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

CALL TO ORDER
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE

Approval of the minutes of the meeting held March 3, 2014. **Pgs. 1-4**
Matters referred to the Committees by the Mayor.
Presentation, Commendations and Awards by Mayor.
Awards and Commendations from Boards, Commissions, Authorities and Committees.
CITIZENS' COMMENTS

A. REFERRALS

TO THE COMMITTEE ON FINANCE

A.1. By the Mayor - To Adopt a Project Plan Amendment for Tax Incremental District #16, City of Kenosha, Wisconsin, (Under Section 66.1105 (4)(h)1., Wisconsin Statutes). (District #16) (Also referred to City Plan Commission)

TO THE PUBLIC WORKS COMMITTEE

A.2. Resolution By the Mayor - To approve a Two-Lot Certified Survey Map for property at the northeast corner of 75th Street and 125th Avenue. (Hampton Inn) (District #16) (Also referred to City Plan)

TO THE PUBLIC SAFETY AND WELFARE COMMITTEE

TO THE CITY PLAN COMMISSION

A.3. By the City Plan Commission - To Create Subsection 18.02 bb. (of the Zoning Ordinance) to Amend the Land Use Plan Map for the City of Kenosha: 2035.

A.4. By the Mayor - To Rezone property at 6201-14th Avenue from B-2 Community Business District to IP Institutional Park District (in conformance with Section 10.02 of the Zoning Ordinance). (St. Vincent DePaul) (District #3)

A.5. Conditional Use Permit for a 93-room hotel to be located at 7300-125th Avenue. (Hampton Inn) (District #16)

B. COMMUNICATIONS, PETITIONS, REPORTS OF DEPARTMENTS

B.1. Approval of the following applications per list on file in the Office of the City Clerk:
a. 40 Operator's (Bartender's) licenses.
b. 1 Transfer of Agent Status of Beer and/or Liquor licenses.
c. 3 Special Class “B” Beer and/or Special “Class B” Wine license(s).
d. 2 Taxi Driver License(s). **Pgs. 5-6**

B.2. 2014 Neighborhood Inspection Program (NIP) Operating Plan. (PSW – recommendation pending) **Pgs. 7-18**

C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS

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

C.1. Approve applications for new Operator's (Bartender's) licenses subject to:
-20 demerit points:
a. Alisha Neely
b. Ryan Zolper
-30 demerit points:
c. Rachel Gauss
-50 demerit points:
d. Sean Bringsosen
-60 demerit points:
e. Alexandra Shwaiko
(L/P – Ayes 5, Noes 0 on a. through b. and d. through e.; Ayes 4, Noes 0, Abstains 1 on c.) **HEARING Pgs. 19-23**

C.2. Approve applications for new Operator's (Bartender's) licenses subject to:
- 0 demerit points:
a. Vincent Frederick
b. Rita Walters
- 25 demerit points:
c. Mukam Murat
- 40 demerit points:
d. Robert Menarik
e. Matthew Boylan
- 45 demerit points:
f. Robert Mitchell
- 65 demerit points:
g. Jamie Schafer
h. Maribel Castro Ramos
i. Ryan Nelson
(L/P – Ayes 3, Noes 0) **HEARING Pgs. 24-32**

C.3. Deny applications for new Operator's (Bartender's) licenses based on material police record and false application:
a. Tamara Nickel
b. Jeremie Berry
c. Nicholas Mercier
(L/P – Ayes 5, Noes 0) **HEARING Pgs. 33-54**

C.4. Deny applications for new Operator's (Bartender's) licenses based on material police record:
a. Jacy Kennedy
b. Manuel Ortiz
(L/P – Ayes 3, Noes 0) **HEARING Pgs. 55-60**

C.5. Deny applications for new Operator's (Bartender's) licenses based on material police record and false application:
a. Dontrell Langston
b. Elizabeth Bohannan
c. William Greathouse
d. Stephanie Sikorski
(L/P – Ayes 3, Noes 0) **HEARING Pgs. 61-72**

C.6. Approve renewal application of Mohammed Museitif for a Taxi Driver's License subject to 20 demerit points.
(L/P – Ayes 3, Noes 0) **HEARING Pgs. 73**

C.7. Approve application of N&S Source, Inc., Nihal Singh, Agent, for a "Class A" Liquor License located at 6119-22nd Avenue (Uptown Pantry), subject to 25 demerit points. (District #3) (L/P – Ayes 3, Noes 2) **HEARING Pgs. 74-84**

C.8. Approve application of Georgina Posada for a Class "B" Beer/"Class B" Liquor License located at 6218-22nd Avenue (Banquet Hall Luminarias), subject to 25 demerit points. (District #3) (L/P – Ayes 5, Noes 0) **HEARING Pgs. 85-93**

C.9. Approve application of The Agave Luna Azul, LLC, Jose Ochoa, Agent, for a Class "B" Beer/"Class B" Liquor License located at 2227-60th Street (The Agave Luna Azul), upon surrender of a similar license at the same location from Bombay Louie's International, Inc., with no adverse recommendations. (District #3) (L/P – Ayes 3, Noes 0) **HEARING Pgs. 94-99**

C.10. Approve application of The Agave Luna Azul, LLC, Jose Ochoa, Agent, for an Outdoor Extension of the Class "B" Beer/"Class B" Liquor License located at 2227–60th Street (The Agave Luna Azul), with no adverse recommendations. (District #3) (L/P – Ayes 3, Noes 0) **HEARING Pgs. 100-105**

C.11. Deny application of Joshua M. Devore for a Transfer of Agent status of the Class "A" Retail Beer License located at 4924 Sheridan Road (Mobil Gas), based on material police record and false application. (District #2) (L/P – Ayes 3, Noes 0) **HEARING Pgs. 106-107**

C.12. Approve application of Janet Lee Fenn for a Transfer of Agent status of the Class “B” Beer/”Class B” Liquor License located at 4601–7th Avenue (Bindelli's City Zoo), subject to 0 demerit points. (District #2) (L/P – Ayes 3, Noes 0) **HEARING Pgs. 108-109**

C.13. Approve application of Janet Lee Fenn for a Transfer of Agent status of the Class “B” Beer/”Class B” Liquor License located at 2232 Roosevelt Road (Bindelli's Safari), subject to 50 demerit points. (District #3) (L/P – Ayes 3, Noes 0) **HEARING Pgs. 110-111**

C.14. Application of Janet Lee Fenn for a Transfer of Agent status of the Class “B” Beer/”Class B” Liquor License located at 3805–22nd Avenue (Bindelli's Jungle), subject to 0 demerit points. (District #6) (L/P – Ayes 3, Noes 0) **HEARING Pgs. 112-113**

C.15. Approve applications for Probationary Cabaret Licenses with no adverse recommendations:
a. The Agave Luna Azul, LLC (Jose Ochoa, Agent, 2227–60th Street, The Agave Luna Azul). (District #3)
b. Georgina Posada (6218–22nd Avenue, Banquet Hall Luminarias). (District #3)
c. TK Kenosha, LLC (Michael Roscioli, Agent, 7000–74th Place, Tilted Kilt). (District #16)
(L/P – Ayes 3, Noes 0) **HEARING Pgs. 114-119**

C.16. Approve application of Lucia Mondragon for a Yearly Public Entertainment License located at 6200–22nd Avenue (Billar La Oficina), with no adverse recommendations. (District #3) (L/P – Ayes 5, Noes 0) **HEARING Pg. 120**

D. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS

D.1. Conditional Use Permit for a multi-family residential development to be located east of 30th Avenue, north and south of 21st Street. (Sun Pointe Village) (District #4) (CP - Ayes 9, Noes 0) **PUBLIC HEARING Pgs. 121-142**

D.2. Conditional Use Permit for a 40,613 s.f. airport service hangar to be located at the Kenosha Regional Airport at 9900-52nd Street. (Stein's) (District #16) (CP - Ayes 8, Noes 0) **PUBLIC HEARING Pgs. 143-159**

D.3. Conditional Use Permit Amendment for a 70-unit apartment complex to be located at the southeast corner of 70th Avenue and 75th Place. (Sagewood Apartments) (District #14) (CP - Ayes 8, Noes 0) **PUBLIC HEARING Pgs. 160-173**

D.4. Request to Amend the Conditional Use Permit for Lowe's Home Improvement Store at 6500 Green Bay Road to allow for an outdoor display area. (Lowe's) (District #16) (CP - deny-Ayes 7, Noes 0) (Public hearing was held 2/17/14 and referred back to City Plan) **Pgs. 174-186**

D.5. Proposed Historical Artifact listing - Reuther Central High School Murals, 913-57th Street. (District #2) (Historic Preservation - Ayes 7, Noes 0) **PUBLIC HEARING Pgs. 187-192**

E. ORDINANCES 1st READING

F. ZONING ORDINANCES 1st READING

G. ORDINANCES 2nd READING

G.1. By Alderperson Steve G. Bostrom - To Repeal and Recreate Subsection 30.10 (Of the Code of General Ordinances) Regarding Ethics Complaints. (L/P – deny-Ayes 3, Noes 0; PW - Ayes 2, Noes 1, Abstains 1; PSW & Fin. - recommendations pending) **PUBLIC HEARING Pgs. 193-194**

G.2. By Alderperson Chris Schwartz - To Repeal and Recreate Subsection 10.075 E.1.a; To Repeal 10.075 E.1.b.; To Reletter Subsections 10.075 E.1.c.-d.; To Repeal and Recreate Subsections 10.075 E.2.a. and E.2.b.; To Reletter 10.075 E.2.a.-b.;To Create Subsection 10.075 E.2.a.; and To Repeal And Recreate Subsection 10.075 J. (of the Code of General Ordinances) Regarding Outdoor Area Restrictions. (L/P – Ayes 5, Noes 0) **PUBLIC HEARING Pgs. 195-200**

G.3. By Alderperson Chris Schwartz - To Repeal And Recreate Subsection 5.046 J.3.e.; To Reletter Subsections 5.046 J.3.f.-p.; And To Create Subsection 5.046 J.3.f. (Of The Code Of General Ordinances) Regarding Outdoor Dining Operational Regulations. (L/P – Ayes 5, Noes 0) **PUBLIC HEARING Pgs. 201-202**

G.4. By Alderperson Chris Schwartz - To Reletter Subsections 10.076 J.3.e.-o.; And To Create Subsections 10.076 J.3.e. And J.3.f. (Of The Code Of General Ordinances) Regarding Outdoor Cafe Operational Regulations. (L/P – Ayes 5, Noes 0) **PUBLIC HEARING Pgs. 203-204**

G.5. By the Mayor - To Repeal And Recreate Subsections 1.055 6.b. and 1.055 7.b. (Of The Code Of General Ordinances For The City Of Kenosha) Regarding Municipal Court Procedures (In Accordance With Wisconsin Statutes). (Fin. - Ayes 5, Noes 0) **PUBLIC HEARING Pgs. 205-206**

H. ZONING ORDINANCES 2nd READING

H.1. By the Mayor - Attachment and Zoning District Classification Ordinance (Under Section 66.0307, Wisconsin Statutes), City of Kenosha/Town of Somers State Approved Cooperative Plan for Parcels #80-4-222-301-0300, #80-4-222-302-0110, #80-4-222-302-0120 and #80-4-222-302-0130 at 11222, 11310, 11400 and 11410-38th Street. (KTR WIS III, LLC) (District #16) **PUBLIC HEARING Pgs. 207-217**

H.2. By the Mayor - to Rezone properties at 11222, 11310, 11400 and 11410 38th Street from A-2 Agricultural Land Holding District to M-2 Heavy Manufacturing District (in conformance with Section 10.02 of the Zoning Ordinance). (KTR WIS III, LLC) (District #16) (CP - Ayes 7, Noes 0) **PUBLIC HEARING Pgs. 218-225**

I. RESOLUTIONS

I.1. Resolution by the Mayor – Resolution Awarding the Sale of $5,520,000 Taxable General Obligation Promissory Notes, Series 2014A. (Fin. - recommendation pending) **Pgs. 226-238**

I.2. Resolution by the Mayor – Resolution Authorizing the Issuance and Sale of $4,300,000 Taxable General Obligation Promissory Notes, Series 2014B. (Fin. - recommendation pending) **Pgs. 239-251**

I.3. Resolution by the Committee on Public Works – Preliminary Resolution Declaring Intent to Levy Assessments for Hazardous Sidewalk and/or Driveway Approach Only for Project 14-1208 Sidewalk & Curb/Gutter Program. (All Districts) (PW – recommendation pending) **Pgs. 252-253**

I.4. Resolution By the Committee on Public Safety and Welfare - Resolution To Designate Both Sides of 85th Street from 25th Avenue to 30th Avenue as "No Parking Standing or Stopping 7:00 AM To 4:30 PM School Days. (District 13) (PSW – Ayes 4, Noes 0) **Pg. 254**

I.5. Resolution by Alderperson Kevin Mathewson; Co-Sponsors: Alderperson G. John Ruffolo, David Bogdala, Steve Bostrom – Resolution To Urge the City of Kenosha Police and Fire Commission to Hold a Hearing on the Recent Allegations Made Against the Fire Chief. (PSW – no recommendation) **Pgs. 255-256**

I.6. Resolution by the Mayor – Resolution to Amend the Official Map for the City of Kenosha, Wisconsin, to include the Attachment of various parcels (Parcel 80-4-222-301-0300, #80-4-222-302-0110, #80-4-222-302-0120 and #80-4-222-302-0130 located at 11222, 11310, 11400 and 11410 38th Street) in the Town of Somers, Kenosha County, Wisconsin, in accordance with the approved City of Kenosha/Town of Somers Cooperative Plan (under Section 66.0307 of the Wisconsin Statutes). (KTR WIS III, LLC) (District #16) (CP – Ayes 7, Noes 0) **PUBLIC HEARING Pgs. 257-260**

I.7. Resolution by the Mayor – Resolution To Support the Kenosha Commission On The Arts Awards Recognition Program. (Fin. - recommendation pending) **Pg. 261**

I.8. Resolution by the Mayor – Resolution To Approve a four-lot Certified Survey Map to be located at 3803 and 3809-7th Avenue. (Estes) (District #1) (CP – Ayes 8, Noes 0; PW – recommendation pending) **Pgs. 262-269**

J. APPOINTMENTS/REAPPOINTMENTS BY THE MAYOR

J.1. Appointment of Douglas W. Ball (1326-85th Street, Kenosha) to the Board of Review for a term which expires April 15, 2019. **Pg. 270**

J.2. Appointment of Philip Wattles (11102-4th Avenue, Pleasant Prairie) to the Mayor's Youth Commission for a term which expires November 1, 2015. **Pg. 271**

K. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

L. OTHER CONTRACTS AND AGREEMENTS

L.1. Permanent Storm Sewer and Detention Pond Easement & Agreement By and Between First Park Kenosha Owners' Assn, Inc. and the City of Kenosha, Wisconsin. (District #16) (SWU – recommendation pending) **Pgs. 272-278**

L.2. Stormwater Management Practices Maintenance Agreement for Stormwater Maintenance Facilities By and Between the City of Kenosha, Wisconsin and First Park Kenosha Owners' Assn, Inc. (District #16) (SWU – recommendation pending) **Pgs. 279-290**

L.3. Permanent Storm Sewer Easement and Agreement By and Between FR-Kenosha, LLC and the City of Kenosha. (District #16) (SWU – recommendation pending) **Pgs. 291-297**

L.4. Stormwater Management Practices Maintenance Agreement for Stormwater Maintenance Facilities between the City of Kenosha, Wisconsin and WAB Holdings 70, LLC. (District 14) (SWU – recommendation pending)

Pgs. 298-315

L.5. Permanent Storm Sewer and Detention Pond Easement & Agreement between WAB Holdings 70, LLC and the City of Kenosha, Wisconsin. (District 14) (SWU – recommendation pending) **Pgs. 316-325**

L.6. Development Agreement between the City of Kenosha and WAB Holdings 70, LLC regarding property at the southeast corner of 70th Avenue and 75th Place. (Sagewood Apartments) (District #14) (CP – Ayes 8, Noes 0; PW & SWU – recommendations pending) **Pgs. 326-380**

L.7. Amendment to the 2014 Home Program Description. (HOME Program - Ayes 5, Noes 0; Fin. - recommendation pending) **PUBLIC HEARING**
Pgs. 381-390

L.8. Community Housing Development Organization Agreement Through the HOME Investment Partnerships (HOME) Program By and Between the City of Kenosha, Wisconsin and Habitat for Humanity of Kenosha, Inc. (HOME Commission and Fin. - recommendations pending) **PUBLIC HEARING**
Pgs. 391-420

L.9. Clinical Affiliation Agreement for Health Occupations by and between the City (of Kenosha) and Gateway Technical College. (PSW - Ayes 4, Noes 0)
Pgs. 421-435

L.10. Lease By and Between the City of Kenosha (a Wisconsin Municipal Corporation) and Coins Sports Bar, Inc. (a Wisconsin Corporation). (District #7) (PW and Fin. - recommendations pending) **Pgs. 436-441**

L.11. Approve Lease Agreement between City of Kenosha, Wisconsin and Stein's Aircraft Services, LLC #4222. (Fin. - recommendation pending)
Pgs. 442-481

L.12. Agreement Respecting the Employment of School Crossing Guards By and Between The City of Kenosha, Wisconsin, A Wisconsin Municipal Corporation and Kenosha Unified School District, No. 1, A Wisconsin Common School District. (Fin. - recommendation pending) **Pgs. 482-487**

M. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

M.1. Request from Brad Lorenz to Refund Penalty Fees in the Total Amount of $699.12 for Permits Associated with a Raze at 8622-60th Street (Parcel #08-222-33-301-021). (District #16) (Fin. - recommendation pending)
HEARING Pgs. 488-497

M.2. Request from Sandra Sloan to Refund a Penalty Fee in the Amount of $720.00 for a Business Occupancy Permit for Concept Sales Midwest at 625-57th Street, Suite 300 (Parcel # 12-223-31-479-003). (District #2) (Fin. - recommendation pending) **HEARING Pgs. 498-508**

M.3. Disbursement Record #4 - $29,212,139.71. (Fin. - recommendation pending) **Pgs. 509-547**

M.4. Disbursement Record #5 - $6,475,854.26. (Fin. - recommendation pending) **Pgs. 548-579**

N. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

N.1. Acceptance of Project 12-1027 Epoxy Pavement Markings (Citywide Locations) which has been satisfactorily completed by Century Fence Company (Pewaukee, Wisconsin). The final amount of the contract is $65,500. (All Districts) (PW – recommendation pending) **Pg. 580**

O. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC SAFETY & WELFARE

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

P.1. Claim of Albert J. Lucci, Sr. (Fin. - recommendation pending) **CLOSED SESSION: The Common Council may go into Closed Session, pursuant to §19.85 (1)(g), Wisconsin Statutes, to confer with legal counsel regarding the claim. The Common Council will reconvene into open session.**

P.2. Claim of T. J. Howard. (Fin. - recommendation pending) **CLOSED SESSION: The Common Council may go into Closed Session, pursuant to §19.85 (1)(g), Wisconsin Statutes, to confer with legal counsel regarding the claim. The Common Council will reconvene into open session.**

P.3. Claim of Michael D Richardson II. (Fin. - recommendation pending) **CLOSED SESSION: The Common Council may go into Closed Session, pursuant to §19.85 (1)(g), Wisconsin Statutes, to confer with legal counsel regarding the claim. The Common Council will reconvene into open session.**

a. LEGISLATIVE REPORT
b. MAYOR'S COMMENTS
c. ALDERPERSONS' 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
KENOSHA MUNICIPAL BUILDING
COUNCIL CHAMBERS, ROOM 200
March 3, 2014

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

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

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

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

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

Mayor Bosman then read an oral referral to the Finance Committee: Initial resolution authorizing sale of taxable promissory notes for development grant to Kenall Manufacturing.

It was moved by Alderperson Michalski, seconded by Alderperson LaMacchia, to approve the minutes of the meeting held February 19, 2014.

Motion carried unanimously.

Two (2) Citizens spoke during Citizen's Comments: Virginia Hoekstra and Louis Rugani.

Mayor Bosman then read an oral referral: To stop further progress of the Fire Station #4 renovations pending review of the repairs necessary to ensure the safety of Fire Station #5.

A. REFERRALS
TO THE COMMITTEE ON FINANCE

A.1. Amendment to the 2014 HOME Program Description.

TO THE PARK COMMISSION

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

TO THE CITY PLAN COMMISSION

A.3. Conditional Use Permit for a multi-family residential development to be located east of 30th Avenue, north and south of 21st Street.

B. COMMUNICATIONS, PETITIONS, REPORTS OF DEPARTMENTS

B.1. It was moved by Alderperson Downing, seconded by Alderperson LaMacchia, to approve:

a.15 applications for an Operator's (Bartenders) licenses, per list on file in the office of the City Clerk.

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

c. 2 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 with Alderperson Wilson abstaining from B.1.c.

C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS

C.1. It was moved by Alderperson LaMacchia, seconded by Alderperson Kennedy to approve applications for new Operator's (Bartender's) licenses subject to 0 demerit points: a. Elizabeth Whitt, 10 demerit points: Melissa Chandler, 25 demerit points: Georgina Posada, 35 demerit points: Carol Monroy, 70 demerit points: Rachel Ortiz, 75 demerit points: Antonio Jaramillo.

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

C.2. It was moved by Alderperson Kennedy, seconded by Alderperson LaMacchia to approve applications for new Operator's (Bartender's) licenses subject to 80 demerit points:

a. Andrew Nuernberger, b. Shaun Becker.

A hearing was held. Andrew Nuernberger was present and spoke. On a voice vote, motion carried.

D. ORDINANCES 1ST READING

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

D.1. By Alderperson Steve G. Bostrom - To Repeal and Recreate Subsection 30.10 (Of the Code of General Ordinances) Regarding Ethics Complaints.

D.2. Ordinance by Alderperson Chris Schwartz - To Repeal and Recreate Subsection 10.075 E.1.a; To Repeal 10.075 E.1.b.; To Reletter Subsections 10.075 E.1.c.-d.; To Repeal and Recreate Subsections 10.075 E.2.a. and E.2.b.; To Reletter 10.075 E.2.a.-b.;To Create Subsection 10.075 E.2.a.; and To Repeal

And Recreate Subsection 10.075 J. (of the Code of General Ordinances) Regarding Outdoor Area Restrictions.
D.3. By Alderperson Chris Schwartz - To Repeal And Recreate Subsection 5.046 J.3.e.; To Reletter Subsections 5.046 J.3.f.-p.; And To Create Subsection 5.046 J.3.f. (Of The Code Of General Ordinances) Regarding Outdoor Dining Operational Regulations.
D.4. By Alderperson Chris Schwartz -To Reletter Subsections 10.076 J.3.e.-o.; And To Create Subsections 10.076 J.3.e. And J.3.f. (Of The Code Of General Ordinances) Regarding Outdoor Cafe Operational Regulations.
D.5. By the Mayor - To Repeal And Recreate Subsections 1.055 6.b. and 1.055 7.b. (Of The Code Of General Ordinances For The City Of Kenosha) Regarding Municipal Court Procedures (In Accordance With Wisconsin Statutes).
On a voice vote, motion carried.

E. ZONING ORDINANCES 1ST READING

It was moved by Alderperson Kennedy, seconded by Alderperson LaMacchia, to send the following ordinances on their way*:*
E.1. By the Mayor - Attachment and Zoning District Classification Ordinance (Under Section 66.0307, Wisconsin Statutes), City of Kenosha/Town of Somers State Approved Cooperative Plan for Parcels #80-4-222-301-0300, #80-4-222-302-0110, #80-4-222-302-0120 and #80-4-222-302-0130 at 11222, 11310, 11400 and 11410-38th Street.
E.2. By the Mayor - to Rezone properties at 11222, 11310, 11400 and 11410 38th Street from A-2 Agricultural Land Holding District to M-2 Heavy Manufacturing District (in conformance with Section 10.02 of the Zoning Ordinance).
On a voice vote, motion carried.

F. ORDINANCES 2ND READING

Full text of ordinances are on file in the office of the City Clerk.
F.1. It was moved by Alderperson Downing, seconded by Alderperson Mathewson, to adopt Ordinance 10-14.
A public hearing was held. No one spoke for or against said ordinance.
On roll call vote, motion carried unanimously and said ordinance was thereupon adopted:

Ordinance 10-14
By Alderperson Jesse Downing – To Repeal Subsection 10.03 D.5. (of the Code of General Ordinances for The City of Kenosha) Regarding Minimum Amount of Employees Employed on "Class A" Licensed Premises

F.2. It was moved by Alderperson Kennedy, seconded by Alderperson LaMacchia to adopt Ordinance 11-14.
A public hearing was held. No one spoke for or against said ordinance.
On roll call vote, motion carried unanimously and said ordinance was thereupon adopted:

Ordinance 11-14
By the Mayor - To Amend 1.03 A. (of the Code of General Ordinances for the City of Kenosha) regarding Order of Business by Renumbering No. 25 "Reports and Recommendations of Boards and Commissions" as No. 14 and Renumbering Items 14 through 24 as Items 15 through 25.

F.3. It was moved by Alderperson Kennedy, seconded by Alderperson LaMacchia to adopt Ordinance 12-14.
A public hearing was held. No one spoke for or against said ordinance.
On roll call vote, motion carried (13-1) with Alderperson Mathewson voting nay and said ordinance was thereupon adopted:

Ordinance 12-14
By the Mayor - To Repeal And Recreate Subsection 14.01 B.1.; To Repeal Subsection 14.01 B.5.; And To Renumber Subsection 14.01 B.6. To 14.01 B.5. (of the Code Of General Ordinances for The City Of Kenosha) Regarding Cat Licensing.

F.4. It was moved by Alderperson Mathewson, seconded by Alderperson LaMacchia to adopt Ordinance 13-14.
A public hearing was held. No one spoke for or against said ordinance.
On roll call vote, motion carried (13-1) with Alderperson Michalski voting nay and said ordinance was thereupon adopted:

Ordinance 13-14
By the Mayor – To Repeal And Recreate Subsection 11.02 A., To Repeal, Recreate, and Renumber 11.02 T. as Paragraph 11.02 T.1., and To Create Paragraph 11.02 T.2 (of the Code Of General Ordinances for the City of Kenosha) Regarding the Regulation of Bow and Arrow and Crossbow Hunting, and To Repeal and Recreate Subsection 11.06 D. (of the Code Of General Ordinances for the City Of Kenosha) Regarding Concealed Carrying Of Other Weapons Pursuant To A Valid License.

G. ZONING ORDINANCES 2ND READING

G.1. It was moved by Alderperson Downing, seconded by Alderperson LaMacchia to adopt Ordinance 14-14.

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

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

Ordinance 14-14

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

H. RESOLUTIONS

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

H.1. It was moved by Alderperson Gordon, seconded by Alderperson LaMacchia to approve Resolution 26-14.

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

Resolution 26-14

Resolution by the Finance Committee - Awarding the Sale of $4,910,000 General Obligation Refunding Bonds, Series 2014.

H.2. It was moved by Alderperson Gordon, seconded by Alderperson LaMacchia to approve Resolution 27-14.

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

Resolution 27-14

Resolution by the Finance Committee - Authorizing the Borrowing of Not to Exceed $5,520,000 to Finance Projects in Tax Incremental District No. 16; Providing for the Issuance of Taxable General Obligation Promissory Notes Therefor; and Levying a Tax in Connection Therewith.

H.3. It was moved by Alderperson LaMacchia, seconded by Alderperson Gordon to approve Resolutions 28-14 through 30-14.

A hearing was held. No one spoke.

On roll call vote, motion carried unanimously with Alderperson Bostrom voting to concur with the Finance Committee with the exception of those that pertain to Trustone Financial and said resolutions were thereupon approved Resolutions by the Finance Committee – To Levy Special Charges Upon Various Parcels of Property Located in the City per List on File in the Office of the City Clerk:

Resolution 28-14

Boarding and Securing - $1,858.93.

Resoltuion 29-14

Property Maintenance Reinspection Fees - $1,896.00.

Resolution 30-14

Zoning/Building Reinspection Fees - $1,390.00.

H.4. It was moved by Alderperson Bogdala, seconded by Alderperson LaMacchia to approve Resolution 31-14.

H.4.1. It was then moved by Alderperson Bogdala, seconded by Alderperson LaMacchia to open the item up to a public hearing.

On a voice vote, motion carried.

Lindsey Munsow and Holly Munsow spoke.

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

Resolution 31-14

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

I. APPOINTMENTS/ REAPPOINTMENTS BY THE MAYOR

J. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

K. OTHER CONTRACTS AND AGREEMENTS

It was moved by Alderperson Gordon, seconded by Alderperson Downing, to approve:

K.1. Easement with WE Energies through Red Arrow Park for Providing service to 1803-83rd Street.

K.2. Deed in Lieu of Foreclosure for property at 4202-45th Street - HELP Loan.

K.3. Development Grant Agreement (Tax Incremental District No. 8) between the City of Kenosha and Kenall Manufacturing Co.

On roll call vote, motion carried unanimously.

L. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

It was moved by Alderperson Gordon, seconded by Alderperson Downing, to approve:
L.1. Disbursement Record #3 - $9,332,897.55.
On roll call vote, motion carried unanimously.

M. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

It was moved by Alderperson Gordon, seconded by Alderperson Downing to approve Final Acceptance of:
M.1. Project 12-1420 Shagbark Park Trail Development (3900 Block of 39th Avenue, which has been satisfactorily completed) by Western Contractors, Inc. (New Berlin, Wisconsin) in the amount of $248,423.26.
M.2. Project 13-2002 Overpass Painting Phase III (1200 block Washington Road, 1300 block 50th Street and 1300-65th Street) which has been satisfactorily completed by Mill Coatings, Inc. (Suamico, Wisconsin) in the amount of $112,500.00.

On roll call vote, motion carried unanimously.

N. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC SAFETY & WELFARE

O. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS

O.1. It was moved by Alderperson Michalski, seconded by Alderperson Kennedy to deny Request to Amend the Conditional Use Permit for Lowe's Home Improvement Store at 6500 Green Bay Road to allow for an outdoor display area.
O.1.1. It was then moved by Alderperson Bogdala, seconded by Alderperson Prozanski to send the item back to the City Plan Commission.
On a voice vote, motion carried.
O.2. It was moved by Alderperson Kennedy, seconded by Alderperson LaMacchia to approve Conditional Use Permit for a 3,855 s.f. addition to Gateway Technical College - Student Life Center at 3520-30th Avenue.
A public hearing was held. No one spoke.
On roll call vote, motion carried unanimously.
O.3. It was moved by Alderperson Kennedy, seconded by Alderperson LaMacchia to approve Request to extend the Conditional Use Permit for a 1,949 s.f. restaurant with a drive-thru to be located at 8040 Sheridan Road (Taco Bell).
A public hearing was held. Greg Lautzenheiser of L&A Architects spoke.
On a voice vote, motion carried.

ADJOURNMENT

There being no further business to come before the Common Council, it was moved by Alderperson Michalski, seconded by Alderperson Gordon, to adjourn at 8:04 p.m.
On a voice vote, motion carried.

Approved:

KEITH G. BOSMAN
MAYOR

Attest:

DEBRA L. SALAS
CITY CLERK/TREASURER

B.1.	April 7 , 2014			NO ADVERSE	
a.			BARTENDERS		RENEWAL
	First Name	Last Name	Address	Business Name	
1	Abidhusen	Ajmeri	6941 Novak Rd – Racine, WI	Ayra's Liquor	No
2	Delisa	Armwood-Lenear	5802 20th Ave Lower		No
3	Connie	Arrowsmith	8450 82nd St #309	Brat Stop	No
4	Joseph	Avila	926 Sheridan Rd – Wintrhop Harbor, IL		No
5	Nicole	Beck	1414 59th St.	Bindelli's	No
6	Scott	Bucko	7800 88th Ave		No
7	Steven	Cima	5933 Pershing Blvd	Marina Shores	No
8	Jerry	Dandurand	4612 24th Ave	Freddie's Bar	No
9	Danielle	Dunasky	5624 Pershing Blvd	Tenuta's	No
10	Emily	Ebert	5232 41st Ave		No
11	Margaret	Eis	5307 73rd St	VFW Post 1865	No
12	Terri	Gorelik	1615 Grove Ave – Racine, WI	Piggly Wiggly	No
13	Loralei	Greco	4715 Harding Rd		No
14	Sarah	Hamlet	6228 35th Ave		No
15	Marci	Hansen	7602 29th Ave	Flints Inn	No
16	Sabrina	Harper	3215 100th St.	Uncle Mike's	No
17	Kristin	Heinen	4212 21st St – Racine, WI	Kwik Trip	No
18	Tammy	Heintz	6724 24th Ave	Piggly Wiggly	No
19	Alicia	Hollister-Lombard	821 48th St Lower	Rhode Center for the Arts	No
20	Paul	Liebhart	1534 Henry Pl. - Waukegan, IL	CVS	No
21	John	Livingston	3807 40th St #13	Woodman's	No
22	Mariah	Lopez	2104 85th St	Breakwater Bar & Grill	No
23	Nicole	Love	3421 88th Pl		No
24	Kishana	Martin	5215 64th Ave.	Kwik Trip	No
25	Elizabeth	McAlister	7111 24th Ave	CVS	No
26	Brian	McMillian	7015 61st Ave	Stein BP	No
27	Jordan	Nicoletti	6214 245th Ave		No
28	Anthony	Nichols	1912 29th St.	Wine Knot	No
29	Adam	Niedzwiecki	6407 30th Ave	Piggly Wiggly	No
30	Miralkumar	Patel	541 Dempster St Apt GN - Mt. Prospect, IL	Shyamaji Food & Fuel	No
31	Michelle	Poremba	6415 40th Ave	Piggly Wiggly	No
32	Jeremy	Redlin	3700 107th Ave		No
33	Alicia	Rojas	4420 19th Ave	Spanky's	No
34	Jennifer	Ruiz	7914 48th Ave	Piggly Wiggly	No
35	Raeana	Seitz	6915 26th Ave	El Sarape	No
36	Laura	Tibble	1703 16th Ave #12	Stan's Place	No
37	Lee	Villatoro	1912 85th St		No
38	Charles	Vite	7815 Pershing Blvd.		No
39	Destiny	Yildirim	5223 24th Ave #D		No
40	Michelle	York	1421 3rd St.	Rustic Road Brewery	No
	TOTAL =	40			
b.			TRANSFER OF AGENT		
	First Name	Last Name	Address	Business Name	
1	Sala	Musaitef	3913 Sheridan Rd	Swedish American Club	
	TOTAL =	1			
c.			SPECIAL CLASS "B"/ "Class B"		

	Event Date	Organization Name	Location of Event	Event	
1	04/12/14	Get Behind the Arts	5615 7th Ave	Preview Party	
2	04/12/14	Kenosha Chamber Choir	5900 7th Ave	KCC Presents Evening On Broadway	
3	04/18/14	Holy Rosary	4400 22nd Ave	Holy Rosary Fish Fry	
	TOTAL =	**3**			
d.			**TAXI DRIVERS**		
	First Name	**Last Name**	**Address**	**Business Name**	
1	David	Threlkeld	1509 54th St	Keno Cab	Yes
2	Daniel	Trelfa	2423 20th St.	My Way Cabs	No
	TOTAL =	**2**			

Planning & Zoning

Community Development

262.653.4030
262.653.4045 FAX
Room 308

Building Inspections

Property Maintenance

262.653.4263
262.653.4254 FAX
Room 100

DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS

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

Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

TO: Keith G. Bosman, Mayor
Members of City of Kenosha Common Council

FROM: Jeff Labahn, Director
Department of Community Development and Inspections

SUBJECT: 2014 Neighborhood Inspection Program Operating Plan

DATE: April 3, 2014

Attached please find the proposed Operating Plan for the City's 2014 Neighborhood Inspection Program. The Plan has been developed based on the input of City elected officials, City staff, and community residents. Our goal this year is to inspect approximately 1,250 properties in six (6) specific areas of the City.

Following the Common Council's approval of the Plan, department staff will begin informing the public about this year's program. We will be using a combination of public meetings, cable TV spots, press releases, and direct mailings to inform every property owner in the selected inspection areas about the program. In addition, information will be available on the City's website.

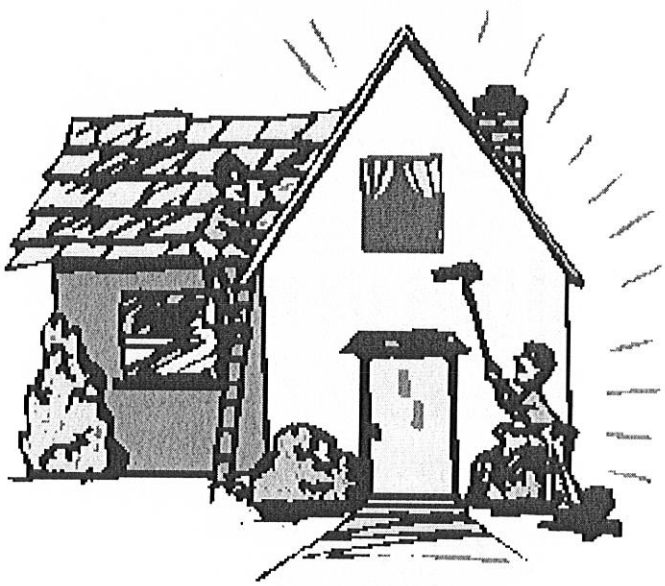
Your support of the 2014 Operating Plan is appreciated.

JBL:saz
Attachments

CITY OF KENOSHA

NEIGHBORHOOD INSPECTION PROGRAM

2014 OPERATING PLAN



DEPARTMENT OF COMMUNITY DEVELOPMENT AND INSPECTIONS

NEIGHBORHOOD INSPECTION PROGRAM

I. PROGRAM DESCRIPTION

Neighborhood Inspection Program is the name given to the City program under which City staff conduct systematic exterior building and site inspections of every property in designated areas of the City.

II. PROGRAM OBJECTIVE

The Neighborhood Inspection Program is a proactive approach to eliminating blighting influences and promoting an overall upgrading of property and neighborhood conditions in various areas of the City. The program inspections are based on the knowledge that systematic inspections are a longer lasting and more effective method of improving the housing stock and stabilizing property values than the traditional complaint-based inspections.

III. OPERATING PLAN

A) Purpose

This operating plan identifies the major program activities, as well as the specific inspection areas and the number of properties to be inspected. Also included is a schedule for implementing the program activities.

B) Schedule

January - February	Evaluate past inspection activities and review suggestions for 2014
February - March	Field survey suggested neighborhoods and/or properties
March	Prepare 2014 *Operating Plan*
March - April	Present 2014 *Operating Plan* to the Public Safety and Welfare Committee and the Common Council
April	Notify all affected property owners of the public meetings that will be held to explain the program
April - May	Conduct a minimum of two (2) public meetings to explain the Neighborhood Inspection Program and the City's Property Maintenance standards
April - May	Meet with local landlord organization to apprise them of the neighborhoods involved and the City's maintenance standards
May - October	Conduct the property inspections using a standard inspection checklist (Attachment 1); and, secure property compliance
Sept.-Dec.	Begin assembling requests and information for year 2015 program
July-December	Close out complied cases and extend open cases in accordance with Department policy

C) Inspection Areas

The Department of Community Development and Inspections has identified six (6) areas that would benefit from the systematic inspection services. These areas were selected after surveying all the areas recommended to the Department by area residents, elected officials, and City staff. The 2014 *Neighborhood Inspection Program* maps (Attachment 2) show all the areas included in the 2014 program. The Department is proposing to inspect approximately 1,250 properties this year.

D) Public Information and Education

The Department makes an ongoing effort to educate the public about the Neighborhood Inspection Program and the City's property maintenance standards. The goal is to inform the public and motivate property owners to voluntarily maintain their properties, thereby reducing the need for complaint-based inspections. The Department uses the following mediums to inform the public about the City's code enforcement efforts:

1. Homeowners. The Department publicizes and conducts several public meetings each spring to explain the Neighborhood Inspection Program. Every affected property owner is notified in writing of the meeting and the upcoming inspection activities. During the meetings, staff explains the program, the code enforcement process, and property maintenance requirements. Each attendee is also given a copy of the inspection checklist used by the inspectors.

2. Landlord Groups. The Department also meets every year with local landlord groups to inform them why the inspections are being made, where staff will be making their inspections, and to explain the City's property maintenance standards.

3. Written Materials. The Department has brochures and other written materials that explain property maintenance standards and the code enforcement process. These materials are given to every property owner who receives an *Order to Repair* and are available to anyone who wants information on the City's property maintenance programs.

4. City Web Page. The Department maintains an up-to-date summary of all inspection activities and procedures. Interested citizens can access the City of Kenosha's Home Page on the Internet for information on all City code enforcement activities. The City's website address is www.kenosha.org.

TARGETED/2014/op14

Department of Community Development and Inspections
Exterior Inspection Checklist

☐ Exterior walls

- Paint not chipped and peeling
- Walls weathertight and in good repair

☐ Street Numbers (Address)

- Numbers 2½" high
- Numbers placed conspicuously at front of building/can be seen from street

☐ Roof/Chimney

- Roof shingles in good repair - weathertight, watertight, and rodentproof
- Chimney mortar in good repair

☐ Exterior Eaves/Trim

- Wood not rotted; is weathertight, watertight, and rodentproof
- Paint not chipped and peeling

☐ Porches/Decks/Jump Platforms

- Safe and capable of supporting the load that normal use may cause to be placed thereon
- In proper repair and condition

☐ Stairs/Rails

- Have uniform risers and treads
- Handrails on all open sides of steps that have more than three (3) risers
- Guardrails required at decks more than 24" above grade
- Guardrails and handrails shall be installed in accordance with the *Building Code*

☐ Doors

- Weathertight, watertight, rodentproof, and in proper repair
- Hardware in working condition

☐ Windows, Storms, and Screens

- Weathertight
- No broken glass
- Screens fit tight and have no tears/rips (Screens required for ventilation to be installed annually before April 15, and storms to be installed before November 15.)

☐ Exterior Lighting

- Electrical fixtures in good repair and safe to the public

☐ Garbage/Trash Containers

- One- and two-family dwellings - occupants must supply
- Three- and four-family dwellings - owner must supply
- More than four units, owner must supply a sufficient number of dumpsters on a hard-paved surface

☐ Paint

- All exterior surfaces not inherently resistant to deterioration are painted (scraped and primed where peeling) or otherwise covered with a protective coating

☐ Gutters/Downspouts

- Gutters, downspouts, and extensions provided and in good repair
- Painted if they have chipped and peeling paint or are rusted

☐ Foundation

- In good repair
- Tuckpointed where needed
- Weathertight, watertight, and rodentproof
- Level and plumb position

☐ Exits

- Three or more units - each unit must have two exits
- Shall meet building code requirements in effect at the time the dwelling was built
- All exits accessible

☐ Garages/Fences/Sheds

- Garages and sheds in good repair and condition
- Roofs, walls, doors, and windows watertight and rodentproof
- No chipped or peeling paint
- Fence secure and in good condition

☐ Paved Areas/Parking Areas

- Safe with no potholes

☐ Landscaping/Grass/Weeds

- Landscaping installed and maintained in all yard areas
- Grass does not exceed eight inches (8")
- Weeds must be removed

☐ Yard Areas

- Free of rubbish, garbage, physical hazards, rodent harborage, animal feces, junk, and debris

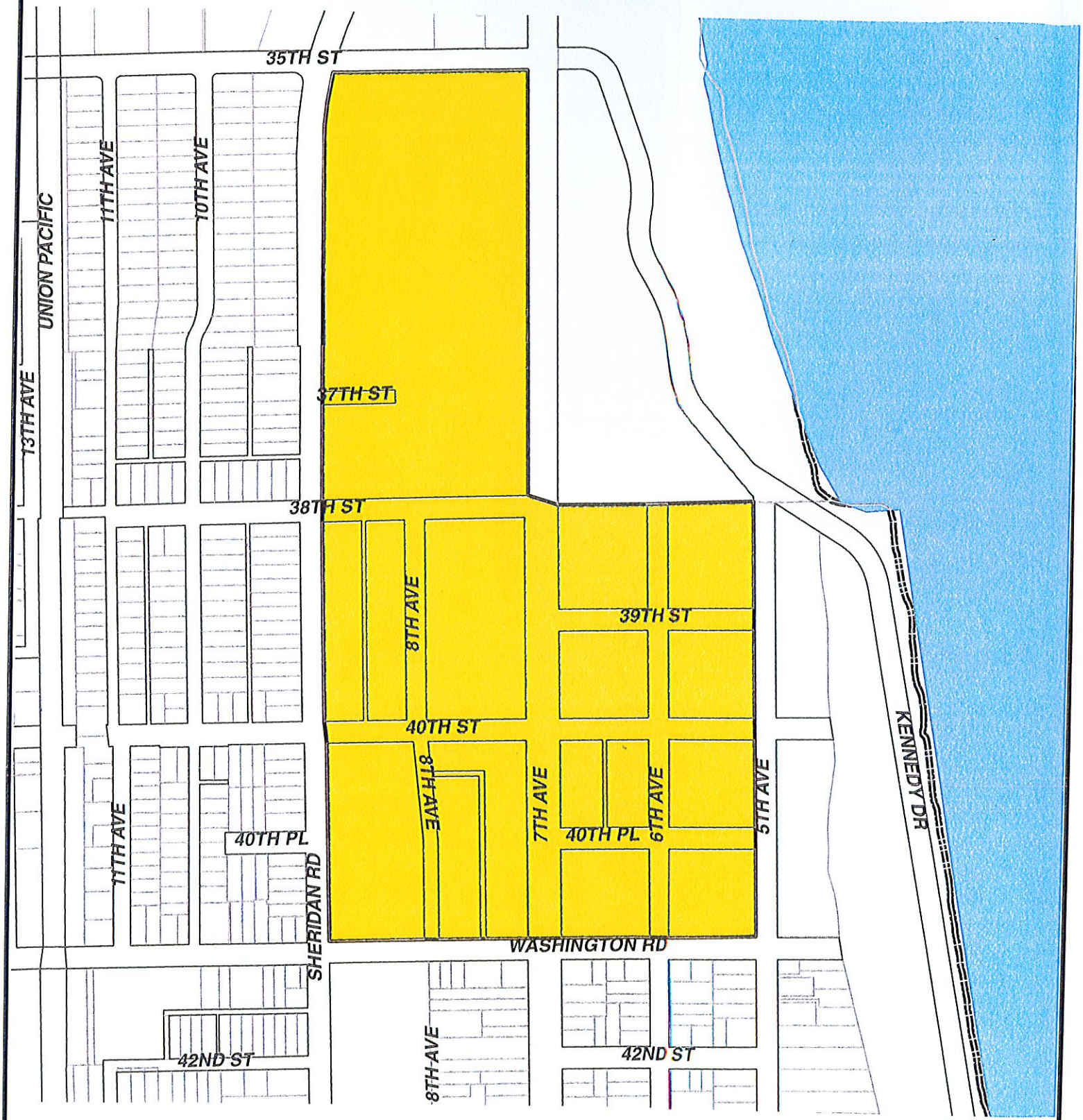
☐ Graffiti

- Graffiti shall be removed from all real property (any building, structure, shed, fence, deck or other improvements) in a reasonable period of time.

City of Kenosha

Attachment 2

2014 Neighborhood Inspection Program



Inspection Area #1

DCDI - PLANNING & ZONING DIVISION - JBL - RPS - MARCH 27, 2014 - MC

0 400 Feet

City of Kenosha

2014 Neighborhood Inspection Program

Inspection Area #2

DCDI ~ PLANNING & ZONING DIVISION ~ JBL ~ RPS ~ MARCH 27, 2014 ~ MC

City of Kenosha

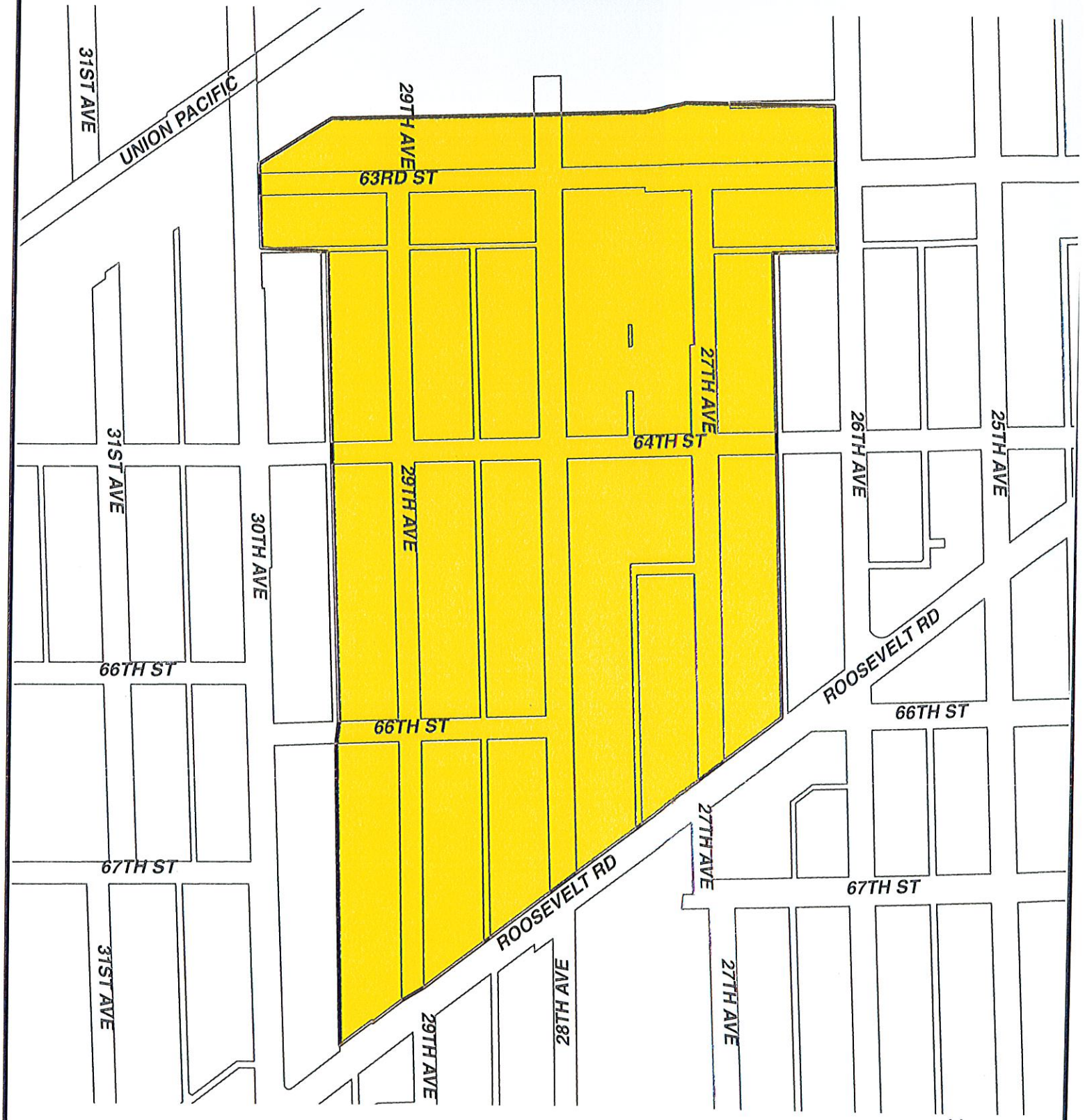
2014 Neighborhood Inspection Program

Inspection Area #3

DCDI ~ PLANNING & ZONING DIVISION ~ JBL ~ RPS ~ MARCH 27, 2014 ~ MC

City of Kenosha

2014 Neighborhood Inspection Program



Inspection Area #4

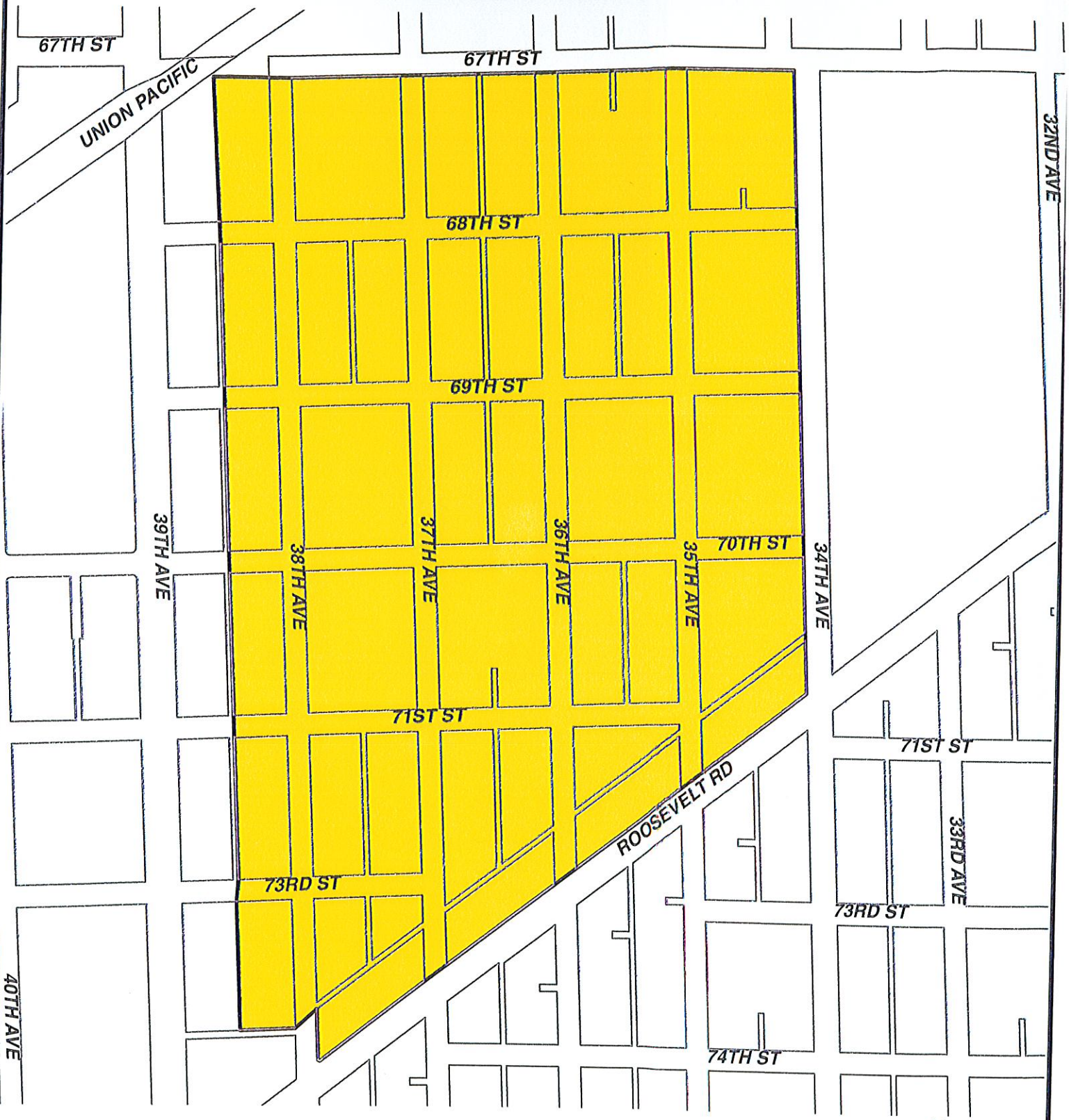
N
W E
S

0 300 Feet

DCDI ~ PLANNING & ZONING DIVISION ~ JBL ~ RPS ~ MARCH 21, 2014 ~ MC

City of Kenosha

2014 Neighborhood Inspection Program



Inspection Area #5

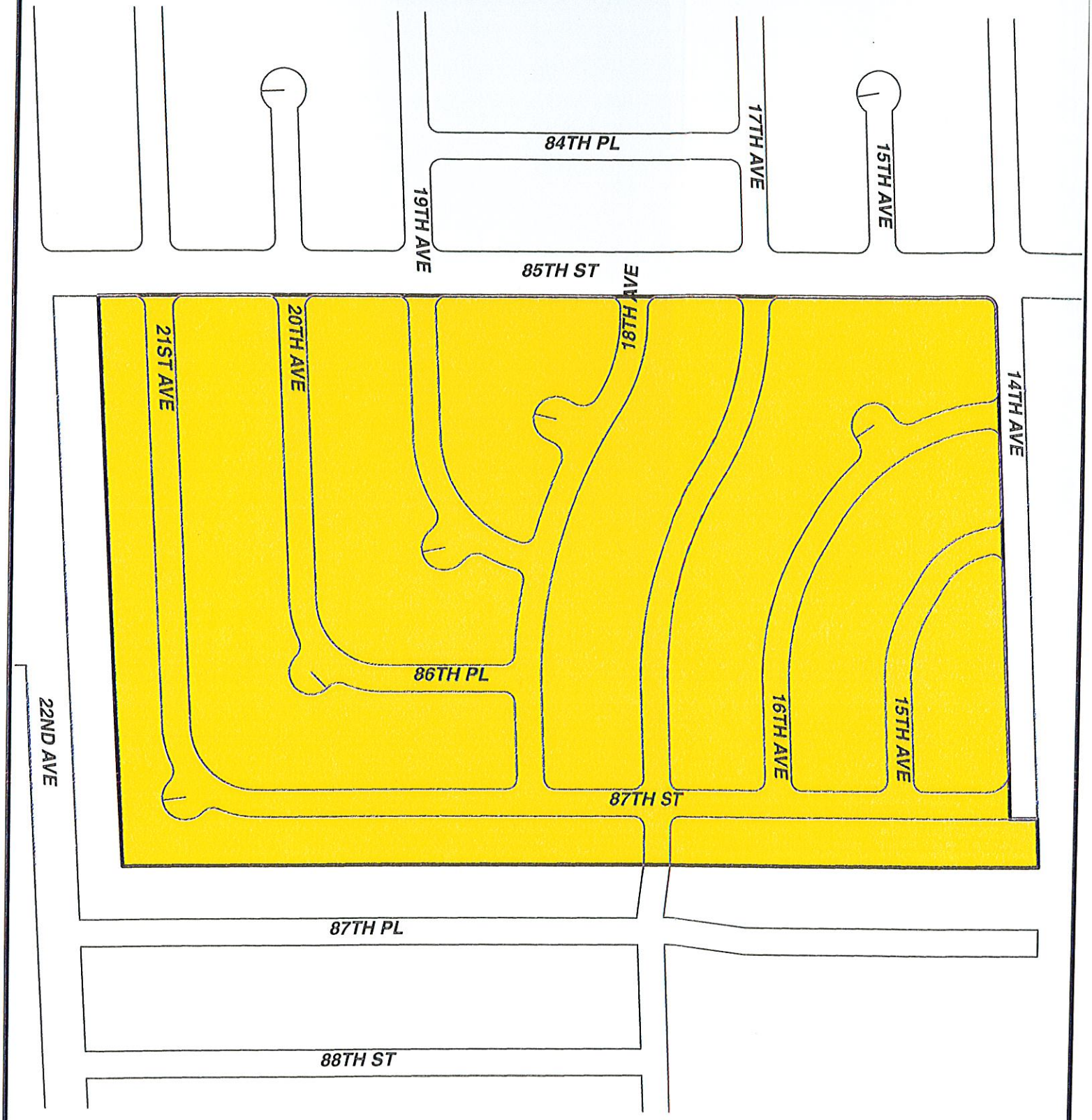
N
W E
S

0 300 Feet

DCDI ~ PLANNING & ZONING DIVISION ~ JBL ~ RPS ~ MARCH 27, 2014 ~ MC

City of Kenosha

2014 Neighborhood Inspection Program



Inspection Area #6

N
W E
S

0 300 Feet

DCDI ~ PLANNING & ZONING DIVISION ~ JBL ~ RPS ~ MARCH 27, 2014 ~ MC

C 1a

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
2/24/2014	Alisha Neely		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N141068	6525-44th Avenue	Lotus Sports Bar	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
*APPLICANT LISTED SHE RECEIVED AN UNDERAGE DRINKING TICKET IN ILLINOIS.			Yes	20

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

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION

[X] **GRANT,** Subject to [20] Demerit Points

[ ] **DENY,** based on material police record (substantially related to the license activity)

[ ] **DEFER or GRANT subject to** Non-Renewal Revocation due to False Application

C.1.

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
2/28/2014	Ryan Zolper		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N141079	7931-112th Ave,Pl.Prairie,WI	Not Listed	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
5/19/2013	OPERATING WHILE SUSPENDED	GUILTY	Y	10
5/19/2013	DRUG/PARAPHERNALIA SELL/P	GUILTY	Y	10

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

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION

[X] **GRANT,** Subject to [20] Demerit Points

[ ] **DENY,** based on material police record (substantially related to the license activity)

[ ] **DEFER or GRANT subject to** Non-Renewal Revocation due to False Application

C1C

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
2/25/2014	Rachel Gauss		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N141073	7930-28th Ave	Chili's Bar & Grill	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
6/13/2011	IN PARK AFTER HOURS	GUILTY	N	10

CITY ATTORNEY'S RECOMMENDATION	
Offense Demerit Points	10
Were all offenses listed on the application?	No = 20
TOTAL DEMERIT POINTS	30

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION

[X] **GRANT,** Subject to [30] Demerit Points

[ ] **DENY,** based on material police record (substantially related to the license activity)

[ ] **DEFER or GRANT subject to** Non-Renewal Revocation due to False Application

C 1d

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
2/27/2014	Sean Bringsosen		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N141075	7195-184th Ave	Not Listed	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
11/19/2011	BLOOD ALCOHOL CONTENT	GUILTY	Y	
11/19/2011	OPERATING WHILE INTOXICATED	GUILTY	Y	50

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

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION

[X] **GRANT**, Subject to [50] Demerit Points

[ ] **DENY**, based on material police record (substantially related to the license activity)

[ ] **DEFER or GRANT subject to** Non-Renewal Revocation due to False Application

C1e

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
2/11/2014	Alexandra Shwaiko		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N141061	2006-42nd Street	Ruffalo's II	3931-45th Street

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
2/9/2014	DRUG/POSSESS SYN – 2 counts Arrest 2/9/14 961.41 (3g)(b)	DISPO PENDING	N	40

CITY ATTORNEY'S RECOMMENDATION	
Offense Demerit Points	40
Were all offenses listed on the application?	No=20
TOTAL DEMERIT POINTS	60

CITY ATTORNEY'S COMMENTS

Sent to D. A. for Criminal Complaint initial appearance scheduled

FINAL RECOMMENDATION

[x] **GRANT**, Subject to [60] Demerit Points

[ ] **DENY**, based on material police record (substantially related to the license activity)

[ ] **DEFER or GRANT subject to** Non-Renewal Revocation due to False Application

C2a

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
2/28/2014	Vincent Frederick		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N141077	6313-29th Avenue	Club Benes	2827-63rd Street

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
11/21/2009	DC/DOMESTIC ABUSE	DISMISSED		0

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	0	
Were all offenses listed on the application?		
TOTAL DEMERIT POINTS	0	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION

[X] **GRANT**, Subject to [0] Demerit Points

[ ] **DENY**, based on material police record (substantially related to the license activity)

[ ] **DEFER or GRANT subject to** Non-Renewal Revocation due to False Application

C2b

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
3/3/2014	Rita Walters		Valid
License Number	Address of Applicant	Business (Where license is to be used)	Business Address
N141082	7028-30th Avenue	Brat Stop	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
11/24/2009	LICENSE NOT ON PERSON	GUILTY	N	N/A

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	0	
Were all offenses listed on the application?	Y	
TOTAL DEMERIT POINTS	0	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION

[X] **GRANT**, Subject to [0] Demerit Points

[ ] **DENY**, based on material police record (substantially related to the license activity)

[ ] **DEFER or GRANT subject to** Non-Renewal Revocation due to False Application

C2c

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant Date of Birth	Driver License Status
3/6/2014	Mukam Murat		Valid
License Number	Address of Applicant	Business (Where license is to be used)	Business Address
N141085	4927-34th Avenue	America Liquor	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
5/22/2010	OPERATING W/O LICENSE	GUILTY	N	5

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	5	
Were all offenses listed on the application?	N = 20	
TOTAL DEMERIT POINTS	25	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION

[X] **GRANT**, Subject to [25] Demerit Points

[ ] **DENY**, based on material police record (substantially related to the license activity)

[ ] **DEFER or GRANT subject to** Non-Renewal Revocation due to False Application

NEW BARTENDER License

C 2d

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
2/28/2014	Robert Menarik		Valid Illinois
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N141076	3902 Washington Rd, #102	Not Listed	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
10/30/2010	LIQUOR, POSSESSION BY UNDERAGE 1206814	GUILTY	N	20

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	20	
Were all offenses listed on the application?	N = 20	
TOTAL DEMERIT POINTS	40	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION

[X] **GRANT,** Subject to [40] Demerit Points

[ ] **DENY,** based on material police record (substantially related to the license activity)

[ ] **DEFER or GRANT subject to** Non-Renewal Revocation due to False Application

NEW BARTENDER License

C2e

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
3/3/2014	Matthew Boylan		Valid Illinois DL
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N141083	2406 Washington Road	Stan's Place	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
4/15/2011	LIQUOR, POSSESSION BY UNDERAGE N1271207	GUILTY	N	20

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	20	
Were all offenses listed on the application?	N = 20	
TOTAL DEMERIT POINTS	40	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION

[X] **GRANT,** Subject to [40] Demerit Points

[ ] **DENY,** based on material police record (substantially related to the license activity)

[ ] **DEFER or GRANT subject to** Non-Renewal Revocation due to False Application

NEW BARTENDER License

C2f

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
3/11/2014	Robert Mitchell		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N141113	6323-46th Avenue	Rustic Road Brewery	510-56th Street

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
4/19/2009	LIQUOR, SELL TO MINOR 1108972	GUILTY	N	25

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	25	
Were all offenses listed on the application?	N = 20	
TOTAL DEMERIT POINTS	45	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION

[X] **GRANT**, Subject to [45] Demerit Points

[ ] **DENY**, based on material police record (substantially related to the license activity)

[ ] **DEFER or GRANT subject to** Non-Renewal Revocation due to False Application

NEW BARTENDER License

C2g

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
3/14/2014	Jamie Schafer		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N141102	7728-36th Ave	Not Listed	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
7/16/2010	LIQUOR, MINOR LOITER IN TAVERN	GUILTY	Y	15
7/16/2010	LIQUOR, MINOR MISREP AGE 1197658	GUILTY	Y	50

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	65	
Were all offenses listed on the application?	Y	
TOTAL DEMERIT POINTS	65	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION

[X] **GRANT**, Subject to [65] Demerit Points

[ ] **DENY**, based on material police record (substantially related to the license activity)

[ ] **DEFER or GRANT subject to** Non-Renewal Revocation due to False Application

NEW BARTENDER License

C 2L

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
3/14/2014	Maribel Castro Ramos		Valid
License Number	Address of Applicant	Business (Where license is to be used)	Business Address
N141104	6513-20th Ave, Lower	Not Listed	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
5/22/2009	OPERATING W/O LICENSE (2ND W/IN 3 YRS)	GUILTY	N	5
4/22/2011	OPERATING W/O LICENSE (2ND W/IN 3 YRS)	GUILTY	N	5
5/9/2011	OPERATING W/O LICENSE (2ND W/IN 3 YRS)	GUILTY	N	10
6/27/2012	OPERATING W/O LICENSE 3RD W/IN 3 YRS)	GUILTY	N	5
12/1/2012	OPERATING W/O LICENSE (3RD W/IN 3 YRS)	GUILTY	N	10
7/17/2013	OPERATING W/O LICENSE	GUILTY	N	10

CITY ATTORNEY'S RECOMMENDATION	
Offense Demerit Points	45
Were all offenses listed on the application?	N = 20
TOTAL DEMERIT POINTS	65

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION

[X] **GRANT,** Subject to [65] Demerit Points

[ ] **DENY,** based on material police record (substantially related to the license activity)

[ ] **DEFER or GRANT subject to** Non-Renewal Revocation due to False Application

C2i

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
3/11/2014	Ryan Nelson		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N141098	4211-21st Avenue	Not Listed	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
2/22/2011	OPERATING WHILE SUSPENDED	GUILTY	N	10
8/22/2012	LICENSE NOT ON PERSON	GUILTY	N	0
8/23/2012	LICENSE NOT ON PERSON	GUILTY	N	0
10/30/2010	LIQUOR, SELL TO MINOR 1111855	GUILTY	N	25
2/28/2014	DC/PERSON	DISPO PENDING	Y	10

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	45	
Were all offenses listed on the application?	N = 20	
TOTAL DEMERIT POINTS	65	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION

[X] **GRANT**, Subject to [65] Demerit Points

[ ] **DENY**, based on material police record (substantially related to the license activity)

[ ] **DEFER or GRANT subject to** Non-Renewal Revocation due to False Application

C 3a

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
2/6/2014	Tamara Nickel		Valid
License Number	Address of Applicant	Business (Where license is to be used)	Business Address
N141047	3421-122nd St,Pl.Prairie, 53158	Cabin Fever	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
6/25/2011	OPERATING WHILE INTOXICATED IN CONSTRUCTION ZONE	GUILTY	Y	50
6/25/2011	LICENSE NOT ON PERSON IN CONSTRUCTION ZONE	GUILTY	Y	0
4/19/2010	DC/ANNOYING PHONE CALLS 2010CM569	GUILTY	Y	20
1/5/2011	BATTERY 2011CM39	GUILTY	N	20

CITY ATTORNEY'S RECOMMENDATION	
Offense Demerit Points	90
Were all offenses listed on the application?	N=20
TOTAL DEMERIT POINTS	110

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION

[ ] **GRANT,** Subject to [ ] Demerit Points

[X] **DENY, based on material police record & False Application**

[ ] **DEFER or GRANT subject to** Non-Renewal Revocation due to False Application

Have Fee

C3a

OPERATOR'S (BARTENDER) LICENSE

Type: 217 Fee: $75.00

FILED 2/6/14
INITIALS [illegible]
ADVERSE/NO ADV
LP
CC

☐ Beverage Course Completed
☐ **HOLD** for Beverage Course

License # N141047
Provisional Issued: yes no

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

Last Name: Nickel First Name: Tamara MI: A
(NOTE: Name must appear exactly as it appears on driver's license or state ID)

Date of Birth: Gender: female Phone: (262) 496-3913

Home Address: 3421 122st pleasant prarie WI 53158
CITY STATE ZIP

Email: tamn89@gmail.com
(correspondence will be via email if address is given)

Driver's License or State ID Number STATE NUMBER

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

ANSWER THE FOLLOWING QUESTIONS TRULY AND COMPLETELY:

1. Have you, as an adult, ever been convicted of a major crime (felony), minor crime (misdemeanor), or of violating a municipal or county ordinance in Wisconsin, or in any other State; or do you have a charge pending at this time? ☑ Yes ☐ No
   If yes, state: charge, year, result
   Dui in 2011, Disorderly Conduct do not beive have any more but do not have record infront of me! None pending Do have pleasant prarie license! Im sorry!

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

-OVER-

C 3a

3. Have you ever had your driver's license suspended or revoked in Wisconsin or in any other State?
☑ Yes ☐ No **If yes, explain:**
In Wisconsin in 2011 for DUI

4. Have you received any traffic citations in Wisconsin or in any other State within the past five (5) years; or do you have any such citations pending? ☑ Yes ☐ No
If yes, state: charge, year, result
Speeding tickets none pending
result fines
dates 2013, and 4 others maybe 5 not sure of exact dates

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

6. List the name and address of all employers for which you have worked and/or businesses you have operated in the past five (5) years:
Uncle Mikes, Bons place, Super Valu, Charcoal Grill

7. List all addresses at which you have lived in the past five (5) years:
910 Washington Road 3500 13 ave
3421 12 st

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

Applicant's Signature: Yamala Nicko Date: 2/6/14

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

NEW BARTENDER License

C3b

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
1/15/2014	Jeremie Berry		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N141008	2404-73rd Street	Not Listed	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
*APPLICANT LISTED A 1998 FELONY CHARGE OF POSSESSION IN ILLINOIS			Y	100
6/21/2009	OPERATING W/O LICENSE	GUILTY	Y	5
8/14/2010	DC/PERSON	GUILTY	N	10
9/9/2012	DC/DOM ABUSE	GUILTY	N	10
7/31/2010	OPERATING W/O LICENSE 2ND 2010CT659	MISD-GUILTY	N	20

CITY ATTORNEY'S RECOMMENDATION	
Offense Demerit Points	145
Were all offenses listed on the application?	N=20
TOTAL DEMERIT POINTS	165

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION

[ ] GRANT, Subject to [ ] Demerit Points

[X] DENY, based on material police record & False Application

[ ] DEFER

C3b

E-MAILED JAN 15 REC'D

FILED 1-15-14
INITIALS TAD
ADVERSE/NO ADV
LP
CC

OPERATOR'S (BARTENDER) LICENSE

Type: 217 Fee: $75.00

☑ Beverage Course Completed
☐ HOLD for Beverage Course

License # N141008
Provisional Issued: yes no

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

Last Name: BERRY First Name: JEREMIE MI: S
(NOTE: Name must appear exactly as it appears on driver's license or state ID)

Date of Birth: Gender: M Phone: (262) 764-3071

Home Address: 2404 73RD ST KENOSHA WI 53143
CITY STATE ZIP

Email: ESKOIS7@YAHOO.COM
(correspondence will be via email if address is given)

Driver's License or State ID Number
STATE NUMBER

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

ANSWER THE FOLLOWING QUESTIONS TRULY AND COMPLETELY:

1. Have you, as an adult, ever been convicted of a major crime (felony), minor crime (misdemeanor), or of violating a municipal or county ordinance in Wisconsin, or in any other State; or do you have a charge pending at this time? ☑ Yes ☐ No
If yes, state: charge, year, result
H.C. POSSESION 1998 FELONY

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

-OVER-

C3b

3. Have you ever had your driver's license suspended or revoked in Wisconsin or in any other State?
☑ Yes ☐ No If yes, explain:
DRIVING while REVOKED IN IL

4. Have you received any traffic citations in Wisconsin or in any other State within the past five (5) years; or do you have any such citations pending? ☑ Yes ☐ No
If yes, state: charge, year, result
DRIVING ~~[illegible]~~ / while SUSPENDED
2010 TICKET
PAID

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

6. List the name and address of all employers for which you have worked and/or businesses you have operated in the past five (5) years:
VFW POST 1865 KENOSHA WI

7. List all addresses at which you have lived in the past five (5) years:
2404 73RD STREET KENOSHA WI
4131 DOUGLAS DR. ZION IL

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

Applicant's Signature: Susan Berg Date: 1/15/14

have received a copy of the NOTICE pertaining to LICENSE/PERMIT APPLICATIONS from the City Clerk's Office JB
(Applicant's Initials)

C3b

STATE OF ILLINOIS)
) S GENERAL NO. 00 CF 1542
COUNTY OF LAKE)

OF THE APRIL, 2000 TERM OF THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT COURT OF THE COUNTY OF LAKE IN THE STATE OF ILLINOIS

Count 1. That the Grand Jurors chosen, selected and sworn, in and for the County of Lake, in the State of Illinois, having been duly recalled, in the name and by authority of the People of the State of Illinois, upon their oaths present that **JEREMY BERRY, DOB:** ..... hereinafter called the defendant, on or about May 24, 2000, in the County of Lake and State of Illinois, committed the offense of **UNLAWFUL POSSESSION OF CONTROLLED SUBSTANCE WITH INTENT TO DELIVER**, in that the said defendant knowingly and unlawfully possessed with intent to deliver more than 1 gram but less than 5 grams of a substance containing a controlled substance, cocaine, other than as authorized in the Controlled Substances Act, in violation of 720 ILCS 570/401(c)(2) contrary to the form of the Statutes in such case made and provided, and against the peace and dignity of the People of the State of Illinois.

FILED

2 1 2000

CIRCUIT CLERK

-COPY-LAKE COUNTY CIRCUIT CLERK-COPY-

C3b

Count 2. That the Grand Jurors chosen, selected and sworn, in and for the County of Lake, in the State of Illinois, having been duly recalled, in the name and by authority of the People of the State of Illinois, upon their oaths present that **JEREMY BERRY, DOB:** , hereinafter called the defendant, on or about May 24, 2000, in the County of Lake and State of Illinois, committed the offense of **UNLAWFUL POSSESSION OF CONTROLLED SUBSTANCE**, in that the said defendant knowingly and unlawfully possessed less than 15 grams of a substance containing a controlled substance, cocaine, other than as authorized in the Controlled Substances Act, in violation of 720 ILCS 570/402(c) contrary to the form of the Statutes in such case made and provided, and against the peace and dignity of the People of the State of Illinois.

A TRUE BILL

FOREPERSON

-COPY-LAKE COUNTY CIRCUIT CLERK-COPY-

C 3b

GENERAL NO. 00 CF 1542

WITNESSES

CIRCUIT COURT OF LAKE COUNTY

SCHLETZ/WAUKEGAN

APRIL, 2000 TERM

THE PEOPLE OF THE STATE
OF ILLINOIS

vs.

JEREMY BERRY, DOB:

INDICTMENT FOR
CT. 1, UPCSWID, CLASS 1
CT. 2, UPCS, CLASS 4

A TRUE BILL

FOREPERSON OF THE GRAND JURY

FILED _____, 2000

CLERK OF THE COURT

BAIL – $ 10,000.00

MICHAEL J. WALLER

LAKE COUNTY STATE'S ATTORNEY

CERTIFICATION

COPY–LAKE COUNTY CIRCUIT CLERK–COPY

STATE OF ILLINOIS }
COUNTY OF LAKE } ss.

C30

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
LAKE COUNTY, ILLINOIS

People

vs.

Jeremy Berry

FEB 06 2001

Gen. No. 00CF1542

ORDER

By agreement of the parties, the defendant's probation order is modified as follows:

1. defendant shall serve 90 days work release
2. defendant shall pay an additional $1000 fine
3. all of the public service is stricken.

The petition for revocation filed on 12/01 is withdrawn. Defendant continued on probation all previous conditions remain in effect

Dated at Waukegan, Illinois this 6 day of Feb, 2001.

ENTER:

Judge

ORDER PREPARED BY: Amy Master Fabe, ASA
(Please Print Name and Address)

COPY–LAKE COUNTY CIRCUIT CLERK COPY

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

C36

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT,
LAKE COUNTY, ILLINOIS

PEOPLE OF THE STATE OF ILLINOIS

vs.

Jerome Ford

General No. 0[illegible]

☐ ORDER AND CERTIFICATE [illegible] PROBATION/☐ INTENSIVE SUPERVISION/
☐ CONDITIONAL DISCHARGE

This cause coming on for sentencing. The defendant being present in person and represented by counsel. The defendant having been convicted of UPCS w/ID a Class 1 Felony.

The court, after conducting a hearing pursuant to 730 ILCS/5-4-1 or having accepted a negotiated plea, and after considering the factors enumerated in 5/5-3-1 and 5/5-3-2 and the nature and circumstances of the offense and the history, character and condition of the offender, ORDERS:

The defendant is sentenced to a term of 24 months probation/conditional discharge. The conditions of which are that the defendant shall:

- ☒ 1. Not violate any criminal statute of any jurisdiction;
- ☒ 2. Appear in person before the Lake County Division of Court services and report as it directs.
- ☒ 3. Refrain from possessing a firearm or other dangerous weapon;
- ☒ 4. Not leave the State without the consent of the court or, in circumstances in which the reason for the absence is of such an emergency nature that prior consent by the court is not possible, without the prior notification and approval of the person's probation officer;
- ☒ 5. Permit the probation officer to visit him/her at his/her home or elsewhere to the extent necessary to discharge his/her duties;
- ☐ 6. The defendant is sentenced to a determinate term of _____ days in the custody of the County Sheriff. ☐ No good time shall be awarded as injury resulted from offense;
- ☐ 7. The defendant shall serve a term of periodic imprisonment and follow all rules of periodic imprisonment;
  - a. for a period of _____ months;
  - b. to be confined for twenty-four (24) hours each day, seven (7) days each week;
  - c. the defendant shall be released for _____
- ☒ 8. Pay a fine of $ 0.00 and court costs of $ TBD through the Office of the Clerk of the Circuit Court by _____ at a rate of not less than _____ per month;
- ☐ 9. Pay child support through the Clerk of the Circuit Court at a rate of $_____ per _____;
- ☐ 10. Make restitution to _____ in the amount of $_____ paying not less than $_____ per month jointly and severally with any codefendants through the Clerk of the Circuit Court;
- ☒ 11. Pay for probation services to the Clerk of the Circuit Court at a rate of $25.00 per month or $_____ per _____ during the term of probation.
- ☐ 12. Pay any fine, costs and assessments as per attached cost sheet to be paid within 1 year or _____
- ☐ 13. Work or pursue a course of study or vocational training;
- ☒ 14. Undergo ☐ medical ☐ psychiatric ☒ drug/alcoholic evaluation and treatment as follows: COMPLY WITH DRUG/ALCOHOL EVALUATION RECOMMENDATIONS, open mandate and as further directed by the probation officer, the defendant shall follow all rules of said treatment and satisfactorily complete said program(s).
- ☒ 15. The defendant is subject to random urine and breathalizer testing.
- ☐ 16. The defendant is subject to testing for ☐ Sexually Transmissible Diseases ☐ Genetic Marker Grouping Analysis and Indexing (DNA Testing).
- ☐ 17. The defendant shall register as a sex offender per statute.
- ☐ 18. Attend or reside in _____, a facility established for the instruction or residence of defendants on probation and follow rules of the program;

White - Original Green - Client Canary - Probation Pink - State's Attorney Goldenrod - Defense Page 1 of 2

171-134 Rev. 12/99

C36

☒ 19. Not use or be in possession of any controlled substance or cannabis in the presence of anyone else using or in possession of controlled substances or cannabis.

☒ 20. On leaving any program without satisfactory completion, to return and appear in court the next regular court motion day or if the sentencing judge:

☐ 21. a. Reside with his/her parents or _____;
b. Attend school or ☐ obtain a GED;
c. Attend _____ non-residential program for youth;
d. Contribute to your support by paying _____ per _____;

☒ 22. Perform 500 hours of Public Service at a rate of _____ hours per _____

☒ 23. Other conditions: NO CONTACT WITH JOSE GONZALEZ OR JOHNATHAN CLARK. / PAY $50 LABORATORY FEE

☐ 24. In addition to the above conditions, Defendant is placed on Intensive probation and shall follow all conditions below for at least the first year of probation:

☒ a. Obtain/continue employment and/or attend educational programs, as may be directed by the Probation Officer.
☒ b. Not change present place of residence, move outside the jurisdiction of the Court or leave the County without prior permission of the Court or Probation Officer.
☒ c. Comply with a curfew of 7:00 P.M. to 7:00 A.M. daily or as modified by the Probation Officer and consent to home visits at any hour on any day by a Probation Officer to verify compliance.
☐ d. Submit to breath and/or urine analysis for the possible presence of prohibited drug(s) or alcohol at the discretion of the Probation Officer.
☐ e. Submit to searches of his/her person, residence, papers, automobile and/or effects at any time such requests are made by the Probation Officer and consent to the use of anything seized as evidence in a court proceeding.
☐ f. Perform _____ hours of Public Service. In addition, perform 20 hours of Public Service each week if not employed full time, or in school full time, or full time in a court ordered program.
☐ g. Provide proof of employment, job search and or attendance of educational programs as directed by the Probation Officer.
☐ h. Not use or possess any controlled substance(s) of any kind which have not been prescribed for you by a licensed physician of the state of Illinois (written and oral permission to contact said physician for verification shall be waived)
☐ i. Appear in Court on oral notice of the Probation Officer
☒ j. Other: CONTINUE + COMPLETE DOMESTIC VIOLENCE CLASSES AS DIRECTED IN 98 CM 53

☒ 25. Upon a violation of the terms and conditions of this order the Court Services Division may invoke any sanctions from the list of intermediate sanctions adopted by the Chief Judge

Probation will terminate and the Circuit Clerk shall transfer the case to closed status on July 12, 2000 unless there is pending an unresolved petition to revoke probation or this order has been otherwise modified so as to effect the termination.

ENTERED at Waukegan, Illinois this 5th day of July, 00

CERTIFIED TRUE COPY

JUDGE

Order prepared by Christopher Schade

I, the above-named defendants, acknowledge the receipt of this document.

JEREMIE S. BERRY
Name

July 12, 2000
Date

[redacted]
SSN

White - Original Green - Client Canary - Probation Pink - State's Attorney Goldenrod - Defense Page 2 of 2

171-134 Rev. 10/98

-COPY-LAKE COUNTY CIRCUIT CLERK-COPY-

C36

07/18/2002

CASE INFORMATION SHEET

PAGE 1

00CF00001542
DRUG CLOSED JUDGMENT ENTE

PEOPLE VS BERRY
BOORAS, JAMES K

05/25/2000

PARTIES

BERRY, JEREMIE S.

DEFENDANT

COUNT		CLASS	CHARGE INFORMATION		
1		[redacted]			
	08/21/2000	DIS-[redacted]	1 720 ILCS 570/401(C)(2)	05	
2		[redacted]			
	08/21/2000	DIS-[redacted]	EXCEPT(A)/(D) 4 720 ILCS 570/402(C)	05	
1		[redacted]			
	07/12/2000	[redacted]	1 720 ILCS 570/401(C)(2)		
		[redacted] CONDITIONS	07/12/2000	24 MO	
		[redacted]	07/12/2000		
		[redacted] FEE	07/12/2000 JUDGMENT $ OWED	$	500.00
		[redacted] MONTH			
		[redacted]	07/12/2000	$	50.00
		[redacted]	07/12/2000	500 HR	
		EVALUATION	07/12/2000		
		[redacted] RECOMMENDATIONS PURSUANT TO [redacted] THROUGH			
		[redacted]			
		NO [redacted]	07/12/2000		
		NOT [redacted] ILLEGAL DRUG	07/12/2000		
		TESTING	07/12/2000		
		[redacted] UP TO $5.00 PER TEST			
		NO CONTACT	07/12/2000		
		WITH JOSE GONZALEZ OR JONNATHAN CLARK			
		COUNSELING	07/12/2000		
		[redacted] WITH DOMESTIC VIOLENCE CLASSES			
		PERIODIC [redacted]	02/08/2001	90 DA	
		TO BE [redacted] UNTIL BED IS AVAILABLE			
		FINE	02/08/2001 JUDGMENT $ OWED	$	1000.00
2	07/12/2002	TERMINATED [redacted]			
		[redacted] ANT CON SUB EXCEPT(A)/(D) 4 720 ILCS 570/402(C)		NP	
	07/12/2000	NOLLE PROSEQUI			

CURRENT BOND

911723	10,000.00 TEN	0.00 AVAILABLE	RELEASED	
1020194	30,000.00 RECOG	0.00 AVAILABLE		

COURT APPEARANCES

08/25/2000	C120	08:00A

C36

07/16/2002 CASE INFORMATION SHEET PAGE 2

00CF00001542 PEOPLE VS BERRY 05/25/2000
DRUG CLOSED JUDGMENT ENTE BOORAS JAMES K

PRESENT

MARTIN, VICTORIA L.	PRESIDING JUDGE
BERRY, JEREMIE S.	DEFENDANT

EVENTS

DEF PRESENT IN CUSTODY WAUKEGAN POLICE DEPT.	YES PRESENT
BOND HEARING	YES PRESENT
BENCHTRIAL HEARING	YES PRESENT
BOND SET	YES PRESENT
[illegible] SET IN THE AMOUNT OF$10,000.00 WITH THE CONDITION THAT HE IS TO BE SUPERVISED BY PRETRIAL SERVICES - DEF TO ABIDE BY A CURFEW OF 24 HOURS - DEF NOT TO POSSESS OR CONSUME ANY DRUGS OR ALCOHOL - DEF SUBJECT TO RANDOM TESTING	
STATUS OF ATTORNEY DATE SET	YES PRESENT
REMAND	YES PRESENT

08/02/2000 C120 01:30P

PRESENT

BOORAS, JAMES K.	PRESIDING JUDGE
BERRY, JEREMIE S.	DEFENDANT

EVENTS

STATUS OF ATTORNEY	YES PRESENT
ATTORNEY GIVEN LEAVE TO FILE APPEARANCE	YES PRESENT
PUBLIC DEFENDER DISCHARGED	YES PRESENT
SET PRELIMINARY HEARING DATE	YES PRESENT
ENTER ORDER	YES PRESENT
RELEASED ON CONTINUED BOND	YES PRESENT

[illegible]R/21/2000 C204 11:00A

PRESENT

GILLERAN JOHNSON, BARBARA	PRESIDING JUDGE

EVENTS

RETURN INDICTMENT RETURNED BY THE APRIL 2000 TERM GRAND JURY	YES ABSENT
BOND SET	YES ABSENT
ISSUE WARRANT	YES ABSENT
STAY WARRANT	YES ABSENT
SET ARRAIGNMENT DATE	YES ABSENT
STATE TO NOTIFY DEF.COUNSEL OF DATE	YES ABSENT

05/27/2000 C120 10:00A

PRESENT

EVENTS

PRELIMINARY HEARING	STRICKEN FROM CALL

-COPY-LAKE COUNTY CIRCUIT CLERK-COPY-
Common Council Agenda Item C.3.

-COPY-LAKE COUNTY CIRCUIT CLERK-COPY-
Comment Journal Page Index Entry-C.3.

00CF0000:542 PEOPLE VS BERRY 09/25/2000
DRUG CLOSED JUDGMENT ENTE BODRAS JAMES K

08/28/2000 C201 08:00A
PRESENT

BODRAS, JAMES K.	PRESIDING JUDGE
DIBLACINTO, BETH	COURT REPORTER
BERRY, JERMIE S.	DEFENDANT
FEKETE, CHRISTOPHER J.	ATD

EVENTS

ARRAIGNMENT	YES PRESENT
NOT GUILTY PLEA	YES PRESENT
SET PRE-TRIAL DATE	YES PRESENT
ALL MOTIONS TO BE FILED WITHIN 21 DAYS	
SET JURY TRIAL DATE	YES PRESENT
ADVISED OF TRIAL IN ABSENTIA	YES PRESENT
RECIPROCAL DISCOVERY ORDERED	YES PRESENT

07/12/2000 C201 08:00A
PRESENT

BODRAS, JAMES K.	PRESIDING JUDGE
MELBIG, SHARON	COURT REPORTER
BERRY, JERMIE S.	DEFENDANT
FEKETE, CHRISTOPHER J.	ATD

EVENTS

PRE-TRIAL	YES PRESENT
WITHDRAW NOT GUILTY PLEA	YES PRESENT
ARRAIGNMENT	YES PRESENT
ADVISED OF RIGHT/TRIAL BY JURY OR COURT	YES PRESENT
JURY TRIAL WAIVED	YES PRESENT
WAIVE BENCH TRIAL	YES PRESENT
ENTER STIPULATED PLEA OF GUILTY	YES PRESENT
TO COUNT 1	
EFFECTS,CONSEQUENCES EXPLAINED,PERSISTED	YES PRESENT
UNCONDITIONALLY ACCEPTED BY COURT	YES PRESENT
WAIVE PRE-SENTENCE INVESTIGATION	YES PRESENT
JUDGMENT ON PLEA	YES PRESENT
SENTENCING	YES PRESENT
DEF ADVISED OF RIGHT TO APPEAL	YES PRESENT

07/24/2000 C201 08:00A
PRESENT

EVENTS

JURY TRIAL	STRICKEN FROM CALL

-COPY-LAKE COUNTY CIRCUIT CLERK-COPY-
Consent Agenda Item C.3.
Council Agenda

C3b

07/18/2002 CASE INFORMATION SHEET PAGE 4

00CF00001542 PEOPLE VS BERRY 05/25/2000
DRUG CLOSED JUDGMENT ENTE BOORAS, JAMES K

01/18/2001 C201 08:00A
PRESENT

ROSSETTI, VICTORIA A.	PRESIDING JUDGE
LIGENZA, MARIANNE	COURT REPORTER
BERRY, JERMIE S.	DEFENDANT

EVENTS

FILE PETITION TO REVOKE	YES PRESENT
ARRAIGNMENT ON PETITION TO REVOKE	YES PRESENT
DEF WAIVES TRIAL TO THE PTR	YES PRESENT
BOND SET	YES PRESENT
500.00 OR PERSONAL RECOGNIZANCE BOND WITH THE CONDITION THAT HE REPORT TO THE PROBATION OFFICER IMMEDIATELY AFTER COURT TO SUBMIT TO A URINALYSIS TEST - DEF ORDERED NOT TO CONSUME ANY DRUGS OR ALCOHOL	
STATUS OF ATTORNEY DATE SET	YES PRESENT
RELEASE	YES PRESENT

02/08/2001 C201 08:00A
PRESENT

BOORAS, JAMES K.	PRESIDING JUDGE
LIGENZA, MARIANNE	COURT REPORTER
BERRY, JERMIE S.	DEFENDANT
ROBERTS, DOUGLAS R.	ATD

EVENTS

STATUS OF ATTORNEY	YES PRESENT
ATTORNEY GIVEN LEAVE TO FILE APPEARANCE	YES PRESENT
MOTION FILED	YES PRESENT
STATE'S MOTION TO REVOKE BOND	
HEARING DATE SET	YES PRESENT
RELEASED ON CONTINUED BOND	YES PRESENT

02/08/2001 C201 04:30P
PRESENT

BOORAS, JAMES K.	PRESIDING JUDGE
LIGENZA, MARIANNE	COURT REPORTER
BERRY, JERMIE S.	DEFENDANT
ROBERTS, DOUGLAS R.	ATD

EVENTS

WITHDRAW PETITION TO REVOKE	YES PRESENT
PROBATION MODIFIED	YES PRESENT
SEE ORDER	
ENTER ORDER	YES PRESENT

C3b

07/16/2002

CASE INFORMATION SHEET

DOCF00001542 PEOPLE VS BERRY
DRUG CLOSED JUDGMENT ENTE BOORAS JAMES K 05/25/2000

07/12/2002 C201 09:00A

PRESENT

BOORAS, JAMES K.	PRESIDING JUDGE
DEBOER, LAUREN	COURT REPORTER

EVENTS

TERMINATE	YES ABSENT
JUDGMENT FINES,COSTS & FEES	YES ABSENT

PAPERS FILED

DATE	CATEGORY	TYPE	ACTION
05/25/2000	REMAND		FILED
05/31/2000	BAIL BOND		FILED
05/31/2000	INDICTMENT		FILED
06/28/2000	ORDER	FOR DISCOVERY	FILED
07/12/2000	ORDER	PROBATION	FILED
07/12/2000	REFERRAL	PROBATION	FILED
07/12/2000	ORDER		FILED
07/12/2000	ORDER	NOLLE PROSEQUI	FILED
07/12/2000	WAIVER	TRIAL	FILED
08/01/2000	ARREST CARD		ISSUED
12/12/2000	MEMORANDUM	PROBATION	FILED
01/18/2001	NOTICE	PETITION TO REVOKE	FILED
01/18/2001	PERSONAL RECOGNIZANC		FILED
02/08/2001	MOTION		FILED
02/08/2001	APPEARANCE		FILED
02/08/2001	ORDER		FILED
02/08/2001	REMAND		FILED
1/11/2001	REPORT	STATUS	FILED
07/10/2001	REPORT		FILED
08/10/2001	MEMORANDUM		FILED
07/12/2002	ORDER	JUDGMENT ON BALANCE DUE	ISSUED & FILED
07/16/2002	MEMORANDUM	PROBATION	FILED

PAGE 5

CERTIFIED TRUE COPY
LAKE COUNTY CLERK OF CIRCUIT COURT

C36

Feb 14 2014

Richard Tijerina

1203 57th ST

Kenosha, Wi

Ph. 262 – 654-5956

To whom it may concern;

Jeremy Berry was employed as a bartender, at Junker-Ball V.F.W. Post 1865, 6618 39th Ave, Kenosha, WI., from Nov 2010 until Aug 2012, but left due to an illness to a family member that needed care. He was always on time, performed his job well and always worked extra hours for birthday partys or wedding partys. I consider him to be dependable and a hard worker.

Richard Tijerina

Richard Tijerina

Past Commander

Disabled American Veterans Chap. 20

Kenosha Co. Deputy Sheriff #136 (Ret)

C3b

Jeremie Berry

2404 73rd street

Kenosha WI

{262}764-3071

To whom it may concern

I'am writing you to explain myself about the person I was when I was young and dumb trying to be someone who I wasn't . I have learned that my choices were not the right choices and have learned from my mistakes and to make better choices and to be myself. Iam older and wiser and just trying to make a life not only for me but my kids that I need to set an example for to show them that working is a real way of life thank you.

Jeremie Berry

C3C

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
2/24/2014	Nicholas Mercier		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N141069	1830-27th Ave, #201	Captain Mike's	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
5/29/2009	OPERATING WHILE INTOXICATED	GUILTY	Y	50
5/29/2009	OPERATING AFTER REVOCATION	GUILTY	N	10
12/28/2009	OPERATING AFTER REVOCATION	GUILTY	N	10
10/14/2010	INTOXICANT IN VEHICLE-OPERATOR	GUILTY	N	20
4/20/2009	OPEN INTOXICANTS IN PUBLIC	GUILTY	N	10

CITY ATTORNEY'S RECOMMENDATION	
Offense Demerit Points	100
Were all offenses listed on the application?	No=20
TOTAL DEMERIT POINTS	120

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION

[ ] **GRANT,** Subject to [ ] Demerit Points

[X] **DENY,** based on material police record (substantially related to the license activity) and false application.

[ ] **DEFER or GRANT subject to** Non-Renewal Revocation due to False Application

NAME ISC

C 3c

OPERATOR'S (BARTENDER) LICENSE

Type: 217 Fee: $75.00

FILED_____
INITIALS_____
ADVERSE/NO ADV
LP_____
CC_____

□Beverage Course Completed
□ **HOLD** for Beverage Course

License # 141069
Provisional Issued: yes no

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

ast Name: MERCIER First Name: NICHOLAS MI: R
(NOTE: Name must appear exactly as it appears on driver's license or state ID)

ate of Birth: _____ Gender: M Phone: _____

ome Address: 1830 27TH AVE #201 KENOSHA WI 53140
CITY STATE ZIP

nail: NMERCIER@CARTHAGE.EDU
(correspondence will be via email if address is given)

iver's License or State ID Number WI _____
STATE NUMBER

me of Business Where License will be used CAPTAIN MIKES
(PLEASE NOTE: license may be utilized in the City of Kenosha only.)

