the collection of real estate taxes shall apply.

3. All buildings, structures and premises owned by the City of Kenosha, the State of Wisconsin, and the U.S. Government shall be exempt from this fee.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

ORDINANCE NO. _____

BY: 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 "**38th Avenue**" in Column A and "**68th 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:

38th Avenue and 68th 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 51st STREET BEFORE ENTERING THE
INTERSECTION WITH 68th 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 51st 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

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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

ORDINANCE NO. _____

BY: ALDERPERSON JESSE L. DOWNING

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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

RESOLUTION NO. _____

BY: ALDERPERSON RAY MISNER

**TO ASSIGN A NEW WARD POLLING PLACE FOR WARD 26, DISTRICT 13 AND
DESIGNATE THE POLLING PLACE FOR WARDS 25 AND 26 AS THE SOUTHWEST
LIBRARY (7979-38th Avenue)**

WHEREAS, it is the desire of the City of Kenosha to assign polling place locations that best serve the citizens of the City of Kenosha, and

WHEREAS, it has been deemed that a change in the polling place for Ward 26, District 13 would better serve the citizens of this Ward,

NOW THEREFORE, BE IT RESOLVED:

1. That the polling place location for Ward 26, District 13 be changed from Grewenow Elementary School, 7714-20th Avenue to the Southwest Library, 7979-38th Avenue.
2. That the polling place location for Wards 25 and 26 be designated as the Southwest Library, 7979-38th Avenue, as allowed by Section 5.25, Wisconsin Statutes.

Adopted this 4th day of April, 2011.

Approved: _____ Mayor
Keith G. Bosman

Date: April 5, 2011

Attest: _____ Deputy City Clerk
Debra L. Salas

5.15 ELECTIONS — GENERAL PROVISIONS; BALLOTS & VOTING *Not certified under s. 35.18 (2), stats.*

divide itself into wards in such a manner that will permit the creation of county supervisory districts in accordance with the population requirements for the plan specified in s. 59.10 (2) (a) or (3) (b) 1.

(e) Notwithstanding par. (b), if territory is detached from a city, village or town after adoption of a decennial ward plan, and the remaining portion of the ward to which it was attached falls below the prescribed minimum population for the applicable range, the remaining portion of the population may be constituted a ward by itself.

(f) Notwithstanding par. (b), any city, village or town may establish a ward below the prescribed minimum population for the applicable range whenever the proposed ward is established under par. (a), (d) or (e) or whenever the proposed ward contains solely:

1. That part of a city or village situated in a county other than the county in which the major part of the municipality is located.

2. That part of a city, village or town belonging to a school district other than the school district to which the major part of the municipality belongs.

3. Island territory containing a resident population. In this subdivision, "island territory" means territory surrounded by water, or noncontiguous territory which is separated by the territory of another municipality or by water, or both, from the major part of the municipality to which it belongs.

4. New territory which becomes a part of a city, village or town after the adoption of a decennial ward plan.

(g) If a block is affected by an annexation or detachment which establishes a municipal boundary that subdivides the block, the municipalities in which the block is contained shall incorporate only the portion of the block contained within their boundaries in their ward plans.

(4) (a) The division ordinance or resolution shall number all wards in the municipality in whole numbers in consecutive order, beginning with the number one, shall designate the polling place for each ward, and shall describe the boundaries of each ward consistent with the conventions set forth in s. 4.003. The ordinance or resolution shall be accompanied by a list of the block numbers used by the U.S. bureau of the census that are wholly or partly contained within each ward, with any block numbers partly contained within a ward identified, and a map of the municipality which illustrates the revised ward boundaries.

(b) Within 5 days after adoption or enactment of an ordinance or resolution under this section, the municipal clerk shall transmit one copy of the ordinance or resolution to the county clerk of each county in which the municipality is contained, accompanied by the list and map specified in par. (a). If the population of the municipality exceeds 10,000, the municipal clerk shall furnish one copy to the legislative reference bureau at the same time. Each copy shall identify the name of the municipality and the county or counties in which it is located.

(5) When a town is divided into wards, the annual town meeting shall be held in a location authorized under s. 60.11 (3) (a).

(6) (a) Following any municipality-wide special federal census of population, the governing body of the municipality in which the special census was held may, by ordinance or resolution, adjust the ward boundaries, but no ward line adjustment may cross the boundary of an assembly district. The municipal clerk shall transmit copies of the ordinance or resolution in compliance with sub. (4) (b).

(b) No later than 60 days before each September primary and general election, and no later than 30 days before each other election the governing body of any municipality may by resolution combine 2 or more wards for voting purposes to facilitate using a common polling place. Whenever wards are so combined, the original ward numbers shall continue to be utilized for all official purposes. Except as otherwise authorized under this paragraph, every municipality having a population of 35,000 or more shall maintain separate returns for each ward so combined. In municipi-

palities having a population of less than 35,000, the governing body may provide in the resolution that returns shall be maintained only for each group of combined wards at any election. Whenever a governing body provides for common ballot boxes and ballots or voting machines, separate returns shall be maintained for each separate ballot required under ss. 5.62 and 5.64 at the September primary and general election. The municipal clerk shall transmit a copy of the resolution to the county clerk of each county in which the municipality is contained. In municipalities having a population of less than 35,000, the resolution shall remain in effect for each election until modified or rescinded, or until a new division is made under this section.

(7) If a new town is created or if part of a town is annexed to a city or village during a decennial period after the period for ward adjustments under sub. (1) (b), the town board of any town to which territory is attached or from which territory is detached, without regard to the time provisions of sub. (1) (b), may, by ordinance or resolution, adjust the wards in that town, but no ward line adjustment may cross the boundary of an assembly district. The town clerk shall transmit copies of the ordinance or resolution making the adjustment in compliance with sub. (4) (b).

(8) Until divided, all elections are held in the established wards.

History: 1971 c. 304 ss. 3 to 5, 29 (2); 1977 c. 26, 418, 427, 449; 1979 c. 260; 1981 c. 4 ss. 2 to 10, 18; 1981 c. 314; 1983 a. 29, 192, 442; 1983 a. 484 ss. 8e, 174; 1983 a. 538; 1985 a. 304 ss. 8 to 10, 12; 1987 a. 391; 1991 a. 5, 143, 315; 1993 a. 213; 1995 a. 201; 1999 a. 182; 2005 a. 149, 312.

City and county apportionment is discussed. *City of Janesville v. Rock County*, 107 Wis. 2d 187, 319 N.W.2d 891 (Ct. App. 1982).

The court properly voided the city's plan and adopted the county's plan, even though the county did not adopt the plan within 60 days of receiving census data. *County of La Crosse v. City of La Crosse*, 108 Wis. 2d 560, 322 N.W.2d 531 (Ct. App. 1982).

5.18 Enforcement of division requirement. If any municipality fails to comply with s. 5.15, the county in which the municipality is located or any elector of the municipality may submit to the circuit court for any county in which the municipality is located within 14 days from the expiration of the 60-day period under s. 5.15 (1) (b) a proposed plan for the division of the municipality into wards in compliance with this section. If the circuit court finds that the existing division of the municipality into wards fails to comply with s. 5.15, it shall review the plan submitted by the petitioner and after reasonable notice to the municipality may promulgate the plan, or any other plan in compliance with s. 5.15, as a temporary ward plan for the municipality to remain in effect until superseded by a ward plan adopted by the governing body in compliance with s. 5.15.

History: 1985 a. 304 ss. 9, 11, 12.

5.25 Polling places. (1) All elections under chs. 5 to 12 shall be held at the polling places provided in this section. The places chosen shall be public buildings, unless the use of a public building for this purpose is impracticable or the use of a nonpublic building better serves the needs of the electorate, as determined by the authority charged with the responsibility for establishing polling places under sub. (2).

(2) In cities over 500,000 population, polling shall be at the places established by the board of election commissioners. In all other cities and in villages and towns, polling shall be at the places established by the governing body.

(3) Polling places shall be established for each September primary and general election at least 60 days before the election, and for each other election at least 30 days before the election.

(4) (a) Each polling place shall be accessible to all individuals with disabilities. The board shall ensure that the voting system used at each polling place will permit all individuals with disabilities to vote without the need for assistance and with the same degree of privacy that is accorded to nondisabled electors voting at the same polling place. This paragraph does not apply to any individual who is disqualified from voting under s. 6.03 (1) (a).

Text from the 2009–10 Wis. Stats. database updated by the Legislative Reference Bureau. Only printed statutes are certified under s. 35.18 (2), stats. Statutory changes effective prior to 1–1–11 are printed as if currently in effect. Statutory changes effective on or after 1–1–11 are designated by NOTES. Report errors at (608) 266–3561, FAX 264–6948, <http://www.legis.state.wi.us/rsb/stats.html>

(b) In any jurisdiction that is subject to the requirement under 42 USC 1973aa-1a to provide voting materials in any language other than English, the board shall ensure that the voting system used at each polling place in that jurisdiction is in compliance with 42 USC 1973aa-1a.

(d) No later than June 30 of each odd-numbered year, the board shall submit a report on impediments to voting faced by elderly and handicapped individuals to the appropriate standing committees of the legislature under s. 13.172 (3). In preparing its report under this paragraph, the board shall consult with appropriate advocacy groups representing the elderly and handicapped populations.

(5) (a) Except as authorized in par. (b), all electors within a ward shall vote at the same polling place.

(b) The municipal clerk or board of election commissioners of a municipality in which an elderly or handicapped elector resides may reassign the elector to a polling place within the municipality other than the polling place serving the elector's residence in order to permit the elector to utilize a polling place that is accessible to elderly or handicapped individuals.

(c) The electors of more than one ward in the same municipality may vote at a single polling place.

History: 1975 c. 275; 1977 c. 427; 1979 c. 89; 1983 a. 532; 1985 a. 304, 332; 1987 a. 391; 1989 a. 192; 1999 a. 182; 2003 a. 265.

5.35 Polling place requirements. (1) NATIONAL FLAG. On election days, every polling place shall properly display the national flag during all hours the polls are open.

(2) **VOTING BOOTHS.** There shall be one voting booth for every 200 electors who voted at the last general election. The booths shall have a surface on which to write or work and be sufficiently enclosed to assure privacy for the elector and anyone lawfully assisting the elector while marking the elector's ballot.

(3) **BALLOT BOXES.** Where the voting procedure makes it necessary, there shall be a separate ballot box for each form of ballot at each polling place. There shall be a suitable lock and key for each, and an opening no larger than is sufficient to receive a single ballot or a single folded ballot if the box is used for deposit of paper ballots. If the electors of more than one ward use the same polling place, there shall be separate ballot boxes provided for the electors of each ward, unless combined ballot boxes are authorized in accordance with s. 5.15 (6) (b).

(4) **LAYOUT; ORGANIZATION.** All voting booths and machines shall be placed apart from other activities in the polling place, with their exteriors in full view of the election officials. Only the proper election officials, persons observing the proceedings under s. 7.41, persons assisting voters under s. 6.82 (2) and electors receiving, preparing or depositing their ballots or casting their votes on the machines are permitted in the voting area. Except where assistance is authorized, only one elector at a time is permitted in a voting booth or machine.

(5) **ACTIVITIES RESTRICTED.** No polling place may be situated so as to interfere with or distract election officials from carrying out their duties. The municipal clerk and election inspectors shall prevent interference with and distraction of electors at polling places.

(6) **POSTING REQUIREMENTS. (a)** At each polling place in the state, the municipal clerk or board of election commissioners shall post the following materials, positioned so that they may be readily observed by electors entering the polling place or waiting in line to vote:

1. The relevant portions of the voting instructions in the type B notice for the election as specified in s. 10.02 (3) and, for each referendum on the ballot, the text of the type C notice specified in s. 10.01 (2) (c).

2. A copy of the election fraud laws provided in s. 12.13 (1) and (3) (intro), (d), (f), (g), (k), (L), (o), (q), (r), (u), (v) and (x), together with the applicable penalties provided in s. 12.60 (1).

2m. General information prescribed by the board on federal laws relating to election fraud and misrepresentation in federal elections.

3. Two sample ballots prepared under s. 5.66 (2).

4. The date of the election and the hours during which the polling place is open.

4a. Instructions prescribed by the board for electors for whom proof of residence under s. 6.34 is required under s. 6.55 (2).

4b. General information prescribed by the board concerning voting rights under applicable state and federal laws, including the method of redress for any alleged violations of those rights.

5. Any other voting information directed to be posted by the board.

(b) At each polling place in the state where a consolidated ballot under s. 5.655 is used or an electronic voting system is utilized at a partisan primary election incorporating a ballot upon which electors may mark votes for candidates of more than one recognized political party or for candidates of a recognized political party and independent candidates, the municipal clerk or board of election commissioners shall prominently post a sign in the form prescribed by the board warning electors in substance that on any ballot with votes cast for candidates of more than one recognized political party or any ballot with votes cast for candidates of a recognized political party and independent candidates, no votes cast for any candidates for partisan office will be counted unless a preference for a party or for the independent candidates is made. If the elector designates a preference, only votes cast for candidates of that preference will be counted.

(c) At each polling place located in a municipality that is served by more than one polling place for an election, the municipal clerk or board of election commissioners shall prominently post a map of the geographic area served by the polling place for that election. The posting shall clearly show the boundaries of the ward or wards served by the polling place for that election.

History: 1975 c. 85, 199; 1977 c. 427; 1979 c. 260, 311, 355; 1981 c. 4, 20; 1983 a. 484; 1985 a. 304; 1999 a. 182; 2001 a. 16; 2003 a. 265; 2005 a. 451.

5.36 Notice of voting by individuals with disabilities.

Any individual with a disability may notify a municipal clerk that he or she intends to vote at a polling place on election day and may request that a specific type of accommodation be provided that will facilitate his or her voting.

History: 2003 a. 265.

5.37 Voting machine requirements. (1) Voting machines

shall give every elector a reasonable opportunity to vote for any person for any office and on any proposition the elector is entitled to vote on, assure privacy to the elector so no one will know how the elector is voting or has voted, preclude the electors from voting for persons or propositions upon which they are not entitled to vote and from voting more than once for the same office or on the same proposition. Voting machines shall be constructed to lock so they cannot be manipulated, tampered with, or show the number of votes registered for any candidate or proposition while voting is in progress. The machines shall provide a method for electors to vote a straight party ticket, shall permit voting a split ticket and shall record each vote cast.

(2) When 2 or more wards or aldermanic districts are joined to use a voting machine, under s. 5.15 (6) (b), the machine shall be constructed to allow the electors to vote for all nominated candidates and issues for their aldermanic district or ward, but for no other.

(3) For presidential electors one device shall be provided to vote for all of one party's electoral candidates at the same time. The device shall be opposite or adjacent to the names of the party's candidates for president and vice president.

(4) Voting machines may be used at primary elections when they comply with subs. (1) and (2) and the following provisions: All candidates' names entitled to appear on the ballots at the pri-

RESOLUTION NO. _____

BY: THE BOARD OF WATER COMMISSIONERS

**INITIAL RESOLUTION DECLARING INTENT
TO LEVY ASSESSMENTS FOR WATER MAIN**

WHEREAS, it is expedient, necessary and in the best interest of the City of Kenosha, and for the benefit of the property affected thereby that a water main be constructed in the following street:

39TH AVENUE FROM 24TH STREET TO 18TH STREET

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

1. The Common Council hereby declares its intention to exercise its police powers 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 street enumerated above.

2. Said public improvement shall consist of the construction of a water main.

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

4. The water main assessments against any parcel may be paid in cash or in ten (10) annual installments.

5. The Board of Water Commissioners is directed to prepare a report consisting of:

a. Preliminary plans and specifications for said improvements.

b. An estimate of the entire cost of the proposed water main.

c. A schedule of the proposed assessments.

Upon completion of such report, the Board of Water Commissioners is directed to file a copy thereof in the office of the Kenosha Water Utility, 4401 Green Bay Road, Kenosha, Wisconsin, which may be inspected there on any business day between the hours of 8:00 A.M. and 4:30 P.M., such inspection to be continued for the period of ten (10) days after this notice.

6. Upon receiving the report of the Board of Water Commissioners, the City Clerk is directed to give notice of public hearings on such report as specified in Section 66.0703, Wisconsin Statutes. The hearing shall be held at the Municipal Building at a time set by the City Clerk in accordance with Section 66.0703, Wisconsin Statutes.

Adopted this _____ day of April 2011.

ATTEST: _____ Deputy City Clerk
Debra L. Salas

APPROVED: _____ Mayor
Keith G. Bosman

Drafted By:
PATRICK J. SHEEHAN,
City Attorney

APPOINTMENTS TO BE MADE AT APRIL 4, 2011 COUNCIL MEETING

1. Appointment of Gabriele Nudo, 6410 53rd Avenue, Kenosha to the Board of Review to fulfill an unexpired term which will expire April 15, 2015.

**KEITH G. BOSMAN
MAYOR**



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

March 29, 2011

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby appoint Gabriele Nudo, 6410 53rd Avenue, Kenosha to the Board of Review for a five-year term which will expire April 15, 2015.

Mr. Nudo has been a Mortgage Loan Originator with Gateway Mortgage Corporation since 2009. Previously, he was the owner of Gabriel Mortgage, LLC from 2003 to 2009. He also served on the Kenosha County Board of Supervisors from April 2006 to April 2010. He attended the Wisconsin School of Real Estate and the Instituto A Monaco (School of Engineering) in Cosenza, Italy.

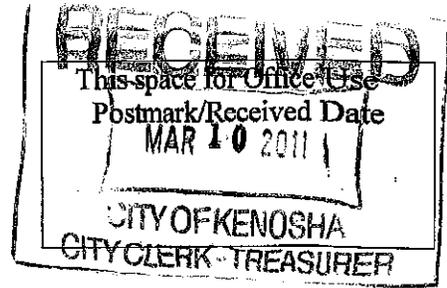
I am confident Mr. Nudo will be an informed and conscientious member of the Board of Review.

Sincerely,
CITY OF KENOSHA


Keith G. Bosman
Mayor

KGB:jd

This form must be filed with:
 City Clerk/Treasurer
 City of Kenosha
 625-52nd Street
 Kenosha, WI 53140



**CITY OF KENOSHA, WISCONSIN
 STATEMENT OF ECONOMIC INTERESTS**

CHECK ONE:

- Candidate for City Office
- City Officer/Employee
- City Board or Commission Member

Name NUDO GABRIELE U
 (Last Name) (First Name and Middle Initial)

City Office, Department, Board or Commission BOARD OF REVIEW

A copy of Chapter XXIX of the Code of General Ordinances, "Financial Disclosure by City Officers and Employees" and s.19.44, Wisconsin Statutes is attached.

1. OFFICES AND DIRECTORSHIPS

On January 1st, were you or a member of your immediate family an officer, director, or trustee of a business or other organization? No identification need be made of trusts or charitable, religious, social, community services, or political organizations.

If NO, check here _____.

If Yes, identify each business or organization and the position held:

Name of Business or Organization	City and State	Position Held
NUDO INVEST. LLC	KENOSHA WI	FORMER MEMBER

2. SECURITIES

On January 1st, did you or a member of your immediate family, directly or indirectly, separately or together, own securities valued at \$5,000 or more invested in any one business, organization or Wisconsin governmental entity?

List limited partnership interests and mutual and money market funds.
 List reportable securities regardless of whether they are held in an Individual Retirement Account.
 List income from any trust.
 You do not have to list organizations that do not do business in this state.
 You do not have to list U.S. Bonds or other governmental securities not issued by the State of Wisconsin or its authorities, agencies or local governments.
 You do not have to list certificate of deposits or publicly traded securities.

If No reportable security, check here .

If Yes, identify the business, organization or Wisconsin governmental entity and the type of securities owned and indicate whether the investment's value was more or less than \$50,000.

Name of Issuer	City and State or Stock Exchange	Type of Security (Stocks, bonds, mutual or money market funds, etc.)	Value	
			\$50,000 or less	More than \$50,000

3. CREDITORS

On January 1st, did you or a member of your immediate family owe, separately or together, \$5,000 or more to any creditor? Also, if you are a general partner, be sure to account for your share of the partnership's debts. If you own a farm or other unincorporated business, account for its debts.

If NO, check here . You need not disclose a home mortgage if the home is exempt from disclosure under #4.

If YES, identify each creditor (including mortgage lender) and indicate whether the amount owed is more or less than \$50,000:

Name of Creditor	City and State	\$50,000 or less	More than \$50,000
DISCOVER		<input checked="" type="checkbox"/>	
CAPITAL ONE		<input checked="" type="checkbox"/>	
ADVANTA		<input checked="" type="checkbox"/>	
BANK OF KENOSHA	(FOR NUDDO INVEST.)		<input checked="" type="checkbox"/>
WELLS FARGO	(FOR NUDDO INVEST.)		<input checked="" type="checkbox"/>

4. REAL ESTATE

On January 1st, did you or a member of your immediate family hold an interest valued at \$5,000 or more in real property located in the City of Kenosha? Do not include property in which you have less than a 10% interest. Include your personal residence only if you conduct a business from the same address or rent out a portion of it, e.g., a family farm, an attached office, a rental duplex.

If **NO**, check here _____.

If **YES**, identify the property and the interest held:

County in which Property is Located	Location of Property (Street address or fire number and municipality)	Type of Property (farm, apartment, commercial property, or recreational home)	Nature of Interest (own, lease, option, land contract, partnership)
KENOSHA	4923-60 ST	COMM. PROP.	FORMER PTNR.
"	1706-71 ST	RES. RENTAL	" "

5. BUSINESS INTERESTS AND INCOME PROPERTY

On January 1st, did you or a member of your immediate family, separately or together, own or control 10% or more of the outstanding equity in a farm, business corporation, partnership or income property?

INCOME PROPERTY: Identify income property in which you or a member of your immediate family, separately or together, owns 10% or more of the outstanding equity regardless of the property's location or whether it is listed under item 4. List business or partnership name if appropriate; otherwise give address.

If **NO**, check here _____.

If **YES**, list below:

Name of Business, Corporation, Partnership, Trust or Identification of Property	City and State	Nature of Business (farming, law, rental property, etc.)
SAME AS # 4		

6. DIRECT SOURCES OF INCOME

a. If an agency or office of the City of Kenosha paid you or a member of your immediate family \$1,000 or more since January 1st of this year, list here:

OTHERWISE, check here if not applicable .

b. Other sources of income: Identify each source (employer, business, partnership, corporation, commercial tenant, or governmental entity) from which you or a member of your immediate family received gross income or rents of \$1,000 or more since September 1st of this year. Do not identify dividend or interest payments. If you or a member of your immediate family received \$1,000 or more of income from an individual (other than a lobbyist) who was acting for personal reasons rather than on behalf of a business or organization, instead of identifying the person, you may merely list at item 8 the nature of the business for which that income was received.

PARTNERSHIP: List a partnership if your share of its gross receipts (before deductions and depreciation) exceed \$1,000.

UNINCORPORATED: If you or a member of your immediate family owned an unincorporated business, farm business or farm, professional practice, or income property, list each business that paid it \$1,000 or more.

Source of Income	City and State
SAME AS # 4 & 5	
GATEWAY HTG	KENOSHA
HAIR GALLERY	KENOSHA

If no source of income is listed, you may explain in Item 11.

7. INDIRECT SOURCES OF INCOME

Did you identify under BOTH items 5 and 6 a partnership, a service corporation, or a service corporation taxed under Subchapter S of the Internal Revenue Code?

If NO, check here and skip to item 8.

If YES, identify each business source from which that partnership, service corp, or Subchapter S corporation received \$1,000 or more of gross income since September 1st of this year. Do not identify dividend or interest payments. If the partnership, service corporation, or Subchapter S corporation received \$1,000 or more of income from an individual (other than a lobbyist), who was acting for personal reasons rather than on behalf of a business or organization, instead of identifying the person you may merely list at item 8 the nature of the business for which that income was received.

If the partnership, service corporation, or Subchapter S corporation did not receive \$1,000 or more from one business or organization, check here _____.

Name of Business, Organization or Lobbyist Paying Partnership, S.C. Or Subchapter S	City and State

8. INCOME FROM INDIVIDUALS

Did you or a member of your immediate family receive \$1,000 or more of gross income (including salary, wages, fees or rents) since September 1st of this year from an individual person other than a lobbyist?

If NO, check here .

If YES, do not identify the person but identify the general nature of the business for which the income was received.

General Nature of Business (farming, practice of law, rental property, etc.)

9. GIFTS

Since January 1st of this year, did you receive, directly or indirectly, a gift or gifts whose total value exceeded \$50 from any business, organization, or person other than a relative (parent, grandparent, child, grandchild, brother, sister, spouse's grandparent, parent, brother or sister, uncle aunt, niece, nephew, spouse, friend or fiancée); and other than from a business partner.

If NO, check here .

A gift is anything of value (including services) for which you did not give fair exchange. A gift which is not received by virtue of your office or employment with the City need not be disclosed.

If YES, identify the donor:

Name of Person, Business or Organization	City and State

10. Did you have lodging, transportation, money or other things of pecuniary value which you received by virtue of your position as an officer or employee of the City of Kenosha, which was not disclosed above, and which is not reported on a City Expense Account form?

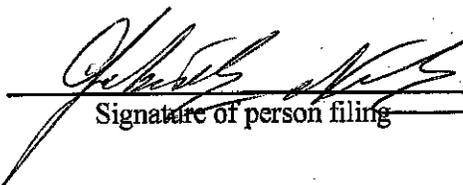
If NO, check here .

If YES, identify the donor:

Names of Person, Business or Organization	City and State

11. Use this space for additional disclosure or remarks. If the information provided is a required disclosure, indicate to which item it pertains.

By signing this form, I certify that the information contained in this Statement of Economic Interest and Information I have filed is true, correct and complete to the best of my knowledge, information and belief.

 _____
Signature of person filing

3-9-11
_____ Date

* ALDERMAN ANTHONY NUDD IS MY SON.



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

Street Division
 John H. Prijic
 Superintendent
Waste Division
 Rocky Bednar
 Superintendent
Parks Division
 Jeff Warnock
 Superintendent

DEPARTMENT OF PUBLIC WORKS

Ronald L. Bursek, P.E., Director

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

March 28, 2011

To: G. John Ruffolo, Chairman
 Public Works Committee

From: Michael M. Lemens, P.E. *[Signature]*
 Director of Engineering / City Engineer

Subject: Project: 10-1020 39th Avenue Reconstruction
 Location: 39th Avenue - 67th Street to 75th Street

The Department of Public Works, Engineering Division has opened bids for the above referenced project. Engineer's Estimate was \$1,376,500.00. Budget amount is \$1,540,000.00.

This project consists of excavation, removing and installing curb and gutter, saw cutting, placing new concrete pavement, storm sewer leads and inlets, sidewalk and driveway approach removal and replacement, handicapped ramps with detectable warning fields, concrete removal, lighting removal and replacement and site restoration.

Following is the list of bidders:

	Bid Total
LaLonde Contractors, Milwaukee, WI	\$1,150,479.30
Stark Asphalt, Milwaukee, WI	\$1,181,631.10
A.W. Oakes & Son, Racine, WI	\$1,197,943.79
Vinton Construction, Manitowoc, WI	\$1,203,413.73
Cornerstone Pavers, Racine, WI	\$1,311,914.01

It is recommended that this contract be awarded to LaLonde Contractors, Milwaukee, Wisconsin, for the base bid amount of \$1,150,479.30 plus \$129,520.70 in contingency for unforeseen conditions (if needed), for total award amount of \$1,280,000.00. Funding is from CIP Line Item IN-10-001.

MML/kjb

cc: Carol Stancato, Director of Finance



YAMAHA

Commercial Customer Finance

MUNICIPAL MASTER LEASE AGREEMENT

MODIFIED



YAMAHA
MOTOR CORPORATION, U.S.A.

MODIFIED

MASTER LEASE AGREEMENT dated March 25, 2011, between YAMAHA MOTOR CORPORATION, U.S.A., having its principal place of business at 6555 Katella Avenue, Cypress, California 90630 ("Lessor"), and CITY OF KENOSHA having its principal office at 625 52ND STREET, #208 KENOSHA, WI 53140 ("Lessee").

Lessor and Lessee hereby agree as follows:

1. **Lease of Equipment.** Lessor leases to Lessee the equipment described on each attached Equipment Schedule (the "Equipment"), on the terms and conditions of this Lease, the applicable Equipment Schedule, and each rider attached hereto.
2. **Term.** The term of this lease for the Equipment described on a particular Equipment Schedule shall commence on the date set forth on such Equipment Schedule and shall continue for the number of months indicated on such Equipment Schedule.
3. **Rent.** Lessee shall pay Lessor rent for the Equipment ("Rent") in the amounts and at the times set forth on the applicable Equipment Schedule. The amount of the Rent has been determined by amortizing the purchase price of the applicable Equipment (using the prices quoted in the Request for Proposal identified on the applicable Equipment Schedule "RFP"), together with an interest factor at the rate specified in the applicable Equipment Schedule, **and an additional amount for estimated property tax expenses.** Whenever any payment hereunder is not made when due, Lessee shall pay interest on such amount from the due date thereof to the date of such payment at the lower of Lessor's then prevailing rate for late payments specified in Lessor's invoice to Lessee for such payment or the maximum allowable rate of interest permitted by the law of the state where the Equipment is located.
4. **Selection, Delivery, and Acceptance.** Lessee shall select the Equipment and take delivery thereof directly from Lessor or an authorized dealer of Lessor (the "Dealer"). All costs of delivery are the sole responsibility of Lessee Dealer. Lessor shall not be liable for any loss or damage resulting from the delay or failure to have any Equipment available for delivery. Lessee shall inspect the Equipment to determine that the Equipment is as ordered and has been equipped and prepared in accordance with the RFP and any prior instructions given in writing by Lessee to Lessor or Dealer. Lessee shall accept the Equipment if it meets the criteria set forth in the preceding sentence and shall execute and deliver to Lessor or Dealer a Certificate of Acceptance, in form and substance satisfactory to Lessor, with respect to each shipment of Equipment. For all purposes of this Lease, acceptance is conclusively established by Lessee's execution and delivery of a Certificate of Acceptance provided by Lessor. Lessee authorizes Lessor to insert in each Equipment Schedule the serial numbers and other identifying date of the Equipment.
5. **Location, and Inspection.** Lessee shall not move the Equipment from the locations specified in the applicable Equipment Schedule without Lessor's prior written consent. Lessor and its representatives shall have the right from time to time during business hours to enter upon the premises where the Equipment is located to inspect the Equipment and Lessee's records to confirm Lessee's compliance with this Lease.
6. **Care, Use, and Maintenance.** Lessee shall, at its expense, at all times during the term of this Lease, keep the Equipment clean, serviced, and maintained in good operating order, repair, condition, and appearance in accordance with Lessor's manuals and other instructions received from Lessor. Lessee will not use or operate the Equipment, or permit the Equipment to be used or operated, in violation of any law, ordinance or governmental regulations. The Equipment will be used and operated only as golf cars. Lessee shall safely store the Equipment when not in use and properly secure it at night and such other times when the golf course on which the Equipment is used is closed to play, and Lessee shall be solely responsible for such storage and safekeeping. If the Equipment is electrical, Lessee shall provide sufficient and adequate electrical charging outlets and water facilities for the batteries which are a part of the Equipment.
7. **Insurance.** Effective upon delivery of the Equipment to Lessee and until the Equipment is returned to Lessor as provided herein, Lessee relieves Lessor of responsibility for all risk of physical damage to or loss or destruction of all the Equipment, howsoever caused. During the continuance of this Master Lease, Lessee shall at its own expense, cause to be carried and maintained with respect to each item of Equipment designated in each Equipment Schedule public liability insurance in an amount of not less than \$1,000,000, and casualty insurance, in each case in amounts and against risk customarily insured against Lessee in similar equipment and, in amounts and against risk acceptable to Lessor. All policies with respect to such insurance shall name Lessor as additional insured and as loss payee, and shall provide for at least thirty (30) days' prior written notice by the underwriter or insurance company to Lessor in the event of cancellation or expiration of any such policies. Lessee shall, upon request of Lessor, furnish appropriate evidence of such insurance to Lessor. Lessee shall bear the entire risk of loss, theft, destruction or damage to the Equipment from any cause whatsoever and shall not be relieved of the obligation to pay the total of the monthly payments or any other obligation hereunder because of any such occurrence. In the event of damage to any item of Equipment leased hereunder, Lessee, at its sole expense, shall immediately place the same in good repair and operating condition. In no event shall Lessor be liable for any loss of profit, damage, loss, defect or failure of any item of Equipment or the time which may be required to recover, repair, service, or replace the item of Equipment.
8. **Storage.** Lessee shall store the Equipment in such a manner as to prevent theft or damage from weather and vandalism.
9. **Title.** Title to the Equipment shall at all times remain with the Lessor. Lessee acquires only the interests of Lessee expressly described in this Lease, the applicable Equipment Schedule, and the riders attached hereto. Lessee shall not remove, move, or cover over in any manner any serial number on the Equipment. Lessee shall keep all Equipment free from any marking or labeling which might be interpreted as a claim of ownership thereof by Lessee or any party other than Lessor or anyone so claiming through Lessor.
10. **Warranties.** The Equipment is warranted only in accordance with the manufacturer's warranty. EXCEPT AS EXPRESSLY PROVIDED IN THE MANUFACTURER'S WARRANTY, LESSOR DISCLAIMS ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INTERFERENCE.

11. Alterations and Attachments. Lessee may, with Lessor's prior written consent, make such cosmetic modifications to the Equipment as Lessee may deem desirable in the conduct of its business; provided, however, that such alterations shall not diminish the value or utility of the Equipment, or cause the loss of any warranty thereon or any certification necessary for the maintenance thereof; and provided, further, that such modification shall be removable without causing damage to the Equipment. Upon return of the Equipment to Lessor, Lessee shall, if Lessor so elects, remove such modifications which have been made and shall restore the Equipment to its original condition, normal wear and tear and depreciation excepted.

12. Taxes. Lessee shall cooperate with Lessor in all reasonable respects necessary in order for Lessor to qualify for any exemption or exclusion from personal property tax on the equipment or sales or use tax on the leasing of the Equipment to Lessee hereunder. ~~In the event that any such tax becomes payable by Lessor during the term of this Lease, Lessee shall pay to Lessor as additional rent, promptly on receipt of Lessor's invoice therefor, an amount equal to such tax.~~ Lessee shall collect and remit any and all sales, use, and other taxes payable in any state, county, or city in respect of the rental or other use of the Equipment by Lessee.

13. Indemnity; Notice of Claim. Lessee shall be liable for, and hereby indemnifies Lessor and holds Lessor harmless from and against, any and all claims, costs, expenses, damages, losses, and liabilities (including, with limitation, attorneys' fees and disbursements) arising in any way from the gross negligence or misconduct of Lessee or Lessee's agents and independent contractors, or their respective employees. Lessee shall give Lessor prompt written notice of any claim arising out of the possession, leasing, renting, operation, control, use, storage, or disposition of the Equipment and shall cooperate in all reasonable respects at Lessee's expense in investigating, defending, and resolving such claim.

14. Return of Equipment. Upon the termination of an Equipment Schedule for any reason, unless Lessee is thereupon purchasing the Equipment from Lessor, Lessee shall make the Equipment available for inspection and pick up by Lessor or Dealer at Lessee's location at which the Equipment was used hereunder. The Equipment shall be returned to Lessor at the termination of this Lease in the same operating order, repair, condition, and appearance as when received by Lessee, less normal depreciation and wear and tear (which shall not include damaged or missing tires or wheels).

15. Defaults. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Lease:

- (a) default by Lessee in the payment of any installment of rent or other charge payable by Lessee under any Equipment Schedule as and when the same becomes due and payable; or
- (b) default by Lessee in the performance of any other material term, covenant or condition of this Lease, any for a period of 10 days after notice; or
- (c) A petition under the Bankruptcy Code or under any other insolvency law providing for the relief of debtors shall be filed by or against Lessee; or
- (d) The voluntary or involuntary making of any assignment of a substantial portion of its assets by Lessee for the benefit of creditors shall occur; a receiver or trustee for Lessee or for Lessee's assets shall be appointed; any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of the affairs of Lessee shall be commenced; or
- (e) Lessee shall default under any other lease or agreement between Lessee and Lessor or any of its assignees hereunder; or
- ~~(f) Lessee shall suffer a material adverse change in its financial condition from the date hereof, and as a result thereof Lessor deems itself or any of the Equipment to be insecure.~~

16. Remedies. Upon the occurrence of an Event of Default, Lessor, at its option, may pursue any one or more of the following remedies, in such order or manner as Lessor determines, each such remedy being cumulative and not exclusive of any other remedy provided herein or under applicable law:

- (a) terminate all or any portion of the Equipment Schedules to this Lease;
- (b) ~~with or without terminating this Lease, take possession of the Equipment, with or without judicial process; Lessee hereby granting Lessor the right and license to enter upon Lessee's premises where the Equipment is located for such purpose;~~
- (c) proceed by appropriate court action, either at law or in equity, to enforce performance by Lessee of the applicable covenants and terms of this Lease, or to recover from Lessee any and all damages or expenses, including reasonable attorneys' fees, which Lessor shall have sustained by reason of Lessee's default in any covenant or covenants of this Lease, or on account of Lessor's enforcement of its remedies thereunder; without limiting any other damages to which Lessor may be entitled, Lessor shall be entitled upon an Event of Default to damages in an amount equal to all Rent then due but unpaid, plus the aggregate amount of Rent thereafter coming due for the remaining term of this Lease, plus Lessor's costs and expenses of pursuing its remedies hereunder (including, without limitation, attorneys' fees), minus all amounts received by Lessor after using reasonable efforts to sell or re-lease the Equipment after repossession or from any guaranty by the Dealer or any third-party; and
- (d) sell the Equipment or enter into a new lease of the Equipment. No delay by Lessor in pursuing any remedy shall be treated as a waiver of or limitation on such remedy or any other remedy.

17. Assignment. Neither Lessee nor Lessor shall transfer, assign, or sublease (except for rentals to players as contemplated hereunder in the ordinary course of business), or create, incur, assume, or permit to exist any security interest, lien, or other encumbrance on, the Equipment, this Lease, or any interest of Lessee therein.

18. Lessee's Representations and Warranties. Lessee represents and warrants to Lessor that: (a) Lessee has the authority under applicable law to enter into and perform this Lease and each Equipment Schedule and rider hereto; (b) Lessee has taken all necessary action to authorize its execution, delivery, and performance of this Lease and each Equipment Schedule and rider hereto; (c) the Lease and each Equipment Schedule and rider hereto have been duly executed and delivered by an authorized signatory of Lessee and constitute Lessee's legal, valid, and binding obligations, enforceable in accordance with their terms; (d) adequate funds have been budgeted and appropriated to enable Lessee to make all payments required under each Equipment Schedule to this Lease during the first twelve months of the term hereof; ~~and (e) interest paid on indebtedness of Lessee held by Lessor would be excluded from Lessor's income for U.S. federal income tax purposes.~~

19. Non-Appropriation of Funds. Notwithstanding anything contained in this Lease to the contrary, in the event no funds or insufficient funds are budgeted and appropriated or are otherwise unavailable by any means whatsoever for Rent due under the Lease with respect to a Equipment Schedule in any fiscal period after the period in which the term of the lease with respect to such Equipment Schedule commences, Lessee will immediately notify Lessor in writing of such occurrence and the Lessee's obligations under the Lease shall terminate on the last day of the fiscal period for which appropriations have been received or made without penalty or expense to Lessee, except as to (i) the portions of Rent for which funds shall have been budgeted and appropriated or are otherwise available and (ii) Lessee's other obligations and liabilities under the Lease relating to the period, or accruing or arising, prior to such termination. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor on the date of such termination in the manner set forth in the Lease and Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees (i) that it will not cancel the Lease and the Lease shall not terminate under the provisions of this section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other equipment or services performing functions similar to the functions of the Equipment for the fiscal period in which such termination would have otherwise occurred or for the next succeeding fiscal period, and (ii) that it will not during the Lease term give priority in the application of funds to any other functionally similar equipment or to services performing functions similar to the functions of the Equipment. This section is not intended to permit Lessee to terminate the Lease in order to purchase, lease, rent or otherwise acquire the use of any other equipment or services performing functions similar to the functions of the Equipment, and if the Lease terminates pursuant to this section, Lessee agrees that prior to the end of the fiscal period immediately following the fiscal period in which such termination occurs, it will not so purchase, lease, rent or otherwise acquire the use of any such other equipment or services.

20. Binding Effect; Successors and Assigns. This lease and each Equipment Schedule and rider hereto shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and permitted assigns. All agreements and representations of Lessee contained in this Lease or in any document delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Lease and the expiration or other termination of this Lease.

21. Notices. Any notice, request or other communication to either party by the other shall be given in writing and shall be deemed received only upon the earlier of receipt or three days after mailing if mailed postage prepaid by regular mail to Lessor or Lessee, as the case may be, at the address for such party set forth in this agreement or at such changed address as may be subsequently submitted by written notice of either party; *receipt to be confirmed by express shipping tracking or US postal certified mail.*

22. Governing Law. This Lease and each Equipment Schedule and rider hereto shall be governed by and construed in accordance with the laws of the State where Lessee's principal administrative offices are located without giving effect to the conflicts of laws principles of such state.

23. Severability. In the event any one or more of the provisions of this Lease or any Equipment Schedule or rider hereto shall for any reason be prohibited or unenforceable in any jurisdiction, any such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

24. Signed Counterparts. The parties agree that this Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Lease. Notwithstanding any other provision of this Lease, ~~the sole~~ an original of this Lease shall be the Lease bearing the manually executed signature of the Lessor. The Lessee, by making any payment required under this Lease ratifies all of the terms of this Lease/Agreement.

25. Article 2A. To the fullest extent permitted by applicable law, Lessee waives any and all rights and remedies conferred by Sections 2A-508 through 2A-522 of Article 2A of the Uniform Commercial Code in effect in the state designated in Section ~~26 below~~ **22 above**, except to the extent that such right or remedy is expressly granted to Lessee herein.

26. Statute of Limitations. Any action by Lessee against Lessor or Dealer for any breach or default under this Lease must be commenced within one year after the cause of action accrues.

27. Entire Agreement. This Lease and all Equipment Schedules and riders hereto constitute the entire agreement between Lessor and Lessee with respect to the subject matter hereof, and there are no agreements, representations, warranties, or understandings with respect to such subject matter except as expressly set forth herein and therein. No alteration or modification of this Lease or any Equipment Schedule or rider hereto shall be effective unless it is in writing and signed by Lessor and Lessee.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed on the date first above written.

CITY OF KENOSHA as Lessee YAMAHA MOTOR CORPORATION, U.S.A. as Lessor

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

EXHIBIT A
EQUIPMENT SCHEDULE # 98432

Dated 03/25/2011

1. This Schedule covers the following property ("Equipment"):
26 YDRA USED GOLF CARS
2. Location of Equipment:
WASHINGTON PARK GOLF
2205 WASHINGTON ROAD
KENOSHA, WI 53140
3. The Lease term for the Equipment described herein shall commence on April 01, 2011 and shall consist of 68 months from the first day of the month following said date.

4. Rental payments on the Equipment shall be in the following amounts, payable on the following schedule:
36 MONTHLY PAYMENTS IN THE AMOUNT OF \$2,386.53 (APPLICABLE TAXES TO BE BILLED).
STARTING MAY 2011 AND ENDING OCTOBER 2016. DUE THE 1ST DAY OF
THE MONTH AS FOLLOWS:

May-11 \$2,386.53	May-12 \$2,386.53	May-13 \$2,386.53	May-14 \$2,386.53	May-15 \$2,386.53	May-16 \$2,386.53
Jun-11 \$2,386.53	Jun-12 \$2,386.53	Jun-13 \$2,386.53	Jun-14 \$2,386.53	Jun-15 \$2,386.53	Jun-16 \$2,386.53
Jul-11 \$2,386.53	Jul-12 \$2,386.53	Jul-13 \$2,386.53	Jul-14 \$2,386.53	Jul-15 \$2,386.53	Jul-16 \$2,386.53
Aug-11 \$2,386.53	Aug-12 \$2,386.53	Aug-13 \$2,386.53	Aug-14 \$2,386.53	Aug-15 \$2,386.53	Aug-16 \$2,386.53
Sep-11 \$2,386.53	Sep-12 \$2,386.53	Sep-13 \$2,386.53	Sep-14 \$2,386.53	Sep-15 \$2,386.53	Sep-16 \$2,386.53
Oct-11 \$2,386.53	Oct-12 \$2,386.53	Oct-13 \$2,386.53	Oct-14 \$2,386.53	Oct-15 \$2,386.53	Oct-16 \$2,386.53

5. Interest Factor: 5.88 %

6. Other Terms:

Lessee agrees to reimburse Lessor, who shall pay any assessed property taxes due on the equipment leased pursuant to Section 12 of the Master Lease Agreement.

Yamaha is not obligated to perform or provide any service, under any circumstances under the terms of the lease agreement. Service is the responsibility of the Lessee. Failure by Lessee to maintain or service the equipment consistent with the terms of the Master Lease Agreement shall not relieve Lessee of the responsibilities under the Master Lease Agreement.

Payments listed above included estimated property tax; Lessee will not be responsible for reimbursement of any property tax.

Signed Counterparts: The parties agree that this Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Lease. Notwithstanding any other provision of this Lease, the sole original of this Lease shall be the Lease bearing the manually executed signature of the Lessor. The Lessee, by making any payment required under this Lease ratifies all of the terms of this Lease/Agreement.