ISWER THE FOLLOWING QUESTIONS TRULY AND COMPLETELY:

Have you, as an adult, ever been convicted of a major crime (felony), minor crime (misdemeanor), or of violating a municipal or county ordinance in Wisconsin, or in any other State; or do you have a charge pending at this time? ☒ Yes □ No
If yes, state: **charge, year, result**
2006 [redacted] - MISDEMEANOR

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

-OVER-

C3C

3. Have you ever had your driver's license suspended or revoked in Wisconsin or in any other State?
☒ Yes ☐ No **If yes, explain:**
DRIVERS LICENSE- TOO MANY TICKETS - 2004

. Have you received any traffic citations in Wisconsin or in any other State within the past five (5) years; or do you have any such citations pending? ☒ Yes ☐ No
If yes, state: charge, year, result
SPEEDING - 2011
OWI - 2009

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

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:
LAFOGATA, SOMERS HOUSE

List all addresses at which you have lived in the past five (5) years:
1830 27TH AVE, 5114 32ND AVE, 1023 53RD ST

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

pplicant's Signature: [signature] Date: 2/24/14

ve received a copy of the NOTICE pertaining to LICENSE/PERMIT APPLICATIONS from the City Clerk's Office [initials]
(Applicant's Initials)

NEW BARTENDER License

C4a

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
3/21/2014	Jacy Kennedy		Valid
License Number	Address of Applicant	Business (Where license is to be used)	Business Address
N141116	2900-25th Avenue	Villa D'Carlo Restaurant	5140-6th Avenue

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
8/7/2011	LICENSE NOT ON PERSON V575555	GUILTY	Y	0
10/2/2010	THEFT-MOVABLE PROPERTY <=$2500 x 3	GUILTY	Y	5 X 20
10/2/2010	CREDIT CARD-THEFT BY ACQUISITION x 2	GUILTY	Y	
	2010CF938			

CITY ATTORNEY'S RECOMMENDATION	
Offense Demerit Points	100
Were all offenses listed on the application?	Y
TOTAL DEMERIT POINTS	100

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION

[ ] **GRANT**, Subject to [ ] Demerit Points

[X] **DENY**, based on material police record (substantially related to the license activity)

[ ] **DEFER or GRANT subject to** Non-Renewal Revocation due to False Application

Adverse C4a

FOR OFFICE USE ONLY:

License # 141116 Issue Date _____

☒ Beverage Course OK ☐ HOLD for Beverage Course Initials JLL

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

APPLICATION
CITY OF KENOSHA OPERATOR'S (BARTENDER) LICENSE
(§125.17, Wisconsin Statutes, §10.02 C. of the City of Kenosha Code of General Ordinances)
FEE: $75.00 (Type 217)

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

THE FOLLOWING QUESTIONS MUST BE ANSWERED (PLEASE READ)

Last Name Kennedy **First Name** Jacy **MI** M
(NOTE: Name must appear exactly as it appears on driver's license or state ID)

Date of Birth _____ **Sex** F **Day Phone #** 262-818-7735

Home Address 2900 -25th Avenue

City/State/Zip Kenosha, WI 53140

Email Address chasekennedy1@yahoo.com

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

Name of Business Where License is to be Used (If Unknown At This Time, Leave Blank. NOTE: license may only be utilized in the City of Kenosha) Villa D'Carlo Restaurant

Address of Business Where License is to be Used 5140 Sixth Avenue, Kenosha, WI 53140

1. Have you, as an adult, ever been convicted of a major crime (felony), a minor crime (misdemeanor), or of violating a municipal or county ordinance in Wisconsin or in any other state, or do you have such a charge pending at this time? ☒ Yes ☐ No If Yes, state charge, year offense committed or alleged to be committed, and disposition: Theft of Movable Property (Misdemeanor) 2010, Credit Card Theft (Misdemeanor) 2010 Both of the above guilty - jail time and probation served sucessfully. Issue of worthless checks (misdemeanor) 2010 - dismissed. Small Claims (misdemeanor) 2010 - Case closed due to Ch. 13
2. Have you, as an adult, ever served time, or been sentenced to serve time, in a jail or prison in Wisconsin or in any other state? ☒ Yes ☐ No If yes, please explain: 60 days jail time (KCJ) ordered 1/2011 for the above theft and credit card theft charges as listed above.
3. Have you ever had your driver's license suspended or revoked in Wisconsin or in any other state? ☒ Yes ☐ No If yes, please explain: suspended 9/21/2010 for 59 days for failure to pay citation. suspended 7/12/2011 for 27 days for failure to pay citation.
4. Have you received any traffic citations in Wisconsin or in any other state within the past five years, or do you have any such citations pending? ☒ Yes ☐ No If yes, state charge, year offense committed or alleged to be committed, and disposition: Failure to obey traffic signal 2009 Guilty - Unregistered Vehicle 2010 Guilty - Inattentive Driving 2011 - Guilty. License not on person 2011 - Guilty.

C40

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

6. List the name and address of all employers for which you have worked and/or businesses you have operated in the past five years: (Please include employment that is not related to the license applied for.) Villa D'Carlo 5140-Sixth Avenue Kenosha, AOA Allesee Ortho 13931 Spring St Sturtevant, Oriental Inn 5034-16th Avenue Kenosha, Best Western 7220-122nd Ave Kenosha, Dental Associates 7117 Green Bay Rd Kenosha, Romana Kvision 7523-160th Ave Kenosha, Kohl's 6804 Green Bay Rd Kenosha

7. List all addresses at which you have lived in the past five years: 2900-25th Avenue Kenosha, 11920-28th Avenue Pleasant Prairie, 6207-7th Avenue Kenosha, 9138-41st Avenue Kenosha

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

Signed: Jacy Kennedy
APPLICANT'S SIGNATURE

Date: 3-21-14

APPLICANTS PLEASE READ

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

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

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

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

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

NEW BARTENDER License

C4b

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
2/24/2014	Manuel Ortiz		Suspended
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N141087	1919-45th Street	Houston's Bar & Grill	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
9/7/2009	OPERATING WHILE INTOXICATED 2ND OFFENSE	GUILTY	Y	80
2/13/2010	BLOOD ALCOHOL CONTENT	GUILTY	Y	80
2/13/2010	OPERATING WHILE INTOXICATED 3RD OFFENSE	GUILTY	Y	

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	160	
Were all offenses listed on the application?	Y	
TOTAL DEMERIT POINTS	160	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION

[ ] **GRANT**, Subject to [ ] Demerit Points

[X] **DENY**, based on material police record (substantially related to the license activity)

[ ] **DEFER or GRANT subject to** Non-Renewal Revocation due to False Application

C 46

OPERATOR'S (BARTENDER) LICENSE

Type: 217 Fee: $75.00

FILED 3-5-4
INITIALS RS
ADVERSE/NO ADV
LP
CC

☒ Beverage Course Completed
☐ **HOLD** for Beverage Course

License # 141087
Provisional Issued: yes no

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

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

Date of Birth: Gender: M Phone: 262-412-9090

Home Address: 1919 45th Street Kenosha WI 53140
CITY STATE ZIP

Email: mannywisc@gmail.com
(correspondence will be via email if address is given)

Driver's License or State ID Number WI
STATE NUMBER

Name of Business Where License will be used HOUSTON'S BAR & GRILL
(PLEASE NOTE: license may be utilized in the City of Kenosha only.)

ANSWER THE FOLLOWING QUESTIONS TRULY AND COMPLETELY:

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

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

   I served 60 day's in jail due to my DUI's.
   I HAVE Paid Everything.

-OVER-

C4b

3. Have you ever had your driver's license suspended or revoked in Wisconsin or in any other State?
☑ Yes ☐ No If yes, explain:
Suspended and revoked for Two years
Also part of The DUI's.

4. Have you received any traffic citations in Wisconsin or in any other State within the past five (5) years; or do you have any such citations pending? ☑ Yes ☐ No MD
If yes, state: charge, year, result
YES. DUI & Sit Bell
Sit Bell on 6-2-12 paid / DUI 2-13-10 paid / DUI 9-7-2009
DUI 5-15-2008

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

6. List the name and address of all employers for which you have worked and/or businesses you have operated in the past five (5) years:
Quick Processing LLC Owner.
New World Financial LLC Loan Originator/Processor MD

7. List all addresses at which you have lived in the past five (5) years:
1919 45th street Kenosha WI 53140
602 S. Fancher Rd Racine WI 53406
2512 S. 13th St Milwaukee WI 53215
1500 Martha Ave Racine WI 53406.

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

Applicant's Signature: _____ Date: 2-24-2014

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

C5a

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
3/10/2014	Dontrell Langston		Suspended
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N141096	821-48th Street	Not Listed	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
6/18/2012	OPERATING W/O LICENSE (2ND W/IN 3 YEARS)	GUILTY	N	5
7/21/2012	OPERATING W/O LICENSE (2ND W/IN 3 YEARS)	GUILTY	N	10
2/12/2013	OPERATING WHILE SUSPENDED	GUILTY	N	10
12/30/2013	OPERATING WHILE SUSPENDED	GUILTY	N	20
1/8/2014	OPERATING WHILE SUSPENDED	GUILTY	N	20
12/31/2013	DRUG/POSSESS MARIJUANA 2014CM323	DISPO PENDING	N	25
2/21/2014	OPERATING WHILE SUSPENDED	DISPO PENDING	N	20

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	110	
Were all offenses listed on the application?	N – 20	
TOTAL DEMERIT POINTS	130	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION

[ ] **GRANT**, Subject to [ ] Demerit Points

[X] **DENY, based on material police record and False Application**

[ ] **DEFER or GRANT subject to** Non-Renewal Revocation due to False Application

C5a

E-MAILED MAR 10 REC'D

OPERATOR'S (BARTENDER) LICENSE

Type: 217 Fee: $75.00

FILED 3/10/14
INITIALS dd
ADVERSE/NO ADV
LP
CC

☐ Beverage Course Completed
☒ HOLD for Beverage Course

License # 141096
Provisional Issued: yes no

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

Last Name: Langston First Name: Dontrell MI: R
(NOTE: Name must appear exactly as it appears on driver's license or state ID)

Date of Birth: Gender: M Phone: 262-748-5221

Home Address: 821 46th Kenosha WI 53140
CITY STATE ZIP

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

Driver's License or State ID Number WI (STATE) (NUMBER)

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

ANSWER THE FOLLOWING QUESTIONS TRULY AND COMPLETELY:

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

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

-OVER-

3. Have you ever had your driver's license suspended or revoked in Wisconsin or in any other State?
☑ Yes ☐ No **If yes, explain:** Traffic tickets / suspended now

4. Have you received any traffic citations in Wisconsin or in any other State within the past five (5) years; or do you have any such citations pending? ☑ Yes ☐ No
If yes, state: **charge, year, result** Pending Suspended licsence

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

5. 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:

'. List all addresses at which you have lived in the past five (5) years:
821 4475
1735 - 15th Ave

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

Applicant's Signature: _____ Date: 3/10/14

have received a copy of the NOTICE pertaining to LICENSE/PERMIT APPLICATIONS from the City Clerk's Office _____
(Applicant's Initials)

C5b

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
3/13/2014	Elizabeth Bohannan		WI ID Card Only
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N141105	3716-89th Street #203	Not Listed	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
2/17/2010	OPERATING W/O LICENSE	GUILTY	N	5
2/14/2011	OPERATING WHILE SUSPENDED	GUILTY	N	10
8/10/2011	OPERATING WHILE SUSPENDED	GUILTY	N	20
8/18/2011	OPERATING WHILE SUSPENDED	GUILTY	N	20
11/19/2011	OPERATING WHILE SUSPENDED	GUILTY	N	20
12/23/2011	OPERATING WHILE SUSPENDED	GUILTY	N	20
1/5/2012	OPERATING WHILE SUSPENDED	GUILTY	N	20
9/1/2012	IMPLIED CONSENT	GUILTY	Y	
9/1/2012	OPERATING WHILE INTOXICATED	GUILTY	Y	50

CITY ATTORNEY'S RECOMMENDATION	
Offense Demerit Points	165
Were all offenses listed on the application?	N – 20
TOTAL DEMERIT POINTS	185

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION

[ ] **GRANT**, Subject to [ ] Demerit Points

[X] **DENY, based on material police record and False Application**

[ ] **DEFER or GRANT subject to** Non-Renewal Revocation due to False Application

C 5b

Advers C.

FOR OFFICE USE ONLY:

License # 141105 **Issue Date** _____

☒ **Beverage Course OK** ☐ **HOLD for Beverage Course** **Initials** ZS

APPLICATION
CITY OF KENOSHA OPERATOR'S (BARTENDER) LICENSE
(§125.17, Wisconsin Statutes, §10.02 C. of the
City of Kenosha Code of General Ordinances)
FEE: $75.00 (Type 217)

City of Kenosha
625-52nd St, Room 105
Kenosha, WI 53140
262-653-1020

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

THE FOLLOWING QUESTIONS MUST BE ANSWERED (PLEASE READ)

Last Name Bohannan **First Name** Elizabeth **MI** M
(NOTE: Name must appear exactly as it appears on driver's license or state ID)

Date of Birth _____ **Sex** F **Day Phone #** 262-748-3820

Home Address 3716 89th St apt#205

City/State/Zip Kenosha, WI 53142

Email Address Thupdancer8338@gmail.com

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

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

Address of Business Where License is to be Used _____

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

2. Have you, as an adult, ever served time, or been sentenced to serve time, in a jail or prison in Wisconsin or in any other state? ☐ Yes ☑ No If yes, please explain: _____

3. Have you ever had your driver's license suspended or revoked in Wisconsin or in any other state? ☑ Yes ☐ No If yes, please explain: Points deducted from license, DUI

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

C5b

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

6. List the name and address of all employers for which you have worked and/or businesses you have operated in the past five years: (Please include employment that is not related to the license applied for.)
Park Place Car Wash and detailing, YMCA, Art Bar, Breat Stop

7. List all addresses at which you have lived in the past five years: 6413 23rd ave. 53143
6211 39th ave. 53142 3416 89th St apt XX203 53142

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

Signed: Elizabeth Bobamon
APPLICANT'S SIGNATURE

Date: 3/13/2014

APPLICANTS PLEASE READ

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

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

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

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

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

PAGE 2

C5C

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
3/6/2013	William Greathouse		Suspended
License Number	Address of Applicant	Business (Where license is to be used)	Business Address
N141090	5607-60th Street	Not Listed	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
6/22/2009	OPERATING WHILE SUSPENDED	GUILTY	N	10
10/24/2009	LICENSE NOT ON PERSON	GUILTY	N	N/A
3/12/2011	OPERATING WHILE INTOXICATED	GUILTY	Y	50
3/11/2012	OPERATING AFTER REVOCATION	GUILTY	Y	10
7/12/1996	CHILD ENTICEMENT-SEXUAL ASSAULT - FELONY C	GUILTY	Y	100

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	170	
Were all offenses listed on the application?	N = 20	
TOTAL DEMERIT POINTS	190	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION

[ ] **GRANT,** Subject to [ ] Demerit Points

[X] **DENY,** based on material police record (substantially related to the license activity)

[ ] **DEFER or GRANT subject to** Non-Renewal Revocation due to False Application

C5c

Adverse

FILED 3-6-14
INITIALS CS
ADVERSE/NO ADV
LP
CC

OPERATOR'S (BARTENDER) LICENSE

Type: 217 Fee: $75.00

☒ Beverage Course Completed
☐ **HOLD** for Beverage Course

License # 141090
Provisional Issued: yes no

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

Last Name: GREATHOUSE First Name: WILLIAM MI: K
(NOTE: Name must appear exactly as it appears on driver's license or state ID)

Date of Birth: Gender: M Phone: 262-308-9158

Home Address: 5607-60th STREET KENOSHA WI 53143
CITY STATE ZIP

Email: [redacted] william.greathouse@gmail.com
(correspondence will be via email if address is given)

Driver's License or State ID Number [illegible]
STATE NUMBER

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

ANSWER THE FOLLOWING QUESTIONS TRULY AND COMPLETELY:

. Have you, as an adult, ever been convicted of a major crime (felony), minor crime (misdemeanor), or of violating a municipal or county ordinance in Wisconsin, or in any other State; or do you have a charge pending at this time? ☒ Yes ☐ No
If yes, state: **charge, year, result**
1996 - CHILD ENTICEMENT

. Have you, as an adult, ever served time; or have been sentenced to serve time in a jail or prison in Wisconsin or any other State? ☒ Yes ☐ No **If yes, explain:**
1996 - CHILD ENTICEMENT

-OVER-

C5c

3. Have you ever had your driver's license suspended or revoked in Wisconsin or in any other State?
☒ Yes ☐ No **If yes, explain:**
DUI 2010

4. Have you received any traffic citations in Wisconsin or in any other State within the past five (5) years; or do you have any such citations pending? ☒ Yes ☐ No
If yes, state: charge, year, result
DUI
Driving W/ Revocation
Speeding

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

6. List the name and address of all employers for which you have worked and/or businesses you have operated in the past five (5) years:
IKEA – Kenosha
BEST WESTERN – Kenosha
Anderson Foods – Pleasant Prairie
IHIS USA – Pleasant Prairie
MARKS CARPETS

7. List all addresses at which you have lived in the past five (5) years:
9047-15th Ave #103, Kenosha, WI
5607-60th St Kenosha, WI

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

Applicant's Signature: _____ Date: 3-6-13

have received a copy of the NOTICE pertaining to LICENSE/PERMIT APPLICATIONS from the City Clerk's Office _____
(Applicant's Initials)

NEW BARTENDER License

C5d

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
3/14/2014	Stephanie Sikorski		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N141100	6904-37th Avenue	Not Listed	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
8/2/2010	LICENSE NOT ON PERSON	GUILTY	N	5
5/16/2013	OPERATING WHILE SUSPENDED	GUILTY	N	10
6/16/2013	OPERATING WHILE SUSPENDED	GUILTY	N	20
9/14/2013	OPERATING WHILE SUSPENDED	GUILTY	N	20
11/28/2013	OPERATING WHILE SUSPENDED	GUILTY	N	20
10/20/2013	LIQUOR, LICENSE VIOLATION 2013FO1595	DISPO PENDING	Y	20
10/20/2013	LIQUOR, LICENSE VIOLATION 2013FO1593	DISPO PENDING	Y	40
10/20/2013	FALSE INFORMATION,GIVE 2013FO1594	DISPO PENDING	Y	25
10/20/2013	FALSE INFORMATION,GIVE	DISPO PENDING	Y	50
1/9/2014	OPERATING WHILE SUSPENDED	UNKNOWN	Y	20
1/6/2014	RESISTING/OBSTRUCTING 2014FO22	DISPO PENDING		50

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	280	
Were all offenses listed on the application?	N = 20	
TOTAL DEMERIT POINTS	300	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION

[ ] **GRANT,** Subject to [ ] Demerit Points

[X] **DENY,** based on material police record (substantially related to the license activity)

[ ] **DEFER or GRANT subject to** Non-Renewal Revocation due to False Application

C5d

FOR OFFICE USE ONLY:

License # 141100 **Issue Date** _____

☒ **Beverage Course OK** ☐ **HOLD for Beverage Course** **Initials** RS

APPLICATION
CITY OF KENOSHA OPERATOR'S (BARTENDER) LICENSE
(§125.17, Wisconsin Statutes, §10.02 C. of the City of Kenosha Code of General Ordinances)
FEE: $75.00 (Type 217)

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

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

THE FOLLOWING QUESTIONS MUST BE ANSWERED (PLEASE READ)

Last Name Sikorski **First Name** Stephanie **MI** A
(NOTE: Name must appear exactly as it appears on driver's license or state ID)

Date of Birth _____ **Sex** F **Day Phone #** 262-945-2666

Home Address 6904 37th Ave

City/State/Zip Kenosha WI 53142

Email Address ssikorski8le@gmail.com

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

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

Address of Business Where License is to be Used _____

1. Have you, as an adult, ever been convicted of a major crime (felony), a minor crime (misdemeanor), or of violating a municipal or county ordinance in Wisconsin or in any other state, or do you have such a charge pending at this time? ☒ Yes ☐ No If Yes, state charge, year offense committed or alleged to be committed, and disposition: Serving no license violation of tavern hours and obstruction. Still going to court over but very good explanation

2. Have you, as an adult, ever served time, or been sentenced to serve time, in a jail or prison in Wisconsin or in any other state? ☐ Yes ☒ No If yes, please explain: _____

3. Have you ever had your driver's license suspended or revoked in Wisconsin or in any other state? ☒ Yes ☐ No If yes, please explain: failure to pay a ticket in Wisconsin found out it was revoked and got it taken care of right away.

4. Have you received any traffic citations in Wisconsin or in any other state within the past five years, or do you have any such citations pending? ☒ Yes ☐ No If yes, state charge, year offense committed or alleged to be committed, and disposition: Driving on suspension, 2014, went to court and have to pay by May and will do so. Got drivers license reinstated.

C5d

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

6. List the name and address of all employers for which you have worked and/or businesses you have operated in the past five years: (Please include employment that is not related to the license applied for.)
Brat Stop (Kenosha, WI)
IHOP (Kenosha, WI)
Lil' Dreamers LLC (Kenosha WI)

7. List all addresses at which you have lived in the past five years: 1604 31th Ave, Kenosha 53142
1604 58th St. #7 Kenosha 53140
4326 Harding Rd Kenosha 53142

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

Signed: Stephanie Sikoski
APPLICANT'S SIGNATURE

Date: 3-14-2014

APPLICANTS PLEASE READ

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

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

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

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

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

PAGE 2

RENEWAL TAXI APPLICANT License

C6

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
3/19/2014	Mohammed Museitif		Valid
License Number	Address of Applicant	Business (Where license is to be used)	Business Address
Renewal 150001	3705-11th Avenue	M&M Choice Taxi	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
12/21/2013	IMPROPER SIGNAL FOR STOP OR TURN	GUILTY	Y	20

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

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION

[X] **GRANT,** Subject to [20] Demerit Points

[ ] **DENY,** based on material police record (substantially related to the license activity)

[ ] **DEFER or GRANT subject to** Non-Renewal Revocation due to False Application

C 7

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
2/21/2014	Nihal Singh	[redacted]	Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
	8124 S. Wynona Dr, Oak Creek,WI	Uptown Pantry	6119-22nd Ave

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
8/15/2013	LIQUOR, LICENSE VIOLATION 13121058	DISMISSED	Case Dismissed	0
12/17/2013	LIQUOR, SELL TO MINOR 13183598	DISMISSED	Bartender Pled	25

CITY ATTORNEY'S RECOMMENDATION	
Offense Demerit Points	25
Were all offenses listed on the application?	Yes
TOTAL DEMERIT POINTS	25

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION

[X] **GRANT**, Subject to [25] Demerit Points

[ ] **DENY**, based on material police record (substantially related to the license activity)

[ ] **DEFER or GRANT subject to** Non-Renewal Revocation due to False Application

C7

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning March 18 20 14 ;
ending June 30 20 14

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

County of Kenosha Aldermanic Dist. No. 3 (if required by ordinance)

Applicant's Wisconsin Seller's Permit Number: 1028170697-02
Federal Employer Identification Number (FEIN):

LICENSE REQUESTED ▶	
TYPE	FEE
☐ Class A beer	$
☐ Class B beer	$
☐ Class C wine	$
☑ Class A liquor	$ 167
☐ Class B liquor	$
☐ Reserve Class B liquor	$
Publication fee	$ 46
TOTAL FEE	$ 213

1. The named ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ LIMITED LIABILITY COMPANY ☑ CORPORATION/NONPROFIT ORGANIZATION
hereby makes application for the alcohol beverage license(s) checked above.
2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): ▶ N & S SOURCE INC

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	NIHAL SINGH	8124 S. WYNONA DR	WI 53154 (Oak Creek)
Vice President/Member	Sawinder Gill	8124 S Wynona Dr	Oak Creek, WI 53154
Secretary/Member			
Treasurer/Member			
Agent ▶	NIHAL SINGH	8124 S WYNONA DR	OAK CREEK WI 53154
Directors/Managers			

3. Trade Name ▶ UP TOWN PANTRY Business Phone Number 414 234 7800
4. Address of Premises ▶ 6119 22 AVE KENOSHA WI Post Office & Zip Code ▶ 53143
5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☑ Yes ☐ No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☑ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☑ No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date 06-27-13 of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☑ No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☑ No
(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)
9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Behind the Counter & BACK STORE ROOM
10. Legal description (omit if street address is given above):
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☑ Yes ☐ No
(b) If yes, under what name was license issued? N&S Source, Inc.
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] ☑ Yes ☐ No
13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (608) 266-2776] ☑ Yes ☐ No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☑ Yes ☐ No

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

SUBSCRIBED AND SWORN TO BEFORE ME
this 21 day of February, 20 14

(Clerk/Notary Public)

My commission expires 4-11-17

(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 2/21/14	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted mn	Date license issued FEB 21 2014	License number issued	

AT-106 (R. 1-12) Wisconsin Department of Revenue

C7

AUXILIARY QUESTIONNAIRE
ALCOHOL BEVERAGE LICENSE APPLICATION

[redacted]

Submit to municipal clerk.

Individual's Full Name (please print) (last name)	(first name)	(middle name)		
SINGH	NIHAL			
Home Address (street/route)	Post Office	City	State	Zip Code
8124 S. WYNONA DR	OAK CREEK	OAK CREEK	WI	53154
Home Phone Number	Age	Date of Birth	Place of Birth	
414-234-7800	[redacted]	[redacted]		

The *above named individual* provides the following information as a person who is *(check one)*: nihalsingh.wi@gmail.com

☐ Applying for an alcohol beverage license as an **individual**.

☐ A member of a **partnership** which is making application for an alcohol beverage license.

☑ ~~NIHAL SINGH~~ President of N & S SOURCE INC
(Officer/Director/Member/Managed Agent) *(Name of Corporation, Limited Liability Company or Nonprofit Organization)*

which is making application for an alcohol beverage license.

The *above named individual* provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? 6 YEARS
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ..... ☐ Yes ☑ No
   If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. *(If more room is needed, continue on reverse side of this form.)*
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ..... ☐ Yes ☑ No
   If yes, describe status of charges pending.
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ..... ☐ Yes ☑ No
   If yes, identify.
   (Name, Location and Type of License/Permit)
5. Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ..... ☐ Yes ☑ No
   If yes, identify.
   (Name of Wholesale Licensee or Permittee) *(Address By City and County)*
6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
SIMRAK TRANSPORT	8124 S WYNONA DR OAK CREEK WI 53154	2007	TILL DATE
Employer's Name	Employer's Address	Employed From	To
SIMRAK TRANSPORT LLC	8124 S WYNONA DR OAK CREEK WI 53154		

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Subscribed and sworn to before me

this 21 day of February, 20 14

Marie Rose L Nelson
(Clerk/Notary Public)

My commission expires 4-11-17

(Signature of Named Individual)

Printed on Recycled Paper

AT-103 (R. 8-11)

Wisconsin Department of Revenue

C7

APPLICANT'S REPORT- POLICE RECORD

NAME: NIHAL SINGH

ADDRESS: 8124 S WYNONA DR OAK CREEK WI 53154

DATE OF BIRTH: [redacted]

DRIVER'S LICENSE #: [redacted]

(must indicate if this is not a Wisconsin DL)

LICENSE APPLIED FOR: CLASS A LIQUOR

pplicant must truly, correctly and completely answer the following questions, or in the alternative, subject themselves to the penalties specified §1.22 of the Code of General Ordinances, a copy of which is printed on the reverse side of this application. In the event the information is true, incorrect, and/or incomplete it will be denied.

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 a charge pending at this time? ☐ Yes ☑ No
If yes, state: **charge, year, result**

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 a charge pending at this time? ☐ Yes ☑ No
If yes, state: **charge, year, result**

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

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

Have you received any traffic citations in Wisconsin or in any other State within the past five (5) years; or do you have any such citations pending? ☐ Yes ☑ No
If yes, state: **charge, year, result**

-OVER-

C7

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

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:
SIMRAK TRANSPORT LLC
8124 S WYNONA DR OAK CREEK WI 53154

List all addresses at which you have lived in the past five (5) years:
8124 S WYNONA DR OAK CREEK WI 53154

licant's Signature: _____ Date: 2-21-14

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

ohibition 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 ment, 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 s 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 hich, if known to the granting authority, would be a basis or a consideration for license or permit denial.

ıalty
y person violating Subsection A. above, shall, upon conviction thereof, be subject to a forfeiture not to exceed Five Hundred ($500) Dollars, plus the ıt 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, to exceed a period of thirty (30) days.
ı 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 granting under circumstances wherein an application is found by the granting authority to have violated Section A. above, and the applicant was d with an opportunity to appear before the granting authority. The granting authority may also issue a written warning to the applicant which shall be art 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 ın 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 tten notice is provided, file a Notice of Appeal with the City Clerk and have such matter reviewed by the Common Council.

ADMINISTRATIVE CHARGE FOR PROCESSING LICENSE/PERMIT APPLICATIONS

ı 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 wal of the application by applicant for administrative and processing costs, and the balance, if any, refunded to the applicant. Where the application ss than Twenty-five ($25) Dollars, the entire application fee shall be retained by the City for administrative and processing costs.

C7

SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION/NONPROFIT ORGANIZATION OR LIMITED LIABILITY COMPANY

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by the officer(s) of the corporation/organization or members/managers of a limited liability company and the recommendation made by the proper local official.

To the governing body of: ☐ Town ☐ Village ☒ City of Kenosha County of Kenosha

The undersigned duly authorized officer(s)/members/managers of N & S SOURCE INC
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as UP TOWN PANTRY
(trade name)

located at 6119 22nd Ave KENOSHA WI 53143

appoints NIHAL SINGH
(name of appointed agent)

8124 S. WYNONA DR. OAK CREEK WI 53143
(home address of appointed agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

☒ Yes ☐ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

N & S SOURCE INC KENOSHA WI

Is applicant agent subject to completion of the responsible beverage server training course? ☒ Yes ☐ No (Completed 08/12/13

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 6 YEARS

Place of residence last year 8124 S WYNONA DR OAK CREEK WI 53154

For: N & S SOURCE INC
(name of corporation/organization/limited liability company)

By: [signature]
(signature of Officer/Member/Manager)

And: _____
(signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

I, NIHAL SINGH (print/type agent's name), hereby accept this appointment as agent for the corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

NIHAL SINGH [signature] 02/21/2014 Agent's age [redacted]
(signature of agent) (date)

8124 S WYNONA DR OAK CREEK WI 53154 Date of birth [redacted]
(home address of agent)

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY
(Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on _____ (date) by _____ (signature of proper local official) Title _____ (town chair, village president, police chief)

AT-104 (R. 4-09) Wisconsin Department of Revenue

C7

AUXILIARY QUESTIONNAIRE
ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. [redacted]

Individual's Full Name *(please print)* *(last name)*	*(first name)*	*(middle name)*		
GILL	SAWINDER	KAUR		
Home Address *(street/route)*	Post Office	City	State	Zip Code
8124 S WYNONA DR		OAK CREEK	WI	53145
Home Phone Number	Age	Date of Birth	Place of Birth	
414-766-9987	[redacted]	[redacted]	INDIA	

The *above named individual* provides the following information as a person who is *(check one)*:

☐ Applying for an alcohol beverage license as an **individual.**

☐ A member of a **partnership** which is making application for an alcohol beverage license.

☐ Member *(Officer/Director/Member/Manager/Agent)* of N & S Source INC *(Name of Corporation, Limited Liability Company or Nonprofit Organization)*

which is making application for an alcohol beverage license.

The *above named individual* provides the following information to the licensing authority:

How long have you continuously resided in Wisconsin prior to this date? 7 Years

Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ..... ☐ Yes ☒ No

If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. *(If more room is needed, continue on reverse side of this form.)*

Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ..... ☐ Yes ☒ No

If yes, describe status of charges pending.

Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ..... ☐ Yes ☒ No

If yes, identify. *(Name, Location and Type of License/Permit)*

Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ..... ☐ Yes ☒ No

If yes, identify. *(Name of Wholesale Licensee or Permittee)* *(Address By City and County)*

Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Creation Technic	Oak Creek	2007	2011
Employer's Name	Employer's Address	Employed From	To
Subway	California	2001	2004

e undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The dersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under alty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

scribed and sworn to before me

21 day of February, 20 14

(Clerk/Notary Public)

(Signature of Named Individual)

commission expires 4-11-17

Printed on Recycled Paper

3 (R. 8-11)

Wisconsin Department of Revenue

C7

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

	CLASS "A" BEER (GROCERY STORE, LIQUOR STORE, GAS STATION)	✓	"CLASS A" LIQUOR (GROCERY STORE, LIQUOR STORE, GAS STATION)
	CLASS "B" BEER (RESTAURANT, BAR)		"CLASS B" LIQUOR (RESTAURANT, BAR)

1. Applicant Name N & S SOURCE INC Business Name VIP TOWN PANTRY

2. Property Information: Address 6119-22 AVE KENOSHA Owner NIHAL SINGH
LOF 531/93

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

3. Square footage of building 2500 Assessed value of property 243 900

4. Assessed value of personal property (furniture, fixtures, equipment to be used in the business) 22600

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

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

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

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

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

BEER 28,000

LIQUOR 35,000

FOOD 60,000

OTHER *(specify)* 15,000

TOTAL GROSS MONTHLY REVENUE 138,000

(OVER)

CITY OF KENOSHA STATEMENT OF ECONOMIC IMPACT – PAGE TWO

Applicant Name N & S SOURCE INC Business Name UP TOWN PANTRY

Property Information: Address 6119 22nd AVE KENOSHA WI 53143 Owner NIHAL SINGH

8. Explain how the issuance of this license will benefit the City: WE WILL PROVIDE SERVICE TO THE NEIGHBOUR HOOD

9. Explain why the business will have a substantial positive impact upon the surrounding properties: IT IS EXISTING BUSINESS ALREADY WITH RUNNING BUSINESS

10. Explain why the business have a significant, positive influence on the City economy: WE WILL GENERATE REVENUE

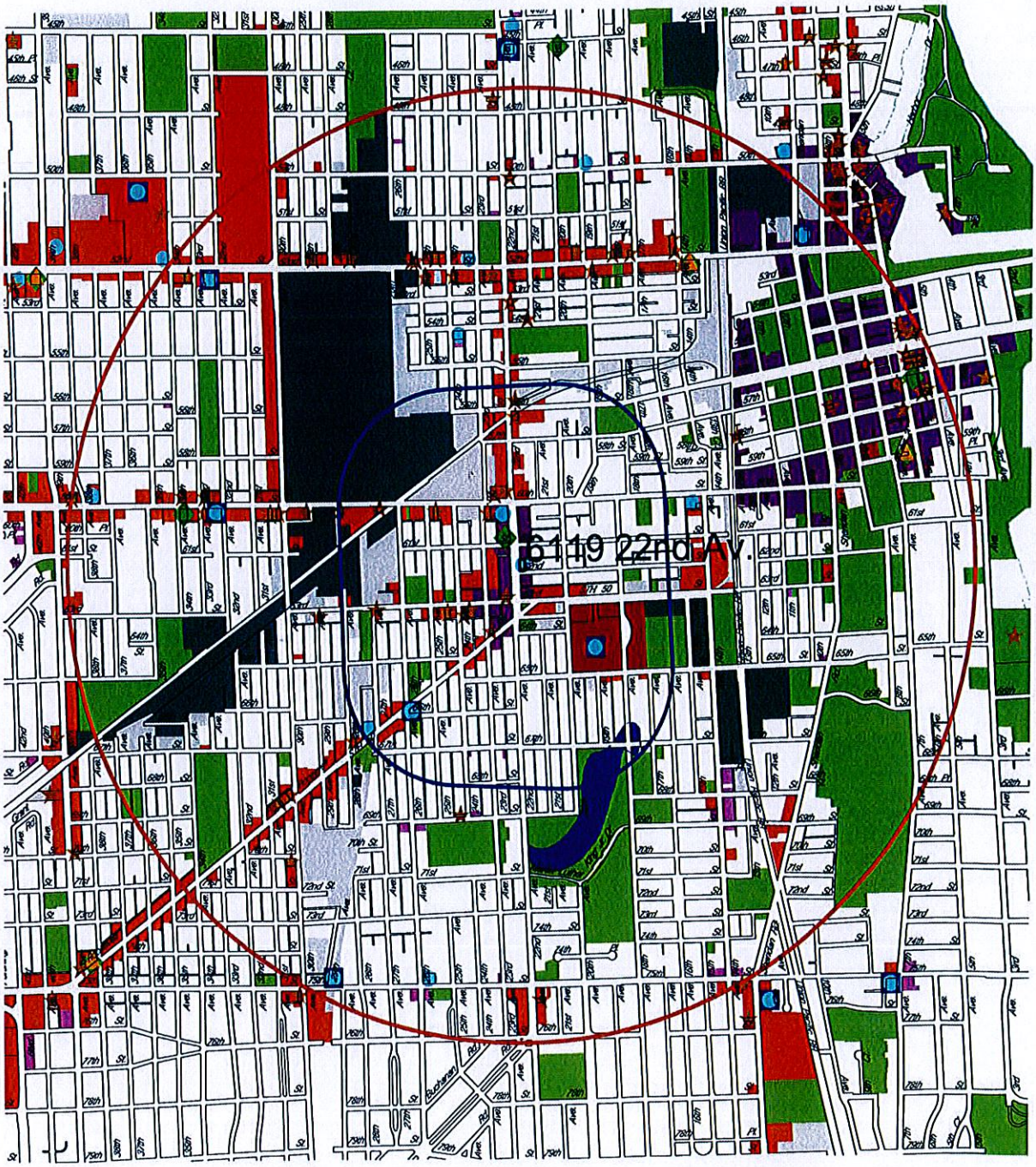
11. Has the applicant contacted the alderperson of the district where this business is located? YES JAN MICHALSKI

12. List other factors the Common Council should consider:

Applicant's Signature

City of Kenosha

"Class A" Retail Liquor Application
6119 22nd Avenue



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

Note: Residential Districts are not colored.

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

5,280 ft from Applicant — 6 blocks from Applicant

5,280 ft Radius	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	2	0
Business Districts	15	6	5	64	2
Other Districts	0	0	0	0	0

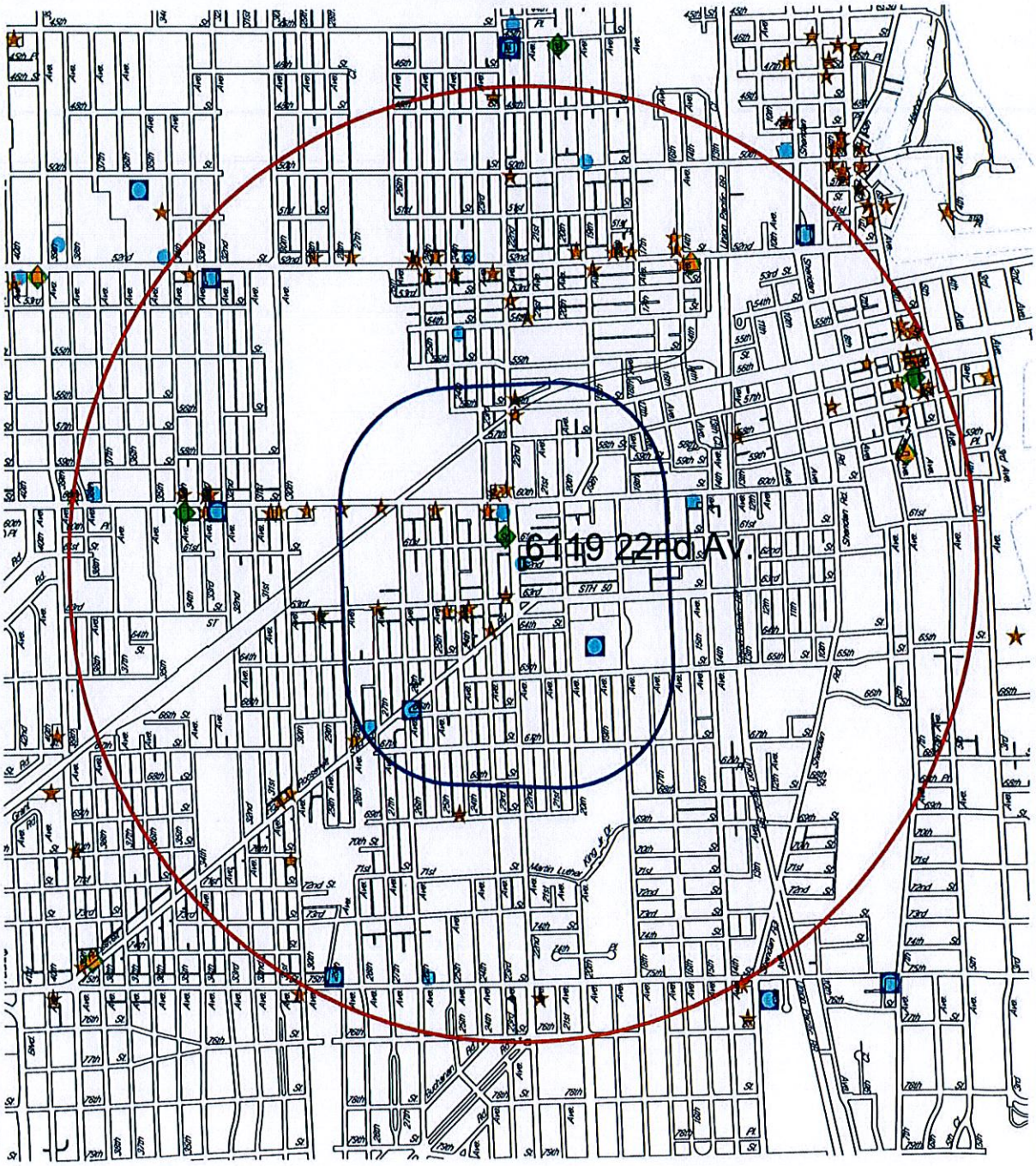
6 Block Radius	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	5	2	1	14	0
Other Districts	0	0	0	0	0

NORTH

0 1200'

City of Kenosha

"Class A" Retail Liquor Application
6119 22nd Avenue



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

5,280 ft from Applicant

6 blocks from Applicant

5,280 ft Radius	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	2	0
Business Districts	15	6	5	64	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	5	2	1	14	0
Other Districts	0	0	0	0	0

NORTH

0 1200'

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
2/20/2014	Georgina Posada		Expired
License Number	Address of Applicant	Business (where license is to be used)	Business Address
	6522-30th Avenue	Luminarias	6218-22nd Ave

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
12/13/2012	OPERATING W/O LICENSE	GUILTY	N	5

CITY ATTORNEY'S RECOMMENDATION	
Offense Demerit Points	5
Were all offenses listed on the application?	No=20
TOTAL DEMERIT POINTS	25

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION

[X] **GRANT,** Subject to [25] Demerit Points

[ ] **DENY,** based on material police record (substantially related to the license activity)

[ ] **DEFER or GRANT subject to** Non-Renewal Revocation due to False Application

C8

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning March 20 14;
ending July 20 14

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☑ City of } KENOSHA.

County of Kenosha Aldermanic Dist. No. 3 (if required by ordinance)

Applicant's Wisconsin Seller's Permit Number:	
Federal Employer Identification Number (FEIN):	
LICENSE REQUESTED ▶	
TYPE	FEE
☐ Class A beer	$
☑ Class B beer	$ 33 –
☐ Class C wine	$
☐ Class A liquor	$
☑ Class B liquor	$ 167 –
☐ Reserve Class B liquor	$
Publication fee	$ 46 –
TOTAL FEE	$ 246 —

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

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

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

	Title	Name	Home Address	Post Office & Zip Code
President/Member	OWNER	Georgina Posada	6522 30th AVE	53142
Vice President/Member				
Secretary/Member				
Treasurer/Member				
Agent ▶				
Directors/Managers				

3. Trade Name ▶ Banquet hall LUMINARIAS Business Phone Number (262) 551-7547
4. Address of Premises ▶ 6218-22 AVE KENOSHA WI Post Office & Zip Code ▶ 53142
5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☑ Yes ☐ No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☑ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☑ No
8. (a) **Corporate/limited liability company applicants only:** Insert state NIA and date _____ of registration.
   (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☑ No
   (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☑ No
   (NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)
9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) basement (STORAGE) Bar (1ST FL)
10. Legal description (omit if street address is given above): _____
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☐ Yes ☑ No
    (b) If yes, under what name was license issued? _____
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] ☑ Yes ☐ No
13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (608) 266-2776] ☑ Yes ☐ No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☑ Yes ☐ No

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

SUBSCRIBED AND SWORN TO BEFORE ME
this 20th day of Feb. 20 14
John R Contreras
(Clerk/Notary Public)
My commission expires Nov. 05, 2

JOHN R. CONTRERAS NOTARY PUBLIC STATE OF WISCONSIN

GEORGINA POSADA
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

(Additional Partner(s)/Member/Manager of Limited Liability Company (if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 2/27/14	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

AT-105 (R. 1-12) Wisconsin Department of Revenue

C 8

AUXILIARY QUESTIONNAIRE
ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. [redacted]

Individual's Full Name *(please print)* *(last name)*	*(first name)*	*(middle name)*		
POSADA	GEORGINA			
Home Address *(street/route)*	Post Office	City	State	Zip Code
6522 30TH AVE		Kenosha	WI	53142
Home Phone Number	Age	Date of Birth	Place of Birth	
262-551-7547	[redacted]		MX	

The *above named individual* provides the following information as a person who is *(check one)*:

☒ Applying for an alcohol beverage license as an **individual**.

☐ A member of a **partnership** which is making application for an alcohol beverage license.

☐ _____ of _____
(Officer/Director/Member/Manager/Agent) *(Name of Corporation, Limited Liability Company or Nonprofit Organization)*

which is making application for an alcohol beverage license.

The *above named individual* provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? 17 YRS
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ..... ☐ Yes ☑ No
   If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. *(If more room is needed, continue on reverse side of this form.)*
   _____
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ..... ☐ Yes ☑ No
   If yes, describe status of charges pending. _____
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ..... ☐ Yes ☑ No
   If yes, identify. _____
   (Name, Location and Type of License/Permit)
5. Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ..... ☐ Yes ☑ No
   If yes, identify.
   _____ *(Name of Wholesale Licensee or Permittee)* _____ *(Address By City and County)*
6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
None			
Employer's Name	Employer's Address	Employed From	To

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Subscribed and sworn to before me

this 20TH day of Feb, 2014

John R. Contreras
(Clerk/Notary Public)

JOHN R. CONTRERAS NOTARY PUBLIC STATE OF WISCONSIN

GEORGINA POSADA
(Signature of Named Individual)

My commission expires Nov 05, 2014

Printed on Recycled Paper

AT-103 (R. 6-11)

Wisconsin Department of Revenue

C8

APPLICANT'S REPORT - POLICE RECORD

Name Georgina Posada Address 6522 30th ave

Date of Birth 11/28/75 License/Permit Applied For Beer/Liquor

Driver's License Number [redacted]

(MUST INDICATE IF THIS IS NOT A WISCONSIN DL)

Applicant must truly, correctly and completely answer the following questions, or in the alternative, subject themselves to the penalties specified in §1.22 of the Code of General Ordinances, a copy of which is printed on the reverse side of this application. In the event the information is untrue, incorrect, and/or incomplete it will be denied. **Applicant must also be aware that the first twenty-five ($25) dollars of the application fee for any license/permit shall be forfeited in the event of denial or withdrawal of the application for administrative and processing costs, as specified in §1.22 of the Code of General Ordinances, a copy of which is printed on the reverse side of this application.**

Have you, as an adult, ever been convicted or 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:

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:

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:

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

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:

- OVER -

C8

i. 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:

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:

N/A House wife

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

6522 30th Ave Kenosha WI

3205 27th ST #12 Kenosha WI

plicant's Signature GEORGINA ROSADA Date 2/20/14

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

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

:nalty

ıy person violating Subsection A. above, shall, upon conviction thereof, be subject to a forfeiture not to exceed Five lred ($500) Dollars, plus the payment of the costs of prosecution, and, in default of the timely payment thereof, shall be nitted to the County Jail until such forfeiture has been paid, but not to exceed a period of thirty (30) days. 2) The se or permit granting authority may grant, but withhold the issuance of, any license or permit for a period not to exceed (30) days from the date of granting under circumstances wherein an application is found by the granting authority to violated Section A. above, and the applicant was provided with an opportunity to appear before the granting authority. granting authority may also issue a written warning to the applicant which shall be made part of their license/permit d for two (2) consecutive license/permit years.

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

5 ADMINISTRATIVE CHARGE FOR PROCESSING LICENSE/PERMIT APPLICATIONS

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

C8

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

	CLASS "A" BEER (GROCERY STORE, LIQUOR STORE, GAS STATION)		"CLASS A" LIQUOR (GROCERY STORE, LIQUOR STORE, GAS STATION)
X	CLASS "B" BEER (RESTAURANT, BAR)	X	"CLASS B" LIQUOR (RESTAURANT, BAR)

1. Applicant Name Georgina Posada Business Name Banquet Hall Luminarias

2. Property Information: Address 6218 22nd Ave Owner Georgina Posada

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

3. Square footage of building 4,875 Assessed value of property 279,000

4. Assessed value of personal property (furniture, fixtures, equipment to be used in the business) 2,000

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

Number of Full Time Employees Ø Number of Part Time Employees Ø

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

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

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

BEER $600.00

LIQUOR $400.00

FOOD N/A

OTHER *(specify)* Hall Rental $1,200

TOTAL GROSS MONTHLY REVENUE $2,200.00

(OVER)

C8

CITY OF KENOSHA STATEMENT OF ECONOMIC IMPACT – PAGE TWO

Applicant Name: Georgina Posada Business Name: Bayou Hall Lounge

Property Information: Address: 6218 22nd Ave Owner: Georgina Posada

8. Explain how the issuance of this license will benefit the City: It will generate more taxable income for the city.

). Explain why the business will have a substantial positive impact upon the surrounding properties: It will ovide a better image than a bar would. It's something r family events.

0. Explain why the business have a significant, positive influence on the City economy: Bringing more income the city. Therefore more taxes. Also, providing employment for few residents in the future.

1. Has the applicant contacted the alderperson of the district where this business is located? yes.

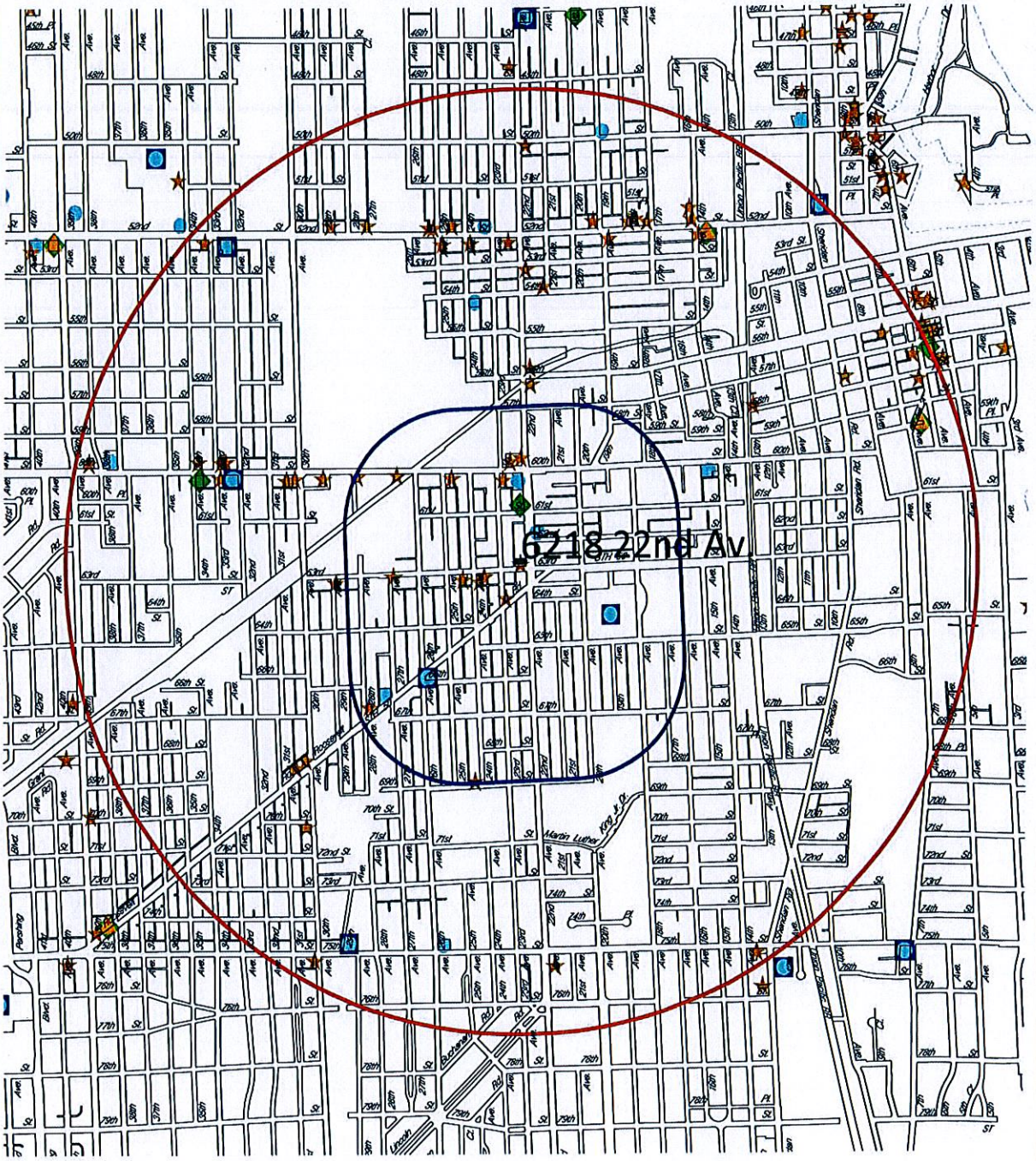
2. List other factors the Common Council should consider: In the future, we would like give a better image on the outside view for 22nd Ave. ie building was abandoned for years, it needed attention. e are trying to put it to use for the community's family's ents to take place.

Applicant's Signature GEORGINA POSADA.

C8

City of Kenosha

Class "B" Beer/"Class B" Liquor Combination Application
6218 22nd Avenue



Class "A" | "Class A" | Class "B" | Class "B" & "Class B" | "Class C"

5,280 ft from Applicant

5,280 ft Radius	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	1	0
Business Districts	15	6	5	56	2
Other Districts	0	0	0	0	0

6 blocks from Applicant

6 Block Radius	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	1	0
Business Districts	5	2	1	14	0
Other Districts	0	0	0	0	0

NORTH

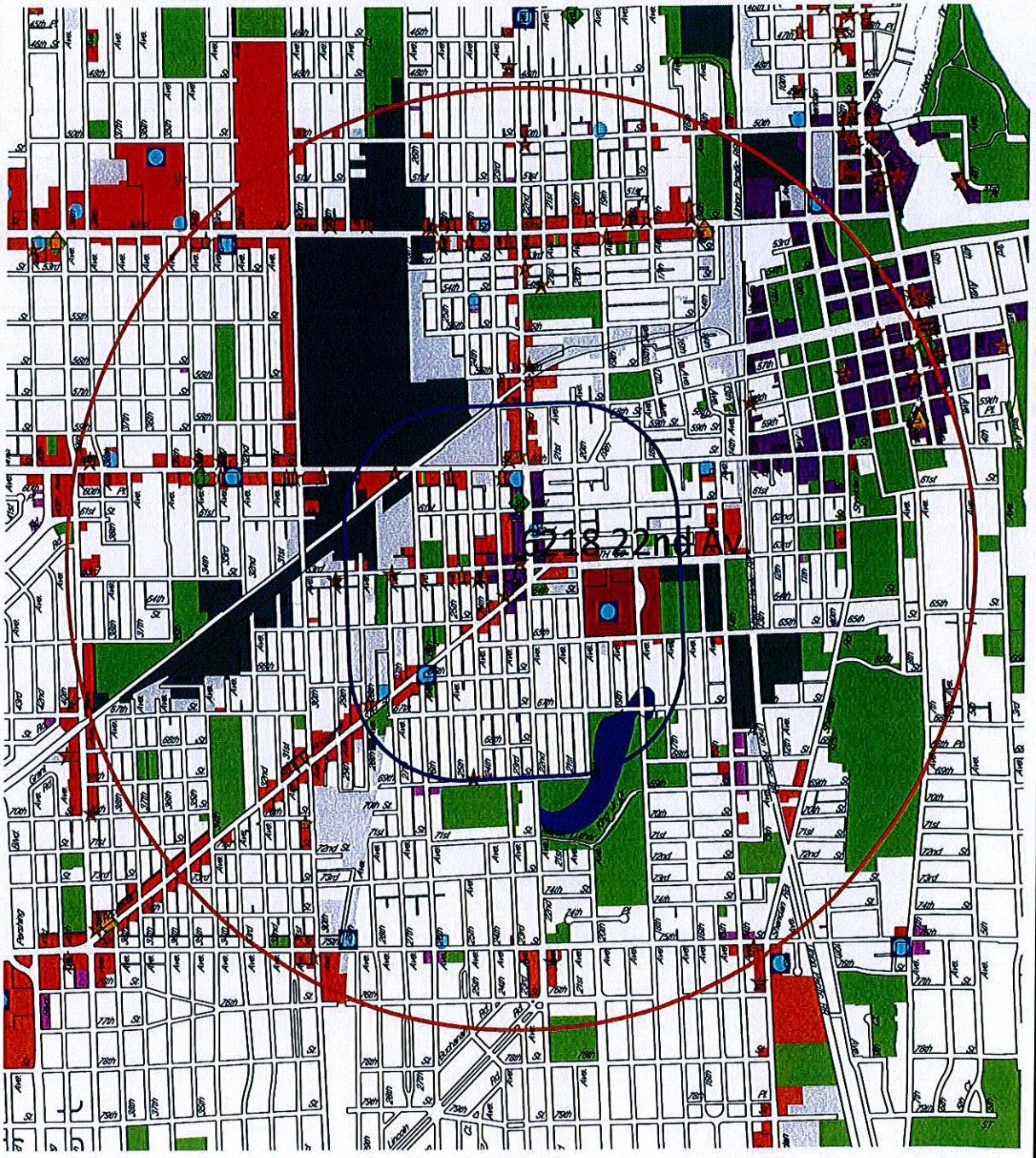
0 1200'

DCDI ~ City Clerk-Treasurer ~ DS ~ MN ~ March 3, 2014 ~ mc

C8

City of Kenosha

Class "B" Beer/"Class B" Liquor Combination Application
6218 22nd Avenue



Class "A" | "Class A" | Class "B" | Class "B" & "Class B" | "Class C"

Note: Residential Districts are not colored.

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

5,280 ft from Applicant

5,280 ft Radius	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	1	0
Business Districts	15	6	5	56	2
Other Districts	0	0	0	0	0

6 blocks from Applicant

6 Block Radius	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	1	0
Business Districts	5	2	1	14	0
Other Districts	0	0	0	0	0

NORTH

0 1200'

DCPL - City Clerk-Treasurer - DS - MN - March 3, 2014 - mc

C9

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning April 8 20 14 ;
ending June 30 20 14

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

County of Kenosha Aldermanic Dist. No. 3 (if required by ordinance)

Applicant's Wisconsin Seller's Permit Number: 1028623071	
Federal Employer Identification Number (FEIN):	
LICENSE REQUESTED ▶	
TYPE	FEE
☐ Class A beer	$
☒ Class B beer	$ 75—
☐ Class C wine	$
☐ Class A liquor	$
☒ Class B liquor	$ 75—
☐ Reserve Class B liquor	$
Publication fee	$ 46—
TOTAL FEE	$ 196—

1. The named ☐ INDIVIDUAL ☐ PARTNERSHIP ☒ LIMITED LIABILITY COMPANY ☐ CORPORATION/NONPROFIT ORGANIZATION hereby makes application for the alcohol beverage license(s) checked above.
2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): ▶ THE AGAVE LUNA AZUL LLC

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

	Title	Name	Home Address	Post Office & Zip Code
President/Member	Member	GRACIELA MARTINEZ	6111-31st AVE	KENOSHA 53142
Vice President/Member	Member	JOSE OCHOA	6111-31st AVE	KENOSHA WI
Secretary/Member				
Treasurer/Member				
Agent ▶	JOSE OCHOA			
Directors/Managers				

3. Trade Name ▶ THE AGAVE LUNA AZUL Business Phone Number (262) 344-9754 (262) 412-3732
4. Address of Premises ▶ 2227 - 60th STREET Post Office & Zip Code ▶ KENOSHA, WI 53140
5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ..... Completed 3/6/14 ☒ Yes ☐ No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? ..... ☐ Yes ☒ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ..... ☐ Yes ☒ No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date 3/5/14 of registration.
   (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ..... ☐ Yes ☒ No
   (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ..... ☐ Yes ☒ No

   (NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)
9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Basement, 1st floor Bar & Restaurant
10. Legal description (omit if street address is given above):
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ..... ☒ Yes ☐ No
    (b) If yes, under what name was license issued? BOMBAY Louie's International, INC.
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8664] ..... ☒ Yes ☐ No
13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (608) 266-2776] ..... ☒ Yes ☐ No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? .. ☒ Yes ☐ No

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 17th day of March, 2014

(Clerk/Notary Public)

My commission expires 8-10-14

(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual) JOSE OCHOA, MEMBER

(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 3/21/14	Date reported to council/board	Date provisional license issued	Signature of Clerk/Deputy Clerk
Date license granted mr	Date license issued	License number issued	

AT-106 (R. 1-12) Wisconsin Department of Revenue

C9

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

[ ]	CLASS "A" BEER (GROCERY STORE, LIQUOR STORE, GAS STATION)	[ ]	"CLASS A" LIQUOR (GROCERY STORE, LIQUOR STORE, GAS STATION)
[X]	CLASS "B" BEER (RESTAURANT, BAR)	[X]	"CLASS B" LIQUOR (RESTAURANT, BAR)

1. Applicant Name The Agave Luna Azul, LLC Business Name The Agave Luna Azul.

2. Property Information; Address 2227-60th St Owner RAKHI, LLC

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

3. Square footage of building 8,265 Assessed value of property $265,500

4. Assessed value of personal property (furniture, fixtures, equipment to be used in the business). They're included in on lease agreement

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

   Number of Full Time Employees (4) Number of Part Time Employees (2)

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

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

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

   BEER 4,000

   LIQUOR 8,000

   FOOD 43,000

   OTHER *(specify)*

   TOTAL GROSS MONTHLY REVENUE 55,000

(OVER)

C9

CITY OF KENOSHA STATEMENT OF ECONOMIC IMPACT - PAGE TWO

Applicant Name: The AGAVE LUNA ANIL LLC Business Name: The AGAVE LUNA AZUL LLC

Property Information: Address: 2327-60th St Owner: RANCHI LLC

Kenosha WI 53140

8. Explain how the issuance of this license will benefit the City: Increase or replace 6 jobs at this facility

9. Explain why the business will have a substantial positive impact upon the surrounding properties: a Vacant Business is not good - We have assumed all exterior maintenance obligations

10. Explain why the business have a significant, positive influence on the City economy: The 6 jobs created and exterior beautification by way of our marketing requirements

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

2. List other factors the Common Council should consider:

The growing acceptance of Mexican/Spanish cuisine adds choices in this area for diners.

Applicant's Signature: Jose Ochoa Member

C9

LICENSE SURRENDER

STATE OF WISCONSIN
KENOSHA COUNTY } SS

Bombay Louie's International, Inc
(Individual/Partners/Corporation Name)

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

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

Affiant will surrender said license #(s) 140084 to the City Clerk.

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

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

Affiant will surrender said license(s) # 140084, to the City Clerk

prior to the time a license is issued to The Agave Luna Azul, LLC

and provide further that a license is granted to The Agave Luna Azul, LLC the person herein designated.

Kristyna Nicole
Individual/Partner/President of Corporation Partner/Corporate Officer

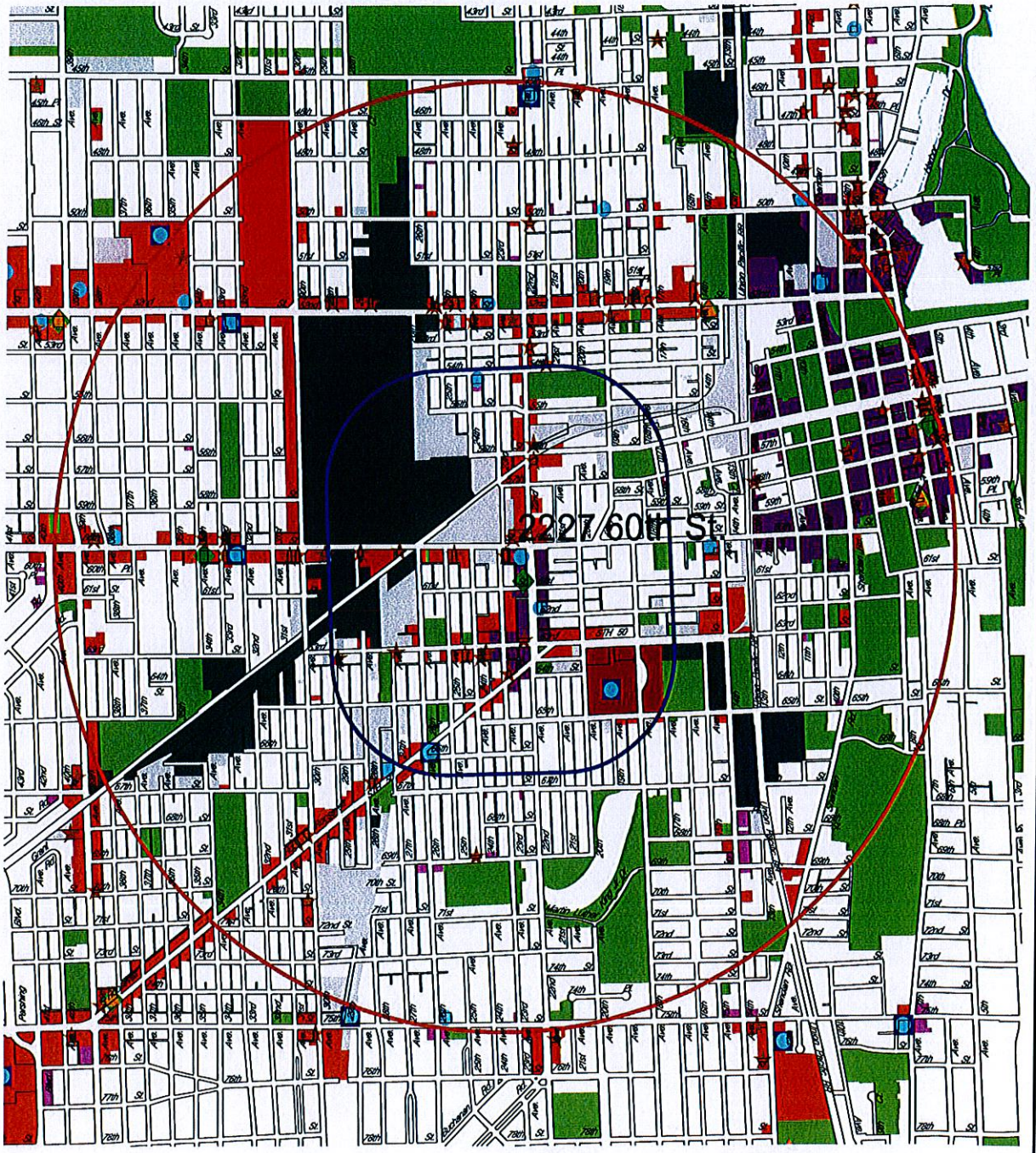
Subscribed and sworn to before me this 26 day of March, 2014

Michelle L Nelson
Notary Public
Kenosha County, Wisconsin
My Commission Expires: 4-11-17

C9

City of Kenosha

Class "B" Beer / "Class B" Liquor Application
2227 60th 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	2	0
Business Districts	18	7	5	64	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	5	2	1	15	0
Other Districts	0	0	0	0	0

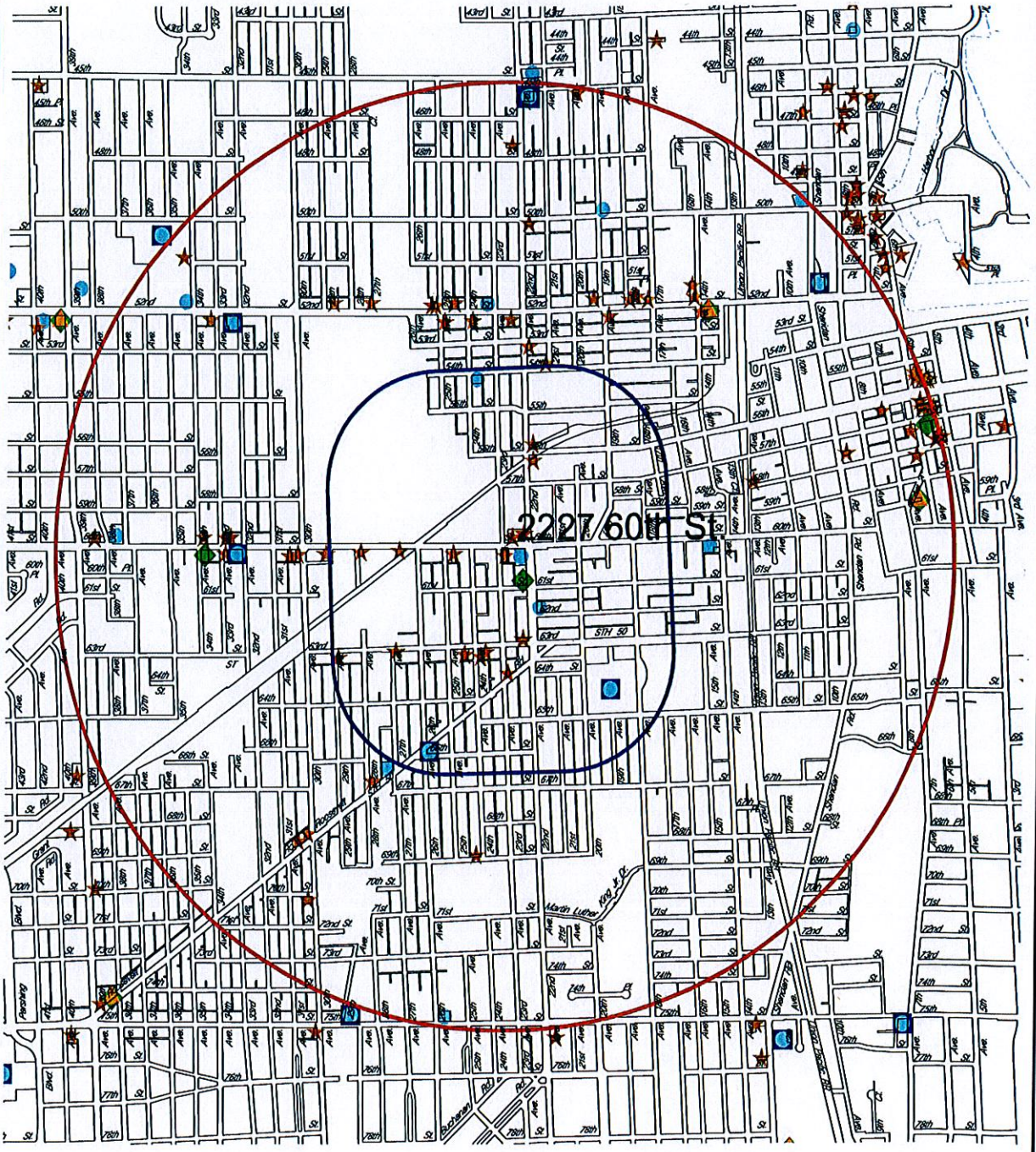
NORTH

0 1200'

C9

City of Kenosha

Class "B" Beer / "Class B" Liquor Application
2227 60th 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 "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	2	0
Business Districts	18	7	5	64	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	5	2	1	15	0
Other Districts	0	0	0	0	0

NORTH

0 1200'

C10

FILED	3/21
INITIALS	
ADVERSE/NO ADV	
LP	
CC	

OUTDOOR EXTENSION
PERMANENT
of Class "B", "Class B", and/or "Class C" License(s)

Type: 210 Fee: $150.00

1. Licensee: THE AGAVE LUNA AZUL, LLC District # 3
   Note: must be same name as beer/liquor license

2. Trade Name & Address: 2227- 60th St Kenosha WI

3. Contact Person: Jose Ochoa Phone: 262-344-9754 Email: _____
   (correspondence will be via email if address is given)

4. Type of activity planned for the outdoor area: outdoor dining

5. A detailed map (site plan) and two (2) pictures describing the outdoor area is required. ☒ map ☒ pictures
   If assistance is needed, contact Mike Callovi (Community Development & Inspections) at 653-4032 to schedule an appointment. (see example attached to this application)

6. A fence not less than four (4') feet high and no greater than six (6') feet high is required to surround the outdoor area within the description of the Class "B", "Class B" and/or "Class C" licensed premises.

   a. If a fence will surround the outdoor area, complete the Fence Permit Application in Room 100 (CDI) and attach a copy to this application. Existing Fence.
   -OR-
   b. The Common Council may waive the fence requirement where the licensed premises is operated as a RESTAURANT within the meaning of Section 5.3046 A.10 (of the Code of General Ordinances): Complete "Waiver A" Fence Waiver. ☐ attached

7. The closing hours for an outdoor extension are 10:00 P.M. TO 8:00 A.M. You may request to change these hours to12:00 midnight to 8:00 am . ☐ application attached

To be completed by The Community Development & Inspections Department:

Zoning Classification: B-3 (If SFR, choose required **Waiver** ☐ **B2** (restaurant) or ☐ **B3** (outdoor dining)

The outdoor area sought is 210 ft from any single-family dwelling*

If less than 25ft: choose required **Waiver** ☐ **B1** (institutional), ☐ **B2** (restaurant), or ☐ **B3** (outdoor dining) -OR-

*** N/A** ☐ if 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.

The outdoor area has a boundary:

☒ within 300 ft of any residentially zoned property.
*Non-amplified music/entertainment is allowed in outdoor area 10:00am to 9:00pm with a cabaret license. **

☐ greater than 300 ft but less than 750 ft of any residentially zoned property.
*Non-amplified music/entertainment is allowed in outdoor area 10:00am to 10:00pm with a cabaret license. **

☐ greater than 750 ft of any residentially zoned property.
*Music/entertainment (including amplified) is allowed in outdoor area 10:00am to 1:00am (or earlier in accordance with the closing time of the outdoor extension) with a cabaret license. **

CDI Staff Member: _____ **Date:** 25 March '14

***Amplified music and sound shall not be permitted in an Outdoor Dining Area (Sec. 5.046) or Outdoor Cafe Area (Sec. 10.076)**

PLEASE NOTE: Be sure to include appropriate attachments/waivers and file with the City Clerk's office no later than fourteen (14) days before final action of the Common Council. Meetings are held the 1st and 3rd Mondays of each month. 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.

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)

3-19-14

(Individual/Partner/Member) Date

(Partner/Member) Date

I have received a copy of the NOTICE pertaining to LICENSE/PERMIT APPLICATIONS from the City Clerk's Office G. M. M.
(Applicant's Initials)

C10

"WAIVER B"
WAIVER OF PROHIBITIONS SET FORTH
IN §10.075 D.1 AND D.3 OF THE CODE OF GENERAL ORDINANCES

OUTDOOR EXTENSION
CITY ORDINANCE §10.075

The Agave Luna Azul, LLC
Licensee Name

The Agave Luna Azul
Trade Name

2227 60th Street Kenosha, WI 53140
Trade Address

Applicant has applied for an extension of their Retail Class "B" Fermented Malt Beverage, "Class B" Liquor, and/or "Class C" Wine Licenses in accordance with §10.075 of the Code of General Ordinances and requests a waiver of all of the prohibitions set forth in Section D(1) and D(3) thereof because the licensed premises, including the outdoor area:

B1. ☐ is located wholly within an area in the City zoned Institutional.

B2. ☒ is operating as a restaurant, with the sale of alcoholic beverages accounting for less than fifty (50%) percent of the establishment's gross receipts (as defined by Section 5.046 A.9. Of the Code of General Ordinances).

B3. ☐ is licensed by the City of Kenosha for Outdoor Dining.

Please find below a list of names and addresses of all property owners residing within 25 feet of the boundaries of the outdoor area sought to be included within the description of the Retail Class "B" Beer,"Class B" Liquor, and/or "Class C" Wine licensed premises.

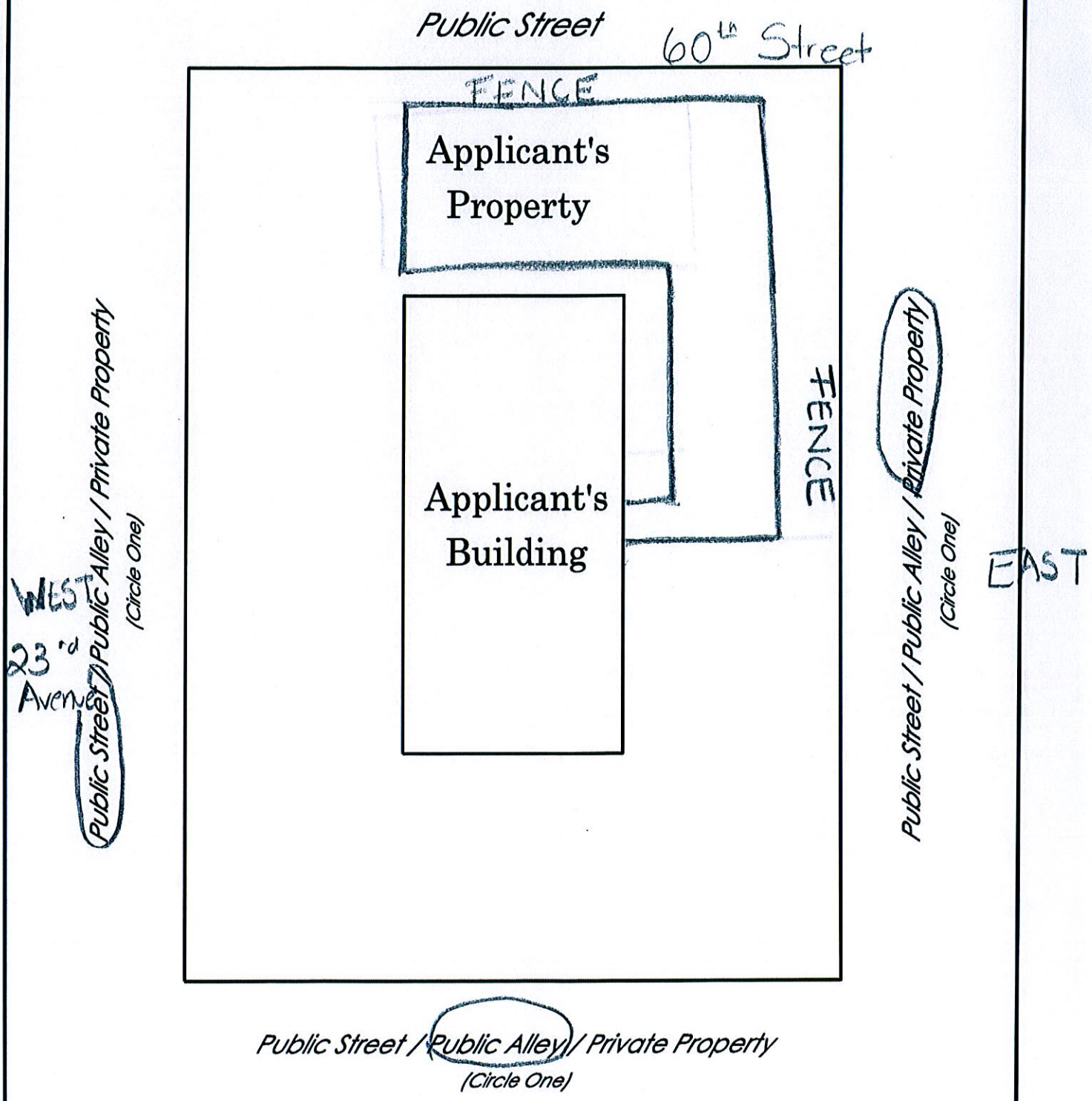
Frank Martin Jr. 03-21-14
(Individual/Partner/Member) Date

(Partner/Member) Date

C10

City of Kenosha
Site Plan for Outdoor Extension

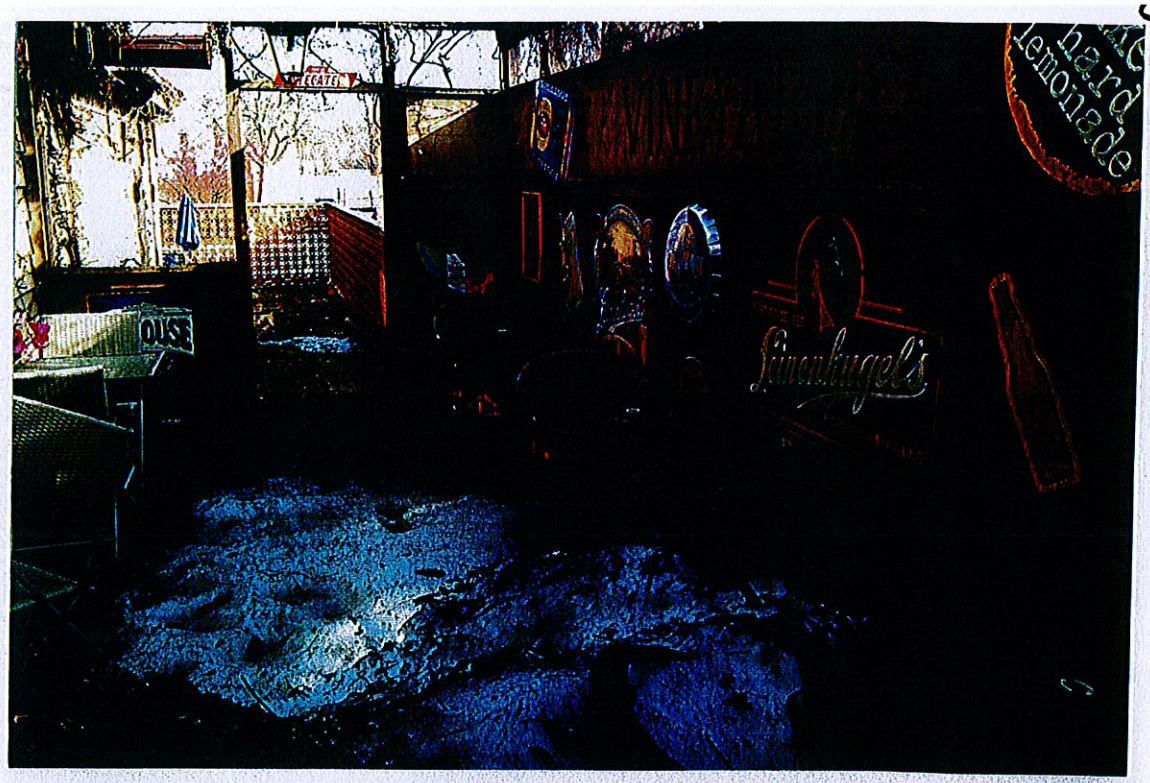
NORTH



SOUTH

Draw the location of all fences, tents, entrances/exits, security measures, bars, and music stages. Also provide measurements where appropriate.

DCDI ~ City Clerk-Treasurer ~ DS ~ MN ~ November 26, 2013 ~ mc


hard
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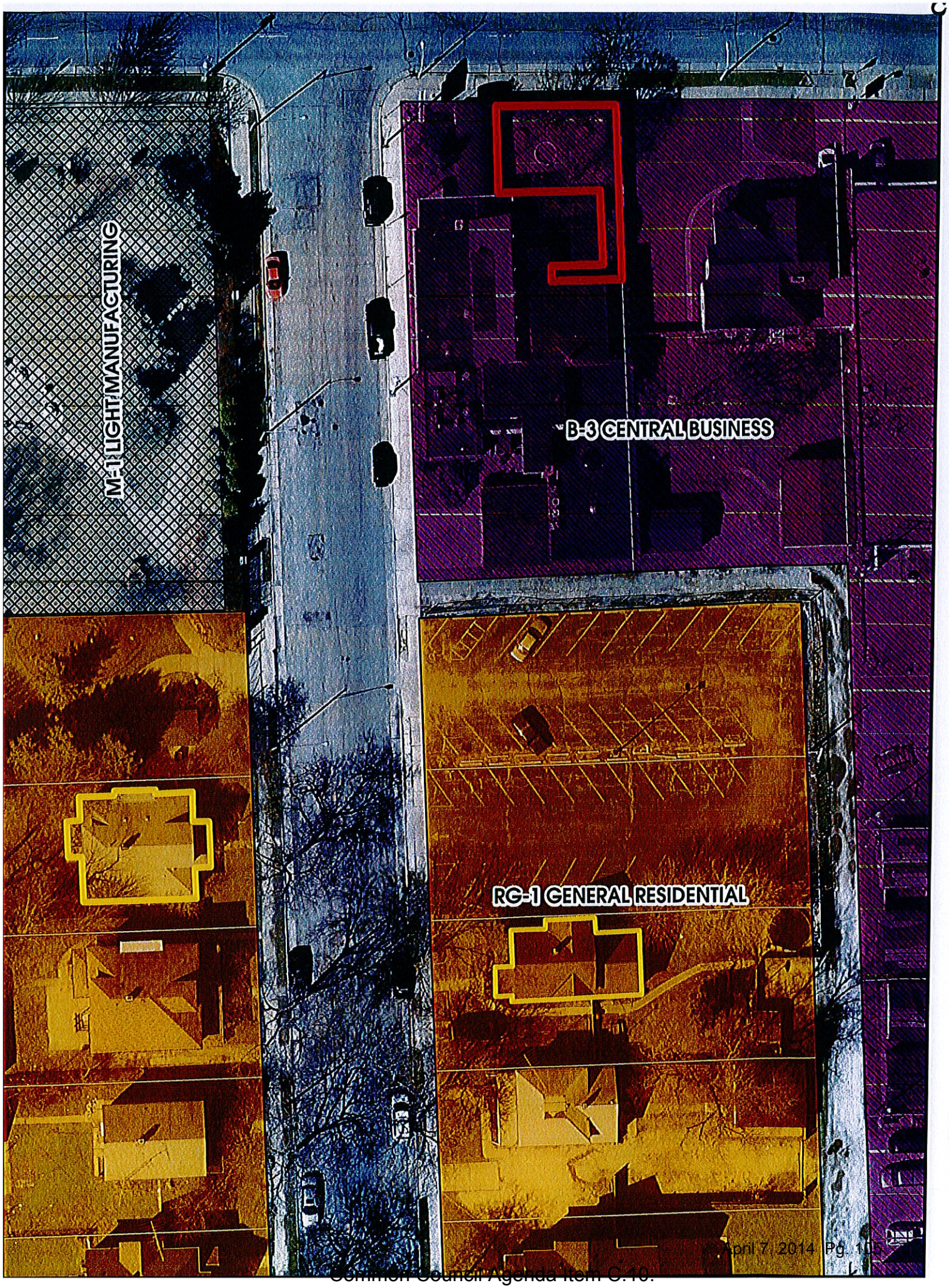
OUT


M-1 LIGHT MANUFACTURING
B-3 CENTRAL BUSINESS
RG-1 GENERAL RESIDENTIAL

CHANGE OF AGENT FEE $10.00

SCHEDULE FOR SUCCESSOR OF AGENT

District 2

If there is a change in agent, each club, corporation, or limited liability company who holds a retail permit to sell fermented malt beverages and/or intoxicating liquor must appoint a successor agent pursuant to sec. 125.04(6), Wis. Stats. The following questons must be answered by the Agent. The appointment must be signed by the President and Secretary or members of limited liability company. The apppointment must be approved by the proper local official.

Kenosha (Municipality) Wisconsin 3-12- (Date) 2014

1. Name of agent Joshua M. Devore
2. Are you of legal drinking age? ☑ Yes ☐ No
3. Have you been a resident of Wisconsin for at least 90 continuous days prior to the date of appointment as agent? ☑ Yes ☐ No
4. Have you ever been convicted of a federal law violation? ☐ Yes ☑ No State law violation? ☐ Yes ☑ No
   Local ordinance violation? ☐ Yes ☑ No Explain
5. Previous occupation Boutcher

UNDER PENALTY OF LAW, I declare that all of the above information is true and correct to the best of my knowledge and belief.

Yash, LLC
Mobil Gas
4924 Sheridan Rd

(Signature of Agent)

2916 24th Ave Kenosha, WI 53140
(Address)

SUCCESSOR AGENT

The undersigned appoints Joshua M. Devore as agent in accordance with sec. 125.04(6), Wis. Stats.

Name of Permittee DAKSHA PATEL

Date 3-12 2014

By (Signature of President/Member)

(Signature of Secretary/Member)

hereby accept appointment as agent for Joshua M. Devore and assume ull responsibility or the conduct of the business relative to fermented malt beverages and intoxicating liquors.

ate 3-12 2014

(Signature of Agent)

HE AGENT APPOINTED ABOVE MUST BE APPROVED AS FOLLOWS:
) In towns, by the Town Chairman
) In villages, by the President of the Village
) In cities, by the Chief of Police
ne appointment above is herewith approved.

(Municipality) Wis., (Date) 20

(Signature of Official)

(Title)

C11

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
3/12/2014	Josh Devore		Valid Illinois DL
License Number	Address of Applicant	Business (where license is to be used)	Business Address
	2916-24th Ave	YASH LLC	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
12/10/2013	DRUG/POSSESS MARIJUANA 1962610	DISPO PENDING	N	25
12/10/2013	DRIVING WHILE INTOXICATED V844207	DISPO PENDING	Y	50
12/10/2013	OPERATING WHILE SUSPENDED T536270	DISPO PENDING	N	10
5/23/2013	NO OPER LICENSE - PRIOR AGENT JOSIC	GUILTY		
8/22/2013	SALE TO U/A - PRIOR AGENT JOSIC	GUILTY		
11/7/2013	SALE TO U/A - PRIOR AGENT JOSIC	GUILTY		
2/6/2013	SALE TO U/A - PRIOR AGENT JOSIC	GUILTY		
3/11/2013	SALE TO U/A - PRIOR TEMPORARY AGENT BUDD	PENDING		

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	85	1. O'DONNELL
Were all offenses listed on the application?	N – 20	2. SHAWN JOSIC
TOTAL DEMERIT POINTS	105	3. TRAVIS BUDD

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION

[ ] **GRANT**, Subject to [ ] Demerit Points

[X] **DENY, based on material police record and False Application**

[ ] **DEFER or GRANT subject to** Non-Renewal Revocation due to False Application

E-MAILED MAR 21 REC'D

3/31 C12

CHANGE OF AGENT FEE $10.00

SCHEDULE FOR SUCCESSOR OF AGENT

District 2

If there is a change in agent, each club, corporation, or limited liability company who holds a retail permit to sell fermented malt beverages and/or intoxicating liquor must appoint a successor agent pursuant to sec. 125.04(6), Wis. Stats. The following questons must be answered by the Agent. The appointment must be signed by the President and Secretary or members of limited liability company. The apppointment must be approved by the proper local official.

Kenosha (Municipality) Wisconsin 3-21 (Date) 2014

1. Name of agent Janet Lee Fenn
2. Are you of legal drinking age? ☒ Yes ☐ No
3. Have you been a resident of Wisconsin for at least 90 continuous days prior to the date of appointment as agent? ☒ Yes ☐ No
4. Have you ever been convicted of a federal law violation? ☐ Yes ☒ No State law violation? ☐ Yes ☒ No
   Local ordinance violation? ☒ Yes ☐ No Explain loitering / underage on premises
   Court date 4-2-14
5. Previous occupation Speedway Assistant manager

UNDER PENALTY OF LAW, I declare that all of the above information is true and correct to the best of my knowledge and belief.

(Signature of Agent)

3007-85th St. Apt. #7 (Address)

SUCCESSOR AGENT

The undersigned appoints Janet Fenn as agent in accordance with sec. 125.04(6), Wis. Stats.

Name of Permittee Bindelli's Adv. Inc ~~Bindelli's City Zoo, Inc.~~

Date 3/21 2014

By (Signature of President/Member)

Bindelli's Adventure, Inc
Bindelli's City Zoo
4601-7th Ave ~~Bindelli's Adv. Inc~~

(Signature of Secretary/Member)

I hereby accept appointment as agent for ~~Bindelli's City Zoo, Inc~~ and assume full responsibility or the conduct of the business relative to fermented malt beverages and intoxicating liquors.

Date 3-21 2014

(Signature of Agent)

THE AGENT APPOINTED ABOVE MUST BE APPROVED AS FOLLOWS:
(a) In towns, by the Town Chairman
(b) In villages, by the President of the Village
(c) In cities, by the Chief of Police
The appointment above is herewith approved.

(Municipality) Wis., (Date) 20

(Signature of Official)

(Title)

AT-107a (R. 9-08)

Wisconsin Department of Revenue

C12

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
3/21/2014	Janet Fenn		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
	3007-85th Street, #7	Bindelli's City Zoo	4601-7th Ave

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
12/1/2013	Liquor, Minor Loiter In Tavern Pretrial 04/02/14 – Occurred at Safari	DISPO PENDING	Y	N/A

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	0	
Were all offenses listed on the application?	Y	
TOTAL DEMERIT POINTS	0	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION

[X] **GRANT**, Subject to [0] Demerit Points

[ ] **DENY**, based on material police record (substantially related to the license activity)

[ ] **DEFER or GRANT subject to** Non-Renewal Revocation due to False Application

E-MAILED MAR 21 REC'D

LP 3/31

C13

CHANGE OF AGENT FEE $10.00

SCHEDULE FOR SUCCESSOR OF AGENT

District 3

If there is a change in agent, each club, corporation, or limited liability company who holds a retail permit to sell fermented malt beverages and/or intoxicating liquor must appoint a successor agent pursuant to sec. 125.04(6), Wis. Stats. The following questons must be answered by the Agent. The appointment must be signed by the President and Secretary or members of limited liability company. The apppointment must be approved by the proper local official.

Kenosha (Municipality) Wisconsin 3-21 (Date) 20 14

1. Name of agent Janet Lee Fenn
2. Are you of legal drinking age? ☒ Yes ☐ No
3. Have you been a resident of Wisconsin for at least 90 continuous days prior to the date of appointment as agent? ☒ Yes ☐ No
4. Have you ever been convicted of a federal law violation? ☐ Yes ☒ No State law violation? ☐ Yes ☒ No
   Local ordinance violation? ☒ Yes ☐ No Explain loitering/underage on Premises
   Court date 4-2-14
5. Previous occupation Speedway Assistant Manager

UNDER PENALTY OF LAW, I declare that all of the above information is true and correct to the best of my knowledge and belief.

(Signature of Agent)

3007-85th St. Apt #7
(Address)

SUCCESSOR AGENT

The undersigned appoints Janet Fenn as agent in accordance with sec. 125.04(6), Wis. Stats.

Name of Permittee ~~Sidney~~ Bindelli's Safari Inc

Date 3/21 20 14

By Sidney Bindelli
(Signature of President/Member)

Bindelli's Safari, Inc.
Bindelli's Safari
2232 Roosevelt

(Signature of Secretary/Member)

I hereby accept appointment as agent for Bindelli's Safari Inc and assume full responsibility or the conduct of the business relative to fermented malt beverages and intoxicating liquors.

Date 3-21 20 14

(Signature of Agent)

THE AGENT APPOINTED ABOVE MUST BE APPROVED AS FOLLOWS:
(a) In towns, by the Town Chairman
(b) In villages, by the President of the Village
(c) In cities, by the Chief of Police
The appointment above is herewith approved.

(Municipality) Wis., (Date) 20

(Signature of Official)

(Title)

AT-107a (R. 9-03)

Wisconsin Department of Revenue

SUCCESSOR OF AGENT License

C13

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Private License Status
3/21/2014	Janet Fenn		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
	3007-85th Street, #7	Bindelli's Safari	2232 Roosevelt Rd.

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
12/1/2013	Liquor, Minor Loiter In Tavern - Pretrial 04/02/14	DISPO PENDING	Y	30
	Renewed with 20 demerit points U/A LOITER (02/10/13)			20

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

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION

[X] **GRANT**, Subject to [50] Demerit Points

[ ] **DENY**, based on material police record (substantially related to the license activity)

[ ] **DEFER or GRANT subject to** Non-Renewal Revocation due to False Application

E-MAILED MAR 21 RECD HDV 3/31 C14

CHANGE OF AGENT FEE $10.00

SCHEDULE FOR SUCCESSOR OF AGENT

District 6

If there is a change in agent, each club, corporation, or limited liability company who holds a retail permit to sell fermented malt beverages and/or intoxicating liquor must appoint a successor agent pursuant to sec. 125.04(6), Wis. Stats. The following questons must be answered by the Agent. The appointment must be signed by the President and Secretary or members of limited liability company. The apppointment must be approved by the proper local official.

Kenosha (Municipality) Wisconsin 3-21 (Date) 2014

1. Name of agent Janet Lee Fenn
2. Are you of legal drinking age? ☒ Yes ☐ No
3. Have you been a resident of Wisconsin for at least 90 continuous days prior to the date of appointment as agent? ☒ Yes ☐ No
4. Have you ever been convicted of a federal law violation? ☐ Yes ☒ No State law violation? ☐ Yes ☒ No
   Local ordinance violation? ☒ Yes ☐ No Explain
   loitering/underage on Premises Court date 4-2-14
5. Previous occupation Speedway Assistant manager

UNDER PENALTY OF LAW, I declare that all of the above information is true and correct to the best of my knowledge and belief.

Janet L. Fenn (Signature of Agent)

3007-85th St. Apt. #7 (Address)

SUCCESSOR AGENT

The undersigned appoints Janet Fenn as agent in accordance with sec. 125.04(6), Wis. Stats.

Name of Permittee Bindelli's Jungle Inc.

Date 3/21 2014

By Cisneros Bindelli (Signature of President/Member)

Bindelli's Jungle, Inc.
Bindelli's Jungle
3805-22nd Ave.

(Signature of Secretary/Member)

I hereby accept appointment as agent for Bindelli's Jungle Inc. and assume full responsibility or the conduct of the business relative to fermented malt beverages and intoxicating liquors.

Date 3-21 2014

Janet Fenn (Signature of Agent)

THE AGENT APPOINTED ABOVE MUST BE APPROVED AS FOLLOWS:
(a) In towns, by the Town Chairman
(b) In villages, by the President of the Village
(c) In cities, by the Chief of Police
The appointment above is herewith approved.

(Municipality) Wis., (Date) 20

(Signature of Official)

(Title)

AT-107a (R. 9-08) Wisconsin Department of Revenue

C14

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
3/21/2014	Janet Fenn		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
	3007-85th Street, #7	Bindelli's Jungle	3805 22nd Ave.

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
12/1/2013	Liquor, Minor Loiter In Tavern – Pretrial 04/02/14 – Occurred at Safari	DISPO PENDING	Y	N/A

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	0	
Were all offenses listed on the application?	Y	
TOTAL DEMERIT POINTS	0	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
[X] **GRANT,** Subject to [0] Demerit Points
[ ] **DENY,** based on material police record (substantially related to the license activity)
[ ] **DEFER or GRANT subject to** Non-Renewal Revocation due to False Application

C15a

E-MAILED MAR 21 REC'D

FILED 3/21
INITIALS mn
ADVERSE/NO ADV
LP 3/31
CC

CABARET LICENSE
PROBATIONARY

Type: 228 Fee: $150/6 months

Effective: April 8 2014 To: October 8 2014
(6 months)

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.)

Licensee Name: The Agave Luna Azul LLC District # 3
(NOTE: must be same name as beer/liquor license)

Trade Name & Address: THE AGAVE LUNA AZUL 2227 - 60th St Kenosha WI 53140

If license is in the name of a Corporation or LLC, Agent Name: JOSE OCHOA

Date of Birth of Agent (if Corporation/LLC) or Individual:

Address: 6111 - 31st Ave Kenosha WI 53142 Phone: 262-344-9254 Email: liliana.ochoa@sbcglobal.net
(correspondence will be via email if address is given)

Driver's License Number:
(must indicate if this is not a Wisconsin DL)

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 a charge pending at this time? ☐ Yes ☒ No
If yes, state: **charge, year, result**

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 a charge pending at this time? ☐ Yes ☒ No
If yes, state: **charge, year, result**

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

C15a

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

Have you received any traffic citations in Wisconsin or in any other State within the past five (5) years; or do you have any such citations pending? ☒ Yes □ No
If **yes**, state: **charge, year, result**
Speeding Racine Court 2014

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

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:
Self Employed A-1 Auto Repair 3301 60th St Kenosha WI

List all addresses at which you have lived in the past five (5) years:
6111 - 31st Avenue Kenosha WI 53142

CAREFULLY BEFORE SIGNING: Under penalty provided for by law, the undersigned states that each of the above questions been truthfully answered to the best of his/her/their knowledge. (Individual applicants and each member of a partnership must sign; ated corporate officers must sign.)

Applicant's Signature: _____ (Individual/Agent of Corporation) **Date:** 3-19-14

received a copy of the NOTICE pertaining to LICENSE/PERMIT APPLICATIONS from the City Clerk's Office _____ (Applicant's Initials)

E-MAILED MAR 11 REC'D C15b

E-MAILED MAR 11 REC'D

FILED 3/11/14
INITIALS mm
ADVERSE NO ADV
LP 3/01
CC

CABARET LICENSE
PROBATIONARY

Type: 228 Fee: $150/6 months

Effective: April 18 To: October 8, 2014
(6 months)

LEASE NOTE: This license is non-renewable. Applications shall be referred by the City Clerk to the Police Department. The Police Department shall make a port, 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 ttorney 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 ommittee on Licenses/Permits shall review all applications, any reports, the recommendation of the City Attorney and all other information before it. Said ommittee 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 eneral Ordinances of the City of Kenosha.)

Licensee Name: GEORGINA POSADA District # 3
(NOTE: must be same name as beer/liquor license)

Trade Name & Address: BANQUET HALL LUMINARIAS.