This Equipment Schedule is issued pursuant to the Master Lease dated, March 25, 2011 (the "Lease"). All of the terms and conditions, representations and warranties of the Lease are hereby incorporated herein and made a part hereof as if they were expressly set forth in this Equipment Schedule and this Equipment Schedule constitutes a separate lease with respect to the Equipment described herein.

LESSEE: CITY OF KENOSHA

LESSOR: YAMAHA MOTOR CORPORATION, U.S.A.

By : _____
Signature

By : _____

Name: _____
Type or Print

Name: Takashi Yabusaki

Title: _____

Title: Vice President / Treasurer



YAMAHA

City of Kenosha - Washington P

Initialed By: _____

**AMORTIZATION SCHEDULE FOR MUNICIPALITY
MUNICIPAL LEASE AGREEMENT
LESSEE: City of Kenosha - Washington P
EQUIPMENT SCHEDULE # 98432**

Yield: 5.880%

Mon #	Due Date	Payment	Interest
1	04/01/11	0.00	407.06
2	05/01/11	2,386.53	409.00
3	06/01/11	2,386.53	400.69
4	07/01/11	2,386.53	392.33
5	08/01/11	2,386.53	383.93
6	09/01/11	2,386.53	375.50
7	10/01/11	2,386.53	367.02
8	11/01/11	0.00	358.51
9	12/01/11	0.00	360.22
10	01/01/12	0.00	361.94
11	02/01/12	0.00	363.67
12	03/01/12	0.00	365.41
13	04/01/12	0.00	367.16
14	05/01/12	2,386.53	368.91
15	06/01/12	2,386.53	360.40
16	07/01/12	2,386.53	351.86
17	08/01/12	2,386.53	343.27
18	09/01/12	2,386.53	334.64
19	10/01/12	2,386.53	325.97
20	11/01/12	0.00	317.26
21	12/01/12	0.00	318.77
22	01/01/13	0.00	320.30
23	02/01/13	0.00	321.83
24	03/01/13	0.00	323.36
25	04/01/13	0.00	324.91
26	05/01/13	2,386.53	326.46
27	06/01/13	2,386.53	317.75
28	07/01/13	2,386.53	309.00
29	08/01/13	2,386.53	300.21
30	09/01/13	2,386.53	291.37
31	10/01/13	2,386.53	282.49
32	11/01/13	0.00	273.57
33	12/01/13	0.00	274.88
34	01/01/14	0.00	276.20
35	02/01/14	0.00	277.52
36	03/01/14	0.00	278.84
37	04/01/14	0.00	280.17
38	05/01/14	2,386.53	281.51
39	06/01/14	2,386.53	272.59
40	07/01/14	2,386.53	263.62
41	08/01/14	2,386.53	254.61
42	09/01/14	2,386.53	245.56
43	10/01/14	2,386.53	236.46
44	11/01/14	0.00	227.32
45	12/01/14	0.00	228.41
46	01/01/15	0.00	229.50
47	02/01/15	0.00	230.60
48	03/01/15	0.00	231.70
49	04/01/15	0.00	232.80
50	05/01/15	2,386.53	233.92
51	06/01/15	2,386.53	224.77
52	07/01/15	2,386.53	215.57
53	08/01/15	2,386.53	206.33
54	09/01/15	2,386.53	197.04
55	10/01/15	2,386.53	187.72
56	11/01/15	0.00	178.34
57	12/01/15	0.00	179.20
58	01/01/16	0.00	180.05
59	02/01/16	0.00	180.91
60	03/01/16	0.00	181.78
61	04/01/16	0.00	182.65
62	05/01/16	2,386.53	183.52
63	06/01/16	2,386.53	174.13
64	07/01/16	2,386.53	164.69
65	08/01/16	2,386.53	155.20
66	09/01/16	2,386.53	145.68
67	10/01/16	2,386.53	136.10
68	11/01/16	0.00	126.48
Totals:		86,915.08	18,781.12

YAMAHA MOTOR CORPORATION, U.S.A.

COMMERCIAL CUSTOMER FINANCE
6555 Katella Avenue, Cypress, CA 90630
(800) 551-2994, Fax (714) 761-7363
E-MAIL: Donna_Hennessy@yamaha-motor.com

NAME OF INSURANCE AGENT:

March 25, 2011

ASU GROUP

ADDRESS: 7633 GANSER WAY SUITE 206

Please Reference our Quote# **98432**

MADISON, WI 53719

PHONE: (608) 821-1187

FAX: (608) 8211199

RE: **WASHINGTON PARK GOLF**

(Customer) Account # _____

Gentlemen:

The Customer has leased or will be leasing equipment from Yamaha.

The Customer is required to provide Yamaha with the following insurance coverage:

"All Risk" Property Insurance covering the property owned by or in which Yamaha has a security interest, in an amount not less than the full replacement cost of the property, with Yamaha named as **LOSS PAYEE**.

Public Liability Insurance naming Yamaha as an **ADDITIONAL INSURED** with the proceeds to be payable first on the Behalf of Yamaha to the extent of its liability, if any. The amount of the Public Liability Insurance **shall not be less than \$1,000,000.00** combined single limit.

Each policy shall provide that: (i) Yamaha will be given not less than thirty (30) days prior written notice of cancellation or non-renewal, (ii) it is primary insurance and any other insurance covering Yamaha shall be secondary or excess of the policy and (iii) in no event shall the policy be invalidated as against Yamaha or its assigns for any violation of any term of the policy or the Customer's application therefore.

A Certificate evidencing such coverage should be mailed to Yamaha at the following address.

Yamaha Motor Corporation, U.S.A.
Attn: Commercial Customer Finance
6555 Katella Ave
Cypress, CA 90630

Your Prompt attention will be appreciated.

Very Truly Yours,

Equipment Covered:

26 YDRA USED GOLF CARS

CITY OF KENOSHA

(Name of Debtor/Lessee)

Equipment Location:

2205 WASHINGTON ROAD

By: _____

(Signature of Authorized Officer)

KENOSHA, WI 53140

Title: _____



Iowa Location:
 9875 Kapp Court
 Pecos, IA 52088
 Phone: (563) 582-7390
 Fax: (563) 582 8883

Illinois Location:
 649 Heartland Drive, Suite A
 Sugar Grove, IL 60554
 Phone: (630) 486-5239
 Fax: (830) 486 5266

Wisconsin Location:
 13900 Leesbir Road
 Sturtevant, WI 53177
 Phone: (262) 886-2818
 Fax: (262) 888 1803



Golf Cars • Utility Cars • Multi-Passenger Vehicles

www.harrisgolfcars.com

HARRIS/YAMAHA ON CALL SERVICE CONTRACT

This service agreement shall be between the Customer, *Washington Park Golf Course*, and the Provider, *Harris Golf Cars*.

CUSTOMER RESPONSIBILITIES

During the term of this agreement, Customer shall perform the following services at Customers expense:

- Perform daily pre-operation inspection
- Maintain proper fluid levels and change tires (Spares Provided)
- Keep fleet Clean and Secure

HARRIS GOLF CARS SERVICES PROVIDED

- All recommended **preventive maintenance** as prescribed by Yamaha.
- All **warranty** repairs, recalls, and updates.
- **Routine On Call service visits** to inspect the vehicles to ensure Customer Satisfaction.
- Repair or replace any failed parts due to **normal wear**.
- **Year-End Service** to prepare for following season.
- Transportation and storage of the fleet during the off-season.

DEFINITIONS

Preventive Maintenance: All preventive maintenance as prescribed in the Genuine Yamaha Maintenance Chart including parts and labor. This contract requires the use of Genuine Yamaha Parts only.

Warranty: Any repairs made due to a manufacturer's defect during Yamaha's warranty period. This includes all recalls and factory modification campaigns.

Routine scheduled service visit: Scheduled visits to inspect the vehicles to ensure Customer Satisfaction and to perform prescribed maintenance, warranty repairs or normal wear and tear repairs if requested.

Normal wear: A part that wears out or fails due to normal wear and tear, including tire/wheels. This does not include repairs caused by damage, abuse, or acts of God. Customer may perform those repairs or request that *Harris Golf Cars* perform these repairs at Customers expense.

ADDENDUM

Cars covered by this contract; YDRAH1W, Quantity 26. This agreement shall be for the period of 5/1/11 through 10/1/16. Customer reserves the right to cancel this contract at any time by providing Harris Golf Cars with written notice at least 60 days in advance. Harris Golf Cars has the right to cancel this contract if Customer fails to execute the Customer Responsibilities described above.

PAYMENT SCHEDULE

This contract is provided at no additional charge as an integral part of the Harris lease proposal dated 10/7/10.

CUSTOMER (Washington Park GC) SIGNATURE	CUSTOMER TITLE	DATE
DISTRIBUTOR SIGNATURE	DISTRIBUTOR TITLE	DATE
<i>Steve Halperin</i>	VP	3-31-11

Serving Iowa, Illinois & Wisconsin Since 1979!



Engineering Division
 Michael M. Lemens, P.E.
 Director/City Engineer
Fleet Maintenance
 Mauro Lenci
 Superintendent
Parks 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 52nd ST · RM 305 · Kenosha, WI 53140
 Telephone (262) 653-4050 · Fax (262) 653-4056

March 24, 2011

To: G. John Ruffolo, Chairman
 Public Works Committee

David F. Bogdala, Chairman
 Finance Committee

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

Subject: Approval of following acquisitions and payment authorized
Project 10-1025 - 38th Street Reconstruction Phase IV

Parcel	Current Owner	Type of Easement	Acreage	Check Amount
17	Barbara J. Kirby	Permant Limited Easement	0.039	\$250.00
		Temporary Limited Easement	0.041	
18	James R. Garcia & Wf	Temporary Limited Easement	0.037	\$125.00
16	Coleman Tool & Mfg Corp	Temporary Limited Easement	0.013	\$125.00
19	Candice L. Tashek	Temporary Limited Easement	0.011	\$125.00

RECOMMENDATION

Approve the conveyances of easements and authorize payment.

MML

THE HIGHLAND GROUP

Payment Request

DATE: March 15, 2011

AGENCY: City of Kenosha

ATTENTION: Ms. Cathy Honeyager

FROM: Mr. Stephen D. Simpson

PROJECT I.D.: 10-1025

HIGHWAY: 38th Street

COUNTY: Kenosha

PARCEL #: 17

ACRES & INTEREST REQUIRED: **FEE** *sf/ac* **PLE** 0.039 *sf/ac* **TLE** 0.041 *sf/ac*

PAYABLE TO: Barbara J. Kirby

10200 38th Street

Kenosha, WI 53144

SOCIAL SECURITY /TAXPAYER ID #: _____

CHECK AMOUNT: \$250.00

COMMENTS: _____

X
(Agency Authorization – signature)

PERMANENT LIMITED EASEMENT

Exempt from fee: s. 77.25(2r) Wis. Stats.
LPA1552 04/2010 (Replaces LPA3043) Ch. 84 Wis. Stats.

THIS EASEMENT, made by Barbara J. Kirby, a widow

GRANTOR, conveys a permanent limited easement as described below to
CITY OF KENOSHA, a municipal corporation

GRANTEE, for the sum of Two Hundred Fifty
and No/100 Dollars (\$250.00)
for the purpose of constructing and maintaining a drainage facility

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this easement as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the easement shall be treated as the award and the date the easement is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:

COPY

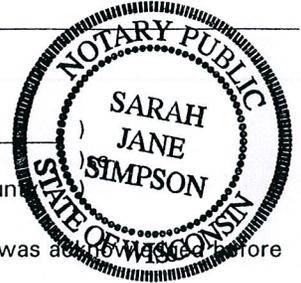
This space is reserved for recording data
Return to
The Highland Group
110 N. Third Street
Watertown, WI 53094
Parcel Identification Number/Tax Key Number
80-4-222-292-0830

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

x *Barbara J. Kirby*
(Signature)
Barbara J. Kirby

3-10-11
(Date)

State of Wisconsin
Kenosha County



On the above date, this instrument was acknowledged before me by the named person(s).

Sarah Jane Simpson
(Signature, Notary Public, State of Wisconsin)
Sarah Jane Simpson
(Print or type name, Notary Public, State of Wisconsin)

2-9-14
(Date Commission Expires)

Project # 10-1025 This instrument was drafted by the City of Kenosha Parcel No. 17

Parcel 17 - Phase 4
Permanent and Temporary Easements
Barbara J. Kirby
To
City of Kenosha, a Municipal Corporation
Part of Kenosha County Tax Parcel No. 80-4-222-292-0830
Filename: Parcel_17_Phase_4_Easement_0830.doc

A **Permanent Easement** for the right, permission and authority to adjust grade, or to construct and/or fill slopes, and to construct, install, operate and maintain a storm water drainage channel on a part of Grantor's property in the Northwest Quarter of Section 29, Town 2 North, Range 22 East of the Fourth Principal Meridian in the Town of Somers, Kenosha County, Wisconsin, said easement area being more particularly described as follows:

Commencing at the southwest corner of said Quarter Section; thence north along the west line of said Quarter Section, 85.70 feet to the centerline of 38th Street; thence east along the centerline of said 38th Street, 337.00 feet to the southerly extension of the west line of Grantor's property; thence north parallel to the west line of said Quarter Section, 33.03 feet to the north line of 38th Street; thence east along the north line of 38th Street, 51.60 feet to the point of beginning; thence north parallel to the west line of said Quarter Section, 10.01 feet; thence east parallel to the north line of 38th Street, 171.00 feet; thence south parallel to the west line of said Quarter Section, 10.01 feet to the north line of 38th Street; thence west along said north line, 171.00 feet to the point of beginning; containing 0.039 acre of land, more or less.

ALSO; **Temporary Easements** for the right, permission and authority to construct and/or fill slopes on parts of Grantor's property, and for the right, permission and authority to remove and replace a section of driveway (if necessary) on a part of Grantor's property, so that the surface grade, drainage and drive conform to the proposed pavement reconstruction of 38th Street; said temporary easement areas being in said Northwest Quarter of Section 29, and being more particularly described as:

Temporary Easement No. 1:

Commencing at the southwest corner of said Quarter Section; thence north along the west line of said Quarter Section, 85.70 feet to the centerline of 38th Street; thence east along the centerline of said 38th Street, 337.00 feet to the southerly extension of the west line of Grantor's property; thence north parallel to the west line of said Quarter Section, 33.03 feet to the north line of 38th Street and the point of beginning; thence north parallel to the west line of said Quarter Section, 5.00 feet; thence east parallel to the north line of 38th Street, 51.60 feet; thence south parallel to the west line of said Quarter Section, 5.00 feet to the north line of 38th Street; thence west along said north line, 51.60 feet to the point of beginning;

Temporary Easement No. 2:

Commencing at the southwest corner of said Quarter Section; thence north along the west line of said Quarter Section, 85.70 feet to the centerline of 38th Street; thence east along the centerline of said 38th Street, 337.00 feet to the southerly extension of the west line of Grantor's property; thence north parallel to the west line of said Quarter Section, 33.03 feet to the north line of 38th Street; thence east along said north line, 222.60 feet to the point of beginning; thence north parallel to the west line of said Quarter Section, 5.00 feet; thence east parallel to the north line of 38th Street, 129.40 feet; thence north parallel to the west line of said Quarter Section, 6.51 feet; thence east parallel to the north line of 38th Street, 19.50 feet; thence south parallel to the west line of said Quarter Section, 6.51 feet; thence east parallel to the north line of 38th Street, 134.00 feet to the east line of Grantor's property; thence south parallel to the west line of said Quarter Section, 5.00 feet to the north line of 38th Street; thence west along said north line, 282.90 feet to the point of beginning; said temporary easement areas containing 0.041 acre of land, more or less.

The above described easements shall include for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress whenever, and as long as required for such purpose, and including the right to preserve, protect, remove or replant any shrubs or vegetation that Grantee deems necessary; said temporary easements will terminate upon completion of said street construction.

Additionally Grantor agrees to keep said Permanent Easement area free and clear of any and all structures not approved by Grantee.

THE HIGHLAND GROUP

Payment Request

DATE: March 15, 2011

AGENCY: City of Kenosha

ATTENTION: Ms. Cathy Honeyager

FROM: Mr. Stephen D. Simpson

PROJECT I.D.: 10-1025

HIGHWAY: 38th Street

COUNTY: Kenosha

PARCEL #: 18

**ACRES & INTEREST
REQUIRED:** **FEE** *sf/ac* **PLE** *sf/ac* **TLE** 0.037 *sf/ac*

PAYABLE TO: James R. Garcia and Ruby Garcia

10003 Burlington Rd.

Kenosha, WI 53144

**SOCIAL SECURITY
/TAXPAYER ID #:** _____

CHECK AMOUNT: \$125.00

COMMENTS: _____

X
(Agency Authorization – signature)

Document Number

TEMPORARY LIMITED EASEMENT

Exempt from fee: s. 77.25(2r) Wis. Stats.
LPA1577 5/07 (Replaces LPA3042)

THIS EASEMENT, made by James R. Garcia and Ruby Garcia,
husband and wife, as joint tenants, and to the survivor of either

GRANTOR, conveys a temporary limited easement as described below to the
CITY OF KENOSHA, a municipal corporation
GRANTEE, for the sum of One Hundred Twenty Five and No/100 Dollars
(\$125.00)

For the purpose of reconstructing slopes, including for such purpose the right to operate the necessary equipment thereon, the right of ingress and egress and the right to preserve, protect, remove or plant thereon any vegetation deemed necessary by the highway authorities.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s.32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other person having an interest of record in the property:

Legal description is attached hereto and made a part hereof by reference.

COPY

This space is reserved for recording data

Return to

The Highland Group
110 N. Third Street
Watertown, WI 53094

Parcel Identification Number/Tax Key Number

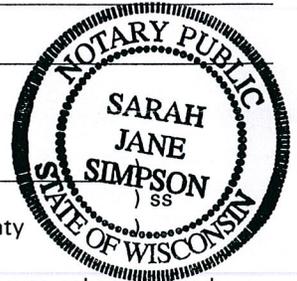
80-4-222-292-0850

X James R. Garcia
(Signature)
James R. Garcia

X Ruby Garcia
(Signature)
Ruby Garcia

3-10-11
(Date)

State of Wisconsin
Kenosha County



On the above date, this instrument was acknowledged before me by the named person(s).

Sarah Jane Simpson
(Signature, Notary Public, State of Wisconsin)
Sarah Jane Simpson
(Print or type name, Notary Public, State of Wisconsin)

2-9-14
(Date Commission Expires)

Project # 10-1025

This instrument was drafted by the City of Kenosha

Parcel No. 18

Parcel 18 - Phase 4
Temporary Easement
James R. Garcia and Ruby Garcia, Husband and Wife
To
City of Kenosha, a Municipal Corporation
Part of Kenosha County Tax Parcel No. 80-4-222-292-0850
Filename: Parcel_18_Phase_4_Easement_0850.doc

A **Temporary Easement** for the right, permission and authority to construct and/or fill slopes on a part of Grantor's property, so that the surface grade and drainage conform to the proposed pavement reconstruction of 38th Street; said easement area being in the Northwest Quarter of Section 29, Town 2 North, Range 22 East of the Fourth Principal Meridian in the Town of Somers, Kenosha County, Wisconsin, and being more particularly described as:

Commencing at the southwest corner of said Quarter Section; thence east along the south line of said Quarter Section, 1,331.15 feet to the east line of the West One-half of the Northwest Quarter of said Section 29; thence north along the east line of the West One-half of said Quarter Section, 103.37 feet to the north line of 38th Street and the point of beginning; thence west along the north line of said 38th Street, 321.01 feet; thence north parallel to the west line of said Quarter Section, 5.00 feet; thence east parallel to the north line of said 38th Street, 321.03 feet to the east line of the West One-half of said Quarter Section; thence south along said east line, 5.00 feet to the point of beginning; containing 0.037 acre of land, more or less.

The above described easement shall include for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such purpose, and including the right to preserve, protect, remove or replant any shrubs or vegetation that Grantee deems necessary; said temporary easement will terminate upon completion of said street construction.

THE HIGHLAND GROUP

Payment Request

DATE: March 15, 2011

AGENCY: City of Kenosha

ATTENTION: Ms. Cathy Honeyager

FROM: Mr. Stephen D. Simpson

PROJECT I.D.: 10-1025

HIGHWAY: 38th Street

COUNTY: Kenosha

PARCEL #: 16

**ACRES & INTEREST
REQUIRED:** **FEE** *sf/ac* **PLE** *sf/ac* **TLE** 0.013 *sf/ac*

PAYABLE TO: Coleman Tool and Mfg. Corp.

1625 Leider Dr.

Union Grove, WI 53182

**SOCIAL SECURITY
/TAXPAYER ID #:** _____

CHECK AMOUNT: \$125.00

COMMENTS: _____

X
(Agency Authorization – signature)

Document Number
TEMPORARY LIMITED EASEMENT

Exempt from fee: s. 77.25(2r) Wis. Stats.
LPA1577 5/07 (Replaces LPA3042)

COPY

THIS EASEMENT, made by Coleman Tool & Mfg. Corp, a Wisconsin Corporation

GRANTOR, conveys a temporary limited easement as described below to the **CITY OF KENOSHA, a municipal corporation**
GRANTEE, for the sum of One Hundred Twenty Five and No/100 Dollars
(\$125.00)

For the purpose of reconstructing slopes, including for such purpose the right to operate the necessary equipment thereon, the right of ingress and egress and the right to preserve, protect, remove or plant thereon any vegetation deemed necessary by the highway authorities.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s.32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other person having an interest of record in the property:

This space is reserved for recording data
Return to
The Highland Group
110 N. Third Street
Watertown, WI 53094
Parcel Identification Number/Tax Key Number
80-4-222-301-0490

Legal description is attached hereto and made a part hereof by reference.

Coleman Tool & Mfg. Corp

X 
(Signature)

Douglas Coleman, OWNER
(Print Name and Title)

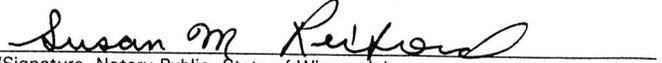
X 
(Signature)

SUSAN REXFORD CONTROLLER
(Print Name and Title)

3-7-11
(Date)

State of Wisconsin)
Kenosha County) ss

On the above date, this instrument was acknowledged before me by the named person(s).