If license is in the name of a Corporation or LLC, Agent Name: ____

Date of Birth of Agent (if Corporation/LLC) or Individual: ____

Address: 6522-30TH AVE Phone: 262) 551-7547 Email: By Mail
(correspondence will be via email if address is given)

Driver's License Number: ____
(must indicate if this is not a Wisconsin DL)

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 a charge pending at this time? ☐ Yes ☑ No
If yes, state: **charge, year, result**

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 a charge pending at this time? ☐ Yes ☑ No
If yes, state: **charge, year, result**

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

-OVER-

C15b

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, result**

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 charges pending at this time involving unfair trade practices, unethical conduct, or discrimination? ☐ Yes ☑ No
If yes, state: **charge, year, result**

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:

N/A House wife

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

3705 - 27TH ST #12 KENOSHA WI 53144
6522 - 30TH AVE KENOSHA WI 53142

READ CAREFULLY BEFORE SIGNING: Under penalty provided for by law, the undersigned states that each of the above questions been truthfully answered to the best of his/her/their knowledge. (Individual applicants and each member of a partnership must sign; designated corporate officers must sign.)

Applicant's Signature: GEORGINA POSADA **Date:** 3/11/14
(Individual/Agent of Corporation)

I have received a copy of the NOTICE pertaining to LICENSE/PERMIT APPLICATIONS from the City Clerk's Office G.P.
(Applicant's Initials)

no adverse

E-MAILED MAR 17 REC'D

C15c

CABARET LICENSE
PROBATIONARY

FILED 3-17-14
INITIALS RS
ADVERSE/NO ADV
LP 3/31/14
CC

Type: 228 Fee: $150/6 months

Effective: 4/8/14 To: 10/8/14
(6 months)

EASE NOTE: This license is non-renewable. Applications shall be referred by the City Clerk to the Police Department. The Police Department shall make a ort, 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 orney 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 nmittee on Licenses/Permits shall review all applications, any reports, the recommendation of the City Attorney and all other information before it. Said nmittee 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 éral Ordinances of the City of Kenosha.)

Licensee Name: TR Kenosha LLC / Michael Rosciuli District # Downtown ? 16
(NOTE: must be same name as beer/liquor license)

Trade Name & Address: Tilted Kilt 7000 74th Place

If license is in the name of a Corporation or LLC, Agent Name: Michael Rosciuli

Date of Birth of Agent (if Corporation/LLC) or Individual:

Address: 1121 14th Ave Phone: 262 945 2659 Email: mrosciuli@tiltedkilt.com
(correspondence will be via email if address is given)

Driver's License Number:
(must indicate if this is not a Wisconsin DL)

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 a charge pending at this time? ☐ Yes ☒ No
If yes, state: **charge, year, result**

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 a charge pending at this time? ☒ Yes ☐ No
If yes, state: **charge, year, result**

2013 - Operating w/o Licensed Bartender (Pending)

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

C15c

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

1. Have you received any traffic citations in Wisconsin or in any other State within the past five (5) years; or do you have any such citations pending? □ Yes ☒ No
If **yes**, state: **charge, year, result**

Not Past 5 years

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

. 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:
Vernon Hills TCK 447 N Milwaukee Ave Vernon Hills, IL
Garden Harvest 8920 W Vera Ave Glendale, WI

List all addresses at which you have lived in the past five (5) years:
1211 14th Ave Pleasant Prairie, WI 53158

AD CAREFULLY BEFORE SIGNING: Under penalty provided for by law, the undersigned states that each of the above questions been truthfully answered to the best of his/her/their knowledge. (Individual applicants and each member of a partnership must sign; gnated corporate officers must sign.)

plicant's Signature: _____ **Date:** 3/17/14
(Individual/Agent of Corporation)

e received a copy of the NOTICE pertaining to LICENSE/PERMIT APPLICATIONS from the City Clerk's Office _____
(Applicant's Initials)

E-MAILED FEB 18 REC'D

C16

FILED 2/18/14
INITIALS GV
ADVERSE/NO ADV
LP 2/24
CC

PUBLIC ENTERTAINMENT LICENSE

☒ YEARLY Type: 119 Fee: $300/year
Expires: June 30, 2014

☐ DAILY Type: 118 Fee: $50.00/day
Date(s): _____

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.)

1. Licensee Name: Lucia Mondragon District# 3
(Individual or Corporation/LLC- same as WI Seller's Permit)

2. Trade Name & Address: Billar La Oficina, 6200-22nd Ave

3. If license is in the name of a Corp. or LLC, Agent Name: N/A

4. Date of Birth of Agent (if Corporation/LLC) or Individual: _____

5. Address: 430 Hull Ct Waukegan IL. 847 Phone: 856-9515 Email: Luciamndrgn8@gmail.com
Javier 224-577-8043
(correspondence will be via email if address is given)

6. Attach an "Applicant's Report of Police Record" for each individual, partner, and corporate member ✓

7. Have you obtained a current copy of 12.05 (Of the Code of General Ordinances) ☒ yes ☐ no

8. If you previously held the license applied for, was it ever suspended or revoked? ☐ yes ☒ no
If yes, explain: _____

9. Describe in detail the type of entertainment to be provided: DJ

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. (Individual applicants and each member of a partnership must sign; designated corporate officers must sign.)

Applicant's Signature: _____ **Date:** 02-18-14
(Individual/Agent of Corporation)

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

Planning & Zoning Division 625 52nd Street - Room 308 Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	March 20, 2014	Item 1
Conditional Use Permit for a multi-family residential development to be located east of 30th Avenue, north and south of 21st Street. (Sun Pointe Village) (District #4) PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: East of 30th Avenue, north and south of 21st Street
Zoned: RM-2 Multiple-Family Residential/SWO Shoreland Wetland Overlay

NOTIFICATIONS/PROCEDURES:

The alderperson of the district, Alderperson Ruffolo, has been notified. The Common Council is the final review authority.

ANALYSIS:

- On December 8, 2005, the City Plan Commission approved a Conditional Use Permit for a 118-unit condominium development know as Sun Pointe Village. The Plan was for several duplex units along the west side of 27th Avenue and south of 21st Street. The plan also included several larger 9-unit and 10-unit buildings north of 21st Street. Before that approval expired, the applicant had constructed twenty-five (25) of the units.

- On January 8, 2009, the City Plan Commission approved a similar plan for the same project site. The new plan presented two (2) alternatives.
  - Alternative 1 - continue to build with mostly 9-unit and 10-unit buildings. One of the 9-unit buildings was split into separate 3-unit and 4-unit buildings, resulting in a total of ninety-one (91) units.
  - Alternative 2 - replace all of the 9-unit and 10-unit buildings with 3-unit and 4-unit buildings for a total of seventy-six (76) units. The Applicant constructed one 3-unit building within a thirty-six (36) month period.

- On November 21, 2011, the Common Council approved another Conditional Use Permit for a project with the same two (2) alternatives. Before the Conditional Use Permit expired on November 21, 2013, the applicant constructed one more 3-unit building.

- The applicant has applied for a new Conditional Use Permit to construct the remaining eighty-eight (88) multi-family units. This plan only has one alternative, which includes the construction of the 9-unit and 10-unit buildings north of 21st Street and the duplex units south of 21st Street.

- The proposed density of this plan is 7.29 units per acre.

- Plans were sent to other City Departments for their review. Their comments are included in the attached Conditions of Approval.

- The plans generally comply with Sections 4 and 14 of the Zoning Ordinance.

RECOMMENDATION:

A recommendation is made to approve the Conditional Use Permit, subject to the attached Conditions of Approval.

B. R.

Brian R. Wilke, Development Coordinator

Jeffrey B. Labahn, Director /br

/u2/acct/cp/ckays/1CPC/2014/MAR20/fact-cup-sunpointe.odt

1. The following Conditions of Approval will run with the land and shall be included in a document recorded with the Kenosha County Register of Deeds:

   a. The applicant shall obtain all required construction permits from the Department of Community Development & Inspections. This includes, but is not limited to Erosion Control, Building, Plumbing, Electrical and Occupancy permits.

   b. The applicant shall obtain Driveway, Sidewalk and Parking Lot permits from the Department of Public Works.

   c. All signs shall comply with Chapter 15 of the Code of General Ordinances and the applicant shall obtain sign permits for all new signs. A separate submission and permits are required for all signs. Sign information provided under the Conditional Use Permit is for reference only and does not constitute sign permit approval.

   d. The development shall be constructed per the approved plans on file with the Department of Community Development & Inspections, Room 308, 625 52nd Street, Kenosha, WI 53140. Any changes to the approved plans shall require an amendment to the Conditional Use Permit. All changes shall be submitted to the Department of City Development for review and approval.

   e. Prior to the issuance of any occupancy permits, all parking areas, drives and designated paved areas shall have the initial lift of asphalt installed. The building exterior shall be completed per the approved plans, the exterior lighting shall be installed and the Conditional Use Permit shall be recorded with the Kenosha County Register of Deeds. All improvements indicated on the plans, including landscaping, shall be installed prior to the issuance of a final Occupancy permit. The recording fees for the Conditional Use Permit shall be submitted by the applicant.

   f. Compliance with City and State and/or Federal Codes and Ordinances and any Conditions noted in the recorded Developers Agreement.

   g. All trash containers shall be stored within the enclosure or building. Applicant/owner shall be responsible for waste collection and removal for the development. The City of Kenosha shall not provide waste collection or removal services or incur any cost in this regard.

   h. Applicant shall meet all applicable Conditions of Approval and obtain a building permit within six (6) months of the Common Council approval. Building permits for all other buildings shall be obtained within two (2) years of the Common Council approval or the Conditional Use Permit shall be null and void.

   i. All vehicles shall be parked within the designated paved areas.

j. All improvements, including landscaping, shall be maintained per the approved plans. Any damaged fencing, landscaping or building shall be replaced or reconstructed per the approved plans.

k. Cross access shall be provided to adjacent parcels if required at a future date by the City.

l. Park Impact fees shall be paid, per Chapter 35 of the Code of General Ordinances, prior to the issuance of each Building permit.

m. Compliance with the Kenosha Water Utility memo dated February 27, 2014.

2. The following conditions of approval shall be satisfied with City Staff prior to the issuance of any construction permits.

   a. The Fire hydrants shall comply with Fire Prevention Bureau standards.

   b. Compliance with the Public Works memo dated February 27, 2014.

/u2/acct/cp/ckays/1CPC/2014/MAR20/conditions-sun pointe.odt

ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR.
SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS
MICHAEL M. LEMENS, P.E., DIRECTOR
SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

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

TO: Brian Wilke, Development Coordinator

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

Shelly Billingsley, P.E.
City Engineer

DATE: February 27, 2014
SUBJECT: PLAN REVIEW COMMENTS
Project Description: Sun Pointe Village West Site Option #1
Location: 21st Street East of 30th Avenue

Our staff has reviewed the plans for this project. The following comments are provided:

Parking Lot Ordinance Compliance	Sufficient	Deficient	Not Applicable
Parking Lot Paved	X		
Standard Stall Width		X	
Parking Lot Layout	X		
Parking Lot Lighting Shown		X	
Parking Lot Lighting Adequate		X	
Handicapped Parking			
Driveway Locations	X		
Driveway Width		X	
Passing Blister or Accel/Decel Lanes			X
Sidewalks Adequate		X	
Drive Thru Lane Design			X

Public Streets	Sufficient	Deficient	Not Applicable
Geometric Design			X
Pavement Width			X
Pavement Thickness Design			X
Established Grades			X
Plan Details			X
Sidewalks		X	
Street Lights			X

Site Grading/Drainage	Sufficient	Deficient	Not Applicable
Drainage Plan		X	
Storm Sewer		X	
Storm Water Detention			X
Drainage Calculations			X

Project Approval/Permits Needed	Yes	No	Not Applicable
Project Approved for Permitting		X	
Withhold Permits: See Comments			
Approve Footing/ Foundation Only (per condition)			
Parking Lot Permit Required	X		
Driveway Permits Required	X		
Sidewalk Permit Required	X		
Street Opening Permit Required	X		
Stormwater Permit Required			
Erosion Control Required	X		
State Permit Required			

Grading & Drainage Comments:

1. Provide a site phasing plan that shows which improvements are proposed with each future phase.
2. Clearly show on the drawings what improvements have been installed to this point.
3. Provide the storm sewer plan with as-built information for the storm sewers that have been previously constructed.
4. Provide a full set of engineering plans for future submittals.
5. A recorded maintenance agreement is required for the development's stormwater ponds. Contact Jeff Hansen at 653-4151 for more information.
6. Provide copies of recorded easements for storm sewer and detention ponds on site.

Traffic Comments:

7. Parking aisle with adjacent 90° parking should have a minimum 21' driveway aisle as stated in Code of General Ordinances 5.085 Table 2.
8. The Proposed Building #2B is requesting Occupancy.
9. Driveway Width must meet Driveway requirements of Code of General Ordinance 5.085.
10. All ADA Ramps need Detectable Warning Fields and needs to be called out on plan.
11. Label angle of parking stalls and verify that meets Ordinance 5.085 Table 2.
12. All lights shall be cutoff to reduce glare for passing vehicles.
13. Supply photometrics for the lighting of the parking areas.
14. Detail for the retainment walls with heights.
15. Signage Plan shall be included
16. Pavement Marking Details shall be included.
17. Fencing Detail shall be included.
18. Sidewalk widths and detail shall be provided.
19. Ornamental Lighting detail shall be provided.

cc: Jeff Hansen
Shelly Billingsley
Kile Kuhlmey
Gerard Koehler

Engineering Services
4401 Green Bay Road
Kenosha WI 53144

Phone (262) 653-4315
Fax (262) 653-4303

"Providing and Protecting Kenosha's Greatest Natural Resource"

MEMO

To: Brian Wilke, Development Coordinator

From: Ian C. Bagley, P.E., Water Engineer

Date: February 27, 2014

Subject: Sun Pointe Village New Application

Location: 21st Street and 30th Avenue

The Kenosha Water Utility (KWU) has reviewed the submittal for the above referenced project. KWU recommends the project for approval subject to the following conditions:

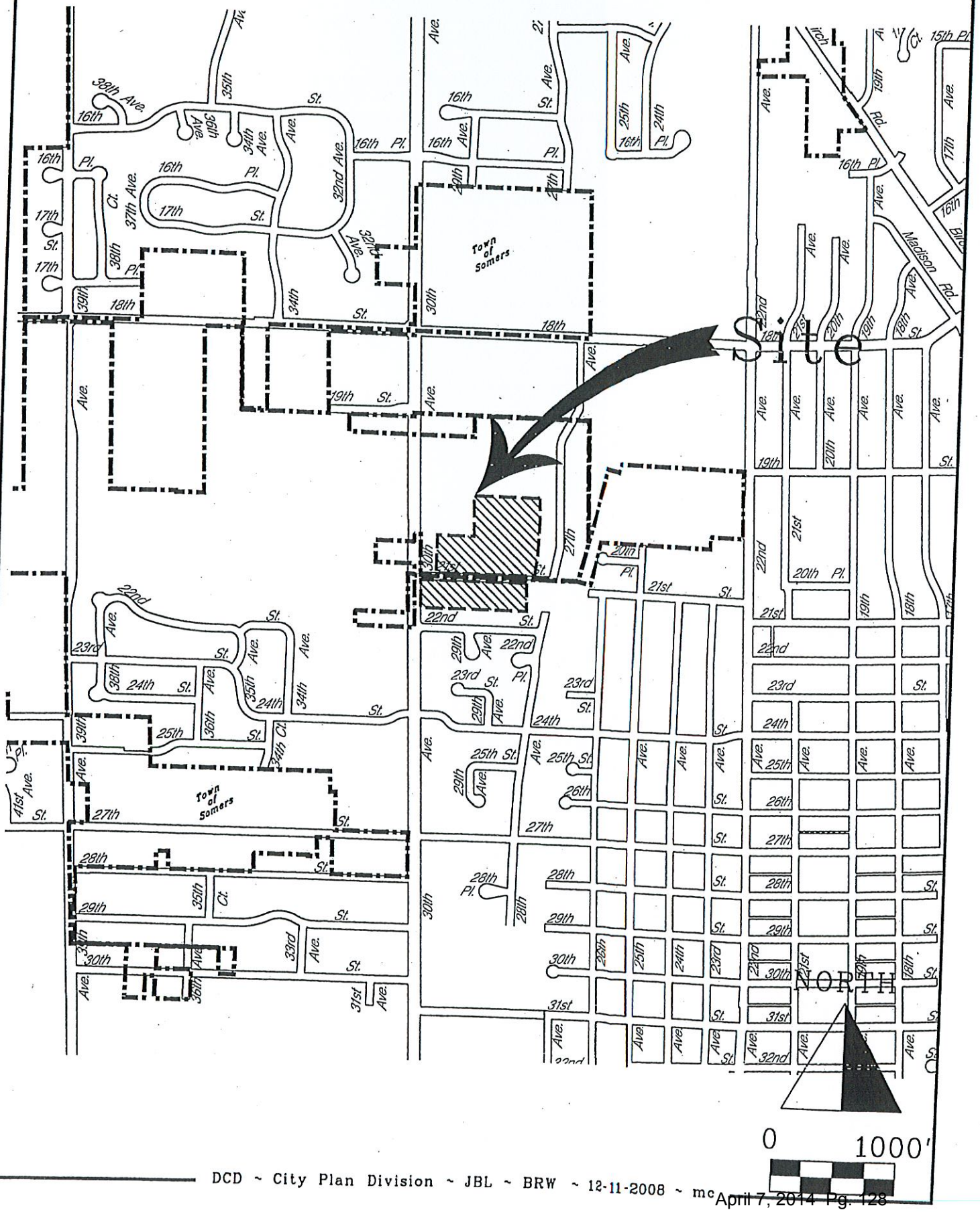
1. The developer shall verify the metering requirements for the development. Per a telephone conversation with Mr. Josh Egerer of CMA on February 26, 2014, Buildings 7, 8 and 9 will be constructed during this phase. Building 7 has 10 units and Buildings 8 and 9 have 9 units each for a total of 28 units. According to the previous plan submittal in 2011, each unit will have an individual 5/8" meter. However, according to email correspondence received from Mr. Egerer on February 27, 2014 each building will have one 1 ½" meter. If each unit will have an individual meter, each unit will incur a sewer connection fee of $3,281.00 for a total sewer connection fee of $91,868.00. However, if each building will have just one 1 ½" meter, each building will incur a sewer connection fee of $16,407.00 for a total sewer connection fee of $49,221.00.

2. All previous conditions of approval still apply.

CC: Mr. Robert Carlson, P.E., Director of Engineering Services

City of Kenosha

Vicinity Map
Sun Pointe Village



DCD ~ City Plan Division ~ JBL ~ BRW ~ 12-11-2008 ~ mc

MILLS
Enterprises

Feb 5th, 2014

City of Kenosha
Attn: Brian Wilke—City Development
625 52nd St
Kenosha, WI 53142

RE: Sun Pointe Village Conditional Use Permit

Dear Mr. Wilke,

I am formally submitting a request to renew a Conditional Use Permit for the Sun Pointe Village Development located at 21st St and 30th Ave in Kenosha. The following plans are attached as part of this renewal:

1) Farris Hansen & Associates (30" x 42") 10 sets
   - these plans include site plans, utility plans, landscape plans and building plans

2) (1) reduced size (8" x 11") drawings of the following:
   -Color Exterior Elevation Pictures
   -Site Plans
   -Landscape Plan
   -Building Floor Plans

In addition to the above plans I am also submitting the following:

-Conditional Use Permit Application
-Verification of Taxes Paid
-Check in the amount of $1725 for C.U.P. Review

As you are aware this project is currently under construction and we had submitted all of the plans in greater detail at the time of the original CUP, which included detailed engineering and stormwater management plans. It is my understanding that City Staff has the ability to review those plans and drawings if needed as part of this approval process. However, if additional data is needed in order to complete your review please do not hesitate to contact me so I can get the necessary information to you immediately.

If you need anything additional please do not hesitate to contact me at the number listed below.

Thank You,

Jonah P. Hetland
Development Director
Mills Enterprises
262-842-0483

4011 80th Street, Kenosha, Wisconsin 53142 262-842-0483 Ph 262-842-0449 Fax

Development Review Application
City of Kenosha, Wisconsin

Mailing Information

NAME OF PROJECT: Sun Pointe Village

Check one (1) of the following boxes to indicate the recipient of all correspondence:

● Name and Address of Applicant [Please print]:
Mills Enterprises, LLC
4011 80th St
Kenosha, WI 53142

Phone: 262 842 0483
Fax: 262 942 3505
E-Mail: Jonah@cmaofwi.com

○ Name and Address of Architect/Engineer [Please print]:
Farris Hansen + Assoc
7 Ridgeway Ct
Elkhorn, WI 53121

Phone: 262 723 2098
Fax:
E-Mail:

○ Name and Address of Property Owner (if other than applicant)[Please print]:

Phone:
Fax:
E-Mail:

Project Location

Location of Development (street address and / or parcel number):
30th Ave and 21st St Kenosha, WI

Type of Land Development

Check all that apply. Note: Additional information may be required within individual Sections.

☐	Certified Survey Map	Section 1	Page 3
☐	Concept Review (*Land Division*)	Section 2	Page 4
☐	Concept Review (Multi-Family Residential or Non-Residential)	Section 3	Page 5
☒	Conditional Use Permit	Section 4	Pages 6 & 7
☐	Developer's Agreement	Section 5	Page 8
☐	Final Plat	Section 6	Pages 9 & 10
☐	Lot Line Adjustment Survey	Section 7	Page 11
☐	Preliminary Plat	Section 8	Pages 12 & 13
☐	Rezoning	Section 9	Pages 14 & 15
☐	Site Plan Review	Section 10	Pages 16 & 17

Prior to Submitting this Application to the Department of City Development, Please Review the Appropriate Section(s) for Fees, Requirements and Appropriate Appendices.

Submit this *cover page, completed application, applicable section(s) and appendices along with ALL required plans, information and fees to:*

Department of Community Development & Inspections
Planning Division
625 52nd Street, Room 308
Kenosha, WI 53140

Phone: 262.653.4030
Fax: 262.653.4045

Office Hours:
M - F 8:00 am – 4:30 pm

SECTION 4
CONDITIONAL USE PERMIT

Additional Information Required:	**Building or Addition Square Footage:** N/A **Existing Building Size:** N/A **Site Size:** 10 acres + **Current # of Employees** N/A **Anticipated # of New Employees** N/A **Anticipated Value of Improvements** $3,000,000 +
Submittal Requirements:	➢ **Ten (10) full size scaled copies of Specified Plans indicated below drawn at a standard engineering scale** ➢ **Developer Site Plan/Conditional Use Permit Checklist (Appendix A)**
If Item to be Reviewed by Plan Commission/Common Council must Submit:	➢ **One (1) 8 1/2" x 11" reduction *or* twenty (20) 11" x 17" reductions of the Site/Landscape Plan, Floor Plan and Colored Building Elevations (all sides)** ➢ **Sample Board containing colored samples of all exterior building materials**

Fees:

	Building or Addition Size	Site size	Review Fee
Level 1	<= 10,000 sq. ft.	<= 1 acre	$900 = City Plan Dept. *or* $1,025 = CPC/CC
Level 2	10,001 - 50,000 sq. ft.	1.01 - 10 acres	$1,175 = City Plan Dept. *or* $1,300 = CPC/CC
Level 3	50,001 - 100,000 sq. ft.	10.01 - 25 acres	$1,600 = City Plan Dept. *or* $1,725 = CPC/CC
Level 4	> 100,001 sq. ft.	> 25.01 acres	$2,000 = City Plan Dept. *or* $2,125 = CPC/CC

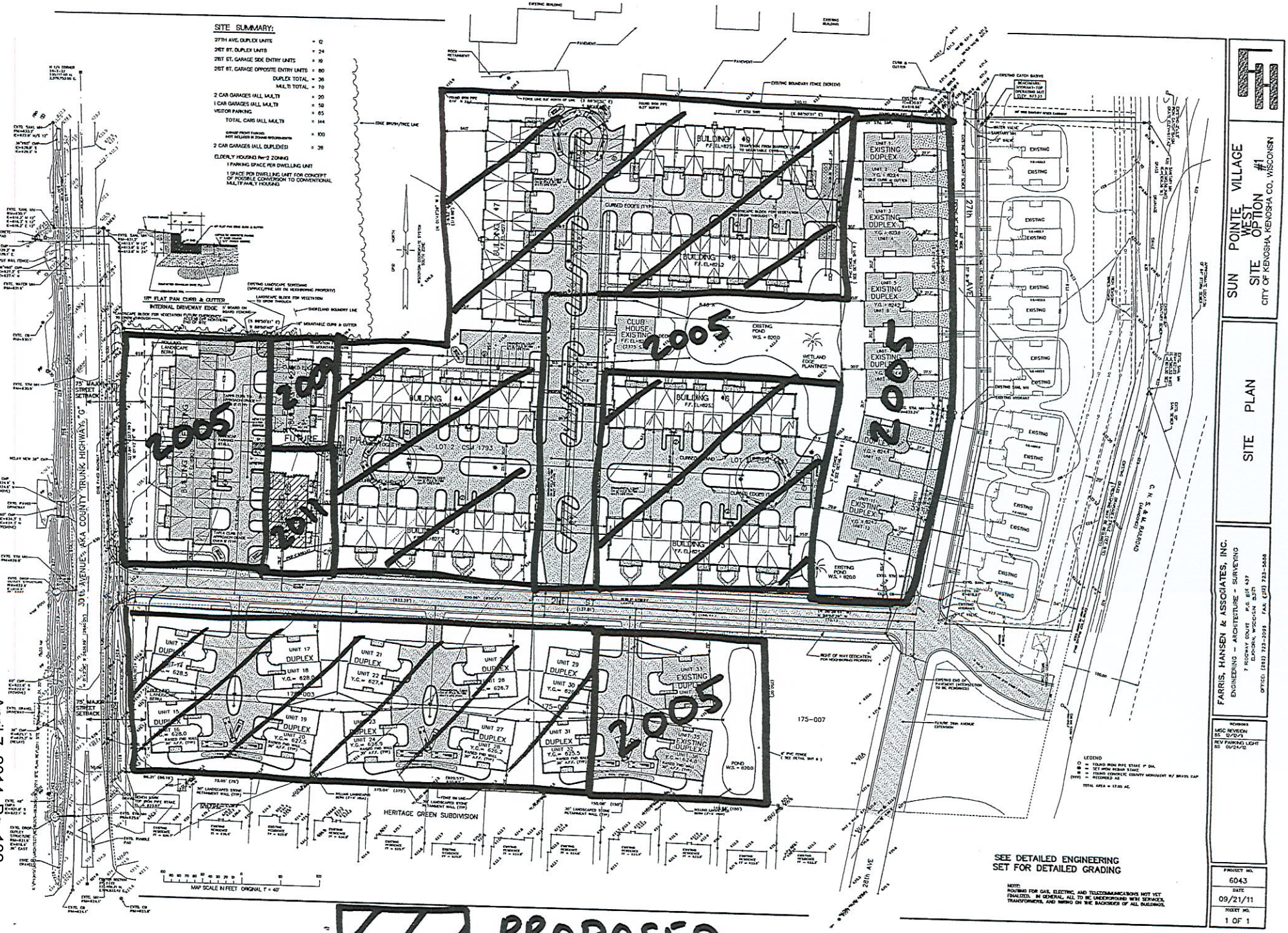
➢ **If building size or addition and gross acreage of the site determine two (2) different fees, the greater of the two fees will be assessed.**
➢ **Application fee entitles applicant to an initial review and one re-submittal.**
➢ **Re-submittal fee = $425 per re-submittal after two (2) permitted reviews.**
➢ **CUP Amendment = 50% of the applicable fee as determined above.**

Appendices to Review:	➢ **All**
Approximate Review Time:	➢ **30 days for Staff Review** ➢ **45-60 days for City Plan Commission/Common Council Review**

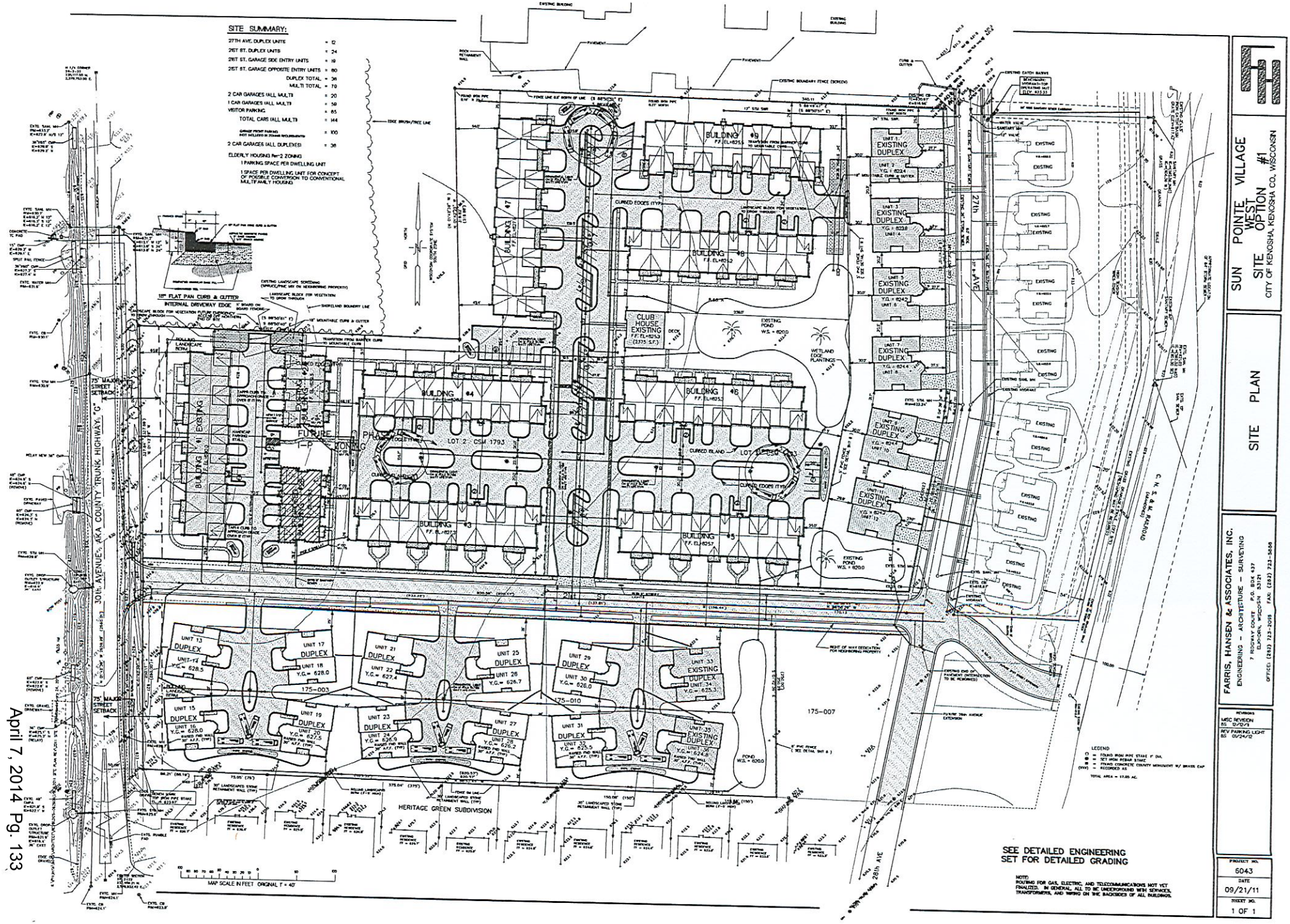
The conditional use permit plans, *prepared to a standard engineering scale*, shall be submitted with this application & shall include the following information:

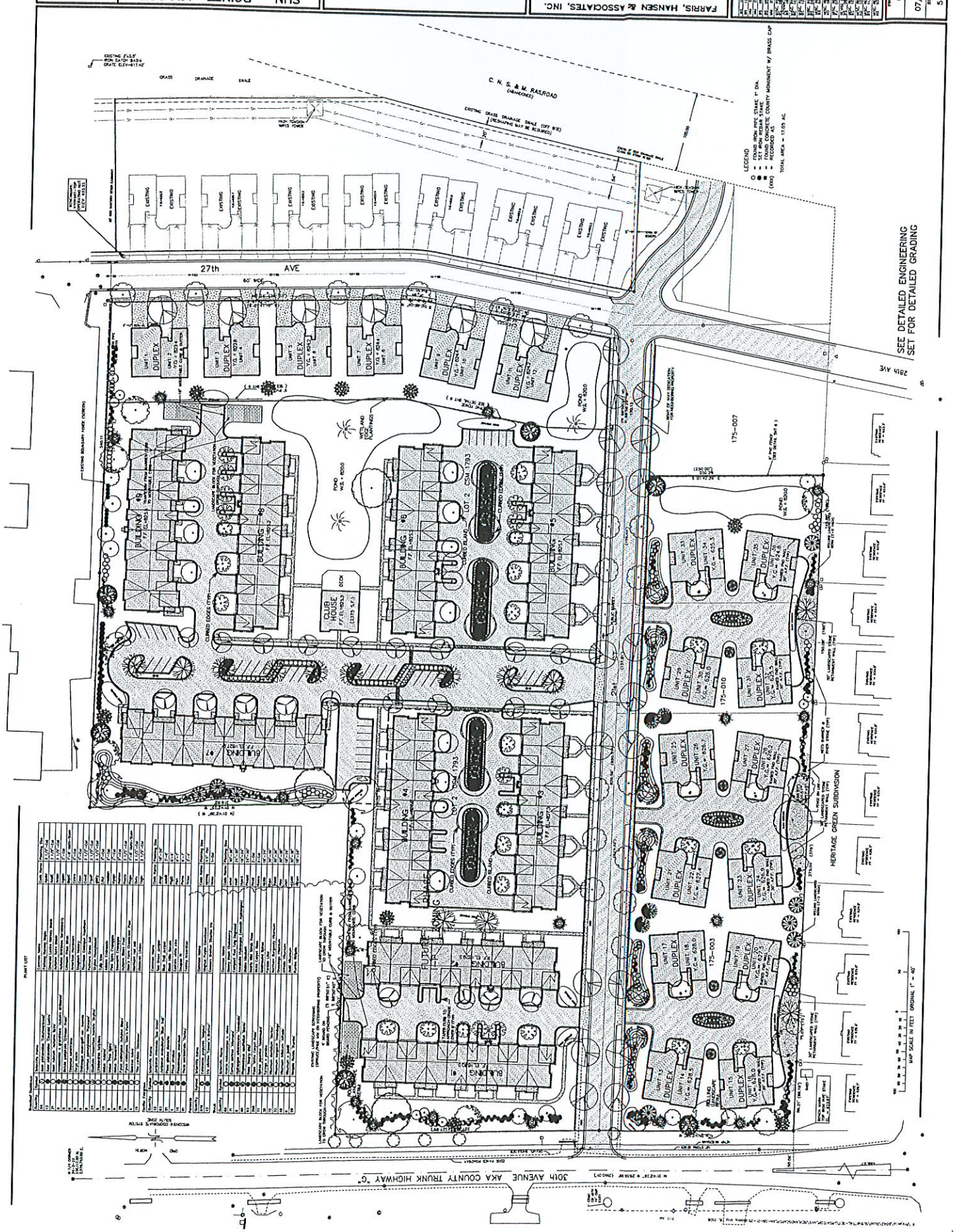
Building Plan:	➢ Layout of building(s) including size and layout of rooms ➢ Design and architecture ➢ Plans and details on fire suppression and/or standpipe ➢ Plans and details on fire detection, fire alarm and other safety devices
Site Plan (based on a plat of survey)	➢ Legal description of property ➢ Location and footprint of building(s) and structure(s) ➢ Locations of existing and proposed streets, drives, alleys, easements, rights-of-way, parking as required, vehicular and pedestrian access points, and sidewalks ➢ Outline of any development stages ➢ Location and details on any required emergency access roads ➢ A calculation of square footage devoted to building, paving and sidewalks, and landscaped/open space
Drainage Plan	➢ Existing topography, including spot elevations of existing buildings, structures, high points, and wet areas, with any previous flood elevations ➢ Floodplain boundaries, if applicable ➢ Soil characteristics, where applicable ➢ Proposed topography of the site denoting elevations and natural drainage after construction and any proposed stormwater retention areas

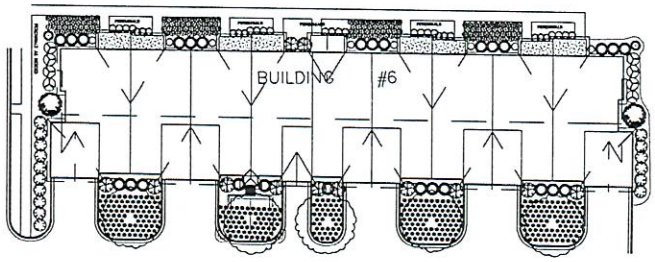
ALREADY CONSTRUCTED



PROPOSED

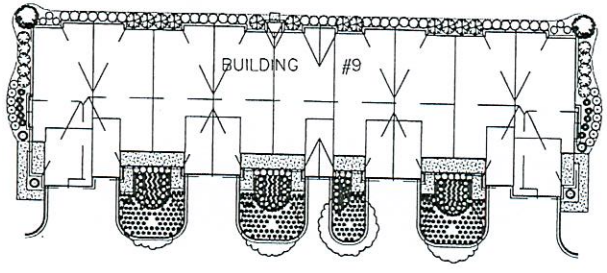

SITE SUMMARY:
27TH AVE. DUPLEX UNITS = 12
26ST ST. DUPLEX UNITS = 24
26ST ST. GARAGE SIDE ENTRY UNITS = 19
26ST ST. GARAGE OPPOSITE ENTRY UNITS = 60
DUPLEX TOTAL = 36
MULTI TOTAL = 70
2 CAR GARAGES (ALL MULTI) = 20
1 CAR GARAGES (ALL MULTI) = 50
VISITOR PARKING = 65
TOTAL CARS (ALL MULTI) = 144
GARAGE FRONT PARKING NOT INCLUDED IN STALL REQUIREMENTS = 100
2 CAR GARAGES (ALL DUPLEXES) = 36
ELDERLY HOUSING Pur-2 ZONING
1 PARKING SPACE PER DWELLING UNIT
1 SPACE PER DWELLING UNIT FOR CONCEPT OF POSSIBLE CONVERSION TO CONVENTIONAL MULTI FAMILY HOUSING
SUN POINTE VILLAGE WEST
SITE OPTION #1
CITY OF KENOSHA, KENOSHA CO., WISCONSIN
SITE PLAN
FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 RIDGWAY COURT P.O. BOX 437
EDGERTON, WISCONSIN 53121
OFFICE: (262) 723-2098 FAX: (262) 723-5858
REVISIONS
MISC REVISION BS 12/02/11
REV PARKING LIGHT BS 01/24/12
PROJECT NO. 5043
DATE 09/21/11
SHEET NO. 1 OF 1
30th AVENUE, AKA COUNTY TRUNK HIGHWAY "C"
75' MAJOR STREET SETBACK
27th AVE
28th AVE
26th ST
HERITAGE GREEN SUBDIVISION
CLUB HOUSE EXISTING
EXISTING POND
WETLAND EDGE PLANTINGS
BUILDING #1
BUILDING #3
BUILDING #4
BUILDING #5
BUILDING #6
BUILDING #7
BUILDING #8
BUILDING #9
LOT 2 CSM 1793
LOT 1 CSM 1793
175-003
175-010
175-007
C.N.S.M. RAILROAD
SEE DETAILED ENGINEERING SET FOR DETAILED GRADING
MAP SCALE IN FEET ORIGINAL T = 40


SUN POINTE VILLAGE AND DUPLEX CONDOMINIUMS
CITY OF KENOSHA, KENOSHA CO., WISCONSIN
LANDSCAPE PLAN
FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 MOHAWK COURT P.O. BOX 437
ELKHORN, WISCONSIN 53121
OFFICE: (262) 723-2050 FAX: (262) 723-5666
6043
07/30/03
5 OF 10
SEE DETAILED ENGINEERING SET FOR DETAILED GRADING
27th AVE
30th AVENUE AKA COUNTY TRUNK HIGHWAY "G"
C. N. S. & M. RAILROAD
HERITAGE GREEN SUBDIVISION
CLUB HOUSE
POND
DUPLEX
BUILDING
LEGEND
TOTAL AREA = 17.65 AC.
MAP SCALE IN FEET ORIGINAL 1" = 40'



BUILDING #6 FOUNDATION PLANT LIST

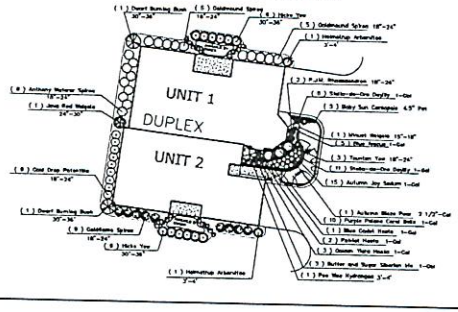
Quantity	Symbol	Scientific Name	Common Name	Code Name	Planting Size
Broadleaf Deciduous					
4		Acer rubrum 'Autumn Spire'	Autumn Spire Maple	Arsep	2 1/2"-Cal
Broadleaf Evergreen					
33		Buxus hanceana 'Wintergreen'	Wintergreen Boxwood	Bhw	15"-18"
450		Euonymus fortunei 'Colorata'	Purple Leaf Wintercreeper	EufoC	4" Pot
Conifer Evergreen					
21		Taxus x media 'Hicksii'	Common Name	Code Name	Planting Size
8		Thuja occidentalis 'Nigra'	Hicksii Yew	Tahic	18"-24"
Perennial					
Quantity	Symbol	Scientific Name	Common Name	Code Name	Planting Size
160		Aegopodium podograria 'Variegatum'	Variegated Bishop's Weed	Aepod	4.5" Pot
Shrub					
Quantity	Symbol	Scientific Name	Common Name	Code Name	Planting Size
4		Cotinus obovatus 'Ruby Spire'	Ruby Spire Smoketree	Cotob	18"-24"
12		Hydrangea paniculata 'Pee Wee'	Pee Wee Hydrangea	Hypa	2'-4'
8		Lonicera xylosteum 'Nana'	Emerald Mound Honeysuckle	LexyN	18"-24"
3		Syringa patula 'Miss Kim'	Miss Kim Lilac	Mikim	18"-24"
3		Viburnum trilobum 'Wentworth'	Wentworth Viburnum	Vitrw	3'-4'

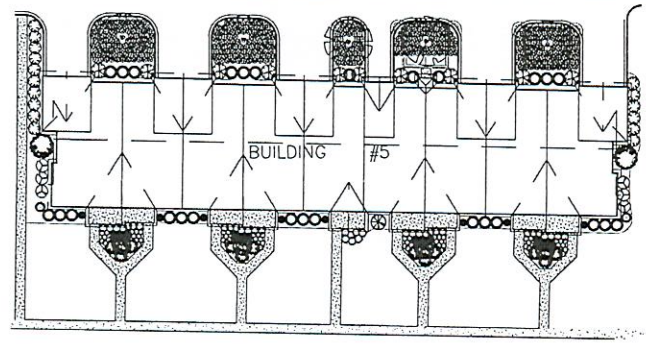


BUILDING #9 FOUNDATION PLANT LIST

Quantity	Symbol	Scientific Name	Common Name	Code Name	Planting Size
Broadleaf Deciduous					
2		Acer rubrum 'Autumn Spire'	Autumn Spire Maple	Arsep	2 1/2"-Cal
Broadleaf Evergreen					
Quantity	Symbol	Scientific Name	Common Name	Code Name	Planting Size
21		Buxus hanceana 'Wintergreen'	Wintergreen Boxwood	Bhw	15"-18"
301		Euonymus fortunei 'Colorata'	Purple Leaf Wintercreeper	EufoC	4" Pot
Conifer Evergreen					
Quantity	Symbol	Scientific Name	Common Name	Code Name	Planting Size
4		Thuja occidentalis 'Hetzioides'	Hetzioides Arborvitae		2'-4'
Perennial					
Quantity	Symbol	Scientific Name	Common Name	Code Name	Planting Size
55		Hemerocallis 'Lilac Dragonfly'	Lilac Dragonfly Daylily	Hdrdr	4.5" Pot
10		Miscanthus sinensis 'Heavy Metal'	Heavy Metal Silver Grass	Misme	1-Gal
267		Rudbeckia hirta	Black-eyed Susan	Rudhi	4.5" Pot
Shrub					
Quantity	Symbol	Scientific Name	Common Name	Code Name	Planting Size
4		Cotinus obovatus 'Ruby Spire'	Ruby Spire Smoketree	Cotob	18"-24"
12		Hydrangea paniculata 'Pee Wee'	Pee Wee Hydrangea	Hypa	2'-4'
12		Potentilla fruticosa 'Gold Drop'	Gold Drop Potentilla	Pofgd	18"-24"
22		Rosa 'Red Carpet Rose'	Red Carpet Rose	Rosrc	2-Gal
12		Spiraea bumalda 'Goldmound'	Goldmound Spirea	Sbgo	18"-24"
12		Syringa patula 'Miss Kim'	Miss Kim Lilac	Mikim	18"-24"
12		Viburnum trilobum 'Wentworth'	Wentworth Viburnum	Vitrw	3'-4'

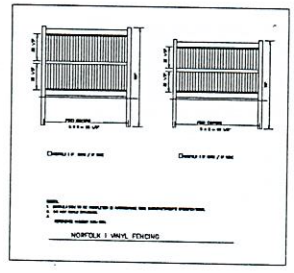
DUPLEX FOUNDATION PLANTING



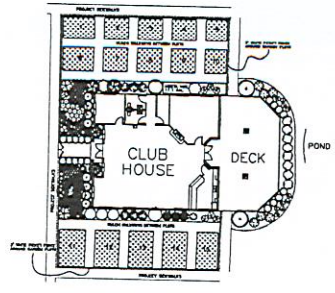


BUILDING #5 FOUNDATION PLANT LIST

Quantity	Symbol	Scientific Name	Common Name	Code Name	Planting Size
Broadleaf Deciduous					
4		Catalpa speciosa 'Pecan'	Weber Weeping Catalpa	Catsp	1 1/2"-Cal
13		Pyrus calleryana 'Autumn Blaze'	Autumn Blaze Pear	Pyc	2 1/2"-Cal
Broadleaf Evergreen					
28		Buxus hanceana 'Wintergreen'	Wintergreen Boxwood	Bhw	15"-18"
Conifer Evergreen					
13		Juniperus horizontalis 'Blue Chip'	Blue Chip Juniper	Jhbch	18"-24"
17		Taxus x media 'Densiformis'	Tapertip Yew	Tatap	18"-24"
7		Thuja occidentalis 'Hetzioides'	Hetzioides Arborvitae	Tahetz	3'-4'
Perennial					
Quantity	Symbol	Scientific Name	Common Name	Code Name	Planting Size
400		Aegopodium podograria 'Variegatum'	Variegated Bishop's Weed	Aepod	4.5" Pot
1170		Chrysanthemum x superbum 'Silver Princess'	Desert Shasta Daisy	shscSP	4.5" Pot
58		Hemerocallis 'Summer Wine'	Summer Wine Daylily	hawin	1-Gal
Shrub					
Quantity	Symbol	Scientific Name	Common Name	Code Name	Planting Size
4		Berberis thunbergii x atropurpurea 'Crimson Pygmy'	Crimson Pygmy Barberry	Bacrp	15"-18"
8		Berberis thunbergii x atropurpurea 'Rose Glow'	Rose Glow Barberry	Barrose	18"-24"
13		Euonymus alatus 'Compactus'	Dwarf Burning Bush	eacom	30"-36"
5		Hydrangea paniculata 'Pee Wee'	Pee Wee Hydrangea	Hypa	2'-4'
6		Lonicera xylosteum 'Nana'	Emerald Mound Honeysuckle	Lexyn	18"-24"
3		Rosa 'Knock Out'	Knock Out Rose Rose	Rokn0	2-Gal
12		Syringa patula 'Miss Kim'	Miss Kim Lilac	Mikim	18"-24"
7		Viburnum trilobum 'Wentworth'	Wentworth Viburnum	Vitrw	3'-4'



CLUBHOUSE FOUNDATION PLANTING



PLANT LIST

Quantity	Symbol	Scientific Name	Common Name	Code Name	Planting Size
Broadleaf Deciduous					
2		Malus 'Adirondack'	Adirondack Crabapple	Malad	2"-3" Multi-Stem
Broadleaf Evergreen					
Quantity	Symbol	Scientific Name	Common Name	Code Name	Planting Size
21		Buxus hanceana 'Wintergreen'	Wintergreen Boxwood	Bhw	15"-18"
3		Ilex x meserveae 'Blue Prince'	China Boy Holly	Imblp	18"-24"
3		Ilex x meserveae 'Blue Princess'	China Girl Holly	Imblg	18"-24"
2		Rhododendron 'PJM'	PJM Rhododendron	Rmpjm	18"-24"
Conifer Evergreen					
8		Taxus x media 'Hicksii'	Hicksii Yew	Tahic	3'-4'
Grass					
Quantity	Symbol	Scientific Name	Common Name	Code Name	Planting Size
8		Bouteloua curtipendula	Sideoats grama grass	Bcrp	1-Gal
5		Calamagrostis acutiflora 'Karl Foerster'	Karl Foerster Feather Reed Grass	Cakar	1-Gal
5		Sorghastrum nutans	Indian Grass Indiangrass	Srnbs	1-Gal
Perennial					
Quantity	Symbol	Scientific Name	Common Name	Code Name	Planting Size
18		Achillea millefolium 'Lilac Beauty'	Lilac Beauty Yarrow	acmilLB	4.5" Pot
39		Chrysanthemum x superbum 'Silver Princess'	Desert Shasta Daisy	shscSP	4.5" Pot
57		Coreopsis grandiflora 'Baby Sun'	Baby Sun Coreopsis	cogrBS	4.5" Pot
19		Echinacea purpurea 'Magnus'	Magnus Purple Coneflower	ecpuma	4.5" Pot
19		Hemerocallis 'Stella de Oro'	Stella de Oro Daylily	hdSDO	4.5" Pot
5		Iris siberica 'Caesar's Brother'	Caesar's Brother Siberian Iris	Ibcb	1-Gal
76		Nepeta x faassenii	Russian Sage	Fasd	1-Gal
7		Rudbeckia hirta	Black-eyed Susan	Rudhi	4.5" Pot
3		Sedum spectabile 'Autumn Joy'	Autumn Joy Sedum	sedsut	1-Gal
Shrub					
Quantity	Symbol	Scientific Name	Common Name	Code Name	Planting Size
1		Berberis thunbergii x atropurpurea 'Rose Glow'	Rose Glow Barberry	Barrose	18"-24"
1		Chaenomeles speciosa 'Texas'	Red Flowering Quince	Chsrd	24"-30"
1		Cotinus obovatus 'Ruby Spire'	Ruby Spire Smoketree	Cotob	24"-30"
1		Cornus sericea 'Isanti'	Compact Red Twig Dogwood	rtsdi	30"-36"
1		Euonymus alatus 'Compactus'	Dwarf Burning Bush	eacom	2'-3'
1		Euonymus japonicus 'Aureo-Marg'	Gold Spot Euonymus	Eajgs	18"-24"
1		Hydrangea arborescens 'Annabelle'	Annabelle Hydrangea	Harb	18"-24"
2		Hydrangea paniculata 'Pee Wee'	Pee Wee Hydrangea	Hypa	24"-30"
1		Ilex crenata 'Compact Green'	Compact Japanese Holly	Icrcg	18"-24"
7		Rosa 'Knockout'	Red Knockout(TM) Drumstick Rose	Rok	18"-24"
10		Rosa 'Knock Out'	Knock Out Rose Rose	Rokn0	2-Gal
6		Rosa 'Scarlet Meidiland'	Scarlet Meidiland Shrub Rose	Rsmd	2-Gal
1		Rosa 'White Bonica'	White Bonica Shrub Rose	Rwbd	2-Gal
1		Syringa x hyacinthiflora 'Anthony Waterer'	Anthony Waterer Lilac	Sawtrh	18"-24"
2		Syringa meyeri 'Palibin'	Dwarf Korean Lilac	Sypal	24"-30" ht. x 24"-36"
3		Syringa patula 'Miss Kim'	Miss Kim Lilac	Mikim	18"-24"
3		Viburnum trilobum 'Redwing'	Redwing Viburnum	vtrwn	18"-24"

PROJECT NOTES:

MULCH ALL LANDSCAPE BEDS AND INDIVIDUAL TREES WITH 3" OF SHREDDED HARDWOOD MULCH AND A GRANULAR PRE-EMERGANT. PROVIDE AND INSTALL ONE 3" MUSHROOM COMPOST MIXED INTO THE TOP 6" OF EXISTING TOPSOIL AT ALL PLANTING LOCATIONS. FOUNDATION PLANT SHOWN ARE TO BE ONLY WHEN THEY MAKE PACE THE PROJECT LANDSCAPE ARCHITECT APPROVES THE CHANGES. (IF BUILDING LOCATIONS MAKE DURING CONSTRUCTION MAY NEED TO BE ADJUSTED DUE TO QUALITY OF PLANT MATERIAL SPECIFIED MAY ALTER PLANS.) ANY STONE OUTCROPPING SHOWN ON THE PLANT WHICH ARE GRANITE BOULDERS 18-24" IN DIA. SHALL LAWN AREAS TO BE HYDROSEEDED WITH A GRASS SEED MIX FROM CLOS SEED CO. CALLED HERITAGE PLUS. (800-338-7333) APPLY PER MANUFACTURER'S RECOMMENDED SEEDING RATES. APPLY A GENERAL STARTER FERTILIZER PER MANUFACTURERS RECOMMENDED RATES. PROVIDE AS AN ALTERNATE A PRICE FOR A DESIGN BUILD SPRINKLER SYSTEM TO COVER ALL LAWN AREAS.

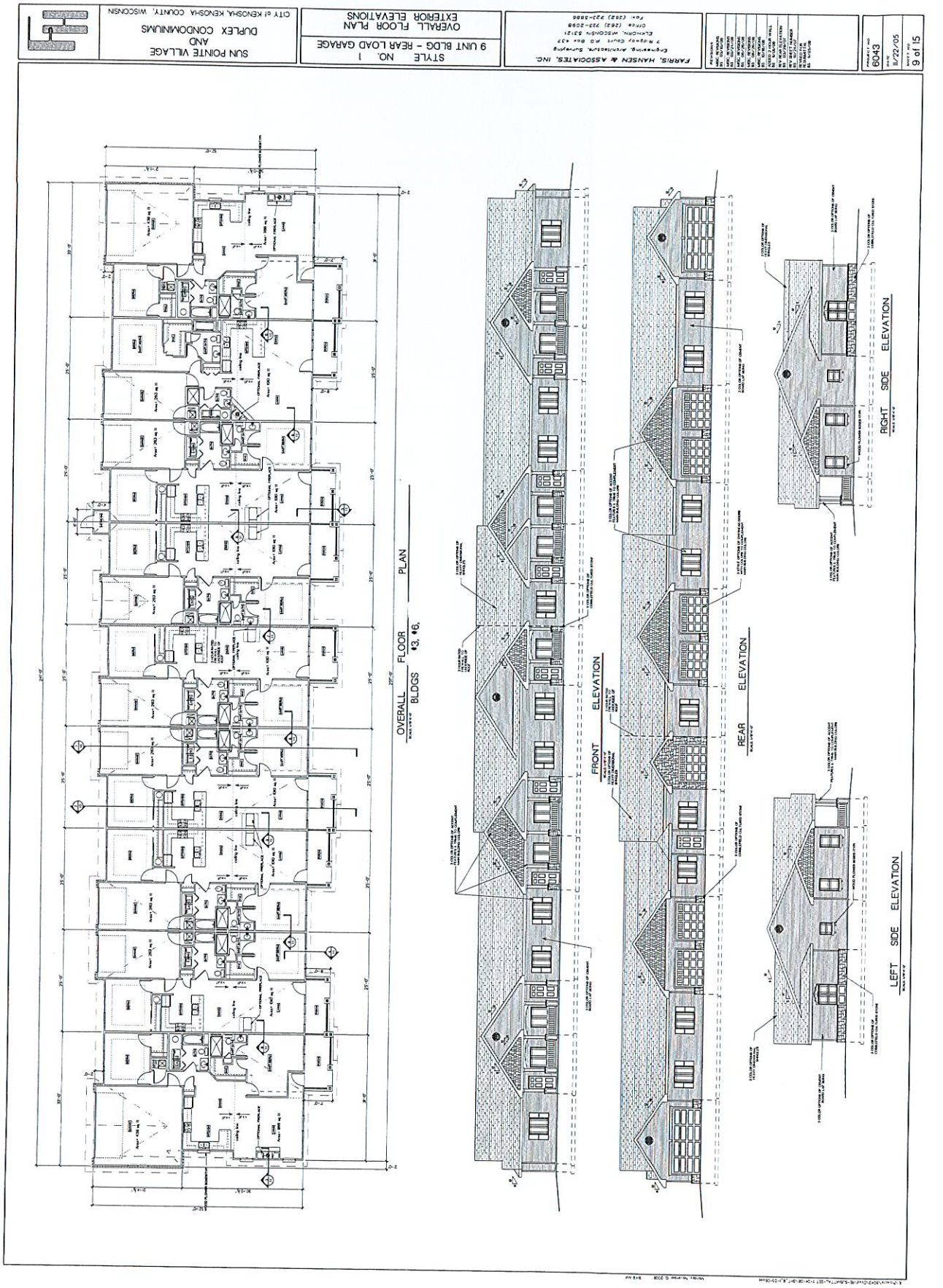
SUN POINTE VILLAGE AND DUPLEX CONDOMINIUMS
CITY OF KENOSHA, KENOSHA CO. WISCONSIN

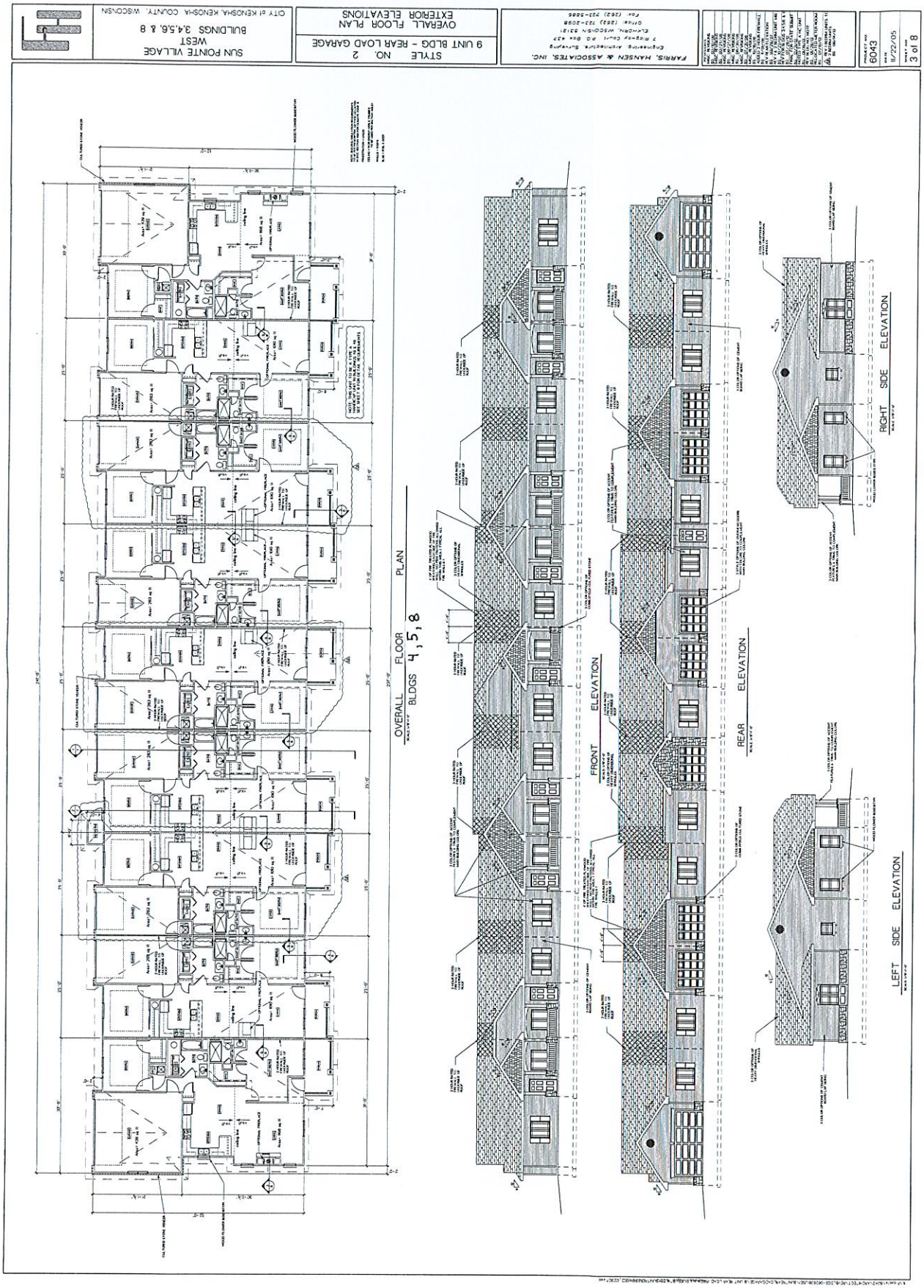
LANDSCAPE DETAILS

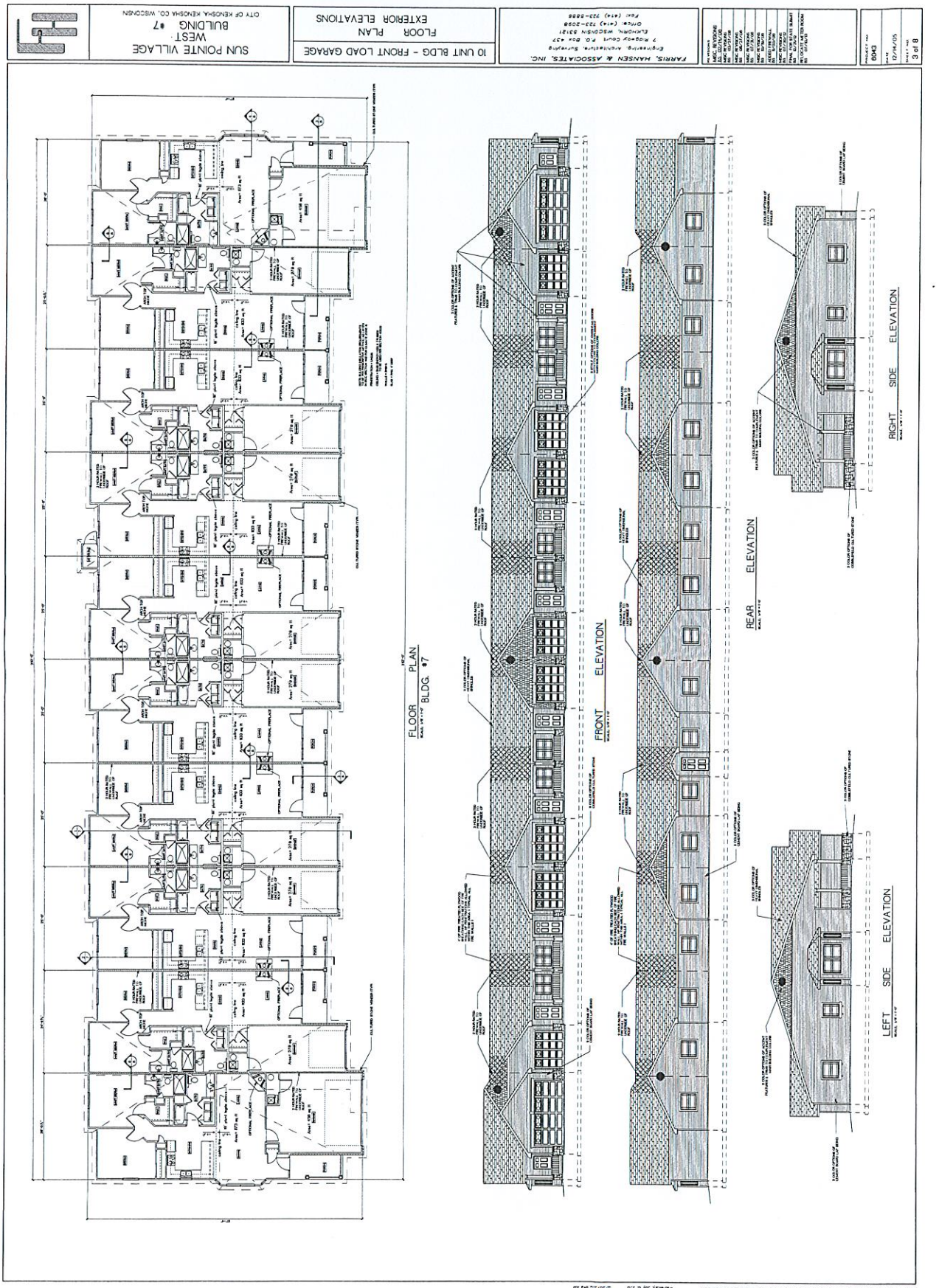
FARRIS, HANSEN & ASSOCIATES, INC.
Engineering, Architects, Surveying
7 Tower Square, P.O. Box 137
Elkhorn, WI 53121
Office: (262) 723-2098
Fax: (262) 723-5888

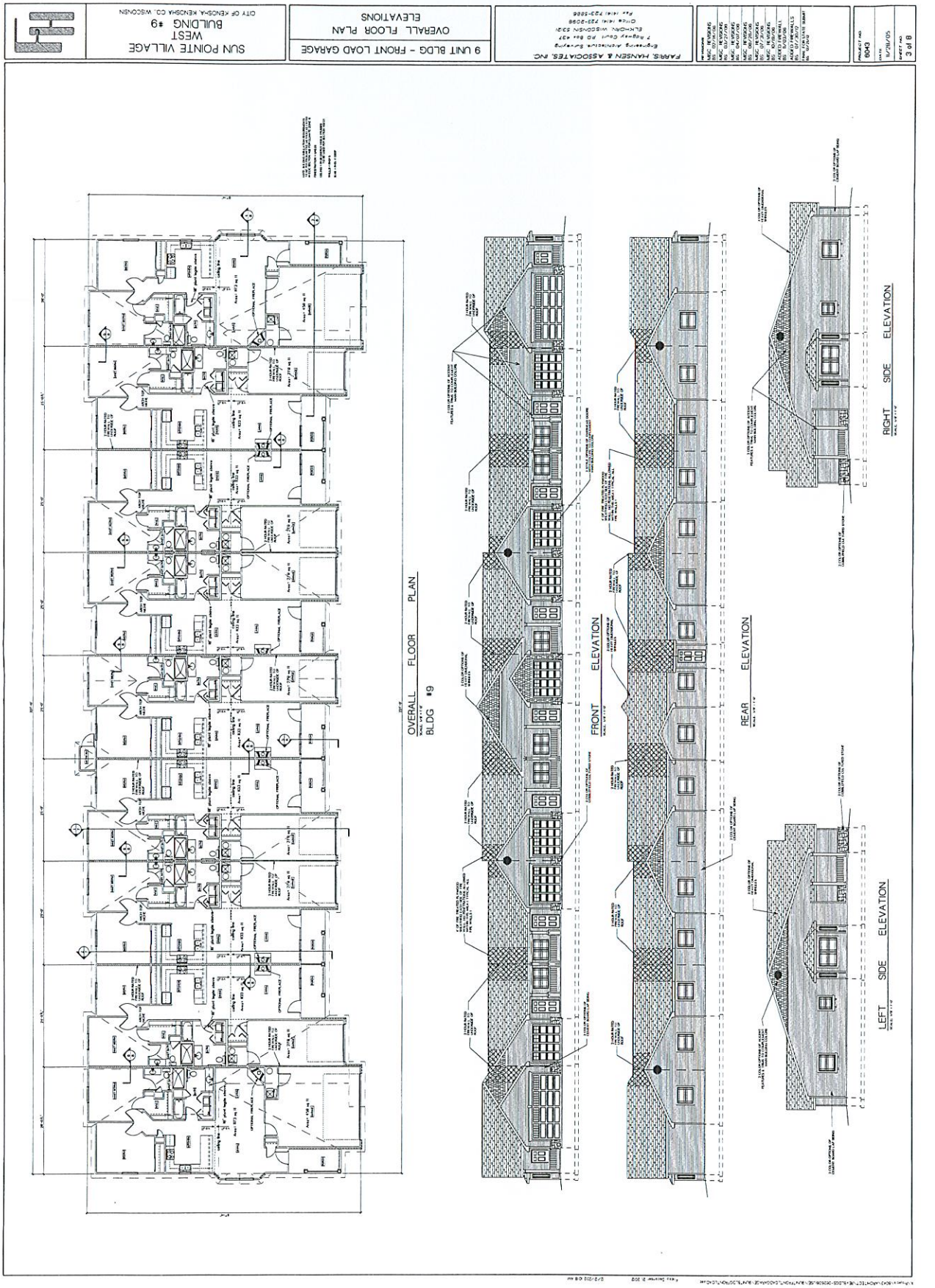
REVISIONS
MISC. REVISIONS
RS. 10/06/05
MISC. REVISIONS
RS. 11/02/05

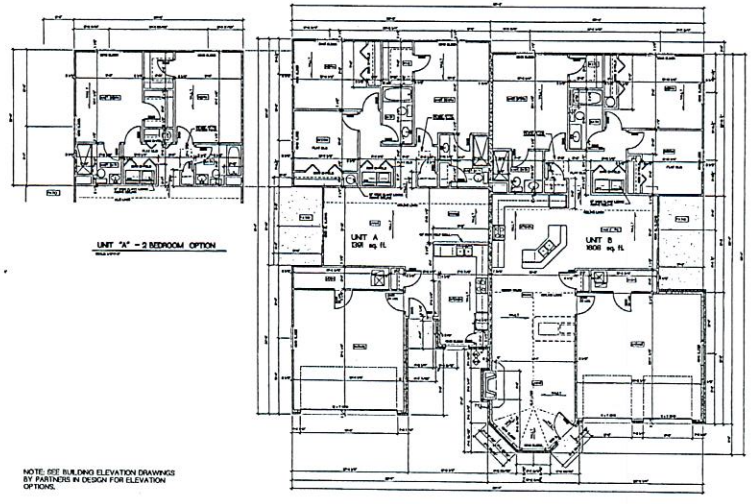
PROJECT NO. 6043
DATE 10/04/04
SHEET NO. 6 of 10


SUN POINTE VILLAGE
AND
DUPLEX CONDOMINIUMS
CITY of KENOSHA, KENOSHA COUNTY, WISCONSIN
STYLE NO. 1
9 UNIT BLDG - REAR LOAD GARAGE
OVERALL FLOOR PLAN
EXTERIOR ELEVATIONS
FARRIS, HANSEN & ASSOCIATES, INC.
Engineering, Architecture, Surveying
7 Regency Court P.O. Box 437
Elkhorn, Wisconsin 53121
Office (262) 723-2098
Fax: (262) 723-5886
6043
11/22/05
9 of 15
OVERALL FLOOR PLAN
BLDGS #3, #6,
FRONT ELEVATION
REAR ELEVATION
RIGHT SIDE ELEVATION
LEFT SIDE ELEVATION

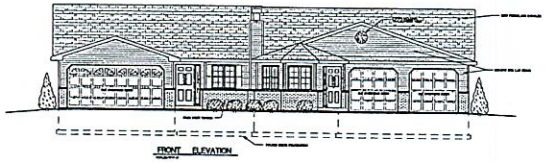

SUN POINTE VILLAGE
WEST
BUILDINGS 3,4,5,6, & 8
CITY of KENOSHA, KENOSHA COUNTY, WISCONSIN
STYLE NO. 2
9 UNIT BLDG - REAR LOAD GARAGE
OVERALL FLOOR PLAN
EXTERIOR ELEVATIONS
FARRIS, HANSEN & ASSOCIATES, INC.
Engineering Architecture Surveying
7 Ridgway Court P.O. Box 437
Elkhorn, WISCONSIN 53121
Office (262) 723-2588
Fax (262) 723-5886
PROJECT NO. 6043
DATE 10/22/05
SHEET NO. 3 of 8
OVERALL FLOOR PLAN
BLDGS 4,5,8
FRONT ELEVATION
REAR ELEVATION
RIGHT SIDE ELEVATION
LEFT SIDE ELEVATION


SUN POINTE VILLAGE
WEST
BUILDING #7
CITY OF KENOSHA, KENOSHA CO., WISCONSIN
10 UNIT BLDG - FRONT LOAD GARAGE
FLOOR PLAN
EXTERIOR ELEVATIONS
FARRIS, HANSEN & ASSOCIATES, INC.
Engineering, Architecture, Surveying
7 Regency Court P.O. Box 437
Elkhorn, Wisconsin 53121
Phone: (414) 723-2098
Fax: (414) 723-2888
FLOOR PLAN
BLDG. #7
FRONT ELEVATION
REAR ELEVATION
RIGHT SIDE ELEVATION
LEFT SIDE ELEVATION


SUN POINTE VILLAGE
WEST
BUILDING #9
CITY OF KENOSHA, KENOSHA CO., WISCONSIN
9 UNIT BLDG - FRONT LOAD GARAGE
OVERALL FLOOR PLAN
ELEVATIONS
FARRIS, HANSEN & ASSOCIATES, INC.
Engineering & Architecture Surveying
7 Highway Court, PO Box 497
ELKHORN, WISCONSIN 53121
Office (414) 723-2056
Fax (414) 723-5886
6843
3 of 8
OVERALL FLOOR PLAN
BLDG #9
FRONT ELEVATION
REAR ELEVATION
RIGHT SIDE ELEVATION
LEFT SIDE ELEVATION

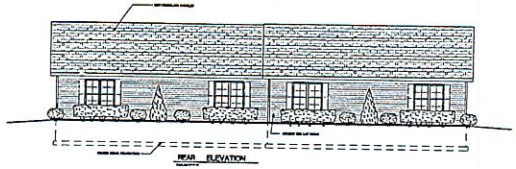


FIRST FLOOR PLAN

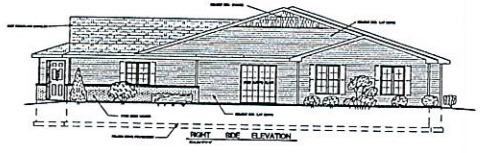


FRONT ELEVATION

LEFT SIDE ELEVATION

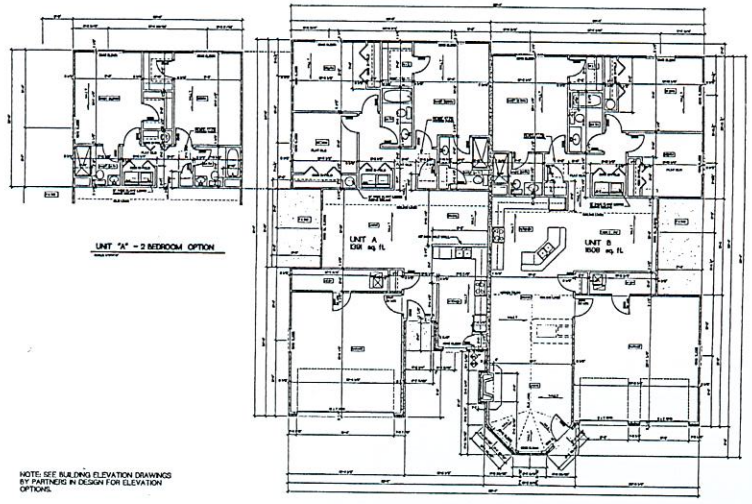


REAR ELEVATION

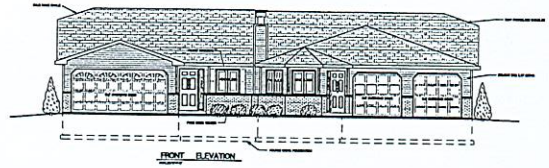


RIGHT SIDE ELEVATION

STYLE NO. 1 - DUPLEX CONDOMINIUMS

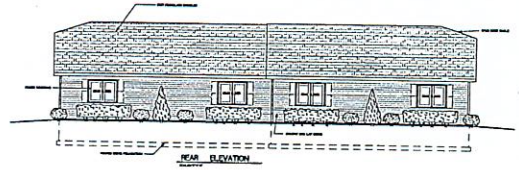


FIRST FLOOR PLAN

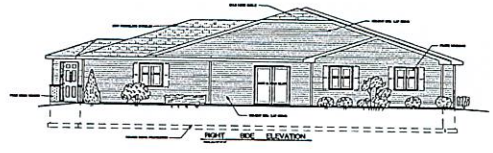


FRONT ELEVATION

LEFT SIDE ELEVATION



REAR ELEVATION



RIGHT SIDE ELEVATION

STYLE NO. 2 - DUPLEX CONDOMINIUMS

SUN POINTE VILLAGE AND DUPLEX CONDOMINIUMS
CITY OF KENOSHA, KENOSHA CO. WISCONSIN

DUPLEX CONDOMINIUMS

FARRIS, HANSEN & ASSOCIATES, INC.
Engineering, Architecture, Surveying
7 Ridgway Court P.O. Box 437
ELKHORN, WISCONSIN 53121
Office: (262) 723-2098
Fax: (262) 723-3868

REVISIONS
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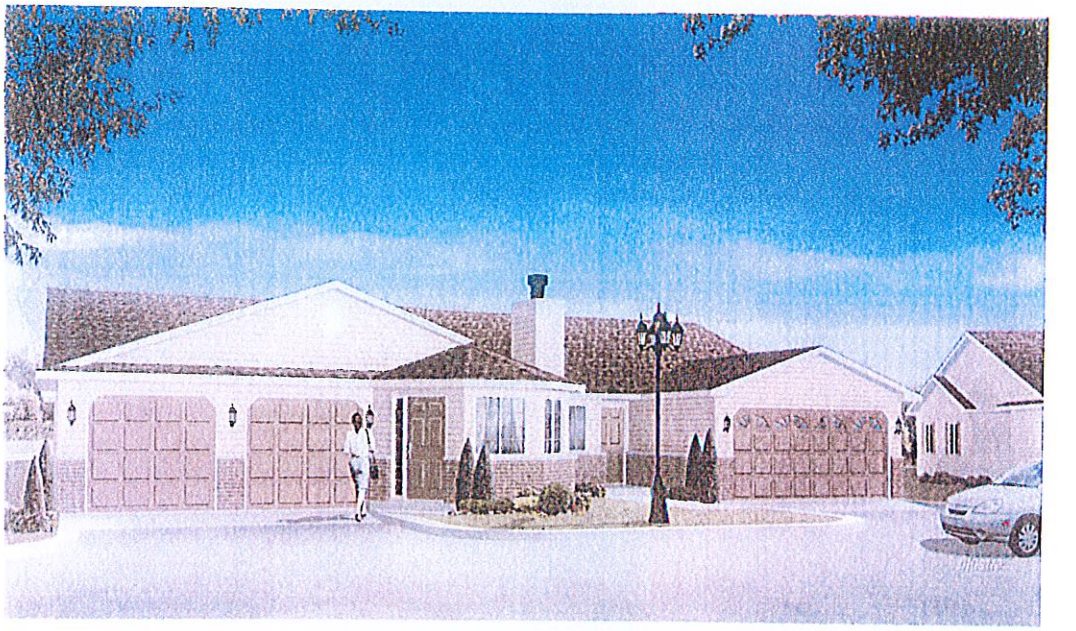
SS 05/02/05
REV DUPLEX ELEV
SS 05/28/05
REV DUPLEX ELEV
SS 06/03/05
MISC. REVISIONS
SS 10/06/05
REVISED FOR RESUBMITTAL
SS 8/05/08

PROJECT NO. 6043
DATE 09/14/04
SHEET NO. 15 of 15

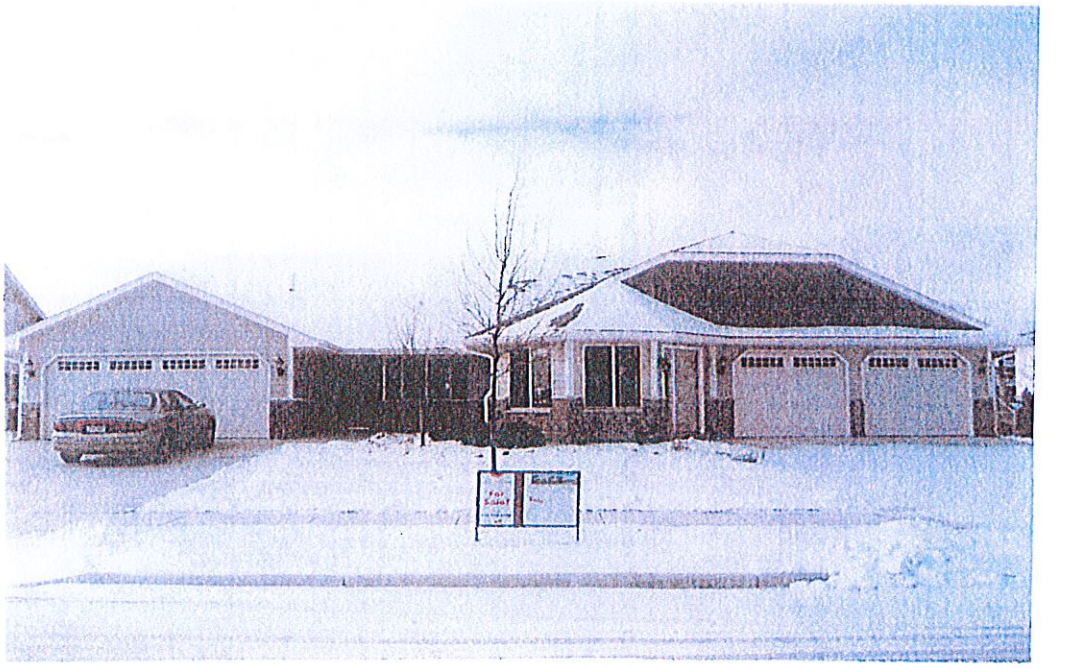
SUN POINTE VILLAGE

9 UNIT BUILDING

SUN POINTE VILLAGE



BEGONIA / AZALEA UNITS



AZALEA / BEGONIA UNITS

Planning & Zoning Division 625 52nd Street - Room 308 Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	March 20, 2014	Item 2
Conditional Use Permit for a 40,613 s.f. airport service hangar to be located at the Kenosha Regional Airport at 9900 52nd Street. (Stein's) (District #16) PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: Kenosha Regional Airport
Zoned: IP Institutional Park

NOTIFICATIONS/PROCEDURES:

The alderperson of the district, Alderperson Downing, has been notified. The Common Council is the final review authority.

ANALYSIS:

- The proposed hangar at the Kenosha Regional Airport would be the first hangar constructed in the hangar area on the east end of the Airport. The infrastructure for future hangars was installed in this area within the last few years
- While the Zoning Ordinance does not provide any minimum design or building materials standards for aviation related buildings at the Kenosha Regional Airport, the applicant is providing a significant amount of stone, split-faced block and windows along with the standard metal panels usually found on an airport hangar.
- The hangar is to provide for fueling and servicing of aircraft, along with pilot training and aircraft sales.
- Plans were sent to other City Departments for their review. Their comments are included in the attached Conditions of Approval.
- The plans generally comply with Sections 4 and 14 of the Zoning Ordinance.

RECOMMENDATION:

A recommendation is made to approve the Conditional Use Permit, subject to the attached Conditions of Approval.

Brian R. Wilke, Development Coordinator

Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2014/MAR20/fact-cup-steins-hangar.odt

1. The following Conditions of Approval will run with the land and shall be included in a document recorded with the Kenosha County Register of Deeds:
   a. The applicant shall obtain all required construction permits from the Department of Community Development & Inspections. This includes, but is not limited to Erosion Control, Building, Plumbing, Electrical and Occupancy permits.

   b. The applicant shall obtain a Parking Lot permit from the Department of Public Works.

   c. All signs shall comply with Chapter 15 of the Code of General Ordinances and the applicant shall obtain sign permits for all new signs. A separate submission and permits are required for all signs. Sign information provided under the Conditional Use Permit is for reference only and does not constitute sign permit approval.

   d. The development shall be constructed per the approved plans on file with the Department of Community Development & Inspections, Room 308, 625 52nd Street, Kenosha, WI 53140. Any changes to the approved plans shall require an amendment to the Conditional Use Permit. All changes shall be submitted to the Department of Community Development & Inspections for review and approval.

   e. Prior to the issuance of any Occupancy permits, all parking areas, drives and designated paved areas shall have the initial lift of asphalt installed. The building exterior shall be completed per the approved plans, the exterior lighting shall be installed and the Conditional Use Permit shall be recorded with the Kenosha County Register of Deeds. All improvements indicated on the plans, including landscaping, shall be installed prior to the issuance of a final Occupancy permit. The recording fees for the Conditional Use Permit shall be submitted by the applicant.

   f. Compliance with City and State and/or Federal Codes and Ordinances including Chapter 18 and 25 of the Code of General Ordinances.

   g. All trash containers shall be stored within the enclosure or building. The applicant/owner shall be responsible for waste collection and removal for the development. The City of Kenosha shall not provide waste collection or removal services or incur any cost in this regard.

   h. The applicant shall meet all applicable Conditions of Approval and obtain a building permit within six (6) months of Common Council approval of the Conditional Use Permit or the Conditional Use Permit shall be null and void.

   i. All vehicles shall be parked within the designated paved areas.

   j. All improvements, including landscaping, shall be maintained per the approved plans. Any damaged fencing, landscaping or building shall be replaced or reconstructed per the approved plans.

k. Compliance with the Operational Plan dated February 19, 2014.

2. The following conditions of approval shall be satisfied with City Staff prior to the issuance of any construction permits.
   a. The Drainage Plan shall be revised and resubmitted for review and approval addressing comments listed in the Public Works memo dated March 13, 2014.

   b. The Utility Plan shall be revised and resubmitted for review and approval addressing the comments listed in the Kenosha Water Utility Memo dated March 3, 2014.

   c. Additional information is needed on the metal panel material.

/u2/acct/cp/ckays/1CPC/2014/MAR20/conditions-steins.odt

ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR.
SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS
MICHAEL M. LEMENS, P.E., DIRECTOR
SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

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

TO: Brian Wilke, Development Coordinator

FROM: Michael M. Lemens, P.E. 3-14-14
Director of Public Works

Shelly Billingsley, P.E. Shelly Billingsley 3-14-14
City Engineer

DATE: **March 13, 2014**
SUBJECT: **PLAN REVIEW COMMENTS**
Project Description: **Steins Airport Service Hanger**
Location: **Kenosha Regional Airport**

Our staff has reviewed the plans for this project. The following comments are provided:

Parking Lot Ordinance Compliance	Sufficient	Deficient	Not Applicable
Parking Lot Paved	X		
Standard Stall Width	X		
Parking Lot Layout	X		
Parking Lot Lighting Shown		X	
Parking Lot Lighting Adequate		X	
Handicapped Parking	X		
Driveway Locations			X
Driveway Width			X
Passing Blister or Accel/Decel Lanes			X
Sidewalks Adequate	X		
Drive Thru Lane Design			X

Public Streets	Sufficient	Deficient	Not Applicable
Geometric Design			X
Pavement Width			X
Pavement Thickness Design			X
Established Grades			X
Plan Details			X
Sidewalks			X
Street Lights			X

Site Grading/Drainage	Sufficient	Deficient	Not Applicable
Drainage Plan		X	
Storm Sewer		X	
Storm Water Detention			X
Drainage Calculations		X	

Project Approval/Permits Needed	Yes	No	Not Applicable
Project Approved for Permitting		X	
Withhold Permits: See Comments	X		
Approve Footing/ Foundation Only (per condition)			X
Parking Lot Permit Required	X		
Driveway Permits Required			X
Sidewalk Permit Required			X
Street Opening Permit Required			X
Stormwater Permit Required	X		
Erosion Control Required	X		
State Permit Required	X		

Grading & Drainage Comments:

1. Provide copies of the appendixes from the original Mead & Hunt report from 2007. The information provided does not confirm that the proposed development and discharge to the existing storm sewers is within the parameters of the original Stormwater Management Plan for the site.
2. The Mead & Hunt report from 2007 was accepted by the City as meeting both water quality and quantity standards. As long as the proposed development meets the parameters of the approved report no further water quality or quantity controls will be required by the City. The Wisconsin DNR has indicated that they will require additional water quality controls. When

plans are approved by the Wisconsin DNR, updated copies should be sent to the City along with a copy of the DNR permit.

3. On plan sheet C1.4 the storm sewer connection to the existing inlet downslope from CB 5 is labeled at an invert elevation (699.75) below that of the invert of the outgoing pipe (699.97).
4. Where does drainage at the north connection to "Road 1" get collected?
5. If there are no BMPs in the existing storm sewer system to meet the "no visible petroleum sheen" requirement for fueling/maintenance areas then they will be required on this site.

Traffic Comments:

6. Handicap Ramps should have Detectable Warning Fields including under canopy.
7. All lights should be cutoff so not to interfere with adjacent leased areas or private road glare.
8. Average photometrics should be 1.0 foot-candles unless airport requirement differs. Area around canopy rather dark.
9. Show parking lot light locations on site plan and electrical shall be shown on separate plan sheet.
10. Provide signage especially stop signs at entrances.

cc: **Jeff Hansen**
Shelly Billingsley
Kile Kuhlmey
Gerard Koehler

Engineering Services
4401 Green Bay Road
Kenosha WI 53144

Phone (262) 653-4315
Fax (262) 653-4303

"Providing and Protecting Kenosha's Greatest Natural Resource"

MEMO

To: Brian Wilke, Development Coordinator

From: Ian C. Bagley, P.E., Water Engineer

Date: March 3, 2014

Subject: Stein's Airport Service Hangar

Location: Kenosha Regional Airport

The Kenosha Water Utility (KWU) has reviewed the submittal for the above referenced project. Further information from the Developer is required before the Utility can complete this review. Please withhold all permits until the following information is submitted.

1. Show the water meter location on the construction plans. The water meter shall have unobstructed access, twelve inches (12") from the inside wall, twelve to twenty-four inches (12"-24") above the floor.
2. The 1-1/2" water meter as shown on the plans will incur a sanitary sewer connection fee of $16,407.00 which must be paid prior to connection.
3. Provide elevations for the invert, flange and the center of large coupling at each fire hydrant.
4. The property owner must provide KWU with written authorization to access the sanitary sewer sampling manhole.
5. Please update the two connection notes on the Utilities Plan as follows:
   - Any utility work offsite and all **public** sanitary sewer connections to be inspected by KWU. Notify KWU 48 hours in advance of connecting to **public** sewer.
   - All water connections to existing **public** water mains shall be completed by KWU with excavation and backfill by developer. Developer shall provide 72 hours notice to KWU when **public** connection is to be made.
6. All fire hydrants shall be compression type with a five and one-quarter inch (5-1/4") valve opening, two (2) two and one-half inch (2-1/2") NST nozzle connections, one (1) Kenosha Standard pumper connection (Traverse City Iron Works #405-26, 4 threads per inch and 5.812 inch diameter). The base shall have a six inch (6") mechanical joint connection with a rubber gasket and fluorocarbon coated Cor-Blue

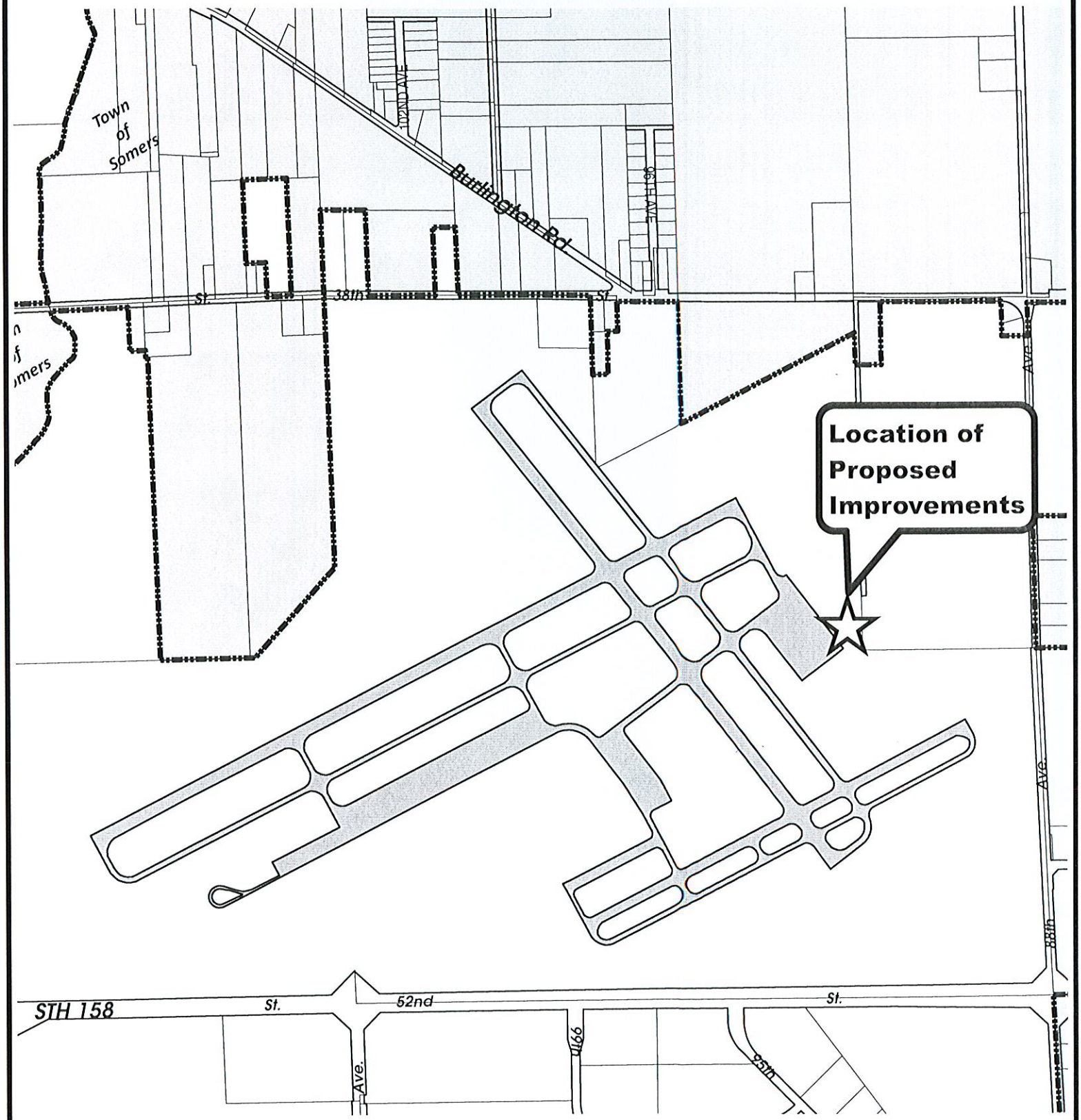
T-Bolts and nuts. Hydrant top operating nut and nozzle cap nuts shall be one and one-quarter inch (1-1/4") pentagon. All hydrants shall close in a clockwise direction. Hydrants shall be Mueller Super Centurion 200 or Kennedy Guardian. Each hydrant shall receive a final coat of red paint after installation.

7. Industrial facilities must complete an industrial discharge form in accordance with Rule 08-03(02) of the Kenosha Water Utility Rules and Regulations. This form is attached.

CC: Mr. Robert Carlson, P.E., Director of Engineering Services

City of Kenosha

Stein's Airport Service Hangar CUP



DCDL ~ Planning & Zoning Division ~ JBL ~ BRW ~ March 13, 2014 ~ mc

February 19th, 2014

Narrative Description

Project: Stein's Airport Service Hangar
Kenosha Regional Airport
Kenosha, WI

Stein's Airport Services would like to construct and operate a Hangar on the Kenosha Regional Airport property. The project involves construction of a 40,555sf hangar with apron, and associated vehicle parking and on site utilities. New site access, internal drive systems, automobile parking, and truck loading area will also accommodate the development. The purpose of the project is to meet local demand for Stein's Airport Services. It will be constructed east of the runways and will be in the south westernmost location. This area will be leased from the Airport. Final survey lease lines and associated legal descriptions will be completed in the near future. Airport Commission and Common Council will be required for lease approval at a later date. This property is currently zoned Institutional Park and will remain the same under the proposed condition. This use conforms to the planned use of this general area. It will be considered Fixed Base Operations and include fuel sales, FAA certified repair station, aircraft management, aircraft sales, and flight training. There will be a total of 20 employees with 10 of those being relocated. Deliveries are anticipated to be about 20 per week with the majority coming from UPS, Fed Ex, and uniforms. There is expected to be 5 base customers, approximately 30 transient maintenance customers, and transient aircraft utilizing the fixed base services. The building will use the most current technology and will provide an attractive design. Construction is expected to start April of 2014 and will be open for operation by the end of 2014.

The proposed development generally conforms to all zoning requirements and design standards for the City of Kenosha. The impervious area takes up 80% of the site's leased area. Due to the proximity of the site within the airport's property all setbacks are adhered to, and the Airports 10' building setback from a lease line is also followed. Truck deliveries/shipments and garbage disposal will be made from the entrance road on the south side of the building. Full size semi-trailers are anticipated for some deliveries and will occur from the Entrance Road. The truck will then back out onto the Entrance Road after making its delivery. This is the reason for the widened drive access. The fueling area on the west side of the building will be screened with plantings. As part of this project a lighting plan has been included to verify lighting in the maneuvering areas and along drive lanes. The site provides a significant amount of green space and foundation landscaping plan is also included in the submittal. It was determined with staff that parking lot, parkway, bufferyard, etc. do not apply due to the use and distance of the property from the ROW. The building will contain all applicable items for fire suppression and detection. All necessary fire prevention guidelines and requirements are intended to be followed. An onsite hydrant and Fire Department Connection is provided on the site as requested by the City Fire Department. The development will use wall signage.

Private water and fire service has been obtained from the private main north of the development. Hydrant and water placement has been coordinated with Fire Department. Sanitary sewer will be connected to the main north of the development. The existing 4" stub will be used. Stormwater from the site will be piped to the private road's storm system and discharged to the regional stormwater pond located north of the site. This development has been accounted for in the original stormwater calculations. See Stormwater Report. The development will disturb approximately 2.19 acres. This amount of disturbance will require the site to adhere to City and DNR standards for stormwater management and erosion control. A Stormwater Pollution and Prevention Plan (SWPPP) has been included in the construction plan set. The erosion control measures include silt fence, tracking pads, ditch checks, and inlet protection and site stabilization.

Development Review Application
City of Kenosha, Wisconsin

Mailing Information

NAME OF PROJECT: Stein's Airport Service Hangar

Check one (1) of the following boxes to indicate the recipient of all correspondence:

( ) Name and Address of Applicant [Please print]:
Stein's Airport Service
Attn: Mike Stein
2651 Aviation Drive
Waukesha, WI 53188

Phone: 262-544-2031
Fax:
E-Mail: info@stein.aero

(x) Name and Address of Architect/Engineer [Please print]:
Excel Engineering, Inc.
Attn: Dean Schulz
100 Camelot Drive
Fond du Lac, WI 54935

Phone: 920-926-9800
Fax: 920-926-9801
E-Mail: dean.s@excelengineer.com

( ) Name and Address of Property Owner (if other than applicant)[Please print]:
Kenosha Regional Airport
Attn: Wayde Buck
9900 52nd Street
Kenosha, WI 53144

Phone: 262-653-4161
Fax:
E-Mail: wbuck@kenosha.org

Project Location

Location of Development (street address and / or parcel number): _____

Type of Land Development

Check all that apply. Note: Additional information may be required within individual Sections.

[ ]	Certified Survey Map	Section 1	Page 3
[ ]	Concept Review (*Land Division*)	Section 2	Page 4
[ ]	Concept Review (Multi-Family Residential or Non-Residential)	Section 3	Page 5
[✓]	Conditional Use Permit	Section 4	Pages 6 & 7
[ ]	Developer's Agreement	Section 5	Page 8
[ ]	Final Plat	Section 6	Pages 9 & 10
[ ]	Lot Line Adjustment Survey	Section 7	Page 11
[ ]	Preliminary Plat	Section 8	Pages 12 & 13
[ ]	Rezoning	Section 9	Pages 14 & 15
[ ]	Site Plan Review	Section 10	Pages 16 & 17

Prior to Submitting this Application to the Department of City Development, Please Review the Appropriate Section(s) for Fees, Requirements and Appropriate Appendices.

Submit this *cover page, completed application, applicable section(s) and appendices along with ALL required plans, information and fees to:*

Department of Community Development & Inspections
Planning Division
625 52nd Street, Room 308
Kenosha, WI 53140

Phone: 262.653.4030
Fax: 262.653.4045

Office Hours:
M - F 8:00 am – 4:30 pm

SECTION 4
CONDITIONAL USE PERMIT

Additional Information Required:	**Building or Addition Square Footage:** 40,613 sf **Existing Building Size:** 0 **Site Size:** 2.11 **Current # of Employees** 20 **Anticipated # of New Employees** n/a **Anticipated Value of Improvements** 3. million
Submittal Requirements:	➢ **Ten (10) full size scaled copies of Specified Plans indicated below drawn at a standard engineering scale** ➢ **Developer Site Plan/Conditional Use Permit Checklist (Appendix A)**
If Item to be Reviewed by Plan Commission/Common Council must Submit:	➢ **One (1) 8 1/2" x 11" reduction *or* twenty (20) 11" x 17" reductions of the Site/Landscape Plan, Floor Plan and Colored Building Elevations (all sides)** ➢ **Sample Board containing colored samples of all exterior building materials**

Fees:

	Building or Addition Size	Site size	Review Fee
Level 1	<= 10,000 sq. ft.	<= 1 acre	$900 = City Plan Dept. *or* $1,025 = CPC/CC
Level 2	10,001 - 50,000 sq. ft.	1.01 - 10 acres	$1,175 = City Plan Dept. *or* $1,300 = CPC/CC
Level 3	50,001 - 100,000 sq. ft.	10.01 - 25 acres	$1,600 = City Plan Dept. *or* $1,725 = CPC/CC
Level 4	> 100,001 sq. ft.	> 25.01 acres	$2,000 = City Plan Dept. *or* $2,125 = CPC/CC

- **If building size or addition and gross acreage of the site determine two (2) different fees, the greater of the two fees will be assessed.**
- **Application fee entitles applicant to an initial review and one re-submittal.**
- **Re-submittal fee = $425 per re-submittal after two (2) permitted reviews.**
- **CUP Amendment = 50% of the applicable fee as determined above.**

Appendices to Review:	➢ All
Approximate Review Time:	➢ **30 days for Staff Review** ➢ **45-60 days for City Plan Commission/Common Council Review**

The conditional use permit plans, *prepared to a standard engineering scale*, shall be submitted with this application & shall include the following information:

Building Plan:	➢ Layout of building(s) including size and layout of rooms ➢ Design and architecture ➢ Plans and details on fire suppression and/or standpipe ➢ Plans and details on fire detection, fire alarm and other safety devices
Site Plan (based on a plat of survey)	➢ Legal description of property ➢ Location and footprint of building(s) and structure(s) ➢ Locations of existing and proposed streets, drives, alleys, easements, rights-of-way, parking as required, vehicular and pedestrian access points, and sidewalks ➢ Outline of any development stages ➢ Location and details on any required emergency access roads ➢ A calculation of square footage devoted to building, paving and sidewalks, and landscaped/open space
Drainage Plan	➢ Existing topography, including spot elevations of existing buildings, structures, high points, and wet areas, with any previous flood elevations ➢ Floodplain boundaries, if applicable ➢ Soil characteristics, where applicable ➢ Proposed topography of the site denoting elevations and natural drainage after construction and any proposed stormwater retention areas

SITE INFORMATION:

PROPERTY AREA:	AREA = 91,772 S.F. (2.11 ACRES)
EXISTING ZONING:	INSTITUTIONAL PARK
PROPOSED ZONING:	INSTITUTIONAL PARK
PROPOSED USE:	AIRPORT HANGAR
AREA OF SITE DISTURBANCE:	2.19 ACRES
SETBACKS: BUILDING:	FRONT = NONE SIDE = NONE REAR = 9' CHPT 18 (AIRPORT): FRONT = 10' SIDE = 10' REAR = 10'

PROPOSED BUILDING HEIGHT 45' (MAX HEIGHT 45')

PARKING REQUIRED: SERVICE/FUELING STATION-3/SERVICE (18 REQ'D)
OFFICE SPACE - 1/250 GFA (12 REQ'D)
TOTAL REQ'D=30 STALLS

PARKING PROVIDED: 51 SPACES (3 H.C. ACCESSIBLE)

HANDICAP STALLS REQUIRED: 3/ HANDICAP STALLS PROVIDED: 3

BUILDING OCCUPANCY CLASSIFICATION = S-1

CLASS OF BUILDING CONSTRUCTION = IIB

EXISTING SITE DATA

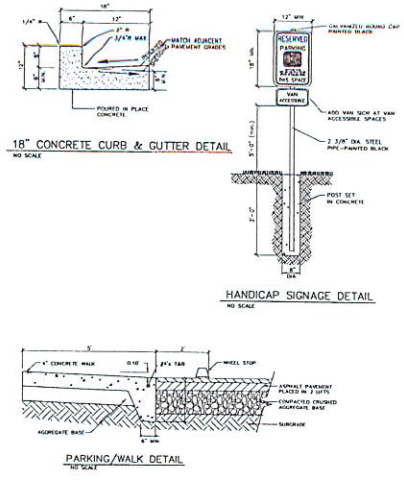
	AREA (AC)	AREA (SF)	RATIO
PROJECT SITE	2.11	91,772	
LANDSCAPE/OPEN SPACE	2.11	91,772	100%

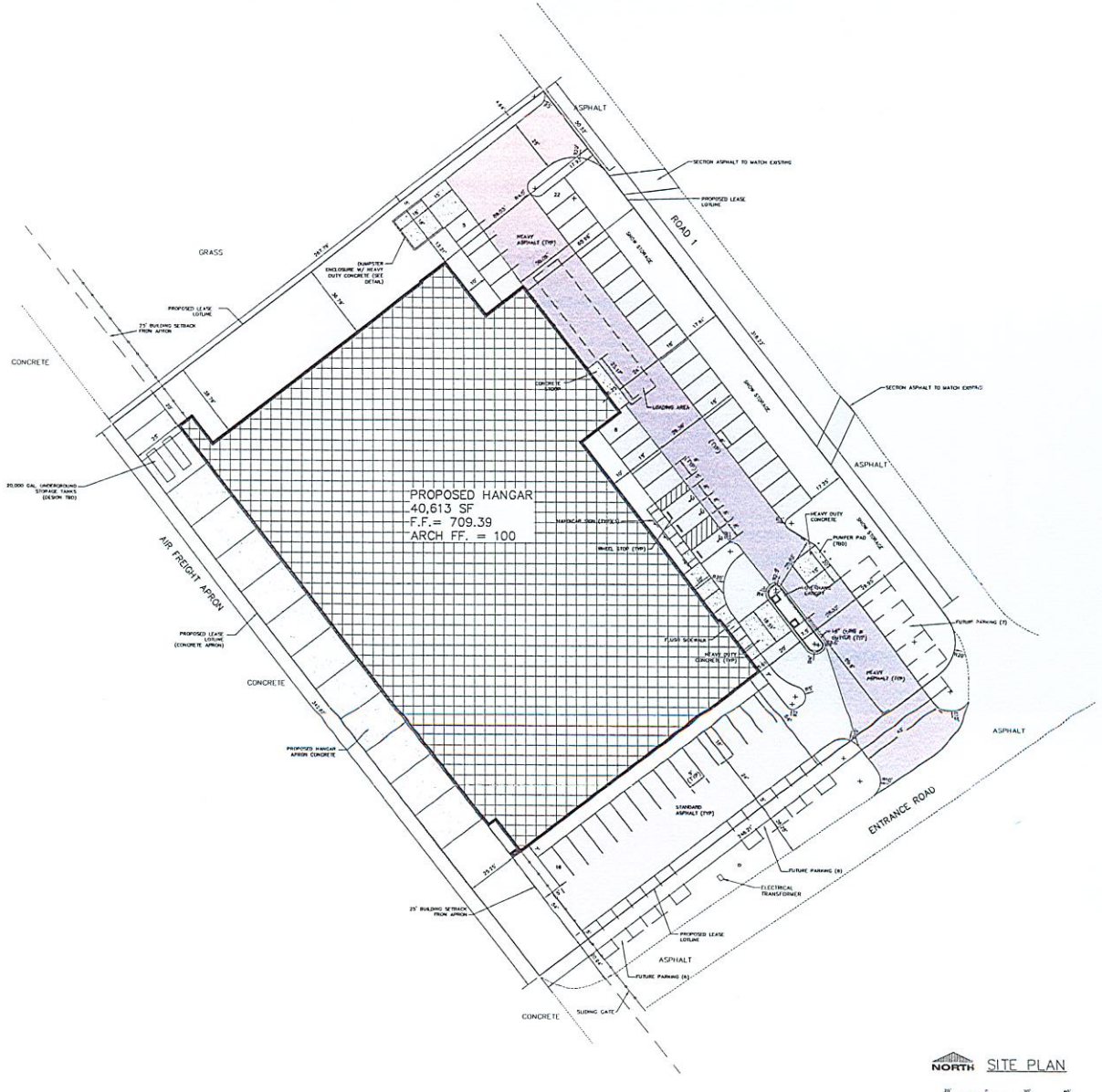
PROPOSED SITE DATA

	AREA (AC)	AREA (SF)	RATIO
PROJECT SITE	2.11	91,772	
BUILDING FLOOR AREA	0.93	40,613	44.0%
PAVEMENT (ASP. & CONC.)	0.77	33,395	36.4%
TOTAL IMPERVIOUS	1.69	74008	80.6%
LANDSCAPE/OPEN SPACE	0.41	17,764	19.6%

STANDARD ASPHALT

HEAVY DUTY ASPHALT





PRELIMINARY DRAWING - NOT FOR CONSTRUCTION

EXCEL ENGINEERING INC.

Always a Better Plan

BUKACEK CONSTRUCTION building your vision

OWNER:
STEIN'S AIRPORT SERVICE
2871 AVIATION DRIVE
WAUKESHA, WI

PROJECT:
PROPOSED FLIGHT-BASE OPERATIONS FACILITY
KENOSHA REGIONAL AIRPORT
KENOSHA, WI

PRELIMINARY SHEET DATES:
FEBRUARY 20, 2014

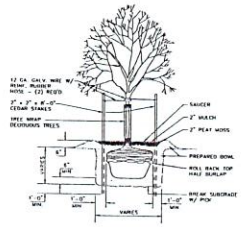
JOB NUMBER
1401930

SHEET
C1.2

© EXCEL ENGINEERING INC

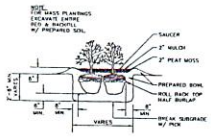
LANDSCAPING NOTES

SYMBOL	COMMON NAME	BOTANICAL NAME	PLANTED SIZE	QUANTITY
	DECIDUOUS TREES			
	Amur Maple	Acer ginnala	2"	2
	DECIDUOUS SHRUBS			
	Jeffersons Spirea	Spiraea x bumalda 'Jeffersonii'	5" - 6"	4
	Barberry Concorde	Berberis thunbergii 'concorde'	24"	12
	EVERGREEN SHRUBS			
	Mugo Pine	Pinus mugo var. mugo	36"	14
	Taunton Yew	Taunton'i	24"	8
	EVERGREEN SHRUBS			
	Arborvitae - Nigra	Thuja occidentalis 'Nigra'	2'	8



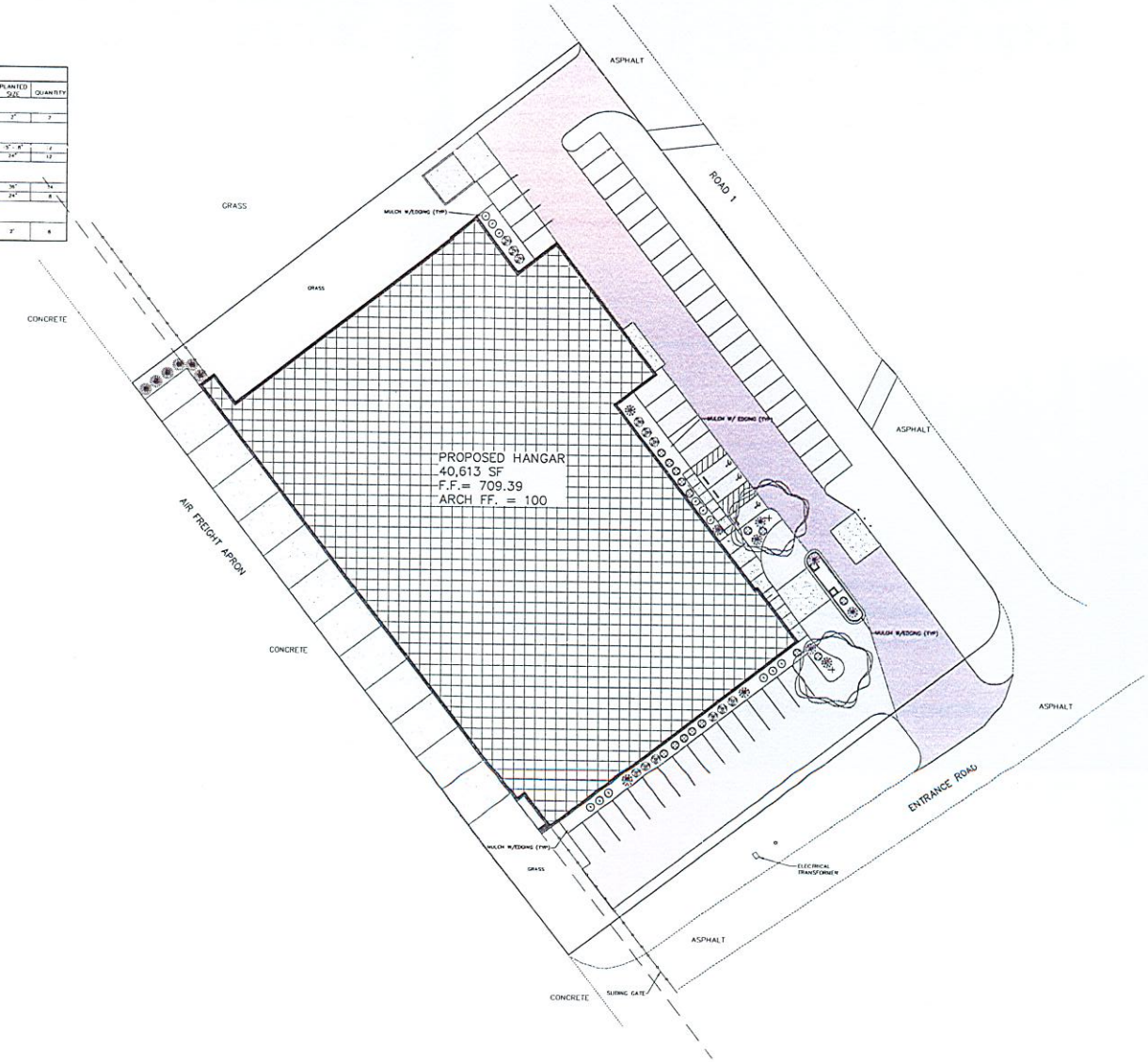
TREE PLANTING DETAIL

NO SCALE



SHRUB PLANTING DETAIL

NO SCALE



NORTH

LANDSCAPE PLAN

1" = 30'

SCALE

FEET

PRELIMINARY DRAWING - NOT FOR CONSTRUCTION

EXCEL ENGINEERING INC.

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KENOSHA, WI

PRELIMINARY SHEET DATES:
FEBRUARY 20, 2014

JOB NUMBER
1401930

SHEET
C1.5

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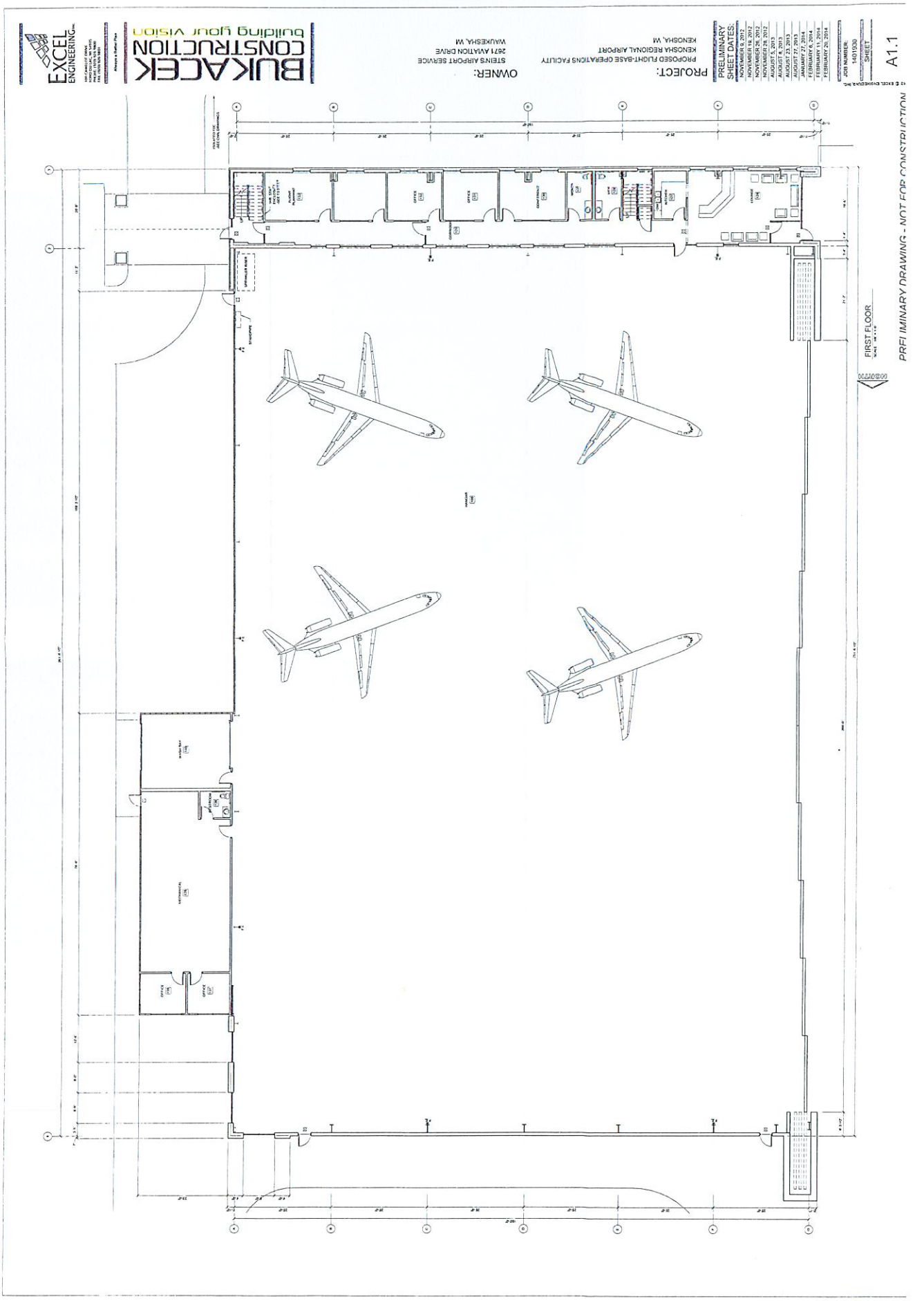
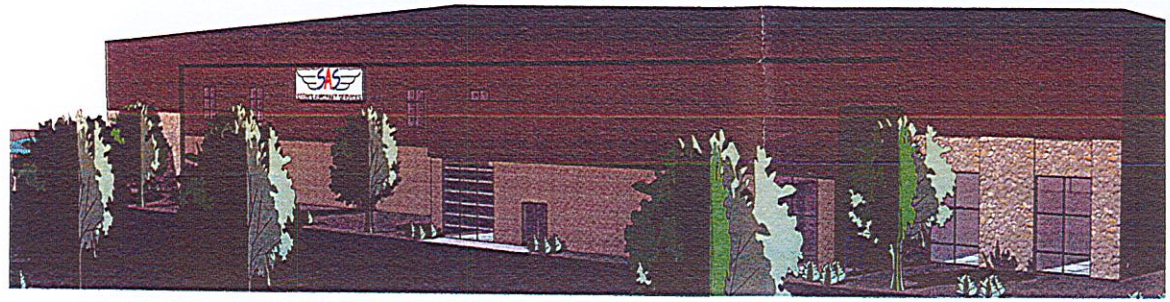
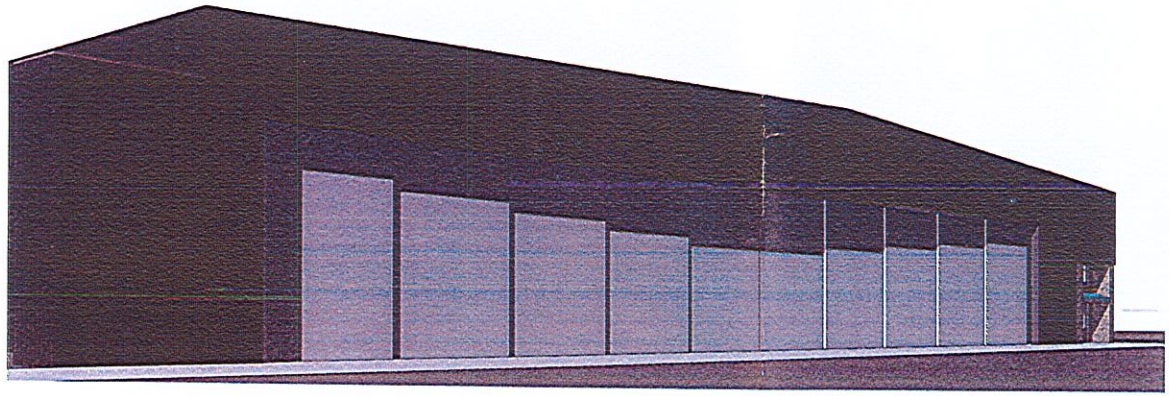
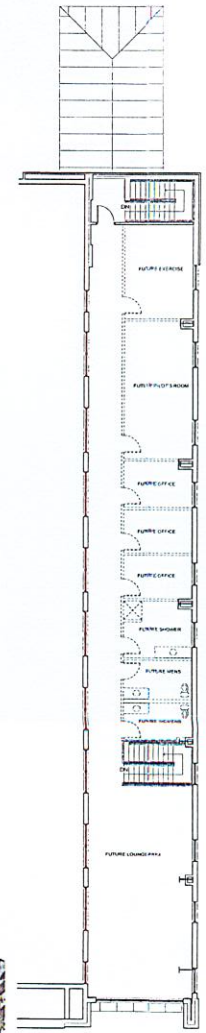

EXCEL ENGINEERING
BUKACEK CONSTRUCTION
building your vision
OWNER:
STEINS AIRPORT SERVICE
2571 AVIATION DRIVE
WAUKESHA, WI
PROJECT:
PROPOSED FLIGHT-BASE OPERATIONS FACILITY
KENOSHA REGIONAL AIRPORT
KENOSHA, WI
PRELIMINARY SHEET DATES:
NOVEMBER 9, 2012
NOVEMBER 19, 2012
NOVEMBER 28, 2012
NOVEMBER 29, 2012
AUGUST 5, 2013
AUGUST 8, 2013
AUGUST 23, 2013
AUGUST 27, 2013
JANUARY 27, 2014
FEBRUARY 6, 2014
FEBRUARY 11, 2014
FEBRUARY 26, 2014
JOB NUMBER:
1401030
SHEET
A1.1
FIRST FLOOR
PRELIMINARY DRAWING - NOT FOR CONSTRUCTION







SECOND FLOOR

EXCEL ENGINEERING INC.

100 CAMELOT DRIVE
FOND DU LAC, WI 54935
PHONE: (920) 926-9800
FAX: (920) 926-9801

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building your vision

OWNER:
STEIN'S AIRPORT SERVICE
2671 AVIATION DRIVE
WAUKESHA, WI

PROJECT:
PROPOSED FLIGHT-BASE OPERATIONS FACILITY
KENOSHA REGIONAL AIRPORT
KENOSHA, WI

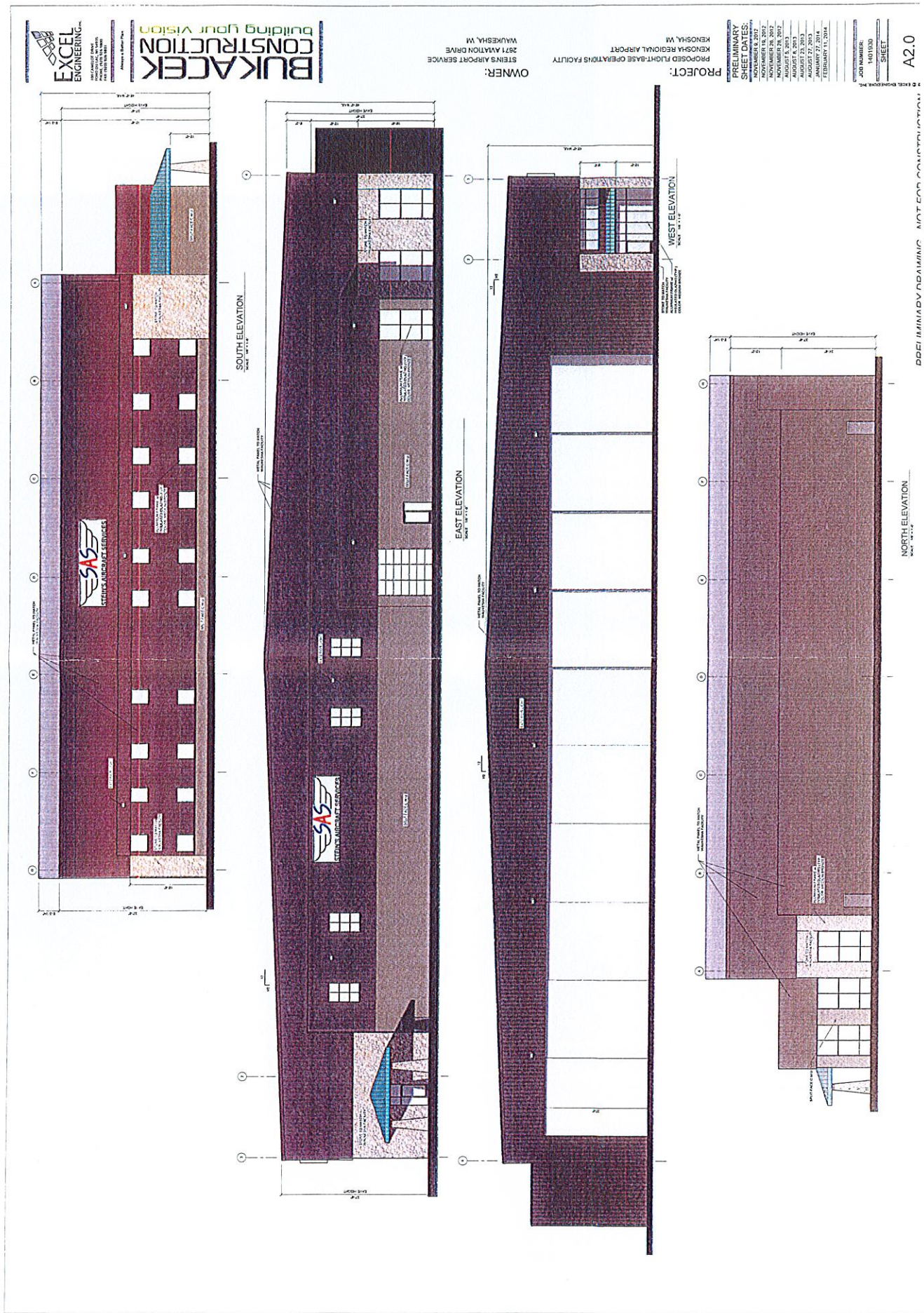
PRELIMINARY
SHEET DATES:
FEBRUARY 6, 2014
FEBRUARY 11, 2014

JOB NUMBER:
1401930

SHEET
A1.2

© EXCEL Engineering, P.C.

PRELIMINARY DRAWING - NOT FOR CONSTRUCTION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KENOSHA, WI
PRELIMINARY SHEET DATES
NOVEMBER 8, 2012
NOVEMBER 16, 2012
NOVEMBER 26, 2012
NOVEMBER 28, 2012
AUGUST 6, 2013
AUGUST 13, 2013
AUGUST 23, 2013
AUGUST 27, 2013
JANUARY 27, 2014
FEBRUARY 11, 2014
JOB NUMBER:
1401030
SHEET
A2.0
SOUTH ELEVATION
EAST ELEVATION
WEST ELEVATION
NORTH ELEVATION
STEINS AIRCRAFT SERVICES
PRELIMINARY DRAWING - NOT FOR CONSTRUCTION

Planning & Zoning Division 625 52nd Street - Room 308 Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	March 20, 2014	Item 3
Conditional Use Permit Amendment for a 70-unit apartment complex to be located at the southeast corner of 70th Avenue and 75th Place. (Sagewood Apartments) (District #14) PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: 7601 to 7617 70th Avenue
Zoned: RM-2 Multiple-Family Residential

NOTIFICATIONS/PROCEDURES:

The alderperson of the district, Alderperson Prozanski, has been notified. The Common Council is the final review authority.

ANALYSIS:

- The applicant received approval of a Conditional Use Permit from the Common Council on September 16, 2013 for a 70-unit apartment complex.
- The applicant has satisfied all of the outstanding Conditions of Approval. A Development Agreement relating to this project is also on this agenda.
- Condition 2.e., of the original Conditions of Approval, required 70th Avenue to be reconstructed prior to occupancy of any buildings. Since the proposed Development Agreement requires the applicant to post a cash assurance for 70th Avenue to be constructed at a later date, the applicant is requesting an Amendment to this condition. The condition would remove any reference of the 70th Avenue reconstruction tied to occupancy approval. The requested Amendment is noted on the attached revised Conditions of Approval.
- Also, the applicant is requesting an extension of six-months for the requirement to obtain the first building permit.
- Plans were sent to other City Departments for their review. Their comments are included in the attached Conditions of Approval.
- The plans generally comply with Sections 4 and 14 of the Zoning Ordinance.

RECOMMENDATION:

A recommendation is made to approve the Conditional Use Permit Amendment and extension, subject to the attached revised Conditions of Approval.

B. R. O.

Brian R. Wilke, Development Coordinator

Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2014/MAR20/fact-cup-sagewood.odt

Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	*Kenosha City Plan Commission Conditions of Approval*	**Sagewood Apartments** **7601 to 7617 70th Avenue**	**March 20, 2014**

1. The following conditions of approval will run with the land and shall be included in a document recorded with the Kenosha County Register of Deeds:
   a. The applicant shall obtain all required construction permits from the Department of Community Development & Inspections. This includes, but is not limited to Erosion Control, Building, Plumbing, Electrical and Occupancy permits.

   b. The applicant shall obtain a Driveway, Sidewalk, Street Opening and Parking Lot permit from the Department of Public Works.

   c. All signs shall comply with Chapter 15 of the Code of General Ordinances and the applicant shall obtain sign permits for all new signs. A separate submission and permits are required for all signs. Sign information provided under the Conditional Use Permit is for reference only and does not constitute sign permit approval.

   d. The development shall be constructed per the approved plans on file with the Department of Community Development & Inspections, Room 308, 625 52nd Street, Kenosha, WI 53140. Any changes to the approved plans shall require an amendment to the Conditional Use Permit. All changes shall be submitted to the Department of Community Development & Inspections for review and approval.

   e. Prior to the issuance of any Occupancy permits, all parking areas, drives, designated paved areas ~~and 70th Avenue~~ shall have the initial lift of asphalt installed. The building exterior shall be completed per the approved plans, the exterior lighting shall be installed and the Conditional Use Permit shall be recorded with the Kenosha County Register of Deeds. All improvements indicated on the plans, including landscaping, shall be installed prior to the issuance of a final Occupancy permit. The recording fees for the Conditional Use Permit shall be submitted by the applicant.

   f. Compliance with City and State and/or Federal Codes and Ordinances and any Conditions noted in the recorded Developers Agreement. The buildings shall comply with the current Code standards in effect upon application for a building permit.

   g. All trash containers shall be stored within the enclosure or building. The applicant/owner shall be responsible for waste collection and removal for the development. The City of Kenosha shall not provide waste collection or removal services or incur any cost in this regard.

   h. The applicant shall meet all applicable Conditions of Approval and obtain a building permit within six (6) months of the Common Council approval. Building permits for all other buildings shall be obtained within two (2) years of the Common Council approval or the Conditional Use Permit shall be null and void.

   i. All vehicles shall be parked within the designated paved areas.

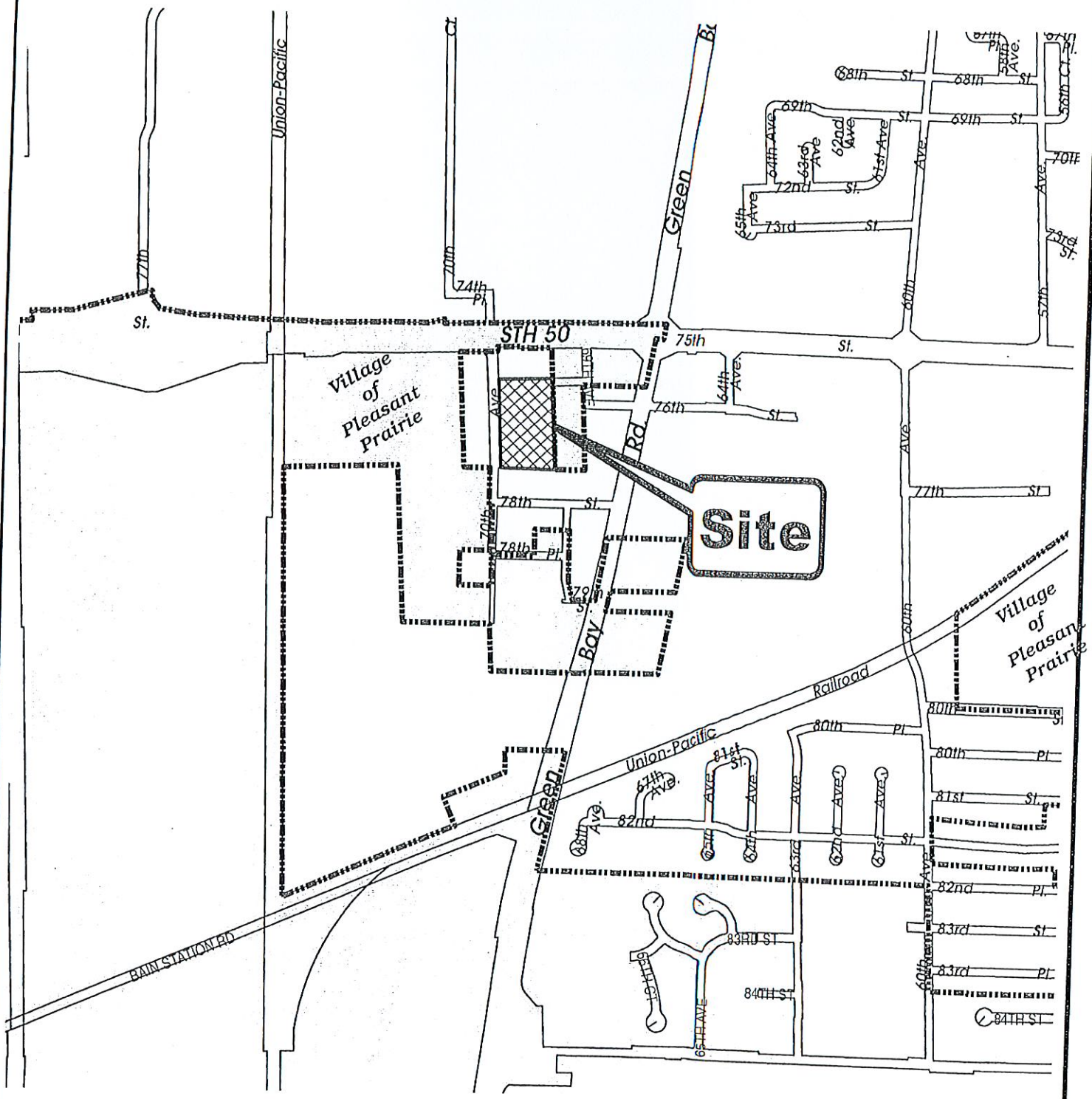
j. All improvements, including landscaping, shall be maintained per the approved plans. Any damaged fencing, landscaping or building shall be replaced or reconstructed per the approved plans.

k. 75th Place cross access shall be maintained to adjacent parcels.

/u2/acct/cp/ckays/1CPC/2014/MAR20/conditions-sagewood.odt

City of Kenosha

Vicinity Map
Sagewood Apartments CUP



Municipal Boundary

DCDI - Planning & Zoning Division - JBL - BRW - August 14, 2013 - mc

Development Review Application
City of Kenosha, Wisconsin

Mailing Information

NAME OF PROJECT: Sagewood Apartment Homes

Check one (1) of the following boxes to indicate the recipient of all correspondence:

( ) Name and Address of Applicant [Please print]:
William Bodner
Bodner Property Management LLC
11514 N Port Washington Rd. Suite 1
Mequon, WI 53092

Phone: 262-241-9101
Fax: 262-241-9087
E-Mail: bill@bodnerproperties.com

( ) Name and Address of Architect/Engineer [Please print]:
Mark Eberle
Nielsen Madsen & Barber SC
1458 Horizon Blvd., #200
Racine, WI 53406

Phone: 262-634-5588
Fax: 262-634-5024
E-Mail: meberle@nmbsc.net

(•) Name and Address of Property Owner (if other than applicant) [Please print]:
Securant Bank & Trust
306 E. Washington St.
Slinger, WI 53086

Phone: 262-297-1244
Fax: 262-297-1246
E-Mail:

Project Location

Location of Development (street address and / or parcel number): 70th Ave. and 75th Place, Kenosha, WI
Parcel No.: 03-122-10-226-052

Type of Land Development

Check all that apply. Note: Additional information may be required within individual Sections.

[ ]	Certified Survey Map	Section 1	Page 3
[ ]	Concept Review (*Land Division*)	Section 2	Page 4
[ ]	Concept Review (Multi-Family Residential or Non-Residential)	Section 3	Page 5
[✓]	Conditional Use Permit	Section 4	Pages 6 & 7
[ ]	Developer's Agreement	Section 5	Page 8
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[ ]	Lot Line Adjustment Survey	Section 7	Page 11
[ ]	Preliminary Plat	Section 8	Pages 12 & 13
[ ]	Rezoning	Section 9	Pages 14 & 15
[ ]	Site Plan Review	Section 10	Pages 16 & 17

Prior to Submitting this Application to the Department of City Development, Please Review the Appropriate Section(s) for Fees, Requirements and Appropriate Appendices.

Submit this *cover page, completed application, applicable section(s) and appendices along with ALL required plans, information and fees to:*

Department of Community Development & Inspections
Planning Division
625 52nd Street, Room 308
Kenosha, WI 53140

Phone: 262.653.4030
Fax: 262.653.4045

Office Hours:
M - F 8:00 am – 4:30 pm

SECTION 4
CONDITIONAL USE PERMIT

Additional Information Required:	**Building or Addition Square Footage:** 69,075 sqft **Existing Building Size:** n/a **Site Size:** 6 acres **Current # of Employees** 0 **Anticipated # of New Employees** 1 **Anticipated Value of Improvements** $5,000,000
Submittal Requirements:	➢ **Ten (10) full size scaled copies of Specified Plans indicated below drawn at a standard engineering scale** ➢ **Developer Site Plan/Conditional Use Permit Checklist (Appendix A)**
If Item to be Reviewed by Plan Commission/Common Council must Submit:	➢ **One (1) 8 1/2" x 11" reduction *or* forty (40) 11" x 17" reductions of the Site/Landscape Plan, Floor Plan and Colored Building Elevations (all sides)** ➢ **Sample Board containing colored samples of all exterior building materials**

Fees:

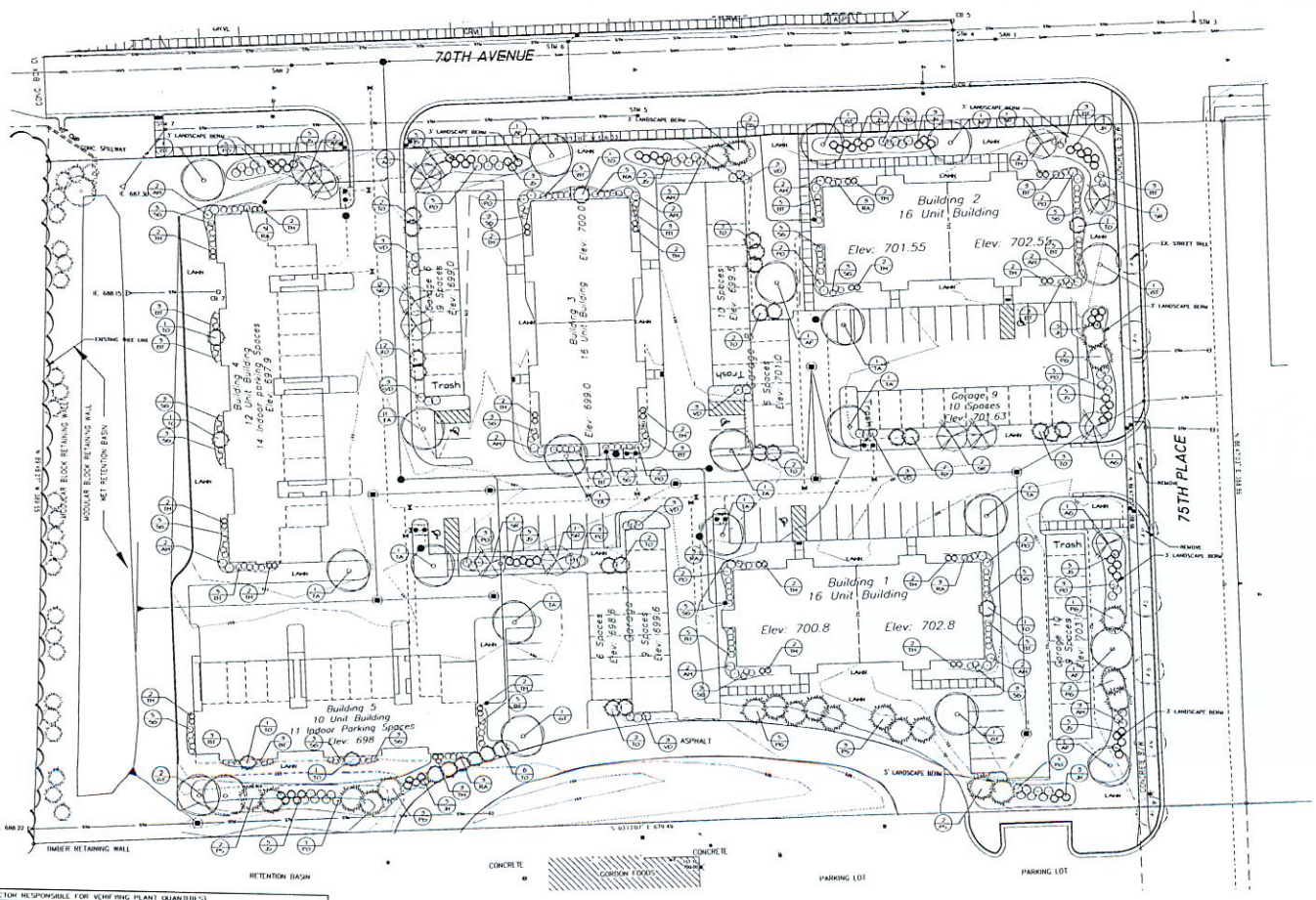
	Building or Addition Size	Site size	Review Fee
Level 1	<= 10,000 sq. ft.	<= 1 acre	$900 = City Plan Dept. *or* $1,025 = CPC/CC
Level 2	10,001 - 50,000 sq. ft.	1.01 - 10 acres	$1,175 = City Plan Dept. *or* $1,300 = CPC/CC
Level 3	50,001 - 100,000 sq. ft.	10.01 - 25 acres	$1,600 = City Plan Dept. *or* $1,725 = CPC/CC
Level 4	> 100,001 sq. ft.	> 25.01 acres	$2,000 = City Plan Dept. *or* $2,125 = CPC/CC

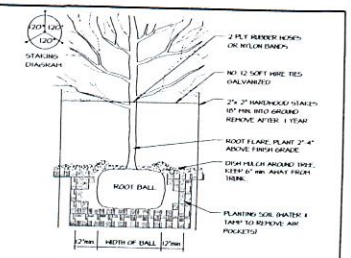
- **If building size or addition and gross acreage of the site determine two (2) different fees, the greater of the two fees will be assessed.**
- **Application fee entitles applicant to an initial review and one re-submittal.**
- **Re-submittal fee = $425 per re-submittal after two (2) permitted reviews.**
- **CUP Amendment = 50% of the applicable fee as determined above.**

Appendices to Review:	➢ **All**
Approximate Review Time:	➢ **30 days for Staff Review** ➢ **45-60 days for City Plan Commission/Common Council Review**

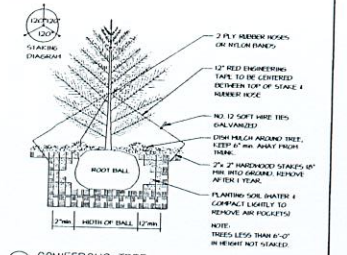
The conditional use permit plans, *prepared to a standard engineering scale*, shall be submitted with this application & shall include the following information:

Building Plan:	➢ Layout of building(s) including size and layout of rooms ➢ Design and architecture ➢ Plans and details on fire suppression and/or standpipe ➢ Plans and details on fire detection, fire alarm and other safety devices
Site Plan (based on a plat of survey)	➢ Legal description of property ➢ Location and footprint of building(s) and structure(s) ➢ Locations of existing and proposed streets, drives, alleys, easements, rights-of-way, parking as required, vehicular and pedestrian access points, and sidewalks ➢ Outline of any development stages ➢ Location and details on any required emergency access roads ➢ A calculation of square footage devoted to building, paving and sidewalks, and landscaped/open space
Drainage Plan	➢ Existing topography, including spot elevations of existing buildings, structures, high points, and wet areas, with any previous flood elevations ➢ Floodplain boundaries, if applicable ➢ Soil characteristics, where applicable ➢ Proposed topography of the site denoting elevations and natural drainage after construction and any proposed stormwater retention areas

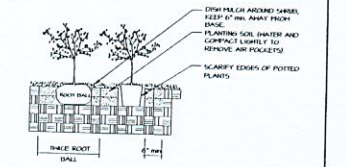




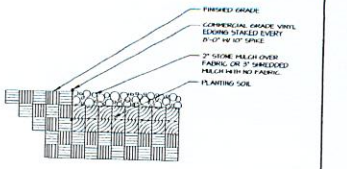
1 DECIDUOUS TREE
NTS



2 CONIFEROUS TREE
NTS



3 SHRUB PLANTING
NTS



4 PLANTING EDGE
NTS

PLANT SCHEDULE (CONTRACTOR RESPONSIBLE FOR VERIFYING PLANT QUANTITIES)							
QUANTITY	SYMBOL	BOTANICAL NAME	COMMON NAME	MATURE SIZE	PLANTING	SIZE	TYPE
5	AF	Acer x freemanii 'Autumn Blaze'	Autumn Blaze Maple	45'-60'	B / B	2 1/2"	Shade Tree
3	GT	Gleditsia triacanthos 'Impcole'	Imperial Honeylocust	35'-40'	B / B	2 1/2"	Shade Tree
10	TA	Tilia americana 'Redmond'	Redmond Linden	35'-40'	B / B	2 1/2"	Shade Tree
6	AG	Amelanchier x grandiflora 'Princess Diana'	Princess Diana Serviceberry	15'-20'	B / B	2"	Ornamental Tree
8	SR	Syringa reticulata 'Ivory Silk'	Ivory Silk Tree Lilac	15'-20'	B / B	2"	Ornamental Tree
15	PG	Picea glauca densata	Black Hills Spruce	25'-30'	B / B	6'	Evergreen Tree
7	PS	Pinus sylvestris	Scotch Pine	40' x 25'	B / B	6'	Evergreen Tree
33	TO	Thuja occidentalis 'Techny'	Techny Arborvitae	5' x 10'	B / B	6'	Evergreen Tree
24	AM	Aronia melanocarpa	Black Chokeberry	6'-8'	B / B	36"	Deciduous Shrub
30	BT	Berberis thunbergii 'Rose Glo'	Rose Glo Barberry	3'-4'	POT	2 Gal	Deciduous Shrub
55	PO	Physocarpus opulifolius 'Seward'	Summer Wine Ninebark	4'-6'	POT	36"	Deciduous Shrub
22	RA	Ribes alpinum	Alpine Currant	3'-4'	POT	18"	Deciduous Shrub
61	SA	Spiraea x 'Goldflame'	Goldflame Spirea	3'-4'	POT	2 Gal	Deciduous Shrub
21	VD	Viburnum dentatum	Arrowwood Viburnum	4'-6'	B / B	30"	Deciduous Shrub
23	JH	Juniperus horizontalis 'Blue Chip'	Blue Chip Juniper	1' x 4'	POT	2 Gal	Evergreen Shrub
50	JS	Juniperus sabina 'Broadmoor'	Broadmoor Juniper	2' x 4'	POT	5 Gal	Evergreen Shrub
36	TH	Taxus x media 'Hatfieldii'	Hatfield Yew	3' x 5'	POT	18"	Evergreen Shrub

GENERAL NOTES:

1.) ALL FINISHED GRADES TO BE 1" BELOW TOP OF CURBS OR PAVEMENT.
2.) BACKFILL AND GRADE ALL PLANTING AREAS WITH MIN. 12" BLENDED TOPSOIL.
3.) ALL LAWN AREAS TO BE SEED UNLESS OTHERWISE NOTED.
4.) ALL PLANT MATERIAL SHALL CONFORM TO AMERICAN STANDARD FOR NURSERY STOCK.
5.) ALL TREES NOT IN A PLANTING BED SHALL BE MULCHED WITH A MINIMUM 1' RADIUS FOR EACH 1 INCH CALIPER. USE SHREDDED HARDWOOD MULCH AT 2" DEPTH.
6.) PROVIDE MIN. 2 YEAR WARRANTY ON ALL PLANT MATERIAL.
7.) ALL PLANTING BEDS TO BE EDGED WITH COMMERCIAL GRADE PLASTIC EDGING.
8.) ALL PLANTING BEDS TO BE MULCHED AT 2" DEPTH WITH HARDWOOD MULCH.

SEED MIX # 1 (Lawn)

35% KENTUCKY BLUEGRASS
20% CREEPING RED FESCUE
20% IMPROVED HARD FESCUE
25% IMPROVED FINE PERENNIAL RYEGRASS

APPLICATION RATE: 2lbs/1000 Sq. Ft. *
APPLY STRAW MULCH IMMEDIATELY AFTER SEEDING

TURF STARTER FERTILIZER: 20-10-10
APPLICATION RATE: 5lbs/1000 Sq. Ft.

LANDSCAPE IMPROVEMENT TABLE

70th AVENUE PARKWAY – 510' (REQUIRES 9 TREES)
11 TOTAL TREES PROVIDED
75th PLACE PARKWAY – 388' (REQUIRES 7 TREES)
11 TOTAL TREES PROVIDED
INTERIOR OPEN SPACE – 115,882 Square Feet (REQUIRES 24 TREES)
27 TOTAL TREES PROVIDED
EAST PROPERTY LINE BUFFERYARD – 510' (REQUIRES 9 TREES)
9 TOTAL TREES PROVIDED

N

SCALE IN FEET
30' 0 30'

LEGEND

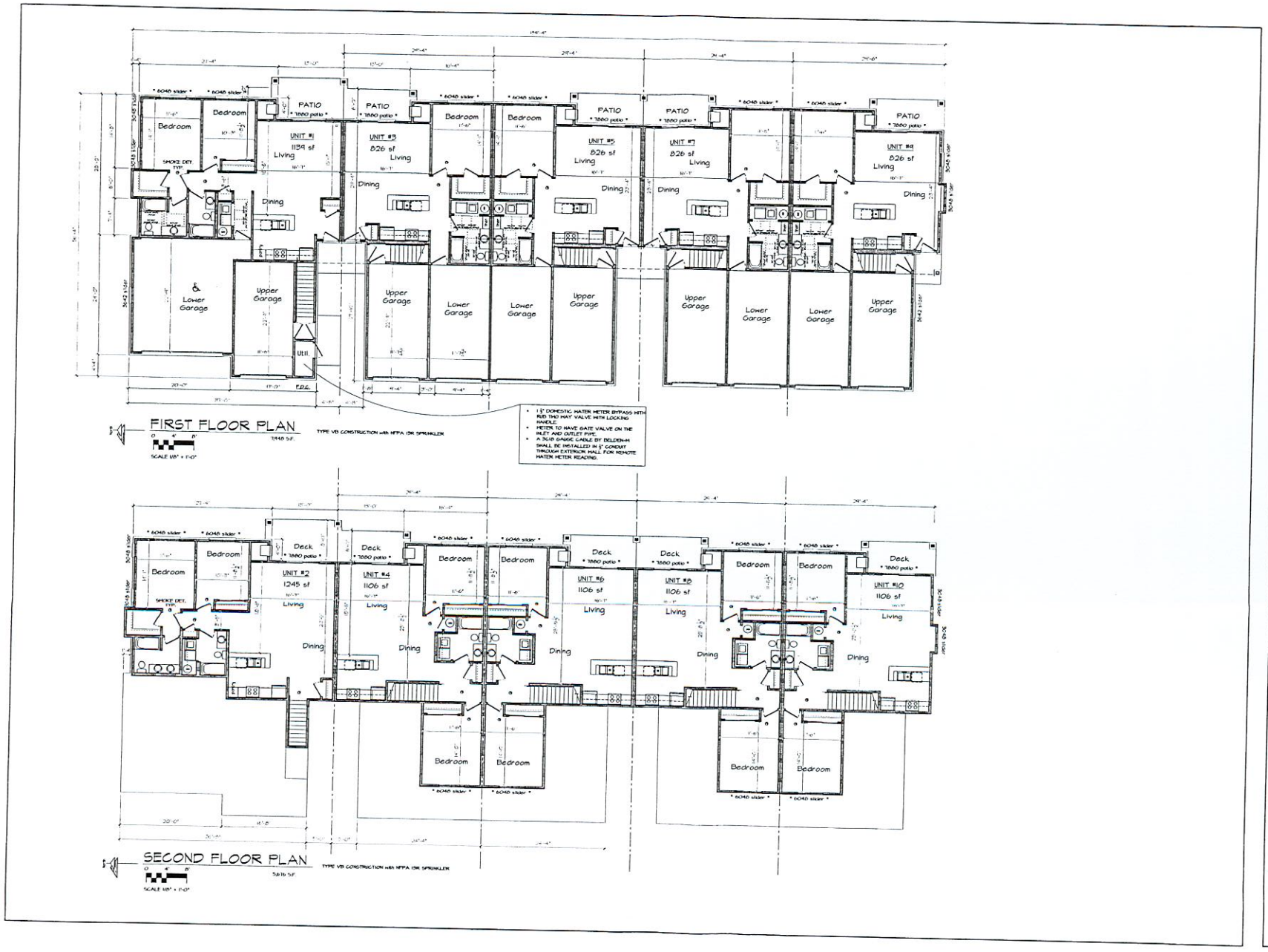
- LARGE DECIDUOUS TREE 2 1/2" PLANTING SIZE
- ORNAMENTAL DECIDUOUS TREE 2" PLANTING SIZE
- LARGE CONIFER 6' PLANTING SIZE
- SMALL CONIFER 6' PLANTING SIZE
- LARGE DECIDUOUS SHRUB 36" PLANTING SIZE
- SMALL DECIDUOUS SHRUB 24" PLANTING SIZE
- EVERGREEN SHRUB 18" PLANTING SIZE

REVISIONS:	
NOTE	DATE

TDI ASSOCIATES, INC.
ARCHITECTS ENGINEERS PLANNERS

CITY OF KENOSHA, WI
SAGEWOOD HOMES APARTMENTS
SITE LANDSCAPE PLAN

SCALE: 1" = 30'-0" | JOB NO: 13-101.000 | DATE: 07-19-13
DESIGNED BY: RDR | DRAWN BY: RDR | CHECKED BY:
APPROVED BY: | DATE | SHEET L-1.0



TDI ASSOCIATES, INC.
ARCHITECTS, ENGINEERS, PLANNERS

N8 W22350 JOHNSON DRIVE, SUITE B4
WAUKESHA, WISCONSIN 53186
PHONE 262-409-2530 FAX 262-409-2531

SAGEWOOD APARTMENT HOMES
BUILDING #5 10-UNIT

75TH PLACE
KENOSHA, WISCONSIN

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Sheet Title
Floor Plans

Revisions

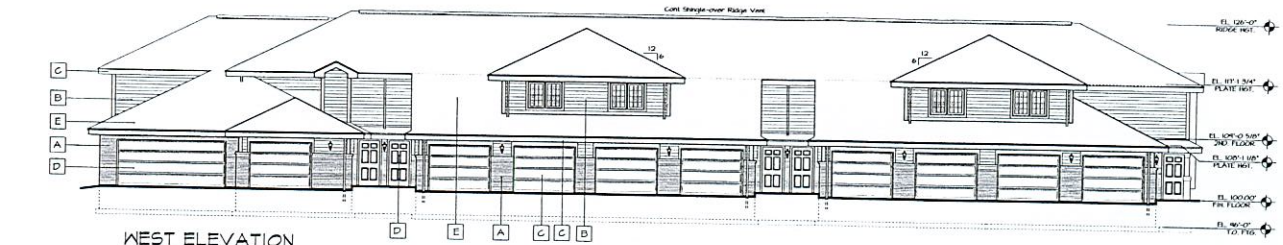
Issued Date:

Date: 07-14-13

Job NO.: 13101.005

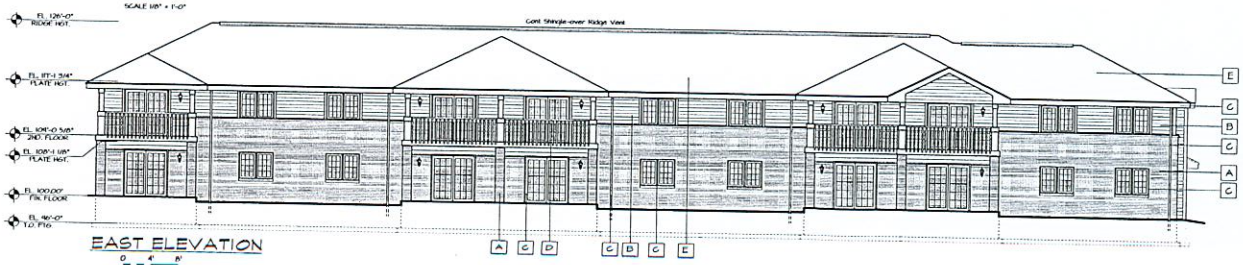
Drawn By: -

Sheet No.
A1.1



WEST ELEVATION

0 4' 8'
SCALE 1/8" = 1'-0"



EAST ELEVATION

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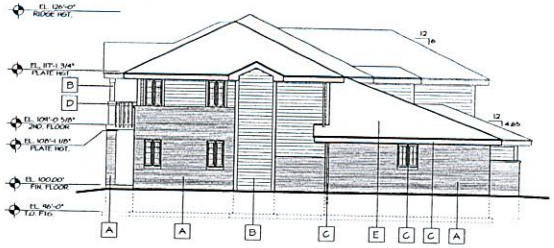
SCALE 1/8" = 1'-0"



NORTH ELEVATION

0 4' 8'
SCALE 1/8" = 1'-0"

SOUTH ELEVATION

0 4' 8'
SCALE 1/8" = 1'-0"

Exterior Material Key

A	BRICK Color : Cherokee Sapelo	
B	SIDING : LP SmartSide Color : Navajo Beige	
C	TRIM : Aluminum Color : Matteo - Sandcastle	
D	PAINT : Entry Doors Color : Dark Brown Sherwin-Williams, Semi-gloss - French Roast or equal	
E	SHINGLES : Dimensional Color : Driftwood	

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WAUKESHA, WISCONSIN 53186
PHONE: 262-409-2530 FAX 262-409-2531

SAGEWOOD APARTMENT HOMES
BUILDING #5 10-UNIT

75TH PLACE
KENOSHA, WISCONSIN

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Sheet Title
Exterior Elevations

Revisions

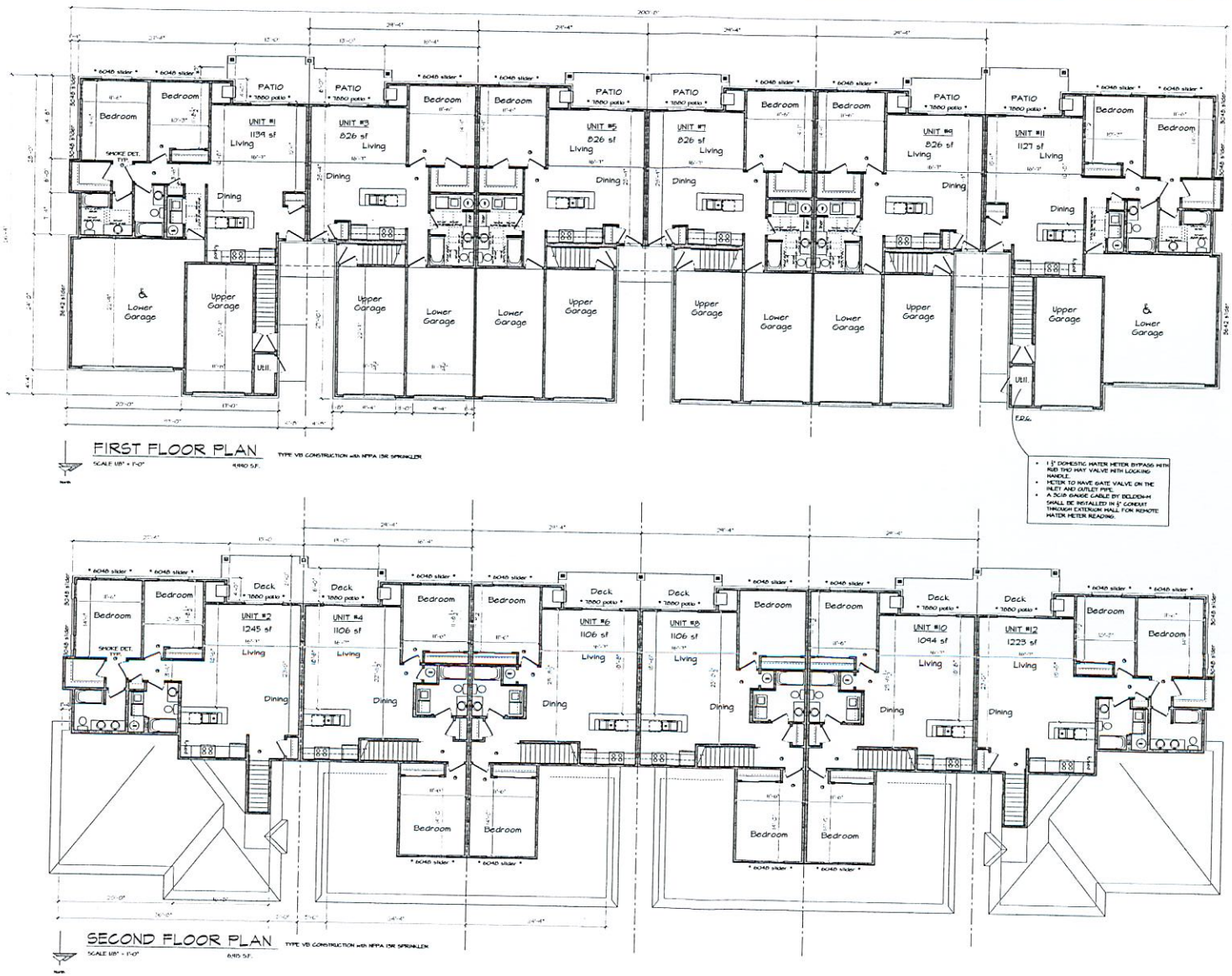
Issued Date:

Date: 07-19-13

Job NO.: 13101.005

Drawn By: -

Sheet No
A2.1



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WAUKESHA, WISCONSIN 53186
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SAGEWOOD APARTMENT HOMES
BUILDING #4 12-UNIT

75TH PLACE
KENOSHA, WISCONSIN

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Sheet Title
Floor Plans

Revisions

Issued Date:

Date: 07-19-13

Job NO.: 13101.004

Drawn By: -

Sheet No.
A1.1

Exterior Material Key		
A	BRICK Color : Cherokee Sequoia	
B	SIDING : LP SmartSide Color : Navajo Beige	
C	TRIM : Aluminum Color : Rustoy - Sunburstle	
D	PAINT : Entry Doors Color : Dark Brown Sherwin Williams Tem-Ecrete - French Roast or equal	
E	SHINGLES : Dimensional Color : Driftwood	

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WAUKESHA, WISCONSIN 53186
PHONE 262-409-2530 FAX 262-409-2531

SAGEWOOD APARTMENT HOMES
BUILDING #4 12-UNIT

75TH PLACE
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Sheet Title
Exterior Elevations

Revisions

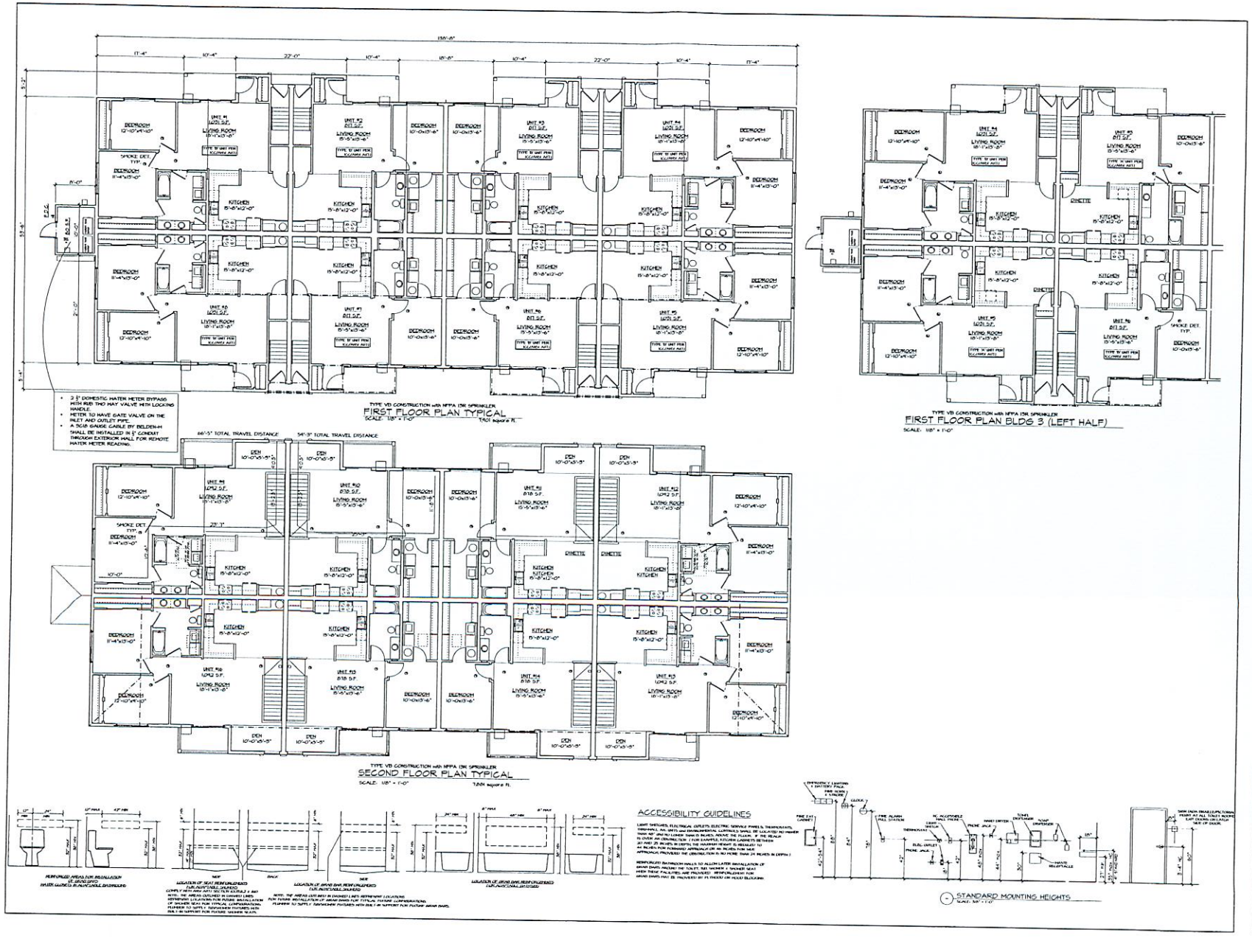
Issued Date:

Date: 07-19-13

Job NO.: 13101.004

Drawn By: -

Sheet No.
A2.1


FIRST FLOOR PLAN TYPICAL
SCALE: 1/8" = 1'-0"
TYPE VB CONSTRUCTION with NFPA 13R SPRINKLER
FIRST FLOOR PLAN BLDG 3 (LEFT HALF)
SECOND FLOOR PLAN TYPICAL
ACCESSIBILITY GUIDELINES
STANDARD MOUNTING HEIGHTS
TDI ASSOCIATES, INC.
ARCHITECTS, ENGINEERS, PLANNERS
SAGEWOOD APARTMENT HOMES
BUILDING #1 16-UNIT
75TH PLACE
KENOSHA, WISCONSIN
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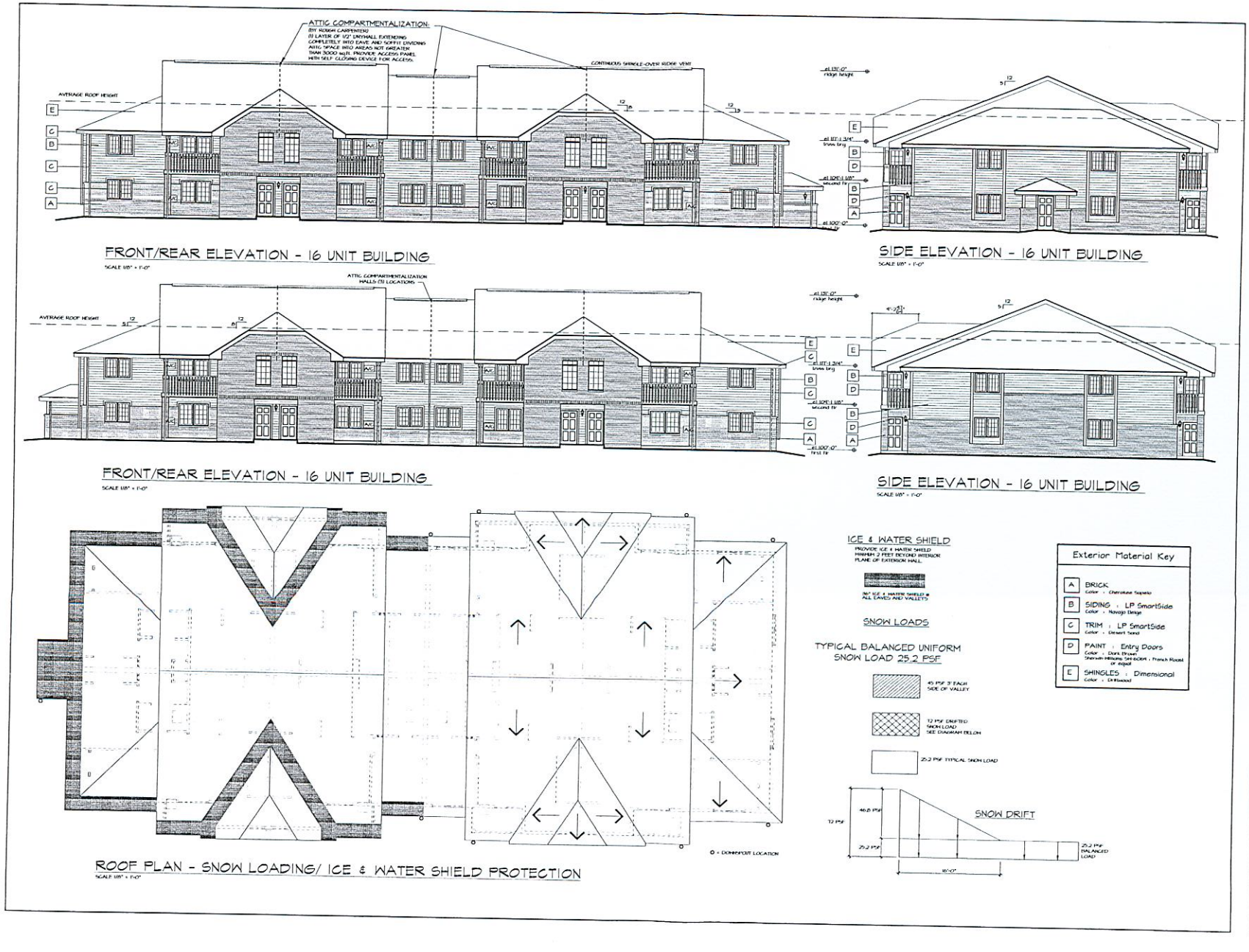
Sheet Title
OVERALL FLOOR PLANS
Revisions
Issued Date:
Date: 07-18-13
Job NO.: 13101.001
Drawn By:
Sheet No
A1.2



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WAUKESHA, WISCONSIN 53186
PHONE 262-409-2530 FAX 262-409-2531

SAGEWOOD APARTMENT HOMES
BUILDING #1 16-UNIT

75TH PLACE
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Sheet Title
EXTERIOR ELEVATIONS & ROOF PLAN

Revisions

3/24/04- Elevations updates to match windows on floor plan

Issued Date:

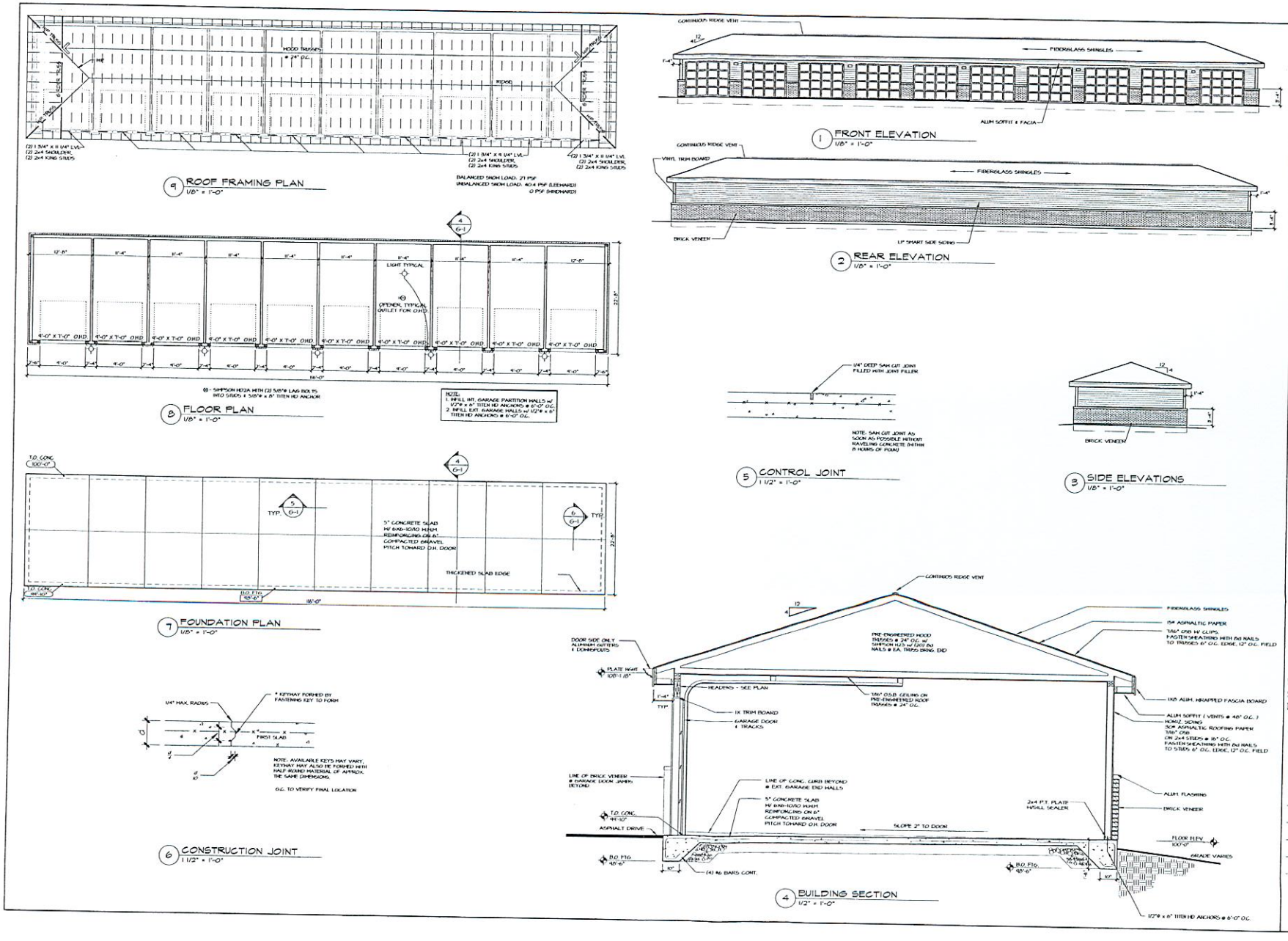
Date 07-18-13

Job NO.: 13101.001

Drawn By: -

Sheet No.

A2.1



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SAGEWOOD APARTMENT HOMES
10 STALL GARAGE

75TH PLACE
KENOSHA, WISCONSIN

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Sheet Title
PLANS, ELEVATIONS SECTIONS & DETAILS

Revisions

Issued Date:

Date: 07-16-13

Job NO.: 13101.007

Drawn By: -

Sheet No.
G-1

Planning & Zoning Division 625 52nd Street - Room 308 Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	March 20, 2014	Item 6 Page 1
Request to Amend the Conditional Use Permit for Lowe's Home Improvement Store at 6500 Green Bay Road to allow for an outdoor display area. (Lowe's) (District #16) PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: 6500 Green Bay Road
Zoned: B-2 Community Business District

NOTIFICATIONS/PROCEDURES:

The alderperson of the district, Alderperson Downing, has been notified. The Common Council is the final review authority.

ANALYSIS:

- The City Plan Commission denied this request, 6-0, at their February 6, 2014 meeting.
- The Common Council deferred the request for two weeks on February 19, 2014 and then referred it back to the City Plan Commission at their March 3, 2014 meeting. The discussion at that meeting of the Common Council focused on "seasonal" lawn and garden displays which are permitted at some sites.
- It should be noted that KMart and Shopko utilize outdoor displays of plants and related accessories each year. However, these stores pre-date the current Zoning Ordinance standards.
  - KMart annually request outdoor display from early early April to the end of July.
- Shopko requests permits for a greenhouse from mid-March to the end of August.
- The applicant has submitted the attached updated request to amend the Conditional Use Permit. This proposal requests to have live nursery stock outside the Garden Department (Area 3) and tractors and grills next to the front entrance (Areas 4 and 5) from mid-March to Labor Day. No lumber would be stored outdoors at any time.
- Also, Prairieside True Value at 3755 80th Street has a greenhouse and display of plants in their parking lot from mid-April to mid-July. They received approval for this green house.
- The applicant stated that this outdoor display is needed to stay competitive with Shopko and KMart. However, their closest competitor, Menards, has the same condition as Lowes (the condition that prohibits outdoor display/storage) and they are able to comply with the condition. Also, Meijer has the same condition along with several gas stations.
- The proposed display area will cover over half the building frontage. Unlike Shopko and KMart, Lowes is proposing to store other items out front including grills and lawn tractors.
- Staff does not support the request to allow additional outdoor display/storage at this location as requested by the applicant. If the Commission wants to allow some type of display, the display should be limited to plants and only in front of the Garden Center, Area 3 on the map.

RECOMMENDATION:

A recommendation is made to deny the request to amend the Conditional Use Permit based on inconsistency with previous approvals.

Brian R. Wilke, Development Coordinator

Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2014/MAR20/fact-cupamd-lowes.odt

Updated Request for Lowes Home Improvement to Amend the Conditional Use Permit

Purpose: To utilize designated space within parameters to increase inventory and profitability throughout the store as it relates to seasonal merchandise. This will allow us to remain consistent with local retailers, competitive, and keep the necessary on hands and selections that we are trending year after year for our Customers in Kenosha.

What and Where: We would like to designate three seasonal areas that are marked on the original blue print. This blue print was handed out at the last zoning and planning meeting. They are identified as the following:

Numbers are referred to be the same as the original blue print:

4. Seasonal Tractor Display area.

5. Seasonal Grill Area

3. Live Nursery across the fence line in our Outside Garden Department

Just like our Competitors (ShopKo and Kmart) the seasonal display area will be valid from the weather breaking in mid March through Labor Day.

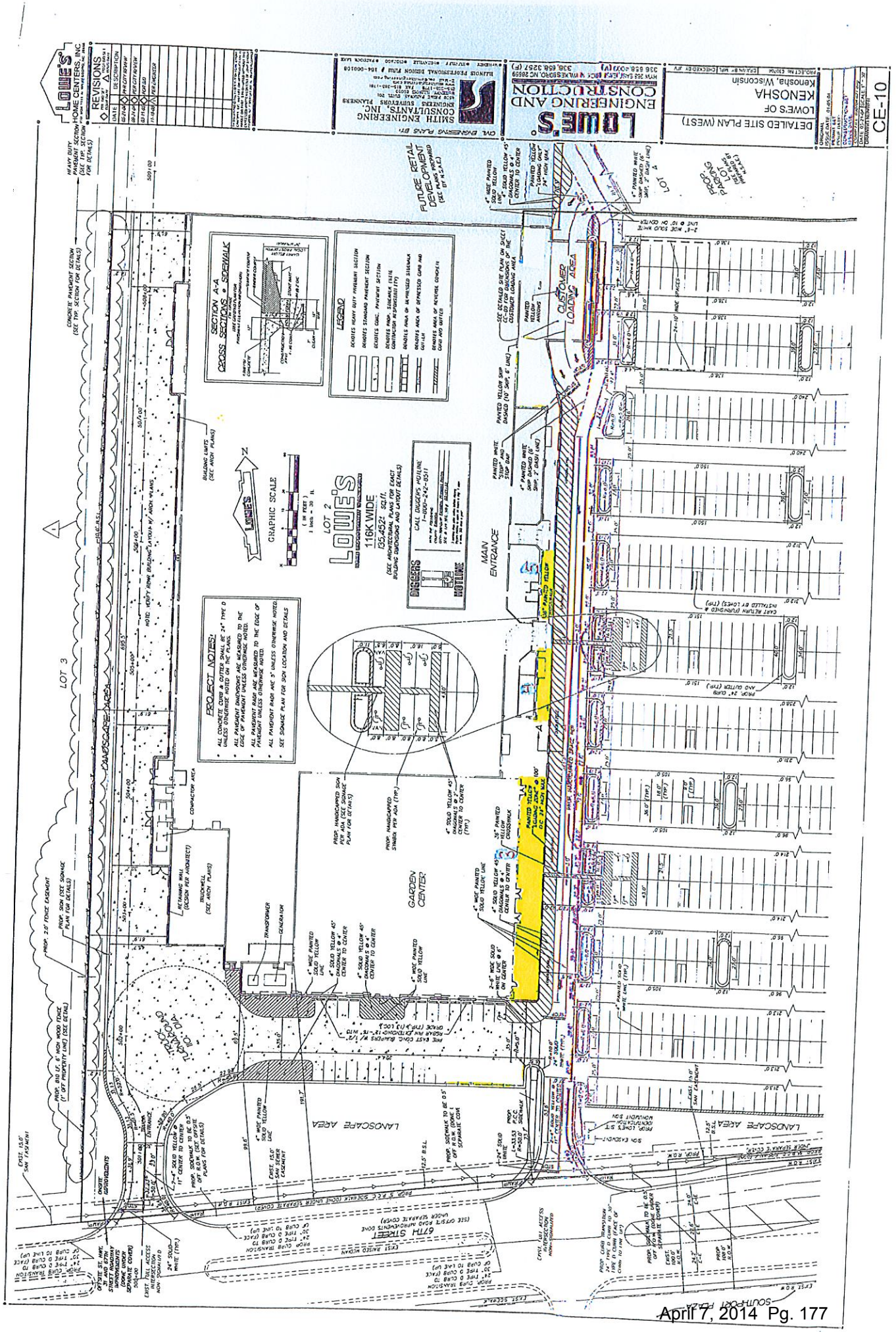
All displays will be on the concrete apron of the store.

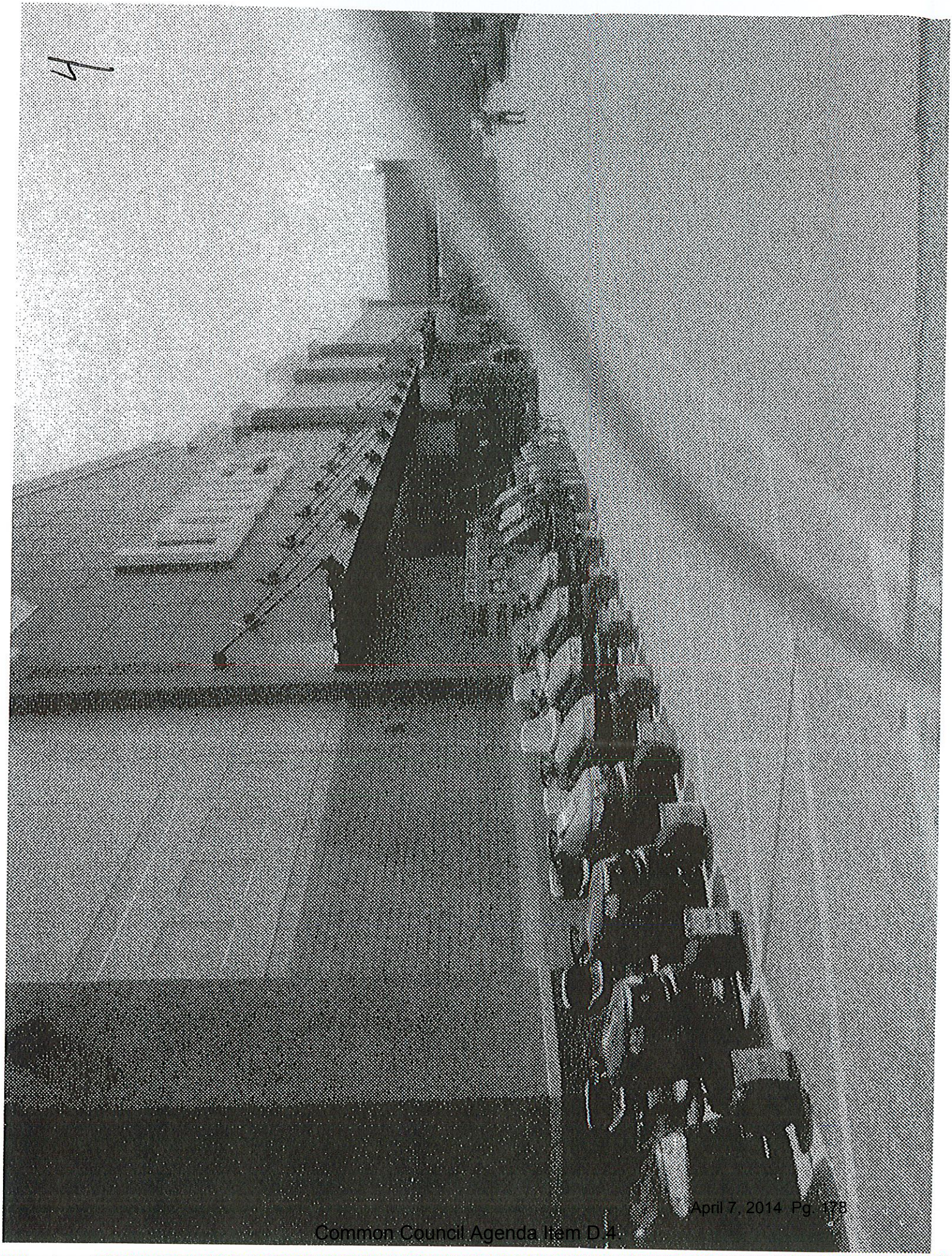
The fire line notated in our blue print will not be utilized nor will any emergency door be blocked or restricted.

Everything is secured from a Loss Prevention/Safety stand point.

Lowes has strict merchandising standards which include shop ability and cleanliness. Clutter is nonexistent in Lowes vocabulary.

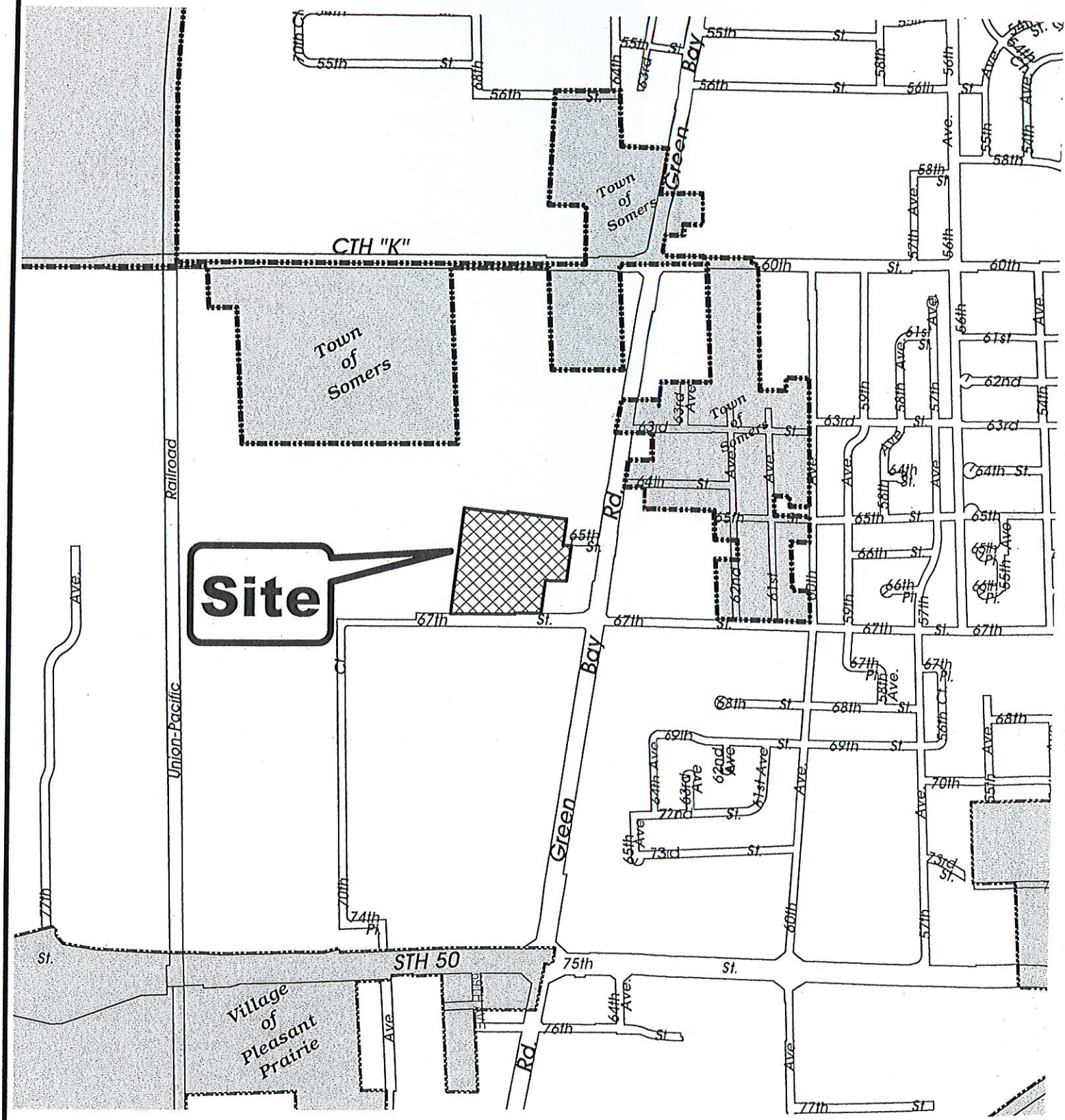
Public safety will not be jeopardized. No entrance and or exits are blocked with several entry ways into the building.


DETAILED SITE PLAN (WEST)
LOWE'S OF
KENOSHA
Kenosha, Wisconsin
LOWE'S
ENGINEERING AND
CONSTRUCTION
SMITH ENGINEERING INC.
CONSULTANTS
CE-10
REVISIONS
LOWE'S
HOME CENTERS, INC.
LEGEND
SECTION A-A
CROSS SECTIONS • SIDEWALK
GRAPHIC SCALE
LOT 2
LOWE'S
116K WIDE
135,452± SQ.FT.
(SEE ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS AND LAYOUT DETAILS)
CALL DIGGERS HOTLINE
1-800-242-8511
DIGGERS
HOTLINE
PROJECT NOTES:
ALL CONCRETE CURB & GUTTER SHALL BE 24" TYPE D UNLESS OTHERWISE NOTED ON THE PLANS.
ALL PAVEMENT DIMENSIONS ARE MEASURED TO THE EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
ALL PAVEMENT RADII ARE MEASURED TO THE EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
ALL PAVEMENT RADII ARE 5' UNLESS OTHERWISE NOTED
SEE SIGNAGE PLAN FOR SIGN LOCATION AND DETAILS
LOT 3
LANDSCAPE AREA
COMPACTOR AREA
TRUCKWELL
(SEE ARCH PLANS)
RETAINING WALL
(DESIGN PER ARCHITECT)
TRANSFORMER
GENERATOR
GARDEN CENTER
MAIN ENTRANCE
CUSTOMER LOADING AREA
FUTURE RETAIL DEVELOPMENT
(SEE PLANS PREPARED BY N.S.A.E.)
PROPOSED LOT 1
LANDSCAPE AREA
60TH STREET
SOUTHPORT PLAZA



City of Kenosha

Lowe's Home Improvement CUP Amendment



Municipal Boundary

0 210 420 630 840 1,050 Feet

DCDL ~ Planning & Zoning Division ~ JBL ~ BRW ~ January 30, 2014 ~ mc

3.14 B-2 COMMUNITY BUSINESS DISTRICT

The primary purpose and characteristics of the B-2 Community Business District are intended to accommodate the needs of a larger consumer population than is served by the B-1 Neighborhood Business District, thereby permitting a wider range of uses and development sizes for both convenience and community shopping.

A. Permitted Uses.

1. Hotels and motels existing on the effective date of this Ordinance.

2. **Convenience Retail and Service Stores** as follows, all conducted wholly within an enclosed building, except as provided for herein:

a. Bakery, retail.
b. Barber shop.
c. Beauty or styling salon.
d. Bicycle sales, rental and repair shop.
e. Book and stationery shop, newsstand; excluding adult uses, as defined.
f. Camera and photographic supply store, including drive-in, pickup/drop-off centers.
g. Candy and ice cream store.
h. Clothes and costume rental service.
i. Coffee shop.
j. Dressmaking and tailor shop.
k. Drugstore.
l. Florist shop.
m. Food store; grocery; meat, poultry and fish market; and delicatessen; including the use of controlled atmosphere smoke producing and processing equipment for retail and customer order purposes.
n. Gift or antique shop.
o. Hobby shop.
p. Jewelry store.
q. Laundromat and dry cleaning establishment, including clothes or garment pickup/drop-off facilities.
r. Locksmith.
s. Office supply store.
t. Package beverage store, including drive through facilities.
u. Pet shop.
v. Photocopying center.
w. Record or tape store.
x. Repair, rental,and servicing of any article the sale of which is a permitted use in the B-2 District, except automobile body repair.
y. Restaurant, including drive-in and outdoor cafe restaurants and refreshment stands.
z. Secondhand Article Dealer.
aa. Shoe repair and combination shoe sales store.
bb. Tobacco and pipe shop.
cc. Travel bureau and transportation ticket.
dd. Upholstering shop.
ee. Artisan Studio.

3. **General Merchandise and Service Stores** as follows, all conducted wholly within an enclosed building, except as provided for herein:

a. Apparel store.
b. Business machine sales and service.
c. Catalog and mail-order store.
d. Department store, including outdoor storage areas of building and garden supplies, as permitted in

§3.14 A.9.i. of this Ordinance.

e. Drapery, curtain, and fabric store.
f. Flea market.
g. Furniture and home furnishing store.
h. Furriers and fur shops.
i. Household appliance store.
j. Interior decorating and picture framing studio
k. Leather goods and luggage store.
l. Musical instrument store.
m. Opticians sales.
n. Orthopedic and medical appliance store.
o. Radio, television, stereophonic and other electronic appliance store.
p. Shoe and boot store.
q. Sporting goods and trophy store.
r. Toy store.
s. Variety store.

4. **Miscellaneous retail building, home improvement and gardening supply stores and uses** as follows:

a. **Building supply store**, not involving the manufacture, treatment, or processing of any product, or the cutting or planing of any product other than cutting or planing which is incidental or essential to the retail business. All storage which is adjacent to or across an alley from any residential district shall be within completely enclosed buildings or contained within accessory outdoor storage areas effectively screened from the residential district.

b. **Carpenter, electrical, plumbing, heating and air conditioning shop, showroom and storage area**, all conducted wholly within completely enclosed buildings.

c. **Feed and fuel store**. All storage of feed or fuel which is adjacent to or across an alley from any residential district shall be within completely enclosed buildings or contained within accessory outdoor storage areas effectively screened from the residential district.

d. **Floor covering and carpet store**, all conducted wholly within a completely enclosed building.

e. **Garden supply, commercial nursery, greenhouse or orchard**. All storage of supplies which is adjacent to or across an alley from any residential district shall be within completely enclosed buildings or located in accessory outdoor storage areas in a manner which constitutes an effective screen from the residential district.

f. **Hardware store**. All storage of building or garden supplies which is adjacent to or across an alley from any residential district shall be within completely enclosed buildings or contained within accessory outdoor storage areas effectively screened from the residential district.

g. **Mobile or manufactured homes sales and services centers, excluding construction**. All storage of mobile or manufactured homes which is adjacent to or across an alley from a residential district shall be within completely enclosed buildings or contained within accessory outdoor storage areas effectively screened from the residential district.

h. **Paint, glass and wallpaper store**, all conducted wholly within a completely enclosed building.

i. **Storage areas of a department store containing building or garden supplies** provided that when such areas are adjacent to or across an alley from a residential district, such storage is within completely enclosed buildings or contained within accessory outdoor storage areas effectively screened from the residential district.

j. **Tool and equipment rental store.** All storage of retail or rental tools and equipment which is adjacent to or across an alley from a residential district shall be within completely enclosed buildings or contained within accessory outdoor storage areas effectively screened from the residential district.

5. **Miscellaneous Retail and Services Uses** as follows, all conducted wholly within a completely enclosed building except as provided for herein:

a. **Amusement enterprises and pool halls.** No amusement enterprise or pool hall shall be located within one thousand (1,000') feet, as measured by the most direct means, from lot line to lot line of any

Development Review Application
City of Kenosha, Wisconsin

Mailing Information

NAME OF PROJECT: Kenosha Lowe's #2560 Front Apron Layout

Check one (1) of the following boxes to indicate the recipient of all correspondence:

(●) Name and Address of Applicant [Please print]:
Lowes Home Improvement Center
Jeff Winiarski - Store Manager
6500 Green Bay Road
Kenosha, WI 53142

Phone: (262) 653-8770
Fax: (262) 653-8771
E-Mail: jeffery.j.winiarski@store.lowes.com

( ) Name and Address of Architect/Engineer [Please print]:

Phone:
Fax:
E-Mail:

( ) Name and Address of Property Owner (if other than applicant) [Please print]:

Phone:
Fax:
E-Mail:

Project Location

Location of Development (street address and / or parcel number): 6500 Green Bay Road, Kenosha, Wisconsin 53142
Store Front

Type of Land Development

Check all that apply. Note: Additional information may be required within individual Sections.

[ ]	Certified Survey Map	Section 1	Page 3
[ ]	Concept Review (*Land Division*)	Section 2	Page 4
[ ]	Concept Review (Multi-Family Residential or Non-Residential)	Section 3	Page 5
[✓]	Conditional Use Permit	Section 4	Pages 6 & 7
[ ]	Developer's Agreement	Section 5	Page 8
[ ]	Final Plat	Section 6	Pages 9 & 10
[ ]	Lot Line Adjustment Survey	Section 7	Page 11
[ ]	Preliminary Plat	Section 8	Pages 12 & 13
[ ]	Rezoning	Section 9	Pages 14 & 15
[ ]	Site Plan Review	Section 10	Pages 16 & 17

Prior to Submitting this Application to the Department of City Development, Please Review the Appropriate Section(s) for Fees, Requirements and Appropriate Appendices.