(Signature, Notary Public, State of Wisconsin)

SUSAN M REXFORD
(Print or type name, Notary Public, State of Wisconsin)

3-21-14
(Date Commission Expires)

Project # 10-1025

This instrument was drafted by the City of Kenosha

Parcel No. 16

Parcel 16 - Phase 4
 Temporary Easement
 Coleman Tool & Mfg. Corp., A Wisconsin Corporation
 To
 City of Kenosha, a Municipal Corporation
 Part of Kenosha County Tax Parcel No. 80-4-222-301-0490
 Filename: Parcel_16_Phase_4_Easement_0490.doc

A Temporary Easement for the right, permission and authority to construct and/or fill slopes on a part of Grantor’s property, and for the right, permission and authority to remove and replace a section of driveway (if necessary) on a part of Grantor’s property, so that the surface grade, drainage and drive conform to the proposed pavement reconstruction of 38th Street; said easement area being in the Northeast Quarter of Section 30, Town 2 North, Range 22 East of the Fourth Principal Meridian in the Town of Somers, Kenosha County, Wisconsin, and being more particularly described as:

Commencing at the southeast corner of said Quarter Section; thence north along the east line of said Quarter Section, 118.70 feet to the north line of 38th Street and the point of beginning; thence west along the north line of said 38th Street, 111.50 feet; thence north parallel to the east line of said Quarter Section, 5.00 feet; thence east parallel to the north line of said 38th Street, 111.50 feet; thence south along the east line of said Quarter Section, 5.00 feet to the point of beginning; containing 0.013 acre of land, more or less.

The above described easement shall include for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such purpose, and including the right to preserve, protect, remove or replant any shrubs or vegetation that Grantee deems necessary; said temporary easement will terminate upon completion of said street construction.

THE HIGHLAND GROUP

Payment Request

DATE: March 15, 2011

AGENCY: City of Kenosha

ATTENTION: Ms. Cathy Honeyager

FROM: Mr. Stephen D. Simpson

PROJECT I.D.: 10-1025

HIGHWAY: 38th Street

COUNTY: Kenosha

PARCEL #: 19

**ACRES & INTEREST
REQUIRED:** **FEE** *sf/ac* **PLE** *sf/ac* **TLE** 0.011 *sf/ac*

PAYABLE TO: Gary A. and Candice L. Tashek

9925 Burlington Rd.

Kenosha, WI 53144

**SOCIAL SECURITY
/TAXPAYER ID #:** _____

CHECK AMOUNT: \$125.00

COMMENTS: _____

X
(Agency Authorization – signature)

Document Number
TEMPORARY LIMITED EASEMENT

Exempt from fee: s. 77.25(2r) Wis. Stats.
LPA1577 5/07 (Replaces LPA3042)

THIS EASEMENT, made by Candice L. Tallon n/k/a Candice Tashek
and Gary A. Tashek, husband and wife

GRANTOR, conveys a temporary limited easement as described below to the
CITY OF KENOSHA, a municipal corporation
GRANTEE, for the sum of One Hundred Twenty Five and No/100 Dollars
(\$125.00)

For the purpose of reconstructing slopes, including for such purpose the right to operate the necessary equipment thereon, the right of ingress and egress and the right to preserve, protect, remove or plant thereon any vegetation deemed necessary by the highway authorities.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s.32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other person having an interest of record in the property:

Legal description is attached hereto and made a part hereof by reference.

COPY

This space is reserved for recording data

Return to

The Highland Group
110 N. Third Street
Watertown, WI 53094

Parcel Identification Number/Tax Key Number

80-4-222-292-0860

X Gary A. Tashek
(Signature)

Gary A. Tashek

X Candice Tashek
(Signature)

Candice L. Tallon n/k/a Candice Tashek

3-10-11
(Date)

State of Wisconsin

Kenosha County



On the above date, this instrument was acknowledged before me by the named person(s).

Sarah Jane Simpson
(Signature, Notary Public, State of Wisconsin)

Sarah Jane Simpson
(Print or type name, Notary Public, State of Wisconsin)

2-9-14
(Date Commission Expires)

Project # 10-1025

This instrument was drafted by the City of Kenosha

Parcel No. 19

Parcel 19 - Phase 4
Temporary Easement
Candice L. Tallon
To
City of Kenosha, a Municipal Corporation
Part of Kenosha County Tax Parcel No. 80-4-222-292-0860
Filename: Parcel_19_Phase_4_Easement_0860.doc

A **Temporary Easement** for the right, permission and authority to construct and/or fill slopes on a part of Grantor's property, so that the surface grade and drainage conform to the proposed pavement reconstruction of 38th Street; said easement area being in the Northwest Quarter of Section 29, Town 2 North, Range 22 East of the Fourth Principal Meridian in the Town of Somers, Kenosha County, Wisconsin, and being more particularly described as:

Commencing at the southwest corner of said Quarter Section; thence east along the south line of said Quarter Section, 1,331.15 feet to the west line of the East One-half of the Northwest Quarter of said Section 29; thence north along the west line of the East One-half of said Quarter Section, 103.37 feet to the north line of 38th Street and the point of beginning; thence continuing north along said west line, 5.00 feet; thence east parallel to the north line of said 38th Street, 97.60 feet; thence south parallel to the west line of the East One-half said Quarter Section, 5.00 feet to the north line of said 38th Street; thence west parallel to said north line, 97.60 feet to the point of beginning; containing 0.011 acre of land, more or less.

The above described easement shall include for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such purpose, and including the right to preserve, protect, remove or replant any shrubs or vegetation that Grantee deems necessary; said temporary easement will terminate upon completion of said street construction.

**CITY OF KENOSHA
SCHEDULES OF DISBURSEMENTS**

Disbursement Record 5

Approved by Council _____

The Finance Committee reviewed the attached listing of disbursements for the period from 03/01/11 through 03/15/11 and have approved the disbursements as follows:

1. Checks numbered from 103742 through 104169 as shown on attached listing consisting of:

a. Debt Service	-0-
b. Investments	20,000,000.00
c. All Other Disbursements	4,007,714.07
SUBTOTAL	24,007,714.07

PLUS:

2. City of Kenosha Payroll Wire Transfers from the same period: 1,212,492.94

TOTAL DISBURSEMENTS APPROVED 25,220,207.01

David Bogdala

Daniel Prozanski Jr.

Katherine Marks

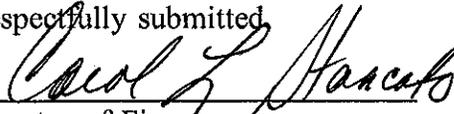
Eric Haugaard

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)

Common Council Agenda Item #L.2

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

PREPARED FOR: Finance Committee

ITEM: Disbursement Record #5

ESTIMATED FINANCIAL IMPACT:

No additional fiscal note needed.

Date Prepared: 03/24/11

Prepared By: *MCS*

Reviewed By: 

START DATE FOR SUMMARY: 3/01 END DATE FOR SUMMARY: 3/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103742	3/02	BINDELLI BROTHERS, INC	110-09-56501-259-569	2/11 4722 36 AVE	78.00
			110-09-56501-259-569	2/11 1771 MADISON RD	72.12
				..... CHECK TOTAL	150.12
103743	3/02	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	2/11 ST ELECTRICAL M	46.90
103744	3/02	GENERAL COMMUNICATIONS, INC.	110-02-52203-231-000	1/11-FD MISC. ITEMS	200.00
			110-03-53116-235-000	1/11-PW MISC. ITEMS	50.00
			110-02-52203-231-000	1/11-FD MISC. ITEMS	41.48
			110-03-53103-231-000	2/11-ST MISC. ITEMS	34.50
				..... CHECK TOTAL	325.98
103745	3/02	ICMA RETIREMENT TRUST	110-00-21572-000-000	2/16-28/11 CONTRIB	51,663.87
			110-00-21599-000-000	2/16-28/11 CONTRIB	1,845.00
				..... CHECK TOTAL	53,508.87
103746	3/02	CARDINAL HEALTH	206-02-52205-318-000	02/11 MEDICAL SUPPL	653.34
			206-02-52205-318-000	02/11 MEDICAL SUPPL	474.56
			206-02-52205-318-000	02/11 MEDICAL SUPPL	405.54
			206-02-52205-318-000	02/11 MEDICAL SUPPL	114.86
			206-02-52205-318-000	02/11 MEDICAL SUPPL	59.32
				..... CHECK TOTAL	1,707.62
103747	3/02	UNITED HOSPITAL SYSTEMS INC	110-02-52101-219-000	01/11 11-009951 LAB	52.00
			110-02-52101-219-000	01/11 11-000074 LAB	52.00
				..... CHECK TOTAL	104.00
103748	3/02	KENOSHA NEWS	110-01-51303-326-000	01/11 RT SUPERVISOR	237.95
			110-01-51303-326-000	01/11 CROSSING GRD	147.67
				..... CHECK TOTAL	385.62
103749	3/02	BADGER TRUCK CENTER	420-11-50901-579-000	2011 FORD F450 TRUCK	65,531.91
			420-11-50901-579-000	2011 FORD F450 TRUCK	60,627.07
			420-11-51001-579-000	2011 FORD F350 TRUCK	58,238.27
			420-11-51001-934-560	TRADE IN FLEET 1999	500.00CR
			420-11-50901-934-560	TRADE IN FLEET 1957	1,000.00CR
			420-11-50901-934-560	TRADE IN FLEET #1952	1,000.00CR
				..... CHECK TOTAL	181,897.25

START DATE FOR SUMMARY: 3/01 END DATE FOR SUMMARY: 3/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103750	3/02	WINGFOOT COMMERCIAL TIRE	630-09-50101-393-000	1/11-SE TIRES/TUBES	8,995.40
103751	3/02	WINGFOOT COMMERCIAL TIRE	521-09-50101-344-000	1/11-AR TIRE PURCHAS	931.94
103752	3/02	WILLKOMM INC., JERRY	630-09-50101-392-000	2/11-DIESEL FUEL	22,356.00
103753	3/02	LEE RECREATION	110-05-55109-386-000	TOT SEATS	2,000.00
103754	3/02	WEST GROUP	110-01-50301-322-000	1/11-LE SUBSCRIPTION	163.00
103755	3/02	CHASE HIGH BALANCE SAVINGS	110-00-11301-000-000	2/25 WIRE TRANSFER	20,000,000.00
103756	3/02	KENOSHA WATER UTILITY	110-00-21913-000-000	01/11 PERMITS	35,631.76
			110-00-21914-000-000	01/11 BILL COLLECT	3,683.38
				..... CHECK TOTAL	39,315.14
103757	3/02	FELD BODY SHOP ROLF INC.	520-09-50201-344-000	PAINT BODY PANELS	1,694.00
103758	3/02	WPELRA	110-01-51303-264-000	3/10/11 WIS DELLS	25.00
103759	3/02	AT&T	110-02-52203-225-000	2/22-3/21 REPEATERS	199.72
			110-02-52203-225-000	2/19-3/18 652-5506	131.03
			521-09-50101-225-000	2/19-3/18 652-1332	76.31
			520-09-50301-225-000	2/19-3/18 652-6932	76.31
			501-09-50105-225-000	2/19-3/18 652-2605	76.31
			110-03-53103-225-000	2/19-3/18 652-2605	76.31
			110-02-52110-225-000	2/10-3/09 657-3937	72.41
			110-02-52201-225-000	2/10-3/09 657-6133	39.67
			524-05-50101-227-000	2/10-3/09 657-3107	38.47
			521-09-50101-225-000	2/10-3/09 658-0870	38.47
			520-09-50301-225-000	2/19-3/18 652-5104	38.16
			110-01-51801-225-000	2/19-3/18 652-4112	38.16
				..... CHECK TOTAL	901.33
103760	3/02	OFFICEMAX	110-02-52103-311-000	02/11 PD #1737 OFFC	198.36
			110-03-53103-311-000	02/11 ST #1739 OFFC	128.62
			110-02-52103-311-000	02/11 PD #1736 OFFC	107.30
			110-01-51101-311-000	02/11 FN #1738 OFFC	73.28
			110-02-52201-311-000	02/11 FD #1734 OFFC	46.03
			110-02-52103-311-000	02/11 PD #1737 OFFC	39.84
			110-02-52201-311-000	02/11 FD #1735 OFFC	31.89
			501-09-50101-311-000	02/11 EN #1732 OFFC	29.40
			110-02-52201-311-000	02/11 FD #1733 OFFC	13.74
			110-02-52201-311-000	02/11 FD #1734 RETRN	32.07CR
				..... CHECK TOTAL	636.39

START DATE FOR SUMMARY: 3/01 END DATE FOR SUMMARY: 3/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103761	3/02	PANCHERI, MICHAEL	611-00-49135-000-000	DENTAL PREMIUM	127.32
103762	3/02	PAT'S SERVICES, INC.	205-03-53119-282-000	1/11-PORTABLE TOILET	65.80
103763	3/02	INDUSTRIAL MARKETING	630-09-50101-393-000	HOSE-SUCTION 501671	2,152.00
			630-09-50101-393-000	TRANS ASSY 502116	1,134.00
			630-09-50101-393-000	CURTAIN SET	906.16
			630-09-50101-393-000	INLET LINER 12905	266.00
				..... CHECK TOTAL	4,458.16
103764	3/02	AT SYSTEMS GREAT LAKES	110-01-51201-219-000	2/11 CT ARMORED CAR	297.44
			110-01-51201-219-000	1/11 CT ARMORED CAR	297.44
				..... CHECK TOTAL	594.88
103765	3/02	NORTH AMERICAN SALT CO.	630-09-50101-393-000	SEASONAL FILL SALT	35,324.61
			630-09-50101-393-000	2/11-SEASONAL FILL S	12,400.27
			630-09-50101-393-000	2/11-SEASONAL FILL S	6,032.40
				..... CHECK TOTAL	53,757.28
103766	3/02	XEROX CORPORATION	110-02-52201-232-000	1/11-FD COPIES/MAINT	40.40
103767	3/02	GENUINE HVAC L.L.C.	110-03-53116-241-000	FURNACE REPAIRS	256.89
103768	3/02	EMS MEDICAL BILLING ASSOC.	206-02-52205-219-000	02/11 BILLING FEE	13,391.19
			110-00-46209-999-000	02/11 SERVICES	414.99
			206-02-52205-219-000	02/11 CERT. COMM	244.17
				..... CHECK TOTAL	14,050.35
103769	3/02	IMAGE TREND, INC.	709-09-50101-219-000	ANNUAL SERVICE FEE	10,200.00
103770	3/02	INTERSPIRO	110-02-52203-235-000	1/11-FD SCBA PARTS	43.00
103771	3/02	T-MOBILE	631-09-50101-226-000	2/11 WIRELESS CARD	43.04
103772	3/02	PITNEY BOWES	110-01-51306-282-000	02/11 MACHINE LEASE/	364.00
103773	3/02	BENDLIN FIRE EQUIPMENT CO.	110-02-52203-344-000	2/11 FD PARTS/MATERI	1,127.05
103774	3/02	MG TRUST COMPANY	761-09-50101-151-000	02/11 RIMKUS/PIRO	234.08
			761-00-21599-000-000	02/11 RIMKUS/PIRO	234.08
				..... CHECK TOTAL	468.16

START DATE FOR SUMMARY: 3/01 END DATE FOR SUMMARY: 3/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103775	3/02	MANDLIK & RHODES INFORMATION	501-09-50102-219-000	02/11 COUPON REDMPTN	12.00
			501-09-50102-219-000	02/11 PER CHECK FEE	4.50
			501-09-50102-219-000	02/11 POSTAGE FEE	3.96
			501-09-50102-219-000	02/11 COUPON INCENTV	.48
			501-09-50101-219-000	02/11 POSTAGE MRIS	.47
				..... CHECK TOTAL	21.41
103776	3/02	MORRISSEY, JOHN W	110-02-52110-219-000	2/11 REPLENISH	60.55
			110-02-52101-263-000	2/11 REPLENISH	16.68
			110-02-52110-311-000	2/11 REPLENISH	7.90
			110-02-52103-365-000	2/11 REPLENISH	5.25
				..... CHECK TOTAL	90.38
103777	3/02	INVESTORS PROPERTY SERVICES	252-06-50471-259-000	#5232577 REHAB	2,693.00
103778	3/02	LAKESIDE INTERNATIONAL TRUCK	630-09-50101-393-000	1/11-CE PARTS-MATERI	3,761.42
			520-09-50201-347-000	1/11-BUS PARTS/MATER	1,155.68
			206-02-52205-344-000	1/11-FD PARTS/MATERI	651.35
				..... CHECK TOTAL	5,568.45
103779	3/02	HUMANA CLAIMS	611-09-50101-155-527	03/01/11 MED CLAIMS	171,986.24
			611-09-50101-155-527	03/01/11 MED CLAIMS	47,867.98
			611-09-50101-155-527	03/01/11 PHARMACY	25,847.16
			611-09-50101-155-527	02/25/11 MED CLAIMS	11,625.96
			611-09-50101-155-527	03/01/11 PHARMACY	4,579.45
			611-09-50101-155-527	02/25/11 PHARMACY	3,656.13
				..... CHECK TOTAL	265,562.92
103780	3/02	PIONEER COMMERCIAL CLEANING	110-01-51801-243-000	02/11 JANITORIAL SER	3,430.00
			110-01-51801-243-000	02/11 JANITORIAL SER	125.00
				..... CHECK TOTAL	3,555.00
103781	3/02	PAGEL HYDRAULIC SERVICE	630-09-50101-393-000	1/11-SE SERVICES/PAR	1,050.00
103782	3/02	PAUL CONWAY SHIELDS	110-02-52206-367-000	2/11-FD BOOTS/TURNOU	1,580.00
103783	3/02	US CELLULAR	110-03-53103-226-000	01/11 ST-CELL AIRTM	165.23
			206-02-52205-226-000	02/11 FD-CELL SERVC	154.85
			206-02-52205-226-000	01/11 FD-CELL SERVC	154.85
			110-02-52601-226-000	01/11 DH-CELL AIRTM	122.49
			110-01-51801-226-000	02/11 MB-CELL AIRTM	59.75
			110-01-51801-226-000	01/11 MB-CELL AIRTM	52.92
			206-02-52205-226-000	02/11 FD-CELL AIRTM	29.81
			110-02-52601-226-000	01/11 DH-CELL SERVC	29.60
			110-05-55109-226-000	01/11 PA-CELL AIRTM	27.68
			206-02-52205-226-000	01/11 FD-CELL AIRTM	22.51
			110-03-53103-226-000	01/11 ST-CELL SERVC	18.50
			110-05-55101-226-000	01/11 PA-CELL AIRTM	15.03
			110-05-55109-226-000	01/11 PA-CELL SERVC	7.40

START DATE FOR SUMMARY: 3/01 END DATE FOR SUMMARY: 3/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-01-51801-226-000	02/11 MB-CELL SERVC	7.40
			110-01-51801-226-000	01/11 MB-CELL SERVC	7.40
			205-03-53119-226-000	01/11 ST-CELL SERVC	3.70
			110-05-55111-226-000	01/11 PA-CELL SERVC	3.70
			110-05-55101-226-000	01/11 PA-CELL SERVC	3.70
			110-05-55111-226-000	01/11 PA-CELL AIRTM	2.10
			205-03-53119-226-000	01/11 ST-CELL AIRTM	.79
				..... CHECK TOTAL	889.41
103784	3/02	MAINSTAGE THEATRICAL SUPPLY	110-02-52204-369-000	FOG MACHINE	149.99
			110-02-52204-369-000	WIRELESS REMOTE	37.00
				..... CHECK TOTAL	186.99
103785	3/02	DAVID H ARNDT	110-02-52107-264-000	SUPPORT TRAINING	4,000.00
103786	3/02	BIO-TRON INC.	206-02-52205-235-000	MAINT CONTRACT	3,800.00
103787	3/02	WASTE MGMT OF MILWAUKEE	110-03-53117-253-418	01/11 COMPACTOR RENT	633.71
103788	3/02	GRAY'S, INC.	521-09-50101-344-000	CARBIDE BLADES	1,413.46
103789	3/02	FASTENAL COMPANY	110-03-53103-389-000	2/11 ST TOOLS OR MAT	142.98
			630-09-50101-393-000	2/11 SE TOOLS OR MAT	95.40
			110-03-53103-344-000	2/11 ST TOOLS OR MAT	75.41
			110-03-53103-389-000	2/11 ST TOOLS OR MAT	69.98
				..... CHECK TOTAL	383.77
103790	3/02	LAKESIDE CLEANERS	110-02-52203-259-000	1/11-FD LAUNDRY SERV	1,547.75
103791	3/02	WASTE MANAGEMENT	110-01-51801-246-000	2/11-MB PULL CHARGES	54.08
			110-01-51801-246-000	1/11-MB PULL CHARGES	54.08
				..... CHECK TOTAL	108.16
103792	3/02	O'CONNOR, DUMEZ,	110-09-56402-219-000	GUERRERO 12/1/10	1,364.00
			110-09-56402-219-000	ZELADA 6/05/09	374.00
			110-09-56402-219-000	BADURA 1/07/08	363.00
			110-09-56402-219-000	GAAL 10/21/67	308.00
				..... CHECK TOTAL	2,409.00
103793	3/02	GEMPLER'S, INC	110-05-55109-361-000	PICKUP TOOL	678.00
			110-05-55109-361-000	SHOULDER BAG	299.50
			110-05-55108-368-000	WIRE TIES	292.10
			110-05-55109-389-000	SAFETY GLASSES	212.40
				..... CHECK TOTAL	1,482.00

START DATE FOR SUMMARY: 3/01 END DATE FOR SUMMARY: 3/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103794	3/02	MENARDS (KENOSHA)	110-05-55109-361-000	01/11 PA MERCHANDISE	124.49
			110-05-55109-361-000	01/11 PA MERCHANDISE	75.55
			110-03-53113-389-000	02/11 ST MERCHANDISE	45.90
			632-09-50101-389-000	02/11 SE MERCHANDISE	41.93
			110-01-51901-311-000	02/11 CT MERCHANDISE	23.82
			110-03-53103-361-000	02/11 ST MERCHANDISE	8.98
			110-02-52203-382-000	02/11 FD #4 MERCHAND	4.56
				..... CHECK TOTAL	325.23
103795	3/02	LASER NET INC	110-01-51101-314-000	YEAR END A/P FILES	61.21
103796	3/02	NEXTEL COMMUNICATIONS	110-02-52109-226-000	01/11 PHONE SERVICE	329.94
103797	3/02	CERTIFIED LABORATORIES	630-09-50101-393-000	KOOL-SPRA AEROSOL	300.59
103798	3/02	AUTO GLASS SPECIALISTS, INC.	630-09-50101-393-000	02/11 SE GLASS & ACC	289.60
103799	3/02	BURKE TRUCK & EQUIPMENT INC	630-09-50101-393-000	PARTS FOR FLEET 2476	426.59
103800	3/02	TIME WARNER CABLE	110-01-51102-233-000	2/17-3/16/11-RR MB	239.95
			110-01-51102-233-000	2/19-3/18/11-SE RR	139.95
				..... CHECK TOTAL	379.90
103801	3/02	CINTAS CORP	632-09-50101-259-000	01/11 SE-UNIFORM/GLV	401.12
			520-09-50201-367-000	01/11 TD-UNIFORM/GLV	291.97
			110-02-52203-259-000	01/11 FD-UNIFORM/GLV	138.89
				..... CHECK TOTAL	831.98
103802	3/02	BOUND TREE MEDICAL, LLC	206-02-52205-369-000	BACKBOARD-IRON DUCK	5,200.00
			206-02-52205-369-000	HARE TRACTION SPLINT	490.32
				..... CHECK TOTAL	5,690.32
103803	3/02	HUMANA HEALTH CARE PLANS	206-00-13107-000-000	C ZARLETTI 5/03/09	368.25
103804	3/02	J & L LANDSCAPING	633-09-50101-259-000	1/11-SNOW/ICE REMOVA	3,421.68
103805	3/02	GILLIG CORPORATION	520-09-50201-347-000	MISC. BUS PARTS	2,232.39
103806	3/02	SAFEWAY PEST CONTROL CO., INC	110-02-52203-246-000	1/11-PD EXTERMINATIN	161.00
			520-09-50202-246-000	1/11-TD EXTERMINATIN	55.00
			110-01-51801-246-000	1/11-MB EXTERMINATIN	32.00
			110-05-55109-246-000	1/11-PA EXTERMINATIN	26.00
			110-03-53116-246-000	1/11-WA EXTERMINATIN	25.00
			520-09-50401-246-000	1/11-TD EXTERMINATIN	24.00
			110-02-52110-246-000	1/11-PD EXTERMINATIN	23.00
				..... CHECK TOTAL	346.00

START DATE FOR SUMMARY: 3/01 END DATE FOR SUMMARY: 3/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103807	3/02	IAFF/NATIONWIDE	110-00-21574-000-000	2/16-28/11 CONTRIB	19,938.99
103808	3/02	AIRGAS NORTH CENTRAL	206-02-52205-389-000	02/11 FD #5 OXYGEN C	57.66
			110-03-53103-355-000	02/11 ST INDUSTRIAL	49.23
			110-05-55109-344-000	01/11 PA INDUSTRIAL	46.70
			206-02-52205-389-000	02/11 FD #7 OXYGEN C	44.09
				..... CHECK TOTAL	197.68
103809	3/02	RED THE UNIFORM TAILOR	110-02-52103-367-000	02/11 POLICE UNIFORM	324.80
			110-02-52206-367-000	02/11 FD UNIFORMS	277.50
			110-02-52206-367-000	02/11 FD UNIFORMS	217.50
			110-02-52206-367-000	02/11 FD UNIFORMS	217.50
			110-02-52206-367-000	02/11 FD UNIFORMS	217.50
			110-02-52206-367-000	02/11 FD UNIFORMS	217.50
			110-02-52103-367-000	02/11 POLICE UNIFORM	189.85
			110-02-52103-367-000	01/11 POLICE UNIFORM	146.95
			110-02-52206-367-000	02/11 FD UNIFORMS	145.00
			110-02-52206-367-000	02/11 FD UNIFORMS	145.00
			110-02-52206-367-000	02/11 FD UNIFORMS	145.00
			110-02-52206-367-000	02/11 FD UNIFORMS	145.00
			110-02-52206-367-000	02/11 FD UNIFORMS	145.00
			110-02-52206-367-000	02/11 FD UNIFORMS	145.00
			110-02-52206-367-000	02/11 FD UNIFORMS	145.00
			110-02-52206-367-000	02/11 FD UNIFORMS	145.00
			110-02-52206-367-000	02/11 FD UNIFORMS	145.00
			110-02-52206-367-000	02/11 FD UNIFORMS	145.00
			110-02-52206-367-000	02/11 FD UNIFORMS	145.00
			110-02-52206-367-000	02/11 FD UNIFORMS	145.00
			110-02-52103-367-000	01/11 POLICE UNIFORM	91.90
			110-02-52206-367-000	02/11 FD UNIFORMS	72.50
			110-02-52206-367-000	02/11 FD UNIFORMS	72.50
			110-02-52206-367-000	02/11 FD UNIFORMS	72.50
				..... CHECK TOTAL	3,268.50
103810	3/02	PSI-PROF SRVS INDUSTRIES	110-09-56501-259-000	1/11-4622 10 AVE ASB	2,023.00
103811	3/02	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	2/16-28/11 CONTRIB	10,662.23
103812	3/02	SENTRY INSURANCE	206-00-13107-000-000	A FREDERICK 6/25/10	303.00
103813	3/02	SHADDUCK, JAMES	206-00-13107-000-000	11/21/10 TRANSPORT	75.00
103814	3/02	BUELOW, VETTER, BUIKEMA,	110-01-51303-212-000	11-12/10 SERVICES	31,805.69
			110-01-51001-212-000	11-12/10 SERVICES	10,997.00
			110-09-56402-219-000	11-12/10 SERVICES	132.50
				..... CHECK TOTAL	42,935.19

START DATE FOR SUMMARY: 3/01 END DATE FOR SUMMARY: 3/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103815	3/02	COLEMAN, GARY	110-09-56404-719-000	PROP DMG 01/07/11	16.00
103816	3/02	REICHERT, RANDALL	110-09-56404-719-000	VEH DMG 12/28/10	1,287.97
103817	3/02	BROOKS, TAMMY	110-09-56404-719-000	VEH DMG 12/26/10	900.00
103818	3/02	LOVE, JEFFREY	206-00-13107-000-000	8/10/10 TRANSPORT	512.00
103819	3/02	WOOD, SALLY	206-00-13107-000-000	11/14/10 TRANSPORT	80.41
103820	3/02	MAY, DAVID	110-02-52103-261-281	BLIZZARD 119 MILES	60.69
103821	3/02	MUTCHLER, VINCENT L.	110-09-56405-166-000	2/15-3/15/11 PPD	1,092.00
103822	3/02	MISKINIS, DANIEL G.	110-02-52103-261-281	BLIZZARD 111 MILES	56.61
103823	3/02	TORRES, PABLO	110-02-52103-261-281	BLIZZARD 83 MILES	42.33
103824	3/02	BOSMAN, KEITH	110-01-51301-263-000	LUNCH/CHRYSLER PLNT	103.19
			110-01-51301-263-000	MADISON TRIP/DNR	48.00
				..... CHECK TOTAL	151.19
103825	3/02	RAZAA, LATEEF	110-09-56405-166-000	2/08-3/08/11 PPD	1,222.00
103826	3/02	CHASE, PAUL	110-02-52103-261-281	BLIZZARD 91 MILES	46.41
103827	3/04	HWY C SERVICE	630-09-50101-393-000	PARTS FOR FLEET 2504	624.75
103828	3/04	INTERSTATE ELECTRIC SUPPLY	521-09-50101-375-000	2/11-AR ELECTRICAL S	230.45
			521-09-50101-375-000	2/11-AR ELECTRICAL S	230.45
			110-03-53109-375-000	2/11-ST ELECTRICAL S	48.00
			110-03-53103-246-000	2/11-ST ELECTRICAL S	25.35
			110-03-53109-375-000	2/11-ST ELECTRICAL S	22.86
			501-09-50105-246-000	2/11-SW ELECTRICAL S	13.07
				..... CHECK TOTAL	570.18
103829	3/04	KRANZ, INC.	630-09-50101-393-000	2/11-SE PRODUCTS	710.10
103830	3/04	KENOSHA JOINT SERVICES	110-02-52111-251-000	03/11 JOINT SERVICES	255,366.00
			110-02-52202-251-000	03/11 JOINT SERVICES	63,840.75
			 CHECK TOTAL	319,206.75

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103831	3/04	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	03/04/11 CITY HRLY	15,544.00
			110-00-21562-000-000	03/04/11 WATER HRLY	4,299.85
			110-00-21562-000-000	03/04/11 MUSEUM HRLY	205.00
				..... CHECK TOTAL	20,048.85
103832	3/04	KENOSHA CO HUMANE SOCIETY	110-04-54102-254-000	2/11 ANIMAL CONTROL	11,283.57
103833	3/04	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	10/3/10 D LONDO	759.35
103834	3/04	KENOSHA NEWS	110-01-51303-326-000	02/11 MECHANIC II	226.34
			110-00-21104-000-000	02/11 LA QUIMADA LIC	43.75
				..... CHECK TOTAL	270.09
103835	3/04	KENOSHA UNIFIED SCHOOL	110-05-55109-221-000	ELECTRIC 12/14-1/16	117.81
103836	3/04	PALMEN BUICK	630-09-50101-393-000	02/11 #2774 PARTS &	212.00
103837	3/04	SHOPKO DEPT. STORE	110-02-52203-382-000	02/11 FD #4 MERCHAND	97.93
			110-02-52203-382-000	2/11 FD #3 MERCHANDI	70.70
				..... CHECK TOTAL	168.63
103838	3/04	TRAFFIC & PARKING CONTROL CO	110-03-53110-372-000	02/11 TRAFFIC SIGNS	2,010.50
103839	3/04	WILLKOMM INC., JERRY	520-09-50106-341-000	2/11-TD DIESEL FUEL	22,002.90
103840	3/04	WE ENERGIES	110-03-53109-221-000	#10 01/23-02/21	1,980.32
			110-03-53109-221-000	#10 01/24-02/22	1,951.26
			110-02-52203-221-000	#10 01/25-02/23	1,425.83
			110-03-53109-221-000	#10 01/19-02/17	1,334.95
			110-05-55109-221-000	#10 01/19-02/18	1,264.75
			522-05-50102-221-000	#10 01/19-02/18	1,254.88
			110-03-53116-221-000	#10 01/20-02/20	1,074.43
			110-05-55106-222-000	#10 01/25-02/22	925.32
			110-03-53109-221-000	#10 01/21-02/21	869.09
			110-05-55111-221-000	#10 01/20-02/18	757.84
			110-03-53109-221-000	#10 01/27-02/23	724.25
			522-05-50102-221-000	#10 01/18-02/18	716.62
			110-03-53109-221-000	#10 01/20-02/20	645.07
			110-03-53109-221-000	#10 01/20-02/17	479.94
			110-05-55109-221-000	#10 01/19-02/17	443.92
			110-05-55109-221-000	#10 01/20-02/20	421.41
			110-03-53109-221-000	#10 01/24-02/21	325.20
			110-03-53117-221-000	#10 01/20-02/20	183.34
			110-05-55109-222-000	#10 01/19-02/17	128.66
			110-05-55109-221-000	#10 01/24-02/22	124.18
			110-05-55109-221-000	#10 01/23-02/21	67.30
			522-05-50102-221-000	#10 01/19-02/17	50.30
			110-03-53109-221-000	#10 01/18-02/18	45.77
110-05-55109-221-000	#10 01/17-02/15	39.99			

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			522-05-50102-222-000	#10 01/19-02/17	8.41
			110-05-55109-221-000	#10 01/18-02/16	8.11
				..... CHECK TOTAL	17,251.14
103841	3/04	STATE OF WISCONSIN	110-00-21901-999-000	01/11 COURT COSTS	22,581.32
			110-00-21911-999-000	01/11 COURT COSTS	15,316.85
			110-00-45104-999-000	01/11 COURT COSTS	11,096.63
				..... CHECK TOTAL	48,994.80
103842	3/04	DATA FINANCIAL BUSINESS	110-01-51101-232-000	CHECK SIGNER	359.00
			110-01-52001-232-000	SHREDDER MAINTENANCE	279.50
			110-02-52101-232-000	MAINTENANCE AGR	279.00
				..... CHECK TOTAL	917.50
103843	3/04	WE ENERGIES	110-03-53109-221-000	INSTALL 4600 27 ST	289.00
103844	3/04	TRADEMARK GRAPHICS	110-02-52103-369-000	REPLACEMENT GRAPHICS	354.98
103845	3/04	BROOKS TRACTOR, INC.	110-03-53107-344-000	PERFORM REPAIRS	7,667.35
			521-09-50101-282-000	02/11 AR LOADER RENT	2,820.00
				..... CHECK TOTAL	10,487.35
103846	3/04	INLAND DETROIT DIESEL	630-09-50101-393-000	TRANSMISSION	2,373.29
103847	3/04	NATIONAL SPRING, INC.	110-02-52203-344-000	2/11-FD SPRINGS/PART	659.36
103848	3/04	CHASE BANK KENOSHA	110-00-21513-000-000	03/04/11 HRLY DEDCT	25,622.00
			110-00-21612-000-000	03/04/11 HRLY DEDCT	12,341.21
			110-00-21511-000-000	03/04/11 HRLY DEDCT	8,360.06
			110-00-21614-000-000	03/04/11 HRLY DEDCT	2,980.37
			110-00-21514-000-000	03/04/11 HRLY DEDCT	2,980.13
				..... CHECK TOTAL	52,283.77
103849	3/04	WISCONSIN SCREEN PROCESS, INC	110-02-52203-344-000	REFLECTIVE LETTERING	297.25
			110-02-52204-344-000	LETTERING-CAR 5	208.80
				..... CHECK TOTAL	506.05
103850	3/04	CITIES & VILLAGES MUTUAL INS	110-09-56405-219-000	2011 WC QTR 2 ADMN	6,000.00
103851	3/04	NEHER ELECTRIC SUPPLY	630-09-50101-393-000	2/11-PHILLIPS LAMPS	306.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103852	3/04	DIGICORP COMMUNICATIONS	110-01-51801-227-000	02/11 MB PHONE SYSTE	196.25
			110-01-51801-227-000	02/11 MB PHONE SYSTE	131.25
				..... CHECK TOTAL	327.50
103853	3/04	OFFICEMAX	632-09-50101-311-000	02/11 SE #1740 OFFC	1,403.17
			520-09-50106-362-000	LASER FAX MACHINE	518.75
			110-02-52201-311-000	02/11 FD #1739 OFFC	128.63
			521-09-50101-311-000	02/11 AR #1730 OFFC	122.32
			521-09-50101-311-000	02/11 AR #1730 OFFC	54.72
			632-09-50101-311-000	02/11 SE #1740 RETRN	351.36CR
				..... CHECK TOTAL	1,876.23
103854	3/04	UW MILWAUKEE	724-00-21933-000-000	M KAMMER-SCHOLARSHIP	850.00
103855	3/04	SCHELBLE & HEMMER, S.C.	110-00-21581-000-000	03/04/11 B GARRETT	124.28
103856	3/04	NAPA AUTO PARTS CO.	630-09-50101-393-000	1/11 CE PARTS/FILTER	805.53
			206-02-52205-344-000	1/11 FD PARTS/FILTER	319.87
			110-02-52203-344-000	1/31 FD PARTS/FILTER	312.84
			110-05-55109-361-000	1/11 PA PARTS/FILTER	274.95
			520-09-50201-347-000	1/11 TD PARTS/FILTER	163.76
			110-02-52204-344-000	1/11 FD PARTS/FILTER	130.23
			110-03-53103-344-000	1/11 ST PARTS/FILTER	109.67
			521-09-50101-341-000	1/11 AR PARTS/FILTER	87.84
			110-05-55109-344-000	1/11 PA PARTS/FILTER	82.43
			501-09-50105-344-000	1/11 SW PARTS/FILTER	66.79
			520-09-50201-317-000	1/11 TD PARTS/FILTER	62.86
			521-09-50101-344-000	1/11 AR PARTS/FILTER	40.68
				..... CHECK TOTAL	2,457.45
			103857	3/04	LIBERTY BUILDERS, LLC
285-06-50203-259-000	#5238299 - DRAW 4	22,888.55			
217-06-51605-259-000	#5238299 - DRAW 4	12,999.08			
286-06-50202-259-000	#5238303 - DRAW 4	5,304.68			
	..... CHECK TOTAL	67,001.20			
103858	3/04	BASSO BUILDERS, INC.	286-06-50203-259-000	#5238500 DRAW 3	18,197.00
			217-06-51630-259-000	5422 22 AVE ENG	322.00
			 CHECK TOTAL	18,519.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103859	3/04	INTAB INC	110-01-51901-311-000	100 LOCK SEALS	24.79
103860	3/04	SIGTRONICS CORPORATION	110-02-52203-369-000	EMERGENCY HEADSET	4,068.00
103861	3/04	LIBERTY TIRE RECYCLING SVCS	205-03-53118-219-000	2/11-TIRE RECYCLING	1,850.88
103862	3/04	HUMANA CLAIMS	611-09-50101-155-527	03/03/11 PHARMACY	8,478.24
			611-09-50101-155-527	03/02/11 MED CLAIMS	5,397.36
			611-09-50101-155-527	03/02/11 PHARMACY	2,350.91
			611-09-50101-155-527	03/03/11 MED CLAIMS	1,497.66
				..... CHECK TOTAL	17,724.17
103863	3/04	PAGEL HYDRAULIC SERVICE	630-09-50101-393-000	CYLINDER REPAIRS	1,210.00
			630-09-50101-393-000	REBUILT CYLINDER	429.24
				..... CHECK TOTAL	1,639.24
103864	3/04	RUEKERT & MIELKE, INC.	409-11-51004-589-000	39TH AVE CONST INSP	24,019.99
			409-11-51004-589-000	01/11 39TH AVE CONST	2,614.41
			409-11-51004-589-000	12/10 39TH AVE CONST	859.25
				..... CHECK TOTAL	27,493.65
103865	3/04	US CELLULAR	110-03-53103-226-000	02/11 ST-CELL AIRTM	261.66
			631-09-50101-226-000	02/11 EN-CELL AIRTM	37.21
			631-09-50101-226-000	01/11 EN-CELL ARITM	26.68
			110-03-53103-226-000	02/11 ST-CELL SERVC	18.50
			631-09-50101-226-000	02/11 EN-CELL SERVC	7.40
			631-09-50101-226-000	01/11 EN-CELL SERVC	7.40
			205-03-53119-226-000	02/11 ST-CELL SERVC	3.70
			205-03-53119-226-000	02/11 ST-CELL AIRTM	.80
				..... CHECK TOTAL	363.35
103866	3/04	EMERGING COMMUNITIES CORP	492-11-50301-219-000	3/11 CONSULTING SERV	1,000.00
103867	3/04	WASTE MANAGEMENT OF WI	110-03-53117-253-416	01/11 965.58 TONS	21,242.76
			110-03-53117-253-416	01/11 845.25 TONS	18,595.50
			110-03-53117-253-416	01/11 WDNR TONNAGE F	12,552.54
			110-03-53117-253-416	01/11 ENVIRO SURCHG	10,988.25
			110-03-53117-253-417	01/11 66.64 TONS	1,466.38
			110-03-53117-253-417	01/11 9 COMPCT PULLS	1,422.00
			110-03-53117-253-417	01/11 9 COMPCT PULLS	1,422.00
			110-03-53117-253-417	01/11 59.06 TONS	1,299.32
			110-03-53117-253-416	01/11 FUEL SURCHARGE	1,129.49
			110-03-53117-253-416	01/11 FUEL SURCHARGE	1,019.87
			110-03-53117-253-417	01/11 WDNR TONNAGE F	866.32
			110-03-53117-253-417	01/11 WDNR TONNAGE F	767.78
			110-03-53117-253-416	01/11 ENVIRO SURCHG	312.00
			110-03-53117-253-416	01/11 ENVIRO SURCHG	276.00
			110-03-53117-253-417	01/11 FUEL SURCHARGE	154.17
			110-03-53117-253-417	01/11 FUEL SURCHARGE	150.40

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-03-53117-253-417	01/11 ENVIRO SURCHG	54.00
			110-03-53117-253-417	01/11 ENVIRO SURCHG	54.00
			110-03-53117-253-417	01/11 DIGOUT-DISPL	50.00
				..... CHECK TOTAL	73,822.78
103868	3/04	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	03/04/11 L SAYLOR	35.30
103869	3/04	MALLERY & ZIMMERMAN, SC	110-00-21581-000-000	3/04/11 CHRISTERSON	135.33
103870	3/04	VERIZON WIRELESS	110-02-52101-226-000	02/11 PD-SERVICE	196.26
			110-02-52201-226-000	02/11 FD-SERVICE	131.34
			110-01-51301-226-000	02/11 AD-SERVICE	131.34
			110-01-50301-226-000	02/11 LE-SERVICE	131.34
			631-09-50101-226-000	02/11 EN-SERVICE	130.24
			110-01-51303-226-000	02/11 HR-SERVICE	78.82
			110-02-52103-226-000	02/11 PD-SERVICE	68.87
			110-01-51101-226-000	02/11 CT-SERVICE	66.17
			520-09-50301-226-000	02/11 TD-SERVICE	65.67
			110-01-51701-226-000	02/11 CD-SERVICE	65.67
			110-01-51101-226-000	02/11 FN-SERVICE	65.67
			110-02-52601-226-000	02/11 DH-SERVICE	65.04
			521-09-50101-226-000	02/11 AR-SERVICE	64.99
			501-09-50101-226-000	02/11 SW-SERVICE	64.99
			110-05-55101-226-000	02/11 PA-SERVICE	64.99
			110-03-53101-226-000	02/11 PW-SERVICE	64.99
				..... CHECK TOTAL	1,456.39
103871	3/04	INDEPENDENT INSPECITONS LTD	110-02-52601-219-000	01/11 SERVICES	510.00
			110-02-52601-219-000	12/10 INSPECT SERVC	480.00
				..... CHECK TOTAL	990.00
103872	3/04	MALSACK, J	110-09-56501-259-566	2/11 5821 5 AV SNOW	409.00
			110-09-56501-259-566	2/11 5525 8 AV SNOW	323.00
			110-09-56501-259-570	02/11 4013 11 DEBRIS	240.00
			110-09-56501-259-566	2/11 704 75 ST SNOW	229.00
			110-09-56501-259-566	2/11 4433 22 AV SNOW	203.00
			110-09-56501-259-566	2/11 7223 96 AV SNOW	197.00
			110-09-56501-259-566	2/11 9608 67 ST SNOW	184.00
			110-09-56501-259-566	2/11 5522 49 AV SNOW	170.00
			110-09-56501-259-566	2/11 1320 52 ST SNOW	168.00
			110-09-56501-259-566	2/11 7203 35 AV SNOW	165.00
			110-09-56501-259-566	2/11 7324 35 AV SNOW	162.00
			110-09-56501-259-566	2/11 1203 75 ST SNOW	158.00
			110-09-56501-259-566	2/11 6350 28 AV SNOW	149.50
			110-09-56501-259-566	2/11 1900 22 AV SNOW	134.00
			110-09-56501-259-566	2/11 1105 35 ST SNOW	100.00
			110-09-56501-259-566	2/11 4119 56 ST SNOW	82.65
			110-09-56501-259-566	2/11 5721 13 AV SNOW	80.00
			110-09-56501-259-566	2/11 10518 64 ST SNO	80.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-09-56501-259-566	2/11 1342 57 ST SNOW	61.00
			110-09-56501-259-566	2/11 7421 SHER SNOW	61.00
			110-09-56501-259-566	2/11 4301 SHER SNOW	55.00
			110-09-56501-259-566	2/11 4409 22 AV SNOW	55.00
			110-09-56501-259-566	2/11 1525 25 ST SNOW	55.00
			110-09-56501-259-566	2/11 3721 21 AV SNOW	55.00
			110-09-56501-259-566	2/11 2211 25 AV SNOW	55.00
			110-09-56501-259-566	2/11 1007 75 ST SNOW	55.00
			110-09-56501-259-566	2/11 7713 7 AV SNOW	55.00
			110-09-56501-259-566	2/11 2013 61 ST SNOW	55.00
			110-09-56501-259-566	2/11 2019 61 ST SNOW	55.00
			110-09-56501-259-566	2/11 2023 61 ST SNOW	55.00
			110-09-56501-259-566	2/11 2002 61 ST SNOW	55.00
			110-09-56501-259-566	2/11 10513 63 STSNOW	55.00
			110-09-56501-259-566	2/11 10519 63 ST SNO	55.00
			110-09-56501-259-566	2/11 10507 63 ST SNO	55.00
			110-09-56501-259-566	2/11 10504 63 ST SNO	55.00
			110-09-56501-259-566	2/11 8306 25 AV SNOW	55.00
			110-09-56501-259-566	2/11 4115 56 ST SNOW	52.25
				..... CHECK TOTAL	4,288.40
103873	3/04	MURN & ASSOCIATES LLC	761-09-50101-219-000	01-02/11 CONSULTING	4,400.00
103874	3/04	UW - MEQUON	724-00-21933-000-000	Z SWIATKO-SCHOLARSHP	1,000.00
103875	3/04	HOLIDAY INN EXPRESS & SUITES	110-02-52107-263-000	1/09-12/11 2 OFFCRS	280.00
103876	3/04	HOLIDAY INN & SUITES	110-02-52107-263-000	K SCHRAPER 3/13-25	1,447.03
			110-02-52107-263-000	A SANDERSON 3/13-26	1,447.03
				..... CHECK TOTAL	2,894.06
103877	3/04	CDW-G	715-09-50101-311-000	2/11 DP COMPUTER EQU	505.00
			110-02-52201-311-000	2/11 FD TONER	24.32
			110-02-52201-311-000	2/11 FD TONER	6.08
				..... CHECK TOTAL	535.40
103878	3/04	HNTB - GREAT LAKES	501-09-50103-219-000	TASK ORDER NUMBER 7	5,835.07
103879	3/04	WAUSAU EQUIPMENT CO.	630-09-50101-393-000	2/11-SE PARTS/MATERI	121.57