Submit this ***cover page, completed application, applicable section(s) and appendices along with ALL required plans, information and fees to:***

Department of Community Development & Inspections Planning Division 625 52nd Street, Room 308 Kenosha, WI 53140	Phone: 262.653.4030 Fax: 262.653.4045 Office Hours: M - F 8:00 am – 4:30 pm

SECTION 4
CONDITIONAL USE PERMIT

Additional Information Required:	**Building or Addition Square Footage:** 116K Wide/135,452 square feet **Existing Building Size:** 116K Wide/135,452 square feet **Site Size:** N/A **Current # of Employees** 115 **Anticipated # of New Employees** 35 spring hires **Anticipated Value of Improvements** Increase in Inventory/Overall Revenue
Submittal Requirements:	➢ **Ten (10) full size scaled copies of Specified Plans indicated below drawn at a standard engineering scale** ➢ **Developer Site Plan/Conditional Use Permit Checklist (Appendix A)**
If Item to be Reviewed by Plan Commission/Common Council must Submit:	➢ **One (1) 8 1/2" x 11" reduction *or* twenty (20) 11" x 17" reductions of the Site/Landscape Plan, Floor Plan and Colored Building Elevations (all sides)** ➢ **Sample Board containing colored samples of all exterior building materials**

Fees:

	Building or Addition Size	Site size	Review Fee
Level 1	< = 10,000 sq. ft.	< = 1 acre	$900 = City Plan Dept. *or* $1,025 = CPC/CC
Level 2	10,001 - 50,000 sq. ft.	1.01 - 10 acres	$1,175 = City Plan Dept. *or* $1,300 = CPC/CC
Level 3	50,001 - 100,000 sq. ft.	10.01 - 25 acres	$1,600 = City Plan Dept. *or* $1,725 = CPC/CC
Level 4	> 100,001 sq. ft.	> 25.01 acres	$2,000 = City Plan Dept. *or* $2,125 = CPC/CC

➢ **If building size or addition and gross acreage of the site determine two (2) different fees, the greater of the two fees will be assessed.**
➢ **Application fee entitles applicant to an initial review and one re-submittal.**
➢ **Re-submittal fee = $425 per re-submittal after two (2) permitted reviews.**
➢ **CUP Amendment = 50% of the applicable fee as determined above.**

Appendices to Review:	➢ **All**
Approximate Review Time:	➢ **30 days for Staff Review** ➢ **45-60 days for City Plan Commission/Common Council Review**

The conditional use permit plans, *prepared to a standard engineering scale*, shall be submitted with this application & shall include the following information:

Building Plan:	➢ Layout of building(s) including size and layout of rooms ➢ Design and architecture ➢ Plans and details on fire suppression and/or standpipe ➢ Plans and details on fire detection, fire alarm and other safety devices
Site Plan (based on a plat of survey)	➢ Legal description of property ➢ Location and footprint of building(s) and structure(s) ➢ Locations of existing and proposed streets, drives, alleys, easements, rights-of-way, parking as required, vehicular and pedestrian access points, and sidewalks ➢ Outline of any development stages ➢ Location and details on any required emergency access roads ➢ A calculation of square footage devoted to building, paving and sidewalks, and landscaped/open space
Drainage Plan	➢ Existing topography, including spot elevations of existing buildings, structures, high points, and wet areas, with any previous flood elevations ➢ Floodplain boundaries, if applicable ➢ Soil characteristics, where applicable ➢ Proposed topography of the site denoting elevations and natural drainage after construction and any proposed stormwater retention areas

Department of City Development
625 - 52nd Street
Kenosha, Wisconsin 53140
(262) 653-4030, (262) 653-4045 (fax)

Conditional Use Permit Approval

Project Name:	Lowe's	Date: May 13, 2005
Location:	6500 Green Bay Road	
Issued to:	Mr. Evan Vlaeminck Lowe's Home Improvement 1962 McDowell Road – Suite B-03 Naperville, IL 60563	
Architect/Engineer/ Contractor (if applicable):	Mr. Joseph Vavrina Smith Engineering 4500 Prime Parkway McHenry, IL 60050	
Approval Date(s):	City Plan Commission – July 22, 2004 / December 9, 2004 (extension) Department of City Development – May 13, 2005	

- Conditions of approval (see attachment)
- Conditional use permit shall be null and void if a building permit is not obtained by: July 22, 2005

Any questions regarding the approved conditional use permit should be directed to Jeffrey Labahn, Assistant City Planner, or Rich Schroeder, Development Coordinator, at 262-653-4030.

Ray Forgianni, Jr., Director
Department of City Development

cc Ed St. Peter, Water Utility Manager
Daniel Wade, Police Chief
Ron Bursek, Public Works Administrator
Jim Schultz, Director of Neighborhood Services and Inspections
Patrick Ryan, Fire Prevention Bureau Chief
Mike Higgins, City Assessor
Paula Blise, Zoning Coordinator
Nick Torcivia, Senior Building Inspector

Project Name:	Lowe's	Date: May 13, 2005
Location:	6500 Green Bay Road	

Conditions of Approval:

1. Applicant shall obtain erosion control, building, fence, plumbing, electrical, occupancy and any other required construction permits from the Department of Neighborhood Services and Inspections.

2. Applicant shall obtain sidewalk, street opening, driveway and parking lot permits from the Department of Public Works.

3. All signs shall comply with Chapter 15 of the Code of General Ordinances and sign permits shall be obtained from the Department of Neighborhood Services and Inspections. The Unified Business Center is only permitted to have two (2) pylon signs on STH 31.

4. Storm water detention basins shall be constructed and operational prior to the issuance of any occupancy permit.

5. Applicant shall meet all applicable conditions of approval and obtain a permit by July 22, 2005 or the conditional use permit shall be null and void per Section 4.04I of the Zoning Ordinance.

6. Compliance with all City and State codes and ordinances and with any conditions noted in the recorded Developers Agreement.

7. Any changes to the approved plans shall require an amendment to the approved conditional use permit. All changes shall be submitted to the Department of City Development for review and approval.

8. The development shall be constructed in accordance with the approved plans on file with the Department of City Development. All parking areas, drives, and designated paved areas shall be paved, building exterior completed and site lighting installed prior to the issuance of any occupancy permits. All other improvements indicated on the plans, including landscaping, shall be installed prior to the issuance of a final occupancy permit.

9. All off site improvements required under the Developers Agreement and the approved Traffic Impact Analysis shall be completed prior to the issuance of any occupancy permit.

10. All improvements, including landscaping, shall be maintained per the approved plans. Any damaged fencing, landscaping, or building shall be replaced/reconstructed per the approved plans.

11. All trash containers shall be stored within the enclosure.

12. All vehicles shall be parked on the designated paved areas.

13. Outdoor display of products is prohibited, except within the Garden Center fence.

14. Applicant shall install motion sensors and other safety devices as approved by Staff at the parking/truck intersection.

15. All rooftop mechanicals shall be properly screened per Section 14.07 B.10 of the Zoning Ordinance.

FACT SHEET Kenosha Historic Preservation Commission	Community Development Division 625 52nd Street Kenosha, WI 53140 262.653.4030	February 27, 2014	Item 2

Proposed Historical Artifact Listing for Reuther Central High School Murals at 913 57th Street. (District #2)

PURPOSE:

Review of proposed Historical Artifact Listing

HISTORIC DISTRICT:

Civic Center Historic District

NOTIFICATIONS/PROCEDURES:

The following people have been notified of the proposed Historical Artifact: Mayor Bosman, all Aldermen, Police Chief, Fire Chief, Directors of Kenosha Public Museums, Public Works, Kenosha Water Utility and Community Development & Inspections. Kenosha Unified School District, the property owner, has also been notified of the proposed listing. The Common Council is the final review authority.

ANALYSIS:

- Chapter 38 of the General Code of Ordinances established standards for listing historical artifacts on the City's inventory of Historic Artifacts. Chapter 38 was adopted to provide for the identification, protection, enhancement, perpetuation and use of artifacts that reflect special aspects of the City's historical, architectural, cultural, or aesthetic heritage.

- The proposed historical artifact is required to be either a minimum of 50 years old, or associated with a property that meets the criteria for listing on the National Register of Historic Places, State Register of Historic Places or a City landmark. The historical artifact must also meet one or more of five (5) additional items for designation.

- The Reuther Central High School Murals are both a local historical artifact that is at least 50 years old and an artifact that is associated with a property that meets the criteria for listing on the National Register of Historic Places.

- The murals also meet the five additional items for designation and is noted as an item that:
  - reflects the cultural, archaeological, political, economic, social or religious history;
  - is identified with personages, events, or periods of history which are significant to the community;
  - embodies distinguishing characteristics of architecture, an architect, architectural materials, craftsmanship, or works of nature;
  - in its inherent historical nature provides the citizenry with educational or aesthetic enrichment; and,
  - is located in a designated local, State, or National Register property or district.

- Additional information on the description of the Reuther Central High School Murals and their significance are provided in the attached Historical Artifact Determination.

RECOMMENDATION:

A recommendation is made to forward the Reuther Central High School Murals' Determination to the Common Council for listing as a historical artifact. Historical Artifact.

Michael Maki, A.I.C.P.

Jeffrey B. Labahn, Director

KENOSHA HISTORIC PRESERVATION COMMISSION
HISTORICAL ARTIFACT DETERMINATION

ARTIFACT NAME/DESCRIPTION	*Reuther Central High School Murals*
ADDRESS	*913 57th Street*
CONSTRUCTION DATE	*1926*
ARCHITECT/SCULPTOR/BUILDER	*Gustave Brandt*

STANDARDS FOR DESIGNATION - MUST CHOOSE 1 OR MORE		
X	1	Item is a local historical artifact that is at least 50 years old.
X	2	Item is associated with a property that meets the criteria for listing on the National Register of Historic Places.

STANDARDS FOR DESIGNATION - MUST CHOOSE 1 OR MORE		
X	3	Item exemplifies or reflects the cultural, archaeological, political, economic, social, or religious history.
X	4	Item is identified with personages, events, or periods of history which personages, events, or periods are significant to the community.
X	5	Item embodies distinguishing characteristics of architecture, an architect, architectural materials, craftsmanship, or works of nature.
X	6	Item is in its inherent historical nature provides the citizenry with educational or aesthetic enrichment.
X	7	Check here if the historical artifact is located in a designated local, State, or National Register property or district.

Level of Action	*For Listing*	*No Listing*	*Removal from Listing*
COMMUNITY DEVELOPMENT & INSPECTIONS	**X**		
PUBLIC HEARING DATE: ***2/27/14***	*RECOMMENDATION DATE:*		
HISTORIC PRESERVATION COMMISSION			
COMMON COUNCIL			
DATE OF COUNCIL ACTION:			

DESCRIPTION

Artist Gustave Brandt of Chicago painted the three murals that are located above and on either side of the auditorium stage in Reuther Central High School. The 44-foot mural painting above the proscenium arch is a striking feature of the auditorium. This mural symbolizes Kenosha history over a century, with two side panels next to the stage and above the balcony.

One side panel depicts mental training, while the other shows physical training.

PHYSICAL TRAINING

Kenosha's progress is shown in the painting above the proscenium, which also symbolizes the arts and sciences. Youthful, agricultural-minded Kenosha as it founded its free high school is shown in the left section of the panel. Kenosha is portrayed in the murals, moving through the years to its latest high school, gigantic factories, and civic recreation. *(Please see picture on next page)*

SIGNIFICANCE

The 1926 school yearbook explained that the main panel "shows the High School as the culmination of the ideals of such educators as Col. (Michael) Frank (considered the father of Wisconsin's public-school system), Col. (John) McMynn (the school's first principal) and Mrs. (Mary D.) Bradford (the former superintendent of Kenosha public schools); a high school with a curriculum varied enough to fit the needs of all classes of students and one which will place Kenosha among the first of the cities of Wisconsin in education."

The new High School building was completed in 1926 and occupies the whole block bounded by Sheridan Road, 10th Avenue (formerly Congress Street) and 57th Street (formerly Park Street). It was designed by John D. Chubb. The school is listed on the National Register of Historic Places and is a contributing structure to the Civic Center Historic District. When built, it was called Kenosha High School. However, Central High School is the name engraved in the Frieze stone on the building Entablature. It later became Mary D. Bradford High School, and ultimately Walter Reuther Central High School, named for United Auto Workers leader Walter Reuther. A major remodeling project was completed in 1993, at a cost of $3.2 Million Dollars. A second restoration project on the building's exterior began in 2009 and was completed in December, 2010 at a cost of $8.2 Million.

Gustave Brandt, the artist of the three murals above and next to the stage, came to America from Germany in 1892-93 to work on murals at the 1893 World's Fair in Chicago. After the fair was over, he decided to stay in America and worked on murals and other artwork in America, including the murals completed for Kenosha's High School.. Brandt is also know to have completed some of the artwork for the Masonic Temple in Allentown, Pennsylvania, which was also completed in 1926.

NOTE: Image of mural has been modified to fit page

ORDINANCE NO. _____

SPONSOR: ALDERPERSON STEVE G. BOSTROM

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

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

Section One: Subsection 30.10 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

30.10 COMPLAINTS

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

B. Sufficiency of Complaints. Within fifteen ~~ten~~ (15~~10~~) working days of the filing~~receipt~~ of the verified complaint with the Department of Human Resources, the Ethics Board shall forward by regular mail to the accused covered person a copy of the verified complaint and a general statement of the applicable provisions of the Code of Ethics. Within twenty (20) working days after mailing, the Ethics Board shall meet to determine whether based upon the face of the verified complaint sufficient facts are alleged to constitute a violation of the Code of Ethics. If the Ethics Board determines that the verified complaint does not allege facts sufficient to constitute a violation of the Code of Ethics, the Ethics Board shall dismiss the complaint and notify the complainant and the accused covered person. If the Ethics Board determines that the verified complaint was brought for harassment purposes, the Ethics Board shall so state.

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

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

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

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

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

ATTEST: _____ City Clerk

APPROVED: _____Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

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

ORDINANCE NO. _____

SPONSOR: ALDERPERSON CHRIS SCHWARTZ

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

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

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

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

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

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

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

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

~~residentially zoned property.~~

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

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

Section Six: Subsections 10.075 E.2.a.-b. of the Code of General Ordinances for the City of Kenosha, Wisconsin, are hereby relettered as b.-c.

Section Seven: Subsection 10.075 E.2.a of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby created as follows:

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

Section Eight: Subsection 10.075 J. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

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

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

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

ATTEST: _____ City Clerk

APPROVED: _____Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

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

ORDINANCE NO. _____

SPONSOR: ALDERPERSON CHRIS SCHWARTZ

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

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

Section One: Subsections 10.075 E.1. and E.2. of the Code of General Ordinances for the City of Kenosha, Wisconsin, are hereby repealed and recreated as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section Two: Subsection 10.075 J. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

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

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

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

ATTEST: _____ City Clerk

APPROVED: _____Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

ORDINANCE NO. _____

SPONSOR: ALDERPERSON CHRIS SCHWARTZ

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

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

Section One: Subsection 5.046 J.3.e. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

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

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

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

Section Two: Subsections 5.046 J.3.f.-p. of the Code of General Ordinances for the City of Kenosha, Wisconsin, are hereby relettered as 5.046 J.3.g.-q.

Section Three: Subsection 5.046 J.3.f. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby created as follows:

f. Cabaret and Public Entertainment licensed activities are prohibited.

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

ATTEST: _____ City Clerk

APPROVED: _____Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

ORDINANCE NO. _____

SPONSOR: ALDERPERSON CHRIS SCHWARTZ

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

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

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

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

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

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

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

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

f. Cabaret Licensed activities are prohibited.

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

ATTEST: _____ City Clerk

APPROVED: _____Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

ORDINANCE NO. _____

SPONSOR: THE MAYOR

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

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

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

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

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

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

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

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

ATTEST: _____ City Clerk

APPROVED: _____Mayor

Passed:

Published:

Drafted By:
CHRISTINE N. GENTHNER
Assistant City Attorney

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

·Building Inspections
·Property Maintenance
262.653.4263
262.653.4254 FAX
Room 100

DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS
Municipal Building · 625 52nd Street · Kenosha, WI 53140
www.kenosha.org

Jeffrey B. Labahn, Director
Richard Schroeder, Deputy Director

MEMO

TO: Mayor Keith Bosman
Members of the Common Council

FROM: Rich Schroeder, Department of Community Development & Inspections

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

DATE: February 27, 2014

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

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

Other pertinent information regarding this attachment petition include the following:

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

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

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

RS:kas
Attachment

ATTACHMENT AND ZONING DISTRICT CLASSIFICATION ORDINANCE
Under Section 66.0307, Wisconsin Statutes,
City of Kenosha/Town of Somers
State Approved Cooperative Plan

Parcel No(s):	**80-4-222-301-0300** **80-4-222-302-0110** **80-4-222-302-0120** **80-4-222-302-0130**
Located at:	**11222 38th Street** **11310 38th Street** **11400 38th Street** **11410 38th Street**

Town of Somers
[KTR WIS III LLC, Property Owner]

ORDINANCE NO. _____

BY: THE MAYOR

Attaching to the City of Kenosha, Wisconsin, territory in the Town of Somers, Kenosha County, Wisconsin, and providing zoning district classifications under Section 66.0307, Wisconsin Statutes, City of Kenosha/Town of Somers State Approved Cooperative Plan:

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

Section One: **Territory Attached.** In accordance with City of Kenosha/Town of Somers Cooperative Plan under Section 66.0307 of the Wisconsin Statutes, approved by the Wisconsin Department of Administration, Intergovernmental Relations, Municipal Boundary Review, on August 8, 2005, the territory in the Town of Somers, Kenosha County, Wisconsin, with an associated population of two (2), described on the attached legal description, Exhibit "A", and map, Exhibit "B", is hereby attached to the City of Kenosha, Wisconsin, as hereinafter provided.

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

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

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

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

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

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

ATTEST:_____City Clerk

APPROVED:_____Mayor Date:_____

Passed:

Published:

Drafted By:

EDWARD R. ANTARAMIAN
City Attorney

Attachment of Properties from Town of Somers to City of Kenosha

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

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

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

City of Kenosha

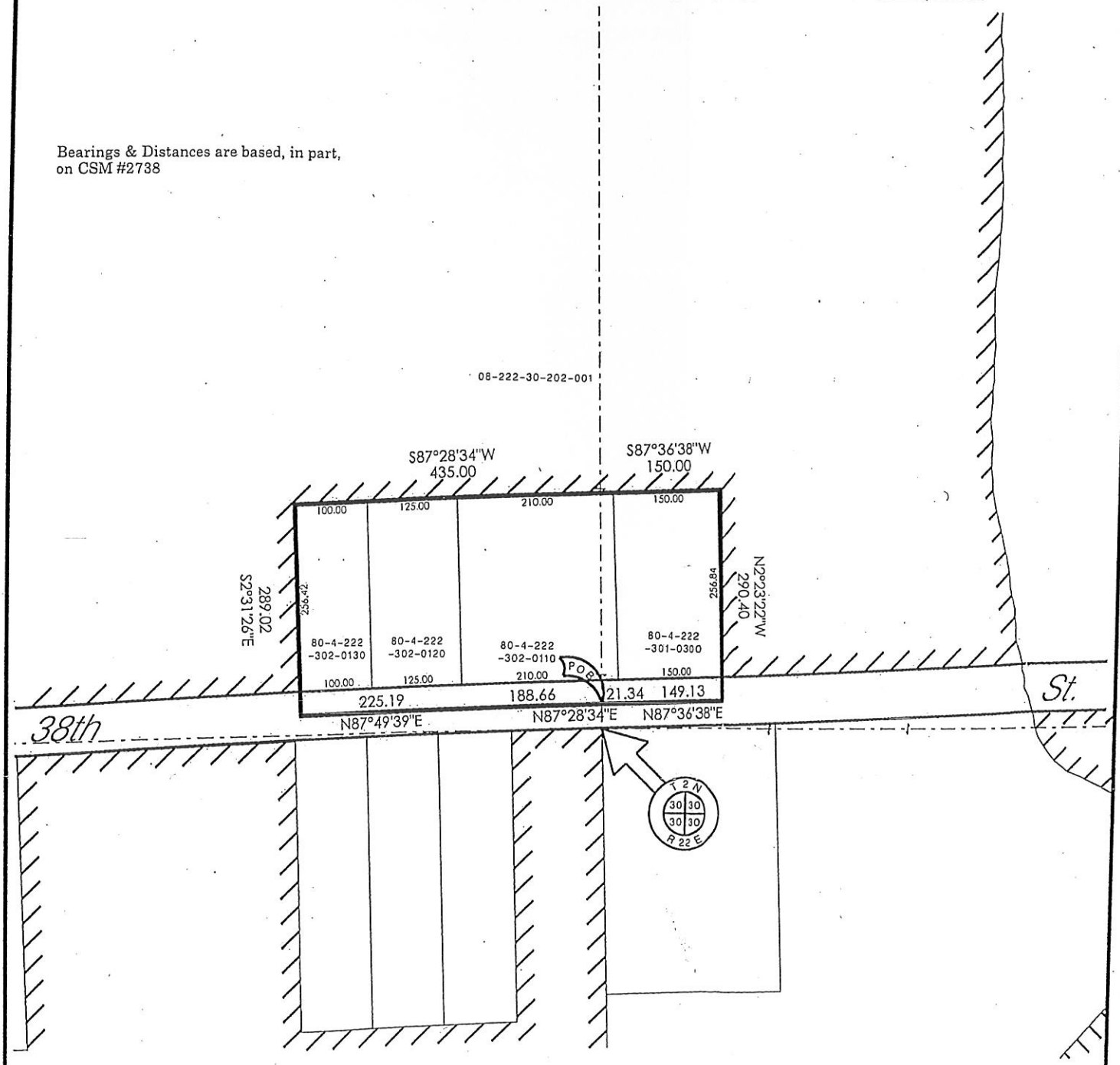
EXHIBIT B

District Map

Attachment Ordinance

KTR Capital Partners

Supplement No. AT1-14 Accompanying Ord. No. _____



Denotes Present Corporate limits, City of Kenosha

Denotes area to be Attached to the City of Kenosha

NORTH

0 200'

DCDI ~ Department of Public Works ~ ML ~ December 10, 2013 ~ mc

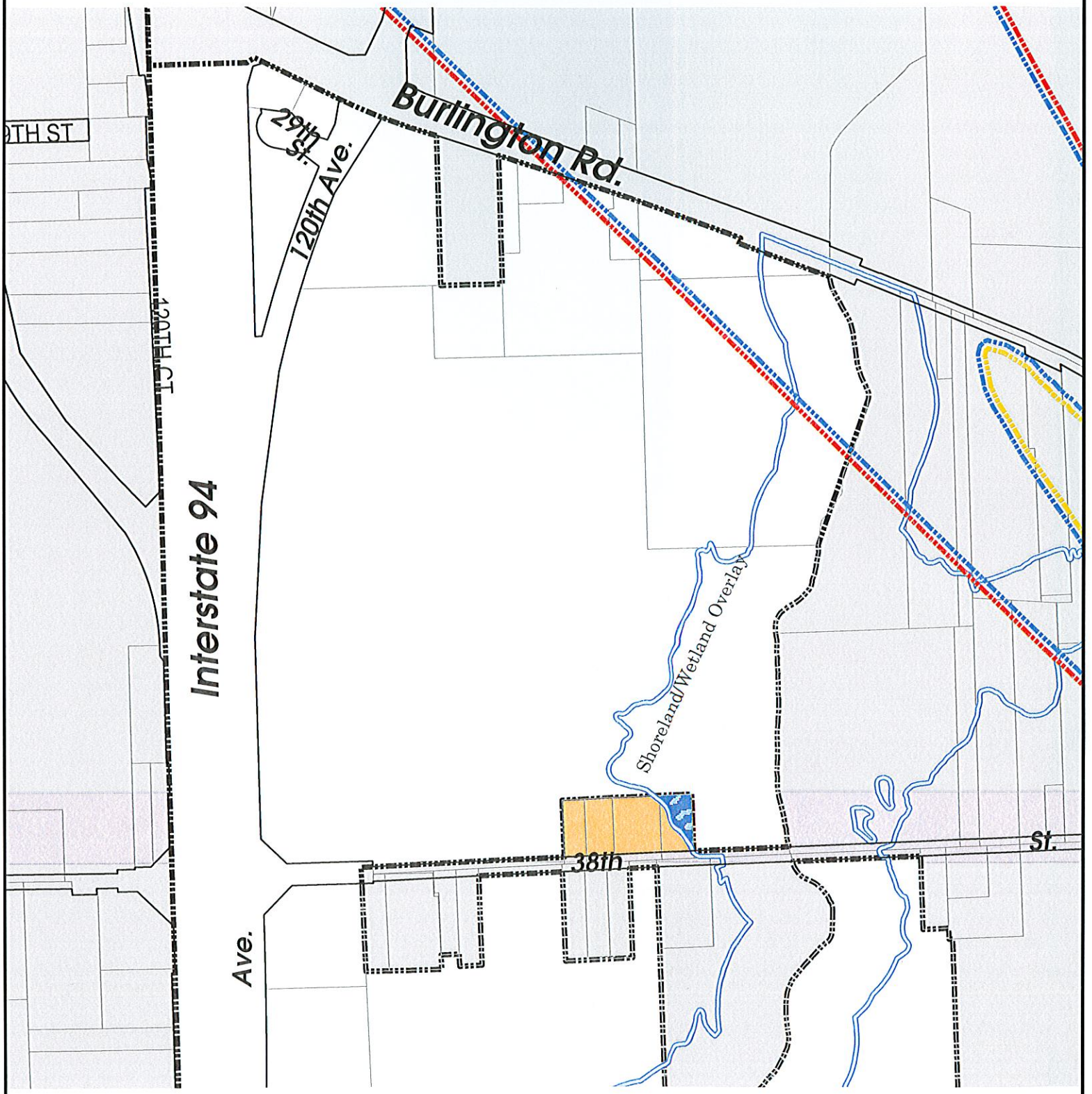
City of Kenosha

Zoning District Classification Map
Attachment "C"

KTR WIS III LLC petition

Supplement No. AT1-14

Ordinance No. _____



Property to be zoned:

A-2 Agricultutal Land Holding

FW Floodway

N W E S

0 120 240 360 480 600 Feet

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

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

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

11410 38th Street (80-4-222-302-0130)
11310 38th Street (80-4-222-302-0110)
11400 38th Street (80-4-222-302-0120)
11222 38th Street (80-4-222-301-0300)

Legal Description:

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

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

Date	*Signature of Petition/Owner*	*Mailing Address/Phone Number*
1/14/14		KTR WIS III LLC
	By: KTR Property Trust III, Sole member	300 Barr Harbor Drive, Suite 150
	By: John P. DiCola, SVP	Conshohocken, PA 19428

/u2/acct/cp/ckays/2u LAt t d G/ATTACH-DETACH/ATTACH/2013/p TRWo/ oo/petition-121113.odt

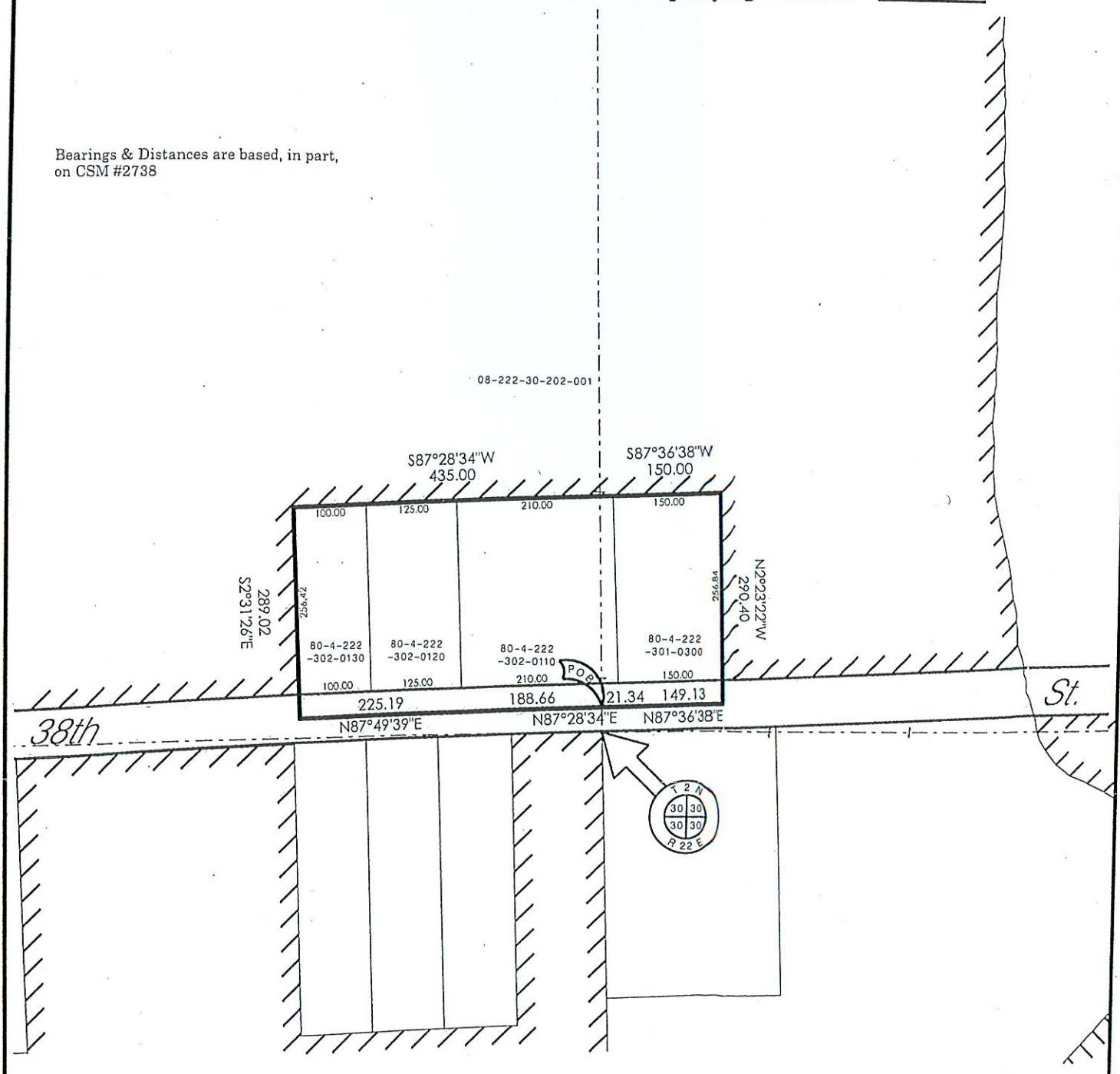
City of Kenosha

District Map

Attachment Ordinance

KTR Capital Partners

Supplement No. AT1-14 Accompanying Ord. No. _____



Denotes Present Corporate limits, City of Kenosha

Denotes area to be Attached to the City of Kenosha

DCDJ ~ Department of Public Works ~ ML ~ December 10, 2013 ~ mc

KTR PROPERTY TRUST III

INFORMAL ACTION OF BOARD OF TRUSTEES IN LIEU OF MEETING

December 19, 2013

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

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

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

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

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

[signature page to follow]

Executed as of the day and year first above written.

TRUSTEES:

Jeffrey E. Kelter

Robert F. Savage, Jr.

J. Peter Lloyd

Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	February 20, 2014	Item 3

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

LOCATION/SURROUNDINGS:

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

Vicinity Zoning/Land Use

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

NOTIFICATIONS/PROCEDURES:

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

ANALYSIS:

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

RECOMMENDATION:

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

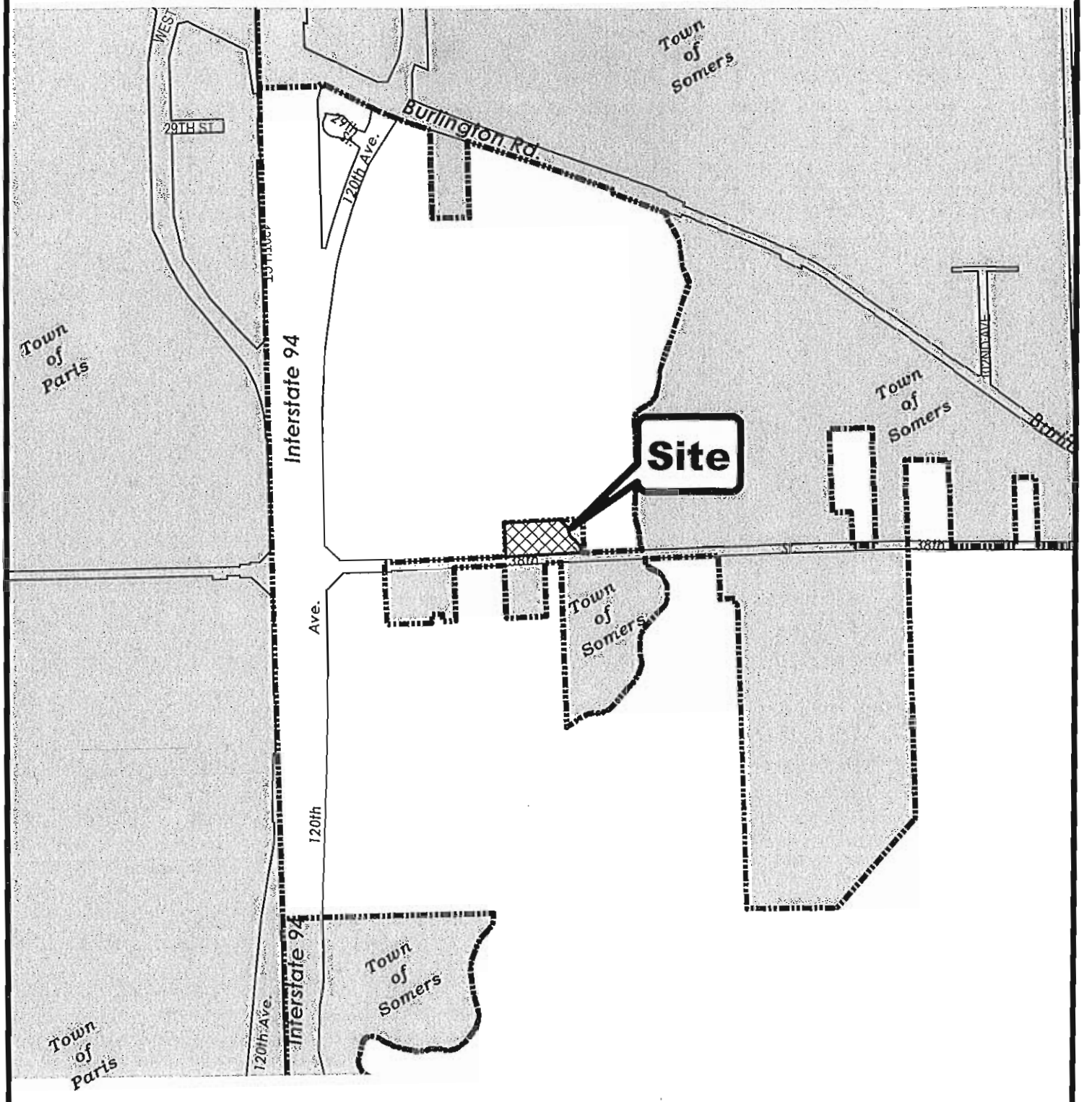
Brian R. Wilke, Development Coordinator

Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2014/FEB20/fact-rezone-ktrwis.odt

City of Kenosha

Vicinity Map
KTR WIS III LLC rezoning



Property requested to be rezoned

N
W E
S

0 250 500 750 1,000 Feet

DCPL - Planning & Zoning Division - JBL - BRW - November 5, 2013 - mc

REZONING ORDINANCE NO. _____

BY: THE MAYOR

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

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

Section One: That the land shown on the attached Supplement Map No. Z1-14 be, and the same hereby is, zoned and districted as indicated on said map.

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

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

ATTEST:_____City Clerk

APPROVED:_____Mayor Date:_____

Passed:

Published:

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney

City of Kenosha

District Map
Rezoning

Supplement No. Z1-14

KTR WIS III LLC petition

Ordinance No. _____

Property requested to be rezoned from:

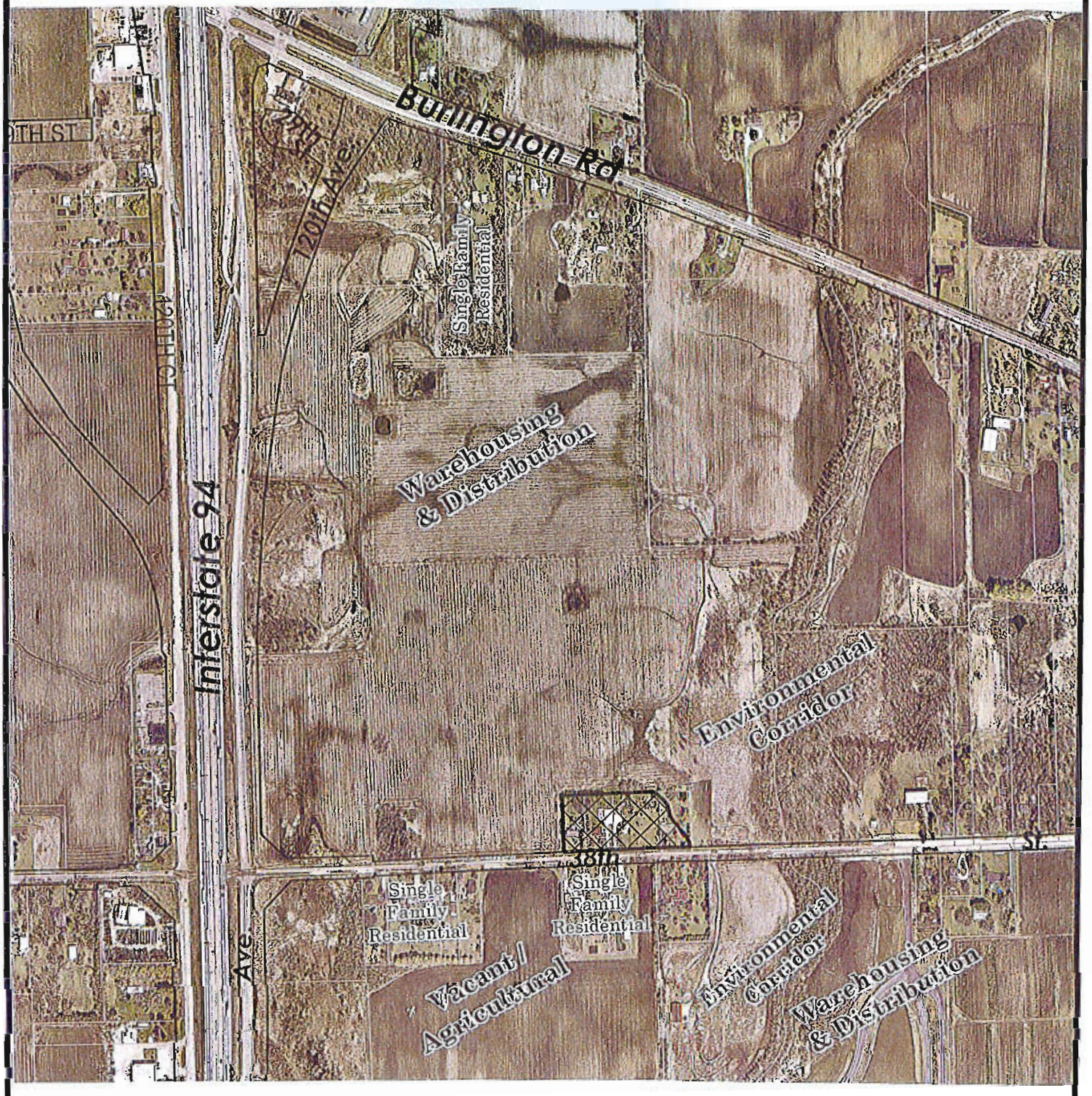
A-2 Agricultural Land Holding to
M-2 Heavy Manufacturing

N
W E
S

0 120 240 360 480 600 Feet

City of Kenosha

Land Use Map
KTR WIS III LLC Rezoning



Property requested to be rezoned

N
W E
S

0 120 240 360 480 600 Feet

DCDI ~ Planning & Zoning Division ~ JBL ~ BRW ~ January 28, 2014 ~ mc

KTR
CAPITAL PARTNERS

January 27, 2014

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

RE: Petition for Rezoning – 38th Street Residential Properties

Dear Mayor Bosman and Members of the Common Council:

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

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

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

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

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

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

Sincerely,

KTR Capital Partners, LP

Jeffrey A. Zygler
Vice President – Development

Agreed and acknowledged:

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

A. Donald Chase, Jr.
Senior Vice President

Encl.

·Planning & Zoning

·Community Development

262.653.4030
262.653.4045 FAX
Room 308

·Building Inspections

·Property Maintenance

262.653.4263
262.653.4254 FAX
Room 100

DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS
Municipal Building · 625 52nd Street · Kenosha, WI 53140
www.kenosha.org

Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

February 7, 2014

Notice of Public Hearing

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

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

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

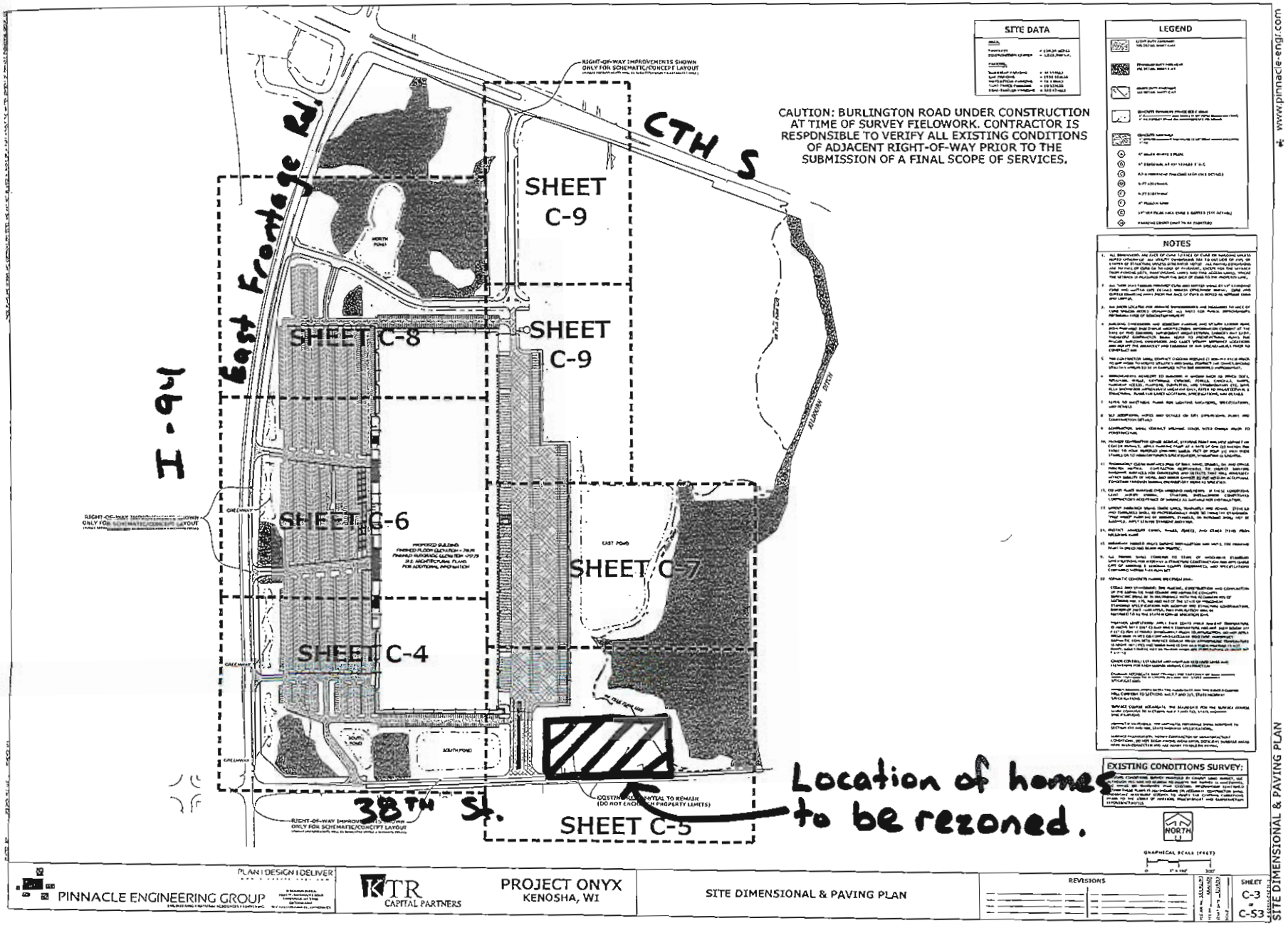
Thursday, February 20, 2014 at 5:00 p.m.
Municipal Building
625 52nd Street - Room 202
Kenosha, WI 53140

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

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

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

BW:kas
Enclosure


SITE DATA
LEGEND
NOTES
EXISTING CONDITIONS SURVEY:
CAUTION: BURLINGTON ROAD UNDER CONSTRUCTION AT TIME OF SURVEY FIELDWORK. CONTRACTOR IS RESPONSIBLE TO VERIFY ALL EXISTING CONDITIONS OF ADJACENT RIGHT-OF-WAY PRIOR TO THE SUBMISSION OF A FINAL SCOPE OF SERVICES.
CTH S
East Frontage Rd.
I-94
38TH St.
SHEET C-9
SHEET C-8
SHEET C-9
SHEET C-6
SHEET C-7
SHEET C-4
SHEET C-5
NORTH POND
SOUTH POND
EAST POND
Location of homes to be rezoned.
NORTH
GRAPHICAL SCALE (FEET)
PLAN | DESIGN | DELIVER
PINNACLE ENGINEERING GROUP
KTR CAPITAL PARTNERS
PROJECT ONYX
KENOSHA, WI
SITE DIMENSIONAL & PAVING PLAN
REVISIONS
SHEET C-3 of C-53
SITE DIMENSIONAL & PAVING PLAN
www.pinnacle-engr.com

Resolution No. _____

By: the Mayor

RESOLUTION AWARDING THE SALE OF
$5,520,000 TAXABLE GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2014A

WHEREAS, the Common Council of the City of Kenosha, Kenosha County, Wisconsin (the "City") has, by a resolution adopted on March 3, 2014 (the "Initial Resolution"), authorized the issuance of general obligation promissory notes pursuant to Section 67.12(12) of the Wisconsin Statutes in an amount not to exceed $5,520,000 for the public purpose of financing a development grant and other project costs of the City's Tax Incremental District No. 16 (the "Project");

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, cities are authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purpose;

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

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue the Notes on a taxable rather than tax-exempt basis.

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

Section 1. Sale of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of FIVE MILLION FIVE HUNDRED TWENTY THOUSAND DOLLARS ($5,520,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted, and the Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. To evidence the obligation of the City, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, the Notes aggregating the principal amount of FIVE MILLION FIVE HUNDRED TWENTY THOUSAND DOLLARS ($5,520,000) for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

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Section 2. Terms of the Notes. The Notes shall be designated "Taxable General Obligation Promissory Notes, Series 2014A"; shall be issued in the aggregate principal amount of $5,520,000; shall be dated April 21, 2014; shall be in the denomination of $5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on September 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit B-1 and incorporated herein by this reference. Interest is payable semi-annually on March 1 and September 1 of each year commencing on September 1, 2014. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit B-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on September 1, 2020 and thereafter shall be subject to redemption prior to maturity, at the option of the City, on September 1, 2017 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot, at the principal amount thereof, plus accrued interest to the date of redemption. If the Proposal specifies that any of the Notes are subject to mandatory redemption, the terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference.

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

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2014 through 2022 for the payments due in the years 2014 through 2023 in the amounts set forth on the Schedule. The amount of tax levied in the year 2014 shall be the total amount of debt service due on the Notes in the years 2014 and 2015; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of principal of or interest on the Notes in the year 2014.

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

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

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

Section 6. Segregated Debt Service Fund Account.

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

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for $5,520,000 Taxable General Obligation Promissory Notes, Series 2014A, dated April 21, 2014" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. The City Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

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

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

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

Section 8. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 9. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the City Clerk or City Treasurer (the "Fiscal Agent").

Section 10. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

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

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

Section 11. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 12. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the City and on file in the City Clerk's office.

Section 13. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or Official Statement to be distributed to the Purchaser.

Section 14. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

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

Section 15. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 16. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 17. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted this 7th day of April, 2014.

Attest: _____, City Clerk
Debra Salas

Dated: _____, 2014

Approved: _____, Mayor
Keith G. Bosman

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EXHIBIT A

Note Purchase Proposal

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

(See Attached)

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EXHIBIT B-1

Pricing Summary

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

(See Attached)

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EXHIBIT B-2

Debt Service Schedule and Irrepealable Tax Levies

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

(See Attached)

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EXHIBIT C

(Form of Note)

UNITED STATES OF AMERICA

REGISTERED STATE OF WISCONSIN DOLLARS

KENOSHA COUNTY

NO. R-___ CITY OF KENOSHA $_____

TAXABLE GENERAL OBLIGATION PROMISSORY NOTE,
SERIES 2014A

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
September 1, _____	April 21, 2014	____%	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
($_____)

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

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

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This Note is one of an issue of Notes aggregating the principal amount of $5,520,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for the public purpose of financing a development grant and other project costs of the City's Tax Incremental District No. 16, all as authorized by resolutions of the Common Council duly adopted by said governing body at meetings held on March 3, 2014 and April 7, 2014. Said resolutions are recorded in the official minutes of the Common Council for said dates.

The Notes maturing on September 1, 2020 and thereafter are subject to redemption prior to maturity, at the option of the City, on September 1, 2017 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in

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exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of $5,000 or any integral multiple thereof.

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

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

CITY OF KENOSHA,
KENOSHA COUNTY, WISCONSIN

By: _____
Keith G. Bosman
Mayor

(SEAL)

By: _____
Debra Salas
City Clerk

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ASSIGNMENT

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

_____

(Name and Address of Assignee)

_____

(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

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

_____
(Depository or Nominee Name)

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

_____
(Authorized Officer)

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Resolution No. _____

By: the Mayor

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF
$4,300,000 TAXABLE GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2014B

WHEREAS, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City of Kenosha, Kenosha County, Wisconsin (the "City") to raise funds for the public purpose of financing a development grant and other project costs of the City's Tax Incremental District No. 8 (the "Project"), and there are insufficient funds on hand to pay said cost;

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, cities are authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purpose;

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

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue the Notes on a taxable rather than tax-exempt basis.

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

Section 1. Authorization and Sale of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of FOUR MILLION THREE HUNDRED THOUSAND DOLLARS ($4,300,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted, and the Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. To evidence the obligation of the City, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, the Notes aggregating the principal amount of FOUR MILLION THREE HUNDRED THOUSAND DOLLARS ($4,300,000) for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 2. Terms of the Notes. The Notes shall be designated "Taxable General Obligation Promissory Notes, Series 2014B"; shall be issued in the aggregate principal amount of $4,300,000; shall be dated April 22, 2014; shall be in the denomination of $5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on April 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit B-1 and incorporated herein by this reference. Interest is payable semi-annually on April 1 and October 1 of each year commencing on October 1, 2014. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit B-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on April 1, 2021 and thereafter shall be subject to redemption prior to maturity, at the option of the City, on April 1, 2020 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot, at the principal amount thereof, plus accrued interest to the date of redemption. If the Proposal specifies that any of the Notes are subject to mandatory redemption, the terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference.

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

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2014 through 2023 for the payments due in the years 2014 through 2024 in the amounts set forth on the Schedule. The amount of tax levied in the year 2014 shall be the total amount of debt service due on the Notes in the years 2014 and 2015; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of principal of or interest on the Notes in the year 2014.

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

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

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

Section 6. Segregated Debt Service Fund Account.

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

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for $4,300,000 Taxable General Obligation Promissory Notes, Series 2014B, dated April 22, 2014" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. The City Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

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

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

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

Section 8. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 9. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the City Clerk or City Treasurer (the "Fiscal Agent").

Section 10. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

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

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

Section 11. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 12. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the City and on file in the City Clerk's office.

Section 13. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or Official Statement to be distributed to the Purchaser.

Section 14. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

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

Section 15. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 16. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 17. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted this 7th day of April, 2014.

Attest: _____, City Clerk
Debra Salas

Dated: _____, 2014

Approved: _____, Mayor
Keith G. Bosman

DRAFT

EXHIBIT A

Note Purchase Proposal

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

(See Attached)

DRAFT

EXHIBIT B-1

Pricing Summary

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

(See Attached)

DRAFT

EXHIBIT B-2

Debt Service Schedule and Irrepealable Tax Levies

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

(See Attached)

DRAFT

EXHIBIT C

(Form of Note)

UNITED STATES OF AMERICA

REGISTERED STATE OF WISCONSIN DOLLARS

KENOSHA COUNTY

NO. R-___ CITY OF KENOSHA $_____

TAXABLE GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2014B

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
April 1, _____	April 22, 2014	____%	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS ($_____)

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

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

This Note is one of an issue of Notes aggregating the principal amount of $4,300,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption

provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for the public purpose of financing a development grant and other project costs of the City's Tax Incremental District No. 8, all as authorized by a resolution of the Common Council duly adopted by said governing body at a meeting held on April 7, 2014. Said resolution is recorded in the official minutes of the Common Council for said date.

The Notes maturing on April 1, 2021 and thereafter are subject to redemption prior to maturity, at the option of the City, on April 1, 2020 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax,

fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of $5,000 or any integral multiple thereof.

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

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

CITY OF KENOSHA,
KENOSHA COUNTY, WISCONSIN

By: _____
Keith G. Bosman
Mayor

(SEAL)

By: _____
Debra Salas
City Clerk

ASSIGNMENT

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

_____

(Name and Address of Assignee)

_____

(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

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

_____
(Depository or Nominee Name)

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

_____
(Authorized Officer)

RESOLUTION NO. _____

BY: COMMITTEE ON PUBLIC WORKS

PRELIMINARY RESOLUTION DECLARING INTENT TO LEVY ASSESSMENTS FOR HAZARDOUS SIDEWALK AND/OR DRIVEWAY APPROACH

PROJECT #14-1208 SIDEWALK & CURB/GUTTER PROGRAM

WHEREAS, it is expedient, necessary and in the best interest of the City of Kenosha, and for benefit of the property affected thereby that improvements in street right-of-ways: sidewalk, and/or driveway approaches.

(Citywide Locations)

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

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

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

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

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

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

   a. Preliminary plans and specifications for said improvements.

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

c. Schedule of proposed assessments.

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

Adopted this 17th day of March, 2014.

APPROVED: _____
MAYOR
KEITH G. BOSMAN

ATTEST: _____
CITY CLERK/TREASURER
DEBRA L. SALAS

RESOLUTION NO. _____

BY: COMMITTEE ON PUBLIC SAFETY AND WELFARE

TO DESIGNATE BOTH SIDES OF 85th STREET FROM 25th AVENUE TO 30th AVENUE AS "NO PARKING STANDING OR STOPPING 7:00 AM TO 4:30 PM SCHOOL DAYS [DISTRICT 13]

BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, to designate both sides of 85th Street from 25th Avenue to 30th Avenue as "NO PARKING STANDING OR STOPPING 7:00 AM TO 4:30 PM SCHOOL DAYS".

Adopted this _____ day of _____, 2014.

ATTEST:_____City Clerk

APPROVED:_____Mayor Date:_____

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney

RESOLUTION NO. ____

SPONSOR: **ALDERPERSON KEVIN E. MATHEWSON**
CO-SPONSOR: **ALDERPERSON G. JOHN RUFFOLO**
ALDERPERSON DAVID F. BOGDALA
ALDERPERSON STEVE G. BOSTROM

TO URGE THE CITY OF KENOSHA POLICE AND FIRE COMMISSION TO HOLD A HEARING ON THE RECENT ALLEGATIONS MADE AGAINST THE FIRE CHIEF

WHEREAS, on August 16th, 2010 the Common Council issued a public reprimand against Fire Chief John Thomsen due to his failure to maintain "objectivity" which caused a Fire Department Division Chief, Richard Meeker, to perceive that he was being persecuted; and,

WHEREAS, on February 5th, 2014 a complaint was filed with the Police and Fire Commission by Jeremy Ryan against Fire Chief John Thomsen for allegedly engaging in acts unbecoming of an officer of the City of Kenosha; and,

WHEREAS, the allegations made against Chief Thomson are very serious; and,

WHEREAS, the accused, the accuser, and the community deserve a fair public hearing where the facts can be discovered; and,

WHEREAS, the only way to insure fair and transparent government, is to utilize the processes put in place at both the State and City level without interference from anyone else.

NOW THEREFORE BE IT RESOLVED that the Common Council for the City of Kenosha does hereby urge the City of Kenosha Police and Fire Commission to hold a public hearing in reference to the complaint made by Jeremy Ryan on February 5th, 2014; and,

BE IT FURTHER RESOLVED that the City Clerk deliver copies of this resolution to each member of the City of Kenosha Police and Fire Commission

Adopted this day of _____, 2014.

ATTEST:_____City Clerk

APPROVED:_____Mayor

Drafted By:
KEVIN MATHEWSON
ALDERMAN, DISTRICT 8

Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	February 20, 2014	Item 4

Resolution by the Mayor - To Amend the Official Map for the City of Kenosha, Wisconsin, to include the Attachment of various parcels [Parcel 80-4-222-301-0300, #80-4-222-302-0110, #80-4-222-302-0120 and #80-4-222-302-0130 located at 11222, 11310, 11400 and 11410 38th Street] in the Town of Somers, Kenosha County, Wisconsin, in accordance with the approved City of Kenosha/Town of Somers Cooperative Plan under Section 66.0307 of the Wisconsin Statutes. (KTR WIS III, LLC) (District #16) PUBLIC HEARING

LOCATION/SURROUNDINGS:

Site: 11222, 11300, 11400 and 11410 38th Street

NOTIFICATIONS/PROCEDURES:

The alderperson of the district, Alderperson Downing, has been notified. The Common Council is the final review authority.

ANALYSIS:

- Per Section 62.23(6)(c) of the Wisconsin Statutes, the Common Council may amend the Official Map of the City upon publishing of a Class II Notice, holding a public hearing and referring the item to the City Plan Commission for report.
- The Common Council is in the process of reviewing the Attachment request for the following properties:
  - 11222 38ht Street #80-4-222-301-0300
  - 11300 38th Street #80-4-222-302-0110
  - 11400 38th Street #80-4-222-302-0120
  - 11410 38th Street #80-4-222-302-0130
- An Amendment to the Official Map is required to show the parcels within the City Municipal Boundary.
- The Amendment is reviewed by the City Plan Commission and the Common Council in accordance with the State Statutes.

RECOMMENDATION:

A recommendation is made to approve the attached Resolution for the Official Map Amendment.

Rich Schroeder, Deputy Director

Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2014/FEB20/fact-offmap-ktr.odt

RESOLUTION NO. _____

BY: THE MAYOR

TO AMEND THE OFFICIAL MAP FOR THE CITY OF KENOSHA, WISCONSIN, TO INCLUDE THE ATTACHMENT OF

Parcel No(s):	**80-4-222-301-0300** **80-4-222-302-0110** **80-4-222-302-0120** **80-4-222-302-0130**
Located at:	**11222 38th Street** **11310 38th Street** **11400 38th Street** **11410 38th Street**

IN THE TOWN OF SOMERS, KENOSHA COUNTY, WISCONSIN, IN ACCORDANCE WITH THE APPROVED CITY OF KENOSHA/TOWN OF SOMERS COOPERATIVE PLAN UNDER SECTION 66.0307 OF THE WISCONSIN STATUTES [KTR WIS III, LLC, Property Owner]

WHEREAS, the City of Kenosha, Wisconsin, has established an Official Map pursuant to Section 62.23(6), Wisconsin Statutes; and,

WHEREAS, the City of Kenosha, Wisconsin, and the Town of Somers, Wisconsin, entered into the City of Kenosha/Town of Somers Cooperative Plan Under Section 66.0307, Wisconsin Statutes, which was approved by the Wisconsin Department of Administration, Intergovernmental Relations, Municipal Boundary Review, on August 8, 2005; and,

WHEREAS, it was in the best interest for the public health, safety, and welfare of the City of Kenosha/Town of Somers to attach territory known as Parcel No(s). 80-4-222-301-0300, 80-4-222-302-0110, 80-4-222-302-0120 and 80-4-222-302-0130 located at 11222, 11310,

11400 and 11410 38th Street, in the Town of Somers, Kenosha County, Wisconsin, to the City of Kenosha, Wisconsin; and,

WHEREAS, on March 17, 2014, the Common Council for the City of Kenosha, Wisconsin, approved an Attachment and Zoning District Classification Ordinance under Section 66.0307, Wisconsin Statutes, for Parcel No(s). 80-4-222-301-0300, 80-4-222-302-0110, 80-4-222-302-0120 and 80-4-222-302-0130, located at 11222, 11310, 11400 and 11410 38th Street, in the Town of Somers, Kenosha, Wisconsin, to be attached to the City of Kenosha, Wisconsin, with the Zoning District Classifications designated therein.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that pursuant to the authority of Section 62.23(6)(c), Wisconsin Statutes, the Official Map of the City of Kenosha, Wisconsin, be and hereby is amended to include the designation of the attachment of territory formerly of the Town of Somers, County of Kenosha, Wisconsin, known as Parcel No(s). 80-4-222-301-0300, 80-4-222-302-0110, 80-4-222-302-0120 and 80-4-222-302-0130, located at 11222, 11310, 11400 and 11410 38th Street , Kenosha, Wisconsin, as depicted on the Attachment and Zoning District Classification Ordinance, which is incorporated herein by reference.

Adopted this _____ day of _____, 2014.

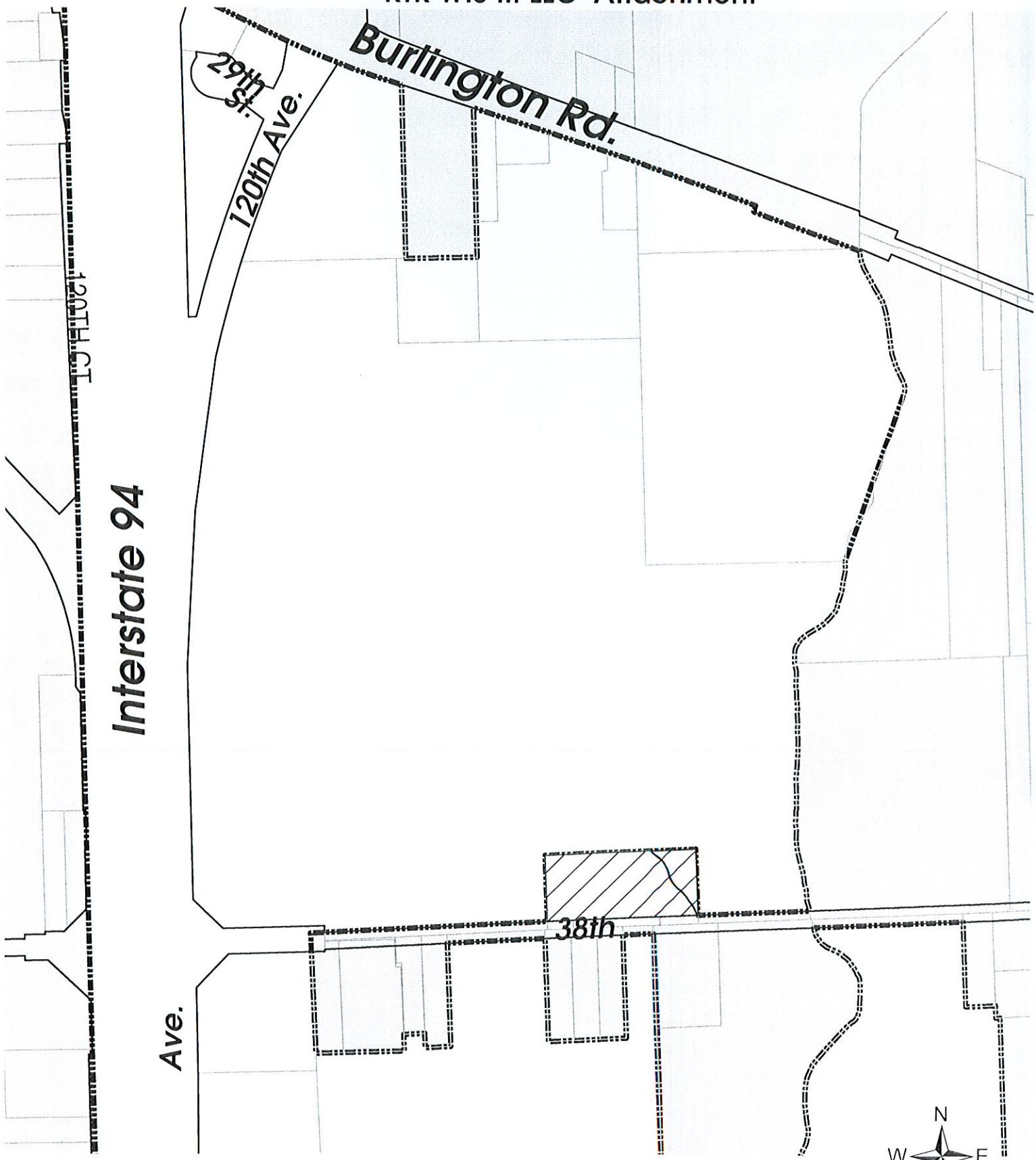
ATTEST:_____City Clerk

APPROVED:_____Mayor Date:_____

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

City of Kenosha

Official Map Amendment
KTR WIS III LLC Attachment



Properties to be Attached to the City

DCDI ~ Planning & Zoning Division ~ JBL ~ RPS ~ February 10, 2014 ~ mc

0 100 200 300 400 500 Feet

RESOLUTION NO. _____

SPONSOR: MAYOR KEITH BOSMAN

TO SUPPORT THE KENOSHA COMMISSION ON THE ARTS AWARDS RECOGNITION PROGRAM

WHEREAS, the arts, whether visual arts, music, film, theater, dance, design or literature, cut across racial, cultural, social, educational and economic barriers and enhance cultural appreciation and awareness; and

WHEREAS, the arts develop both independence and in collaboration; and

WHEREAS, the arts can foster and enhance economic development in the City; and

WHEREAS, the arts contribute to the aesthetics and beauty of the City while encouraging community building; and

WHEREAS, the mission of the Kenosha Commission on the Arts is to support economic development of creative and expressive endeavors by developing collaborative relationships between artists, musicians, businesses, government and other organizations; and,

WHEREAS, the Kenosha Commission on the Arts intends to start an awards recognition program in an attempt to encourage artists and promote the arts.

NOW, THEREFORE, BE IT RESOLVED that the Common Council supports the initiation of an Arts Awards Recognition Program by the Kenosha Commission on the Arts.

BE IT FURTHER RESOLVED that the Common Council encourages all citizens to support the Arts Awards Recognition Program and encourages citizens to seek out and nominate people for those awards.

Adopted this ____day of March, 2014.

ATTEST: _____
Debra Salas, City Clerk/Treasurer

APPROVED: _____
Keith G. Bosman, Mayor

Drafted By:
WILLIAM K. RICHARDSON
Assistant City Attorney

Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	March 20, 2014	Item 5
By the Mayor - To Approve a four-lot Certified Survey Map to be located at 3803 and 3809 7th Avenue. (Estes) (District #1) PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: 3803 and 3809 7th Avenue
Zoned: RG-1 General Residential

NOTIFICATIONS/PROCEDURES:

The alderperson of the district, Alderperson Haugaard, has been notified. This item will also be reviewed by the Public Works Committee before final approval by the Common Council.

ANALYSIS:

- In December of 2013, the applicant rezoned the properties on the attached Certified Survey Map to RG-1 General Residential. The applicant is now requesting to divide the property into buildable lots.
- The site currently has two (2) lots.
  - The applicant has also submitted a Lot Line Adjustment Survey (reviewed at a Staff Level) to adjust the existing lot line to the south to create one (1) buildable lot along 39th Street.
  - The remaining large lot would be divided into four (4) lots with the proposed Certified Survey Map.
- The lot along 39th Street would be buildable as a single-family residence. The four (4) other lots would be buildable as either single-family or two-family residences based on the lot width and area.
- The applicant is not a builder. He intends to sell the lots for development.
- The Certified Survey Map was sent to City Departments for their review. Their comments are included in the attached Resolution.
- The plans generally comply with Chapter 17 of the Code of General Ordinances.

RECOMMENDATION:

A recommendation is made to approve the Certified Survey Map, subject to the attached Resolution.

B. R. O.
Brian R. Wilke, Development Coordinator

Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2014/MAR20/fact-csm-estes.odt

RESOLUTION NO: _____- 14

BY: THE MAYOR

TO APPROVE A FOUR-LOT CERTIFIED SURVEY MAP
Property located at 3803 and 3809 7th (Estes)

BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that a Certified Survey Map relating to one (1) parcel at 3803 and 3809 7th Avenue is herein and hereby approved subject to the following conditions:

1. Compliance with all applicable State and City codes and ordinances.
2. Payment of all applicable fees, including recording fees.
3. Payment of all storm water utility fees and delinquent taxes prior to recording.
4. A digital copy of the Certified Survey Map shall be provided to the City prior to recording.
5. The Certified Survey Map shall be null and void if not recorded within six (6) months of approval by the Common Council.
6. Compliance with the Kenosha Water Utility memo dated February 26, 2014.
7. The north line of the Quarter Section is shown as bearing N89°29'00"E. The Horizontal and Vertical Survey Control used by the City shows this line to bear N87°53'42"E. Revise every bearing to reflect this change.
8. The Legal Description on Sheet Two does not tie the CSM to a USPLS. Section 17.07 (D) requires that a Certified Survey be tied "*...to one or more of the section or quarter corners...*".
9. A graphic scale shall be added.
10. A Final Drainage Plan shall be submitted for review and approval by the Department of Public Works.
11. Compliance with all the preceding conditions as a prerequisite for authorizing Mayor and City Clerk-Treasurer to sign the Certified Survey Map.

Adopted this _____day of _____, 2014

ATTEST: _____
Debra L. Salas, City Clerk-Treasurer

APPROVE: _____
Keith G. Bosman, Mayor

Drafted by the Department of Community Development & Inspections

/u2/acct/cp/ckays/1CPC/2014/MAR20/resol-csm-estes.odt

Engineering Services
4401 Green Bay Road
Kenosha WI 53144

Phone (262) 653-4315
Fax (262) 653-4303

"Providing and Protecting Kenosha's Greatest Natural Resource"

MEMO

To: Brian Wilke, Development Coordinator

From: Ian C. Bagley, P.E., Water Engineer

Date: February 26, 2014

Subject: Estes Certified Survey Map

Location: 3803 and 3809 7th Avenue

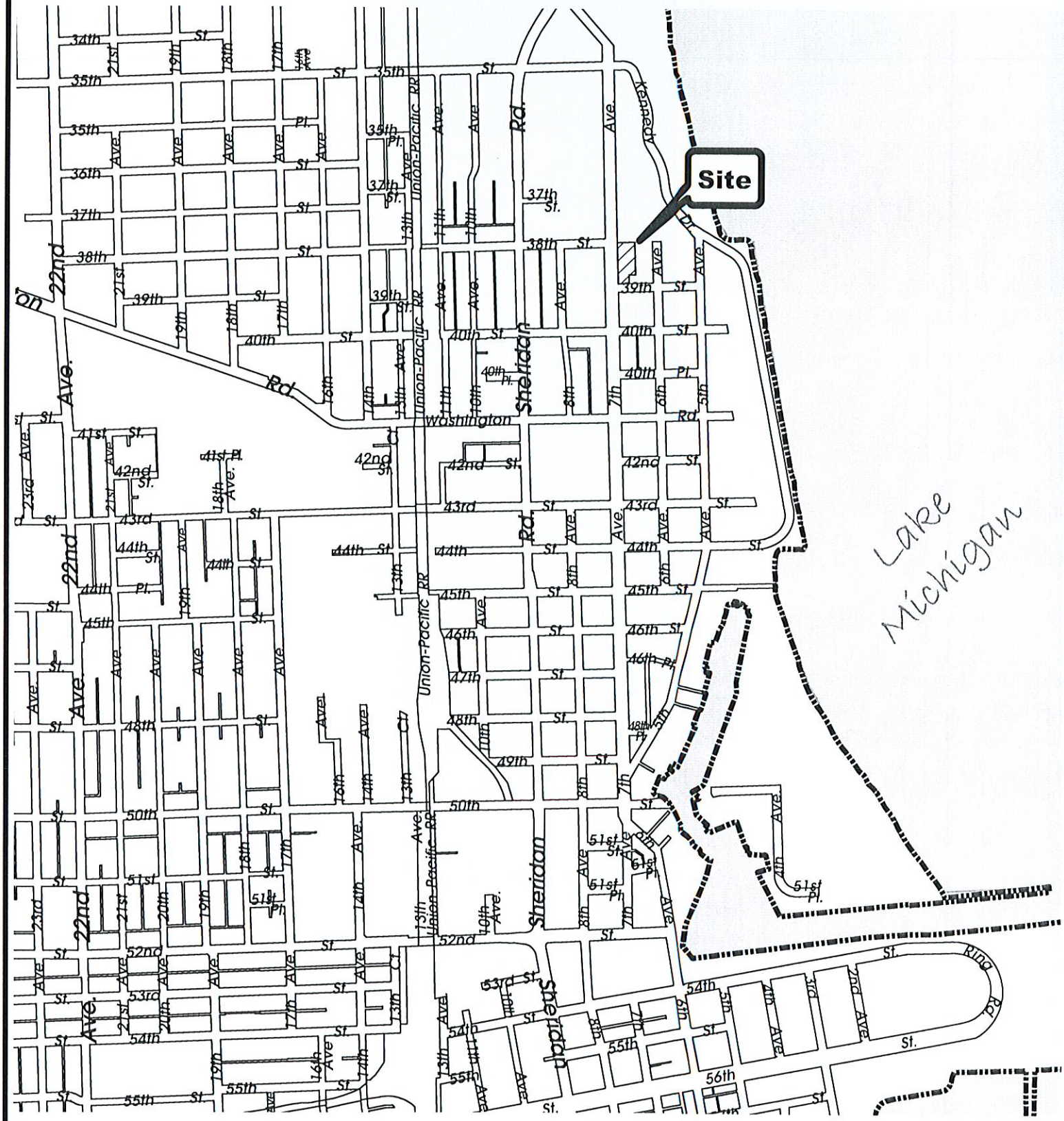
The Kenosha Water Utility (KWU) has reviewed the submittal for the above referenced project. KWU recommends the project for approval subject to the following conditions:

1. Sanitary sewer and water main service stubs are not available for each lot per KWU records. Additionally, due to the age of the sanitary sewer and water main service stubs (well over 100 years), KWU will require new sanitary sewer and water services for each parcel including the parcel south of Lot 4.
2. Each new 1" water service will require a $400 fee for tapping the water main and installing the water service to the curb stop. Excavation and restoration will be performed by the developer's contractor. Additionally, each new service will incur a sewer connection fee of $3,281.00 under the assumption that each service will not require a meter larger than 3/4". These fees must be paid prior to connecting to the water main.
3. The developer's contractor will be responsible for installing the sanitary sewer services, but KWU personnel must be notified a minimum of 24 hours in advance of connection so that they may be on site to inspect. A $70 sewer connection inspection fee must be paid for each service.

CC: Mr. Robert Carlson, P.E., Director of Engineering Services

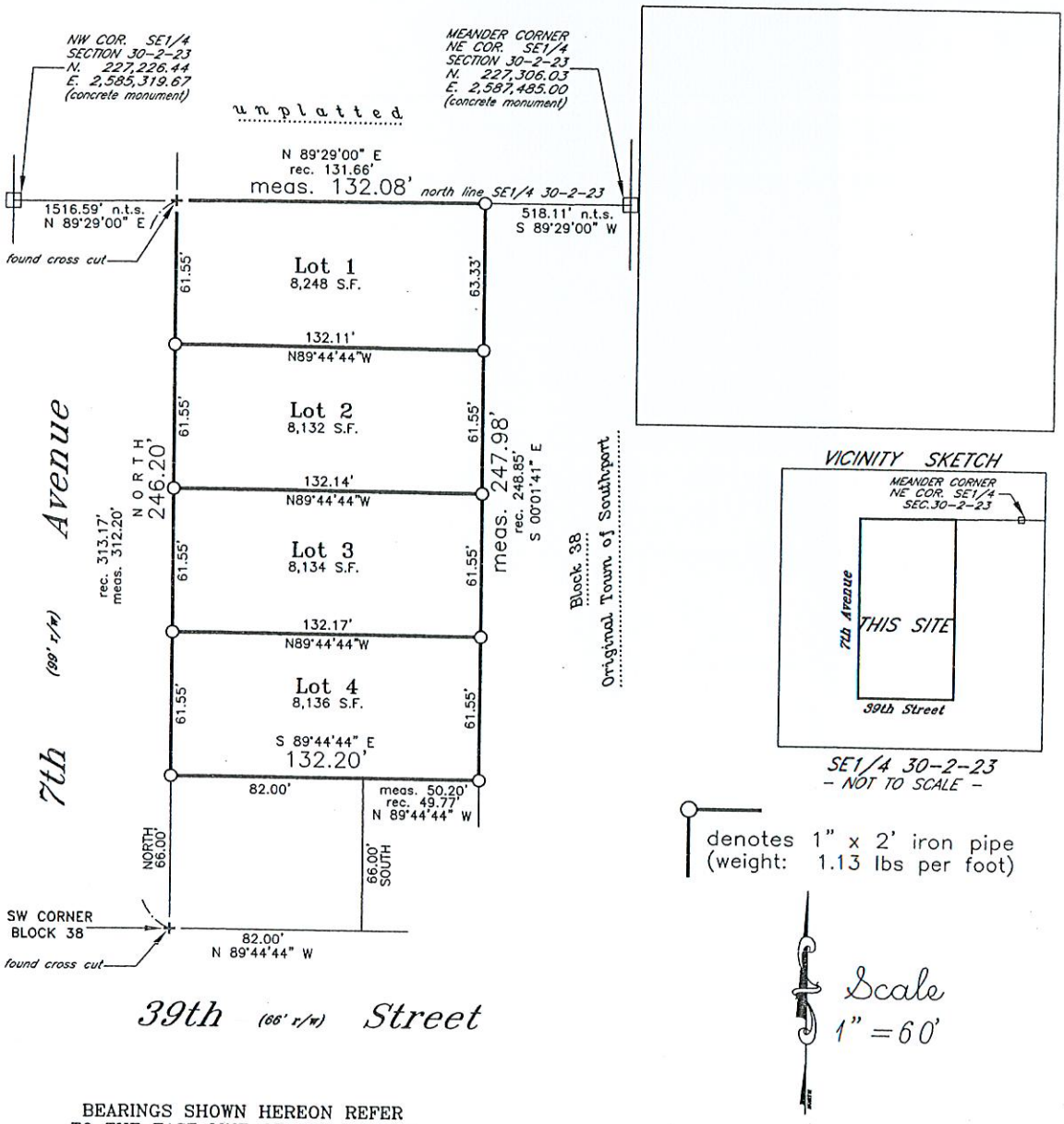
City of Kenosha

Estes Certified Survey Map



DCDI ~ Planning & Zoning Division ~ JBL ~ BRW ~ March 13, 2014 ~ mc

0 210 420 630 840 1,050 Feet



BEARINGS SHOWN HEREON REFER TO THE EAST LINE OF 7TH AVENUE AS ASSUMED NORTH AND SOUTH

NOTE: Lots shown hereon are served by public sanitary sewer and public water.

J.K.R. SURVEYING, INC.
8121 22ND AVENUE KENOSHA, WI 53143
ph. 262-[illegible] 652-9695

WISCONSIN
JEFFREY K. RAMPART
2141
KENOSHA, WI
LAND SURVEYOR

WISCONSIN REGISTERED LAND SURVEYOR

Dated February 12, 2014

SHEET ONE OF TWO SHEETS

CERTIFIED SURVEY MAP

- for -

OWNER(S)/DEVELOPER:

Steven F. Estes
216 Candia Lane
Cary, N.C. 27519
(919-889-1771)

in SE1/4 Section30-2-23

CITY OF KENOSHA
KENOSHA COUNTY, WIS.

CERTIFIED SURVEY MAP NO.....

CERTIFIED SURVEY MAP

I, JEFFREY K. RAMPART, SURVEYOR, hereby certify that I have prepared this certified survey map, the exterior boundaries of which are described as:

Part of Block 38 in ORIGINAL TOWN OF SOUTHPORT, a plat of record; lying and being in part of the Southeast Quarter of Section 30, Town 2 North, Range 23 East of the Fourth Principal Meridian; lying and being in the City of Kenosha, Kenosha County, Wisconsin and being more particularly described as: Commence at the southwest corner of said Block 38; thence North 66.00 feet to the point of beginning; thence continue North 246.20 feet to the north line of said quarter section at a point which is 1516.59 feet N89°29'00"E from the northwest corner of said quarter section; thence N89°29'00"E along said north line 132.08 feet; thence S00°01'41"E 247.98 feet; thence N89°44'44"W 132.20 feet to the southwest corner of said Block 38 and the point of beginning.

WISCONSIN
JEFFREY K. RAMPART
2141
KENOSHA, WI
LAND SURVEYOR

That I have complied with the provisions of chapter 236.34 of the State Statutes on certified surveys and the City of Kenosha Land Division and Platting Ordinance.

Dated this ..12th.. day of .....February.., 2014.

SURVEYOR.....

JEFFREY K. RAMPART (S-2141)
WISCONSIN REGISTERED LAND SURVEYOR

As owner(s), I (we)hereby certify that we caused the land described on this plat to be surveyed, divided and mapped as represented on this plat.

OWNER.....
STEVEN F. ESTES

STATE OF WISCONSIN
KENOSHA COUNTY S.S.

Personally came before me this ..... day of ....., 20__, the above named Steven F. Estes, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

My Commission Expires..... .....
NOTARY PUBLIC

PRINT NAME HERE.....

This certified survey map has been submitted to and approved by the Common Council of the City of Kenosha on this ..... day of ....., 20__.

APPROVED.....
KEITH G. BOSMAN, Mayor

PRINT NAME HERE.....

I hereby certify that the foregoing is a copy of resolution number _____ adopted by the Common Council of the City of Kenosha.

CITY CLERK/TREASURER.....
DEB SALAS

PRINT NAME HERE.....

OWNER(S)/DEVELOPER:

Steven F. Estes
216 Candia Lane
Cary, N.C. 27519
(919-889-1771)

SHEET TWO OF TWO SHEETS

CERTIFIED SURVEY MAP NO.....

Development Review Application
City of Kenosha, Wisconsin

Mailing Information

NAME OF PROJECT: _____

Check one (1) of the following boxes to indicate the recipient of all correspondence:

(●) Name and Address of Applicant [Please print]:
Stephen F. ESTES
216 Candia Lane, Cary NC 27519
Phone: 919-889-1771
Fax:
E-Mail: estesdhahome@yahoo.com

( ) Name and Address of Architect/Engineer [Please print]:
Phone:
Fax:
E-Mail:

( ) Name and Address of Property Owner (if other than applicant)[Please print]:
Phone:
Fax:
E-Mail:

Project Location

Location of Development (street address and / or parcel number): 3803 & 3809 - 7th AVENUE
11-223-30-403-001 & -002

Type of Land Development

Check all that apply. Note: Additional information may be required within individual Sections.

✓	Certified Survey Map	Section 1	Page 3
✓	Concept Review (*Land Division*)	Section 2	Page 4
	Concept Review (Multi-Family Residential or Non-Residential)	Section 3	Page 5
	Conditional Use Permit	Section 4	Pages 6 & 7
	Developer's Agreement	Section 5	Page 8
	Final Plat	Section 6	Pages 9 & 10
✓	Lot Line Adjustment Survey	Section 7	Page 11
	Preliminary Plat	Section 8	Pages 12 & 13
	Rezoning	Section 9	Pages 14 & 15
	Site Plan Review	Section 10	Pages 16 & 17

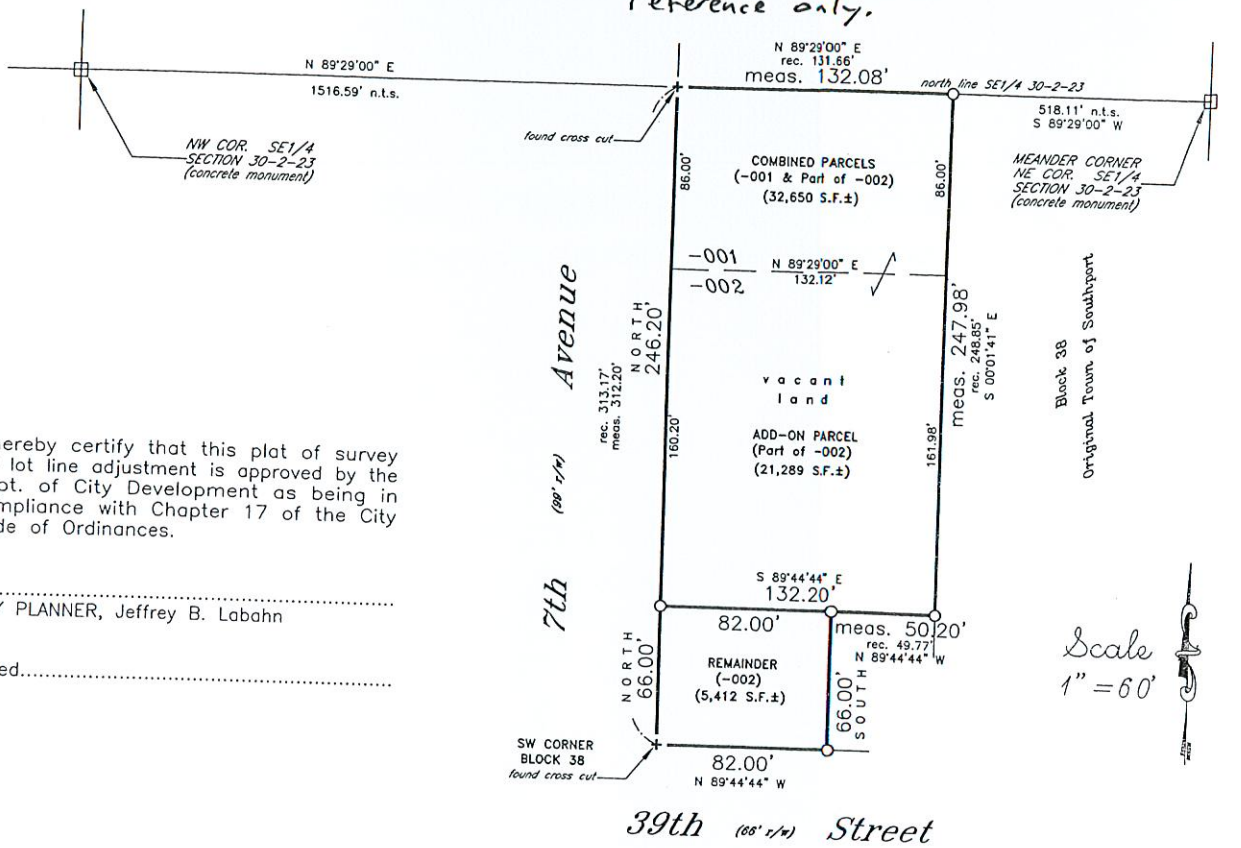
Prior to Submitting this Application to the Department of City Development, Please Review the Appropriate Section(s) for Fees, Requirements and Appropriate Appendices.

Submit this *cover page, completed application, applicable section(s) and appendices along with ALL required plans, information and fees to:*

Department of Community Development & Inspections Planning Division 625 52nd Street, Room 308 Kenosha, WI 53140	Phone: 262.653.4030 Fax: 262.653.4045 Office Hours: M - F 8:00 am – 4:30 pm

addresses: 3803 & 3809 – 7th Avenue

*Lot Line Adjustment Survey included for reference only.



I hereby certify that this plat of survey for lot line adjustment is approved by the Dept. of City Development as being in compliance with Chapter 17 of the City Code of Ordinances.

.....
CITY PLANNER, Jeffrey B. Labahn

Dated.....

denotes iron pipe

LEGAL DESCRIPTIONS FOR LOT LINE ADJUSTMENT (PRECEDE WITH THE FOLLOWING PREAMBLE): Part of Block 38 in ORIGINAL TOWN OF SOUTHPORT, a plat on file and of record in the Kenosha County Land Registry; lying and being in part of the Southeast Quarter of Section 30, Town 2 North, Range 23 East of the Fourth Principal Meridian; lying and being in the City of Kenosha, Kenosha County, Wisconsin and being more particularly described as:
PARCEL TO BE DETACHED FROM TAX KEY NO: 11-223-30-403-002 AND ADD-ON PARCEL TO TAX KEY NO: 11-223-30-403-001:
Commence at the southwest corner of Block 38 of said Original Town of Southport, a plat of record; thence North 66.00 feet to the point of beginning; thence continue North 160.20 feet; thence N89°29'00"E parallel to the north line of said quarter section 132.12 feet; thence S00°01'41"E 161.98 feet; thence N89°44'44"W 132.20 feet to the point of beginning; containing 21,289 square feet, more or less.

LEGAL DESCRIPTION OF PROPOSED COMBINED PARCELS (-001 & part of -002):
Commence at the southwest corner of Block 38 of said Original Town of Southport, a plat of record; thence North 66.00 feet to the point of beginning; thence continue North 246.20 feet to the north line of said quarter section at a point which is 1516.59 feet N89°29'00"E from the northwest corner of said quarter section; thence N89°29'00"E along said north line 132.08 feet; thence S00°01'41"E 247.98 feet; thence N89°44'44"W 132.20 feet to the southwest corner of said Block 38 and the point of beginning; containing 32,650 square feet, more or less.

REMAINDER OF TAX KEY NO: 11-223-30-403-002: Beginning at the southwest corner of Block 38 of said subdivision; thence North 66.00 feet; thence S89°44'44"E 82.00 feet; thence South 66.00 feet; thence N89°44'44"W 82.00 feet to the southwest corner of said Block 38 and the point of beginning; containing 5,412 square feet, more or less.

Refer to a current title report for easements or restrictions which may affect the use of these sites that are not shown on the recorded subdivision plat.

J.K.R. SURVEYING, INC.
8121 22ND AVENUE
KENOSHA, WI 53143

WISCONSIN
JEFFREY K. RAMPART
2141
KENOSHA, WI
LAND SURVEYOR

I hereby certify that this property was surveyed under my direction and this plat is a true representation thereof.

.....
Reg. Land Surveyor
February 7, 2013

Plat of Survey for Lot Line Adjustment

BETWEEN TAX KEY NOS:

11-223-30-403-001 & -002

in SE1/4 Section 30-2-23

CITY OF KENOSHA
KENOSHA COUNTY, WIS.

-for-
Steve F. Estes

KEITH G. BOSMAN
MAYOR

CITY OF KENOSHA
625 - 52nd Street
Kenosha, Wisconsin 53140
(262) 653-4000
Fax (262) 653-4010

March 31, 2014

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby appoint Douglas Ball, 1326-85th Street, Kenosha, to the Board of Review for a term which will expire April 15, 2019. Mr. Ball filed his Statement of Economic Interest on February 27, 2014.

Mr. Ball has lived in Kenosha most of his life and raised his family here. His son is an officer with the Kenosha Police Department and his wife Gail volunteers during elections. Mr. Ball was employed at Ocean Spray for the past 42 years and has recently retired. During his employment there he served as a union steward, chief steward, member of the Bargaining and Safety Committee, and to this day, is involved in making up the annual calendar of events for the Ocean Spray Family Activity Committee.

I am confident Mr. Ball will be a hardworking and conscientious member of the Board of Review.

Sincerely,
CITY OF KENOSHA

Keith G. Bosman
Mayor

KGB:pml

KEITH G. BOSMAN
MAYOR

CITY OF KENOSHA
625 - 52nd Street
Kenosha, Wisconsin 53140
(262) 653-4000
Fax (262) 653-4010

March 31, 2014

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby appoint Philip Wattles, 11102-4th Avenue, Pleasant Prairie, to the Mayor's Youth Commission to fulfill an unexpired term which will expire November 1, 2015. Mr. Wattles filed his Statement of Economic Interest on March 5, 2014.

Mr. Wattles is employed by the Boys & Girls Club of Kenosha. He is actively involved with the Southeast Wisconsin Tri-County Workforce Development Youth Council, the Chiwaukee Prairie Preservation Fund and the National Association of Workforce Development Professionals. As a long-time advocate for youth in our community, he would especially like to see more creative outlets for expression in the after-school and weekend hours and better transportation options for our children. He looks forward to collaborating with other youth service providers.

I am confident Mr. Wattles will be a hardworking and conscientious member of the Mayor's Youth Commission.

Sincerely,
CITY OF KENOSHA

Keith G. Bosman
Mayor

KGB:pml

Document Number	Document Title
	PERMANENT STORM SEWER AND DETENTION POND EASEMENT & AGREEMENT BY AND BETWEEN FIRST PARK KENOSHA OWNERS' ASSN, INC. AND THE CITY OF KENOSHA, WISCONSIN

This space is reserved for recording data

Return to:

Office of the City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, WI 53140

08-222-33-201-033
Parcel Identification Number

PERMANENT STORM SEWER AND DETENTION POND
EASEMENT & AGREEMENT

By and Between

FIRST PARK KENOSHA OWNERS' ASSN, INC.
A Wisconsin Non-Stock Corporation

And

THE CITY OF KENOSHA
A Wisconsin Municipal Corporation

This Permanent Storm Sewer and Detention Pond Easement and Agreement (this "Easement and Agreement") made by and between FIRST PARK KENOSHA OWNERS' ASSN, INC., a Wisconsin non-stock corporation as "Grantor" and the City of Kenosha, a municipal corporation duly organized and existing under the laws of the State of Wisconsin as "Grantee".

Grantor is the owner of real estate legally described on Exhibit A situated in the City of Kenosha, County of Kenosha, State of Wisconsin, hereinafter referred to as "Real Estate."

Grantor, in consideration of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions below provided, does hereby grant to Grantee a permanent easement, in, to and under and across that certain portion of the Real Estate legally described on Exhibit B, and as shown on Exhibit C, both attached hereto and by this reference incorporated herein ("the Easement Area") to install, construct, expand, reconstruct, repair, remove, replace, inspect, maintain and operate storm sewer, stormwater ponds and appurtenances as described in the plans approved as part of the Common Council of the City of Kenosha's approval of the conditional use permit involving the Real Estate on December 16, 2013 and the Stormwater Management Practices Maintenance Agreement for Stormwater Maintenance Facilities, copies of which are on file with the City of Kenosha Department of Community Development and Inspections and the Department of Public Works, (hereinafter "Permitted Work") for the purposes of conveying and detaining storm sewerage over, across, through and under the Real Estate, together with the right to, within the Easement Area, excavate and refill ditches and/or trenches, install appurtenances, and the further right to,within the Easement Area, remove, cut or trim trees, shrubs, bushes, plants, undergrowth, fences or any other structures and obstructions interfering with the Permitted Work.

Grantor shall have and retain all other rights not granted to Grantee to the use and occupancy of the Easement Area, provided that, except as set forth in the plans approved as part of the Common Council of the City of Kenosha's approval of the conditional use permit on December 16, 2013, no permanent structure, landscaping or paving shall be erected or placed over or upon the Easement without the advance, written approval of the Director of Public Works of the City of Kenosha, and then subject to reasonable conditions, such as, but not limited to, replacement or removal of authorized improvements at the cost of Grantor, when required by Grantee. Unauthorized improvements on the Real Estate by Grantor are subject to removal by Grantee.

For the purpose of performing Permitted Work, Grantee shall have the right upon reasonable notice to

Grantor, except in the case of emergency in which event Grantee shall provide notice to Grantor as Grantee is reasonably able to provide under the circumstances, to enter and pass over and use the Real Estate and the lands of Grantor reasonably adjacent thereto for the temporary transportation, laying down, and storage of materials, backfill, tools and equipment, the depositing and removal of excavated materials, and for other purposes incidental to the Permitted Work. Upon completion of Permitted Work, Grantee shall restore the Real Estate and surrounding property to the condition prior to such Permitted Work.

This Easement and Agreement shall run with the land and be binding upon the successors and assigns of the parties hereto. However, this Easement and Agreement shall not take effect until it is fully executed by the Grantor and Grantee. Each person who executes this Easement and Agreement certifies that they are acting within the scope of their respective authority in doing so.

This Easement and Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. Grantor, Grantee and their respective successors and assigns shall have all rights to enforce this Easement and Agreement at law or in equity.

Signature pages follow

GRANTOR:

FIRST PARK KENOSHA OWNERS' ASSN, INC.
a Wisconsin non-stock corporation

By:_____

Its:_____

Date:_____

STATE OF _____)
:SS.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2014, _____, _____ of FIRST PARK KENOSHA OWNERS' ASSN, INC., a Wisconsin non-stock corporation, to me known to be such _____, and acknowledged that he executed the foregoing instrument as such officer as the agreement of said corporation, by its authority.

_____
Notary Public, _____County,_____
My Commission expires/is: _____

GRANTEE:

THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin municipal corporation

BY: _____
KEITH G. BOSMAN, Mayor

Date:_____

BY: _____
DEBRA SALAS, City Clerk/Treasurer

Date:_____

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2014, KEITH G. BOSMAN, Mayor, and DEBRA SALAS, City Clerk/Treasurer of the CITY OF KENOSHA, WISCONSIN, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said municipal corporation, by its authority.

_____
Notary Public, Kenosha County, WI.
My Commission expires/is:_____

DRAFTED BY:
Jonathan A. Mulligan
Assistant City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, Wisconsin 53140

EXHIBIT A

DESCRIPTION OF PROPERTY

The "Lot 3 Property" shall be defined as follows:

LOT 3 of Certified Survey Map No. 2604, recorded on November 15, 2007, as Document No.1539937, as corrected by Affidavit of Correction recorded on January 3, 2008, as Document No.1543684, being a part of the Northwest 1/4 of Section 33, Town 2 North, Range 22 East, in the City of Kenosha, County of Kenosha, State of Wisconsin.

LESS AND EXCEPT:

A part of Lot 3 of Certified Survey Map No. 2604 being located in the Northwest 1/4 of Section 33, Township 2 North, Range 22 East, in the City of Kenosha, Kenosha County, Wisconsin. Bounded and described as follows: Beginning at the Southeast corner of Lot 1 of Certified Survey Map No. 2604; thence North 00°37'53" East along the East line of said Lot 1 a distance of 808.96 feet to a point; thence South 44°22'07" East a distance of 10.60 feet to a point; thence South 00°37'53" West 801.34 feet to a point on the South line of Lot 3 of Certified Survey Map No. 2604; thence South 89°38'48" West along said South line 7.50 feet to the point of beginning.

Parcel Identification Number: 08-222-33-201-033

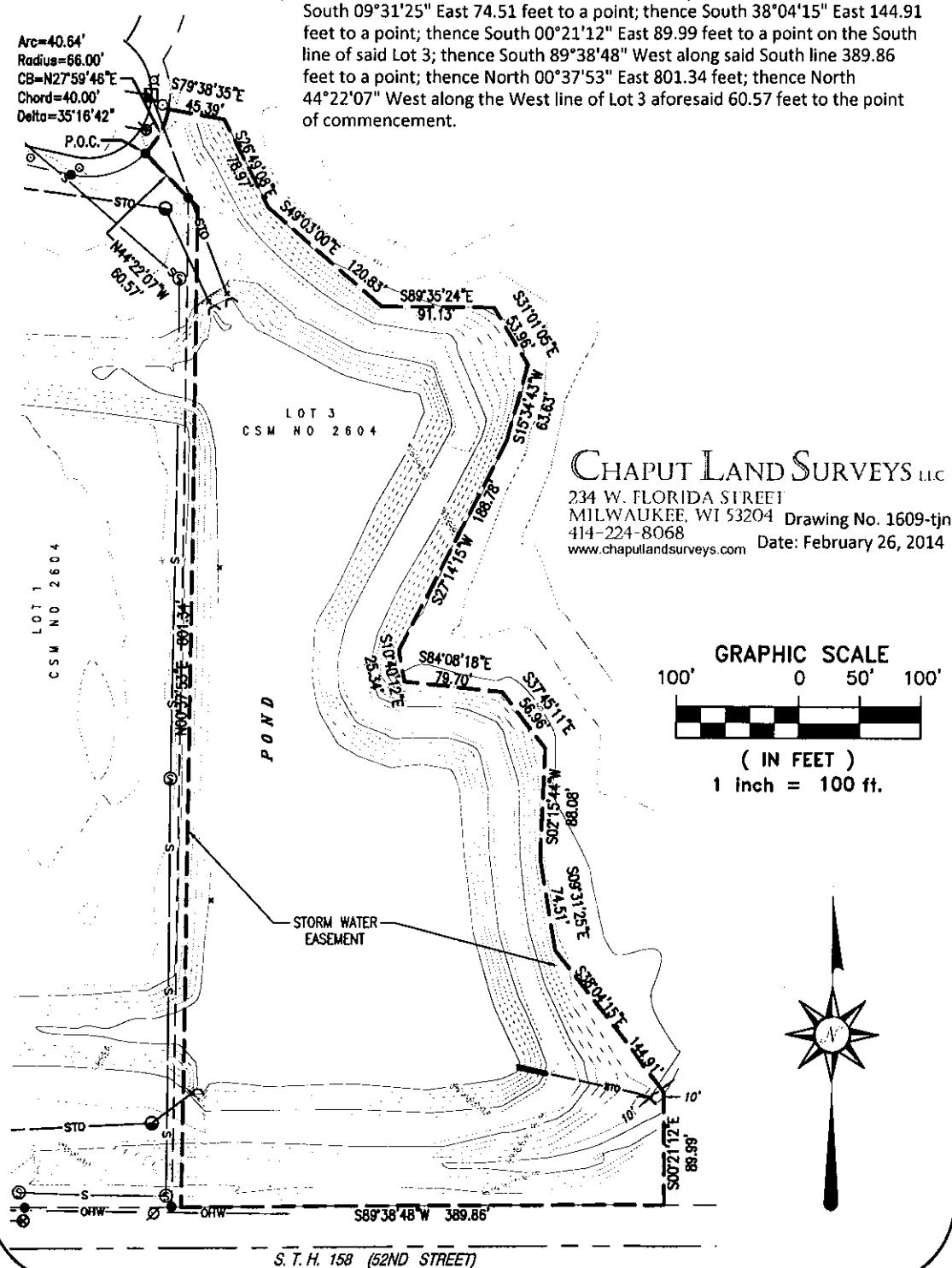
EASEMENT EXHIBIT

SITE ADDRESS

C.T.H. H (88th Avenue) and Hwy 158 (52nd Street), City of Kenosha, Kenosha County, Wisconsin.

LEGAL DESCRIPTION

Part of Lot 3 of Certified Survey Map No. 2604 in the Northwest ¼ of Section 33, Township 2 North, Range 22 East, in the City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows: Commencing at the Westerly most corner of said Lot 3 also being the Northeast corner of Lot 1 of said Certified Survey Map; thence Northerly along the East line of 50th Street 40.64 feet along the arc of a curve with a radius of 66.00 feet whose center lies to the West with a chord of North 27°59'46" East 40.00 feet; thence South 79°38'35" East 45.39 feet to a point; thence South 26°49'08" East 78.97 feet to a point; thence South 49°03'00" East 120.83 feet to a point; thence South 89°35'24" East 91.13 feet to a point; thence South 31°01'05" East 53.96 feet to a point; thence South 15°34'43" West 63.63 feet to a point; thence South 27°14'15" West 188.78 feet to a point; thence South 10°40'12" East 25.34 feet to a point; thence South 84°08'18" East 79.70 feet to a point; thence South 37°45'11" East 56.96 feet to a point; thence South 02°15'44" West 88.08 feet to a point; thence South 09°31'25" East 74.51 feet to a point; thence South 38°04'15" East 144.91 feet to a point; thence South 00°21'12" East 89.99 feet to a point on the South line of said Lot 3; thence South 89°38'48" West along said South line 389.86 feet to a point; thence North 00°37'53" East 801.34 feet; thence North 44°22'07" West along the West line of Lot 3 aforesaid 60.57 feet to the point of commencement.



CHAPUT LAND SURVEYS LLC
234 W. FLORIDA STREET
MILWAUKEE, WI 53204
414-224-8068
www.chaputlandsurveys.com

Drawing No. 1609-tjn
Date: February 26, 2014

Document Number	Document Title
	STORMWATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT FOR STORMWATER MAINTENANCE FACILITIES BY AND BETWEEN THE CITY OF KENOSHA, WISCONSIN AND FIRST PARK KENOSHA OWNERS' ASSN, INC.

This space is reserved for recording data

Return to:
Office of the City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, WI 53140

08-222-33-201-033
Parcel Identification Numbers

STORMWATER MANAGEMENT PRACTICES
MAINTENANCE AGREEMENT FOR STORMWATER
MAINTENANCE FACILITIES

By And Between

THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation,

And

FIRST PARK KENOSHA OWNERS' ASSN, INC.,
a Wisconsin Non-Stock Corporation

THIS AGREEMENT, made and entered into by and between the CITY OF KENOSHA, WISCONSIN, a Wisconsin municipal corporation, hereinafter referred to as "CITY and FIRST PARK KENOSHA OWNERS' ASSN, INC. a Wisconsin non-stock corporation, hereinafter referred to as "OWNER".

W I T N E S S E T H:

WHEREAS First Park Kenosha Owners' Assn, Inc. is the owner of real estate legally described on Exhibit A as the "Lot 3 Property" situated in the City of Kenosha, County of Kenosha, State of Wisconsin, hereinafter referred to as "REAL ESTATE"; and

WHEREAS, the CITY, the OWNER, and the OWNER'S successors and assigns, including any owners' association, agree that the health, safety and welfare of the residents of the City of Kenosha, Wisconsin, require that on-site storm water facilities, hereinafter referred to as "Stormwater Management Facilities" be designed, constructed and maintained on the REAL ESTATE to properly manage stormwater runoff in accordance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time, the Conditional Use Permit and this Agreement; and

WHEREAS, the CITY requires that on-site Stormwater Management Facilities are adequately maintained by the OWNER and the OWNER'S successors and assigns, including any owners' association, in accordance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time**,** the Conditional Use Permit and this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements of the parties, CITY and OWNER agree as follows:

1. The OWNER and the OWNER'S successors and assigns, including any owners' association, shall regularly inspect the Stormwater Management Facilities on the REAL ESTATE as often as conditions require, but in any event at least twice each year. The Operation and Maintenance Report attached to this Agreement as Exhibit B, and by this reference made a part hereof, shall be used for the purpose of the regular inspections of the Stormwater Management Facilities on the REAL ESTATE. The OWNER, and the OWNER'S successors and assigns, shall keep the Operation and Maintenance Reports from past inspections, as well as a log of maintenance activity indicating the date and type of maintenance completed for a period of three (3) years following such inspection or maintenance. The Operation and Maintenance Reports and the Maintenance Log shall be made available to the City Stormwater Utility for

review. The purpose of the inspections is to assure safe and proper functioning of the Stormwater Facilities on the REAL ESTATE. The inspections shall cover all Stormwater Management Facilities on the REAL ESTATE, including, but not limited to, berms, outlet structures, basin areas and access roads. Any deficiencies shall be noted in the Operation and Maintenance Report.

2. The OWNER and the OWNER'S successors and assigns, including any owners' association, shall adequately maintain the Stormwater Management Facilities on the REAL ESTATE, including, but not limited to, all pipes and channels built to convey stormwater to the Stormwater Management Facilities, as well as all structures, improvements and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as keeping the Stormwater Management Facilities in good working condition so that the Stormwater Management Facilities are performing their design functions and are maintained in accordance with the Stormwater Maintenance Standards attached to this Agreement as Exhibit C, and by this reference made a part hereof ("Maintenance Standards").

3. The OWNER and the OWNER'S successors and assigns, including any owners' association, hereby grant permission to the CITY, its authorized agents and employees, to enter upon the REAL ESTATE to inspect the Stormwater Management Facilities whenever the CITY deems necessary. The purpose of inspection is to determine compliance with Chapter XXXVI of the Code of General ordinances for the City of Kenosha, as may be amended from time to time, the Conditional Use Permit and this Agreement. The Director of the CITY Stormwater Utility, or designee thereof, shall provide the OWNER and the OWNER'S successors and assigns, including any owners' association, copies of the inspection findings and a directive to commence with corrective actions, if necessary. Corrective actions shall be taken within a reasonable time frame as established by the Director of the CITY Stormwater Utility.

4. If the OWNER~~,~~ or the OWNER'S successors and assigns, including any owners' association, fails to maintain the Stormwater Management Facilities on the REAL ESTATE in good working condition such that the Stormwater Management Facilities on the REAL ESTATE are not performing their designed control of the quantity and quality of stormwater acceptable to the Director of the CITY Stormwater Utility, or designee thereof and does not perform the required corrective actions in the specified time the CITY may take one or more of the following actions:

a. Issue a citation to the OWNER~~,~~ or the OWNER'S successors and assigns~~,~~ under Section 36.13 of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time.

b. Perform the corrective actions identified in the Inspection Report and assess the OWNER~~,~~ or the OWNER'S successors and assigns, including any owners' association, for the cost of such work and all administrative costs associated with performing such work. The cost of such work shall be specially assessed against the REAL ESTATE pursuant to Section 66.0703, Wisconsin Statutes. This provision shall not be construed to allow the CITY to erect any structure of a permanent nature on the land of the OWNER outside of the easement area for the Stormwater Management Facilities. It is expressly understood and agreed that the CITY is under no obligation to routinely maintain or repair the Stormwater Management Facilities on the REAL ESTATE, and in no event shall this Agreement be construed to impose any such obligation on the CITY.

c. Revoke the Stormwater Quality Credit and/or Stormwater Quantity Credit as defined in Chapter VIII of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time, until OWNER submits a revised Operation and Maintenance Report or a minimum of one (1) year.

5. The OWNER~~,~~ and the OWNER'S successors and assigns, including any owners' association, will perform the work necessary to keep the Stormwater Management Facilities on the REAL ESTATE in good working order, as appropriate. The minimal amount of maintenance required to be performed on the Stormwater Management Facilities shall be in accordance with the Maintenance Standards attached as Exhibit C which may be amended from time to time.

6. In the event the CITY, pursuant to this Agreement performs work of any nature or expends any funds in performance of said work for labor, use of equipment, supplies, materials and the like, the OWNER~~,~~ and the OWNER'S successors and assigns, including any owners' association, shall reimburse the CITY within thirty (30) days of receipt of written demand for payment of all actual costs incurred by the CITY hereunder.

7. Under this Agreement, the CITY assumes no responsibility or any liability in the event the Stormwater Management Facilities on the REAL ESTATE fail to operate properly.

8. This Agreement shall be attached as an exhibit to any document which creates an owners' association that is responsible for maintenance of the Stormwater Management Facilities on the REAL ESTATE, shall be recorded at the Kenosha County Register of Deeds, shall constitute a covenant running with the land, and shall be binding on the OWNER and the OWNER'S successors in interest, including any owners' association. The OWNER shall provide the Director of the CITY Stormwater Utility with a copy of any document which creates an owners' association that is responsible for maintaining the Stormwater Management Facilities on the REAL ESTATE.

9. All notices, requests, demands and other matters required to be given, or which may be given hereunder, shall be in writing and shall be deemed given when delivered in person or when deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, or by overnight delivery service, addressed to the respective parties at the addresses stated below.

a. OWNER:

FIRST PARK KENOSHA OWNERS' ASSN, INC.

_____
_____
_____

With a copy to:

_____
_____
_____
_____

b. CITY:

City Clerk/Treasurer
City of Kenosha
625 52nd Street, Room 105
Kenosha, Wisconsin 53140

With copies to:

Director, Stormwater Utility
City of Kenosha
625 52nd Street, Room 305
Kenosha, Wisconsin 53140

Office of the City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, Wisconsin 53140

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

11. Nothing contained herein shall be deemed to be a dedication of the Stormwater Management Facilities on the REAL ESTATE to the public. OWNER reserves all rights to use the REAL ESTATE for all purposes not inconsistent with the rights granted to the CITY herein or in that certain Permanent Storm Sewer and Detention Pond Easement and Agreement by and between the OWNER and CITY in connection with the Stormwater Management Facilities.

Signature pages follow

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the dates below given.

CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation

BY:_____
KEITH G. BOSMAN, Mayor

Date:_____

BY:_____
DEBRA L. SALAS
City Clerk/Treasurer

Date:_____

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2014**,** KEITH G. BOSMAN, Mayor, and DEBRA SALAS, City Clerk/Treasurer, of the CITY OF KENOSHA, WISCONSIN, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the Agreement of said corporation, by its authority.

_____
Notary Public, Kenosha County, Wisconsin
My Commission expires/is:_____

FIRST PARK KENOSHA OWNERS' ASSN, INC.
a Wisconsin non-stock corporation

BY: _____

Title:_____

Date:_____

STATE OF _____)
:SS.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2014, _____, _____ of FIRST PARK KENOSHA OWNERS' ASSN, INC., a Wisconsin non-stock corporation, to me known to be such _____, and acknowledged that he executed the foregoing instrument as such officer as the agreement of said corporation, by its authority.

_____
Notary Public, _____County,_____
My Commission expires/is: _____

DRAFTED BY:
Jonathan A. Mulligan
Assistant City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, Wisconsin 53140

EXHIBIT A

DESCRIPTION OF PROPERTY

The "Lot 3 Property" shall be defined as follows:

LOT 3 of Certified Survey Map No. 2604, recorded on November 15, 2007, as Document No. 1539937, as corrected by Affidavit of Correction recorded on January 3, 2008, as Document No. 1543684, being a part of the Northwest 1/4 of Section 33, Town 2 North, Range 22 East, in the City of Kenosha, County of Kenosha, State of Wisconsin.

LESS AND EXCEPT:

A part of Lot 3 of Certified Survey Map No. 2604 being located in the Northwest 1/4 of Section 33, Township 2 North, Range 22 East, in the City of Kenosha, Kenosha County, Wisconsin. Bounded and described as follows: Beginning at the Southeast corner of Lot 1 of Certified Survey Map No. 2604; thence North 00°37'53" East along the East line of said Lot 1 a distance of 808.96 feet to a point; thence South 44°22'07" East a distance of 10.60 feet to a point; thence South 00°37'53" West 801.34 feet to a point on the South line of Lot 3 of Certified Survey Map No. 2604; thence South 89°38'48" West along said South line 7.50 feet to the point of beginning.

Parcel Identification Number: 08-222-33-201-033

Exhibit B
Operation and Maintenance Report

Owner: _____ Phone No.: _____
Parcel No. _____ Address: _____
City: _____ State: _____
Zip: _____ Contact Name: _____

Date of Inspection (mm/dd/yy): _____ Inspection ☐ 6 Month ☐ Other _____

Time of Inspection Start: _____ End: _____ Name of Individual Performing Inspection (please print): _____

Weather Conditions during Inspection: _____

Stormwater Facility Inspection

Condition	Good	Bad	Requires Maintenance	Notes: (Condition / Corrective Action)
General Site Conditions				
Greenspace				
Curb & Gutter				
Catch Basins				
Stormsewer				
Gutters/Downspouts				
Wet Detention Basin				
Outlet Structure Condition				
Next Structure Downstream				
Mowing (Monthly or >6")				
Condition of Plantings				
Condition of Water Plants				
Erosion				
Invasive Plants	Yes	No		
	-	-	Sediment Level	
Sediment Level				
Dredging Required	Yes	No		

Signature of Inspector _____ Date _____
Signature of Owner _____ Date _____

Exhibit C

Storm Water Maintenance Standards – Reference Only

1. Greenspace: Vegetation shall be maintained to prevent erosion caused by stormwater runoff. An inspection shall be made at least every 6 months. If vegetation is no longer in good condition it shall be replanted.

2. Curb & Gutter: All curb and gutter shall be inspected every 6 months. This inspection shall include the condition of the gutter and the cleanliness of the gutter. This shall be maintained to allow for proper drainage of the area.

3. Storm Sewer: All storm sewers shall be inspected once a year. This inspection shall include the condition of the main line storm sewers to ensure that the system is functioning according to the design requirements.

4. Catch Basins and inlets: All catch basins and inlets shall be inspected every 6 months and periodically cleaned to remove accumulated sediment.

5. Gutters and Downspouts: All building's gutters and downspouts shall be inspected every 6 months and periodically cleaned to remove accumulated sediment.

6. Detention Basins – General

    a. Wet Detention Basins
        1. Outlet Structure Maintenance: Trash grates shall be examined for debris accumulation after any storm that has significant runoff (observed flow in street gutters). Any debris on the trash grate shall be removed and disposed of offsite. If debris passing the trash grate or vandals attempting to plug the outlet is a problem, then revisions should be made in the trash grate. Any time a trash grate needs replacement, the replacement grate must be constructed of stainless steel. Any blockage of the basin outlet must be addressed immediately. Blockage of the lower stages of the outlet structure must be cleared within 48 hours to avoid substantial die-off of the flooded grass areas.

        2. Downstream Stormwater Conveyance: Upon detection of storm water failing to completely drain down to the basin discharge elevation, an investigation shall be made to determine the cause. Any obstruction or sediment buildup in the downstream pipes or drainage-way must be removed within 30 days and any damage to the basin such as wave terraces or grass die-off due to the water back up shall be repaired.

        3. Mowing: At no time shall the detention basin be mowed when the bottom or side slopes are still soft after recent storage of storm water. Any ruts created by mowing shall be graded closed or filled with

topsoil, seeded, and covered with a tackifier type mulch within one week of the damage. The type of mower used shall be such that a mulch type grass clipping is produced. Grass cut only at the ground level, such as with a sickle bar, tends to be carried to the outlet by storm water where it plugs the trash grate. Any vegetation growing at the edge of a permanent pond shall not be mowed since this ruts the edge of the pond and puts debris in the water. Any undesirable vegetation around the permanent pond should be removed mechanically and in accordance with DNR regulations and guidelines.

4. Maintenance of Plantings: All planting of trees and bushes shall be maintained in good condition. An examination of the plantings shall be made each Spring and Fall and any dead trees or bushes replaced at that time. The replacement shall be in kind or with a suitable species approved by the City Forester. All planting shall receive regular watering during the first few years until they become well established. Mulch beds shall be maintained around the plantings to discourage the growth of weeds and to conserve moisture. The area immediately around the plantings shall be kept free of weeds by pulling or weed whipping each time the grass is mowed. Bushes mowed off or tree bark girdled by the mowing equipment shall be replaced by a specimen of similar size.

5. Erosion: Any area bare of suitable vegetation shall, within 30 days of discovery or the onset of suitable weather, have any erosion repaired, filled with three inches of topsoil, seeded, and covered with a tackifier type mulch. On slopes of 10 to 1 or greater the repair shall be covered with turf reinforcement before placement of the top two inches of topsoil.

6. Invasive plant species: Invasive plant species such as purple loose strife or canary reed grass shall not be allowed to become established in the detention basin. At the detection of such species a control program shall be established and progress in their control shall be included in the yearly report.

7. Use of chemicals: No fertilizer or weed killer shall be used with the detention basin parcel.

8. Alterations to the detention basin: No alterations may be made to the detention basin in the way of grading, additional discharges to the basin, plantings etc without permission from the Storm Water Utility.

9. Control of water plants: Some water plants are desirable as they provide a balance environment for aquatic life and aid in the removal of nutrients from the storm water. Growth along the edge of the pond stabilizes the shoreline against erosion and discourages geese from using the pond. Excessive growth should be controlled by mechanical removal of the plants. Any use of chemicals in the pond must be in conformance with DNR regulations and guidelines and receive prior approval from the Kenosha Stormwater Utility. If the shoreline erodes due to lack of proper stabilization some other means of protection such as the placement of boulders will be required. The control of algae is not a required maintenance item since the objection to algae is mainly based on esthetics.

10. Sediment removal: Soundings shall be taken every 8 years after construction or dredging of the basin and then in 5 year intervals or at intervals agreed upon by the City based on the rate of sediment accumulation in the basin. When the average water depth of the permanent pool is 3.5 feet the entire basin will need to be dredged or excavated to the original plan elevation.

Document Number	Document Title
	PERMANENT STORM SEWER EASEMENT & AGREEMENT BY AND BETWEEN FR-KENOSHA, LLC AND THE CITY OF KENOSHA, WISCONSIN

This space is reserved for recording data

Return to:

Office of the City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, WI 53140

08-222-33-201-031
Parcel Identification Number

PERMANENT STORM SEWER
EASEMENT & AGREEMENT

By and Between

FR-KENOSHA, LLC
A Delaware Limited Liability Company

And

THE CITY OF KENOSHA
A Wisconsin Municipal Corporation

This Permanent Storm Sewer Easement and Agreement (this "Easement and Agreement") made by and between FR-KENOSHA, LLC, a Delaware limited liability company as "Grantor" and the City of Kenosha, a municipal corporation duly organized and existing under the laws of the State of Wisconsin as "Grantee".

Grantor is the owner of real estate legally described on Exhibit A situated in the City of Kenosha, County of Kenosha, State of Wisconsin, hereinafter referred to as "Real Estate."

Grantor, in consideration of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions below provided, does hereby grant to Grantee a permanent easement, in, to and under and across that certain portion of the Real Estate legally described and shown on Exhibit B attached hereto and by this reference incorporated herein ("the Easement Area") to install, construct, expand, reconstruct, repair, remove, replace, inspect, maintain and operate storm sewer and appurtenances as described in the plans approved as part of the Common Council of the City of Kenosha's approval of the conditional use permit involving the Real Estate on December 16, 2013 and the Stormwater Management Practices Maintenance Agreement for Stormwater Maintenance Facilities, copies of which are on file with the City of Kenosha Department of Community Development and Inspections and the Department of Public Works, (hereinafter "Permitted Work") for the purposes of conveying and detaining storm sewerage over, across, through and under the Real Estate, together with the right to, within the Easement Area, excavate and refill ditches and/or trenches, install appurtenances, and the further right to,within the Easement Area, remove, cut or trim trees, shrubs, bushes, plants, undergrowth, fences, pavement or any other structures and obstructions interfering with the Permitted Work.Grantor will not deposit any debris within the Easement Area.

Grantor shall have and retain all other rights not granted to Grantee to the use and occupancy of the Easement Area, provided that, except as set forth in the plans approved as part of the Common Council of the City of Kenosha's approval of the conditional use permit on December 16, 2013, no structure, landscaping or paving shall be erected or placed over or upon the Easement Area without the advance, written approval of the Director of Public Works of the City of Kenosha, and then subject to reasonable conditions, such as, but not limited to, replacement or removal of authorized improvements at the cost of Grantor, when required by Grantee. Unauthorized improvements on the Easement Area by Grantor are subject to removal by Grantee.

For the purpose of performing Permitted Work, Grantee shall have the right upon reasonable notice to Grantor, except in the case of emergency in which event Grantee shall provide notice to Grantor as Grantee is reasonably able to provide under the circumstances, to enter and pass over and use the Real Estate in or-

der to use the Easement Area and the lands of Grantor reasonably adjacent thereto for the temporary transportation, laying down, and storage of materials, backfill, tools and equipment, the depositing and removal of excavated materials, and for other purposes incidental to the Permitted Work. Upon completion of Permitted Work, restoration of the Easement Area by the Grantee shall be limited to backfilling ditches and/or trenches, topsoil, seeding and debris removal. Upon completion of Permitted Work, Grantor, at Grantor's cost and expense, shall be responsible for all other restoration, including restoration of any fencing, any concrete and asphalt surfaces or any other structures with the Easement Area and surrounding property to the condition prior to such Permitted Work, if required.

This Easement and Agreement shall run with the land and be binding upon the successors and assigns of the parties hereto. However, this Easement and Agreement shall not take effect until it is fully executed by the Grantor and Grantee. Each person who executes this Easement and Agreement certifies that they are acting within the scope of their respective authority in doing so.

This Easement and Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. Grantor, Grantee and their respective successors and assigns shall have all rights to enforce this Easement and Agreement at law or in equity.

Signature pages follow

GRANTOR:

FR-KENOSHA, LLC
a Delaware limited liability company

By:_____

Its:_____

Date:_____

STATE OF _____)
:SS.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2014, _____, _____ of FR-KENOSHA, LLC, a Delaware limited liability company, to me known to be such _____, and acknowledged that he executed the foregoing instrument as such officer as the agreement of said limited liability company, by its authority.

_____
Notary Public, _____County,_____
My Commission expires/is: _____

GRANTEE:

THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin municipal corporation

BY: _____
KEITH G. BOSMAN, Mayor

Date:_____

BY: _____
DEBRA SALAS, City Clerk/Treasurer

Date:_____

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2014, KEITH G. BOSMAN, Mayor, and DEBRA SALAS, City Clerk/Treasurer of the CITY OF KENOSHA, WISCONSIN, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said municipal corporation, by its authority.

_____
Notary Public, Kenosha County, WI.
My Commission expires/is:_____

DRAFTED BY:
Jonathan A. Mulligan
Assistant City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, Wisconsin 53140

EXHIBIT A

DESCRIPTION OF PROPERTY

The "Lot 1 Property" shall be defined as follows:

LOT 1 of Certified Survey Map No. 2604, recorded on November 15, 2007, as Document No. 1539937, as corrected by Affidavit of Correction recorded on January 3, 2008, as Document No. 1543684, being a part of the Northwest 1/4 of Section 33, Town 2 North, Range 22 East, in the City of Kenosha, County of Kenosha, State of Wisconsin.

TOGETHER WITH:

A part of Lot 3 of Certified Survey Map No. 2604 being located in the Northwest 1/4 of Section 33, Township 2 North, Range 22 East, in the City of Kenosha, Kenosha County, Wisconsin described as follows: Beginning at the Southeast Corner of Lot 1 of Certified Survey Map No. 2604; thence North 00°37'35" East along the East line of said Lot 1 a distance of 808.96 feet to a point; thence South 44°22'07" East a distance of 10.61 feet to a point; thence South 00°37'35" West 801.27 feet to a point on the South line of Lot 3 of Certified Survey Map No. 2604; thence South 89°38'48" West along said South line 7.50 feet to the point of beginning.

Parcel Identification Number: 08-222-33-201-031

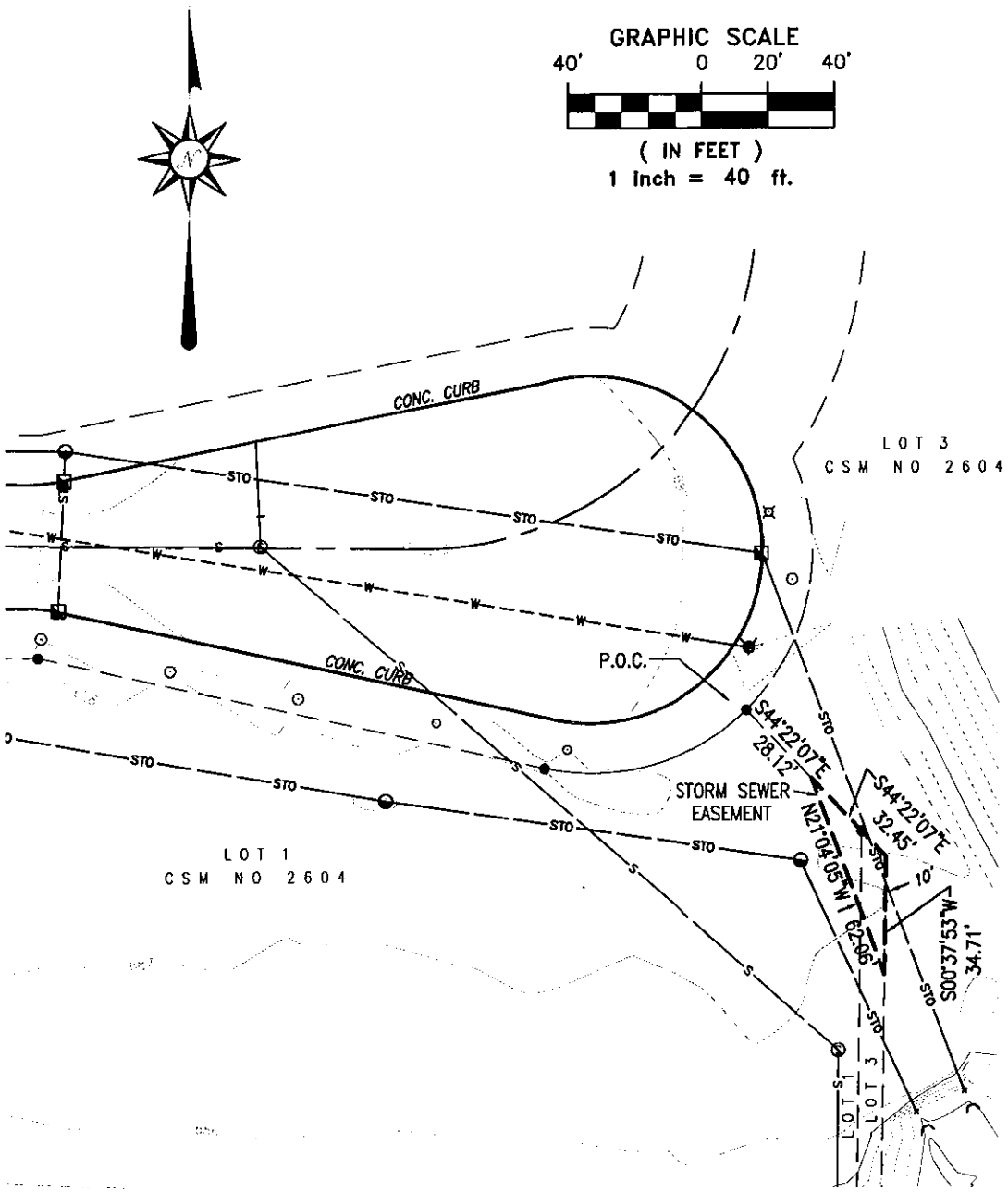
EASEMENT EXHIBIT

SITE ADDRESS

C.T.H. H (88th Avenue) and Hwy 158 (52nd Street), City of Kenosha, Kenosha County, Wisconsin.

LEGAL DESCRIPTION

Part of Lot 1 and part of Lot 3 of Certified Survey Map No. 2604 in the Northwest ¼ of Section 33, Township 2 North, Range 22 East, in the City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows: Commencing at the Northeast corner of Lot 1 of said Certified Survey Map; thence South 44°22'07" East along the East line of said Lot 28.12 feet to the point of beginning of lands hereinafter described; thence continuing South 44°22'07" East along said East line 32.45 feet to a point; thence South 00°37'53" West along said East line 34.71 feet to a point; thence North 21°04'05" West 62.06 feet to the point of beginning.



CHAPUT LAND SURVEYS LLC
234 W. FLORIDA STREET
MILWAUKEE, WI 53204
414-224-8068
www.chaputlandsurveys.com

Drawing No. 1609-tjn
Date: February 25, 2014

Document Number

STORMWATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT FOR STORMWATER MAINTENANCE FACILITIES BETWEEN THE CITY OF KENOSHA, WISCONSIN, AND WAB HOLDINGS 70, LLC

Document Title

Return to:

Office of the City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, WI 53140

03-122-10-226-052

Parcel Identification Numbers

STORMWATER MANAGEMENT PRACTICES
MAINTENANCE AGREEMENT FOR STORMWATER
MAINTENANCE FACILITIES

Between

THE CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation,

And

WAB HOLDINGS 70, LLC
A Wisconsin Limited Liability Company

THIS AGREEMENT, effective as of the last date of execution is entered into between the City of Kenosha, Wisconsin, a municipal corporation duly organized and existing under the laws of the State of Wisconsin ("CITY") and WAB Holdings 70, LLC, a Wisconsin limited liability company with principal offices located at 11514 N. Port Washington Road, Suite 1, Mequon, Wisconsin, 53092 ("OWNER"), collectively referred to as the Parties.

W I T N E S S E T H:

WHEREAS, WAB Holdings 70, LLC is the owner of real estate legally described on Exhibit A and shown as Lot 2 on Certified Survey Map No. 2527 attached as Exhibit B situated in the City of Kenosha, County of Kenosha, State of Wisconsin, hereinafter referred to as "REAL ESTATE"; and,

WHEREAS, the CITY, the OWNER, and the OWNER'S successors and assigns, including any owners' association, agree that the health, safety and welfare of the residents of the City of Kenosha, Wisconsin, require that stormwater drainage facilities located within REAL ESTATE or any easement within REAL ESTATE, including pipes P-1 through P-23, retention/detention basins, outlet structures, and spillways, as shown on Exhibit B and the plans approved as part of the Development Agreement (hereinafter "Stormwater Management Facilities") be designed, constructed and maintained to properly manage stormwater runoff in accordance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time, the Conditional Use Permit, the Development Agreement and this Agreement; and

WHEREAS, the CITY requires that the Stormwater Management Facilities are adequately maintained by the OWNER and the OWNER'S successors and assigns, including any

owners' association, in accordance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time, the Conditional Use Permit, the Development Agreement and this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements of the Parties, CITY and OWNER agree as follows:

1. The OWNER and the OWNER'S successors and assigns, including any owners' association, shall regularly inspect the Stormwater Management Facilities as often as conditions require, but in any event at least twice each year. The Operation and Maintenance Report attached to this Agreement as Exhibit C, and by this reference made a part hereof, shall be used for the purpose of the regular inspections of the Stormwater Management Facilities. The OWNER and the OWNER'S successors and assigns, including any owners' association, shall keep the Operation and Maintenance Reports from past inspections, as well as a log of maintenance activity indicating the date and type of maintenance completed for a period of three (3) years following such inspection or maintenance. The Operation and Maintenance Reports and the Maintenance Log shall be made available to the City Stormwater Utility for review. The purpose of the inspections is to assure safe and proper functioning of the Stormwater Management Facilities. The inspections shall cover all Stormwater Management Facilities including, but not limited to, berms, outlet structures, basin areas and access roads. Any deficiencies shall be noted in the Operation and Maintenance Report.

2. The OWNER and the OWNER'S successors and assigns, including any owners' association, shall adequately maintain all Stormwater Management Facilities, including, but not limited to, all pipes and channels built to convey stormwater to the Stormwater Management Facilities, as well as all structures, improvements and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as keeping the Stormwater Management Facilities in good working condition so that the Stormwater Management Facilities are performing their design functions and are maintained in accordance with the Stormwater Maintenance Standards attached to this Agreement as Exhibit D, and by this reference made a part hereof ("Maintenance Standards").

3. The OWNER and the OWNER'S successors and assigns, including any owners' association, hereby grant permission to the CITY, its authorized agents and employees, to enter upon the REAL ESTATE to inspect the Stormwater Management Facilities whenever the CITY deems necessary. The purpose of inspection is to determine compliance with Chapter XXXVI of the Code of General ordinances for the City of Kenosha, as may be amended from time to time, and this Agreement. The Director of the CITY Stormwater Utility, or designee thereof, shall provide the OWNER and the OWNER'S successors and assigns, including any owners' association, copies of the inspection findings and a directive to commence with

corrective actions, if necessary. Corrective actions shall be taken within a reasonable time frame as established by the Director of the CITY Stormwater Utility.

4. If the OWNER or the OWNER'S successors and assigns, including any owners' association, fails to maintain the Stormwater Management Facilities in good working condition such that the Stormwater Management Facilities are not performing their designed control of the quantity and quality of stormwater acceptable to the Director of the CITY Stormwater Utility, or designee thereof, and does not perform the required corrective actions in the specified time, the CITY may take one or more of the following actions:

a. Issue a citation to the OWNER or the OWNER'S successors and assigns under Section 36.13 of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time.

b. Perform the corrective actions identified in the Inspection Report and assess the OWNER or the OWNER'S successors and assigns, including any owners' association, for the cost of such work and all administrative costs associated with performing such work. The cost of such work shall be assessed against the REAL ESTATE as a special charge pursuant to Section 66.0627, Wisconsin Statutes. This provision shall not be construed to allow the CITY to erect any structure of a permanent nature on the land of the OWNER outside of the easement area for the Stormwater Management Facilities. It is expressly understood and agreed that the CITY is under no obligation to routinely maintain or repair the Stormwater Management Facilities, and in no event shall this Agreement be construed to impose any such obligation on the CITY.

c. Revoke the Stormwater Quality Credit and/or Stormwater Quantity Credit as defined in Chapter VIII of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time, until OWNER submits a revised Operation and Maintenance Report or a minimum of one (1) year.

5. The OWNER and the OWNER'S successors and assigns, including any owners' association, will perform the work necessary to keep the Stormwater Management Facilities in good working order, as appropriate. The minimal amount of maintenance required to be performed on the Stormwater Management Facilities shall be in accordance with the Maintenance Standards attached as Exhibit D which may be amended from time to time.

6. In the event CITY, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials and the like, the OWNER and the OWNER'S successors and assigns, including any owners' association, shall reimburse the CITY within thirty (30) days of receipt of written demand for payment of all actual costs incurred by the CITY hereunder.

7. Under this Agreement, CITY assumes no responsibility or any liability in the event the Stormwater Management Facilities on the REAL ESTATE fail to operate properly and OWNER and the OWNER'S successors and assigns, including any owners' association, shall indemnify, defend and hold harmless CITY, its officers, employees and agents against any such claims.

8. This Agreement shall be attached as an exhibit to any document which creates an owners' association that is responsible for maintenance of the Stormwater Management Facilities, shall be recorded at the Kenosha County Register of Deeds, shall constitute a covenant running with the land, and shall be binding on the OWNER and the OWNER'S administrators, executors, assigns, heirs and any other successors in interest, including any owners' association. The OWNER shall provide the Director of the CITY Stormwater Utility with a copy of any document which creates an owners' association that is responsible for maintaining the Stormwater Management Facilities..

9. All notices, requests, demands and other matters required to be given, or which may be given hereunder, shall be in writing and shall be deemed given when delivered in person or when deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, or equivalent private delivery service, addressed to the respective Party at the addresses stated below:

a. OWNER:

WAB HOLDINGS 70, LLC
William Bodner, Managing Member
11514 N. Port Washington Road
Mequon, Wisconsin 53092

With copies to:

David C. Keating, Esq.
Walsh & Keating, S.C.
1505 Wauwatosa Avenue
Wauwatosa, WI 53213

b. CITY:

City Clerk/Treasurer
City of Kenosha
625 52nd Street, Room 105
Kenosha, Wisconsin 53140

With copies to:

Director, Stormwater Utility
City of Kenosha
625 52nd Street, Room 305
Kenosha, Wisconsin 53140

and

Office of the City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, Wisconsin 53140

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

11. Nothing contained herein shall be deemed to be a dedication of the Stormwater Management Facilities on the REAL ESTATE to the public. OWNER reserves all rights to use the REAL ESTATE for all purposes not inconsistent with the rights granted to the CITY herein or in that certain Permanent Storm Sewer and Detention Pond Easement and Agreement by and between the OWNER and CITY in connection with the Stormwater Management Facilities.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the dates below given.

CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation,

BY:_____
KEITH G. BOSMAN, Mayor

Date:_____

BY:_____
DEBRA SALAS, City Clerk/Treasurer

Date:_____

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2014, KEITH G. BOSMAN, Mayor, and DEBRA SALAS, City Clerk/Treasurer, of the CITY OF KENOSHA, WISCONSIN, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the Agreement of said corporation, by its authority.

_____
Notary Public, Kenosha County, Wisconsin
My Commission expires/is:_____

WAB HOLDINGS 70, LLC
A Wisconsin Limited Liability Company

By:_____
WILLIAM BODNER, Managing Member

Date:_____

STATE OF WISCONSIN)
:SS
COUNTY OF)

Personally came before me this _____ day of _____, 2014, WILLIAM BODNER, Managing Member of WAB HOLDINGS 70, LLC, a Wisconsin limited liability company, to me known to be such managing member of said limited liability company, and acknowledged to me that he executed the foregoing instrument as such officer as the agreement of said limited liability company, by its authority.

Drafted By:

JONATHAN A. MULLIGAN
Assistant City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, Wisconsin 53140

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot 2, Certified Survey Map No. 2527, recorded with the Kenosha County Register of Deeds on June 6, 2006 as Document No. 1482509, being a part of the Northwest ¼ of the Northwest ¼ of Section 10, Town 1 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin.

EXHIBIT B

FORM NO 985-A
HCMiller
Stock No. 26273

Doc. #: 1482509
Rec'd : 6/6/06

CERTIFIED SURVEY MAP NO. 2527

BEING A PART OF THE NW 1/4 OF THE NW 1/4 OF SEC. 10, T.01N., R.22E., CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

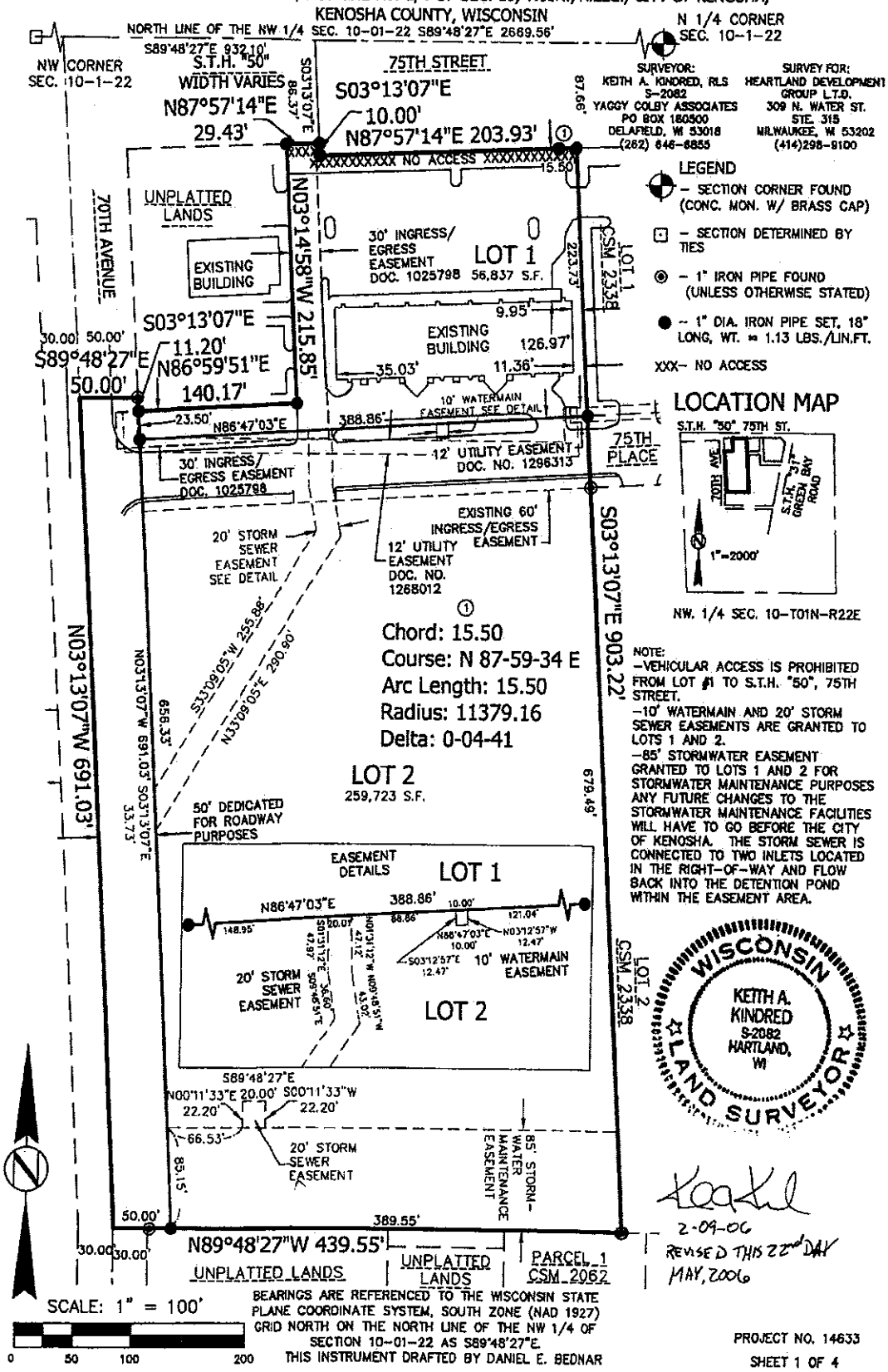


EXHIBIT B

FORM NO. 985-A

HCMiller

Stock No. 26273

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NW 1/4 OF THE NW 1/4 OF SEC. 10, T.01N., R.22E., CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, Keith A. Kindred, Registered Land Surveyor hereby certify;

That I have surveyed, divided and mapped all that being a part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 1 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin.

Commencing at the Northwest corner of the said Section 10; thence S.89°48'27"E., along the north line of the said Northwest 1/4, a distance of 932.10 feet; thence S.03°13'07"E., a distance of 86.37 feet to the point of beginning of the hereinafter described lands; thence continue S.03°13'07"E. along said line, a distance of 10.00 feet; thence N.87°57'14"E., a distance of 203.93 feet; thence 15.50 feet along the arc of a curve to the left, whose radius is 11,379.16 feet and whose chord bears N.87°59'34"E., a distance of 15.50 feet; thence S.03°13'07"E., a distance of 903.22 feet; thence N.89°48'27"W., a distance of 439.55 feet; thence N.03°13'07"W., a distance of 691.03 feet; thence S.89°48'27"E., a distance of 50.00 feet; thence S.03°13'07"E., a distance of 11.20 feet; thence N.86°59'51"E., a distance of 140.17 feet; thence N.03°14'58"W., a distance of 215.85 feet; thence N.87°57'14"E., a distance of 29.43 feet to the point of beginning. Said lands contain 354,050 square feet (8.13 acres).

That I have made such survey, land division and plat by the direction of Heartland Development Group L.T.D., owner of said lands.

That such survey is a correct representation of all the exterior boundaries of the lands surveyed and the division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and the subdivision regulations of the City of Kenosha in surveying, dividing and mapping the same.

Dated this 9th day of February, 20 06.

Keith A. Kindred, RLS 2082

REVISED THIS 4th DAY OF APRIL, 2006

WISCONSIN KEITH A. KINDRED S-2082 HARTLAND, WI LAND SURVEYOR

CITY OF KENOSHA COMMON COUNCIL APPROVAL CERTIFICATE:

Approved by the Common Council on this _____ day of _____, 20__.

~~John M. Antaramian, Mayor~~ Ronald Frederick, Acting Mayor

Michael Higgins, Clerk

PROJECT NO. 14633

THIS INSTRUMENT DRAFTED BY DANIEL E. BEDNAR

SHEET 2 OF 4

EXHIBIT B

FORM NO 985-A

HCMiller

Stock No. 26273

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NW 1/4 OF THE NW 1/4 OF SEC. 10, T.01N., R.22E., CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

Heartland Development Group L.T.D., a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

Heartland Development Group L.T.D. does further certify that this plat is required by S236.10 or S236.12 to be submitted to the following for approval or objection:

City of Kenosha

IN WITNESS WHEREOF, said Heartland Development Group L.T.D., has caused these presents to be signed by Robert Patch, its President, at Milwaukee, Wisconsin, and its corporate seal to be hereunto affixed on this 5th day of April, 2006.

In Presence of:

Robert Patch, President

STATE OF WISCONSIN)
Milwaukee COUNTY) SS

Personally came before me this 5th day of April, 20 06, the above named Robert Patch, President, of the above named corporation, to me known to be such President of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

NOTARY PUBLIC DEVON M. WICHELT STATE OF WISCONSIN

Notary Public

Milwaukee County, Wisconsin

My Commission Expires 2/14/2010

WISCONSIN KEITH A. KINDRED S-2082 HARTLAND, WI LAND SURVEYOR

2-09-06

Revised 4-04-06

PROJECT NO. 14633 THIS INSTRUMENT DRAFTED BY DANIEL E. BEDNAR SHEET 3 OF 4

EXHIBIT B

FORM NO 985-A

HCMiller

Stock No. 26273

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NW 1/4 OF THE NW 1/4 OF SEC. 10, T.01N., R.22E., CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

CONSENT OF CORPORATE MORTGAGEE:

Charter One Bank N.A., a corporation duly organized and existing under and by virtue of the laws of the State of Illinois, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat, and does hereby consent to the above certificate of Heartland Development Group L.T.D., Owner.

IN WITNESS WHEREOF, said Charter One Bank N.A. has caused these presents to be signed by Jason Welch, Its Vice President, and countersigned by Julie Wireman, its Secretary (cashier) at Hinsdale, Illinois, and its corporate seal to be hereunto affixed this 12th day of April, 20 06

In presence of:

_____ _____ (Corporate Seal)

Corporate Name Countersigned

Vice President Secretary (Cashier)

STATE OF Illinois)
DUPAGE COUNTY) SS)

Personally came before me this 12TH day of APRIL, 20 06, the above named JASON WELCH, Vice President, and JULIE WIREMAN, Secretary (cashier) of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Vice President and Secretary (cashier) of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(Notary Seal) Patricia Goosby

"OFFICIAL SEAL"
PATRICIA GOOSBY
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Oct. 26, 2007

Notary Public, HINSDALE, Illinois

My commission expires 10/26/2007

WISCONSIN
KEITH A. KINDRED
S-2082
HARTLAND, WI
LAND SURVEYOR

2-09-06

PROJECT NO. 14633 THIS INSTRUMENT DRAFTED BY DANIEL E. BEDNAR SHEET 4 OF 4

Exhibit C
Operation and Maintenance Report

Owner: _____ Phone No.: _____
Parcel No.: _____ Address: _____
City: _____ State: _____
Zip: _____ Contact Name: _____

Date of Inspection (mm/dd/yy): _____ Inspection ☐ 6 Month ☐ Other _____

Time of Inspection Start: _____ End: _____ Name of Individual Performing Inspection (please print): _____

Weather Conditions during Inspection: _____

Stormwater Facility Inspection

Condition	Good	Bad	Requires Maintenance	Notes: (Condition / Corrective Action)
General Site Conditions				
Greenspace				
Curb & Gutter				
Catch Basins				
Stormsewer				
Gutters/Downspouts				
Wet Detention Basin				
Outlet Structure Condition				
Next Structure Downstream				
Mowing (Monthly or >6")				
Condition of Plantings				
Condition of Water Plants				
Erosion				
Invasive Plants	Yes	No		
	-	-	Sediment Level	
Sediment Level				
Dredging Required	Yes	No		

Signature of Inspector _____ Date: _____
Signature of Owner _____ Date: _____

Exhibit D

Storm Water Maintenance Standards – Reference Only

1. Greenspace: Vegetation shall be maintained to prevent erosion caused by stormwater runoff. An inspection shall be made at least every 6 months. If vegetation is no longer in good condition it shall be replanted.

2. Curb & Gutter: All curb and gutter shall be inspected every 6 months. This inspection shall include the condition of the gutter and the cleanliness of the gutter. This shall be maintained to allow for proper drainage of the area.

3. Storm Sewer: All storm sewers shall be inspected once a year. This inspection shall include the condition of the main line storm sewers to ensure that the system is functioning according to the design requirements.

4. Catch Basins and inlets: All catch basins and inlets shall be inspected every 6 months and periodically cleaned to remove accumulated sediment.

5. Gutters and Downspouts: All building's gutters and downspouts shall be inspected every 6 months and periodically cleaned to remove accumulated sediment.

6. Detention Basins – General

    a. Wet Detention Basins

        1. Outlet Structure Maintenance: Trash grates shall be examined for debris accumulation after any storm that has significant runoff (observed flow in street gutters). Any debris on the trash grate shall be removed and disposed of offsite. If debris passing the trash grate or vandals attempting to plug the outlet is a problem, then revisions should be made in the trash grate. Any time a trash grate needs replacement, the replacement grate must be constructed of stainless steel. Any blockage of the basin outlet must be addressed immediately. Blockage of the lower stages of the outlet structure must be cleared within 48 hours to avoid substantial die-off of the flooded grass areas.

        2. Downstream Stormwater Conveyance: Upon detection of storm water failing to completely drain down to the basin discharge elevation, an investigation shall be made to determine the cause. Any obstruction or sediment buildup in the downstream pipes or drainage-way must be

removed within 30 days and any damage to the basin such as wave terraces or grass die-off due to the water back up shall be repaired.

3. Mowing: At no time shall the detention basin be mowed when the bottom or side slopes are still soft after recent storage of storm water. Any ruts created by mowing shall be graded closed or filled with topsoil, seeded, and covered with a tackifier type mulch within one week of the damage. The type of mower used shall be such that a mulch type grass clipping is produced. Grass cut only at the ground level, such as with a sickle bar, tends to be carried to the outlet by storm water where it plugs the trash grate. Any vegetation growing at the edge of a permanent pond shall not be mowed since this ruts the edge of the pond and puts debris in the water. Any undesirable vegetation around the permanent pond should be removed mechanically and in accordance with DNR regulations and guidelines.

4. Maintenance of Plantings: All planting of trees and bushes shall be maintained in good condition. An examination of the plantings shall be made each Spring and Fall and any dead trees or bushes replaced at that time. The replacement shall be in kind or with a suitable species approved by the City Forester. All planting shall receive regular watering during the first few years until they become well established. Mulch beds shall be maintained around the plantings to discourage the growth of weeds and to conserve moisture. The area immediately around the plantings shall be kept free of weeds by pulling or weed whipping each time the grass is mowed. Bushes mowed off or tree bark girdled by the mowing equipment shall be replaced by a specimen of similar size.

5. Erosion: Any area bare of suitable vegetation shall, within 30 days of discovery or the onset of suitable weather, have any erosion repaired, filled with three inches of topsoil, seeded, and covered with a tackifier type mulch. On slopes of 10 to 1 or greater the repair shall be covered with turf reinforcement before placement of the top two inches of topsoil.

6. Invasive plant species: Invasive plant species such as purple loose strife or canary reed grass shall not be allowed to become established in the detention basin. At the detection of such species a control program shall be established and progress in their control shall be included in the yearly report.

7. Use of chemicals: No fertilizer or weed killer shall be used with the detention basin parcel.

8. Alterations to the detention basin: No alterations may be made to the detention basin in the way of grading, additional discharges to the basin, plantings etc without permission from the Storm Water Utility.

9. Control of water plants: Some water plants are desirable as they provide a balance environment for aquatic life and aid in the removal of nutrients from the storm water. Growth along the edge of the pond stabilizes the shoreline against erosion and discourages geese from using the pond. Excessive growth should be controlled by mechanical removal of the plants. Any use of chemicals in the pond must be in conformance with DNR regulations and guidelines and receive prior approval from the Kenosha Stormwater Utility. If the shoreline erodes due to lack of proper stabilization some other means of protection such as the placement of boulders will be required. The control of algae is not a required maintenance item since the objection to algae is mainly based on esthetics.

10. Sediment removal: Soundings shall be taken every 8 years after construction or dredging of the basin and then in 5 year intervals or at intervals agreed upon by the City based on the rate of sediment accumulation in the basin. When the average water depth of the permanent pool is 3.5 feet the entire basin will need to be dredged or excavated to a depth of a minimum of 5 feet.

7. Initial Detention Basin Maintenance: Prior to the issuance of any Temporary Certificate of Occupancy for any improvements within REAL ESTATE, Items 6.a.1., 3., 4., 5., 6. and 9. above must be completed and an Operation and Maintenance Report must be submitted to the City along with an as-built plan showing the above and below water contours of the detention basin. If the average depth of the detention basin is less than 3.5 feet, the detention basin must be dredged or excavated to a depth of a minimum of 5 feet prior to the issuance of any Temporary Certificate of Occupancy. If the average depth of the detention basin is greater than 3.5 feet, a proposed schedule for future soundings is required to be submitted to and approved by the City prior to the issuance of any Temporary Certificate of Occupancy for any improvements within REAL ESTATE.

Document Number	Document Title
	PERMANENT STORM SEWER AND DETENTION POND EASEMENT & AGREEMENT BETWEEN WAB HOLDINGS 70, LLC AND THE CITY OF KENOSHA, WISCONSIN

This space is reserved for recording data

Return to:

Office of the City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, WI 53140

03-122-10-226-052
Parcel Identification Number

PERMANENT STORM SEWER AND DETENTION POND
EASEMENT & AGREEMENT

Between

WAB HOLDINGS 70, LLC
A Wisconsin Limited Liability Company

And

THE CITY OF KENOSHA
A Municipal Corporation

This Permanent Storm Sewer and Detention Pond Easement and Agreement ("Easement and Agreement") effective as of the last date of execution is entered into between WAB Holdings 70 LLC, a Wisconsin limited liability company with principal offices located at 11514 N. Port Washington Road, Suite 1, Mequon, Wisconsin, 53092 ("Grantor") and the City of Kenosha, a municipal corporation duly organized and existing under the laws of the State of Wisconsin ("Grantee").

Grantor is the owner of real estate legally described on Exhibit A and shown as Lot 2 on Certified Survey Map No. 2527 attached as Exhibit B situated in the City of Kenosha, County of Kenosha, State of Wisconsin, hereinafter referred to as "Real Estate."

Grantor, in consideration of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions below provided, does hereby grant to Grantee a permanent easement, in, to and under and across that certain portion of the Real Estate legally described and shown on Exhibit C (the "Easement Area") to install, construct, expand, replace, maintain, and repair storm sewer, stormwater ponds and appurtenances as described in the executed Development Agreement and the Stormwater Management Practices Maintenance Agreement for Stormwater Maintenance Facilities, copies of which are on file with the City of Kenosha Department of Community Development and Inspections and the Department of Public Works, (hereinafter "Permitted Work") for the purposes of conveying and detaining storm sewerage over, across, through, and under the Real Estate, together with the right to, within the Easement Area, excavate and refill ditches and/or trenches, install appurtenances, and the further right to, within the Easement Area, remove trees, bushes, undergrowth, and remove other structures and obstructions interfering with the Permitted Work.

Grantor shall have and retain all other rights not granted to Grantee to the use and occupancy of the Easement Area, provided that, except as set forth in the plans approved as part of the executed Development Agreement, no structure, landscaping or paving shall be erected or placed over or

upon the Easement Area without the advance, written approval of the Director of Public Works of the City of Kenosha, and then subject to reasonable conditions, such as, but not limited to, replacement or removal of authorized improvements at the cost of Grantor, when required by Grantee. Unauthorized improvements on the Easement Area by Grantor are subject to removal by Grantee.

For the purpose of performing Permitted Work, Grantee shall have the right to enter and pass over and use the Real Estate and the lands of Grantor reasonably adjacent thereto for the temporary transportation, laying down, and storage of materials, backfill, tools and equipment, the depositing and removal of excavated materials, and for other purposes incidental to the Permitted Work. Upon completion of Permitted Work, restoration of the Easement Area by the Grantee shall be limited to backfilling ditches and/or trenches, topsoil, seeding and debris removal. Upon completion of Permitted Work, Grantor, at Grantor's cost and expense, shall be responsible for all other restoration including restoration of any fencing, any concrete and asphalt surfaces or any other structures within the Easement Area and surrounding property to the condition prior to such Permitted Work.

This Easement and Agreement shall run with the land and be binding upon the heirs, successors and assigns of the parties hereto. However, this Easement and Agreement shall not take effect until it is fully executed by the Grantor and Grantee. Each person who executes this Easement and Agreement certifies that they are acting within the scope of their respective authority in doing so.

This Easement and Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. Grantor, Grantee and their respective successors and assigns shall have all rights to enforce this Easement and Agreement at law or in equity.

SIGNATURE PAGES FOLLOW

GRANTOR:

WAB HOLDINGS 70, LLC
A Wisconsin Limited Liability Company

By: _____
WILLIAM BODNER, Managing Member

Date:_____

STATE OF WISCONSIN)
:SS
COUNTY OF)

Personally came before me this _____ day of _____, 2014, WILLIAM BODNER, Managing Member of WAB HOLDINGS 70, LLC, a Wisconsin limited liability company, to me known to be such managing member of said limited liability company, and acknowledged to me that he executed the foregoing instrument as such officer as the agreement of said limited liability company, by its authority.

_____
Notary Public, _____County, WI
My Commission expires/is:_____

GRANTEE:

THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation

BY: _____
KEITH G. BOSMAN, Mayor

Date:_____

BY: _____
DEBRA SALAS, City Clerk/Treasurer

Date:_____

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2014, KEITH G. BOSMAN, Mayor, and DEBRA SALAS, City Clerk/Treasurer of the CITY OF KENOSHA, WISCONSIN, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said municipal corporation, by its authority.

_____
Notary Public, Kenosha County, WI.
My Commission expires/is:_____

DRAFTED BY:
Jonathan A. Mulligan
Assistant City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, Wisconsin 53140

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot 2, Certified Survey Map No. 2527, recorded with the Kenosha County Register of Deeds on June 6, 2006 as Document No. 1482509, being a part of the Northwest ¼ of the Northwest ¼ of Section 10, Town 1 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin.

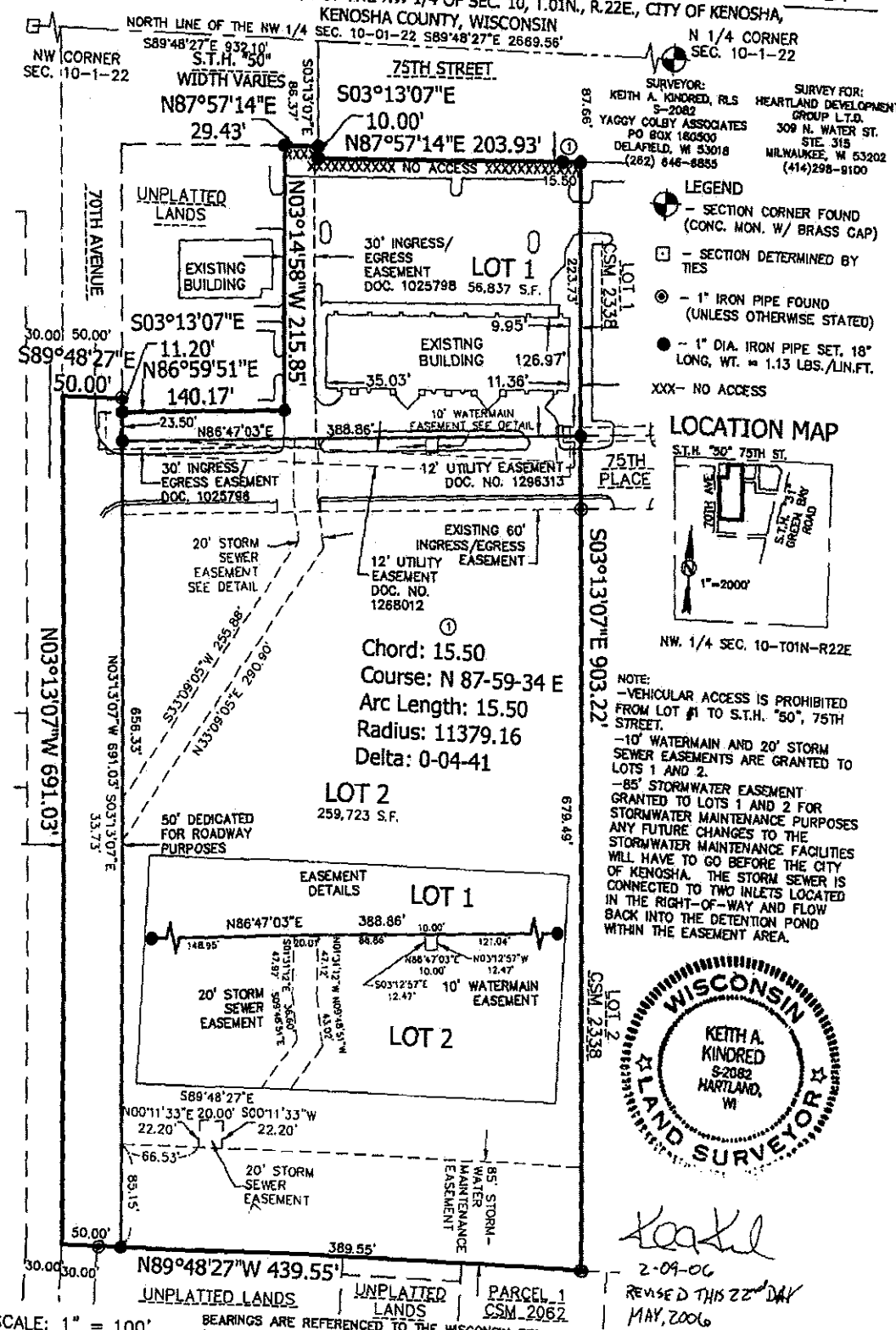
EXHIBIT B

FORM NO 985-A
HCMiller
Stock No. 26273

Doc. #: 1482509
Rec'd : 6/6/06

CERTIFIED SURVEY MAP NO. 2527

BEING A PART OF THE NW 1/4 OF THE NW 1/4 OF SEC. 10, T.01N., R.22E., CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN



NOTE:
-VEHICULAR ACCESS IS PROHIBITED FROM LOT #1 TO S.T.H. "50", 75TH STREET.
-10' WATERMAIN AND 20' STORM SEWER EASEMENTS ARE GRANTED TO LOTS 1 AND 2.
-85' STORMWATER EASEMENT GRANTED TO LOTS 1 AND 2 FOR STORMWATER MAINTENANCE PURPOSES ANY FUTURE CHANGES TO THE STORMWATER MAINTENANCE FACILITIES WILL HAVE TO GO BEFORE THE CITY OF KENOSHA. THE STORM SEWER IS CONNECTED TO TWO INLETS LOCATED IN THE RIGHT-OF-WAY AND FLOW BACK INTO THE DETENTION POND WITHIN THE EASEMENT AREA.

2-09-06
REVISED THIS 22nd DAY MAY, 2006

BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 1927) GRID NORTH ON THE NORTH LINE OF THE NW 1/4 OF SECTION 10-01-22 AS S89°48'27"E.
THIS INSTRUMENT DRAFTED BY DANIEL E. BEDNAR

PROJECT NO. 14633
SHEET 1 OF 4

EXHIBIT B

FORM NO. 985-A
HCMiller
Stock No. 26273

CERTIFIED SURVEY MAP NO. ____

BEING A PART OF THE NW 1/4 OF THE NW 1/4 OF SEC. 10, T.01N., R.22E., CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, Keith A. Kindred, Registered Land Surveyor hereby certify;

That I have surveyed, divided and mapped all that being a part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 1 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin.

Commencing at the Northwest corner of the said Section 10; thence S.89°48'27"E., along the north line of the said Northwest 1/4, a distance of 932.10 feet; thence S.03°13'07"E., a distance of 86.37 feet to the point of beginning of the hereinafter described lands; thence continue S.03°13'07"E. along said line, a distance of 10.00 feet; thence N.87°57'14"E., a distance of 203.93 feet; thence 15.50 feet along the arc of a curve to the left, whose radius is 11,379.16 feet and whose chord bears N.87°59'34"E., a distance of 15.50 feet; thence S.03°13'07"E., a distance of 903.22 feet; thence N.89°48'27"W., a distance of 439.55 feet; thence N.03°13'07"W., a distance of 691.03 feet; thence S.89°48'27"E., a distance of 50.00 feet; thence S.03°13'07"E., a distance of 11.20 feet; thence N.86°59'51"E., a distance of 140.17 feet; thence N.03°14'58"W., a distance of 215.85 feet; thence N.87°57'14"E., a distance of 29.43 feet to the point of beginning. Said lands contain 354,050 square feet (8.13 acres).

That I have made such survey, land division and plat by the direction of Heartland Development Group L.T.D., owner of said lands.

That such survey is a correct representation of all the exterior boundaries of the lands surveyed and the division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and the subdivision regulations of the City of Kenosha in surveying, dividing and mapping the same.

Dated this 9th day of February, 20 06

Keith A. Kindred, RLS 2082
REVISED THIS 4th DAY OF APRIL, 2006

WISCONSIN
KEITH A. KINDRED
S-2082
HARTLAND, WI
LAND SURVEYOR

CITY OF KENOSHA COMMON COUNCIL APPROVAL CERTIFICATE:

Approved by the Common Council on this _____ day of _____, 20__

~~John M. Antaramian, Mayor~~
Ronald Frederick, Acting Mayor

Michael Higgins, Clerk

PROJECT NO. 14633 THIS INSTRUMENT DRAFTED BY DANIEL E. BEDNAR SHEET 2 OF 4

EXHIBIT B

FORM NO 985-A

HCMiller

Stock No. 26273

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NW 1/4 OF THE NW 1/4 OF SEC. 10, T.01N., R.22E., CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

Heartland Development Group L.T.D., a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

Heartland Development Group L.T.D. does further certify that this plat is required by S236.10 or S236.12 to be submitted to the following for approval or objection:

City of Kenosha

IN WITNESS WHEREOF, said Heartland Development Group L.T.D., has caused these presents to be signed by Robert Patch, its President, at Milwaukee Wisconsin, and its corporate seal to be hereunto affixed on this 5th day of April, 2006

In Presence of:

Robert Patch, President

STATE OF WISCONSIN)
Milwaukee COUNTY) SS

Personally came before me this 5th day of April 20 06 the above named Robert Patch, President, of the above named corporation, to me known to be such President of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

NOTARY PUBLIC DEVON M. WICHELT STATE OF WISCONSIN

Notary Public

Milwaukee County, Wisconsin

My Commission Expires 2/14/2010

WISCONSIN KEITH A. KINDRED S-2082 HARTLAND, WI LAND SURVEYOR

2-09-06

Revised 4-04-06

PROJECT NO. 14633 THIS INSTRUMENT DRAFTED BY DANIEL E. BEDNAR SHEET 3 OF 4

EXHIBIT B

FORM NO 985-A

HCMiller

Stock No. 26273

CERTIFIED SURVEY MAP NO. ____

BEING A PART OF THE NW 1/4 OF THE NW 1/4 OF SEC. 10, T.01N., R.22E., CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

CONSENT OF CORPORATE MORTGAGEE:

Charter One Bank N.A., a corporation duly organized and existing under and by virtue of the laws of the State of Illinois, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat, and does hereby consent to the above certificate of Heartland Development Group L.T.D., Owner.

IN WITNESS WHEREOF, said Charter One Bank N.A. has caused these presents to be signed by Jason Welch, its Vice President, and countersigned by Julie Wireman its Secretary (cashier) at Hinsdale, Illinois, and its corporate seal to be hereunto affixed this 12th day of April, 20 06

In presence of:

Corporate Name	Countersigned	(Corporate Seal)
Vice President	Secretary (Cashier)	

STATE OF Illinois)
DUPAGE COUNTY) SS)

Personally came before me this 12TH day of APRIL, 20 06, the above named JASON WELCH, Vice President, and JULIE WIREMAN, Secretary (cashier) of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Vice President and Secretary (cashier) of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(Notary Seal) Patricia Goosby

"OFFICIAL SEAL"
PATRICIA GOOSBY
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Oct. 26, 2007

Notary Public, HINSDALE, Illinois

My commission expires 10/26/2007

WISCONSIN
KEITH A. KINDRED
S-2082
HARTLAND, WI
LAND SURVEYOR

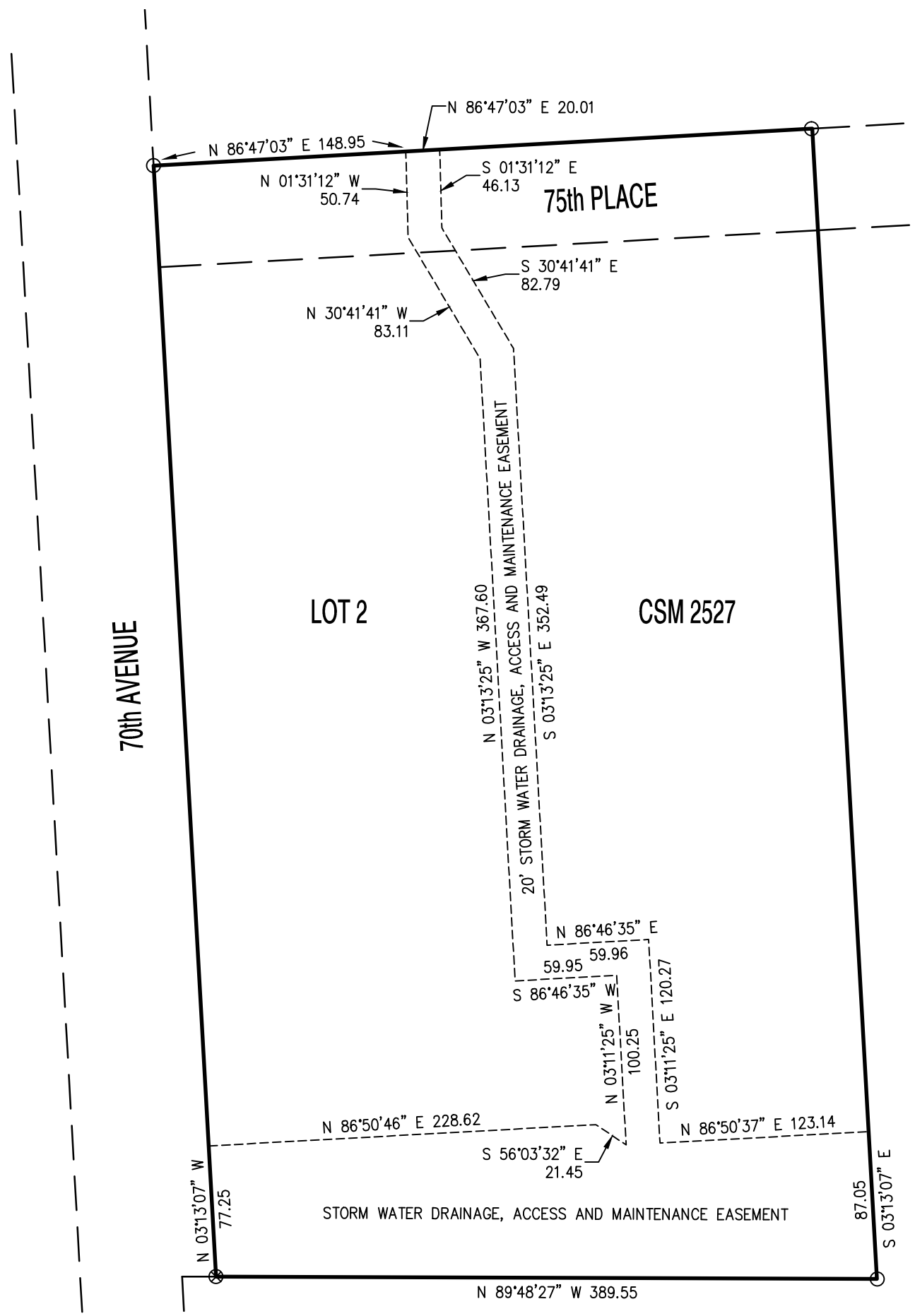
2-09-06

PROJECT NO. 14633 THIS INSTRUMENT DRAFTED BY DANIEL E. BEDNAR SHEET 4 OF 4

EXHIBIT C

DESCRIPTION OF A STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT :

That part of Lot 2 of Certified Survey Map No. 2527 recorded as Document No. 1482509 in the Office of the Register of Deeds for Kenosha County and being part of the Northwest ¼ of Section 10, Township 1 North, Range 22 East, in the City of Kenosha, Kenosha County, Wisconsin, bounded as follows: Begin at a point on the North line of 75th Place located N86°47'03"E 148.95 feet from the Northwest corner of said Lot 2; continue thence N86°47'03"E 20.01 feet along said North line; thence S01°31'12"E 46.13 feet; thence S30°41'41"E 82.79 feet; thence S03°13'25"E 352.49 feet; thence N86°46'35"E 59.96 feet; thence S03°11'25"E 120.27 feet; thence N86°50'37"E 123.14 feet to the East line of said Lot 2; thence S03°13'07"E 87.05 feet along said East line to the Southeast corner of said Lot 2; thence N89°48'27"W 389.55 feet along the South line of said Lot 2 to the Southwest corner of said Lot 2; thence N03°13'07"W 77.25 feet along the West line of said Lot 2; thence N86°50'46"E 228.62 feet; thence S56°03'32"E 21.45 feet; thence N03°11'25"W 100.25 feet; thence S86°46'35"W 59.95 feet; thence N03°13'25"W 367.60 feet; thence N30°41'41"W 83.11 feet; thence N01°31'12"W 50.74 feet to the North line of 75th Place and the point of beginning. Containing 1.050 acres.



Scale: 1" = 80'
Drawn By: SCB
DATE: 9-26-2013
2013.0055.01
Storm Water Easement Exhibit
SAGEWOOD APARTMENTS
Kenosha, Wisconsin

Nielsen Madsen & Barber S.C.
Civil Engineers and Land Surveyors
1458 Horizon Blvd. Suite 200, Racine, Wisconsin 53406
Phone (262) 634-5588 * Facsimile (262) 634-5024 * Website nmbsc.net

Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	March 20, 2014	Item 4
Development Agreement between the City of Kenosha and WAB Holdings 70, LLC regarding property at the southeast corner of 70th Avenue and 75th Place. (Sagewood Apartments) (District #14) PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: Southeast corner of 70th Avenue and 75th Place

NOTIFICATIONS/PROCEDURES:

The alderperson of the district, Alderperson Prozanski, has been notified. This items will be reviewed by the Public Works Committee before final review by the Common Council.

ANALYSIS:

- The Agreement was required as a Condition of Approval within the Conditional Use Permit.
- The Kenosha Water Utility has indicated that they do not need to be a party to the Agreement since no new public water lines will be installed.
- Originally the applicant was to make some improvements to 70th Avenue, along the frontage of the development. Since 70th Avenue will be upgraded after the completion of STH 50 Project, Staff has requested that the developer post a cash assurance with the City that will be used towards the 70th Avenue improvements.

RECOMMENDATION:

A recommendation is made to approve the Agreement.

Rich Schroeder, Deputy Director

Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2014/MAR20/fact-devagree-sagewood.odt

Document Number	DEVELOPMENT AGREEMENT BETWEEN THE CITY OF KENOSHA AND WAB HOLDINGS 70, LLC Document Title

This space is reserved for recording data

Return to:

Office of the City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, WI 53140

03-122-10-226-052
Parcel Identification Number

DEVELOPMENT AGREEMENT

Between

THE CITY OF KENOSHA, WISCONSIN
A Municipal Corporation

And

WAB HOLDINGS 70, LLC
A Wisconsin Limited Liability Company

THIS DEVELOPMENT AGREEMENT, ("AGREEMENT") effective as of the last date of execution is entered into between the City of Kenosha, Wisconsin, a municipal corporation duly organized and existing under the laws of the State of Wisconsin ("CITY"), and WAB Holdings 70, LLC, a Wisconsin limited liability company with principal offices located at 11514 N. Port Washington Road, Suite 1, Mequon, Wisconsin 53092 ("DEVELOPER"), collectively referred to as the Parties.

WITNESSETH:

WHEREAS, DEVELOPER is the owner of approximately 5.96 acres of real estate in the City of Kenosha which is legally described on attached Exhibit A and shown as Lot 2 on Certified Survey Map No. 2527 attached as Exhibit B, hereinafter referred to as "REAL ESTATE"; and,

WHEREAS, DEVELOPER desires to develop REAL ESTATE for multi-family purposes; and,

WHEREAS, REAL ESTATE is zoned RM-2 Multiple Family Residential District and AIR-4 Airport Overlay District Overflight at the time of execution of this AGREEMENT which permits the multi-family development set forth in this AGREEMENT; and,

WHEREAS, the Plan Commission of CITY has recommended to the Common Council and the Common Council of CITY has approved a conditional use permit attached as Exhibit C for REAL ESTATE on the condition that DEVELOPER enter into this AGREEMENT relative to the manner and method by which REAL ESTATE is to be developed subject to the requirements of this AGREEMENT; and,

WHEREAS, DEVELOPER agrees to develop REAL ESTATE as provided in the certified survey map, the conditional use permit, and this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual promises and undertakings of the Parties, including the approval by CITY of conditional use permit for REAL ESTATE, and the agreement of DEVELOPER to develop REAL ESTATE, the Parties agree that REAL ESTATE will be developed as provided in the certified survey map, the conditional use permit, and this AGREEMENT.

I. IMPROVEMENTS

A. Storm Water Drainage Facilities.

1. DEVELOPER, at DEVELOPER'S cost and expense, shall design, construct and install complete storm water drainage facilities throughout REAL ESTATE, including storm and surface water drainage facilities which abut land for any public purpose, in accordance with CITY specifications, the conditional use permit, the certified survey map, the Site Grading & Erosion Control Plan attached as Exhibit D and the Storm Sewer Plan attached as Exhibit E.

2. DEVELOPER, at DEVELOPER'S cost and expense, shall apply for and obtain a Post-Construction Runoff Permit from CITY and shall submit to CITY any required financial guarantee all in accordance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha entitled Post-Construction Stormwater Management Ordinance. No land disturbing construction activity as defined in Chapter XXXVI of the Code of General Ordinances shall be permitted until the Post-Construction Runoff Permit is issued by CITY. All land disturbing construction activities and the design, construction, installation and maintenance of the storm water drainage facilities shall be done in compliance with Chapter XXXVI of the Code of General Ordinances, the approved Stormwater Management Plan, the approved Maintenance Agreement and the Post-Construction Runoff Permit.

3. DEVELOPER, at DEVELOPER'S cost and expense, shall install tracer wires on all storm sewer mains and laterals in accordance with CITY specifications.

4. DEVELOPER, at DEVELOPER'S cost and expense, shall prepare all plans, specifications and calculations for all storm water drainage facilities and submit them to CITY Engineer for written approval which must be obtained prior to construction of the storm water drainage facilities. The storm water drainage facilities required by this AGREEMENT, including retention/detention basins and outlet structures, shall comply with CITY'S current storage and outflow requirements as well as any WDNR requirements.

5. CITY shall cooperate with DEVELOPER in obtaining all permits required by any governmental unit or regulatory agency for the storm water drainage facilities required by this AGREEMENT, including storm water drainage facilities extensions and connections.

6. Subject to the terms of this AGREEMENT, CITY shall allow DEVELOPER, at DEVELOPER'S cost and expense, to extend and connect the storm water drainage facilities required by this AGREEMENT to the nearest appropriate storm water drainage facilities of CITY. DEVELOPER'S cost and expense shall include payment by DEVELOPER of all easement acquisition costs and all fees, user fees, inspection fees, impact fees, charges or special assessments required to be paid pursuant to any federal, state, county, CITY or UTILITY laws, ordinances, resolutions, rules, regulations or this AGREEMENT.

7. Title to all storm water drainage facilities located within REAL ESTATE or any easement within REAL ESTATE, including pipes P-1 through P-23, retention/detention basins, outlet structures, and spillways as shown on the certified survey map and the Storm Sewer Plan attached as Exhibit E shall be retained by DEVELOPER or conveyed by DEVELOPER to an owner's association approved by CITY. DEVELOPER, or the owner's association, shall be responsible for the maintenance and operation of all storm water drainage facilities located within REAL ESTATE or any easement within REAL ESTATE, including pipes P-1 through P-23, retention/detention basins, outlet structures and spillways, as shown on the certified survey map and the Storm Sewer Plan attached as Exhibit E, and shall enter into a Maintenance Agreement with CITY in accordance with Section 36.10 of the Code of General Ordinances for the City of Kenosha to provide for their maintenance and operation. A copy of the Maintenance Agreement is attached as Exhibit F. The Maintenance Agreement shall be recorded with the Kenosha County Register of Deeds and shall be binding upon all current and subsequent owners of land served by the storm water drainage facilities. The Maintenance Agreement shall include among its provisions the following:

a. identification of the storm water drainage facilities and designation of the drainage area served by the storm water drainage facilities.

b. a schedule for the regular maintenance, repair, replacement and operation of the storm water drainage facilities consistent with the Storm Water Management Plan.

c. identification of the DEVELOPER, landowner or the owner's association responsible for the maintenance, repair, replacement and operation of the storm water drainage facilities.

d. requirement that the DEVELOPER, landowner or owner's association maintain, repair, replace and operate the storm water drainage facilities in accordance with the schedule included in subparagraph b. above.

e. authorization for CITY to access REAL ESTATE to conduct inspections of storm water drainage facilities as necessary to determine whether the storm water drainage facilities are being maintained, repaired, replaced and operated in accordance with the Maintenance Agreement.

f. requirement that CITY maintain public records of the results of the inspections of the storm water drainage facilities, to inform DEVELOPER, landowner or the owner's association of the inspection results, and to specifically indicate any corrective actions required to bring the storm water drainage facilities into proper working condition.

g. agreement that DEVELOPER, landowner or the owner's association responsible for the maintenance, repair, replacement and operation of the storm water drainage facilities be notified by CITY of any maintenance problems

requiring correction and that any specified corrective actions be undertaken within a reasonable time as determined by CITY.

h. authorization for CITY to perform or have performed on CITY'S behalf, maintenance, repairs, or replacements of the storm water drainage facilities upon the failure of the DEVELOPER, landowner or owner's association to do so as directed by CITY and to impose a special charge pursuant to Section 66.0627 of the Wisconsin Statutes against all benefited REAL ESTATE for the charges incurred by CITY in performing or having performed on CITY'S behalf the maintenance, repairs or replacement to the storm water drainage facilities which are the subject of the Maintenance Agreement.

8. DEVELOPER, at DEVELOPER'S cost and expense, shall grant to CITY a maintenance easement to the storm water drainage facilities required by this AGREEMENT authorizing CITY to inspect, maintain, repair or replace the storm water drainage facilities in accordance with the Maintenance Agreement. A copy of the Maintenance Easement is attached as Exhibit G. The Maintenance Easement shall be recorded with the Kenosha County Register of Deeds and shall be binding upon all current and subsequent owners of land served by the storm water drainage facilities.

9. DEVELOPER, at DEVELOPER'S cost and expense, shall complete the construction and installation of the fully functional storm water drainage facilities required by this AGREEMENT without defect, damage or non conformance with this AGREEMENT, all approved plans, specifications and calculations, the conditional use permit, the certified survey map, and the Code of General Ordinances for the City of Kenosha.

10. DEVELOPER, at DEVELOPER'S cost and expense, shall provide CITY with certified copies of the results of all tests and inspections of the storm water drainage facilities required by CITY, including density tests certifying proper compaction of storm water drainage facilities trench back fill.

11. DEVELOPER, at DEVELOPER'S cost and expense, shall provide CITY certified "as-built" drawings of the storm water drainage facilities, including retention/detention basins and outlet structures, in print and digital form acceptable to CITY prior to CITY issuance of any Temporary Certificate of Occupancy for any improvements within REAL ESTATE.

12. DEVELOPER shall indemnify, defend and hold harmless CITY, its officers, employees and agents from and against any and all claims, liability, loss, charges, damages, costs, expenses, judgments, settlement expenses and attorney fees, which any of them may hereafter sustain, incur or be required to pay arising out of or in any way related to the design, construction and installation of the storm water drainage facilities required by this AGREEMENT which causes storm and surface water to flow in full or part upon any private property. Upon the filing with CITY of a claim for damages arising out of the acts which DEVELOPER herein agrees to indemnify, defend and hold CITY and others harmless, the CITY shall notify DEVELOPER of such claim, and in the event that

DEVELOPER does not settle or compromise such claim, the DEVELOPER shall undertake the legal defense of such claim both on behalf of the DEVELOPER and CITY and its officers, employees and agents. It is specifically agreed that CITY at DEVELOPER'S cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against CITY or any of its officers, employees or agents for any cause for which DEVELOPER is liable herewith shall be conclusive against DEVELOPER as to liability and the amount of damages. Any damages, costs or expenses, including attorney fees, sustained, incurred or paid by CITY, its officers, employees or agents arising out of the acts which DEVELOPER herein agrees to indemnify, shall be reimbursed through DEVELOPER'S assurance required pursuant to this AGREEMENT or through such other means as the CITY in its sole discretion deems appropriate. This paragraph shall survive installation of the storm water drainage facilities to effectuate its purpose.

13. The storm water drainage facilities required by this AGREEMENT, including retention/detention basins and outlet structures shall be installed and functional prior to CITY issuance of any Temporary Certificate of Occupancy for any improvements within REAL ESTATE.

14. DEVELOPER, at DEVELOPER'S cost and expense, shall complete the initial detention basin maintenance in accordance with the Initial Detention Basin Maintenance requirements set forth in Section 7 of the Maintenance Standards attached as Exhibit D to the Maintenance Agreement prior to CITY issuance of any Temporary Certificate of Occupancy for any improvements within REAL ESTATE.

B. Streets, Curb and Gutter.

1. Prior to execution of this AGREEMENT by CITY, DEVELOPER shall deposit with the City Clerk/Treasurer the sum of $243,854.00, which sum represents the current construction cost estimate for the reconstruction of 70th Avenue from 75th Place to 260 lineal feet north of 78th Street based on the Street Plan attached as Exhibit H. In consideration of the deposit of $243,854.00 by DEVELOPER, CITY agrees that development of REAL ESTATE will be permitted as provided in this AGREEMENT and the conditional use permit without requiring the reconstruction of 70th Avenue, which would otherwise be required, due to the proposed reconstruction of STH 50 by the Wisconsin Department of Transportation which may result in additional required public improvements to 70th Avenue.

2. The Parties agree that the funds deposited pursuant to paragraph 1 shall be maintained by CITY in a segregated interest bearing account with all interest accruing to CITY and shall be used by CITY for the cost of the future reconstruction of 70th Avenue from 75th Place to 260 lineal feet north of 78th Street, including sidewalks, street lights, and street trees as shown on the Street Plan attached as Exhibit H, the Lighting Plan attached as Exhibit I, and the Landscaping Plan attached as Exhibit J.

3. The Parties agree that in the event the funds deposited pursuant to paragraph 1, including

any accrued interest, are insufficient to cover CITY'S actual cost of reconstructing 70th Avenue from 75th Place to 260 lineal feet north of 78th Street, CITY shall be responsible for any additional cost, including all construction, engineering, administrative and inspection costs incurred by CITY.

4. The Parties agree that in the event the funds deposited pursuant to paragraph 1, including any accrued interest, exceed CITY'S actual cost of reconstructing 70th Avenue from 75th Place to 260 lineal feet north of 78th Street, including all construction, engineering, administrative and inspection costs incurred by CITY, any excess funds shall be paid to DEVELOPER within 45 days of CITY'S completion of the 70th Avenue reconstruction.

5. DEVELOPER, at DEVELOPER'S cost and expense, or an owner's association approved by CITY at the association's cost and expense, as the case may be, shall design, construct, grade, gravel, pave, and maintain, including snow plowing, all private streets, curbs and gutters located within REAL ESTATE and required by the conditional use permit, the certified survey map and this AGREEMENT.

C. Other Utilities and Utility Easements

1. DEVELOPER, at DEVELOPER'S cost and expense, shall locate and install all other utilities throughout REAL ESTATE in accordance with utility specifications, the conditional use permit and the approved plans attached to this AGREEMENT. DEVELOPER, at DEVELOPER'S cost and expense, shall obtain approval of the plans and specifications for the location and installation of the utilities from CITY Engineer.

2. DEVELOPER, at DEVELOPER'S cost and expense, shall provide easements for utilities, which shall be shown on the certified survey map and the approved plans attached to this AGREEMENT.

3. Easements for utilities may be modified or terminated only by CITY or other utility and only in the event CITY or other utility determines that the easement, in full or in part, is no longer required to provide essential service.

D. Erosion Control

DEVELOPER, at DEVELOPER'S cost and expense, shall prepare and submit to CITY an Erosion and Sediment Control Plan in accordance with Chapter XXXIII of the Code of General Ordinances for the City of Kenosha entitled Land-Disturbing Erosion and Sediment Control Ordinance. DEVELOPER, at DEVELOPER'S cost and expense, shall apply for and obtain an Erosion Control Permit from CITY and shall submit to CITY the cash assurance all in accordance with Chapter XXXIII of the Code of General Ordinances. No land disturbing activities or land disturbing construction activities as defined in Chapter XXXIII of the Code of General Ordinances shall be permitted until the Erosion and Sediment Control Plan is approved by CITY, the cash assurance is paid to CITY, and the Erosion Control Permit is issued by CITY. All land disturbing construction activities undertaken by DEVELOPER shall be done in compliance with

Chapter XXXIII of the Code of General Ordinances, the approved Erosion and Sediment Control Plan and the Erosion Control Permit. The Erosion and Sediment Control Plan shall include the location and duration of topsoil stockpiles. DEVELOPER, at DEVELOPER'S cost and expense, shall remove all topsoil stockpiles from REAL ESTATE prior to the issuance of any Certificate of Occupancy by CITY. A copy of the Erosion and Sediment Control Plan is attached as Exhibit D.

E. Grading

1. DEVELOPER, at DEVELOPER'S cost and expense, shall grade REAL ESTATE in accordance with CITY specifications, the conditional use permit and the Grading Plan attached as Exhibit D. DEVELOPER, at DEVELOPER'S cost and expense, shall obtain approval of the Grading Plan from CITY Engineer prior to commencement of any land disturbing construction activities.

2. DEVELOPER, at DEVELOPER'S cost and expense, shall provide CITY a certified "as-built" Grading Plan in print and digital form acceptable to CITY for approval by CITY Engineer. CITY Engineer approval of the "as built" Grading Plan shall be required prior to CITY issuance of any Temporary Certificate of Occupancy for any improvements within REAL ESTATE.

F. Street Lighting

1. DEVELOPER, at DEVELOPER'S cost and expense, shall design and install a complete system of lighting throughout REAL ESTATE in accordance with CITY specifications, the conditional use permit, and the Lighting Plan attached as Exhibit I.

2. CITY shall have full jurisdiction and ownership of the street lighting system located in the public rights-of-way and be responsible for its maintenance and cost of operation.

G. Landscaping.

1. Except as provided in Section I.B. of this AGREEMENT, DEVELOPER, at DEVELOPER'S cost and expense, shall design and install landscaping throughout REAL ESTATE in accordance with CITY specifications, the conditional use permit, and the Landscaping Plan attached as Exhibit J. DEVELOPER, at DEVELOPER'S cost and expense, shall obtain approval of the Landscaping Plan from CITY.

2. DEVELOPER, at DEVELOPER'S cost and expense, shall protect existing trees within REAL ESTATE in accordance with Section 34.10 of the Code of General Ordinances for the City of Kenosha entitled Tree Protection and shall apply for and obtain a Tree Protection Permit from CITY.

3. DEVELOPER, at DEVELOPER'S cost and expense, shall remove and lawfully dispose of all rubbish, structures, dead trees, branches, brush, tree trunks, shrubs and other natural growth within REAL ESTATE inconsistent with the approved landscaping.

DEVELOPER at DEVELOPER'S cost and expense, shall apply for and obtain a raze permit from CITY prior to removing any structures.

H. Sidewalks.

1. Except as provided in Section I.B. of this AGREEMENT, DEVELOPER, at DEVELOPER'S cost and expense, shall design, construct and install sidewalks throughout REAL ESTATE in accordance with CITY specifications, the conditional use permit, and the Street Plan attached as Exhibit H. DEVELOPER, at DEVELOPER'S cost and expense, shall obtain approval of the plans and specifications for the design, construction and installation of the sidewalks from CITY Engineer.

2. Except as provided in Section I.B. of this AGREEMENT, sidewalks shall be installed prior to the issuance of any Temporary Certificate of Occupancy for any improvements within REAL ESTATE where practical but not later then six (6) months from the date of temporary occupancy. In the event the sidewalks are not installed prior to the issuance of a Temporary Certificate of Occupancy, the DEVELOPER shall provide CITY with an assurance in an amount determined by CITY Engineer to complete installation.

3. DEVELOPER, at DEVELOPER'S cost and expense, shall be responsible for the maintenance of the sidewalks required by this AGREEMENT. CITY shall have full jurisdiction and ownership of the sidewalks located in the public rights-of-way. DEVELOPER, or the owner's association as the case may be, shall be responsible for the maintenance of the sidewalks in accordance with the Code of General Ordinances for the City of Kenosha.

I. Street Signs and Regulatory Signs.

CITY shall install street name and regulatory signs required by CITY. CITY'S actual cost for materials, labor and installation of the street name and regulatory signs shall be reimbursed from the funds deposited by DEVELOPER pursuant to Section I.B. of this AGREEMENT.

J. Survey Monuments.

DEVELOPER, at DEVELOPER'S cost and expense, shall install survey monuments placed in accordance with the requirements of Section 236.15 of the Wisconsin Statutes.

II. PRE-CONSTRUCTION AND CONSTRUCTION ACTIVITIES.

A. Pre-Construction Activities.

1. DEVELOPER shall provide CITY Engineer complete itemized cost estimates certified by DEVELOPER'S Civil Engineer for the private storm water drainage facilities required to be made by DEVELOPER pursuant to this AGREEMENT prior to the solicitation of bids.

2. DEVELOPER shall not commence construction or installation of any of the improvements required to be made pursuant to this AGREEMENT until this AGREEMENT has been approved by the Common Council of the City of Kenosha, this Agreement has been signed by all Parties, has been recorded, all required deposits and assurances have been received and approved, and CITY has given written authorization to proceed. Prior to giving written authorization to proceed, DEVELOPER shall hold a pre-construction meeting which shall be attended by DEVELOPER, CITY, and contractors. Upon receiving written authorization to proceed, DEVELOPER shall notify CITY in writing two (2) working days in advance of the date for the commencement of the construction of the improvements. This notification requirement shall also apply to the resumption of construction following a work interruption of over five (5) working days.

B. Construction Activities

1. Construction access to REAL ESTATE shall be as shown on the Erosion and Sediment Control Plan attached as Exhibit D. DEVELOPER, at DEVELOPER'S cost and expense shall design, construct and install the construction access in accordance with CITY specifications. DEVELOPER, at DEVELOPER'S cost and expense, shall obtain approval of the plans and specifications and all required permits for the design, construction and installation of the construction access from CITY Engineer.

2. DEVELOPER, at DEVELOPER'S cost and expense, shall abandon any wells on REAL ESTATE in accordance with the requirements of the Wisconsin Department of Natural Resources, Chapter NR 812 of the Wisconsin Administrative Code and Section 32.09 of the Code of General Ordinances for the City of Kenosha. DEVELOPER shall provide copies of well abandonment reports to CITY and the Kenosha Water Utility.

3. CITY shall provide engineering and inspection services during construction of the improvements required by this AGREEMENT to ascertain DEVELOPER'S compliance with all approved plans and specifications. The cost for the engineering and inspection services shall be based upon the hourly rate of the CITY employees performing the services plus indirect costs. The DEVELOPER shall pay CITY for all engineering and inspection services provided by CITY within forty-five (45) days of being invoiced. The engineering and inspection services provided pursuant to this paragraph shall not relieve DEVELOPER, DEVELOPER'S employees, or DEVELOPER'S contractors from constructing and installing the improvements required by this AGREEMENT in accordance with all approved plans and specifications or from providing CITY all "as-built" plans required by this AGREEMENT.

4. DEVELOPER, at DEVELOPER'S cost and expense, shall complete a televised inspection of the completed storm water drainage facilities required by this AGREEMENT. The televised inspection shall be performed by an inspection service acceptable to CITY. Video tapes and written logs of all storm water drainage facilities inspections shall be provided to CITY for review. Any repairs or cleaning identified by the televised inspection shall be promptly performed by DEVELOPER and the effected

area shall again be subject to televised inspection. CITY reserves the right to perform the televised inspection of the completed storm water drainage facilities at DEVELOPER'S cost and expense. DEVELOPER shall reimburse CITY for the cost of the televised inspection within forty-five (45) days of being invoiced by CITY.

5. CITY, at CITY'S sole discretion, reserves the right to retain independent testing services in the event CITY determines proper testing is not being performed by DEVELOPER or the results of DEVELOPER'S testing does not conclusively establish to CITY'S satisfaction the proper completion of the improvements required by this AGREEMENT. DEVELOPER shall reimburse CITY for the cost of the independent testing services within forty-five (45) days of being invoiced by CITY.

III. ASSURANCE OF COMPLETION OF PUBLIC IMPROVEMENTS.

A. Assurance Required.

1. In addition to the funds deposited by DEVELOPER pursuant to Section I.B. of this AGREEMENT and prior to execution of this AGREEMENT by CITY, DEVELOPER shall deposit with the City Clerk-Treasurer an assurance in the form of cash or an irrevocable letter of credit in an amount equal to one hundred twenty-five (125%) percent of the estimated cost of all private storm water drainage facilities, and the engineering and inspection services and the testing services related thereto required to be made and provided pursuant to this AGREEMENT. The assurance required pursuant to this paragraph shall be in addition to any other assurance which may be required pursuant to the Code of General Ordinances for the City of Kenosha for the development of REAL ESTATE which is the subject of this AGREEMENT.