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103880	3/04	WIS DEPT OF COMMERCE	633-09-50101-242-000	ELEVATOR-812 56 ST	50.00
103881	3/04	PLATINUM SYSTEMS	753-09-50101-219-000	CRIME ANALYSIS	850.00
103882	3/04	WIS SCTF	110-00-21581-000-000	03/04/11 HRLY DEDCT	1,018.31
103883	3/04	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	03/04/11 J PETRILLO	139.82
103884	3/04	WIS DEPT OF REVENUE	761-09-50101-264-000	BUSINESS TAX RENWL	10.00
103885	3/04	ROCKFORD IND. WELDING	632-09-50101-389-000	2/11 SUPPLIES/MATERI	129.44
103886	3/04	WIS DEPT OF COMMERCE	110-02-52601-264-000	K MIKOLAS #224236	500.00
103887	3/04	ACCURINT	110-02-52101-219-000	1/11 PD SEARCHES/LOC	107.35
103888	3/04	WHOLESALE DIRECT INC	630-09-50101-393-000	02/11 PARTS/MATERIAL	23.23
103889	3/04	LAKESHORE BID DISTRICT	110-00-21815-000-000	2011 1ST ASSESSMENT	54,998.82 (VOID)
103890	3/04	PROCESSWORKS INC.	110-00-21578-000-000	3/1/2011 CK REG	1,977.29
			110-00-21578-000-000	12/2010 CHARGES	170.84
				..... CHECK TOTAL	2,148.13
103891	3/04	MILWAUKEE TRUCK SALES INC	630-09-50101-393-000	01/11 #3045 PARTS	8.20
103892	3/04	AIRGAS NORTH CENTRAL	206-02-52205-389-000	1/11 FD #4 OXYGEN C	62.31
103893	3/04	STAR TRAN SOFTWARE	520-09-50201-233-000	FLEETMATE MAIN/SUPP	1,800.00
103894	3/04	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000	1/3/11 P DEATES	211.65
103895	3/04	AURORA MEDICAL GROUP	611-09-50101-155-000	T ZELLER - MED	2,854.00
103896	3/04	OCCUCARE SYSTEMS & SOLUTIONS	110-09-56405-161-000	3/15/10 B MILLER	862.41
103897	3/04	GREAT LAKES PATHOLOGISTS SC	520-09-50101-161-000	9/13/04 S THORSEN	79.20
103898	3/04	BROWN, DENNIS, M.D.	520-09-50101-161-000	9/13/04 S THORSEN	500.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103899	3/04	IOD INCORPORATED	110-09-56405-161-000	12/30/10 J KUNZ	8.89
103900	3/04	HEALTHPORT	520-09-50101-161-000	2/25/10 D BEALL	168.37
103901	3/04	UNITED OCC MEDICINE	110-09-56405-161-000	1/2/11 D YANDEL	209.10
			110-09-56405-161-000	1/2/11 D YANDEL	135.15
				..... CHECK TOTAL	344.25
103902	3/04	AURORA HEALTH CARE	110-09-56405-161-000	12/30/10 J KUNZ	12,269.69
			110-09-56405-161-000	12/30/10 J KUNZ	10,937.00
			520-09-50101-161-000	9/13/04 S THORSEN	2,513.92
			520-09-50101-161-000	9/13/04 S THORSEN	2,273.52
			110-09-56405-161-000	11/19/10 J BILL	1,771.60
			520-09-50101-161-000	9/13/04 S THORSEN	1,260.69
			110-09-56405-161-000	12/30/10 J KUNZ	938.87
			520-09-50101-161-000	9/13/04 S THORSEN	620.27
			110-09-56405-161-000	2/2/11 J ZELLER	393.36
			520-09-50101-161-000	9/13/04 S THORSEN	294.10
				..... CHECK TOTAL	33,273.02
103903	3/04	JOINTS IN MOTION MEDICAL LLC	110-09-56405-161-000	12/30/10 J KUNZ	682.50
103904	3/04	LGIP MUSEUM	110-00-21805-000-000	2/28/11 WIRE TRANS	139,200.00
103905	3/04	FRANCINES FINE CATERING	611-09-50102-259-000	HEART HEALTH MEALS	496.00
103906	3/04	KOHN LAW FIRM S.C.	110-00-21581-000-000	03/04/11 D LARSON	263.92
103907	3/04	LEVINGSTON, DAMON	110-00-45103-000-000	FINE PYMT V250290	30.00
			110-00-45104-000-000	FINE PYMT V250290	28.00
			110-00-21911-000-000	FINE PYMT V250290	13.00
			110-00-21910-000-000	FINE PYMT V250290	10.00
			110-00-21901-000-000	FINE PYMT V250290	7.80
				..... CHECK TOTAL	88.80
103908	3/04	HARVARD STATE BANK	110-00-21106-000-000	2010 TAX-2312 71 ST	45.78
			110-00-21106-000-000	2010 TAX-2214 71 ST	45.78
				..... CHECK TOTAL	91.56
103909	3/04	CARRINGTON MORTGAGE SERVICES	110-00-21106-000-000	2010 TAX-6720 21 AVE	693.10

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103910	3/04	NICKL, CAROLE A	110-00-21107-000-000	2010 RE TAX OVERPAY	92.21
103911	3/04	MEYMAX TITLE AGENCY OF OHIO	110-00-21106-000-000	2010 TAX-3204 17 AVE	50.40
103912	3/04	RONDON, STEVE & HEATHER	110-00-21107-000-000	2010 RE TAX OVERPAY	92.21
103913	3/04	DOVENMUEHLE MORTGAGE INC	110-00-21106-000-000	2010 TAX-11014 64 ST	2,026.59
103914	3/04	KROEGER, JEFFREY & SHIRLEY	110-00-21106-000-000	2010 RE TAX OVERPAY	1,448.37
103915	3/04	ROSENBERG, STEVEN	110-00-21106-000-000	2010 TAX-7324 10 AVE	58.12
103916	3/04	MUNSON, DAVID	110-00-21109-000-000	DOG LICENSE	10.00
103917	3/04	VACA, JAVIER	110-00-21109-000-000	CLASS A BEER LICENSE	66.00
103918	3/04	KENT, MISSI	110-00-21109-000-000	COURT PYMT V565488	8.40
103919	3/04	KISS, LASZLO	110-00-46394-000-000	APPLIANCE STICKER	15.00
103920	3/04	SMITH, SUZANNE I	110-00-45103-000-000	FINE PYMT V711942	30.00
			110-00-45104-000-000	FINE PYMT V711942	28.00
			110-00-21911-000-000	FINE PYMT V711942	13.00
			110-00-21910-000-000	FINE PYMT V711942	10.00
			110-00-21901-000-000	FINE PYMT V711942	7.80
				..... CHECK TOTAL	88.80
103921	3/04	STREET, RYAN M	110-00-45103-000-000	FINE PYMT V473537	30.00
			110-00-45104-000-000	FINE PYMT V473537	28.00
			110-00-21911-000-000	FINE PYMT V473537	13.00
			110-00-21910-000-000	FINE PYMT V473537	10.00
			110-00-21901-000-000	FINE PYMT V473537	7.80
				..... CHECK TOTAL	88.80
103922	3/04	RODRIQUEZ, JENNY L	110-00-45103-000-000	FINE PYMT V565954	30.00
			110-00-45103-000-000	FINE PYMT V565952	30.00
			110-00-45103-000-000	FINE PYMT V642390	30.00
			110-00-45104-000-000	FINE PYMT V565954	28.00
			110-00-45104-000-000	FINE PYMT V565952	28.00
			110-00-45104-000-000	FINE PYMT V642390	28.00
			110-00-21911-000-000	FINE PYMT V565954	13.00
			110-00-21911-000-000	FINE PYMT V565952	13.00
			110-00-21911-000-000	FINE PYMT V642390	13.00
			110-00-21910-000-000	FINE PYMT V565954	10.00
			110-00-21910-000-000	FINE PYMT V565952	10.00
			110-00-21910-000-000	FINE PYMT V642390	10.00
			110-00-21901-000-000	FINE PYMT V565954	7.80
			110-00-21901-000-000	FINE PYMT V565952	7.80
			110-00-21901-000-000	FINE PYMT V642390	7.80
			 CHECK TOTAL	266.40

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103923	3/04	RUFFOLO, SAM A	501-09-50101-433-000	11/11/10 SWU OVRPYMT	7.28
103924	3/04	KASTALIC, LAURA	110-09-56404-719-000	VEH DMG 11/26/10	671.70
103925	3/04	LENCI, MAURO	632-09-50101-261-000	1/11-2/11 147.5 MILE	75.23
103926	3/04	HOWLAND, DONALD	110-02-52203-382-000	COMM DOOR SWEEPS	98.12
103927	3/04	TOUHEY, PAULA	611-09-50101-155-000	WEIGHT WATCHERS 50%	78.00
103928	3/04	MILLSAPS, NINA M.	611-09-50101-155-000	WEIGHT WATCHERS 50%	78.00
103929	3/04	POLTROCK, JAMES T.	110-02-52201-311-000	3 HOLE PUNCH	100.21
103930	3/04	VENTURA, KATHIE	110-01-51306-312-000	MAILING-DEPT-JUSTICE	27.80
103931	3/04	SCHROEDER, KENNETH A.	110-02-52206-263-000	2/8-9/11 MADISON	50.00
103932	3/04	DEJONGE, DANIEL R	110-02-52107-263-000	2/24-25 FRANKLIN	16.00
103933	3/04	ANDREOLI, KELLY	611-09-50101-155-000	WEIGHT WATCHERS 50%	78.00
103934	3/04	GREGORSKI, PEGGY	611-09-50101-155-000	WEIGHT WATCHERS 50%	78.00
103935	3/04	DEATES, PETER J	110-02-52107-263-000	2/24-25 FRANKLIN	16.00
103936	3/04	FLAHIVE, CHRISTINE	110-02-52107-367-000	2011 CLOTHING ALLOW	400.00
103937	3/04	BARFOTH, DARLENE K.	110-02-52107-263-000	2/24-25 FRANKLIN	16.00
103938	3/04	KIERAN, CHARMON	611-09-50101-155-000	WEIGHT WATCHERS 50%	78.00
103939	3/04	MATHEWS, NANCY	611-09-50101-155-000	WEIGHT WATCHERS 50%	78.00
103940	3/04	HEIRING, JAMES	110-02-52110-367-000	2011 CLOTHING ALLOW	400.00
103941	3/04	BENVENUTO, NICHOLAS	110-02-52103-263-000	2/25-26/11 MENDOTA	12.00
103942	3/04	CLOUTHIER, SUE	611-09-50101-155-000	WEIGHT WATCHERS 50%	78.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103943	3/04	MYERS, RITA	611-09-50101-155-000	WEIGHT WATCHERS 50%	78.00
103944	3/04	BOSMAN, KEITH	110-01-51301-263-000	MADISON 2/14/11	28.10
103945	3/04	KESSINGER, NANCY	611-09-50101-155-000	WEIGHT WATCHERS 50%	78.00
103946	3/04	GIERL, KAY	611-09-50101-155-000	WEIGHT WATCHERS 50%	78.00
103947	3/04	SCHLATER, CHRIS	611-09-50101-155-000	WEIGHT WATCHERS 50%	78.00
103948	3/04	KOCHMAN, KRIS	611-09-50101-155-000	WEIGHT WATCHERS 50%	78.00
103949	3/04	BELOTTI, JOANNE	611-09-50101-155-000	WEIGHT WATCHERS 50%	78.00
103950	3/04	CAMILI, KRISTINE	611-09-50101-155-000	WEIGHT WATCHERS 50%	78.00
103951	3/04	BRNAK, CHATHY	611-09-50101-155-000	WEIGHT WATCHERS 50%	78.00
103952	3/09	ACE HARDWARE	110-03-53109-389-000	2/11 ST MERCHANDISE	54.52
			110-05-55103-357-000	2/11 PA MERCHANDISE	28.64
			110-05-55109-361-000	2/11 PA MERCHANDISE	18.99
			110-05-55109-244-000	2/11 PA MERCHANDISE	9.58
				..... CHECK TOTAL	111.73
103953	3/09	WE ENERGIES	110-03-53109-221-000	2/11 STREETLIGHTING	60,678.67
			110-05-55109-221-000	2/11 STREETLIGHTING	565.50
				..... CHECK TOTAL	61,244.17
103954	3/09	GENERAL COMMUNICATIONS, INC.	501-09-50105-231-000	2/11-ST MISC. ITEMS	93.45
			110-03-53103-231-000	2/11-ST MISC. ITEMS	93.45
				..... CHECK TOTAL	186.90
103955	3/09	COMSYS, INCORPORATED	110-01-51102-215-000	3/08-4/07/11 SERVICE	37,312.25
			501-09-50101-215-000	3/08-4/07/11 SERVICE	9,329.31
				..... CHECK TOTAL	46,641.56
103956	3/09	INTERSTATE ELECTRIC SUPPLY	520-09-50202-246-000	2/11-TD ELECTRICAL S	192.32
			521-09-50101-375-000	3/11-AR ELECTRICAL S	79.60
			520-09-50202-246-000	3/11-TD ELECTRICAL S	53.09
			 CHECK TOTAL	325.01

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103957	3/09	CARDINAL HEALTH	206-02-52205-318-000	2/11 FD MEDICAL SUPP	550.68
			206-02-52205-318-000	2/11 FD MEDICAL SUPP	195.21
			206-02-52205-318-000	02/11 FD MEDICAL SUP	99.71
			206-02-52205-318-000	2/11 FD MEDICAL SUPP	97.13
			206-02-52205-318-000	2/11 FD MEDICAL SUPP	97.13
			206-02-52205-318-000	2/11 FD MEDICAL SUPP	97.13
			206-02-52205-318-000	2/11 FD MEDICAL SUPP	4.35
				..... CHECK TOTAL	1,141.34
103958	3/09	KENOSHA NEWS	724-00-21935-000-000	1/11 YOUTH COMM/ADS	270.00
			724-00-21935-000-000	01/11 YOUTH COMM ADS	217.50
			110-00-21104-000-000	3/11 COBE LICENSE	43.75
			110-00-21104-000-000	3/11 M HONOLD LICNSE	43.75
			110-00-21104-000-000	3/11 N GOCHIS LICNS	40.83
			110-00-21104-000-000	3/11 R SLAGHT LIC	40.83
			110-00-21104-000-000	3/11 J VACA LICENSE	40.83
			110-01-50101-321-000	2/11 ABSENTEE BOARD	22.24
	..... CHECK TOTAL	719.73			
103959	3/09	NOTARY BOND RENEWAL SERVICE	110-01-51201-311-000	3 4 YR PREMIUMS	75.00
103960	3/09	WINGFOOT COMMERCIAL TIRE	520-09-50106-346-000	01/11 TIRE REPAIR SE	114.41
103961	3/09	FOX WORLD TRAVEL	110-01-51301-262-000	4/03-05 PHILLY	374.88
103962	3/09	WIS DEPT OF REVENUE	110-00-21512-000-000	2/16-28/11 DEDUCTS	117,285.38
103963	3/09	WE ENERGIES	110-03-53103-222-000	#11 01/26-02/24	4,889.85
			110-01-51801-222-000	#11 01/27-02/27	4,863.10
			110-01-51801-221-000	#11 01/28-02/28	4,722.68
			521-09-50101-221-000	#11 01/31-03/01	3,921.03
			110-05-55109-222-000	#11 01/26-02/24	3,443.31
			110-03-53116-222-000	#11 01/27-02/27	3,131.34
			110-03-53103-221-000	#11 01/27-02/24	2,816.02
			110-03-53109-221-000	#11 01/25-02/23	2,501.44
			633-09-50101-221-000	311 01/26-02/24	2,355.88
			633-09-50101-222-000	#11 01/26-02/24	2,211.94
			521-09-50101-222-000	#11 01/31-03/01	2,211.72
			632-09-50101-222-000	#11 01/26-02/24	2,019.73
			110-02-52203-222-000	#11 01/25-02/23	1,761.11
			632-09-50101-221-000	#11 01/27-02/24	1,743.09
			520-09-50401-221-000	#11 01/26-02/24	1,533.23
			110-03-53109-221-000	#11 01/30-02/28	1,193.27
			110-02-52203-222-000	#11 01/27-02/26	1,138.75
			110-02-52203-222-000	#11 01/31-03/01	1,099.54
			110-05-55109-221-000	#11 01/27-02/24	1,028.31
			520-09-50401-222-000	#11 01/25-02/23	876.95
			110-02-52203-221-000	#11 01/31-03/01	832.12
			110-03-53109-221-000	#11 01/31-03/01	821.27

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-02-52203-222-000	#11 01/26-02/24	678.60
			110-02-52110-221-000	#11 01/27-02/27	643.93
			110-03-53109-221-000	#11 01/26-0/23	629.27
			110-03-53109-221-000	#11 01/28-02/28	610.94
			110-01-51802-221-000	#11 912 35 ST	608.91
			110-02-52203-221-000	#11 01/27-02/25	608.30
			110-05-55111-222-000	#11 01/20-02/18	591.95
			110-03-53109-221-000	#11 01/26-02/25	576.48
			110-02-52203-221-000	#11 01/26-02/24	560.45
			110-03-53109-221-000	#11 01/26-02/24	525.28
			110-05-55111-221-000	#11 01/27-02/25	231.44
			110-03-53103-221-000	#11 01/25-02/23	207.28
			110-02-52110-222-000	#11 01/27-02/27	201.26
			110-03-53109-221-000	#11 01/24-02/23	194.47
			110-03-53109-221-000	#11 01/27-02/27	120.40
			110-05-55109-222-000	#11 01/25-02/23	113.62
			110-05-55109-221-000	#11 12/15-02/15	104.65
			110-01-51802-221-000	#11 2210 52 ST	70.29
			519-09-50103-221-000	#11 01/25-02/23	61.95
			110-03-53103-221-000	#11 01/29-02/28	33.03
			110-03-53103-221-000	#11 01/26-02/24	32.46
			110-05-55109-221-000	#11 01/27-02/25	31.68
			110-05-55111-222-000	#11 01/27-02/27	17.98
			110-05-55102-221-000	#11 01/30-02/28	13.85
			110-05-55109-221-000	#11 01/26-02/24	9.84
			110-05-55109-221-000	#11 01/25-02/23	9.00
				..... CHECK TOTAL	58,602.99
103964	3/09	KENOSHA CO CIRCUIT COURT	409-11-50904-581-000	PERMANENT ROW	8,000.00
103965	3/09	KENOSHA WATER UTILITY	286-06-50204-259-000	#5231743 UTILITIES	94.83
			286-06-50205-259-000	#5231736 UTILITIES	31.71
				..... CHECK TOTAL	126.54
103966	3/09	ALLEN PRECISION EQUIPMENT	631-09-50101-361-000	CHRISNIK MAG NAIL	46.52
			631-09-50101-361-000	CHRISNIK MAG NAIL	20.50
			631-09-50101-361-000	CHRISNIK MAG NAIL	13.95
				..... CHECK TOTAL	80.97
103967	3/09	CURTIS INDUSTRIES, INC	630-09-50101-393-000	2/11 SE FASTENERS-VA	981.67
			630-09-50101-393-000	2/11 SE FASTENERS-VA	749.43
			 CHECK TOTAL	1,731.10

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103968	3/09	DON'S AUTO PARTS	630-09-50101-393-000	3/11 SE #2386 PARTS	492.30
			630-09-50101-393-000	2/11 SE #2386 PARTS	320.28
			630-09-50101-393-000	2/11 SE #2357 PARTS	292.74
			630-09-50101-393-000	2/11 SE #2357 PARTS	110.14
				..... CHECK TOTAL	1,215.46
103969	3/09	KENOSHA WATER UTILITY	110-03-53107-131-281	2/05/11 SNOWPLOW	6,620.75
			110-03-53107-131-250	1/15/11 SNOWPLOWING	1,968.86
			110-03-53107-131-250	1/22/11 SNOWPLOWING	880.41
			110-03-53107-131-281	2/05/11 SNOWPLOWING	772.74
			110-03-53107-131-281	2/05/11 SNOWPLOWING	720.15
			110-03-53107-131-250	1/15/11 SNOWPLOWING	500.78
			110-03-53107-131-250	1/15/11 SNOWPLOWING	251.14
				..... CHECK TOTAL	11,714.83
103970	3/09	HOLY NATIVITY LUTHERAN	110-01-51901-283-000	ELECTION FEB 2011	25.00
103971	3/09	LARK UNIFORM, INC.	110-02-52103-367-000	1/11-PD#428 UNIFORM	159.90
			110-02-52103-367-000	2/11-PD#428 UNIFORM	140.90
				..... CHECK TOTAL	300.80
103972	3/09	BATTERIES PLUS LLC	110-02-52103-385-000	2/11 PD BATTERIES &	197.39
103973	3/09	TENUTA'S DELICATESSEN	110-01-51301-263-000	FED EPA REPS LUNCH	52.67
103974	3/09	FIRST AMERICAN REAL ESTATE	110-00-21106-000-000	2010 TAX-3504 10 AVE	56.59
103975	3/09	WEIGHT WATCHERS/NO AMERICA	110-00-21531-000-000	1/12-3/30 SESSION	1,560.00
103976	3/09	KENOSHA AREA BUSINESS	110-01-51301-263-000	LEGIS UPDATE 3/3/11	15.00
103977	3/09	OFFICEMAX	110-01-51101-311-000	02/11 FN #1743 OFFC	211.50
			110-01-52001-311-000	02/11 MC #1741 OFFC	72.18
			110-03-53103-311-000	02/11 ST #1745 OFFC	50.00
			110-01-52001-311-000	02/11 MC #1744 OFFC	32.46
			110-01-52001-311-000	02/11 MC #1742 OFFC	31.38
			110-01-52001-311-000	02/11 MC #1747 OFFC	19.44
				..... CHECK TOTAL	416.96
103978	3/09	CHEMSEARCH	110-03-53103-341-000	MAXI-LUBE RED	2,661.12
			110-03-53107-341-000	MAXI-LUBE RED	1,340.00
			110-03-53107-341-000	ST CREDIT	1,260.00CR
			 CHECK TOTAL	2,741.12

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103979	3/09	MOOSE LODGE #286	110-01-51901-283-000	ELECTION FEB 2011	32.00
103980	3/09	KENOSHA BIBLE CHURCH	110-01-51901-283-000	ELECTION FEB 2011	25.00
103981	3/09	NORTH AMERICAN SALT CO.	110-03-53107-351-000	2/11-DE-ICING MATERI	900.00
			110-03-53107-351-000	2/11-DE-ICING MATERI	900.00
			110-03-53107-351-000	2/11-DE-ICING MATERI	900.00
			110-03-53107-351-000	2/11-DE-ICING MATERI	900.00
				..... CHECK TOTAL	3,600.00
103982	3/09	HOLLAND SUPPLY, INC.	520-09-50201-347-000	2/11-TD HYDRAULIC FI	168.48
			520-09-50201-347-000	2/11-TD HYDRAULIC FI	158.58
			630-09-50101-393-000	2/11-SE HYDRAULIC FI	124.60
			520-09-50201-347-000	2/11-TD HYDRAULIC FI	93.86
			630-09-50101-393-000	2/11-SE HYDRAULIC FI	79.68
				..... CHECK TOTAL	625.20
103983	3/09	CONTINENTAL RESEARCH CORP	110-05-55109-382-000	DISINFECT	703.86
103984	3/09	SERWE IMPLEMENT	630-09-50101-393-000	VA6635-0010D NOZZLE	3,258.65
			630-09-50101-393-000	VA2390-0001B HOSE	363.43
				..... CHECK TOTAL	3,622.08
103985	3/09	ST JOHN'S LUTHERAN CHURCH	110-01-51901-283-000	ELECTION FEB 2011	25.00
103986	3/09	WIS DEPT OF ADMINSTRATION	110-02-52204-322-000	COMM/DWD CODES	280.00
103987	3/09	MANDLIK & RHODES INFORMATION	501-09-50102-219-000	03/11 ADMIN FEE	350.00
103988	3/09	JAMES IMAGING SYSTEMS, INC.	110-01-50101-232-000	02/11 CT-OVERAGE CHG	306.24
			110-02-52601-232-000	03/11 DH-MAINT AGRMT	81.23
			110-01-51303-232-000	03/11 PE-SERVICE AGR	72.99
			110-01-51301-232-000	03/11 AD-SERVICE AGR	72.99
			521-09-50101-232-000	03/11 AR-SERVICE AGR	41.20
			110-01-52001-232-000	02/11 MC-COPIER MNT	36.50
			110-01-50301-232-000	03/11 LE-COPIER MNT	36.50
				..... CHECK TOTAL	647.65
103989	3/09	DAIMLER BUSES NORTH AMERICA	520-09-50201-347-000	2/11 TD PARTS AND MA	310.00
			520-09-50201-347-000	2/11 TD PARTS AND MA	194.88
			520-09-50201-347-000	2/11 TD PARTS AND MA	2.40
			 CHECK TOTAL	507.28

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103990	3/09	INVESTORS PROPERTY SERVICES	252-06-50471-259-000	#5238519 REHAB	2,307.00
			463-11-50601-589-000	5124 25 AVE REHAB	1,066.10
				..... CHECK TOTAL	3,373.10
103991	3/09	HUMANA CLAIMS	611-09-50101-155-527	03/07/11 MED CLAIMS	112,874.63
			611-09-50101-155-527	03/07/11 PHARMACY	19,212.65
			611-09-50101-155-527	03/04/11 PHARMACY	5,075.22
			611-09-50101-155-527	03/08/11 PHARMACY	1,792.36
			611-09-50101-155-527	03/08/11 MED CLAIMS	573.55
			611-09-50101-155-527	03/04/11 MED CLAIMS	382.54
				..... CHECK TOTAL	139,910.95
103992	3/09	AT&T	110-01-51801-225-000	01/11 LONG DIST.	207.44
			110-00-14401-000-000	01/11 LONG DIST.	42.42
			520-09-50301-225-000	01/11 LONG DIST.	32.51
			110-00-15202-000-000	01/11 LONG DIST.	15.54
				..... CHECK TOTAL	297.91
103993	3/09	RUEKERT & MIELKE, INC.	501-09-50102-219-000	11/06-1/28 OUTFALL S	3,816.00
			409-11-51004-589-000	12/10 39TH AVE CONST	36.00
				..... CHECK TOTAL	3,852.00
103994	3/09	CUMMINS NPOWER, LLC	520-09-50201-347-000	2/11 TD PARTS/SERVIC	70.03
			630-09-50101-393-000	2/11 SE #2991 PARTS/	43.97
			630-09-50101-393-000	2/11 SE #2386 PARTS/	26.38
			520-09-50201-347-000	2/11 TD #3507 PARTS/	25.69
			520-09-50201-347-000	2/11 TD #3507 PARTS/	20.11
			520-09-50201-347-000	2/11 TD PARTS/SERVIC	15.48
				..... CHECK TOTAL	201.66
103995	3/09	WFCA FIRE SERVICE BOOKSTORE	110-02-52206-322-000	FIRE INSPECTION &	169.15
			110-02-52206-322-000	NFPA 1 FIRE CODE	87.18
			110-02-52206-322-000	EXAM PREP:	45.55
				..... CHECK TOTAL	301.88
103996	3/09	WASTE MANAGEMENT OF WI	110-03-53117-253-416	02/11 808.09 TONS	17,777.98
			110-03-53117-253-416	02/11 WDNR TONNAGE F	10,505.17
			110-03-53117-253-416	02/11 FUEL SURCHARGE	1,006.31
			110-03-53117-253-417	02/11 5 COMPCT PULLS	790.00
			110-03-53117-253-417	02/11 33.25 TONS	731.50
			110-03-53117-253-417	02/11 WDNR TONNAGE F	432.25
			110-03-53117-253-416	02/11 ENVIRO SURCHG	252.00
			110-03-53117-253-417	02/11 FUEL SURCHARGE	86.45
			110-03-53117-253-417	02/11 ENVIRO SURCHG	30.00
			 CHECK TOTAL	31,611.66

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103997	3/09	HEALTHSTAT	611-09-50101-155-504	2/11 MID LEVEL PROV	9,630.00
			611-09-50101-155-504	2/11 PROG ADMIN FEE	6,669.74
			611-09-50101-155-504	2/11 REFERENCE LAB	1,072.08
				..... CHECK TOTAL	17,371.82
103998	3/09	MALSACK, J	463-11-50802-219-000	2/11 PROPSL A SNOW	1,097.25
			461-11-51001-581-000	02/11 PROPSL B SNOW	1,002.25
			401-11-50712-581-000	02/11 PROPSL C SNOW	622.25
			463-11-50802-219-000	02/11 ADD'L/DELETNS	127.49
			758-09-50106-259-850	02/11 SNOW 91304	54.04
			758-09-50105-259-850	02/11 SNOW 91303	54.04
			758-09-50104-259-850	02/11 SNOW 91302	54.04
			758-09-50103-259-850	02/11 SNOW 91301	54.04
			758-09-50110-259-850	02/11 SNOW 91308	54.03
			758-09-50109-259-850	02/11 SNOW 91307	54.03
			758-09-50108-259-850	02/11 SNOW +2REMOVAL	54.03
			758-09-50107-259-850	02/11 SNOW 91305	54.03
				..... CHECK TOTAL	3,281.52
103999	3/09	FRED PRYOR SEMINARS	110-02-52601-264-000	P. BLISE 3/14-15	299.00
104000	3/09	T & A INDUSTRIAL,LTD.	501-09-50105-369-000	LIFEGUARD SYSTEM	2,142.78
			501-09-50105-369-000	MAN RATED WINCH	1,369.00
				..... CHECK TOTAL	3,511.78
104001	3/09	FASTENAL COMPANY	521-09-50101-344-000	2/11 AR TOOLS OR MAT	71.04
			110-03-53103-389-000	2/11 ST TOOLS OR MAT	61.94
			110-03-53103-389-000	2/11 ST TOOLS OR MAT	34.77
				..... CHECK TOTAL	167.75
104002	3/09	AMERICAN ASSOCIATION OF	110-02-52601-323-000	2011 DUES-P BLISE	75.00
104003	3/09	J EWENS DESIGN INC	520-09-50201-344-000	2/11-BUS#3503 3M VIN	390.00
104004	3/09	FORCE AMERICA	630-09-50101-393-000	2/11 SE PARTS/MATERI	797.12
			630-09-50101-393-000	2/11 SE PARTS/MATERI	797.12
			630-09-50101-393-000	2/11 SE PARTS/MATER	501.92
				..... CHECK TOTAL	2,096.16
104005	3/09	MENARDS (KENOSHA)	110-03-53110-389-000	2/11-ST MERCHANDISE	59.63
			110-05-55106-246-000	2/11-PA SOUTHPORT ME	49.53
			110-02-52203-357-000	1/11-FD#7 MERCHANDIS	46.42
			631-09-50101-311-000	2/11-EN MERCHANDISE	28.90
			110-02-52203-357-000	1/11-FD#7 MERCHANDIS	18.96
			520-09-50202-246-000	2/11-TD MERCHANDISE	16.21
			110-05-55111-311-000	2/11-PA SOUTHPORT ME	8.99
			 CHECK TOTAL	228.64

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
104006	3/09	WIS DEPT OF COMMERCE	110-03-53116-241-000	PERMITS TO OPERATE	100.00
104007	3/09	WIS SCTF	110-00-21581-000-000	3/11 HRLY DEDUCTS	60.00
104008	3/09	FIRST ASSEMBLY OF GOD	110-01-51901-283-000	ELECTION FEB 2011	25.00
104009	3/09	UW WISCONSIN MADISON	110-02-52107-322-000	2010 WIS INST/CRIME	290.00
104010	3/09	KENOSHA COUNTY TREASURER	110-00-21910-999-000	01/11 FEES COLLECTED	11,760.59
			110-00-21901-999-000	01/11 FEES COLLECTED	3,316.51
			110-00-21910-999-000	01/11 FEES COLLECTED	50.00
				..... CHECK TOTAL	15,127.10
104011	3/09	ROCKFORD IND. WELDING	632-09-50101-389-000	2/11-SE SUPPLIES/MAT	57.24
			110-03-53107-344-000	2/11-ST SUPPLIES/REP	19.08
				..... CHECK TOTAL	76.32
104012	3/09	WISCONSIN TITLE CLOSING	110-00-21106-000-000	2010 TAX-1746 MADISO	138.89
104013	3/09	KENOSHA PRIVATE POLICE	217-06-51630-259-000	2/1-15/11-SECURITY G	8,982.00
104014	3/09	WHOLESALE DIRECT INC	630-09-50101-393-000	2/11 PARTS/MATERIALS	58.98
104015	3/09	WISCONSIN SECRETARY OF STATE	110-01-51201-311-000	3 FILING FEES	60.00
104016	3/09	SAFETY-KLEEN INC	520-09-50201-389-000	02/11 16105 SOLVENT	137.76
104017	3/09	MESSIAH LUTHERAN CHURCH	110-01-51901-283-000	ELECTION FEB 2011	40.00
104018	3/09	LAKESHORE BID DISTRICT	110-00-21815-000-000	1ST PYMT 2011 ASSMT	18,332.94
104019	3/09	SENIOR CITIZEN CENTER	110-01-51901-283-000	ELECTION FEB 2011	58.50
104020	3/09	AIRGAS NORTH CENTRAL	632-09-50101-389-000	2/11 SE INDUSTRIAL G	182.06
			520-09-50201-317-000	2/11 TD INDUSTRIAL G	71.12
			206-02-52205-389-000	2/11 FD #4 OXYGEN C	61.51
			520-09-50201-317-000	1/11 TD INDUSTRIAL G	50.97
			206-02-52205-389-000	2/11 FD #5 OXYGEN CY	47.63
			 CHECK TOTAL	413.29

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
104021	3/09	HEWLETT PACKARD COMPANY	501-09-50103-525-000	HP PRINTER	3,200.00
			501-09-50105-525-000	HP PRINTER	1,070.00
				..... CHECK TOTAL	4,270.00
104022	3/09	NAFISCO INC	110-03-53103-378-000	RIGHT STRIPE	418.00
			110-03-53103-378-000	LEFT STRIPE,	418.00
			110-03-53103-378-000	RIGHT STRIPE,	351.00
			110-03-53103-378-000	LEFT STRIPE	351.00
				..... CHECK TOTAL	1,538.00
104023	3/09	EVT CERTIFICATION COMM.	110-02-52203-264-000	2 EXAMS/4 RECERTS	370.00
104024	3/09	JANTZ CLUB	110-01-51901-283-000	ELECTION FEB 2011	25.00
104025	3/09	KENOSHA PLUMBING	521-09-50101-241-000	REPAIR HEATING	771.00
			521-09-50101-241-000	HEAT SERVICE CALL	131.82
				..... CHECK TOTAL	902.82
104026	3/09	AURORA MEDICAL GROUP	110-02-52103-219-000	12/10 SCREENS	1,187.00
			110-01-51303-216-000	12/10 SCREENS	132.00
			110-01-51303-216-000	12/10 SCREENS	95.00
				..... CHECK TOTAL	1,414.00
104027	3/09	PAWLICKI, ANTHONY S.	110-00-21106-000-000	REISSUE CK #92936	120.43
104028	3/09	TRES HIJOS, LLC	110-00-21106-000-000	2010 TAX-810 65 ST	1,386.41
104029	3/09	ANDERSON, MARK & KAREN	110-00-21106-000-000	REISSUE CK #101980	374.78
104030	3/09	ZUZINEC, ROBERT	611-09-50101-155-000	03/11 HEALTH PREM	1,657.60
104031	3/09	SLAFTER, CHARLES	611-09-50101-155-000	01/11 DENTAL PREM	46.52
104032	3/09	SOBANSKI, ROXANNE	110-00-21905-000-000	2/26/11 BEACH HOUSE	100.00
104033	3/09	GONZALES, GERARDO	110-00-21905-000-000	2/27/11 BEACH HOUSE	100.00
104034	3/09	KUBNICK, GRETCHEN	110-00-21109-000-000	3/11-BUS PASS	10.00
104035	3/09	ENGEN, MITCH	110-02-52601-261-000	2/11 180 MILES	91.80
			110-02-52601-226-000	1/11-CELLPHONE	14.68
			 CHECK TOTAL	106.48

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
104036	3/09	STANCZAK, STEPHEN M.	110-01-51303-263-000	1/26-28/11-WI DELLS	198.13
			110-01-51303-261-000	1/26-28/11-WI DELLS	162.18
				..... CHECK TOTAL	360.31
104037	3/09	BUCK, WAYDE B	521-09-50101-261-000	1/11 243 MILES	123.93
104038	3/09	BLISE, PAULA	110-02-52601-261-000	2/11 386 MILES	196.86
104039	3/09	LAMBRECHT, CRAIG	520-09-50201-261-000	2/10/11 - JANESVILLE	76.50
			520-09-50201-263-000	2/10/11 - JANESVILLE	10.50
				..... CHECK TOTAL	87.00
104040	3/09	BAUMANN, RICHARD H.	110-02-52601-261-000	2/11 438 MILES	223.38
104041	3/09	SWARTZ, MARTHA E.	110-02-52601-261-000	2/11 111 MILES	56.61
104042	3/09	HILLESLAND, RICHARD	110-02-52601-261-000	2/11 444 MILES	226.44
			110-02-52601-226-000	1/11 CELLPHONE	14.68
				..... CHECK TOTAL	241.12
104043	3/09	MIKOLAS, KEVIN	110-02-52601-261-000	2/11 332 MILES	169.32
104044	3/09	WILKE, BRIAN	110-01-51701-261-000	2/11 75 MILES	38.25
104045	3/09	THOMPkins, TIMOTHY	110-01-51303-261-000	2/11 108 MILES	55.08
104046	3/09	WIENKE, DANIEL	110-02-52107-263-000	2/24-24/11- FRANKLIN	16.00
104047	3/09	WITT, JERALD	110-02-52103-261-281	2/2/11 CAR BLIZZARD	12.75
104048	3/09	CHIAPPETTA, LOUIS	110-02-52601-261-000	2/11 214 MILES	109.14
104049	3/09	CRUEY, EDWARD	110-01-50901-261-000	2/11 182 MILES	92.82
104050	3/09	DJUPLIN, WESLEY P	206-02-52205-264-000	REG FEE-2/17/11	165.00
104051	3/09	TAPPA, NICHOLAS	110-02-52103-263-000	2/25-26-WINNEBAGO	12.00
104052	3/09	ANTARAMIAN, EDWARD	110-01-50301-261-000	2/19/11-MADISON	91.80
			110-01-50301-263-000	2/19/11-MADISON	8.00
			110-01-50301-261-000	2/19/11-MADISON	6.00
			 CHECK TOTAL	105.80

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
104053	3/09	PACETTI, FRANK	110-01-51301-261-000	6/10-12/10 760.9 MLS	380.45
			110-01-51301-261-000	1/11-2/11 350.5 MILE	178.76
			110-01-51301-311-000	FAN-CONFERENCE ROOM	26.36
				..... CHECK TOTAL	585.57
104054	3/09	SANCHEZ, MARGARITO	110-02-52601-261-000	2/11 172 MILES	87.72
104055	3/11	RNOW, INC.	420-11-51001-579-000	2010 LODAL TRUCK	166,063.00
			420-11-51001-579-000	LIST OF OPTIONS	13,621.00
			420-11-51001-934-560	TRADE UNIT (#2557)	7,000.00CR
				..... CHECK TOTAL	172,684.00
104056	3/11	CHESTER ELECTRONICS SUPPLY	520-09-50201-347-000	2/11 TD PARTS & MATE	12.42
			206-02-52205-344-000	3/11 FD PARTS & MATE	9.99
				..... CHECK TOTAL	22.41
104057	3/11	GENERAL FIRE EQUIPMENT CO	110-02-52103-941-000	FLT #3126 2010 PARTS	5,294.78
104058	3/11	HWY C SERVICE	420-11-51001-579-000	MUNI UTILITY TRACTOR	402,413.00
			420-11-51001-934-560	TRADE-FLEET 1124	500.00CR
				..... CHECK TOTAL	401,913.00
104059	3/11	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	03/11/11 CITY HRLY	15,514.00
			110-00-21562-000-000	03/11/11 WATER HRLY	4,299.85
			110-00-21562-000-000	03/11/11 MUSEUM HRLY	205.00
				..... CHECK TOTAL	20,018.85
104060	3/11	LABOR PAPER, THE	420-11-50905-589-000	01/11 SALT SHED	42.44
104061	3/11	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	1/25/11 J GALLEY	885.36
			110-09-56405-161-000	1/25/11 J GALLEY	23.70
				..... CHECK TOTAL	909.06
104062	3/11	FIRST SUPPLY CO.	110-02-52203-344-000	2/11 FD SUPPLIES AND	35.06
104063	3/11	RODE'S CAMERA	110-02-52601-388-000	DIGITAL CAMERA	199.95
104064	3/11	FOX WORLD TRAVEL	110-01-51301-262-000	4/03-05 PHILADELPHIA	262.90
104065	3/11	WILLKOMM INC., JERRY	630-09-50101-391-000	2/11-SE UNLEADED GAS	22,218.44
			630-09-50101-392-000	2/11-SE DIESEL FUEL	21,798.77
			521-09-50101-341-000	2/11-AR FUEL	445.89
			 CHECK TOTAL	44,463.10

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
104066	3/11	WIS FUEL & HEATING INC	110-03-53116-341-000	2/11-WA LUBRICANTS/O	447.50
104067	3/11	BROOKS TRACTOR, INC.	630-09-50101-393-000	2/11 SE #3022 PARTS	447.02
			630-09-50101-393-000	2/11 SE #3022 PARTS	361.78
			630-09-50101-393-000	2/11 SE #2592 PARTS	172.78
			630-09-50101-393-000	2/11 SE #2592 PARTS	129.44
			630-09-50101-393-000	2/24 SE CREDIT	257.60CR
				..... CHECK TOTAL	853.42
104068	3/11	INLAND DETROIT DIESEL	630-09-50101-393-000	2/11-SE PARTS/MATERI	231.78
104069	3/11	A & R DOOR SERVICE	110-02-52203-246-000	2/11 FD #4 DOOR REPA	942.38
104070	3/11	BATTERIES PLUS LLC	110-02-52203-385-000	2/11 FD BATTERIES &	137.32
104071	3/11	AT&T	206-02-52205-227-000	2/10-3/09 DS1 SERVC	900.00
			206-02-52205-227-000	1/10-2/09 DSI SERVC	900.00
			206-02-52205-227-000	2/10-3/09 DS1 SERVC	588.00
			206-02-52205-227-000	1/10-2/09 DSI SERVC	588.00
				..... CHECK TOTAL	2,976.00
104072	3/11	HAWK ELECTRONICS	110-01-51201-311-000	RECEIPT PAPER/RIBBON	509.00
104073	3/11	MEDICAL COLLEGE OF WISCONSIN	206-02-52205-219-000	2/11-MED DIR SERVICE	5,175.00
104074	3/11	KENOSHA AREA CHAMBER	110-01-51301-323-000	K BOSMAN MEMBER DUES	75.00
104075	3/11	CHASE BANK KENOSHA	110-00-21513-000-000	3/11/11 HRLY DEDUCTS	22,419.78
			110-00-21612-000-000	3/11/11 HRLY DEDUCTS	11,300.32
			110-00-21511-000-000	3/11/11 HRLY DEDUCTS	7,655.07
			110-00-21614-000-000	3/11/11 HRLY DEDUCTS	2,721.71
			110-00-21514-000-000	3/11/11 HRLY DEDUCTS	2,721.70
				..... CHECK TOTAL	46,818.58
104076	3/11	WISCONSIN SCREEN PROCESS, INC	110-02-52203-344-000	STRIPING	320.83
104077	3/11	PREISS, IRENE	110-02-52203-165-000	3/11 BENEFITS	410.53
104078	3/11	TUDJAN, EDWARD	110-02-52203-165-000	3/11 BENEFITS	941.50