2. The assurance required pursuant to paragraph 1 shall be used to secure DEVELOPER'S cost of designing, constructing and installing the private storm water drainage facilities required pursuant to this AGREEMENT and to compensate CITY for CITY'S cost of completing the private storm water drainage facilities and performing the engineering and inspection services and testing services required to be made and provided pursuant to this AGREEMENT in the event DEVELOPER fails to do so in a timely manner in accordance with all approved plans and specifications, the conditional use permit, the certified survey map, or this AGREEMENT.

3. In the event the assurance required pursuant to paragraph 1 is insufficient to cover one hundred twenty five (125%) percent of the actual cost of the private storm water drainage facilities and the engineering and inspection services and testing services required to be made and provided pursuant to this AGREEMENT, DEVELOPER upon written demand by CITY shall deposit with the City Clerk-Treasurer additional assurance in the form of cash or an irrevocable letter of credit in an amount equal to one hundred twenty-five (125%) percent of the actual cost of the private storm water drainage facilities and the engineering and inspection services and testing services required to be made and provided pursuant to this AGREEMENT.

4. Any irrevocable letter of credit to be used by DEVELOPER as an assurance pursuant to this AGREEMENT shall be issued by a financial institution authorized to do business in the State of Wisconsin having a financial standing acceptable to the CITY, and the form of any irrevocable letter of credit shall be approved in advance by the City Attorney. Any irrevocable letter of credit approved for use by the City Attorney as an assurance pursuant to this AGREEMENT shall remain in effect until completely drawn upon or released by CITY and UTILITY. If for any reason, any irrevocable letter of credit approved for use as an assurance pursuant to this AGREEMENT is about to expire and has not been renewed by DEVELOPER, CITY and UTILITY may draw upon the irrevocable letter of credit and retain the proceeds as a cash assurance pursuant to this AGREEMENT.

5. The assurance required pursuant to paragraph 1 for the private storm water drainage facilities shall be released within forty-five (45) days following certification of all of the following by CITY Engineer:

   a. pipes P1-P4, P6, P8-P11 and P13-P14 as shown on the Storm Sewer Plan attached as Exhibit E have been installed in accordance with Section I.A. of this AGREEMENT.

   b. certified "as-built" drawings of pipes P1-P4, P6, P8-P11 and P13-P14 as shown on the Storm Sewer Plan attached as Exhibit E have been provided in print and digital form acceptable to CITY.

   c. endwall 1.0 and all rip rap as shown on the Storm Sewer Plan attached as Exhibit E have been installed in accordance with Section I.A. of this AGREEMENT.

   d. all disturbed areas of the detention basin as shown on the Storm Sewer Plan attached as Exhibit E have been restored in accordance with Section I.A. of this AGREEMENT.

6. In addition to all other remedies, occupancy permits may be withheld by CITY until the City of Kenosha Department of Community Development and Inspections certifies that the requirements of Chapter XVII of the Code of General Ordinances have been met. In the event any work specified in this AGREEMENT is not completed in accordance with this AGREEMENT and Chapter XVII of the Code of General Ordinances, City may do or cause the work to be done and charge the cost for the work against any assurance provided pursuant to this AGREEMENT or impose a special charge and/or special assessment against the benefited REAL ESTATE in the event there is no applicable assurance or the assurance is insufficient.

IV. CITY RESPONSIBILITIES.

Upon application by DEVELOPER and upon payment by DEVELOPER of all required fees, CITY shall process all permit applications and will issue all CITY permits required for the development of REAL ESTATE provided DEVELOPER is in compliance with all CITY

conditions of approval, the conditional use permit, the certified survey map, this AGREEMENT, and all standards for the issuance of the required CITY permits set forth in applicable federal, state, county, or CITY laws, ordinances, resolutions, rules and regulations in effect as of the date the permit is to be issued unless otherwise specified.

V. MISCELLANEOUS.

A. Notice

Any notice required to be given in this AGREEMENT by any of the Parties is to be by certified mail with return receipt or by personal service addressed to DEVELOPER or CITY as the case may be as set forth below. Any Party may designate a different address by delivering, sending or serving written notice of such change of address upon the other Party. Notice shall be effective as of the date of delivery, if by hand, or mailing if by certified mail.

If to DEVELOPER:	WAB Holdings 70, LLC William Bodner, Managing Member 11514 N. Port Washington Road Mequon, Wisconsin 53092
with copies to:	David C. Keating, Esq. Walsh & Keating, S.C. 1505 Wauwatosa Avenue Wauwatosa, WI 53213
If to CITY:	City Clerk/Treasurer Municipal Building, Room 105 625 -52nd Street Kenosha, Wisconsin 53140
with copies to:	Director of Public Works Municipal Building, Room 305 625 -52nd Street Kenosha, Wisconsin 53140
	Office of the City Attorney Municipal Building, Room 201 625 -52nd Street Kenosha, Wisconsin 53140

B. Land Dedications and Impact Fees.

DEVELOPER, at DEVELOPER'S cost and expense, shall provide for all land dedications required by Chapter XVII of the Code of General Ordinances. DEVELOPER shall pay all impact fees in accordance with Chapter XXXV of the Code of General Ordinances prior to the CITY issuance of a building permit.

C. Assignment.

DEVELOPER shall not assign or transfer this AGREEMENT without the prior written consent of CITY. Any unauthorized assignment shall be a breach of this AGREEMENT and shall render this AGREEMENT null and void. Any assignment shall be conditioned upon the assignee entering into a written agreement with CITY through which the assignee agrees to be bound by all of the terms, conditions and obligations of this AGREEMENT. No assignment shall relieve DEVELOPER of any of DEVELOPER'S obligations under this AGREEMENT in the event of breach or default by the assignee. No assignment shall be inconsistent with the terms of this AGREEMENT. The assignee shall have all rights, privileges and obligations as granted DEVELOPER under this AGREEMENT.

D. Integration.

This AGREEMENT, the attached exhibits, the conditional use permit, the certified survey map and such other documents incorporated by reference herein embody the entire agreement and understanding among the Parties and supersedes all prior agreements and understandings relating to the subject matter hereof.

E. Defaults.

No default shall arise under this AGREEMENT unless the non-defaulting Party has provided the defaulting Party written notice of default and twenty (20) days to cure the default.

F. Severability.

Any covenant, condition or provision of this AGREEMENT held to be invalid or unenforceable by a court of competent jurisdiction shall be considered deleted from this AGREEMENT, but such deletion shall in no way affect the application or validity of the remaining covenants, conditions or provisions of this AGREEMENT which shall be given effect without the invalid or unenforceable covenant, condition or provision and to this extent, the covenants, conditions and provisions of this AGREEMENT are declared to be severable.

G. Recordation.

This AGREEMENT shall be recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, and all costs of recordation shall be paid by DEVELOPER. Recordation of this AGREEMENT may at the discretion of CITY omit some or all of the attached exhibits set forth in paragraph H. below.

H. Exhibits Incorporated by Reference.

The exhibits to this AGREEMENT listed below are made a part of this AGREEMENT,

and incorporated herein by reference. The exhibits are on file with the City of Kenosha Department of Community Development and Inspections.

Exhibit A:	Legal Description
Exhibit B:	Certified Survey Map
Exhibit C:	Conditional Use Permit
Exhibit D:	Site Grading & Erosion Control Plan
Exhibit E.	Storm Sewer Plan
Exhibit F.	Maintenance Agreement
Exhibit G:	Maintenance Easement
Exhibit H.	Street Plan
Exhibit I:	Lighting Plan
Exhibit J:	Landscaping Plan

I. Choice of Law and Venue.

This AGREEMENT, the attached exhibits, the conditional use permit and the certified survey map shall be construed and enforced according to the laws of the State of Wisconsin. The Parties agree that any matter which may be brought or pursued in court shall be brought and maintained only in the Circuit Court for Kenosha County, Wisconsin, and each Party consents to said venue and the court's personal jurisdiction over each Party.

J. Waiver of Breach or Violation not Deemed Continuing.

Any Party may, to the extent legally allowed, (a) extend the time for performance of any of the obligations or other acts of the other Party, (b) waive any inaccuracies in the representations or warranties of the other Party contained in this AGREEMENT or in any document delivered pursuant to this AGREEMENT and (c) waive any compliance by the other Party with any of the agreements or conditions contained in this AGREEMENT. The waiver by any Party of a breach or violation of any provision of this AGREEMENT shall not operate as or be construed to be a waiver of any or other subsequent breach or violation of any provision of this AGREEMENT. No breach or violation of any provision of this AGREEMENT shall be waived except by an agreement in writing signed by the waiving Party.

K. Construction.

The Parties agree that each Party has contributed substantially and materially to the preparation of this AGREEMENT and that as a result, this AGREEMENT shall not be construed more strictly against one Party or another merely by virtue of the fact that it may have been prepared primarily by counsel for CITY.

L. Time of the Essence.

It is understood and agreed by the Parties that time is of the essence with respect to the provisions of this AGREEMENT specifying dates and deadlines.

M. Binding Effect.

This AGREEMENT shall run with REAL ESTATE and shall be binding upon DEVELOPER, DEVELOPER'S successors and assigns, and DEVELOPER'S successors in title. Any recorded easements, agreements, covenants and restrictions shall be binding for the time set forth therein, or if no time is specified, for the time provided under applicable Wisconsin law.

N. Amendment.

This AGREEMENT may only be amended by the mutual written consent of the Parties and subject to the approval of any such amendment by the Common Council for the City of Kenosha.

VIII. AUTHORIZATION.

A. DEVELOPER represents to CITY that DEVELOPER is a Wisconsin limited liability company, is in good standing in Wisconsin, that all acts which are a condition precedent to entering into this AGREEMENT have thereby taken place, and that the individual executing this AGREEMENT on behalf of DEVELOPER has the authority to do so and to bind DEVELOPER to the terms and conditions of this AGREEMENT.

B. CITY enters into this AGREEMENT by authority of action taken by its Common Council on the _____ day of _____, 2014.

Signature pages follow

IN WITNESS WHEREOF, the Parties hereto have hereunto executed this AGREEMENT on the dates below given.

THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation

BY:_____
KEITH G. BOSMAN, Mayor

Date:_____

BY:_____
DEBRA SALAS, City Clerk/Treasurer

Date:_____

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2014, KEITH G. BOSMAN, Mayor, and DEBRA SALAS, City Clerk/Treasurer of the CITY OF KENOSHA, WISCONSIN, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said municipal corporation, by its authority.

_____
Notary Public, Kenosha County, WI.
My Commission expires/is:_____

WAB HOLDINGS 70, LLC
A Wisconsin Limited Liability Company

By:_____
WILLIAM BODNER, Managing Member

Date:_____

STATE OF WISCONSIN)
:SS
COUNTY OF)

Personally came before me this _____ day of _____, 2014, WILLIAM BODNER, Managing Member of WAB HOLDINGS 70, LLC, a Wisconsin limited liability company, to me known to be such managing member of said limited liability company, and acknowledged to me that he executed the foregoing instrument as such officer as the agreement of said limited liability company, by its authority.

_____
Notary Public, Kenosha County, WI.
My Commission expires/is:_____

Drafted By:

JONATHAN A. MULLIGAN
Assistant City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, Wisconsin 53140

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot 2, Certified Survey Map No. 2527, recorded with the Kenosha County Register of Deeds on June 6, 2006 as Document No. 1482509, being a part of the Northwest ¼ of the Northwest ¼ of Section 10, Town 1 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin.

EXHIBIT B

FORM NO 985-A
HCMiller
Stock No. 26273

Doc. #: 1482509
Rec'd : 6/6/06

CERTIFIED SURVEY MAP NO. 2527

BEING A PART OF THE NW 1/4 OF THE NW 1/4 OF SEC. 10, T.01N., R.22E., CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

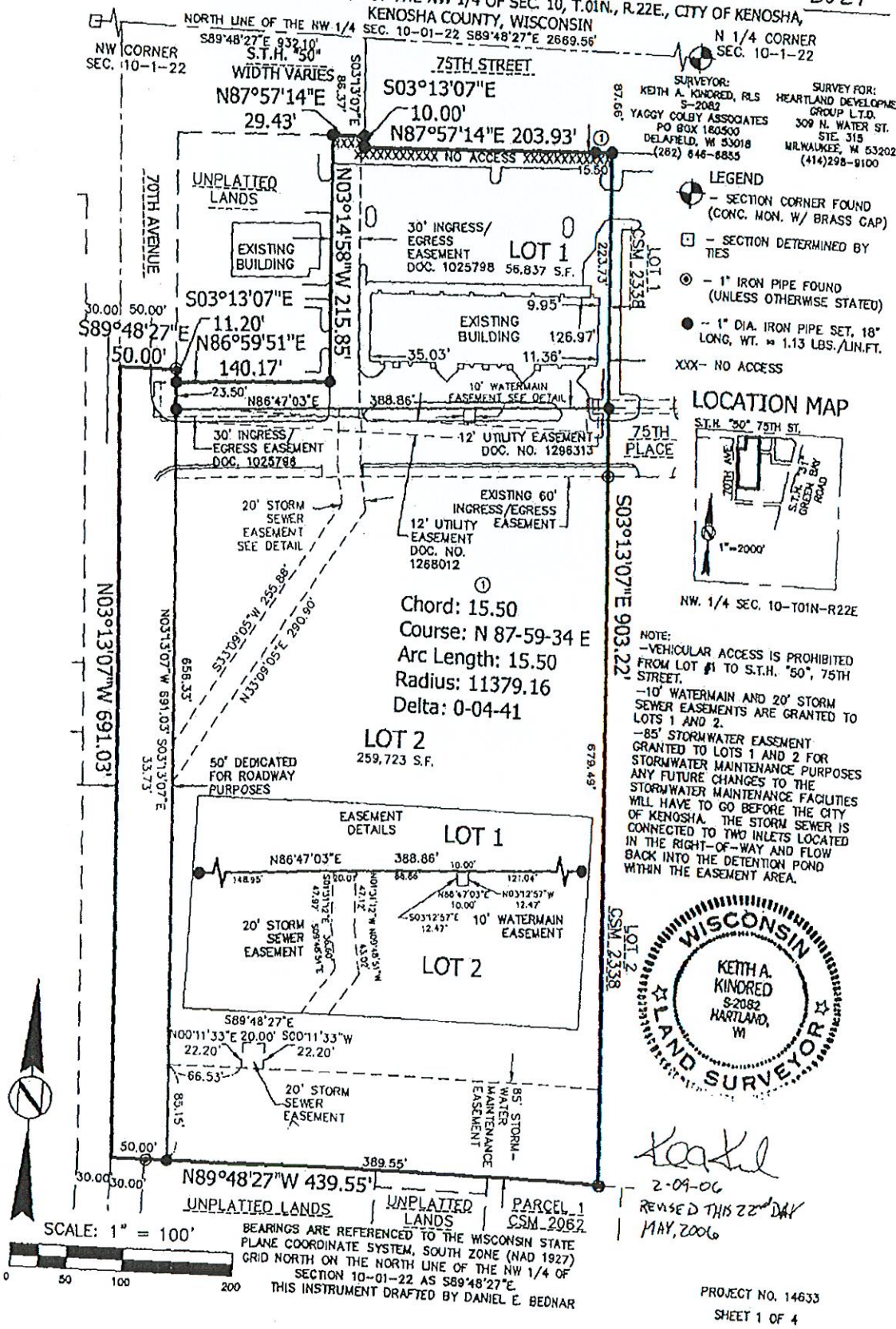


EXHIBIT B

FORM NO. 985-A

HCMiller

Stock No. 26273

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NW 1/4 OF THE NW 1/4 OF SEC. 10, T.01N., R.22E., CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, Keith A. Kindred, Registered Land Surveyor hereby certify;

That I have surveyed, divided and mapped all that being a part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 1 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin.

Commencing at the Northwest corner of the said Section 10; thence S.89°48'27"E., along the north line of the said Northwest 1/4, a distance of 932.10 feet; thence S.03°13'07"E., a distance of 86.37 feet to the point of beginning of the hereinafter described lands; thence continue S.03°13'07"E. along said line, a distance of 10.00 feet; thence N.87°57'14"E., a distance of 203.93 feet; thence 15.50 feet along the arc of a curve to the left, whose radius is 11,379.16 feet and whose chord bears N.87°59'34"E., a distance of 15.50 feet; thence S.03°13'07"E., a distance of 903.22 feet; thence N.89°48'27"W., a distance of 439.55 feet; thence N.03°13'07"W., a distance of 691.03 feet; thence S.89°48'27"E., a distance of 50.00 feet; thence S.03°13'07"E., a distance of 11.20 feet; thence N.86°59'51"E., a distance of 140.17 feet; thence N.03°14'58"W., a distance of 215.85 feet; thence N.87°57'14"E., a distance of 29.43 feet to the point of beginning. Said lands contain 354,050 square feet (8.13 acres).

That I have made such survey, land division and plat by the direction of Heartland Development Group L.T.D., owner of said lands.

That such survey is a correct representation of all the exterior boundaries of the lands surveyed and the division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and the subdivision regulations of the City of Kenosha in surveying, dividing and mapping the same.

Dated this 9th day of February, 20 06.

Keith A. Kindred, RLS 2082

REVISED THIS 4th DAY OF APRIL, 2006

WISCONSIN KEITH A. KINDRED S-2082 HARTLAND, WI LAND SURVEYOR

CITY OF KENOSHA COMMON COUNCIL APPROVAL CERTIFICATE:

Approved by the Common Council on this _____ day of _____, 20__.

~~John M. Antaramian, Mayor~~ Ronald Frederick, Acting Mayor

Michael Higgins, Clerk

PROJECT NO. 14633 THIS INSTRUMENT DRAFTED BY DANIEL E. BEDNAR SHEET 2 OF 4

EXHIBIT B

FORM NO 985-A

HCMiller

Stock No. 26273

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NW 1/4 OF THE NW 1/4 OF SEC. 10, T.01N., R.22E., CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

Heartland Development Group L.T.D., a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

Heartland Development Group L.T.D. does further certify that this plat is required by S236.10 or S236.12 to be submitted to the following for approval or objection:

City of Kenosha

IN WITNESS WHEREOF, said Heartland Development Group L.T.D., has caused these presents to be signed by Robert Patch, its President, at Milwaukee Wisconsin, and its corporate seal to be hereunto affixed on this 5th day of April, 2006

In Presence of:

Robert Patch, President

STATE OF WISCONSIN)
Milwaukee COUNTY) SS

Personally came before me this 5th day of April, 20 06, the above named Robert Patch, President, of the above named corporation, to me known to be such President of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

NOTARY PUBLIC
DEVON M. WICHELT
STATE OF WISCONSIN

Notary Public

Milwaukee County, Wisconsin

My Commission Expires 2/14/2010

WISCONSIN
KEITH A. KINDRED
S-2082
HARTLAND, WI
LAND SURVEYOR

2-09-06

Revised 4-04-06

PROJECT NO. 14633

THIS INSTRUMENT DRAFTED BY DANIEL E. BEDNAR

SHEET 3 OF 4

EXHIBIT B

FORM NO 985-A

HCMiller

Stock No. 26273

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NW 1/4 OF THE NW 1/4 OF SEC. 10, T.01N., R.22E., CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

CONSENT OF CORPORATE MORTGAGEE:

Charter One Bank N.A., a corporation duly organized and existing under and by virtue of the laws of the State of Illinois, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat, and does hereby consent to the above certificate of Heartland Development Group L.T.D., Owner.

IN WITNESS WHEREOF, said Charter One Bank N.A. has caused these presents to be signed by Jason Welch, its Vice President, and countersigned by Julie Wireman, its Secretary (cashier) at Hinsdale, Illinois, and its corporate seal to be hereunto affixed this 12th day of April, 20 06

In presence of:

_____ _____ (Corporate Seal)

Corporate Name Countersigned

Vice President Secretary (Cashier)

STATE OF Illinois)
DUPAGE COUNTY) SS)

Personally came before me this 12TH day of APRIL, 20 06, the above named JASON WELCH, Vice President, and JULIE WIREMAN, Secretary (cashier) of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Vice President and Secretary (cashier) of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(Notary Seal) Patricia Goosby

"OFFICIAL SEAL"
PATRICIA GOOSBY
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Oct. 26, 2007

Notary Public, HINSDALE, Illinois

My commission expires 10/26/2007

WISCONSIN
KEITH A. KINDRED
S-2082
HARTLAND, WI
LAND SURVEYOR

2-09-06

PROJECT NO. 14633 THIS INSTRUMENT DRAFTED BY DANIEL E. BEDNAR SHEET 4 OF 4

EXHIBIT C

Department of Community Development & Inspections
625 52nd Street - Room 308
Kenosha, Wisconsin 53140
phone - 262.653.4030 or fax 262.653.4045

Conditional Use Permit Approval

Project Name:	Sagewood Apartments	***Date:*** March 10, 2014
Location:	7601 to 7617 70th Avenue	
Project Description:	A new 70-unit apartment complex	
Issued to:	William Bodner Bodner Property Management 11514 N. Port Washington Road - Suite 1 Mequon, WI 53092	
Architect/ Engineer/ Contractor: *(if applicable)*		
Approval Dates:	**Common Council – September 16, 2013** **Community Development & Inspections – N/A**	

- **Conditions of approval (see attachment)**
- **Approval shall be void if a building permit is not obtained by *March 16, 2014***

Any questions regarding the approved Conditional Use Permit should be directed to me at 262.653.4049 or via email at bwilke@kenosha.org.

B. R

Brian Wilke
Development Coordinator
Community Development & Inspections

c: Shelley Billingsley, Director of Engineering, Public Works
Mike Callovi, Planning Technician, Community Development & Inspections
Mike Higgins, Assessor
Michael Moore, Commercial Building Inspector, Community Development & Inspections
Jeffrey B. Labahn, Director, Community Development & Inspections
Mike Lemens, Director, Public Works
John W. Morrissey, Chief, Police Department
Gail Rohde, Counter Clerk, Community Development & Inspections
Patrick Ryan, Division Chief, Fire Prevention Bureau
Ed St. Peter, General Manager, Kenosha Water Utility
Debra Salas, City Clerk-Treasurer

EXHIBIT C

Project Name:	Sagewood Apartments	*Date:* March 10, 2014
Location:	7601 to 7617 70th Avenue	

Conditions of Approval

1. The following conditions of approval will run with the land and shall be included in a document recorded with the Kenosha County Register of Deeds:
   a. The applicant shall obtain all required construction permits from the Department of Community Development & Inspections. This includes, but is not limited to Erosion Control, Building, Plumbing, Electrical and Occupancy permits.

   b. The applicant shall obtain a Driveway, Sidewalk, Street Opening and Parking Lot permit from the Department of Public Works.

   c. All signs shall comply with Chapter 15 of the Code of General Ordinances and the applicant shall obtain sign permits for all new signs. A separate submission and permits are required for all signs. Sign information provided under the Conditional Use Permit is for reference only and does not constitute sign permit approval.

   d. The development shall be constructed per the approved plans on file with the Department of Community Development & Inspections, Room 308, 625 52nd Street, Kenosha, WI 53140. Any changes to the approved plans shall require an amendment to the Conditional Use Permit. All changes shall be submitted to the Department of Community Development & Inspections for review and approval.

   e. Prior to the issuance of any Occupancy permits, all parking areas, drives, designated paved areas and 70th Avenue shall have the initial lift of asphalt installed. The building exterior shall be completed per the approved plans, the exterior lighting shall be installed and the Conditional Use Permit shall be recorded with the Kenosha County Register of Deeds. All improvements indicated on the plans, including landscaping, shall be installed prior to the issuance of a final Occupancy permit. The recording fees for the Conditional Use Permit shall be submitted by the applicant.

   f. Compliance with City and State and/or Federal Codes and Ordinances and any Conditions noted in the recorded Developers Agreement. The buildings shall comply with the current Code standards in effect upon application for a building permit.

   g. All trash containers shall be stored within the enclosure or building. The applicant/owner shall be responsible for waste collection and removal for the development. The City of Kenosha shall not provide waste collection or removal services or incur any cost in this regard.

   h. The applicant shall meet all applicable Conditions of Approval and obtain a building permit within six (6) months of the Common Council approval. Building permits for all other buildings shall be obtained within two (2) years of the Common Council approval or the Conditional Use Permit shall be null and void.

   i. All vehicles shall be parked within the designated paved areas.

   j. All improvements, including landscaping, shall be maintained per the approved plans. Any damaged fencing, landscaping or building shall be replaced or reconstructed per the approved plans.

   k. 75th Place cross access shall be maintained to adjacent parcels.

EXHIBIT F

Document Number	Document Title
	STORMWATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT FOR STORMWATER MAINTENANCE FACILITIES BETWEEN THE CITY OF KENOSHA, WISCONSIN, AND WAB HOLDINGS 70, LLC

Return to:

Office of the City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, WI 53140

03-122-10-226-052
Parcel Identification Number

STORMWATER MANAGEMENT PRACTICES
MAINTENANCE AGREEMENT FOR STORMWATER
MAINTENANCE FACILITIES

Between

THE CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation,

And

WAB HOLDINGS 70, LLC
A Wisconsin Limited Liability Company

THIS AGREEMENT, effective as of the last date of execution is entered into between the City of Kenosha, Wisconsin, a municipal corporation duly organized and existing under the laws of the State of Wisconsin ("CITY") and WAB Holdings 70, LLC, a Wisconsin limited liability company with principal offices located at 11514 N. Port Washington Road, Suite 1, Mequon, Wisconsin, 53092 ("OWNER"), collectively referred to as the Parties.

W I T N E S S E T H:

WHEREAS, WAB Holdings 70, LLC is the owner of real estate legally described on Exhibit A and shown as Lot 2 on Certified Survey Map No. 2527 attached as Exhibit B situated in the City of Kenosha, County of Kenosha, State of Wisconsin, hereinafter referred to as "REAL ESTATE"; and,

WHEREAS, the CITY, the OWNER, and the OWNER'S successors and assigns, including any owners' association, agree that the health, safety and welfare of the residents of the City of Kenosha, Wisconsin, require that stormwater drainage facilities located within REAL ESTATE or any easement within REAL ESTATE, including pipes P-1 through P-23, retention/detention basins, outlet structures, and spillways, as shown on Exhibit B and the plans approved as part of the Development Agreement (hereinafter "Stormwater Management Facilities") be designed, constructed and maintained to properly manage stormwater runoff in accordance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time, the Conditional Use Permit, the Development Agreement and this Agreement; and

WHEREAS, the CITY requires that the Stormwater Management Facilities are adequately maintained by the OWNER and the OWNER'S successors and assigns, including any

owners' association, in accordance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time, the Conditional Use Permit, the Development Agreement and this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements of the Parties, CITY and OWNER agree as follows:

1. The OWNER and the OWNER'S successors and assigns, including any owners' association, shall regularly inspect the Stormwater Management Facilities as often as conditions require, but in any event at least twice each year. The Operation and Maintenance Report attached to this Agreement as Exhibit C, and by this reference made a part hereof, shall be used for the purpose of the regular inspections of the Stormwater Management Facilities. The OWNER and the OWNER'S successors and assigns, including any owners' association, shall keep the Operation and Maintenance Reports from past inspections, as well as a log of maintenance activity indicating the date and type of maintenance completed for a period of three (3) years following such inspection or maintenance. The Operation and Maintenance Reports and the Maintenance Log shall be made available to the City Stormwater Utility for review. The purpose of the inspections is to assure safe and proper functioning of the Stormwater Management Facilities. The inspections shall cover all Stormwater Management Facilities including, but not limited to, berms, outlet structures, basin areas and access roads. Any deficiencies shall be noted in the Operation and Maintenance Report.

2. The OWNER and the OWNER'S successors and assigns, including any owners' association, shall adequately maintain all Stormwater Management Facilities, including, but not limited to, all pipes and channels built to convey stormwater to the Stormwater Management Facilities, as well as all structures, improvements and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as keeping the Stormwater Management Facilities in good working condition so that the Stormwater Management Facilities are performing their design functions and are maintained in accordance with the Stormwater Maintenance Standards attached to this Agreement as Exhibit D, and by this reference made a part hereof ("Maintenance Standards").

3. The OWNER and the OWNER'S successors and assigns, including any owners' association, hereby grant permission to the CITY, its authorized agents and employees, to enter upon the REAL ESTATE to inspect the Stormwater Management Facilities whenever the CITY deems necessary. The purpose of inspection is to determine compliance with Chapter XXXVI of the Code of General ordinances for the City of Kenosha, as may be amended from time to time, and this Agreement. The Director of the CITY Stormwater Utility, or designee thereof, shall provide the OWNER and the OWNER'S successors and assigns, including any owners' association, copies of the inspection findings and a directive to commence with

corrective actions, if necessary. Corrective actions shall be taken within a reasonable time frame as established by the Director of the CITY Stormwater Utility.

4. If the OWNER or the OWNER'S successors and assigns, including any owners' association, fails to maintain the Stormwater Management Facilities in good working condition such that the Stormwater Management Facilities are not performing their designed control of the quantity and quality of stormwater acceptable to the Director of the CITY Stormwater Utility, or designee thereof, and does not perform the required corrective actions in the specified time, the CITY may take one or more of the following actions:

a. Issue a citation to the OWNER or the OWNER'S successors and assigns under Section 36.13 of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time.

b. Perform the corrective actions identified in the Inspection Report and assess the OWNER or the OWNER'S successors and assigns, including any owners' association, for the cost of such work and all administrative costs associated with performing such work. The cost of such work shall be assessed against the REAL ESTATE as a special charge pursuant to Section 66.0627, Wisconsin Statutes. This provision shall not be construed to allow the CITY to erect any structure of a permanent nature on the land of the OWNER outside of the easement area for the Stormwater Management Facilities. It is expressly understood and agreed that the CITY is under no obligation to routinely maintain or repair the Stormwater Management Facilities, and in no event shall this Agreement be construed to impose any such obligation on the CITY.

c. Revoke the Stormwater Quality Credit and/or Stormwater Quantity Credit as defined in Chapter VIII of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time, until OWNER submits a revised Operation and Maintenance Report or a minimum of one (1) year.

5. The OWNER and the OWNER'S successors and assigns, including any owners' association, will perform the work necessary to keep the Stormwater Management Facilities in good working order, as appropriate. The minimal amount of maintenance required to be performed on the Stormwater Management Facilities shall be in accordance with the Maintenance Standards attached as Exhibit D which may be amended from time to time.

6. In the event CITY, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials and the like, the OWNER and the OWNER'S successors and assigns, including any owners' association, shall reimburse the CITY within thirty (30) days of receipt of written demand for payment of all actual costs incurred by the CITY hereunder.

7. Under this Agreement, CITY assumes no responsibility or any liability in the event the Stormwater Management Facilities on the REAL ESTATE fail to operate properly and OWNER and the OWNER'S successors and assigns, including any owners' association, shall indemnify, defend and hold harmless CITY, its officers, employees and agents against any such claims.

8. This Agreement shall be attached as an exhibit to any document which creates an owners' association that is responsible for maintenance of the Stormwater Management Facilities, shall be recorded at the Kenosha County Register of Deeds, shall constitute a covenant running with the land, and shall be binding on the OWNER and the OWNER'S administrators, executors, assigns, heirs and any other successors in interest, including any owners' association. The OWNER shall provide the Director of the CITY Stormwater Utility with a copy of any document which creates an owners' association that is responsible for maintaining the Stormwater Management Facilities..

9. All notices, requests, demands and other matters required to be given, or which may be given hereunder, shall be in writing and shall be deemed given when delivered in person or when deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, or equivalent private delivery service, addressed to the respective Party at the addresses stated below:

a. **OWNER:**

WAB HOLDINGS 70, LLC
William Bodner, Managing Member
11514 N. Port Washington Road
Mequon, Wisconsin 53092

With copies to:

David C. Keating, Esq.
Walsh & Keating, S.C.
1505 Wauwatosa Avenue
Wauwatosa, WI 53213

b. **CITY:**

City Clerk/Treasurer
City of Kenosha
625 52nd Street, Room 105
Kenosha, Wisconsin 53140

With copies to:

Director, Stormwater Utility
City of Kenosha
625 52nd Street, Room 305
Kenosha, Wisconsin 53140

and

Office of the City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, Wisconsin 53140

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

11. Nothing contained herein shall be deemed to be a dedication of the Stormwater Management Facilities on the REAL ESTATE to the public. OWNER reserves all rights to use the REAL ESTATE for all purposes not inconsistent with the rights granted to the CITY herein or in that certain Permanent Storm Sewer and Detention Pond Easement and Agreement by and between the OWNER and CITY in connection with the Stormwater Management Facilities.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the dates below given.

CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation,

BY:_____
KEITH G. BOSMAN, Mayor

Date:_____

BY:_____
DEBRA SALAS, City Clerk/Treasurer

Date:_____

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2014, KEITH G. BOSMAN, Mayor, and DEBRA SALAS, City Clerk/Treasurer, of the CITY OF KENOSHA, WISCONSIN, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the Agreement of said corporation, by its authority.

_____
Notary Public, Kenosha County, Wisconsin
My Commission expires/is:_____

WAB HOLDINGS 70, LLC
A Wisconsin Limited Liability Company

By:_____
WILLIAM BODNER, Managing Member

Date:_____

STATE OF WISCONSIN)
:SS
COUNTY OF)

Personally came before me this _____ day of _____, 2014, WILLIAM BODNER, Managing Member of WAB HOLDINGS 70, LLC, a Wisconsin limited liability company, to me known to be such managing member of said limited liability company, and acknowledged to me that he executed the foregoing instrument as such officer as the agreement of said limited liability company, by its authority.

Drafted By:

JONATHAN A. MULLIGAN
Assistant City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, Wisconsin 53140

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot 2, Certified Survey Map No. 2527, recorded with the Kenosha County Register of Deeds on June 6, 2006 as Document No. 1482509, being a part of the Northwest ¼ of the Northwest ¼ of Section 10, Town 1 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin.

EXHIBIT B

FORM NO 985-A
HCMiller
Stock No. 26273

Doc. #: 1482509
Rec'd : 6/6/06

CERTIFIED SURVEY MAP NO. 2527

BEING A PART OF THE NW 1/4 OF THE NW 1/4 OF SEC. 10, T.01N., R.22E., CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

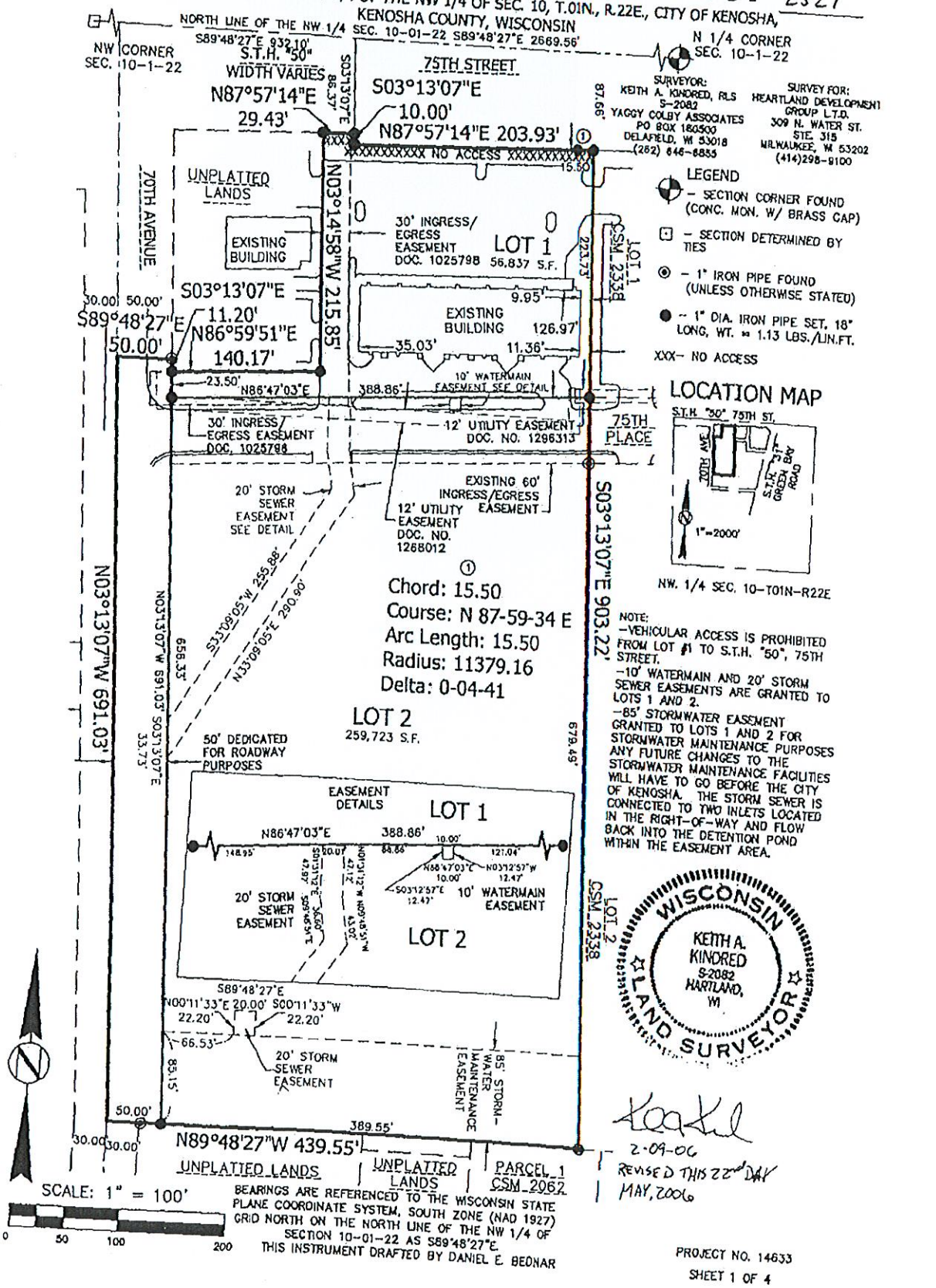


EXHIBIT B

FORM NO. 985-A

HCMuller

Stock No. 26273

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NW 1/4 OF THE NW 1/4 OF SEC. 10, T.01N., R.22E., CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, Keith A. Kindred, Registered Land Surveyor hereby certify;

That I have surveyed, divided and mapped all that being a part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 1 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin.

Commencing at the Northwest corner of the said Section 10; thence S.89°48'27"E., along the north line of the said Northwest 1/4, a distance of 932.10 feet; thence S.03°13'07"E., a distance of 86.37 feet to the point of beginning of the hereinafter described lands; thence continue S.03°13'07"E. along said line, a distance of 10.00 feet; thence N.87°57'14"E., a distance of 203.93 feet; thence 15.50 feet along the arc of a curve to the left, whose radius is 11,379.16 feet and whose chord bears N.87°59'34"E., a distance of 15.50 feet; thence S.03°13'07"E., a distance of 903.22 feet; thence N.89°48'27"W., a distance of 439.55 feet; thence N.03°13'07"W., a distance of 691.03 feet; thence S.89°48'27"E., a distance of 50.00 feet; thence S.03°13'07"E., a distance of 11.20 feet; thence N.86°59'51"E., a distance of 140.17 feet; thence N.03°14'58"W., a distance of 215.85 feet; thence N.87°57'14"E., a distance of 29.43 feet to the point of beginning. Said lands contain 354,050 square feet (8.13 acres).

That I have made such survey, land division and plat by the direction of Heartland Development Group L.T.D., owner of said lands.

That such survey is a correct representation of all the exterior boundaries of the lands surveyed and the division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and the subdivision regulations of the City of Kenosha in surveying, dividing and mapping the same.

Dated this 9th day of February, 20 06.

Keith A. Kindred, RLS 2082

REVISED THIS 4th DAY OF APRIL, 2006

WISCONSIN KEITH A. KINDRED S-2082 HARTLAND, WI LAND SURVEYOR

CITY OF KENOSHA COMMON COUNCIL APPROVAL CERTIFICATE:

Approved by the Common Council on this _____ day of _____, 20__.

~~John M. Antaramian, Mayor~~ Ronald Frederick, Acting Mayor

Michael Higgins, Clerk

PROJECT NO. 14633 THIS INSTRUMENT DRAFTED BY DANIEL E. BEDNAR SHEET 2 OF 4

EXHIBIT B

FORM NO 985-A

HCMiller

Stock No. 26273

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NW 1/4 OF THE NW 1/4 OF SEC. 10, T.01N., R.22E., CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

Heartland Development Group L.T.D., a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

Heartland Development Group L.T.D. does further certify that this plat is required by S236.10 or S236.12 to be submitted to the following for approval or objection:

City of Kenosha

IN WITNESS WHEREOF, said Heartland Development Group L.T.D., has caused these presents to be signed by Robert Patch, its President, at Milwaukee Wisconsin, and its corporate seal to be hereunto affixed on this 5th day of April, 2006

In Presence of:

Robert Patch, President

STATE OF WISCONSIN)
Milwaukee COUNTY) SS

Personally came before me this 5th day of April 20 06 the above named Robert Patch, President, of the above named corporation, to me known to be such President of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

NOTARY PUBLIC DEVON M. WICHELT STATE OF WISCONSIN

Notary Public

Milwaukee County, Wisconsin

My Commission Expires 2/14/2010

WISCONSIN KEITH A. KINDRED S-2082 HARTLAND, WI LAND SURVEYOR

2-09-06

Revised 4-04-06

PROJECT NO. 14633 THIS INSTRUMENT DRAFTED BY DANIEL E. BEDNAR SHEET 3 OF 4

EXHIBIT B

FORM NO 985-A

HCMiller

Stock No. 26273

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NW 1/4 OF THE NW 1/4 OF SEC. 10, T.01N., R.22E., CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

CONSENT OF CORPORATE MORTGAGEE:

Charter One Bank N.A., a corporation duly organized and existing under and by virtue of the laws of the State of Illinois, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat, and does hereby consent to the above certificate of Heartland Development Group L.T.D., Owner.

IN WITNESS WHEREOF, said Charter One Bank N.A. has caused these presents to be signed by Jason Welch, its Vice President, and countersigned by Julie Wireman, its Secretary (cashier) at Hinsdale, Illinois, and its corporate seal to be hereunto affixed this 12th day of April, 20 06

In presence of:

_____ _____ (Corporate Seal)

Corporate Name Countersigned

Vice President Secretary (Cashier)

STATE OF Illinois)
DUPAGE COUNTY) SS)

Personally came before me this 12TH day of APRIL, 20 06, the above named JASON WELCH, Vice President, and JULIE WIREMAN, Secretary (cashier) of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Vice President and Secretary (cashier) of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(Notary Seal) Patricia Goosby

Notary Public, HINSDALE, Illinois

"OFFICIAL SEAL"
PATRICIA GOOSBY
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Oct. 26, 2007

My commission expires 10/26/2007

WISCONSIN
KEITH A. KINDRED
S-2082
HARTLAND, WI
LAND SURVEYOR

2-09-06

PROJECT NO. 14633 THIS INSTRUMENT DRAFTED BY DANIEL E. BEDNAR SHEET 4 OF 4

Exhibit C
Operation and Maintenance Report

Owner: _____ Phone No.: _____
Parcel No.: _____ Address: _____
City: _____ State: _____
Zip: _____ Contact Name: _____

Date of Inspection (mm/dd/yy): _____ Inspection ☐ 6 Month ☐ Other _____

Time of Inspection Start: _____ End: _____ Name of Individual Performing Inspection (please print): _____

Weather Conditions during Inspection: _____

Stormwater Facility Inspection

Condition	Good	Bad	Requires Maintenance	Notes: (Condition / Corrective Action)
General Site Conditions				
Greenspace				
Curb & Gutter				
Catch Basins				
Stormsewer				
Gutters/Downspouts				
Wet Detention Basin				
Outlet Structure Condition				
Next Structure Downstream				
Mowing (Monthly or >6")				
Condition of Plantings				
Condition of Water Plants				
Erosion				
Invasive Plants	Yes	No		
	-	-	Sediment Level	
Sediment Level				
Dredging Required	Yes	No		

Signature of Inspector _____ Date _____
Signature of Owner _____ Date _____

Exhibit D

Storm Water Maintenance Standards – Reference Only

1. Greenspace: Vegetation shall be maintained to prevent erosion caused by stormwater runoff. An inspection shall be made at least every 6 months. If vegetation is no longer in good condition it shall be replanted.

2. Curb & Gutter: All curb and gutter shall be inspected every 6 months. This inspection shall include the condition of the gutter and the cleanliness of the gutter. This shall be maintained to allow for proper drainage of the area.

3. Storm Sewer: All storm sewers shall be inspected once a year. This inspection shall include the condition of the main line storm sewers to ensure that the system is functioning according to the design requirements.

4. Catch Basins and inlets: All catch basins and inlets shall be inspected every 6 months and periodically cleaned to remove accumulated sediment.

5. Gutters and Downspouts: All building's gutters and downspouts shall be inspected every 6 months and periodically cleaned to remove accumulated sediment.

6. Detention Basins – General

    a. Wet Detention Basins

        1. Outlet Structure Maintenance: Trash grates shall be examined for debris accumulation after any storm that has significant runoff (observed flow in street gutters). Any debris on the trash grate shall be removed and disposed of offsite. If debris passing the trash grate or vandals attempting to plug the outlet is a problem, then revisions should be made in the trash grate. Any time a trash grate needs replacement, the replacement grate must be constructed of stainless steel. Any blockage of the basin outlet must be addressed immediately. Blockage of the lower stages of the outlet structure must be cleared within 48 hours to avoid substantial die-off of the flooded grass areas.

        2. Downstream Stormwater Conveyance: Upon detection of storm water failing to completely drain down to the basin discharge elevation, an investigation shall be made to determine the cause. Any obstruction or sediment buildup in the downstream pipes or drainage-way must be

removed within 30 days and any damage to the basin such as wave terraces or grass die-off due to the water back up shall be repaired.

3. Mowing: At no time shall the detention basin be mowed when the bottom or side slopes are still soft after recent storage of storm water. Any ruts created by mowing shall be graded closed or filled with topsoil, seeded, and covered with a tackifier type mulch within one week of the damage. The type of mower used shall be such that a mulch type grass clipping is produced. Grass cut only at the ground level, such as with a sickle bar, tends to be carried to the outlet by storm water where it plugs the trash grate. Any vegetation growing at the edge of a permanent pond shall not be mowed since this ruts the edge of the pond and puts debris in the water. Any undesirable vegetation around the permanent pond should be removed mechanically and in accordance with DNR regulations and guidelines.

4. Maintenance of Plantings: All planting of trees and bushes shall be maintained in good condition. An examination of the plantings shall be made each Spring and Fall and any dead trees or bushes replaced at that time. The replacement shall be in kind or with a suitable species approved by the City Forester. All planting shall receive regular watering during the first few years until they become well established. Mulch beds shall be maintained around the plantings to discourage the growth of weeds and to conserve moisture. The area immediately around the plantings shall be kept free of weeds by pulling or weed whipping each time the grass is mowed. Bushes mowed off or tree bark girdled by the mowing equipment shall be replaced by a specimen of similar size.

5. Erosion: Any area bare of suitable vegetation shall, within 30 days of discovery or the onset of suitable weather, have any erosion repaired, filled with three inches of topsoil, seeded, and covered with a tackifier type mulch. On slopes of 10 to 1 or greater the repair shall be covered with turf reinforcement before placement of the top two inches of topsoil.

6. Invasive plant species: Invasive plant species such as purple loose strife or canary reed grass shall not be allowed to become established in the detention basin. At the detection of such species a control program shall be established and progress in their control shall be included in the yearly report.

7. Use of chemicals: No fertilizer or weed killer shall be used with the detention basin parcel.

8. Alterations to the detention basin: No alterations may be made to the detention basin in the way of grading, additional discharges to the basin, plantings etc without permission from the Storm Water Utility.

9. Control of water plants: Some water plants are desirable as they provide a balance environment for aquatic life and aid in the removal of nutrients from the storm water. Growth along the edge of the pond stabilizes the shoreline against erosion and discourages geese from using the pond. Excessive growth should be controlled by mechanical removal of the plants. Any use of chemicals in the pond must be in conformance with DNR regulations and guidelines and receive prior approval from the Kenosha Stormwater Utility. If the shoreline erodes due to lack of proper stabilization some other means of protection such as the placement of boulders will be required. The control of algae is not a required maintenance item since the objection to algae is mainly based on esthetics.

10. Sediment removal: Soundings shall be taken every 8 years after construction or dredging of the basin and then in 5 year intervals or at intervals agreed upon by the City based on the rate of sediment accumulation in the basin. When the average water depth of the permanent pool is 3.5 feet the entire basin will need to be dredged or excavated to a depth of a minimum of 5 feet.

7. Initial Detention Basin Maintenance: Prior to the issuance of any Temporary Certificate of Occupancy for any improvements within REAL ESTATE, Items 6.a.1., 3., 4., 5., 6. and 9. above must be completed and an Operation and Maintenance Report must be submitted to the City along with an as-built plan showing the above and below water contours of the detention basin. If the average depth of the detention basin is less than 3.5 feet, the detention basin must be dredged or excavated to a depth of a minimum of 5 feet prior to the issuance of any Temporary Certificate of Occupancy. If the average depth of the detention basin is greater than 3.5 feet, a proposed schedule for future soundings is required to be submitted to and approved by the City prior to the issuance of any Temporary Certificate of Occupancy for any improvements within REAL ESTATE.

EXHIBIT G

Document Number	Document Title
	PERMANENT STORM SEWER AND DETENTION POND EASEMENT & AGREEMENT BETWEEN WAB HOLDINGS 70, LLC AND THE CITY OF KENOSHA, WISCONSIN

This space is reserved for recording data

Return to:

Office of the City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, WI 53140

03-122-10-226-052
Parcel Identification Number

PERMANENT STORM SEWER AND DETENTION POND
EASEMENT & AGREEMENT

Between

WAB HOLDINGS 70, LLC
A Wisconsin Limited Liability Company

And

THE CITY OF KENOSHA
A Municipal Corporation

This Permanent Storm Sewer and Detention Pond Easement and Agreement ("Easement and Agreement") effective as of the last date of execution is entered into between WAB Holdings 70 LLC, a Wisconsin limited liability company with principal offices located at 11514 N. Port Washington Road, Suite 1, Mequon, Wisconsin, 53092 ("Grantor") and the City of Kenosha, a municipal corporation duly organized and existing under the laws of the State of Wisconsin ("Grantee").

Grantor is the owner of real estate legally described on Exhibit A and shown as Lot 2 on Certified Survey Map No. 2527 attached as Exhibit B situated in the City of Kenosha, County of Kenosha, State of Wisconsin, hereinafter referred to as "Real Estate."

Grantor, in consideration of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions below provided, does hereby grant to Grantee a permanent easement, in, to and under and across that certain portion of the Real Estate legally described and shown on Exhibit C (the "Easement Area") to install, construct, expand, replace, maintain, and repair storm sewer, stormwater ponds and appurtenances as described in the executed Development Agreement and the Stormwater Management Practices Maintenance Agreement for Stormwater Maintenance Facilities, copies of which are on file with the City of Kenosha Department of Community Development and Inspections and the Department of Public Works, (hereinafter "Permitted Work") for the purposes of conveying and detaining storm sewerage over, across, through, and under the Real Estate, together with the right to, within the Easement Area, excavate and refill ditches and/or trenches, install appurtenances, and the further right to, within the Easement Area, remove trees, bushes, undergrowth, and remove other structures and obstructions interfering with the Permitted Work.

Grantor shall have and retain all other rights not granted to Grantee to the use and occupancy of the Easement Area, provided that, except as set forth in the plans approved as part of the executed Development Agreement, no structure, landscaping or paving shall be erected or placed over or

upon the Easement Area without the advance, written approval of the Director of Public Works of the City of Kenosha, and then subject to reasonable conditions, such as, but not limited to, replacement or removal of authorized improvements at the cost of Grantor, when required by Grantee. Unauthorized improvements on the Easement Area by Grantor are subject to removal by Grantee.

For the purpose of performing Permitted Work, Grantee shall have the right to enter and pass over and use the Real Estate and the lands of Grantor reasonably adjacent thereto for the temporary transportation, laying down, and storage of materials, backfill, tools and equipment, the depositing and removal of excavated materials, and for other purposes incidental to the Permitted Work. Upon completion of Permitted Work, restoration of the Easement Area by the Grantee shall be limited to backfilling ditches and/or trenches, topsoil, seeding and debris removal. Upon completion of Permitted Work, Grantor, at Grantor's cost and expense, shall be responsible for all other restoration including restoration of any fencing, any concrete and asphalt surfaces or any other structures within the Easement Area and surrounding property to the condition prior to such Permitted Work.

This Easement and Agreement shall run with the land and be binding upon the heirs, successors and assigns of the parties hereto. However, this Easement and Agreement shall not take effect until it is fully executed by the Grantor and Grantee. Each person who executes this Easement and Agreement certifies that they are acting within the scope of their respective authority in doing so.

This Easement and Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. Grantor, Grantee and their respective successors and assigns shall have all rights to enforce this Easement and Agreement at law or in equity.

SIGNATURE PAGES FOLLOW

GRANTOR:

WAB HOLDINGS 70, LLC
A Wisconsin Limited Liability Company

By: _____
WILLIAM BODNER, Managing Member

Date:_____

STATE OF WISCONSIN)
:SS
COUNTY OF)

Personally came before me this _____ day of _____, 2014, WILLIAM BODNER, Managing Member of WAB HOLDINGS 70, LLC, a Wisconsin limited liability company, to me known to be such managing member of said limited liability company, and acknowledged to me that he executed the foregoing instrument as such officer as the agreement of said limited liability company, by its authority.

_____
Notary Public, _____County, WI
My Commission expires/is:_____

GRANTEE:

THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation

BY: _____
KEITH G. BOSMAN, Mayor

Date:_____

BY: _____
DEBRA SALAS, City Clerk/Treasurer

Date:_____

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2014, KEITH G. BOSMAN, Mayor, and DEBRA SALAS, City Clerk/Treasurer of the CITY OF KENOSHA, WISCONSIN, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said municipal corporation, by its authority.

_____
Notary Public, Kenosha County, WI.
My Commission expires/is:_____

DRAFTED BY:
Jonathan A. Mulligan
Assistant City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, Wisconsin 53140

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot 2, Certified Survey Map No. 2527, recorded with the Kenosha County Register of Deeds on June 6, 2006 as Document No. 1482509, being a part of the Northwest ¼ of the Northwest ¼ of Section 10, Town 1 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin.

EXHIBIT B

FORM NO 985-A

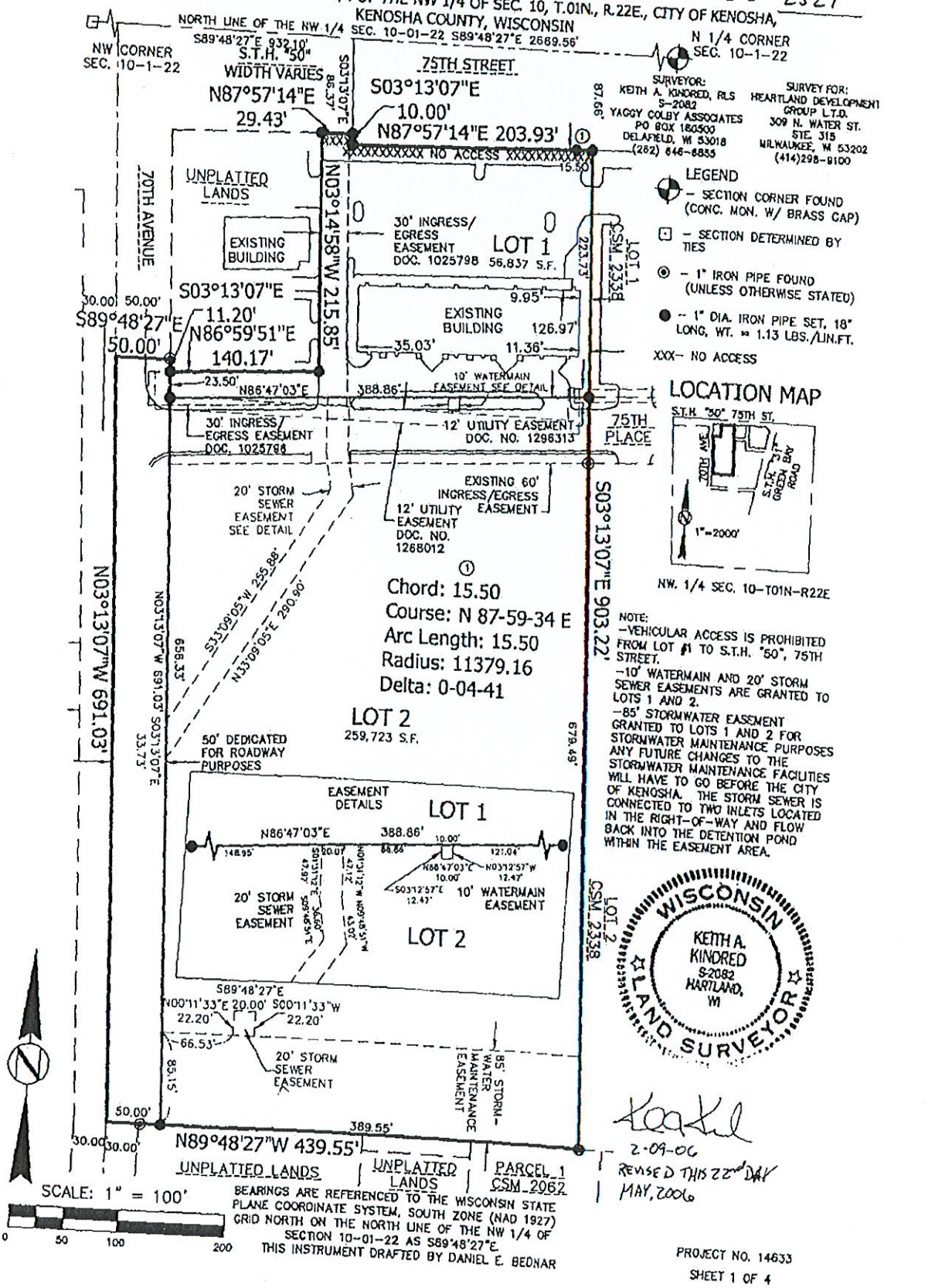
HCMiller

Stock No. 26273

Doc. #: 1482509
Rec'd : 6/6/06

CERTIFIED SURVEY MAP NO. 2527

BEING A PART OF THE NW 1/4 OF THE NW 1/4 OF SEC. 10, T.01N., R.22E., CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN



NOTE:
-VEHICULAR ACCESS IS PROHIBITED FROM LOT #1 TO S.T.H. "50", 75TH STREET.
-10' WATERMAIN AND 20' STORM SEWER EASEMENTS ARE GRANTED TO LOTS 1 AND 2.
-85' STORMWATER EASEMENT GRANTED TO LOTS 1 AND 2 FOR STORMWATER MAINTENANCE PURPOSES ANY FUTURE CHANGES TO THE STORMWATER MAINTENANCE FACILITIES WILL HAVE TO GO BEFORE THE CITY OF KENOSHA. THE STORM SEWER IS CONNECTED TO TWO INLETS LOCATED IN THE RIGHT-OF-WAY AND FLOW BACK INTO THE DETENTION POND WITHIN THE EASEMENT AREA.

2-09-06
REVISED THIS 22nd DAY MAY, 2006

BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 1927) GRID NORTH ON THE NORTH LINE OF THE NW 1/4 OF SECTION 10-01-22 AS S89°48'27"E.

THIS INSTRUMENT DRAFTED BY DANIEL E. BEDNAR

PROJECT NO. 14633
SHEET 1 OF 4

EXHIBIT B

FORM NO. 985-A

HCMuller

Stock No. 26273

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NW 1/4 OF THE NW 1/4 OF SEC. 10, T.01N., R.22E., CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, Keith A. Kindred, Registered Land Surveyor hereby certify:

That I have surveyed, divided and mapped all that being a part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 1 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin.

Commencing at the Northwest corner of the said Section 10; thence S.89°48'27"E., along the north line of the said Northwest 1/4, a distance of 932.10 feet; thence S.03°13'07"E., a distance of 86.37 feet to the point of beginning of the hereinafter described lands; thence continue S.03°13'07"E. along said line, a distance of 10.00 feet; thence N.87°57'14"E., a distance of 203.93 feet; thence 15.50 feet along the arc of a curve to the left, whose radius is 11,379.16 feet and whose chord bears N.87°59'34"E., a distance of 15.50 feet; thence S.03°13'07"E., a distance of 903.22 feet; thence N.89°48'27"W., a distance of 439.55 feet; thence N.03°13'07"W., a distance of 691.03 feet; thence S.89°48'27"E., a distance of 50.00 feet; thence S.03°13'07"E., a distance of 11.20 feet; thence N.86°59'51"E., a distance of 140.17 feet; thence N.03°14'58"W., a distance of 215.85 feet; thence N.87°57'14"E., a distance of 29.43 feet to the point of beginning. Said lands contain 354,050 square feet (8.13 acres).

That I have made such survey, land division and plat by the direction of Heartland Development Group L.T.D., owner of said lands.

That such survey is a correct representation of all the exterior boundaries of the lands surveyed and the division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and the subdivision regulations of the City of Kenosha in surveying, dividing and mapping the same.

Dated this 9th day of February, 20 06.

Keake

Keith A. Kindred, RLS 2082

REVISED THIS 4th DAY OF APRIL, 2006

WISCONSIN KEITH A. KINDRED S-2082 HARTLAND, WI LAND SURVEYOR

CITY OF KENOSHA COMMON COUNCIL APPROVAL CERTIFICATE:

Approved by the Common Council on this _____ day of _____, 20__.

Ronald Frederick Michael Higgins

~~John M. Antaramian, Mayor~~ Ronald Frederick, Acting Mayor Michael Higgins, Clerk

PROJECT NO. 14633 THIS INSTRUMENT DRAFTED BY DANIEL E. BEDNAR SHEET 2 OF 4

EXHIBIT B

FORM NO 985-A

HCMiller

Stock No. 26273

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NW 1/4 OF THE NW 1/4 OF SEC. 10, T.01N., R.22E., CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

Heartland Development Group L.T.D., a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

Heartland Development Group L.T.D. does further certify that this plat is required by S236.10 or S236.12 to be submitted to the following for approval or objection:

City of Kenosha

IN WITNESS WHEREOF, said Heartland Development Group L.T.D., has caused these presents to be signed by Robert Patch, Its President, at Milwaukee Wisconsin, and its corporate seal to be hereunto affixed on this 5th day of April, 2006

In Presence of:

Robert Patch, President

STATE OF WISCONSIN)
Milwaukee COUNTY) SS

Personally came before me this 5th day of April 20 06 the above named Robert Patch, President, of the above named corporation, to me known to be such President of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

NOTARY PUBLIC DEVON M. WICHELT STATE OF WISCONSIN

Notary Public

Milwaukee County, Wisconsin

My Commission Expires 2/14/2010

WISCONSIN KEITH A. KINDRED S-2082 HARTLAND, WI LAND SURVEYOR

2-09-06

Revised 4-04-06

PROJECT NO. 14633 THIS INSTRUMENT DRAFTED BY DANIEL E. BEDNAR SHEET 3 OF 4

EXHIBIT B

FORM NO 985-A

HCMiller

Stock No. 26273

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NW 1/4 OF THE NW 1/4 OF SEC. 10, T.01N., R.22E., CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

CONSENT OF CORPORATE MORTGAGEE:

Charter One Bank N.A., a corporation duly organized and existing under and by virtue of the laws of the State of Illinois, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat, and does hereby consent to the above certificate of Heartland Development Group L.T.D., Owner.

IN WITNESS WHEREOF, said Charter One Bank N.A. has caused these presents to be signed by Jason Welch, its Vice President, and countersigned by Julie Wireman, its Secretary (cashier) at Hinsdale, Illinois, and its corporate seal to be hereunto affixed this 12th day of April, 20 06

In presence of:

_____ _____ (Corporate Seal)

Corporate Name Countersigned

Vice President Secretary (Cashier)

STATE OF Illinois)
DUPAGE COUNTY) SS)

Personally came before me this 12TH day of APRIL, 20 06, the above named JASON WELCH, Vice President, and JULIE WIREMAN, Secretary (cashier) of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Vice President and Secretary (cashier) of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(Notary Seal) Patricia Goosby

"OFFICIAL SEAL"
PATRICIA GOOSBY
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Oct. 26, 2007

Notary Public, HINSDALE, Illinois

My commission expires 10/26/2007

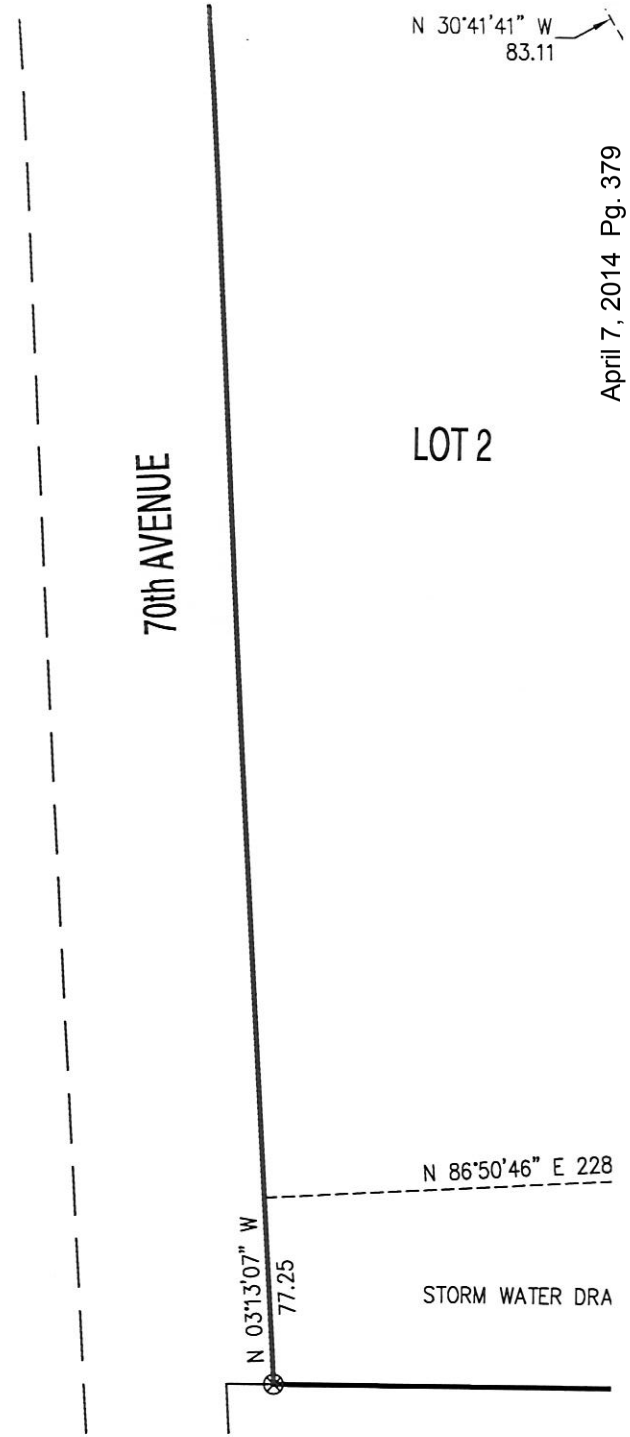
WISCONSIN
KEITH A. KINDRED
S-2082
HARTLAND, WI
LAND SURVEYOR

2-09-06

PROJECT NO. 14633 THIS INSTRUMENT DRAFTED BY DANIEL E. BEDNAR SHEET 4 OF 4

thence N86°50'46"E 228.62 feet; thence S56°03'32"E 21.45 feet; thence N03°11'25"W 100.25 feet; thence S86°46'35"W 59.95 feet; thence N03°13'25"W 367.60 feet; thence N30°41'41"W 83.11 feet; thence N01°31'12"W 50.74 feet to the North line of 75th Place and the point of beginning.
Containing 1.050 acres.

EXHIBIT C



Nielsen Madsen & Barber S.C.
Civil Engineers and Land Surveyors
1458 Horizon Blvd. Suite 200, Racine, Wisconsin 53406
Phone (262) 634-5588 * Facsimile (262) 634-5024 * Website nmbsc.net

Monday, March 31, 2014 10:31:25 AM

EXHIBIT D

SITE GRADING & EROSION CONTROL PLAN

EXHIBIT E

STORM SEWER PLAN

EXHIBIT H

STREET PLAN

EXHIBIT I

LIGHTING PLAN

EXHIBIT J

LANDSCAPING PLAN

These Exhibits are on file with the City of Kenosha, Department of Community Development & Inspections.

·Planning & Zoning

·Community Development

262.653.4030
262.653.4045 FAX
Room 308

·Building Inspections

·Property Maintenance

262.653.4263
262.653.4254 FAX
Room 100

DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS

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

Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

MEMO

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

FROM: Michael Maki, AICP, Community Development Specialist MM
Department of Community Development & Inspections

RE: Amendment to the 2014 Home Program Description

DATE: March 12, 2014

The HOME Program Commission recommended approval of the Amendment to the 2014 HOME Program Description at their meeting on March 3, 2014. The Amendment adds "New Construction of single family homes by a CHDO or sub-recipient" as an additional eligible HOME Program Activity. Sub-recipients would be required to be certified as a CHDO to build new homes.

A CHDO, or Community Housing Development Organization through the HOME Program, is only authorized to undertake new construction or rehab of housing units (owner-occupied or rental) and to provide financial assistance for purchasers of of HOME-assisted housing developed by a CHDO with HOME funds. The City's preference is to undertake projects that provide owner-occupied housing.

The City has until April 30, 2014 to certify a CHDO, or the City will lose access to the 2012 CHDO funds. Staff is currently working with Habitat for Humanity to certify the organization prior to the deadline. Habitat for Humanity's preference is to construct new homes through the HOME Program.

Habitat for Humanity has a pool of qualified buyers of homes through their program. These buyers are not bankable through traditional mortgages and are provided financing directly through Habitat for Humanity. Since a majority of the Habitat for Humanity clients may not be bankable, these buyers would not be competing against the existing City homes for sale.

Minutes from the HOME Program Commission meeting and a copy of the Amended 2014 HOME Program Description are attached for your reference.

A separate CHDO Agreement will be brought forward to the Finance Committee and Common Council in April if the Amendment is approved and a CHDO can be certified by Staff.

Please contact me at 653.4038 if you have any questions regarding the proposed amendment to the HOME Program Descriptions.

MM:kas
Attachment

HOME PROGRAM COMMISSION
Minutes
March 3, 2014

MEMBERS PRESENT: Alderperson Curt Wilson, Alderperson Anthony Kennedy, Anita Faraone, Ronald Frederick and Anderson Lattimore

MEMBERS EXCUSED: Alderperson Daniel Prozanski and Alderperson Tod Ohnstad

STAFF PRESENT: Mike Maki

The meeting was called to order at 5:00 p.m. by Alderperson Wilson and quorum was present.

A motion was made by Mr. Lattimore and seconded by Alderperson Kennedy to approve the minutes from December 2, 2013. The motion passed. (Ayes 5; Noes 0)

1. **Amendment to the 2014 HOME Program Description.**

Mike Maki, Community Development Specialist, said Staff is recommending additional language to the 2014 Program Description that would support new construction of homebuyer properties by a Community Housing Development Organization (CHDO) or sub-recipient. Staff is currently working with Habitat for Humanity to become a CHDO. Each year 15% of of the HOME funds are set aside for an eligible CHDO to use. These funds have not been used since 2010.

Mr. Frederick asked if funds must be used for new construction or rehabilitation. Mr. Maki said funds can be used for both, but Habitat prefers to use them for new construction.

Alderperson Kennedy asked how much money are we looking at? Mr. Maki said in 2009 and 2010 the funds were reserved for the CHIP Program. The funds have not be used since mid 2010 so there is approximately $300,000 available. Mr. Maki added that there are also CHDO operating funds to be used for Staff costs and other overhead expenses. The operating funds amount to just under $33,000.

A motion was made by Alderperson Kennedy and seconded by Mr. Frederick to approve the additional language to the Program Description.

Ms. Faraone asked about foreclosures in City of Racine and the Racine Habitat homes. Mr. Maki responded that he did not have that information and added the home owner would make their monthly payment to Habitat. These people would not quality for a loan to purchase a City home.

Alderperson Kennedy noted that the HOME Program Description currently offers support to four other types of activities that would help with the purchase of a home through a realtor.

Mr. Frederick said this is a splendid opportunity to partner with the Habitat organization and provide affordable housing.

The motion passed. (Ayes 5, Noes 0)

Public Comments

No public comments.

Commissioner Comments

No Commissioner comments.

Staff Comments

This Amendment will go to the Common Council for approval on March 20, 2014. There will be an Agreement between Habitat and the City, potentially on April 7, 2014 at a HOME Program Commission, Finance and Common Council agendas.

A motion to adjourn was made by Ms. Faraone and seconded by Alderperson Kennedy. The motion passed. (Ayes 5; Noes 0) The meeting adjourned at 5:17 p.m.

Meeting Minutes Prepared by: Kay Schueffner, Community Development & Inspections

HOME INVESTMENT PARTNERSHIP PROGRAM (HOME)
2014 PROGRAM DESCRIPTION

Use of Funds

The City of Kenosha intends to use its 2014 HOME funds for Program Administration and for eligible HOME Program activities as outlined below. Due to the current and ongoing instability in the housing market, the 2014 HOME Program Description is designed to allow flexibility in the allocation and commitment of funds to a variety of eligible HOME Program housing activities. However, the City will not be using any of its funding for tenant-based rental assistance, as rental assistance is already available through the Kenosha Housing Authority.

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

Program Administration

The City of Kenosha will use 10% of its 2014 HOME allocation for payment of administrative and planning costs of the HOME Program. These costs include the reasonable costs of overall program management, coordination, monitoring, and evaluation of HOME activities by the City of Kenosha. The City will also set aside 10% of eligible HOME Program Income for allowable HOME Program administrative costs.

City of Kenosha Eligible HOME Program Activities

The City of Kenosha may use available 2014 HOME allocation to support the following types of activities undertaken by the City, Community Housing Development Organizations (CHDOs), Sub-recipients or Private Developers:

A) Homeowner Rehabilitation
B) Home Buyer Purchase Assistance city-wide
C) Down Payment and/or Closing Cost Assistance Grant
D) Tenant-Based Rental Assistance (TBRA) for Elderly, Elderly Veteran and/or Elderly with Disabilities households
E) Acquisition and/or rehabilitation of homebuyer properties by a CHDO or sub-recipient.
F) New Construction of Single Family Homes by a CHDO or sub-recipient.

Community Housing Development Organizations (CHDOs)

The City of Kenosha is setting aside the minimum required 15% of its 2014 HOME funds for eligible CHDOs to undertake eligible HOME Program activities listed above.

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

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

HOME Program Income

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

Allocation of Anticipated HOME Program Entitlement and Program Income Funds: (2014 funds based on the 2013 allocation)

Activity		*Home Funding*	*Match Funding (25%)*
Administration	(2014 Funds)	$38,625.90	$0
Eligible Housing Activities	(2014 Funds)	$289,694.25	$72,423.56
CHDO Set-Aside	(2014 Funds)	$57,938.85	$14,484.71
TOTAL 2014 HOME FUNDING		***$386,259.00***	***$86,908.27***

Estimated 2014 HOME Program Income (5 houses @ $63,500, net proceeds at sale, less 10% Program Administration)	**$285,750**
Estimated Program Administration (10%)	**$31,750**
TOTAL ESTIMATED 2014 HOME PROGRAM INCOME FUNDING	***$317,500***

Home Sales Policy

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

HOMEBUYER APPLICANT REQUIREMENTS

Citizenship

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

Income

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

recent earnings statements.

Ability to Obtain Mortgage Financing

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

Down Payment Requirement and Down Payment Assistance

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

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

Down Payment Assistance for VA Loan Borrowers

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

Primary Residence and Owner Occupied Single Family Deed Restriction

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

Homebuyer Counseling Requirement

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

Mortgage Subordinations

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

A) By refinancing their first mortgage, the borrower will be able to lower their interest rate, monthly payment and/or loan term.

B) The borrower will be able to convert from an ARM to a fixed rate mortgage.

C) The borrower will be taking out an equity loan or refinancing for purposes of doing home improvements, purchasing a car or for college costs.

D) The City will require a 90% Loan to Value limit on equity loans, and a maximum of 125% Loan to Value limit on refinancing where the borrower is able to lower their interest rate, payment or loan term. The Loan to Value ratio will include the City's HOME second mortgage balance.

E) The City will use the Assessed Value as determined by the City Assessor's Office, Estimated Market Value consistent with valuation modules permitted by the first mortgage's loan program, or appraised value, whichever is higher, to determine the property value.

F) Closing costs and fees for the proposed refinancing loan or equity loan must be no more than 3% of the proposed new loan amount.

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

HOME PROGRAM ASSISTANCE TO BUYERS

Second Mortgage Purchase Assistance

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

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

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

Closing Cost Assistance

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

reduction for every year the homeowner resides in the home.

Recapture and Resale Provisions

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

Recapture Option

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

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

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

Affordability periods for home ownership assistance through the HOME Program

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

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

Resale Option

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

A) The new purchaser must meet HOME Program income eligibility requirements (annual adjusted income below 80% of Kenosha County median income for family size).

B) The new purchaser must occupy the property as their principal place of residence.

C) The sales price must be affordable to the new buyer.

D) Affordability is defined as: Monthly payment for principal, interest, taxes and insurance (PITI) cannot exceed 40% of the purchasers gross annual income.

E) The seller is entitled to a "fair return" on their investment upon sale of the property. "Fair Return" on investment for purposes of the City's HOME Program includes the homeowner's initial investment (first mortgage, down payment and closing costs) and any documented capital improvements to the property completed after the initial sale.

Enforcement of the Recapture or Resale Options

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

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

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

Matching Funds

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

Funding Reduction and Adjustment Based on Actual HUD Allocation

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

Applicability of this HOME Program Description

The 2014 HOME Program Description shall supersede any and all previous HOME Program Descriptions in regard to the purposes and use of HOME Program funds.

Approved by City of Kenosha HOME Program Commission: October 1, 2013

Approved by Common Council: November 4, 2013

CITY OF KENOSHA HOME SALES POLICY

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

Applicant Requirements

Applicants must meet the following requirements:

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

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

FOR FURTHER INFORMATION CONTACT

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

2014 HOME Program Review & Approval Schedule

Date	Activity
By 10/05/13	Publish Public Notice for City of Kenosha Consolidated Plan/Annual Plan for CDBG and HOME Funds and Activities with a 30 Day Comment Period
11/04/13	Finance Committee Review and Consideration of 2014 Annual Plan/Consolidated Plan and 2014 HOME Program Description (Public Hearing)
11/04/13	Common Council Review and Consideration of 2014 Annual Plan/Consolidated Plan and 2014 HOME Program Description

/u2/acct/cp/ckays/1HOME PROG/2014/ProgramDescription/2014-ProgDescip-022514.odt

·Planning & Zoning

·Community Development

262.653.4030
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DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS
Municipal Building · 625 52nd Street · Kenosha, WI 53140
www.kenosha.org

Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

MEMO

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

FROM: Michael Maki, AICP, Community Development Specialist MM
Department of Community Development & Inspections

RE: **Community Housing Development Organization Agreement Between the City of Kenosha and Habitat for Humanity of Kenosha, Inc.**

DATE: April 3, 2014

Attached is a proposed Community Housing Development Organization Agreement between the City of Kenosha and Habitat for Humanity of Kenosha Inc. Community Housing Development Organizations (CHDO's) are private non-profit organizations that meet a series of qualifications of the HOME Program regulations and are able to receive money to produce affordable housing units, as well as to offer financial assistance to buyers of HOME-assisted units produced by the CHDO. CHDO's are able to received HOME CHDO Set-aside funds as well as CHDO Operating funds provided that they produce affordable housing units and are certified by the City. HOME Program regulations restrict 15% of the City's HOME Program allocations each year as CHDO Set-aside funds.

The City is required to reserve its CHDO Set-aside funds within 2 years of receiving its HOME allocation. Under the current period, the balance of CHDO funds must be reserved by April 30, 2014. The City is required to enter into a written agreement before being able to reserve CHDO funds.

The attached agreement proposes to fund Habitat for Humanity with $199, 547.22 of CHDO Set-aside funds to construct and/or rehabilitate affordable housing units. This is consistent with the previous item to amend the HOME Program Description. Additionally, the City would provide up to an additional $36,395.20 (5% of the FY 2012and 2013 HOME allocations to assist Habitat for Humanity with its operating expenses.

Habitat for Humanity will be required to submit plans for new construction with City staff. Additionally, a separate CHDO Project Agreement will be required for each Habitat for Humanity project prior to being able to use the CHDO Set-aside funds.

The approval of the Agreement with Habitat for Humanity will allow the City to reserve the CHDO funds by the City's April 30 deadline. If the written agreement is not approved, the City will lose access to these funds and the funds will be reallocated for use by other HOME participants.

Additional information is provided in the attached HOME Program Commission Report.

MM:kas
Attachment

Community Development Division 625 52nd Street Kenosha, WI 53140 262.653.4030	HOME Program Commission FACT SHEET	April 7, 2014	Item 1
Community Housing Development Organization Agreement Through the HOME Investment Partnerships (HOME) Program By and Between the City of Kenosha, Wisconsin and Habitat for Humanity of Kenosha, Inc.			

ANALYSIS:

- The attached Agreement between the City of Kenosha and Habitat for Humanity of Kenosha, Inc. reserves Community Housing Development Organization (CHDO) set-aside funds as required by the HOME Program, and provides CHDO Operating funds to help support administrative expenses.
- The HOME Program requires that 15% of our annual HOME Program allocation be used exclusively for CHDO's to produce affordable rental or homeownership units and/or direct financial assistance for homebuyers of HOME-assisted housing sponsored or developed by a CHDO with HOME funds.
- The City has not had a certified CHDO since the termination of the Carpenter's Home Improvement Program though KUSD in June, 2010. Since the City does not have a certified CHDO, we have not been able to use our HOME CHDO funds since that date.
- The City is required to commit HOME Entitlement funds, including reserving CHDO funds for a certified CHDO, within 2 years of receiving HOME funds from HUD.
- The City will lose the ability to use FY 2010 through FY 2012 CHDO funds if we do not have a certified CHDO with an approved agreement by April 30, 2014. CHDO funds that are not reserved by the deadline will be reallocated to another community based on HOME rules.
- The approval of Habitat for Humanity as a certified CHDO through the attached agreement will allow the City to reserve the required CHDO Set-aside funds by April 30.
- The agreement designates up to $199,547.22 of HOME CHDO Set-aside funds to be used for construction or rehabilitation of owner-occupied affordable housing units. The agreement also provides Habitat for Humanity with up to $36,395.20 (5% of the City's HOME Program allocation for FY 2012 and FY 2013) for administrative expenses.
- A separate Project Agreement will be required for each project identified by Habitat for Humanity in order to use the Set-aside funds. Also, the City will require plans to be approved by Staff prior to approval of Project Agreements
- The CHDO Operating Funds will be paid on a quarterly reimbursement of eligible expenses incurred by Habitat for Humanity.
- Habitat for Humanity will be responsible for meeting all required HOME Program rules, including, but not limited to, homebuyer income limits, maximum sales price, affordability periods, record retention and use of funds.
- Habitat for Humanity will be allowed to retain CHDO Proceeds which can be partially used for additional administrative expenses, and the balance of such funds to be used for additional projects.
- Habitat for Humanity will be required to be re-certified as an eligible CHDO on an annual basis, and at the time of identification of each project.

Community Development Division 625 52nd Street Kenosha, WI 53140 262.653.4030	HOME Program Commission FACT SHEET	April 7, 2014	Item 1
Community Housing Development Organization Agreement Through the HOME Investment Partnerships (HOME) Program By and Between the City of Kenosha, Wisconsin and Habitat for Humanity of Kenosha, Inc.			

RECOMMENDATION:

A recommendation is made to approve the attached Agreement between the City and Habitat for Humanity.

Mike Maki, AICP, Community Development Specialist

Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1HOME PROG/2014/APR7/fact-chdo-habitat.odt

COMMUNITY HOUSING DEVELOPMENT ORGANIZATIONS

CHDOs are Special Nonprofits.

A Community Housing Development Organization (CHDO) is a private nonprofit, community-based, service organization that has, or intends to obtain, staff with the capacity to develop affordable housing for the community it serves.

There are Many Benefits of Working with CHDOs.

The HOME Program guarantees CHDOs funds. At least 15 percent of a HOME participating jurisdiction's (PJ's) annual allocation must be set aside for affordable housing activities to be undertaken by CHDOs. These *set-aside funds* must be invested in *eligible housing*.

When a PJ works with CHDOs it increases the availability of affordable housing in the jurisdiction. In addition, it:

- ❑ Builds partnerships with organizations that have demonstrated long-term commitment to public service.
- ❑ Improves its overall capacity to develop affordable housing by strengthening partners' capacity.
- ❑ Can develop the capacity of new partners in order to increase the pool of providers.
- ❑ Creates a systematic process for involving community members in making decisions about affordable housing investments.

HOME Requirements Facilitate CHDO Partnerships.

In addition to the CHDO set-aside, other HOME requirements are designed to facilitate the development of working relationships between PJs and CHDOs:

- ❑ PJs have up to 24 months to identify and designate the CHDOs they plan to work with, and to reserve funds for the CHDOs' use.
- ❑ PJs may use HOME funds to provide special assistance to support and build the capacity of CHDOs, including CHDO operating assistance, forgivable pre-development loans, and technical assistance.
- ❑ PJs are able to invest more than the 15 percent set-aside in CHDOs, and may also use other HOME funds to use CHDOs to administer other HOME program activities.

Successful CHDO Partnerships Get Started Right.

There are many ways to form successful partnerships with CHDOs:

- ❑ **Smart PJs select the right organizations to become CHDOs.** Existing local nonprofit organizations are an ideal source of potential CHDOs. PJs can recruit groups to participate by advertising the benefits of being a CHDO, meeting with local groups and leaders, assessing their strengths and weaknesses, and identifying with the organizations that show the most potential.
- ❑ **Smart PJs build the capacity of existing organizations to become CHDOs.** Some promising organizations may need help to meet the CHDO *qualifying requirements*.
- ❑ **Smart PJs get extra help when needed.** HUD provides technical assistance and training through consultants and national intermediaries. PJs can request assistance for CHDO capacity building from the local field office.
- ❑ **Smart PJs look to the future.** The HOME CHDO set-aside is an annual requirement, so forward-thinking PJs will build a pool of qualified CHDOs with whom to work now and in the future.

Building a successful long-term partnership between PJs and CHDOs requires planning for future-year set-aside allocations, creating a pool of qualified CHDOs to ensure capacity to carry out the level of HOME activity that will be generated, and establishing a shared vision.

Learn More About the HOME Program.

To obtain more information on the HOME Program, visit the HOME Program website at http://www.hud.gov/offices/cpd/affordablehousing/programs/home, or contact the Community Planning and Development (CPD) Office of U.S. Department of Housing and Urban Development. To locate the field office nearest you, go to http://www.hud.gov/directory/ascdir3.cfm.

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UNDERSTANDING CHDOS
Terms and Requirements

Set-Aside Funds

Under HOME Program rules, at least 15 percent of a PJ's annual HOME allocation must be set aside for CHDO activities in eligible housing. These funds are called set-aside funds.

Eligible Housing

Set-aside funds must be invested in housing that is owned, sponsored, or developed by the CHDO. This means the CHDO serves in at least one of the following roles:

- ❑ **Owner**. The CHDO holds valid legal title to or has a long-term leasehold interest in the rental property. The CHDO may be an owner with more than one individual, corporations, partnerships, or other legal entities.
- ❑ **Sponsor**. The CHDO develops or owns a property and agrees to convey ownership to another nonprofit organization.
- ❑ **Developer**. The CHDO either owns a property and develops a project, or has a contractual obligation to a property owner to develop a project.

Eligible Set-Aside Activities

When using set-aside funds in eligible housing, the CHDO may perform one of the following activities:

- ❑ Acquisition, rehabilitation or new construction of rental housing,
- ❑ Acquisition, rehabilitation or new construction of homebuyer properties, and
- ❑ Direct financial assistance to purchasers of HOME-assisted housing sponsored or developed by a CHDO with HOME funds.

Ineligible Set-Aside Activities

Set aside funds may not be used for tenant-based rental assistance, existing homeowner rehabilitation, or direct homebuyer assistance. PJs may, however, provide non-set-aside funds to CHDOs to carry out these activities.

Key CHDO Qualifying Requirements

To qualify as a CHDO, a nonprofit must demonstrate that meets certain requirements regarding its:

- ❑ Legal and tax-exempt status,
- ❑ Financial management capacity and accountability,
- ❑ Staff capacity to carry out HOME-funded activities,
- ❑ Experience serving the community,
- ❑ Board representation by community members, with at least one-third of its members low-income, and
- ❑ Lack of for-profit or public control.

Eligible CHDO Capacity-Building Activities

In addition to its 15 percent set-aside, PJs may use HOME funds to provide special assistance to support and build the capacity of CHDOs. This assistance includes:

- **Project pre-development loans**. A PJ may loan CHDOs up to 10 percent of its annual allocation for up-front eligible project expenditures, seed money, or site control. Pre-development loans count toward the CHDO set-aside if the project moves forward; they are forgivable if the project does not move forward.
- **Operating assistance**. PJs may provide up to 5 percent of its annual HOME allocation for salaries, wages, employee education and training, rent and utilities, taxes and insurance, and materials. Assistance may not exceed the greater of $50,000 or 50 percent of the CHDO's total annual operating expenses for that year.
- **Use of HOME project proceeds**. At the discretion of the PJ, a CHDO may be authorized to retain some or all of the proceeds generated from development activity to support additional HOME-eligible activities or other low-income housing activities. A PJ must stipulate in its written agreement with the CHDO whether the CHDO may retain project proceeds.
- **Capacity-building assistance**. Within the first two years of becoming a PJ, PJs that cannot identify a sufficient number of capable CHDOs may commit a limited amount of HOME funds for capacity-building assistance.

COMMUNITY HOUSING DEVELOPMENT ORGANIZATION AGREEMENT

THROUGH THE HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM

BY AND BETWEEN

THE CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation,

and

HABITAT FOR HUMANITY OF KENOSHA, INC.,
A Wisconsin Non-stock Corporation

THIS AGREEMENT made and entered into by and between the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation duly organized and existing under the laws of the State of Wisconsin, with offices at 625 52nd St., Kenosha, Wisconsin ("**CITY**") and **HABITAT FOR HUMANITY OF KENOSHA, INC.**, a Wisconsin Non-stock corporation ("**CHDO**").

WHEREAS, the **CITY** is the recipient of HOME Investment Partnership Program Funds ("**HOME**") from the U.S. Department of Housing and Urban Development ("**HUD**"), including funds that are reserved for the use of Community Housing Development Organizations (CHDO's); and

WHEREAS, the **CHDO** has met the requirements established by the Federal Government and has been certified as a Community Housing Development Organization by the **CITY**, pursuant to the National Affordable Housing Act of 1990, as amended; and

WHEREAS, the **CITY** and **CHDO** desire to sign an agreement which sets forth terms and conditions for the use and acceptance of unexpended FY 2010 through FY 2012 HOME CHDO Set-aside funds, not to exceed $199,547.22, as well as FY 2012 and FY 2013 CHDO Operating Funds (CO), not to exceed $36,395.20; and

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and among the undersigned intending to be legally bound hereby, as follows:

PART I – SPECIFIC TERMS AND CONDITIONS

1. Source and Use of Funds

a. Sources of Funds. The sole source of funding from the **CITY** for payment of services performed under this Agreement is the HOME Investment Partnership Program

entitlement provided to the **CITY** by **HUD**. The **CHDO** agrees that in the event that the HOME Investment Partnership Program entitlement is reduced or withheld by **HUD,** the **CITY** shall not be liable for payment of contracted services from any **CITY** fund or source other than the HOME Investment Partnership Program entitlement, in which case the **CHDO** further agrees that the maximum sum payable under this Agreement may be reduced by the **CITY**. In the event **HUD** determines that the **CITY** or the **CHDO** have not fulfilled their obligation under the HOME Investment Partnership entitlement requirements, or the **CITY** determines that the **CHDO** has not fulfilled its obligation under the HOME Investment Partnership Program requirements, HUD or the **CITY** may demand, in writing, reimbursement of expenses paid under this Agreement. The **CHDO** shall provide said reimbursement from non-federal sources within ten days of said notice from the **CITY.**

Funding for this Agreement shall consist of unexpended FY 2010 through FY 2012 HOME CHDO Set-aside funds, not to exceed $199,547.22, as well as FY 2012 and FY 2013 CHDO Operating Funds (CO), not to exceed $36,395.20.

The **CHDO** further acknowledges that this Agreement is necessary to comply with the requirements of 24 CFR Part 92 – HOME Investment Partnership Program incorporated herein by reference, and agrees that it will comply with, and will require all subcontractors, subgrantees and assigns to comply with all terms and conditions of said 24 CFR Part 92 and this Agreement, as amended. It shall be the **CHDO**'s responsibility to ensure that it has the latest version of all applicable laws and
regulations in its possession to ensure compliance with their provisions.

b. Use of Funds. The **CHDO** shall utilize its **HOME** allocation as an owner-developer to provide housing for families at or below 80% of the area median income in accordance with policies established by **HUD.** The **CHDO** shall use the CHDO Set-aside funds for the construction or rehabilitation of owner-occupied affordable housing units. Any such project shall be implemented in accordance with this Agreement and related Project Agreement. No **HOME** CHDO Set-aside funds will be advanced to the **CHDO**, and no costs may be incurred, until the **CITY** has conducted an environmental review of the proposed project site as required under 24 CFR Part 58. Notwithstanding any provision of this Agreement, the **CHDO** acknowledges that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the **CITY** of a release of funds from the U.S. Department of Housing and Urban Development (HUD).

2. Program Requirements. The **CHDO** shall comply with all requirements of 24 CFR Subparts E & F pertaining to Program and Project Requirements for affordable housing including, but not limited to:

a. Minimum/Maximum per Unit Subsidy/Value. The minimum per-unit subsidy amount for **HOME** entitlement funds invested shall not be less than One Thousand dollars ($1,000). The maximum per-unit subsidy/value of units assisted with **HOME** funds shall not exceed the per-unit dollar limit established for mortgages under Section 221 (d)(3)(ii) of the

National Housing Act as established for all Wisconsin Participating Jurisdictions (Elevator Type).

b. Affordability Period. Housing units sold to homebuyers by the **CHDO** shall provide for a minimum affordability period as noted below ("**AFFORDABILITY PERIOD**"). The **CHDO** shall execute a **HOME** Program Lien to ensure a minimum **AFFORDABILITY PERIOD** upon sale of a housing unit. The **CHDO** shall use the "Recapture" option to control the resale of a unit during the **AFFORDABILITY PERIOD**. The **AFFORDABILITY PERIOD** is determined by the amount of HOME assistance provided the homebuyer in purchasing the unit, including, but not limited to, a reduction in the purchase price from the fair market value, financing loans provided by the **CHDO**, and/or downpayment or closing cost assistance, ("**RECAPTURE AMOUNT**"). During the **AFFORDABILITY PERIOD**, the total **RECAPTURE AMOUNT** shall be based upon the total of financing provided by the **CHDO**, plus any amount that reduced the purchase price from the fair market value, subject to net proceeds. Upon the expiration of the **AFFORDABILITY PERIOD**, the **RECAPTURE AMOUNT** shall be limited to the balance of the **CHDO** loan provided to the homebuyer, subject to net proceeds. Net proceeds is defined as the sale price minus any loan repayment (other than HOME funds) and closing costs.

Amount of Assistance Per Unit	Minimum Affordability Period
Under $15,000	5
$15,000 to $40,000	10
Over $40,000	15

c. Income Restrictions. The homebuyer's income shall not exceed 80 percent of the City of Kenosha area median income.

The **CHDO** shall be responsible for initially determining and verifying the income eligibility of the homebuyer's income. The **CITY** shall verify all income determinations prior to the **CHDO** entering into a written agreement with the homebuyer. The **CHDO** agrees to cooperate with **CITY** in obtaining any information required by **CITY** in making its verification of the homebuyer's income eligibility.

d. Required Information to be Provided to Homebuyers. The **CHDO** shall provide all homebuyer applicants with information concerning:

i. Income eligibility information;

ii. Terms and conditions of the first mortgage including residency requirement; and

iii. Overview of Recapture provisions and **AFFORDABILITY PERIOD**.

e. Duration of Restrictions. The provisions of 24 CFR Subpart F, as it may be amended, shall survive termination of this agreement for any reason.

f. Housing Quality Standards. All new and rehabilitated housing units constructed or rehabilitated by **CHDO** shall meet all applicable local codes, rehabilitation standards, and ordinances in accordance with 24 CFR Part 92.251; as well as the Model Energy Code published by the Council of American Building Officials (newly constructed units), or the Cost Effective Energy Conservation and Effectiveness Standards in 24 CFR Part 39 (substantially rehabilitated units, defined as having a rehabilitation cost of greater than or equal to $25,000), and the accessibility requirements of the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973. All work funded under this Agreement shall be performed by properly licensed and qualified contractors in accordance with applicable state, county and city laws and codes.

g. Housing Inspections. The **CHDO** maintains that all units assisted with **HOME** funds are decent, safe and sanitary and meet the Standards listed in Part I, Section 2.e. of this Agreement. Further, the **CHDO** agrees that it shall make all records and property assisted with **HOME** funds available for inspection within a reasonable period of any request by **CITY**.

h. Site Sensitivity. The **CHDO** shall not undertake any activity that may adversely affect historic or environmentally sensitive sites; and shall mitigate any findings identified in the environmental checklist. The **CITY** shall be responsible for ensuring the proposed projects meet the requirements listed in 24 CFR Part 58.

i. Property Management. The **CHDO** shall be responsible for the maintenance and upkeep of all property subject to this Agreement and maintain insurance as set forth herein at Part II, Section 19 of this Agreement.

j. Audit. The **CHDO** shall, at any time during normal business hours and as often as the **CITY** and/or Comptroller General of the United States and/or any of their duly authorized representatives may deem necessary, make available for examination all of the **CHDO**'s records, books, documents, papers, and data with respect to all matters covered by this Agreement and shall permit the **CITY** and/or the Comptroller General to audit and examine all books, documents, papers, records and data related to this Agreement.

k. CHDO Board Composition. The **CHDO** will maintain a Board of Directors in compliance with the **HOME** CHDO regulations. The **CHDO** agrees to notify the **CITY** within fifteen (15) days of any change to the composition of the **CHDO** Board of Directors. The Board of Directors shall have a minimum of one-third of its members represented by the following:

i. Residents living in low-income neighborhoods, excluding public officials and employees of **CITY;** and/or

ii. Residents who are low-income, excluding public officials and employees of **CITY**; and/or

iii. Elected representatives of low-income neighborhood organizations, excluding public officials and employees of **CITY**.

In no case shall the composition of the Board of Directors have a maximum greater than one-third of its members represented by public officials or employees of **CITY**.

l. **Principal Residency Requirement.** During the **AFFORDABILITY PERIOD**, the **CHDO** shall be responsible for determining each unit sold continues to be the homebuyer's principal place of residency.

m. **HOME Match Documentation**. The **CHDO** shall provide documentation to the **CITY**, on forms acceptable to the **CITY**, concerning eligible Project contributions made from nonfederal resources in which the **CITY** may utilize towards its required match of **HOME** funds. Eligible match shall consist of the following:

i. Cash contributions from nonfederal sources;

ii. Donated property not acquired with Federal resources;

iii. The reasonable value of donated site preparation and construction materials, not acquired with Federal resources;

iv. The reasonable rental value of donated use of site preparation or construction equipment;

v. The value of donated or voluntary labor or professional services in connection with provision of affordable housing;

vi. The value of sweat equity provided to a homebuyer project; and

vii. The direct cost of homebuyer counseling services provided to buyers of a HOME-assisted unit.

n. **Required CITY Approval Prior to Sale of Homebuyer Units.** In addition to income documentation, the **CHDO** shall provide to the **CITY** the estimated settlement statement; a reconciliation statement; and a copy of the Mortgage, Note and HOME Program Lien. The Reconciliation Statement shall include the pro-ration of **HOME** funds invested into the project, funds to be provided to the buyer as buyer subsidies secured by a HOME mortgage and note, and the amount of CHDO proceeds to be retained from settlement funds or to be repaid through principal and interest payments of a HOME mortgage loan.