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
104079	3/11	ZAK, PAUL	110-02-52203-165-000	3/11 BENEFITS	861.97
104080	3/11	LINCOLN CONTRACTORS SUPPLY	501-09-50105-235-000 110-03-53103-389-000	ROTARY LASER REPAIR 2/11-ST TOOLS/SUPPLI CHECK TOTAL	1,388.99 156.47 1,545.46
104081	3/11	NORTH AMERICAN SALT CO.	630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000	SEASONAL FILL SALT SEASONAL FILL SALT SEASONAL FILL SALT CHECK TOTAL	26,197.77 22,933.48 4,654.54 53,785.79
104082	3/11	NEENAH FOUNDRY CO. (K0363)	403-11-50901-588-000 403-11-50901-588-000	STORM SEWER CASTINGS STORM SEWER CASTING CHECK TOTAL	3,400.00 401.62 3,801.62
104083	3/11	SHELBLE & HEMMER, S.C.	110-00-21581-000-000	03/11/11 B GARRETT	121.76
104084	3/11	FLORIDA MICRO	110-01-51102-539-000	2/11 DP MISC COMPUTE	118.48
104085	3/11	POMP'S TIRE	110-02-52203-344-000	2/11-FD TIRES	674.38
104086	3/11	CINTAS DOCUMENT MANAGEMENT	110-02-52101-219-000	PURGE SERVICES	17.50
104087	3/11	HUMANA CLAIMS	611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527	3/09/11 MED CLAIMS 03/11/11 PHARMACY 03/11/11 MED CLAIMS 03/09/11 PHARMACY CHECK TOTAL	165,538.49 10,591.07 3,265.23 1,715.19 181,109.98
104088	3/11	PAUL CONWAY SHIELDS	110-02-52206-367-000 110-02-52206-367-000	1/11-TURNOUT GEAR 1/11-TURNOUT GEAR CHECK TOTAL	3,360.00 1,576.21 4,936.21
104089	3/11	AUTO ZONE INC.	630-09-50101-393-000	2/11 SE #2240 PARTS/	19.99
104090	3/11	FRONTIER	110-02-52203-225-000	2/22-03/21/11 FIRE	46.51
104091	3/11	WISCONSIN HYDRAULICS	630-09-50101-393-000	02/11 #434 LABOR/MTL	1,086.15
104092	3/11	INTERCLEAN EQUIPMENT INC	403-11-50904-589-000	EST 2-TRUCK WASH SYS	41,948.42

START DATE FOR SUMMARY: 3/01 END DATE FOR SUMMARY: 3/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
104093	3/11	WFCA FIRE SERVICE BOOKSTORE	110-02-52206-322-000	2/11-FD TRAINING BOO	55.77
104094	3/11	WASTE MANAGEMENT OF WI	110-03-53117-253-416	02/11 804.66 TONS	17,702.52
			110-03-53117-253-416	02/11 WDNR TONNAGE F	10,460.58
			110-03-53117-253-417	02/11 10 COMPT PULLS	1,580.00
			110-03-53117-253-417	02/11 68.75 TONS	1,512.50
			110-03-53117-253-416	02/11 FUEL SURCHARGE	1,025.00
			110-03-53117-253-417	02/11 WDNR TONNAGE F	893.75
			110-03-53117-253-416	02/11 ENVIRO SURCHG	234.00
			110-03-53117-253-417	02/11 FUEL SURCHARGE	180.06
			110-03-53117-253-417	02/11 ENVIRO SURCHG	60.00
				..... CHECK TOTAL	33,648.41
104095	3/11	SCHMIDT IMPLEMENT CO. INC.	521-09-50101-344-000	2/11-AR SERVICE/PART	490.88
			521-09-50101-344-000	2/11-AR SERVICE/PART	114.00
			521-09-50101-344-000	3/11-AR RETURN	15.01CR
				..... CHECK TOTAL	589.87
104096	3/11	HEALTHSTAT	611-09-50101-155-504	01/11 RE-WIRE PROV	12,840.00
			611-09-50101-155-504	01/11 RE-WIRE ADMIN	6,669.74
			611-09-50101-155-504	01/11 RE-WIRE LAB	1,060.47
				..... CHECK TOTAL	20,570.21
104097	3/11	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	03/11/11 L SAYLOR	29.24
104098	3/11	MALLERY & ZIMMERMAN, SC	110-00-21581-000-000	03/11/11 CRISTERSON	136.11
104099	3/11	VEOLIA ENVIROMENTAL SERVICES	205-03-53118-219-000	RECYCLE PULLS 11/10	1,654.90
			205-03-53118-219-000	RECYCLE PULLS 12/10	1,434.64
				..... CHECK TOTAL	3,089.54
104100	3/11	PALMEN MOTORS	110-02-52204-344-000	2/11-FD REPAIR/REPAI	3.45
104101	3/11	OUR DESIGNS, INC	110-02-52203-389-000	2/11-FD COMMENDATION	159.00
104102	3/11	MONROE TRUCK EQUIPMENT	110-03-53107-344-000	PARA-GLIDE WING	4,669.00
104103	3/11	MIRROR IMAGE TELEPROMPTERS	722-00-21988-000-000	TELEPROMPTER	1,325.00
104104	3/11	INSTY-PRINTS	722-00-21988-000-000	COMBO NEWSLETTER,	342.36
			722-00-21988-000-000	INSERT PAGE, 8.5 X11	189.85
				..... CHECK TOTAL	532.21

START DATE FOR SUMMARY: 3/01 END DATE FOR SUMMARY: 3/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
104105	3/11	KUEMMERLING, INC., KARL	501-09-50106-361-000	POLE SAW BLADE	486.93
104106	3/11	WIS DEPT OF REVENUE	761-00-21512-000-000	2/11 KCM DEDUCTS	279.40
104107	3/11	FASTENAL COMPANY	110-03-53103-344-000	3/11 ST TOOLS OR MAT	144.91
			110-03-53103-344-000	3/11 ST TOOLS OR MAT	130.73
			501-09-50105-357-000	3/11 ST TOOLS OR MAT	123.18
			521-09-50101-344-000	1/11 AR TOOLS OR MAT	20.87
				..... CHECK TOTAL	419.69
104108	3/11	MILWAUKEE 2-WAY INC.	414-11-50906-589-000	TONE ALERT RECEIVER	584.00
			414-11-50906-589-000	PROGRAMMING SOFTWARE	105.00
				..... CHECK TOTAL	689.00
104109	3/11	KENO'S COLLISIONTEK	110-02-52103-711-000	REPAIR SQUAD 3019	183.00
104110	3/11	WAUSAU EQUIPMENT CO.	630-09-50101-393-000	2/11-SE PARTS/MATERI	885.98
104111	3/11	WASTE MANAGEMENT	633-09-50101-253-000	3/11-LI WEEKLY PICK	85.61
			110-01-51801-246-000	3/11-MB PULL CHARGES	64.65
			521-09-50101-219-000	3/11-AR PAPER RECYCL	57.08
			110-05-55109-246-000	3/11-PA PAPER RECYCL	42.00
				..... CHECK TOTAL	249.34
104112	3/11	MENARDS (KENOSHA)	110-03-53103-389-000	2/11 ST MERCHANDISE	224.76
			110-05-55109-357-000	2/11 PA MERCHANDISE	143.46
			520-09-50401-246-000	2/11 TD MERCHANDISE	63.00
			110-01-51801-389-000	2/11 MB MERCHANDISE	54.84
			110-03-53110-361-000	2/11 ST MERCHANDISE	37.98
			631-09-50101-311-000	2/11 EN MERCHANDISE	28.93
			110-03-53103-389-000	2/11 ST MERCHANDISE	22.99
			110-02-52203-382-000	2/11 FD #6 MERCHANDI	15.76
			110-05-55106-246-000	2/11 PA MERCHANDISE	15.18
			110-05-55109-357-000	2/11 PA MERCHANDISE	5.56
				..... CHECK TOTAL	612.46
104113	3/11	SUTPHEN CORPORATION	110-02-52203-344-000	2/11-FD ENG#3 PARTS/	96.48
104114	3/11	DAVIES & CO, INC, D W	110-03-53107-349-000	SUPPLIES	1,546.39

START DATE FOR SUMMARY: 3/01 END DATE FOR SUMMARY: 3/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
104115	3/11	WIS SCTF	110-00-21581-000-000	03/11/11 HRLY DEDCT	1,018.31
104116	3/11	ALL KOOL RADIATOR REPAIR	630-09-50101-393-000	2/11 SE #2838 RADIAT	1,385.00
			630-09-50101-393-000	2/11 SE #294 RADIATO	320.00
			520-09-50201-344-000	2/11 TD #4013 RADIAT	140.00
				..... CHECK TOTAL	1,845.00
104117	3/11	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	03/11/11 J PETRILLO	139.82
104118	3/11	SNAP-ON INDUSTRIAL	110-03-53103-361-000	2/11-ST TOOLS/REPAIR	333.45
			110-03-53103-361-000	2/11-ST TOOLS/REPAIR	325.95
				..... CHECK TOTAL	659.40
104119	3/11	AUTO GLASS SPECIALISTS, INC.	630-09-50101-393-000	2/11 SE GLASS & ACCE	268.90
			630-09-50101-393-000	2/11 SE GLASS & ACCE	100.00
				..... CHECK TOTAL	368.90
104120	3/11	ROCKFORD IND. WELDING	632-09-50101-389-000	2/11-SE SUPPLIES/MAT	74.42
104121	3/11	TIME WARNER CABLE	520-09-50301-233-000	3/11-TD ROADRUNNER	139.95
			110-01-51102-233-000	3/11-AR ROADRUNNER	139.95
			524-05-50101-219-000	3/11-PA MONTHLY CABL	17.62
				..... CHECK TOTAL	297.52
104122	3/11	CINTAS CORP	632-09-50101-259-000	2/11 SE UNIFORM/GLOV	110.82
			632-09-50101-259-000	2/11 SE UNIFORM/GLOV	106.20
			632-09-50101-259-000	2/11 SE UNIFORM/GLOV	99.43
			632-09-50101-259-000	2/11 SE UNIFORM/GLOV	95.23
			520-09-50201-367-000	2/11 TD UNIFORM/GLOV	77.62
			520-09-50201-367-000	2/11 TD UNIFORM/GLOV	75.62
			520-09-50201-367-000	2/11 TD UNIFORM/GLOV	72.20
			520-09-50201-367-000	2/11 TD UNIFORM/GLOV	72.20
			110-02-52203-259-000	2/11 FD UNIFORM/GLOV	41.83
			110-02-52203-259-000	2/11 FD UNIFORM/GLOV	39.83
			110-02-52203-259-000	2/11 FD UNIFORM/GLOV	38.36
			110-02-52203-259-000	2/11 FD UNIFORM/GLOV	37.86
				..... CHECK TOTAL	867.20
104123	3/11	SOUTHPORT PLAZA	520-09-50202-249-000	2011 MAINT-BUS HUB	2,262.81

START DATE FOR SUMMARY: 3/01 END DATE FOR SUMMARY: 3/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
104124	3/11	CMRS/PITNEY BOWES	110-01-51306-312-000	03/11 REPLENISH	10,000.00
104125	3/11	WHOLESALE DIRECT INC	630-09-50101-393-000	2/11-SE PARTS/MATERI	402.28
			110-02-52203-344-000	2/11-FD PARTS/MATERI	306.44
			206-02-52205-344-000	2/11-FD PARTS/MATERI	83.13
				..... CHECK TOTAL	791.85
104126	3/11	MIDWEST GRAPHICS SERVICES	409-11-50906-589-000	2/11 38TH ST PAVING	667.20
104127	3/11	GILLIG CORPORATION	520-09-50201-347-000	2/11-BUS PARTS	1,146.40
			520-09-50201-347-000	2/11-BUS PARTS	1,017.35
			520-09-50201-347-000	2/11-BUS PARTS	195.88
			520-09-50201-347-000	2/11-BUS PARTS	180.84
			520-09-50201-347-000	2/11-BUS PARTS	57.50
			520-09-50201-347-000	2/11-BUS PARTS	8.84
			520-09-50201-347-000	2/11-BUS PARTS	3.34
				..... CHECK TOTAL	2,610.15
104128	3/11	FOX VALLEY CHEMICAL CO	110-02-52203-382-000	2/11 FD #4 CONSUMABL	762.25
104129	3/11	PROCESSWORKS INC.	110-00-21578-000-000	12/10 CHARGES	3,050.14
			110-00-21578-000-000	3/08/11 CHECK REG	1,384.94
				..... CHECK TOTAL	4,435.08
104130	3/11	LAKESIDE OIL	520-09-50106-341-000	2/11-TD DIESEL FUEL	22,748.40
104131	3/11	RIMKUS, JASON	761-09-50101-111-000	03/01-15/11 SERVICES	1,840.80
			761-00-21514-000-000	03/01-15/11 SERVICES	26.69CR
			761-00-21511-000-000	03/01-15/11 SERVICES	77.31CR
			761-00-21599-000-000	03/01-15/11 SERVICES	92.04CR
			761-00-21512-000-000	03/01-15/11 SERVICES	102.40CR
			761-00-21513-000-000	03/01-15/11 SERVICES	216.00CR
				..... CHECK TOTAL	1,326.36
104132	3/11	PIRO, RALPH	761-09-50101-111-000	03/01-15/11 SERVICES	872.31
			761-00-21514-000-000	03/01-15/11 SERVICES	12.65CR
			761-00-21599-000-000	03/01-15/11 SERVICES	25.00CR
			761-00-21511-000-000	03/01-15/11 SERVICES	36.64CR
			761-00-21512-000-000	03/01-15/11 SERVICES	37.30CR
			761-00-21513-000-000	03/01-15/11 SERVICES	74.00CR
				..... CHECK TOTAL	686.72

START DATE FOR SUMMARY: 3/01 END DATE FOR SUMMARY: 3/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
104133	3/11	BRUCE MUNICIPAL EQUIPMENT	630-09-50101-393-000	2/11 SE #1006 PARTS	252.91
104134	3/11	RED THE UNIFORM TAILOR	110-02-52103-367-000	02/11 POLICE UNIFRM	259.75
			110-02-52103-367-000	02/11 POLICE UNIFRM	248.40
			110-02-52103-367-000	02/11 POLICE UNIFRM	225.95
			110-02-52206-367-000	02/11 FD-UNIFORMS	217.50
			110-02-52206-367-000	02/11 FD-UNIFORMS	217.50
			110-02-52206-367-000	02/11 FD-UNIFORMS	217.50
			110-02-52206-367-000	02/11 FD-UNIFORMS	211.25
			110-02-52206-367-000	02/11 FD-UNIFORMS	145.00
			110-02-52206-367-000	02/11 FD-UNIFORMS	145.00
			110-02-52206-367-000	02/11 FD-UNIFORMS	145.00
			110-02-52103-367-000	02/11 POLICE UNIFRM	131.90
			520-09-50101-367-000	12/10 TD-UNIFORM ITE	104.00
			110-02-52103-367-000	02/11 POLICE UNIFRM	100.50
			520-09-50101-367-000	11/10 TD-UNIFORM ITE	98.60
			110-02-52206-367-000	02/11 FD-UNIFORMS	66.00
			520-09-50101-367-000	11/10 TD-UNIFORM ITE	9.95
				..... CHECK TOTAL	2,543.80
104135	3/11	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000	6/24/06 K KOPESKY	1,284.35
			110-09-56405-161-000	6/24/06 K KOPESKY	497.25
			110-09-56405-161-000	1/3/11 P DEATES	88.40
				..... CHECK TOTAL	1,870.00
104136	3/11	OCCUCARE SYSTEMS & SOLUTIONS	110-09-56405-161-000	3/15/10 B MILLER	862.41
104137	3/11	TRUE COURSE MDCS LLC	110-09-56405-161-000	12/30/10 J KUNZ	2,793.31
104138	3/11	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	1/25/11 J GALLEY	193.80
104139	3/11	AURORA HEALTH CARE	110-09-56405-161-000	11/19/10 J BILL	199.79
			110-09-56405-161-000	2/2/11 J ZELLER	199.76
			110-09-56405-161-000	2/2/11 J ZELLER	91.52
				..... CHECK TOTAL	491.07
104140	3/11	FAMILY FOOT CLINIC OF WI SC	110-09-56405-161-000	12/4/10 J PETERSON	259.43
104141	3/11	ALL SAINTS MEDICAL CENTER	110-02-52102-219-000	10-177623 BLOOD DRAW	24.00

START DATE FOR SUMMARY: 3/01 END DATE FOR SUMMARY: 3/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
104142	3/11	UNIVERSITY OF MINNESOTA	724-00-21933-000-000	BLOMQUEST-SCHOLARSHP	750.00
104143	3/11	KOHN LAW FIRM S.C.	110-00-21581-000-000	03/11/11 D LARSON	160.28
104144	3/11	MERCADILLO, NANCY	110-00-21905-000-000	ORIBILETTI-2/26/11	300.00
104145	3/11	VACA, JAVIER	110-00-44204-000-000	CLASS "A" LIQUOR	142.00
			110-00-44202-000-000	CLASS "A" BEER	142.00
				..... CHECK TOTAL	284.00
104146	3/11	PITTS BROTHERS & ASSOC, LLC	409-11-50804-581-000	OWNERS APPRAISAL	2,200.00
104147	3/11	PITTS BROTHERS & ASSOC, LLC	409-11-50804-581-000	OWNERS APPRAISAL	1,900.00
104148	3/11	TEXAS TOLLWAYS	110-02-52107-261-000	ACCT 24975844 TRANS	1.60
104149	3/11	SARAUER, CRISTINE	110-00-21905-000-000	BEACH HOUSE-3/5/11	100.00
104150	3/11	MOORE, DEMONT	110-00-21902-000-000	FINE PMT #V419213	114.00
104151	3/11	ROBBINS, MICHAEL C	110-00-45103-000-000	FINE PMT #V564429	50.00
			110-00-45104-000-000	FINE PMT #V564429	28.00
			110-00-21911-000-000	FINE PMT #V564429	13.00
			110-00-21901-000-000	FINE PMT #V564429	13.00
			110-00-21910-000-000	FINE PMT #V564429	10.00
				..... CHECK TOTAL	114.00
104152	3/11	OLLE, BARBARA L	110-00-21902-000-000	PYMT 1107722	25.00
104153	3/11	SALITURO, JAMES J	110-00-45103-000-000	FINE PYMT 1107738	100.00
			110-00-45104-000-000	FINE PYMT 1107738	28.00
			110-00-21901-000-000	FINE PYMT 1107738	26.00
			110-00-21911-000-000	FINE PYMT 1107738	13.00
			110-00-21910-000-000	FINE PYMT 1107738	10.00
				..... CHECK TOTAL	177.00
104154	3/11	SLAGHT, RONALD	110-00-44203-000-000	CLASS B BEER AND LIQ	325.00
104155	3/11	ROMBALSKI, MICHAEL	110-02-52107-367-000	2011 CLOTHING ALLOW	400.00

START DATE FOR SUMMARY: 3/01 END DATE FOR SUMMARY: 3/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
104156	3/11	DEATES, PETER J	110-02-52102-367-000	2011 CLOTHING ALLOW	400.00
104157	3/11	SINANI, ASLLAN	110-02-52102-367-000	2011 CLOTHING ALLOW	400.00
104158	3/11	RISCH, KEVIN	631-09-50101-261-000	2/11 68 MILES	34.68
104159	3/15	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	03/15/11 CITY SAL	47,574.42
			110-00-21562-000-000	03/15/11 LIBRARY SAL	8,623.50
			110-00-21562-000-000	03/15/11 WATER SAL	7,727.50
				..... CHECK TOTAL	63,925.42
104160	3/15	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	03/15/11 CITY SAL	1,263.23
			110-00-21541-000-000	03/15/11 LIBRARY SAL	241.00
			110-00-21541-000-000	03/15/11 WATER SAL	180.00
				..... CHECK TOTAL	1,684.23
104161	3/15	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	03/15/11 SAL DEDUCT	93,776.00
104162	3/15	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	03/15/11 H TOLBERT	293.24
104163	3/15	CHASE BANK KENOSHA	110-00-21513-000-000	03/15/11 SAL DEDUCT	201,680.33
			110-00-21612-000-000	03/15/11 SAL DEDUCT	69,598.01
			110-00-21511-000-000	03/15/11 SAL DEDUCT	47,147.30
			110-00-21614-000-000	03/15/11 SAL DEDUCT	20,904.06
			110-00-21514-000-000	03/15/11 SAL DEDUCT	20,903.97
				..... CHECK TOTAL	360,233.67
104164	3/15	KENOSHA FIREFIGHTER C.A.R.E.	110-00-21564-000-000	03/15/11 SAL DEDUCT	729.00
104165	3/15	MESSERLI & KRAMER P.A.	110-00-21581-000-000	03/15/11 A PAURA	223.94
104166	3/15	CHAPTER 13 TRUSTEE	110-00-21581-000-000	03/15/11 B MIFFLIN	419.00
			110-00-21581-000-000	03/15/11 H DABRY	283.00
				..... CHECK TOTAL	702.00
104167	3/15	WIS SCTF	110-00-21581-000-000	03/15/11 SAL DEDUCT	7,572.12
104168	3/15	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	03/15/11 M RIVERA	278.00
104169	3/15	J D BENEFITS, INC	110-00-21517-000-000	03/01-15/11 DEDUCTS	1,057.63

GRAND TOTAL FOR PERIOD ***** 24,062,712.89

VOID CHECK 103889 -54,998.82
 (REISSUED ON CHECK 104018)

 24,007,714.07



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

Street Division
John H. Prijic
Superintendent
Waste Division
Rocky Bednar
Superintendent
Parks Division
Jeff Warnock
Superintendent

DEPARTMENT OF PUBLIC WORKS

Ronald L. Bursek, P.E., Director

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

March 28, 2011

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

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

Subject: Acceptance of Project 09-1210 Municipal Office Building Parking Lot Improvements

Location: 625 52nd Street

Please be advised that the above referenced project has been satisfactorily completed by Cicchini Asphalt, LLC, Kenosha, Wisconsin. This project consisted of reconstructing the General Public, Fire Department and City Employee parking lots. The work will include landscaped islands, trees, lighting, pavement rehabilitation, sidewalk and storm sewer. Additionally improvements will be completed on 8th Avenue to include curb & gutter and resurfacing.

It is recommended that the project be accepted in the final amount of \$319,158.88. Original contract amount was \$314,810.08 plus \$35,189.92 in contingency for a total contract amount of \$350,000.00. Funding was from OT-07-004, ST-93-002, ST-93-004 & ST-09-001.

MML/kjb