3. **Method of Payment.**

a. CHDO Set-aside Funds Allocation. Both parties agree that the total sum to be paid hereunder for actual expenses incurred shall be no more than ONE HUNDRED NINETY-NINE THOUSAND FIVE HUNDRED FORTY-SEVEN AND 22/100 DOLLARS ($199,547.22). The funds provided shall be derived from the 15% CHDO set-aside through FY 2010, 2011 and 2012 **HOME** Program funds.

The funds will be expended in accordance with the terms and conditions of this Agreement and related Project Agreements. Funds reserved for the **CHDO** may increase or decrease, subject to production standards. Any project funds not expended shall revert to the **CITY**. Funds shall be paid in accordance with the projected accomplishments and budget descriptions.

b. CHDO Operating Funds Allocation. Both parties agree that the total sum to be paid hereunder for actual expenses incurred shall be no more than THIRTY-SIX THOUSAND THREE HUNDRED NINETY-FIVE AND 20/100 DOLLARS ($36,395.20). The funds provided shall be derived from the FY 2012 and 2013 **HOME** Program funds.

Such sums shall be paid on a reimbursement basis for operating expenses. The **CHDO** shall be required to make quarterly submissions for reimbursement of operating expenses. Documentation shall include, but is not limited to, time sheets, invoices, bills and statements showing the operating expenses incurred by the organization. Such documentation shall be in the name of the **CHDO**. CHDO Operating Funds shall not exceed the greater of $50,000, or 50% of the **CHDO**'s operating expenses per fiscal year.

Operating expenses are defined as reasonable and necessary costs for the operation of the **CHDO**. Operating expenses are more particularly described under 24 CFR Part 92.208 and CPD Notice 06-01, and include:

- Salaries, Wages, and Other Employee Compensation and Benefits
- Employee Education, Training and Travel
- Rent and Utilities
- Communication Costs
- Taxes and Insurance
- Equipment, Materials and Supplies

The **CHDO** should review OMB Circular No. A-122, Attachment B for the principles that are to be applied in establishing the eligibility of the above costs.

CHDO Operating Funds are contingent on the expectation that the **CHDO** shall receive and request disbursements of CHDO Set-aside funds within 24 months of the date of this Agreement. Such disbursement of CHDO Set-aside funds shall be in accordance with an approved **CHDO** Project Agreement(s) and 24 CFR 92.208.

c. Development Fee. The **CITY** shall pay the **CHDO**, as compensation or fee for the services performed under this Agreement, fifteen (15%) of the total development cost per rehabilitated or constructed unit. Such fee shall be paid as progress payments not to exceed the following maximum percentages:

Milestone	Percentage of Development Fee
Construction Initiation (Issuance of Building Permits)	33%
50% Construction Completion (Rough-in Inspections	33%
Certificate of Occupancy	34%

4. Return on Investment.

a. CHDO Proceeds.

i. Definition. "CHDO Proceeds" are defined as funds that result from the sale of **CHDO** developed homebuyer units and the principal and interest payments from a loan to a buyer of **CHDO** developed homebuyer units.

ii. Allowable Uses of Proceeds. Any eligible use of **HOME** funds, as defined in 24 CFR Parts 91 and 92 of the HOME Final Rule shall be an allowable use under this Agreement and as follows, so long as the allowable use results in or supports the creation of new units of affordable single family housing for purchase by qualified homebuyers. Use of CHDO Proceeds, excluding Proceeds used for administrative expenses as allowed in Section a) below, shall require approval from the **CITY** prior to use. Requirements pertaining to the use of CHDO Proceeds shall continue to apply to the use of such funds upon the expiration of this Agreement.

a) Up to $5,000 an an annual basis may be allocated by the **CHDO** for the general administration (salaries, benefits and/or administration costs) of the **CHDO** for the support of affordable housing.

b) The remainder of CHDO Proceeds shall be restricted for land acquisition, site development, demolition, construction or rehabilitation of affordable housing units for owner-occupants and homebuyer financing and/or grants.

iii. Accounting. The **CHDO** shall retain proceeds in a separate bank account, with the exception of Proceeds used for administrative expenses as authorized through Part I, Section 4.a. and shall provide an accounting of the use of proceeds to the **CITY** on a quarterly basis. The auditor of the **CHDO** shall review the CHDO Proceeds account at each annual audit and shall include specific language in the audit that the **CHDO** has complied with the terms of this Agreement.

b. Recaptured Funds. Funds recaptured, because housing no longer meets the affordability requirements under 24 CFR Part 92.254, are subject to the requirements of Part 92,

and must be properly identified and returned to the **CITY**.

5. **Project Approval Process.** For each Project, the **CHDO** shall submit a completed project proposal package to the **CITY** that includes all of the required documents referenced in this document and demonstrates compliance with the HOME Program regulations stated in the Final Rule, 24 CFR Part 92. Upon approval by **CITY** of the proposed project, the **CITY** shall prepare a Project Agreement. The **CHDO** shall not proceed with the project until the CHDO Project Agreement is approved by the **CITY**.

6. **Program Evaluation and Monitoring.**

a. Program Goals. The annual performance under this Agreement shall be measured against the program goals set forth in the **CHDO**'s Project Application.

b. Program Monitoring. The **CITY** has the right to monitor and evaluate all aspects of activities carried out by the **CHDO**. Such evaluations shall consist of the review of reports submitted by the **CHDO** and monitoring visits of the **CHDO** by the **CITY**. The **CITY** shall be entitled to conduct monitoring/site visits throughout the term of the Agreement.

c. Program Records. The **CHDO** shall maintain monthly bank statements of the **CHDO**'s HOME Account, records, reports, data and information as may be required by HUD in 24 CFR Part 92.508 or the **CITY**.

d. Project Files. The **CHDO** shall maintain accurate individual project files with detailed records for each property, including:

i. Acquisition, construction or renovation costs and operating costs attributed to a project, identifying direct assistance funded through **HOME** funds, CHDO Proceeds, project revenue or other sources;

ii. A copy of the executed note and mortgage on the property;

iii. Set-up/Completion reports on the property. Completion reports must be submitted to the **CITY** within sixty (60) days of completion of rehab/construction;

iv. The **CHDO**'s annual report verifying ownership and household income for each completed **HOME** project assisted unit throughout the **AFFORDABILITY PERIOD**; and

v. Documentation substantiating compliance with Equal Opportunity, Fair Housing and Affirmative Marketing, and other contractual requirements. The **CHDO** shall maintain a summary of this information and shall submit this information to the **CITY** upon request. These records shall be made available to **HUD** and/or representatives of the Comptroller General of the United States for audit, inspection or copying purposes during normal business hours.

e. Activities Report. A quarterly activity report shall be completed and submitted by the tenth working day of April, July, October and January summarizing **HOME** funded, and other low-income housing activities, during the previous three (3) months. The report shall detail property acquisitions, construction project status, sales of property, CHDO Proceeds and a description of the fund activity in the **CHDO**'s **HOME** account. This report must include a monthly bank statement of the **HOME** Account and copies of prior month checks written against this account during the quarter. The **CHDO** shall also provide the **CITY** with a copy of all Closing documents for property sold within the quarter including the signed copies of the mortgage, note, HOME Program Lien and settlement statement.

f. Records Retention. The **CHDO** shall retain all records pertaining to this Agreement, including, but not limited to financial, statistical, property and programmatic records, for five years from the last day of the **CITY**'s fiscal year (December 31) in which this Agreement expires; or five years after the **AFFORDABILITY PERIOD**; or is terminated. All records, which are subject to audit findings, shall be retained until the latter of five years or until an ongoing audit is completed and all issues raised by the audit are resolved. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by federal, state or local law. These records shall be made available to **HUD** and/or representatives of the Comptroller General of the United States for audit, inspection or copying purposes during normal business hours.

g. Reversion of Assets. The **CHDO** certifies that immediately upon the earliest of: 1) the event of default under the terms and conditions of this Contract; 2) dissolution of the **CHDO**; 3) termination of any program described herein; or 4) the expiration or termination of this Agreement, any **HOME** funds remaining in the **CHDO**'s HOME Account and/or all proceeds or assets attributable to the use of the **HOME** funds, shall revert to the **CITY**. In the event that the balance of funds held in the **CHDO**'s HOME Account is not sufficient to repay the **HOME** funds drawn by the **CHDO** on open **HOME** projects, the **CHDO** must provide a written explanation to the City at least twenty (20) working days prior to the sale of any **CHDO** property.

7. Time of Performance.

a. Annual CHDO Recertification. The **CHDO** shall submit to the CITY by April 1 of each year of this Agreement the **CHDO** Recertification documentation which shall clearly demonstrate that the **CHDO** continues to meet the definition of a CHDO. The **CHDO**'s failure to time provide the Recertification documentation may result in the **CITY** declining to recertify the **CHDO**.

b. Commencement and Term. Services described in this Agreement shall commence upon execution of this Agreement and shall continue in effect for a two (2) year term from the execution date ("Effective Date"). A project shall be identified by the **CHDO** within six (6) months of the Effective Date of this Agreement. This Agreement may be extended for an additional year, with approval of the **CITY,** subject to recertification of the **CHDO** by the **CITY**,

and the **CHDO** is making significant progress toward the performance of the goals stipulated in related Project Agreements.

c. Reallocation of Funding. Upon renewal of this Agreement, the **CITY** shall evaluate the performance of the **CHDO** in comparison to the goals defined in the Project Agreements. In the event the **CHDO**'s performance is unsatisfactory, the **CITY** has the right to divide the funding stipulated in this Agreement among other qualified CHDOs.

PART II – GENERAL TERMS AND CONDITIONS

1. Religious Organizations.

a. The **CHDO** shall not discriminate against any person seeking assistance from the **CHDO** on the basis of religion and will not limit services or give preference to persons on the basis of religion;

b. The **CHDO** shall provide no religious instruction or counseling, conduct no religious workshops or services, engage in no religious proselytizing, and exert no other religious influence on any client or employee of the **CHDO**;

c. No property, for which services are provided under this Agreement, shall contain religious symbols for decoration for the term of this Agreement and the term of any mortgage and/or promissory notes issued pursuant to this Agreement; and

d. The **CHDO** shall include subparagraphs a-c, above, in any subcontracts pursuant to this Agreement.

2. **Other Program Requirements.** The **CHDO** shall comply with all the requirements of 24 CFR Subpart H, including, but not limited to:

a. Equal Employment Opportunity.

i. The **CHDO** will not discriminate against against any employee or applicant for employment because of race, color, religion, sex, or national origin(s). The **CHDO** will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin(s). Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The **CHDO** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer of the **CITY** setting forth the provisions of this nondiscrimination clause.

ii. The **CHDO** will, in all solicitations or advertisements for employees placed by or on behalf of the **CHDO**, state that all qualified applicants will receive consideration

for employment without regard to race, color, religion, sex, or national origin.

iii. The **CHDO** will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the **CITY**, advising the labor union or worker's representative of the **CHDO**'s commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. The **CHDO** will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

v. The **CHDO** will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by **HUD** and the Secretary of Labor for purposes of iascertaining compliance with such rules, regulations, and order.

vi. In the event the **CHDO** is found to be in noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the **CHDO** may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulations, or order of the Secretary of Labor or as otherwise provided by law.

vii. The **CHDO** will include the provisions of paragraphs (i) through (vii) of this Agreement in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The **CHDO** will take such action with respect to any subcontract or purchase order as the **CITY** may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the **CHDO** becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the **CHDO** or the **CITY**, the **CHDO** may request the United States to enter into such litigation to protect the interest of the United States.

viii. In order to maintain statistical data on the use and participation of minority and women owned business enterprises as contractor/subcontractors in **HOME** Program contracting activities, the **CHDO** shall be required to identify projects which have been bid by, and contracted and/or sub-contracted to minority owned, women owned, and/or small or disadvantaged businesses, by project dollar value. The **CHDO** shall provide certification of compliance with all federal requirements under equal opportunity legislation including, but limited to:

a) The requirements of Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR Part 100; Executive Order 11063, as amended, (Equal Opportunity in Housing) and implementing regulations at 24 CFR Part 107; and title VI of the Civil Rights Act of 1964 (U.S.C. 2000d) (Nondiscrimination in Federal Assisted Programs) and implementing regulations issued at 24 CFR Part 1;

b) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C.6101-07) and implementing regulations at 24 CFR Part 146, and the prohibitions against discrimination against handicapped individuals under section 50 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8;

c) The requirements of Executive Order 11246 (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR chapter 60.

b. Section 3 Requirements.

i. Any contract exceeding $200,000 and any subcontract exceeding $100,000 shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The **CHDO** shall comply with HUD's Regulations in 24 CFR Part 135, which implement Section 3, and shall include the following clause, referred to as the Section 3 clause, in all subcontracts resulting from the commitment of funds under this Agreement: "The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by **HUD** assistance or **HUD**-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of **HUD** assistance for housing".

ii. The parties to this contract agree to comply with **HUD**'s regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

iii. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in a conspicuous place at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job title subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

iv. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135 and agrees to take appropriate action, as provided in an applicable provision of the subcontractor or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulation in 24 CFR Part 135.

v. The contractor will certify that any vacant employment positions, including training positions that are filled after the contractor is selected, but before the contract is signed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

vi. Noncompliance with **HUD**'s regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from further **HUD** assisted contractors.

c. The requirements of Executive Order 11625 concerning Minority Business Enterprise and 12138 concerning Woman's Business Enterprise be consistent with **HUD**'s responsibilities under these orders, necessitate each applying entity make efforts to encourage the use of minority and women business enterprises in connection with **HOME** funded activities. The **CHDO** must prescribe procedures acceptable to the **CITY** to establish activities it uses to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women. To encourage the use of women and minority owned businesses in bids for the Program, the **CITY** will provide, on request, the latest list of such businesses.

3. Fair Housing/ Affirmative Marketing. The **CHDO** shall comply with all **HUD** and **CITY** fair housing and affirmative marketing requirements and policies, as set forth:

a. The **CHDO** shall be required to use affirmative fair housing marketing practices in soliciting clients, determining eligibility and concluding transactions, and affirmatively further fair housing efforts according to CFR Part 570.904(c).

b. The **CHDO** shall solicit applications for vacant units from persons in the housing market who are least likely to apply for rehabilitated or new housing units without benefit of special outreach efforts. Persons who are not of the race/ethnicity of the residents of the neighborhood in which the rehabilitated or new building is located shall be considered those least likely to apply.

c. The **CHDO**'s advertising of vacant units shall include an equal opportunity logo or statement. Advertising media may include newspapers, radio, television, brochures, leaflets, or a sign on the property. The **CHDO** may use community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, social service centers or medical service centers as resources for this outreach.

d. The **CHDO** shall maintain a file containing all marketing efforts (i.e. copies of

newspaper ads, memos of phone calls, copies of letters) to be available for inspection when requested by the **CITY**. The **CITY** shall be entitled to assess the affirmative marketing efforts of the **CHDO**.

e. The **CHDO** shall maintain a list of all families residing in each homebuyer unit.

f. The **CITY** shall be entitled to assess the efforts of the **CHDO** during the marketing of the units by use of a compliance certification or personal monitoring visits of the project at least once a year.

g. Those participating entities requesting **HOME** funds for developments containing five or more units shall provide a description of intended actions that will inform and otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market to the available housing. In such cases, the **CHDO** shall provide the **CITY** with an annual assessment of the affirmative marketing program. Said assessment shall include:

i. Methods used to inform the public and potential owners about federal fair housing laws and affirmative marketing policy (i.e. the use of the Equal Housing Opportunity logotype or slogan in print advertising);

ii. Methods used to inform and solicit applications from persons in the housing market who are not likely to apply without special outreach; and

iii. Records describing actions taken by the participating entity and/or owner to affirmatively market units; and record the results of said actions.

4. Anti-displacement. The **CHDO** shall not cause permanent displacement of current residents under the terms of this Agreement nor shall it acquire any property that would result in the displacement of existing tenants. The **CHDO** further agrees that if involuntary or economic displacement occurs as a result of the **CHDO** actions, the **CHDO** shall bear all the costs of relocation under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1979, as amended, and Section 104(d) of the Housing and Community Development Act of 1994, as amended. The **CHDO** shall also inform sellers of properties that it does not have the power of eminent domain and will not acquire any property unless a mutually agreeable price can be negotiated.

5. Labor Standards. Projects to be constructed or rehabilitated which contain 12 or more **HOME** assisted units, shall comply with the Davis/Bacon Act, applicable provisions of the Contract Work Hours and Safety Standards Act, and other applicable federal laws and regulations pertaining to Labor Standards.

6. Lead-Based Paint. Housing assisted with **HOME** funds constitutes HUD-Assisted housing for the purpose of the Lead-Based Paint Poisoning Act and is therefore, subject to 24 CFR Part 35, and shall require each buyer of subject Properties to execute the "Watch Out for

Lead Based Poisoning" notifications. All such executed notifications shall be maintained in the **CHDO**'s project file and a copy submitted to the **CITY** upon request.

7. Conflict of Interest. The **CHDO**, as an owner/developer/sponsor of any project funded with **HOME** funds, shall ensure that it agrees to abide with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants that it presently has no financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The **CHDO** further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the **CHDO** hereunder. These conflict of interest provisions apply to any person who is an employee agent, consultant, officer or elected official or appointed official of the **CHDO**, or of any designated public agencies or Subrecipient receiving funds under the **HOME** Program.

No employee, agent, consultant, elected official or appointed official of the **CHDO** may obtain a financial interest or unit benefits from a **HOME** assisted activity, either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter. This provision extends to any member of Congress of the United States, official or employee of **HUD**, or official or employee of the **CITY**. This prohibition includes the following:

a. Any interest in any contract, subcontract or agreement with respect to **HOME** assisted project or program administered by the **CHDO**, or the proceeds thereunder; or

b. Any unit benefits or financial assistance associated with **HOME** projects or programs administered by the **CHDO**, including:

i. Purchase or occupancy of a homebuyer unit in a **HOME** assisted project;

ii. Receipt of **HOME** homebuyer acquisition assistance; or

iii. Receipt of **HOME** owner-occupied rehabilitation assistance.

8. Debarment and Suspension. The **CHDO** warrants and attests that it has not been debarred, suspended, proposed for debarment, or ineligible from participating in federally funded projects, and acknowledges that it shall not employ, award, or fund any contractors or subcontractors that have been debarred, suspended, proposed for debarment, or ineligible from participating in the federally funded projects.

9. Flood Insurance. In the event that properties are located in a Flood Zone, this Agreement is predicated upon the **CHDO** certifying that either the cost of rehabilitation necessary to meet all applicable codes and standards does not exceed 50 percent of the appraised value of the property improvements, or that the lowest habitable floor level is at or above the allowable flood level based upon a valid survey, prepared by a licensed surveyor. If projects can be financed with **HOME** funds as a result of compliance with either of these requirements, buyers shall maintain flood insurance for full replacement value as a condition of their mortgage.

10. Lobbying Prohibited. The **CHDO** certifies, to the best of its knowledge or belief, that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the **CHDO**, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the **CHDO** shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, with a copy of said submittal provided to **CITY** within ten (10) days of submission.

c. The **CHDO** shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000.

11. Additional Federal Regulations.

a. The CHDO shall comply with the provisions of the Copeland Anti-Kick-Back Act (18 U.S.C. 874) as supplemented in the Agency of Labor Regulations (29 CFR Part 3), as amended.

b. The **CHDO** shall comply with the provisions of sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by the AGENCY of Labor regulations (29 CFR, Part 5), as amended.

c. The **CHDO** further warrants and agrees to include or cause to be included the criteria and requirements of paragraphs (a) through (b) of this section in every nonexempt subcontract. The **CHDO** also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

12. Procurement Standards. The CHDO shall establish procurement procedures to

ensure that materials and services are obtained in a cost-effective manner. When procuring for services to be provided udner this Agreement, the CHDO shall comply at a minimum with the nonprofit procurement standards at 24 CFR 84.40 through 84.48.

13. Compliance with Federal, State and Local Laws. The **CHDO** covenants and warrants that it will comply with all applicable laws, ordinances, codes, rules and regulations of the state local and federal governments, and all amendments thereto, including, but not limited to; Title 8 of the Civil Rights Act of 1968 PL.90-284; Executive Order 11063 on Equal Opportunity and Housing Section 3 of the Housing and Urban Development Act of 1968; Housing and Community Development Act of 1974, as well as all requirements set forth in 24 CFR 92 of **HOME**.

The **CHDO** agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

The **CHDO** further warrants and agrees to include or cause to be included the criteria and requirements of this section in every non-exempt subcontract in excess of $100,000. The **CHDO** also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

14. Enforcement. The **CHDO** shall comply with all provisions of 24 CFR, Part 92. The **CITY** may terminate this Agreement, as follows:

a. Termination of Contract for Cause. If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or shall violate any of the covenants, agreements, or stipulations of this Agreement, the other party shall have the right to terminate this Agreement by giving written notice to said party of such termination and specifying the effective date thereof, at least five (5) days prior to the effective date of such termination. In such event, assets shall become the property of the **CITY** in accordance with Part I, Section 6.g. of this Agreement. Notwithstanding the above, the **CHDO** shall not be relieved of liability to the **CITY** for damages sustained by the **CITY** by virtue of any breach of this Agreement by the **CHDO**. The **CITY** may withhold any payments to the **CHDO** for the purpose of set-off until such time as the exact amount for damages due to the **CITY** from the **CHDO** is determined.

b. Force Majeure. This Agreement may not be terminated if the failure to perform rises from unforeseeable causes beyond the control and without the fault or negligence of either party. Such causes may include, but are not restricted to: acts of God; acts of the public enemy; acts of the Government in either its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault and negligence of either party. In the event of default, lack of compliance or failure to perform on the part of the **CHDO**, the **CITY** reserves the right to exercise corrective or remedial actions, to include, but are not

limited to:

i. Requesting additional information from the **CHDO** to determine reasons for, or extent of noncompliance or lack of performance;

ii. Issuing a written warning advising the **CHDO** of deficiency and advising the **CHDO** that more serious sanctions may be taken if situation is not remedied;

iii. Advising the **CHDO** to suspend, discontinue or not incur costs for activities in question;

iv. Withholding payment for services provided; or

v. Requiring the **CHDO** to reimburse the **CITY** for the amount of costs incurred for any items determined to be ineligible.

c. Termination for Convenience. The **CITY** may terminate this Agreement at any time, by giving written notice to the **CHDO** of such termination and specifying the effective date of such termination, at least fifteen (15) days before the effective date thereof. In that event, assets shall become the property of the **CITY** in accordance with Part I, Section 6. g. of this Agreement. If this Agreement is terminated by the **CITY** as provided herein, the **CHDO** will be paid an amount equal to the services actually performed, less payments of compensation previously made.

15. Assignment and Subcontracting. The **CHDO** shall not assign or otherwise transfer any interest in this Agreement nor enter into any subcontract pursuant to this Agreement without submitting said proposed subcontract to the **CITY** and without the prior written approval of the **CITY**. Subcontractors shall be required to comply with all federal requirements/regulations with which the **CHDO** is obligated to comply under this Agreement. It shall be the **CHDO**'s responsibility to ensure that all federal requirements/regulations are included in said subcontracts and that all subcontractors abide by said requirements. The **CITY** shall have the right to withhold approval at its sole discretion.

16. HUD Requirements. Unearned payments under this Agreement may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by **HUD** at any time.

17. CHDO Indemnification. The **CHDO** shall indemnify, defend and hold harmless the **CITY,** its officers, employees and agents from and against any and all claims, liability, loss, charges, damages, costs, expenses, judgment, settlement expenses and attorneys fees, which any of them may hereafter sustain, incur or be required to pay arising out of or in any way related to the design, construction and installation of projects funded through this Agreement and related Project Agreements. Upon filing with the **CITY** of a claim for damages arising out of the acts which the **CHDO** herein agrees to indemnify, defend and hold **CITY** and others harmless, the **CITY** shall notify the **CHDO** of such claim and in the event that the **CHDO** does not settle or

compromise such claim, the **CHDO** shall undertake the legal defense of such claim both on behalf of the **CHDO** and/or the **CITY** and its officers, employees and agents. It is specifically agreed that the **CITY**, at the **CHDO**'S cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against the **CITY** or any of its officers, employees or agents for any cause for which the **CHDO** is liable, shall be conclusive against the **CHDO** as to liability and the amount of damages.

18. Construction Bonding and Insurance. All construction contracts or subcontracts over $100,000 let as the result of this Agreement shall include the following requirements:

a. a bid guarantee, such as a bid bond, cashier's check or certified check, from each bidder equivalent to five percent of the bid price;

b. a performance bond for 100 percent of the contract price; and

c. a payment bond for 100 percent of the contract price.

All such bonds obtained must be from companies listed in Treasury Circular 570, and provided to the **CITY** prior to commencement of construction.

19. Insurance. The **CHDO** shall maintain insurance coverage in the amount deemed adequate by the **CITY** for all risks inherent in the functions and aspects of its operation including but not limited to risks of fire, casualty, automobile liability coverage, workmen's compensation insurance as required by law, and liability insurance for personal injury and property damage.

a. At a minimum, the **CHDO** shall maintain insurance policies in the following minimum limits, which shall be written and enforceable in accordance with the laws of the State of Wisconsin.

i. Commercial General Liability: Bodily Injury, $1,000,000 each occurrence; $2,000,000 aggregate

ii. Automobile Liability - $1,000,000 combined single limit

iii. Worker's Compensation – Statutory limits

iv. Umbrella Excess Liability - $1,000,000 aggregate

b. Said insurance coverage shall be verified by a Certificate of Insurance issued to the **CITY**, c/o Department of Community Development & Inspection, 625 52nd Street, Room 308, Kenosha, Wisconsin 53140. The policy/policies shall provide that should the described policies be canceled, terminated, or not renewed before the expiration date thereof, the issuing insurer shall mail thirty (30) days advance, written notice to the **CITY**. The policy/policies shall name the **CITY** as an additional insured and the **CHDO** shall provide the **CITY** with a copy of the endorsement.

c. The **CHDO** shall obtain, and keep in full force and effect during the entire progress of construction and extending through the conveyance of the property builder's risk and/or homeowner's insurance providing property damage insurance upon all structures constructed with **HOME** funds, for the full insurable value of such structures, against loss of fire, lightning, windstorm, vandalism and all other extended coverage perils customarily insured against. Such insurance policy shall name the **CITY** as an additional insured.

20. Copyrights and Patents. If this Agreement results in a book or other copyright materials or patent materials, the **CHDO** may copyright or patent such, but the **CITY** and the United States Government reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use such materials and to authorize others to do so.

21. City Responsibilities.

a. The **CITY** shall provide to the **CHDO** information regarding its requirements for projects either partially or wholly funded with **HOME** funds, including its Minimum Housing Rehabilitation Standards.

b. The **CITY** shall provide the **CHDO** with any changes in **HOME** regulations or program limits that affect any project funded through this Agreement, including but not limited to income limits, property value limits and subsidy limits.

c. The **CITY** shall provide the **CHDO** with a copy of the mortgage, mortgage note and HOME Program Lien forms to be used in the sale of homebuyer units.

d. The **CITY** shall conduct the required environmental review and request a release of funds for all projects funded through this Agreement as required under 24 CFR Part 58.

e. The **CITY** shall conduct progress inspections of work completed to protect its interests as regulatory authority for the project, and will provide information to the **CHDO** regarding any progress inspections or monitoring to assist it in ensuring compliance.

f. The **CITY** shall review and approve the income determination completed by the **CHDO**, mortgages, notes, **HOME** Lien documents and written agreements prior to scheduling of a closing with homebuyers. Should any said documents not be approved by **CITY**, the **CHDO** agrees to make changes to said documents as requested by **CITY**. Upon acceptance of each mortgage and **HOME** Lien documents, they shall be recorded at the Kenosha County Register of Deeds.

g. The **CITY**'s review and approval of the projects funded through this Agreement will relate only to overall compliance with the general requirements of this Agreement, **HOME** regulations under 24 CFR Part 92, and all **CITY** regulations and ordinances. Nothing contained herein shall relieve the **CHDO** of any responsibility as provided under this Agreement nor shall it be relieved of its duty to review its obligations under 24 CFR Part 92, as

may be amended.

h. The **CITY**'s failure to complete one or more of its responsibilities pursuant to this section shall not create any liability on the part of the **CITY**.

22. Notices. All notices and other communications required or permitted hereunder shall be in writing and delivered either by hand or certified mail, return receipt requested, addressed to the **CITY** or the **CHDO**, as the case maybe, at the address therefor set forth below, or at such other address as either party shall hereafter designate by like notice. Notice shall be effective as of the date of delivery, if by hand, or mailing if by certified mail.

If to **CITY**, then to:

City of Kenosha
Department of Community Development & Inspection
625 52nd Street, Room 308
Kenosha, Wisconsin 53140

with a copy to:

City Attorney
Municipal Building, Room 201
625 52nd Street
Kenosha, Wisconsin 53140

If to the **CHDO**, then to:

President
Habitat for Humanity of Kenosha, Inc.
6203 28th Avenue
Kenosha, WI 53143

23. Modification. Neither this Agreement nor any term or condition hereof may be modified or amended, except by an agreement in writing, executed and delivered by the party against whom enforcement of such modification or amendment is sought. Notwithstanding the above, should any provisions, paragraphs, sentences, words or phases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Wisconsin or Kenosha County, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

24. Title and Paragraph Headings. The titles and headings of sections and subsections of this Agreement are for convenient reference and shall in no way affect the construction of any of the terms or conditions hereof.

25. Choice of Law and Forum. The parties hereto agree that this Agreement shall be

construed and enforced according to the laws of the State of Wisconsin.

26. Waiver. No extension of time, forbearance, neglect or waiver on the part of a party with respect to any one or more of the covenants, terms or conditions of this Agreement shall be construed as a waiver of any of the other covenants, terms or conditions of this Agreement, or as an estoppel against the party, nor shall any extension of time, forbearance or waiver on the part of a party in any one or more instance or particulars be construed to be a waiver or estoppel in respect to any other instance or particular covered by this Agreement.

27. Representation of Authority. Each of the undersigned hereby represents and warrants that: **(a)** such party has all requisite power and authority to execute this Agreement; **(b)** the execution and delivery of this Agreement by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and **(c)** this Agreement constitutes the valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of the Agreement.

28. Independent Contractor. The **CHDO** and its employees and agents shall be deemed to be independent contractors, and not agents or employees of the **CITY**, and shall not attain any rights or benefits under the civil service or pension ordinances of the **CITY**, or any rights generally afforded classified or unclassified employee; further they shall not be deemed entitled to state Compensation benefits as an employee of the **CITY**.

29. Effective Date. This Agreement shall be in effect upon approval and execution by the **CITY** and the **CHDO**. This Agreement shall be effective on the date of last execution (the "Effective Date").

Signature pages follow

IN WITNESS WHEREOF, the parties hereto have herein executed this Agreement on the dates below given.

CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation

BY:_____
KEITH G. BOSMAN, Mayor
Date:_____

BY:_____
DEBRA L. SALAS
City Clerk/Treasurer
Date:_____

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2014, **KEITH G. BOSMAN, Mayor,** and **DEBRA L. SALAS, City Clerk/Treasurer**, of the **CITY OF KENOSHA, WISCONSIN,** a municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said City, by its authority.

_____
Notary Public, Kenosha County, WI.
My Commission expires/is:_____

HABITAT FOR HUMANITY OF KENOSHA, INC.
A Wisconsin Non-stock Corporation

BY:_____
Joyce Pavlina, President

Date:_____

BY:_____
Kevin Pratt, Secretary

Date:_____

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2014, Joyce Pavlina , and Kevin Pratt, of Habitat for Humanity of Kenosha, Inc., a Wisconsin Non-stock corporation, to me known to be such President and Secretary of said Wisconsin corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said Corporation, by its authority.

_____
Notary Public, Kenosha County, WI.
My Commission expires/is:_____

CLINICAL AFFILIATION AGREEMENT FOR HEALTH OCCUPATIONS

By And Between

THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation,

And

GATEWAY TECHNICAL COLLEGE
3520 30th Avenue,
Kenosha, Wisconsin 53144

This Agreement is made effective this 18th day of March, 2014 ("Effective Date") by and between the City of Kenosha, Wisconsin, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin ("CITY") and Gateway Technical College, a Wisconsin institution for technical education and training ("GATEWAY").

WITNESSETH

WHEREAS, GATEWAY administers educational curricula for various health occupations (each a "Program" and collectively the "Programs"), and seeks to provide, as part of the Program curricula, supervised clinical experiences for GATEWAY students enrolled in the Programs ("Students"); and

WHEREAS, the CITY through its Fire Department ("Clinical Education Setting") serves patients/residents in various health settings through the provision of treatments and services consistent with one or more Programs, and seeks to train future health care practitioners by providing Students with supervised clinical experiences at the Clinical Education Setting sites, consistent with the educational objectives of Students and GATEWAY; and

WHEREAS, GATEWAY and the CITY have determined that each may best accomplish its objectives by mutual assistance, and seek to describe their affiliation in this Agreement combined with the Program Addenda attached to and made a part of this Agreement;

NOW THEREFORE, in consideration for the mutual promises contained herein, GATEWAY and the CITY agree as follows:

ARTICLE 1 – GATEWAY RIGHTS AND RESPONSIBILITIES

In addition to its rights and responsibilities described elsewhere in this Agreement, GATEWAY shall have the following rights and responsibilities:

1.1 PREPARATION OF STUDENTS FOR CLINICAL PLACEMENT. GATEWAY shall ensure, through qualified faculty, that each Student assigned to the Clinical Education Setting is adequately prepared to benefit from such assignment. A Student's preparedness shall be measured by: (i) academic performance indicating an

ability to understand what Student will observe and/or perform during the clinical placement; and (ii) appreciation of the nature and seriousness of the work Student will observe and/or perform.

1. 2 ELIGIBLE STUDENTS FOR THE CLINICAL EDUCATION SETTING. After receiving from the Clinical Education Setting the number of placements available for Students, GATEWAY shall submit a list of Students available for assignment to the Clinical Education Setting.

1.3 EDUCATIONAL COORDINATOR. GATEWAY shall appoint a faculty member to serve as Educational Coordinator for each Program, and shall communicate his or her name, title and telephone number to the Clinical Education Setting. The Educational Coordinator shall be responsible for overall management of the Students' educational experience, and may be assigned as Educational Coordinator for one or more Programs.

1.4 PROFESSIONAL LIABILITY INSURANCE. GATEWAY shall provide to each Student assigned to the Clinical Education Setting professional liability insurance pursuant to Article 8 of this Agreement. This coverage shall be provided at no cost to the Clinical Education Setting. Proof of insurance shall be provided to the Clinical Education Setting upon request. In the event that insurance is discontinued, or carrier changed, GATEWAY shall notify Clinical Education Setting immediately.

1.5 ACCREDITATION AND LICENSURE. GATEWAY shall maintain, at all times during the term of this Agreement: (i) regional accreditation as an educational institution; (ii) all licensures and approvals from the State of Wisconsin necessary to the applicable Program; and (iii) full and unrestricted accreditation of the Programs from the accrediting organization specified in the applicable Program Addendum. GATEWAY shall promptly notify the Clinical Education Setting of any change in its accreditation, approval or licensure status.

1.6 BACKGROUND INVESTIGATIVE DISCLOSURE. If required, responsibility for background investigative disclosure, pursuant to the Wisconsin Caregiver Background Check Law, shall be as described in the Program Addendum.

ARTICLE 2 - CLINICAL EDUCATION SETTING RIGHTS AND RESPONSIBILITIES

In addition to its rights and responsibilities described elsewhere in this Agreement, the Clinical Education Setting shall have the following rights and responsibilities:

2.1 ASSIGNMENT OF STUDENTS TO THE CLINICAL EDUCATION SETTING. The Clinical Education Setting shall have the sole discretion to select students for assignment to the Clinical Education Setting from the list of Students submitted by GATEWAY. The Clinical Education Setting shall have the sole discretion to determine its capacity to accept Students for clinical placement under this Agreement, whether such capacity is described in terms of the number of Students on-site at any one time, the number of hours of clinical supervision that the Clinical Education Setting can provide over a period of time, or other such description of capacity. The Clinical Education Setting shall communicate such capacity to GATEWAY before GATEWAY submits its list of students available for assignment to the Clinical Education Setting. The Clinical Education

Setting shall have the sole discretion to remove any Student from the Clinical Education Setting at any time.

2.2 SITE COORDINATOR. The Clinical Education Setting shall appoint an employee or representative to serve as a coordinator at the site for each Program (for purposes of this Agreement, the "Site Coordinator" and as may be described in the Program Addendum), and shall communicate his or her name, title and telephone number to GATEWAY. The Site Coordinator shall be responsible for overall management of the experience at the Clinical Education Setting, and may be assigned as Site Coordinator for one or more Programs.

2.3 ORIENTATION. The Clinical Education Setting shall provide GATEWAY faculty and Students with a comprehensive orientation to the Clinical Education Setting. The orientation shall include a comprehensive review and explanation of the policies, rules, regulations and procedures of the Clinical Education Setting required to be followed by GATEWAY faculty and Students, including but not limited to those relating to the confidentiality of patient health information required by state and federal law, as well as the consequences for failing to abide by the policies, rules, regulations and procedures. The orientation shall also include a comprehensive review and explanation of the Clinical Education Setting's emergency and safety protocols and policies, a tour of the physical facilities and such other orientation activities as may be deemed appropriate by GATEWAY and the Clinical Education Setting.

2.4 QUALIFIED SUPERVISION. Clinical Education Setting shall assure that a qualified practitioner supervises each Student. A practitioner shall be qualified if he or she: (i) maintains licensure or certification as appropriate for the particular Program; (ii) possesses adequate experience; (iii) demonstrates competence in the area of practice; and (iv) demonstrates interest and ability in teaching. The Student to practitioner ratio shall not exceed that ratio specified in the applicable Program Addendum, if any.

2.5 STUDENT ACCESS TO THE CLINICAL EDUCATION SETTING AND PATIENTS. The Clinical Education Setting shall permit access by Students to any and all areas of the Clinical Education Setting as reasonably required to support Students' clinical development and as permitted under applicable law. These areas shall include patient care units, laboratories, ancillary departments, cafeteria and parking facilities.

2.6 ACCREDITATION, LICENSURE AND ELIGIBILITY. The Clinical Education Setting shall maintain, at all times during the term of this Agreement all qualifications necessary to provide services under this Agreement, including: (i) full and unrestricted accreditation, as appropriate and as described in the Program Addendum; (ii) all necessary licensures, certifications and approvals from the State of Wisconsin or other authority; and (iii) if applicable, eligibility for participation in the Medicare and Medicaid programs. The Clinical Education Setting shall immediately notify GATEWAY of any change in the Clinical Education Setting’s qualifications, accreditation, licensure or eligibility status.

2.7 CLINICAL COMPONENT REQUIREMENTS. The clinical component offered by GATEWAY shall in all respects be implemented and administered by the Clinical Education Setting in a manner that meets the requirements of any agency that accredits, licenses, certifies or otherwise oversees the Program, other authorities identified by GATEWAY, and all applicable laws.

2.8 FINAL AUTHORITY. The Clinical Education Setting retains final authority for all aspects of operations at and management of the Clinical Education Setting.

2.9 REMUNERATION. Students may not receive remuneration for services relating to the Program and performed for or on behalf of the Clinical Education Setting.

ARTICLE 3 - JOINT RIGHTS AND RESPONSIBILITIES

In addition to their rights and responsibilities described elsewhere in this Agreement, GATEWAY and the Clinical Education Setting shall have the following rights and responsibilities.

3.1 SUPERVISION AND EVALUATION OF STUDENTS. GATEWAY and the Clinical Education Setting shall, in good faith, work cooperatively to assure adequate supervision and evaluation of Students while Students are on-site at the Clinical Education Setting. Both parties shall reinforce with Students: (i) the seriousness of the service being performed at the Clinical Education Setting, including the Students' impact upon patients' well being; (ii) the importance of abiding by the Clinical Education Setting rules and regulations; and (iii) the confidentiality of patient identities and health information. GATEWAY shall, if the Clinical Education Setting so desires, assure prompt feedback to the Clinical Education Setting regarding Students' evaluation of their clinical experience at the Clinical Education Setting. The Clinical Education Setting shall assure prompt feedback to GATEWAY regarding Students' performance at the Clinical Education Setting and additional feedback as described in the Program Addendum, if any.

3.2 REVIEW AND EVALUATION OF AFFILIATION. GATEWAY and the Clinical Education Setting agree to review and evaluate any and all aspects of their affiliation at periodic intervals, and to work cooperatively to establish and maintain clinical experiences that meet their respective objectives based on clinical education availability and coordination with other commitments of the Clinical Education Setting. This Agreement may be amended or modified pursuant to Article 6.4 to reflect changes in the parties' relationship.

ARTICLE 4 - STUDENT RIGHTS AND RESPONSIBILITIES

GATEWAY and the Clinical Education Setting shall instruct Students regarding Students' rights and responsibilities while on site at the Clinical Education Setting. These rights and responsibilities shall include the following:

4.1 CONDUCT. Student shall, at all times while on the Clinical Education Setting premises, conduct himself or herself in a professional manner and shall refrain from loud, boisterous, offensive or otherwise inappropriate conduct. Student shall refrain from the improper use of alcohol or other drugs, and shall not except as otherwise permitted by law carry any firearms or other weapons while on the Clinical Education Setting premises. Student shall abide by all policies, rules, regulations and procedures of the Clinical Education Setting and GATEWAY, including but not limited to the confidentially of patient health information required by state and federal law. Failure to abide by the polices, rules, regulations and procedures may result in the Student's removal from the Program and the Clinical Education Setting. Student shall be personally liable to the CITY and the Clinical

Education Setting for any damages, liabilities, costs or expenses arising out of or in anyway related to the Student's failure to abide by the polices, rules, regulations and procedures of the Clinical Education Setting. Student shall indemnify, defend, and hold harmless the CITY, the Clinical Education Setting and their officers, employees and agents from and against any and all liabilities, claims, losses, lawsuits, judgments and/or expenses including actual attorney fees, arising out of or in any way related to the Student"s failure to abide by the policies, rules, regulations and procedures of the Clinical Education Setting. The Student's personal liability and obligation to indemnify, defend and hold harmless shall survive beyond the expiration of the Student's participation in the Program.

4.2 TIMELINESS. Student shall report to the Clinical Education Setting at the assigned place and time. Student shall immediately inform the Clinical Education Setting and GATEWAY of Student's inability to report to the Clinical Education Setting as assigned.

4.3 UNIFORM AND IDENTIFICATION. Student shall wear the uniform or other clothing as directed by GATEWAY. Student shall display proper identification as directed by the Clinical Education Setting. Student's appearance shall be, at all times, neat and clean, and follow the Clinical Education Setting dress code policy.

4.4 PERSONAL EXPENSES. While at the Clinical Education Setting, Student shall be responsible for Student's personal expenses such as meals, travel, medical care and incidentals.

4.5 EVALUATION OF CLINICAL EXPERIENCE. Student shall, upon request of GATEWAY or the Clinical Education Setting, provide a candid written evaluation of the clinical experience at the Clinical Education Setting including, without limitation, preparation for the on-site experience, orientation to the Clinical Education Setting and experience and supervision at the Clinical Education Setting.

ARTICLE 5 - STUDENT HEALTH POLICIES

5.1 EMERGENCY MEDICAL SERVICES. If Student is injured or becomes ill while at the Clinical Education Setting, the Clinical Education Setting shall provide emergent or urgent medical care, as appropriate, consistent with the Clinical Education Setting's capability and policies. The Clinical Education Setting shall promptly notify GATEWAY that Student has been injured or has become ill. Student shall bear full financial responsibility for charges associated with said treatment.

5.2 IMMUNIZATIONS. GATEWAY shall assure that Student has received, before reporting to the Clinical Education Setting, appropriate immunizations and vaccines, or, in the alternative, has completed the appropriate declination of immunization form, notice of which is provided to the Clinical Education Setting. Proof of immunization shall be provided by GATEWAY to Clinical Education Setting upon request. The Clinical Education Setting shall have the sole discretion to refuse assignment of any Student to, or remove any Student from, the Clinical Education Setting who has not received any immunization which may be required by the Clinical Education Setting.

5.3 OSHA POLICIES. Clinical Education Setting shall instruct Students regarding precautions and other procedures to protect Students, patients and the Clinical Education Setting personnel from blood borne and other pathogens.

ARTICLE 6 - TERM AND TERMINATION

6.1 INITIAL AND RENEWAL TERM. Subject to Article 6.2, this Agreement shall be effective as of the date set forth above ("Effective Date") and shall continue for an initial term of one academic or Program year as set forth in the Program Addendum. Thereafter, this Agreement shall automatically renew and continue in full force and effect for any and all periods during which any Student in a Program is placed at and accepted by the Clinical Education Setting. Notwithstanding the foregoing, either party may choose not to renew this Agreement at the end of the then-current Program by providing the other with not less than sixty (60) days' advance written notice of its intent not to renew prior to the end of then-current Program.

6.2 TERMINATION. Notwithstanding Article 6.1, this Agreement may be terminated as follows.

A. GATEWAY and/or the Clinical Education Setting may terminate this Agreement at any time with or without cause, and on any terms in writing, though the parties shall attempt, in good faith and using their best effort, to effectuate the termination to coincide with a normal academic or Program break.

B. Immediate Termination. GATEWAY may immediately terminate this Agreement and any and all Program Addenda upon written notice to Clinical Education Setting if the Clinical Education Setting fails to maintain full and unrestricted accreditation, licensure and, if applicable, eligibility as required under Article 2.6 of this Agreement. The Clinical Education Setting may immediately terminate this Agreement and any and all Program Addenda upon written notice to GATEWAY if GATEWAY fails to maintain full and unrestricted accreditation and licensure as required under Article 1.5 of this Agreement. In addition, the Clinical Education Setting may also immediately terminate any Program Addenda upon written notice to GATEWAY if GATEWAY fails to maintain full and unrestricted accreditation with respect to said Program as required under the applicable Program Addendum.

6.3 EFFECT OF TERMINATION. Upon termination of this Agreement, no party shall have any further obligation hereunder except for obligations accruing under the terms of this Agreement prior to the date of termination.

6.4 AMENDMENTS AND MODIFICATIONS. This Agreement may be amended or modified at any time with the signed written approval of the parties and made a part of this Agreement.

ARTICLE 7 - INDEMNIFICATION AND LIABILITY

7.1 GATEWAY. GATEWAY shall indemnify, defend and hold harmless the Clinical Education Setting, its governing board, officers, employees and agents from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses including attorney fees, arising, either directly or indirectly, from any act or failure to act by GATEWAY or any of its employees. GATEWAY shall indemnify, defend and hold harmless the Clinical Education Setting for any acts or omissions by any Student that may arise during the course and scope of the clinical experience as described in this Agreement and the attached Program Addendum..

THE CLINICAL EDUCATION SETTING. The Clinical Education Setting shall indemnify, defend and hold harmless GATEWAY TECHNICAL COLLEGE, its governing board, officers, faculty, employees and agents from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses including attorney fees, arising, either directly or indirectly, from any act or failure to act by the Clinical Education Setting or any of its employees, agents, medical residents or members of its medical, dental or professional staff that may occur during or that may arise out of this Agreement.

COSTS. In the event each party is found to be at fault, then each shall bear its own costs and attorney fees and its proportionate share of any judgment or settlement based on its percentage of fault, as determined by a procedure established by the parties.

7.2 SURVIVAL. This Article 7 shall survive the expiration, non-renewal or termination of this Agreement.

ARTICLE 8 - INSURANCE

GATEWAY shall maintain, at no cost to the Clinical Education Setting, general and professional liability insurance covering GATEWAY as an entity and each of its employees and agents against general and professional liability claims, in the minimum amount of one million dollars ($1,000,000) per occurrence. Evidence of such insurance shall be provided to the Clinical Education Setting upon request.

ARTICLE 9 - NOTICES AND COMMUNICATIONS

9.1 NOTICES. Any notice required to be given in this Agreement by any of the parties is to be by certified mail with return receipt or by personal service addressed to GATEWAY or the Clinical Education Setting as the case may be as set forth below. Either party may designate a different address by delivery, sending or serving written notice of such change of address upon the other party. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail.

If to GATEWAY:	Terry Simmons Dean of Service Occupations Gateway Technical College 496 McCanna Parkway Burlington, Wisconsin 53105
If to Clinical Education Setting:	City Clerk/Treasurer City of Kenosha Municipal Building 625 52nd Street, Room 105 Kenosha, Wisconsin 53144
With copies to:	Fire Chief City of Kenosha Municipal Building 625 52nd Street, Room 109 Kenosha, WI 53140

Office of the City Attorney
City of Kenosha Municipal Building
625 52nd Street, Room 201
Kenosha, Wisconsin 53140

9.2 OTHER COMMUNICATIONS. Communications, other than notices as described in Article 9.1, whether written or oral, shall be directed to the appropriate GATEWAY Dean, Educational Coordinator or Site Coordinator as indicated in the Program Addendum.

ARTICLE 10 - NON-EXCLUSIVE

The parties agree that GATEWAY shall be free to enter into similar agreements with other facilities, and that the Clinical Education Setting shall be free to enter into similar agreements with other educational institutions.

ARTICLE 11 - GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

ARTICLE 12 - INVALID PROVISION

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

ARTICLE 13 - ASSIGNMENT

No assignment by a party of this Agreement or its rights and responsibilities hereunder shall be valid without the specific written consent of the other party.

ARTICLE 14 - RELATIONSHIP OF PARTIES

GATEWAY and the Clinical Education Setting, including their respective agents and employees, shall be, at all times, independent contractors of the other. Nothing in this Agreement is intended or shall be construed to create a joint venture relationship, a partnership, a lease, or a landlord/tenant relationship. Should any governmental agency question or challenge the independent contractor status of GATEWAY, the Clinical Education Setting or their employees, both GATEWAY and the Clinical Education Setting, upon receipt by either of them of notice, shall promptly notify the other party and afford the other party the opportunity to participate in any government agency discussions or negotiations, irrespective of how such discussions or negotiations are initiated.

ARTICLE 15 - CONFIDENTIALITY OF RECORDS

15.1 STUDENT RECORDS. GATEWAY and the Clinical Education Setting acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA") and that, generally, student permission must be obtained before releasing specific student data to anyone other than GATEWAY.

GATEWAY agrees to provide the Clinical Education Setting with guidance with respect to compliance with FERPA.

15.2 PATIENT HEALTH CARE RECORDS. GATEWAY and the Clinical Education Setting acknowledge that patient health information is protected under Wisconsin law (e.g., Wis. Stat. §§ 146.82, 51.30 and 252.15) and the Health Insurance Portability and Accountability Act ("HIPAA") and its accompanying regulations. The Clinical Education Setting agrees to provide Students and GATEWAY with guidance with respect to compliance with these statutes and regulations upon request. No patient identifiable information may leave the Clinical Education Setting without Clinical Education Setting administrative approval.

ARTICLE 16 - NON-DISCRIMINATION

GATEWAY and the Clinical Education Setting shall not unlawfully discriminate against any individual on the basis of race, creed, color, sex, religion, age, disability or national origin, and shall comply with applicable anti-discriminatory laws and policies promulgated by GATEWAY.

ARTICLE 17 - ENTIRE AGREEMENT

This Agreement, together with one or more Program Addenda attached (or that later may be attached) hereto, constitutes the entire agreement between the parties and contains all the agreements between the parties with respect to the subject hereof. This Agreement supersedes any and all other agreements, in writing or oral, between the parties hereto with respect to the subject matter thereof.

Signatures on following pages

THIS AGREEMENT PRESUMES THE EXECUTION OF ONE OR MORE PROGRAM ADDENDA.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF KENOSHA, WISCONSIN
A Wisconsin Municipal Corporation

BY: _____
KEITH G. BOSMAN, Mayor

Date:_____

BY: _____
DEBRA SALAS, CITY Clerk/Treasurer

Date:_____

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2014, KEITH G. BOSMAN, Mayor, and DEBRA SALAS, City Clerk/Treasurer, of the CITY OF KENOSHA, WISCONSIN, a municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said City, and acknowledged that they executed the foregoing instrument as such officers as the agreement of said City, by its authority.

_____
Notary Public, Kenosha County, WI.
My Commission expires/is:_____

GATEWAY TECHNICAL COLLEGE
a Wisconsin technical college

BY:_____
MARK ZLEVOR
Chief Financial Officer
Vice President Administration

Date:_____

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2014, MARK ZLEVOR, Chief Financial Officer/Vice President Administration of GATEWAY TECHNICAL COLLEGE, to me known to be Chief Financial Officer and Vice President of Administration of said Technical College, and acknowledged that he executed the foregoing instrument as such officer as the agreement of said College, by its authority.

_____
Notary Public, Kenosha County, WI
My Commission expires/is:_____

Drafted By:
JONATHAN A. MULLIGAN,
Assistant City Attorney

PROGRAM ADDENDUM TO THE CLINICAL AFFILIATION AGREEMENT FOR HEALTH OCCUPATIONS

This Agreement is made effective this 18th day of March, 2014 ("Effective Date") by and between the City of Kenosha, Wisconsin, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin ("CITY") and Gateway Technical College, a Wisconsin institution for technical education and training ("GATEWAY").

WHEREAS, GATEWAY and Clinical Education Setting have executed a Clinical Affiliation Agreement for Health Occupations dated March 18, 2014 ("Agreement") that describes their relationship regarding educational and clinical experiences for Students enrolled in one or more of GATEWAY'S health occupation programs; and

WHEREAS, the Agreement provides for the execution of a Program Addendum pertaining to each health occupation program to which it applies and any capitalized terms not defined in this Program Addendum shall have the meaning set forth in the Agreement; and

WHEREAS, the parties desire to execute this Program Addendum to effectuate the Agreement with regard to GATEWAY'S Paramedic Program ("Program");

NOW, THEREFORE, with regard to the Program, the parties agree as follows:

1. Pursuant to Article 1.3 of the Agreement, GATEWAY's Educational Coordinator for the Program shall be: Gary E. Leyer EMS Program Chair, Gateway Technical College, 380 McCanna Parkway, Burlington, WI, 53105.

2. Pursuant to Article 1.6 of the Agreement, all Students who are assigned to the Clinical Education Setting shall have had a national background check performed under the direction of GATEWAY in accordance with applicable Wisconsin Caregiver Background Check Law. The background check shall include but not be limited to obtaining, as applicable, information from the Wisconsin Departments of Justice, Regulation and Licensing, and Health Services and from out-of-state agencies if the Student has lived outside of Wisconsin within the past three years. The results of the background check will be evaluated by GATEWAY and the Clinical Education Setting to determine if the Student will be barred from assignment to the Clinical Education Setting. Prior to assignment of the Student, GATEWAY will notify the Clinical Education Setting in writing of any crime of which Student has been convicted so that the Clinical Education Setting may make a determination as to whether the conviction(s) is substantially related to the duties the Student would be performing and if so whether the conviction(s) will bar the Student from assignment to the Clinical Education Setting. The Clinical Education Setting may also refuse placement of any Student the Clinical Education Setting believes could put its patients, employees and/or visitors at risk or is not to the same standard as its own internal employees. GATEWAY hereby agrees to notify the Clinical Education Setting in writing when GATEWAY becomes aware that any Student on site at the Clinical Education Setting is being investigated by any regulatory agency, charged with or convicted of any crime or is investigated by any governmental agency. Upon receipt of the written notification, the Clinical Education Setting may suspend or remove the Student from the Program. Both GATEWAY and the Clinical Education Setting understand that the Student has an ongoing duty to report to GATEWAY should there be any change from the initial national background check.

3. Pursuant to Article 2.2 of the Agreement, the Clinical Education Setting's Site Coordinator shall be EMS Division Chief James Poltrock, Kenosha Fire Department, 625 – 52nd Street, Kenosha, WI 53140.

4. Pursuant to Article 2.4 of the Agreement, responsibility for qualified supervision shall be as follows: Clinical Instructors assigned to the Program will be responsible for provision, coordination and supervision of the clinical instruction, and the experience to be provided by Clinical Education Setting to the Students enrolled in the Program. Clinical Instructors will be licensed by the State of Wisconsin in good professional standing with at least two (2) years of experience as a Wisconsin licensed EMT Paramedic with current ACLS recognition or such higher number of years of experience as requested by accreditation agencies, and have such other qualifications and experience as agreed to by GATEWAY and the Clinical Education Setting or as may be required for Program accreditation by accrediting agencies and authorities.

5. Pursuant to Article 2.7 of the Agreement, the clinical component offered by GATEWAY shall in all respects be implemented and administered by the Clinical Education Setting in a manner that meets the requirements of any accreditation agency that accredits the Program, including the Wisconsin Technical College System and the DHS State EMS Office.

6. Pursuant to Article 3.1 of the Agreement, the Clinical Education Setting shall provide the following additional feedback to the Program: Evaluation of clinical performance by enrolled Students at the Clinical Education Setting will be the responsibility of the Clinical Instructors and the Clinical Education Setting. The Clinical Instructors will participate in evaluation of the Student through written communication. It is the responsibility of the Clinical Instructors to notify GATEWAY of performance of a Student that is less than satisfactory in a timely manner so that appropriate remediation may be initiated by the Clinical Education Setting, and if necessary, other action including removal from the Program taken with the assistance of GATEWAY. GATEWAY, following review of written reports and input from the Clinical Education Setting concerning Student performance and coursework in the Program, will assign the final Pass-Fail grade to the Student for each clinical internship.

7. Pursuant to Article 6.1, the initial term of the Agreement shall be one Program year ending on March 17, 2015.

8. All other terms of the Agreement shall apply, as applicable, to the Program and this Program Addendum.

9. This Program Addendum shall be effective as of the date first written above and shall continue in full force and effect for so long as the Agreement remains in full force and effect unless this Program Addendum is (a) terminated prior to termination of the Agreement pursuant to Article 6.2 of the Agreement, or (b) superseded by the execution of an amended and/or restated Program Addendum.

IN WITNESS WHEREOF, the parties have executed this Program Addendum to the Affiliation Agreement for Health Occupations as of the Effective Date.

CITY OF KENOSHA, WISCONSIN
A Wisconsin Municipal Corporation

BY: _____
KEITH G. BOSMAN, Mayor

Date:_____

BY: _____
DEBRA SALAS, CITY Clerk/Treasurer

Date:_____

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2014, KEITH G. BOSMAN, Mayor, and DEBRA SALAS, City Clerk/Treasurer, of the CITY OF KENOSHA, WISCONSIN, a municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said City, and acknowledged that they executed the foregoing instrument as such officers as the agreement of said City, by its authority.

_____
Notary Public, Kenosha County, WI.
My Commission expires/is:_____

GATEWAY TECHNICAL COLLEGE
a Wisconsin technical college

BY:_____
MARK ZLEVOR
Chief Financial Officer
Vice President Administration

Date:_____

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2014, MARK ZLEVOR, Chief Financial Officer/Vice President Administration of GATEWAY TECHNICAL COLLEGE, to me known to be Chief Financial Officer and Vice President of Administration of said Technical College, and acknowledged that he executed the foregoing instrument as such officer as the agreement of said College, by its authority.

_____
Notary Public, Kenosha County, WI.
My Commission expires/is:_____

Drafted By:
JONATHAN A. MULLIGAN,
Assistant City Attorney

LEASE

By And Between

THE CITY OF KENOSHA, WISCONSIN,
a Wisconsin Municipal Corporation,

And

COINS SPORTS BAR, INC.
a Wisconsin Corporation

THIS INDENTURE made this _____ day of _____, 2014 ("Effective Date"), by and between the CITY OF KENOSHA, WISCONSIN, a municipal corporation, hereinafter, referred to as the "Lessor," and COINS SPORTS BAR, INC., a Wisconsin Corporation, hereinafter referred to as "Lessee. '"

WITNESSETH:

In consideration of the rent and agreements of the Lessee herein, the Lessor does hereby lease, demise and let unto said Lessee the land depicted on Exhibit A attached and described as follows:

> Lot 1, Block 1 in Theleen's subdivision; a subdivision of record in the Office of the Kenosha County Register of Deeds (Tax Parcel 12-223-31-326-022) ("Premises")

1. To have and to hold unto Lessee for the term of 5 years from and after the Effective Date, the Lessee yielding and paying rent therefore, the sum of $1.00 per year payable on the Effective Date of this Lease and on the yearly anniversary thereof through the remainder of the tenancy.

2. The Premises hereby leased shall be used for parking for the Premises commonly known as 1714 52nd Street, Kenosha, Wisconsin, ("Business Location"). The Lessee agrees to obey any and all laws of the State of Wisconsin and Ordinances of the City of Kenosha and County of Kenosha, Wisconsin, pertaining in any way to the business conducted on the Premises and at the Business Location.

3. Lessee hereby agrees to pay said rent at the time and in the manner aforesaid, during the continuance of said term and shall not have the right to assign this Lease or sublet any portion of the Premises, except with written approval of the Lessor.

4. Lessee shall procure and maintain, during the Lease, insurance policies as hereinafter specified to insure against all risk and loss on the dates of its use of the Premises. The

policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the State of Wisconsin. Lessee shall annually furnish a Certificate of Insurance indicating compliance with the foregoing, including the naming of Lessor as an "additional insured", and proof of payment of premium to the Lessor for approval. Lessee shall also provide Lessor with a copy of the endorsement naming Lessor as an additional insured. The insurance policy or policies shall contain a clause that in the event any policy issued is canceled for any reason, or any material changes are made therein, Lessor will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. If for any reason, the insurance coverage required herein lapses and/or Lessee fails to maintain insurance coverage and such lapse or failure continues for fifteen (15) days after notice from Lessor to Lessee, Lessor may terminate this Lease as of the date no valid insurance policy was in effect. Certificates of policy renewals shall be furnished to the Lessor throughout the life of the Lease. Lessor reserves the right to reasonably increase the minimum liability insurance requirement set forth herein upon furnishing sixty (60) days advance written notice to Lessee, whenever minimum standards of the Lessor for all insurance policies comparable to those covering Lessee's operations hereunder are enacted which adopt or increase the minimum insurance requirements, and Lessee shall comply with said request, upon being given such advance, written notice thereof, or be considered in material default of the Lease. Should Lessee fail to furnish, deliver and maintain such insurance coverage, Lessor may obtain such insurance coverage and charge Lessee the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of Lessee to take out and/or maintain the required insurance shall not relieve Lessee from any liability under the Lease. The insurance requirement shall not be construed to conflict with the obligations of Lessee in Section 5 of this Lease. Lessee shall maintain during the course of the Lease a General Liability Insurance policy with a minimum limit of Two Million Dollars ($2,000,000.00) each occurrence and Four Million Dollars ($4,000,000.00) general aggregate.

5. Lessee does hereby agree that it will, at all times, beginning on the Effective Date and continuing thereafter during the course of the Lease, indemnify and hold harmless Lessor, and their officers, agents, employees or representatives against any and all claims, liability, loss, charges, damages, costs, expenses or reasonable attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring after the Effective Date, on the Leased Premises that are the result of the negligence, gross negligence or willful misconduct of Lessee, its officers, agents, employees or representatives; or as a result of any operations, works, acts or omission performed on the Leased Premise by Lessee, its officers, agents, employees, or representatives; or resulting from Lessee's failure to perform or observe any of the terms, covenants and conditions of the Lease; or resulting from any conditions of the Leased Premises caused by or the result of the actions of Lessee, its officers, agents, employees or representatives and by reason of which any person suffers personal injury, death or property loss or damage; provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses,

charges, damages, costs, expenses, or attorneys' fees caused or resulting from the negligent, grossly negligent, willful or intentional acts or omissions of Lessor, or any of its officers, agents, employees or representatives in which case Lessor will indemnify and hold harmless Lessee and its officers, agents, employees or representatives. Upon the filing with Lessor of a claim for damages arising out of any incident(s) which Lessee herein agrees to indemnify and hold Lessor and others harmless, Lessor shall notify Lessee of such claim, and in the event that Lessee does not settle or compromise such claim, then Lessee shall undertake the legal defense of such claim both on behalf of Lessee and Lessor. It is specifically agreed, however, that Lessor, at its own cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against Lessor, or their officers, agents, employees or representatives for any cause for which Lessee is liable hereunder, shall be conclusive against Lessee as to liability and amount of damages. This provision shall survive expiration or termination of the Lease to the extent necessary to effectuate its purpose.

6. The Lessee shall, at Lessee's sole expense, be responsible for site maintenance including, but not limited to, paving, snow removal and striping for parking. Lessee shall also be responsible for snow removal from the sidewalk adjacent to the Premises.

7. The Lessor shall have the right, for any reason whatsoever, to terminate this lease upon 60 days written notice.

8. No extension of time, forbearance, neglect or waiver by one party with respect to any one or more of the covenants, terms or conditions of this Lease shall be construed as a waiver of any of the other covenants, terms or conditions of this Lease, or as an estoppel against the waiving party, nor shall any extension of time, forbearance or waiver by one party in any one or more instance or particulars be construed to be a waiver or estoppel with respect to any other instance or particular covered by this Lease.

9. Any notice required to be given to any party to this Lease shall be in writing and delivered either by hand or certified mail, return receipt requested, to the addresses indicated below, or such address as the parties indicate in writing. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail.

If to City**:**	Office of the City Clerk/Treasurer Municipal Building, Room 105 625 - 52nd Street, Kenosha, Wisconsin 53140
With a copy to:	Office of the City Attorney Municipal Building, Room 201 625 - 52nd Street, Kenosha, Wisconsin 53140

If to Coins Sports Bar, Inc.: Jeff Gascoigne
1668 32nd Avenue
Kenosha, Wisconsin 53144

10. Representation of Authority to Enter into Lease. Each of the undersigned hereby represents and warrants that: (a) such party has all requisite power and authority to execute this Lease; (b) the execution and delivery of this Lease by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this Lease constitutes the valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of the Lease.

On behalf of COINS SPORTS BAR, INC., this Lease is hereby accepted pending approval by the Kenosha Common Council.

COINS SPORTS BAR, INC.
A Wisconsin Corporation

BY:_____
JEFF GASCOIGNE
Date:_____

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)
Personally came before me this _____ day of _____, 2014, JEFF GASCOIGNE of COINS SPORTS BAR, INC., a Wisconsin corporation, to me known to be such _____ of said corporation and acknowledged that he executed the foregoing instrument as such officer as the agreement of said corporation, by its authority.

_____
Notary Public, Kenosha County, WI.
My Commission expires/is:_____

CITY OF KENOSHA, WISCONSIN
A Municipal Corporation

BY:_____
KEITH G. BOSMAN, Mayor
Date:_____

BY:_____
DEBRA L. SALAS,
City Clerk/Treasurer
Date:_____

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

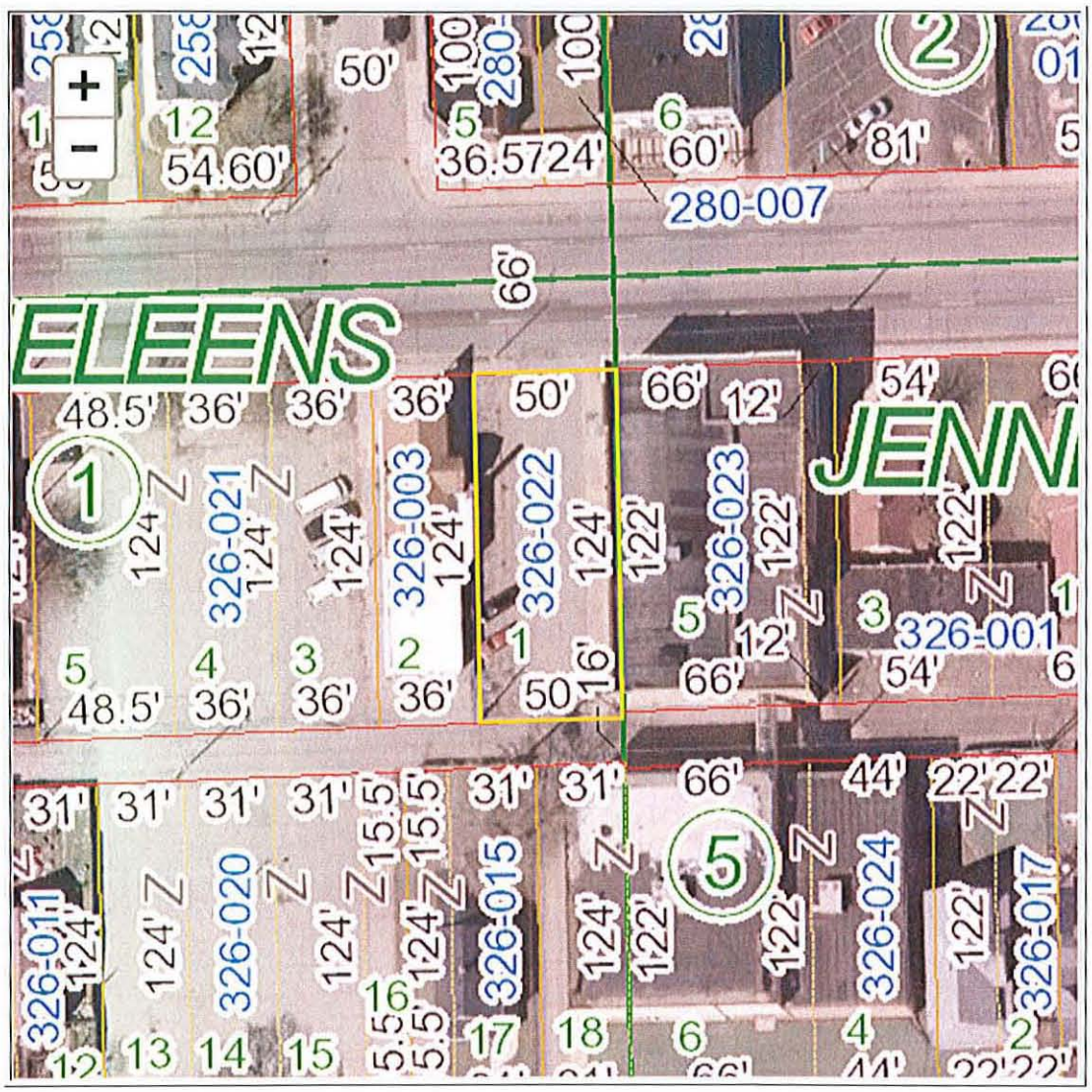
Personally came before me this _____ day of _____, 2014, Keith G. Bosman, Mayor, and Debra L. Salas, City Clerk/Treasurer, of the CITY OF KENOSHA, WISCONSIN, a municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said City, and acknowledged that they executed the foregoing instrument as such officers as the agreement of said City, by its authority.

_____
Notary Public, Kenosha County, WI.
My Commission expires/is:_____

EXHIBIT A

Parcel Map: 12-223-31-326-022

Map Style: Default Map



Kenosha Regional Airport
Lease Summary

Stein's Aircraft Services, LLC
4222 – 91st Avenue

1.) **TERM:** 30 years; September 1, 2014 through and including June 30, 2045

2.) **RATE:**

Annual Fee	$.22 = $20,196.66
Biannual Payments	$.22 = $10,098.33
Ramp Fee 34,300 sq. ft	$.04 = $1,372.00
Fuel Tank Fee 2 @ $2,000.00 per tank per year	$4,000.00
Fuel Flowage Fees = $.14 per gallon	

3.) **RENEGOTIATION:** Rental fees to be adjusted per Airport Commission review and Council approval.

4.) **LOCATION ON AIRPORT:** 4222 – 91st Avenue

5.) **PROPERTY DESCRIPTION:** 91,803 sq. ft./New Construction 2014

6.) **HANGAR DIMENSIONS:** 260 ' x 150'

7.) **USE OF HANGAR:** Fixed Based Operator

8.) **OWNERSHIP OF IMPROVEMENTS:** Lessee retains ownership.

LEASE

Between

THE CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation

And

STEIN'S AIRCRAFT SERVICES, LLC
A Wisconsin Limited Liability Company
4222 91st Avenue
Kenosha, Wisconsin 53144

THIS LEASE is entered into between the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as **"CITY"**, and **STEIN'S AIRCRAFT SERVICES, LLC,** a Wisconsin limited liability company, 4222 91st Avenue, Kenosha, Wisconsin 53144, hereinafter referred to as **"LESSEE"**.

W I T N E S S E T H:

WHEREAS, the **CITY** operates the Kenosha Regional Airport ("Airport"), and owns the land upon which the Airport is located; and,

WHEREAS, the **LESSEE** desires to enter into this Lease to use land at the Airport for the construction and operation of an aircraft hangar complex, related office and storage, and a fuel farm located at 4222 91st Avenue consisting of one (1) building, approximately two hundred sixty (260') feet by one hundred fifty (150') feet in size; and,

WHEREAS, it is to the mutual advantage of the parties to enter into this Lease.

NOW, THEREFORE, in consideration of the mutual undertakings, understandings and agreements hereinafter set forth, the **CITY** and the **LESSEE** agree as

follows:

ARTICLE 1 - PREMISES

1.1 LAND. The **CITY** leases to the **LESSEE** Ninety One Thousand Eight Hundred Three (91,803) square feet of land located at 4222 91st Avenue, Kenosha, Wisconsin, 53144, more particularly described on attached Exhibit "A" as HANGAR 4222 LEASE DESCRIPTION hereinafter referred to as the **"PREMISES"**.

1.2 ACCEPTANCE. The **LESSEE** warrants that it has inspected the **PREMISES** and has found the **PREMISES** suitable for its intended purposes, as is, subject to the use limitations and obligations imposed by this Lease.

ARTICLE 2 - TERM

2.1 TERM. The term of this Lease is for the period starting the date of beneficial occupancy or September 1st 2014, whichever is first, through and including June 30, 2045, hereinafter referred to as the **"TERM"**. Between six (6) months and one (1) year prior to the expiration date of this Lease, the **LESSEE** may request, in writing, that the **CITY** negotiate a new Lease. If timely notice is given to the **CITY** and the **LESSEE** is in full compliance with this Lease, the **CITY** shall meet with the **LESSEE** in good faith to negotiate a new Lease which may be for any **TERM** agreed to by the parties.

ARTICLE 3 - RENT AND FEES

3.1 RENT. Subject to Article 3.6, the **LESSEE** agrees to pay the **CITY** for the use and occupancy of the **PREMISES** rent in the annual sum of Twenty Thousand One Hundred Ninety Six Dollars and Sixty Six Cents ($20,196.66) based upon a charge of Twenty Two Cents ($0.22) per square foot for the **PREMISES**. The rent shall be payable in equal semiannual installments of Ten Thousand Ninety Eight Dollars and Thirty Three Cents ($10,098.33) on or

before January 1 and July 1 of each year during the **TERM** of this Lease. Rent shall be payable at the office of the Airport Director, 9900 52nd Street, Kenosha, Wisconsin 53144-7430 or at such other place as may be directed in writing by the **CITY**.

3.2 AIRCRAFT PARKING RAMP FEE. Subject to Article 3.6, the **LESSEE** agrees to pay the **CITY** an aircraft parking ramp fee, hereinafter referred to as the "**RAMP FEE**" in the annual sum of One Thousand Three Hundred Seventy Two Dollars ($1,372.00) based upon a charge of Four Cents ($0.04) per square foot for the Thirty Four Thousand Three Hundred (34,300) square foot aircraft parking ramp area more particularly described on attached Exhibit "A" as **HANGAR 4222 RAMP USE PERMIT AREA.** The **RAMP FEE** shall be payable in equal semiannual installments of Six Hundred Eighty Six Dollars ($686.00) on or before January 1 and July 1 of each year during the **TERM** of this Lease.

3.3 FUEL FARM FACILITY FEE. Subject to Article 3.6, the **LESSE**E agrees to pay the **CITY** a fuel farm facility fee, for two (2) fuel tanks, hereinafter referred to as the **"TANK FEE"** in the annual sum of Four Thousand Dollars based upon Two Thousand Dollars ($2,000.00) per tank. The **TANK FEE** shall be payable in equal quarterly installments of One Thousand Dollars ($1,000.00) on or before January 1, April 1, July 1 and September 1 of each year during the **TERM** of this Lease.

3.4 FUEL FLOWAGE FEE. Subject to Article 3.6, the **LESSEE** agrees to pay the **CITY** a fuel flowage fee, hereinafter referred to as the **"FUEL FEE"** in the sum of Fourteen Cents ($0.14) per gallon for each gallon of gasoline, lubricants, and Jet A fuel, collectively the "**FUEL**" delivered to the Airport for **LESSEE'S** use. At the time of **FUEL** delivery, the **LESSEE** shall provide the Airport Director a copy of the **FUEL** delivery invoice from the **FUEL** supplier showing the date of delivery, type of **FUEL** and number of gallons. The

LESSEE shall pay the **FUEL FEE** to the **CITY** within thirty (30) days of being invoiced by the **CITY**.

3.5 LATE PAYMENTS. Late payment of the rent, **RAMP FEE, TANK FEE,** or **FUEL FEE** shall be subject to interest on the unpaid balance due and payable at the rate of one and one-half (1 1/2%) per month, until paid in full.

3.6 RENT AND FEE ADJUSTMENT. The rent, **RAMP FEE, TANK FEE** and **FUEL FEE** may be adjusted from time to time during the **TERM** of this Lease based upon recommendation of the Airport Commission and approval by the Common Council. Rent and fee adjustments shall not be inconsistent with other land leases at the Airport.

ARTICLE 4 - IMPROVEMENTS

4.1 DEFINITION. IMPROVEMENTS shall include but shall not be limited to construction, reconstruction, alteration, modification, addition, expansion and replacement of buildings, structures, facilities, landscaping, and site modifications on the **PREMISES**.

4.2 PLANS AND SPECIFICATIONS. Plans and specifications for the construction of any **IMPROVEMENTS** shall be submitted to the Airport Commission and the **CITY** for approval. No work shall commence on the **IMPROVEMENTS** until all necessary approvals have been received and all required permits from the **CITY** have been obtained. All **IMPROVEMENTS** shall comply with the City Zoning Ordinance, Code of General Ordinances and all applicable state and federal laws, rules and regulations.

4.3 CONSTRUCTION INSURANCE REQUIREMENTS. Prior to commencing the construction of any **IMPROVEMENTS,** the **LESSEE** shall procure and submit proof of the following insurance coverages to the Airport Director.

a. Builder's All Risk Insurance in the amount of the full value of the

IMPROVEMENTS insuring against loss or damage during the course of construction, including material delivered, but not attached to the site; and,

b. Liability Insurance protecting the **LESSEE** and the **CITY** from claims for death, personal injury or property damage arising during the course of construction of the **IMPROVEMENTS** in accordance with the coverage requirements specified in this Lease.

4.4 CONSTRUCTION LIENS. The **LESSEE,** in making **IMPROVEMENTS** upon the **PREMISES**, shall not grant permission for or permit any liens for labor or materials to attach to the **PREMISES** without the prior written consent of the **CITY**, nor allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to file or claim a lien against the **PREMISES.** In order to void such liens, the **LESSEE** shall promptly pay or cause to be paid all bills for labor and materials. In the event any involuntary lien attaches to the **PREMISES,** the **LESSEE** shall take such steps as shall cause the discharge of such lien within sixty (60) days after the filing thereof, or deposit a like amount in escrow with the City Clerk/Treasurer until the lien is discharged. Nothing contained herein shall prohibit the **LESSEE** from financing the **IMPROVEMENTS** subject to a security lien on the **IMPROVEMENTS.** However, the **LESSEE** shall not permit any security lien to attach to the real estate upon which the **IMPROVEMENTS** are situated. Nothing contained herein shall preclude the **LESSEE** or its contractor from, in good faith, defending against claims by labor or material suppliers which it believes are unwarranted.

4.5 RISK OF LOSS. The **LESSEE** assumes the risk of loss or damage to all of the construction work and the risk of loss or damage to all property of the **CITY** arising out of or in connection with the performance of the construction work. In the event of such loss or damage, the **LESSEE** shall forthwith repair, replace, restore and/or reconstruct the construction work and the property of the **CITY** without cost or expense to the **CITY.**

4.6 INDEMNITY AND HOLD HARMLESS BY CONTRACTORS. The **LESSEE** shall require its contractors who construct the **IMPROVEMENTS** to indemnify and hold harmless the **CITY**, and its officers, employees and agents against any and all claims, liability, loss, charges, damages, costs, expenses or attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of any act or omission of the **LESSEE** involving the construction of the **IMPROVEMENTS** by reason of which any person suffers personal injury, death or property loss or damage; provided, however, the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses or attorneys' fees caused or resulting from the acts or omissions of the **CITY**, or any of its officers, employees or agents.

4.7 INSPECTION. The **CITY** shall have the right, through its duly designated representatives, to inspect the construction work, at any and all reasonable times during the progress thereof, and from time to time, in its discretion, to take samples and perform testing on any part of the construction work, provided the taking of samples and testing shall be conducted so as to minimize interference with the construction work, if such minimization of impact can be accomplished without diminishing the effectiveness or accuracy of the sampling and/or testing.

4.8 NO CONTRACTOR'S RIGHTS AGAINST CITY. Nothing contained herein shall grant or be deemed to grant to any contractor, architect, supplier, subcontractor or any other person engaged to perform, design or construct work any right of action or claims against the **CITY**, its officers and employees with respect to any labor or materials provided in connection with the construction work. Nothing contained herein shall create, or be deemed to create, any relationship between the **CITY** and any such contractor, architect, supplier, subcontractor or any other person engaged in any part of the construction work and the **CITY**

shall not be responsible to any of the foregoing for any payments due or alleged to be due thereto for any work performed or materials supplied in connection with the construction work.

4.9 UNAUTHORIZED IMPROVEMENTS. Should the **LESSEE** make any **IMPROVEMENTS** without prior **CITY** approval, which are not satisfactory to the **CITY**, then, upon written notice to do so, the **LESSEE** shall remove the same, or if agreed upon by the **CITY,** cause the same to be changed, modified or reconstructed to the satisfaction of the **CITY.** Should the **LESSEE** fail to comply with such notice within sixty (60) days of receipt thereof, or should the **LESSEE** commence to comply therewith and fail to pursue such work diligently to completion, the **CITY** may effect the removal, change, modification or reconstruction thereof, and the **LESSEE** shall pay the cost thereof to the **CITY**, upon written demand together with interest at the highest rate permitted by law from the date of the **CITY'S** written demand until paid.

4.10 OWNERSHIP, TRANSFER, SURRENDER OR REMOVAL OF IMPROVEMENTS. The **LESSEE** shall own, have and retain title to all **IMPROVEMENTS** the **LESSEE** places upon the **PREMISES.** Upon expiration or termination of this Lease, the **LESSEE** shall have the option, subject to the approval of the Airport Commission and Common Council of:

a. Transferring all **IMPROVEMENTS** to a third party at a fair market value subject to such third party entering into a new lease with the **CITY**;

b. Surrendering all **IMPROVEMENTS** to the **CITY** at no cost to the **CITY**; or

c. Removing all **IMPROVEMENTS** from the **PREMISE**S within one hundred twenty (120) days of Lease termination.

ARTICLE 5 - USE OF PREMISES

5.1 USE OF PREMISES. The **LESSEE** shall use the **PREMISES** as a Fixed

Base Operator in compliance with the Minimum Standards For Fixed Base Operator currently set forth in Chapter XXV of the Code of General Ordinances for the City of Kenosha as may be amended from time to time and within the limits of Federal Aviation Administration Regulations. The **LESSEE** shall store flammable materials in compliance with all city, state and federal laws, rules and regulations.

5.2 NOISE STANDARDS FOR AIRCRAFT BASED ON PREMISES. The **LESSEE** agrees that all aircraft used in conjunction with the **PREMISES** shall comply with the noise standards established under Part 36 of Title 14 of the Code of Federal Regulations ("FAR 36"), as may be amended from time to time, and with any lawful noise abatement plan which the **CITY** may promulgate.

5.3 LIMITATION ON AIRCRAFT REPAIR WORK OUTSIDE OF A HANGAR. All aircraft repair work must be done inside a hangar except for minor adjustments of aircraft engines or parts. No airplane shall be stored for more than twelve (12) hours outside of a hangar without the prior permission of the Airport Director.

5.4 CHANGED USE. Any change in the use of the **PREMISES** must have the prior written approval of the Airport Commission or be a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 26 of this Lease.

5.5 NONEXCLUSIVE AIRPORT RIGHTS. Except for the exclusive right of the **LESSEE** to the use and possession of the **PREMISES**, no exclusive rights at the Airport are granted by this Lease. The **LESSEE** shall have no greater rights or privileges with respect to the use of the Airport, or any part thereof, than any other Airport lessee.

5.6 COMMON AREA OF AIRPORT. The **LESSEE** and its invitees shall have the right, in common with other authorized users, to use the common areas of the Airport,

including runways, taxiways, aprons, roadways, public parking areas and other conveniences. The **LESSEE**, in common with other authorized users, shall have the right to use the Airport to taxi, take off and land aircraft owned or operated by the **LESSEE**.

5.7 RAMP USE PERMIT AREA. Subject to the terms of this Lease, the **LESSEE** shall have the use of the **HANGAR 4222 RAMP USE PERMIT AREA.** The **LESSEE** on behalf of the **CITY** shall have the right and authority to administer the common use of the **HANGAR 4222 RAMP USE PERMIT AREA** and subject to the approval of the Airport Director may promulgate written rules and regulations regarding the common use of the **HANGAR 4222 RAMP USE PERMIT AREA**. The **LESSEE'S** use of the **HANGAR 4222 RAMP USE PERMIT AREA** and any approved written rules and regulations promulgated by the **LESSEE** regarding the common use of the **HANGAR 4222 RAMP USE PERMIT AREA** shall be subject to the following:

A. All of the terms and conditions of this Lease except as otherwise provided in this Article 5.7.

B. The **LESSEE** shall keep the **HANGAR 4222 RAMP USE PERMIT AREA** free and clear of dirt, stones, debris, tools, obstructions and personal property.

C. The **LESSEE** shall immediately notify the Airport Director of any damage to the **HANGAR 4222 RAMP USE PERMIT AREA** or any dangerous or unnatural condition affecting the **HANGAR 4222 RAMP USE PERMIT AREA.** The **LESSEE** shall also take immediate action to warn others by all reasonable means of any damage to, or dangerous or unnatural condition existing or which may develop on the **HANGAR 4222 RAMP USE PERMIT AREA**.

D. The **LESSEE** shall administer the use of the **HANGAR 4222 RAMP USE**

PERMIT AREA in a manner which will not jeopardize the public health, safety or welfare or unnecessarily endanger any person or property.

E. The **LESSEE** shall prevent and prohibit the drilling or making of holes or the installation of stakes except for grounding rods.

F. The **LESSEE** shall require its officers, employees and agents responsible for administering the use of the **HANGAR 4222 RAMP USE PERMIT AREA** to wear or carry such identification as may be required by the Airport Director.

G. The **LESSEE** shall comply with all lawful directives of the Airport Director.

H. The **LESSEE'S** failure to observe the provisions of this Article 5.7 shall be considered a material breach of this Lease thereby subjecting the **LESSEE'S** use of the **HANGAR 4222 RAMP USE PERMIT AREA** and any common use of the **HANGAR 4222 RAMP USE PERMIT AREA** authorized by the **LESSEE** to termination pursuant to Article 26 of this Lease.

I. The **CITY** shall maintain and repair pavement markings.

J. The **CITY** shall be responsible for plowing and removing snow from the **HANGAR 4222 RAMP USE PERMIT AREA** in accordance with its standard practices of the Airport, but the priority for plowing and removing snow from the **HANGAR 4222 RAMP USE PERMIT AREA** shall be subordinate to snow plowing and necessary operations on runways, taxiways and service roads.

5.8 FUEL FARM FACILITY. The **LESSEE'S** use of the **LESSEE'S** fuel farm is subject to the following flowage standards:

A. The **LESSEE**, pursuant to accepted industry standards and methods, shall verify the proper grade of all **FUEL** delivered, ensure that all compartments and valves are

sealed, check color and specifications of all FUEL and check truck sump for **FUEL** contamination.

B. Check storage tanks on a daily basis for water and contamination and ensure that any water and contamination do not exceed industry accepted standards.

C. Filter all turbine **FUEL** before placing in storage tanks.

D. Remove **FUEL** through an industry approved filtration system.

E. Equip filters with differential pressure measuring equipment.

F. Color code, placard and identify all equipment, mobile and otherwise, in accordance with industry accepted standards.

G. Perform a visual sump check of both tank and filter to determine contamination at the beginning of each day.

H. Make a mechanical or chemical check for turbine **FUEL**.

I. Make weekly, monthly, semi-annual and annual filtration equipment inspections to determine that they meet industry accepted standards, and replace filtration equipment as required.

J. Maintain records of inspections in a form acceptable to the Airport Director and provide copies to the Airport Director upon request.

K. Provide safety facilities and adopt safety and training standards for personnel engaged in fueling operations as may be reasonably established by the **CITY** as a part of the certification requirements imposed upon the **CITY** by applicable Federal Aviation Administration Regulations.

L. The **LESSEE'S** failure to observe the provisions of this article 5.8 shall be considered a material breach of this Lease thereby subject the **LESSEE'S** use of the fuel farm

facility to termination pursuant to Article 26 of this Lease.

ARTICLE 6 - INGRESS AND EGRESS

The **LESSEE** shall have the right of ingress and egress to and from the **PREMISES** and the common areas of the Airport for the **LESSEE**, and its employees, guests, invitees and persons or parties supplying materials or furnishing services to the **LESSEE.** The **LESSEE** shall not park any vehicle or aircraft on any taxiway or runway or cause or permit any such act. The **LESSEE** shall obtain the approval of the Airport Director prior to the use of any Airport operations area, including runways, taxiways and aprons, as a means of ingress to or egress from the **PREMISES** for trucks or any other vehicle.

ARTICLE 7 - USE

The **LESSEE,** at all times, shall park all vehicles used in connection with the **LESSEE'S** operations wholly on the **PREMISES.** Outdoor storage of the **LESSEE'S** personal property, trailers, campers, boats, snowmobiles, all terrain vehicles, motorcycles, any other motor vehicles, irrespective of operating condition or license status, and any other property not attached to a building or the ground, is strictly prohibited.

ARTICLE 8 - AIRCRAFT LIST

The **LESSEE** shall provide the **CITY** Airport Director with a list of the aircraft N-numbers and types stored in the hangar, together with the names, addresses and telephone numbers for each aircraft owner, lessee or manager.

ARTICLE 9 - CARE, MAINTENANCE AND REPAIR OF PREMISES

9.1 LESSEE'S RESPONSIBILITIES. The **LESSEE**, at **LESSEE'S** expense, shall at all times be responsible for the care, maintenance and repair of the **PREMISES,** including the **IMPROVEMENTS** thereon, whether preexisting or placed thereon by the

LESSEE, whether such work be ordinary, extraordinary, structural, or otherwise, irrespective of cause and nature, all to be performed in a good and workmanlike manner, and in accordance with the provisions of this Lease. The **LESSEE**, at **LESSEE'S** expense, shall at all times:

a. Keep the **PREMISES,** the **IMPROVEMENTS** and the personal property thereon, in a clean, neat and sanitary condition.

b. Provide and maintain on the **PREMISES** all obstruction lights and safety devices required by federal, state or local laws, rules or regulations.

1.1.1.c. Repair any damage arising from the operations of the **LESSEE** to the paving or other surface of the **PREMISES** or the Airport caused by oil, gasoline, lubricants, solvents or other flammable, corrosive or damaging liquids and substances.

1.1.1.d. Take measures to prevent erosion, including planting and replanting of grasses on portions of the **PREMISES** not paved or built upon, keep such areas free of noxious weeds, and keep grassy areas cut to a height not to exceed six (6") inches.

e. Maintain and repair all utility lines and equipment placed upon the **PREMISES.**

f. Maintain the **IMPROVEMENTS** and perform all repair work in accordance with federal, state and local laws, rules and regulations, upon receipt of permits and governmental approvals, where required.

g. Be responsible for any environmental cleanup required by any act or omission of the **LESSEE** or **LESSEE'S** employees, invitees or agents, or arising out of **LESSEE'S** operations on the **PREMISES** or at the Airport.

h. Be responsible for painting, decorating, routine maintenance, and care of the lawn and landscaping.

i. Be responsible for repair and maintenance of aprons constructed by the **LESSEE.**

9.2 TIME REQUIREMENTS FOR REPAIRS. The **LESSEE** shall have thirty (30) days from the date on which the condition arose to repair any minor damage to the **PREMISES**, including the **IMPROVEMENTS**, and one hundred twenty (120) days from the date on which the condition arose to repair any major damage to the **PREMISES**, including the

IMPROVEMENTS. As used herein, minor damage shall be damage to the **PREMISES** or the **IMPROVEMENTS** which would cost Five Hundred Dollars ($500.00) or less to repair, and major damage shall be damage to the **PREMISES** or the **IMPROVEMENTS** which would cost in excess of Five Hundred Dollars ($500.00) to repair. The **LESSEE**, for good cause, may request from the Airport Director an extension of time to complete repairs. Any such extension shall be granted at the sole discretion of the Airport Director. Notwithstanding the above, emergency repairs shall be conducted by the **LESSEE** as soon as possible when required to preserve the **PREMISES** and the **IMPROVEMENTS**.

9.3 LESSEE'S FAILURE TO MAINTAIN. In the event the **LESSEE** fails to care for, maintain and repair the **PREMISES** or the **IMPROVEMENTS** within thirty (30) days following the receipt of written notice from the **CITY** describing the failure to care for, maintain and repair and any demand for curative action, or in the event the **LESSEE**, upon commencement of curative action, fails to diligently continue to complete the curative action required by the **CITY**, the **CITY** may, at its option, and in addition to any remedies otherwise available to it, enter the **PREMISES** or the **IMPROVEMENTS** without such entering causing or constituting a cancellation of this Lease or an interference with the **LESSEE'S** possession, and care for, maintain or repair all or any part of the **PREMISES** or the **IMPROVEMENTS** which are in need of care, maintenance or repair, and do all things necessary to accomplish the work required. In such an event, the **LESSEE** shall pay the **CITY**, upon written demand, all sums incurred by the **CITY** to care for, maintain or repair the **PREMISES** or the **IMPROVEMENTS** together with interest at the rate of eighteen percent (18%) per year from the date of the **CITY'S** written demand for payment until paid. The **LESSEE'S** failure to pay the **CITY**, upon written demand, all sums incurred by the **CITY** plus interest pursuant to this

Article 9.3 shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 26 of this Lease. Furthermore, should the **CITY** undertake any work hereunder, the **LESSEE** waives any claims for damages, consequential or otherwise, against the **CITY** as a result therefrom, except claims for damages arising from the **CITY'S** negligence. The foregoing shall in no way affect or alter the continuing obligations of the **LESSEE** as set forth in this Lease and shall not impose or be construed to impose upon the **CITY** any obligation to care for, maintain or repair the **PREMISES** or the **IMPROVEMENTS**.

ARTICLE 10 - ACCESS TO PREMISES

The **LESSEE** agrees to and shall permit the **CITY**, the State of Wisconsin and the United States Government to send their representatives and employees onto the **PREMISES** and any **IMPROVEMENTS** thereon, for the purpose of an inspection thereof. In nonemergency situations, the **LESSEE** shall be provided with reasonable advance notice of an inspection if the **LESSEE** is available to receive such notice.

ARTICLE 11 - GOVERNMENTAL REGULATIONS

11.1 LAWS, RULES, REGULATIONS AND ORDERS. From time to time, the **CITY** may adopt, amend and enforce minimum standards with respect to the occupancy and use of the Airport. These minimum standards are currently found in Chapter XXV of the Code of General Ordinances for the City of Kenosha and are incorporated herein by reference. The **LESSEE** agrees to observe and obey any and all such minimum standards and all other applicable federal, state and local laws, rules and regulations, as they now exist and as they may be enacted or amended in the future, and with every lawful order given by any public officer pursuant thereto, and to require the **LESSEE'S** officers, agents, employees, contractors, and suppliers to observe and obey the same. This provision will include compliance with the

Airport's Noise Abatement Plan. The **CITY** reserves the right to deny access to the Airport and its facilities to the **LESSEE** or any person, party, firm or corporation that fails or refuses to obey and comply with any such laws, rules, regulations and orders.

11.2 SAFETY. The **LESSEE** shall provide all necessary safety equipment and apparatus in and on the buildings and structures as required by federal, state and local laws, rules and regulations. The **LESSEE** agrees to observe and obey all applicable federal, state and local safety related laws, rules or regulations with respect to use and operation of the **PREMISES** and the **IMPROVEMENTS** and to require the **LESSEE'S** officers, agents, employees, contractors, and suppliers to obey the same. The **CITY** reserves the right to deny access to the Airport and its facilities to the **LESSEE** or any person, firm, party or corporation that fails or refuses to comply therewith. In the event of any conflict or inconsistency in laws, rules and regulations, the order of priority thereof shall be federal, state and then local.

11.3 LICENSES, CERTIFICATES AND PERMITS. The **LESSEE,** at **LESSEE'S** expense, shall procure all licenses, certificates, permits and other authorizations required by any and all governmental authorities, including the **CITY**, having jurisdiction over the **PREMISES,** the **IMPROVEMENTS**, or the **LESSEE'S** operations at the **PREMISES.**

11.4 TAXES AND FEES. The **LESSEE** shall pay when due any and all lawful taxes, license, certification, permit, examination and use fees, excise taxes, and personal property taxes which may be assessed, levied, exacted or imposed on the **PREMISES**, the **IMPROVEMENTS**, or the **LESSEE'S** operations hereunder, and shall make all applications, reports and returns required in connection therewith. The **LESSEE** shall pay when due all stormwater management fees imposed on the **PREMISES**.

ARTICLE 12 - UTILITIES

The **LESSEE** shall pay for all utilities furnished to the **PREMISES** including, but not limited to, electric, gas, telephone, cable television, sanitary sewer and water service. The **LESSEE** will connect directly with a source of electric power from WE Energy, and may, subject to prior written approval and reasonable conditions of the Airport Director, cross other **CITY** property with the utility pipes, wires and conduits. Unless otherwise required by WE Energy, the **CITY** requires all utility pipes, wires and conduits to be underground. The **LESSEE** will obtain all necessary permits for any utility services, will pay any required connection fees, and will pay the cost and expense of bringing utility services to the building to be served. The **CITY** shall allow the providers of all utilities reasonable access to the boundaries of the **PREMISES** for the installation of utility service.

ARTICLE 13 - REGULATORY SIGNS

The **LESSEE**, at no charge, shall permit the **CITY** to place such regulatory signs on the **PREMISES** as the **CITY** shall deem appropriate at the **CITY'S** expense, but under no conditions shall said signs be attached to any building or structure of the **LESSEE** without the **LESSEE'S** advance written permission. The **LESSEE** shall not place or erect any signs on or about the **PREMISES** or the **IMPROVEMENTS** without the prior written approval of the Airport Director in compliance with the City Zoning Ordinance and Code of General Ordinances.

ARTICLE 14 - SANITATION

The **LESSEE** shall provide adequate and appropriate containers, which are not unsightly, for the temporary storage of trash, garbage and refuse, and provide, as necessary, for the regular pickup thereof, at **LESSEE'S** expense. The **LESSEE** shall not permit any unattractive or unsanitary accumulation of trash, garbage, refuse, debris or litter on the

PREMISES. The piling of boxes, cartons, drums, tires, cans, parts or other similar items on or about the **PREMISES**, outside of a fully enclosed building or structure, is strictly prohibited.

ARTICLE 15 - SNOW REMOVAL

The **LESSEE,** at **LESSEE'S** expense, shall be responsible for removal of snow from the **PREMISES.** The **CITY** shall be responsible for the removal of snow from the runways, taxiways and aircraft parking ramps, service roads and public parking lots. The **CITY** shall incur no liability to the **LESSEE** by reason of any failure on the part of the **CITY** to meet its snow removal obligations when the **CITY** has made a good faith effort to do so.

ARTICLE 16 - QUIET ENJOYMENT

The **CITY** covenants and agrees, so long as the **LESSEE** shall duly and punctually perform and observe all the terms and conditions of this Lease, that the **LESSEE** shall peaceably and quietly have, hold and enjoy the **PREMISES**, subject to the right of the **CITY** to use and inspect the **PREMISES,** and to exercise any other rights provided and reserved to the **CITY** pursuant to this Lease.

ARTICLE 17 - RIGHTS OF ENTRY RESERVED

The **CITY**, by its officers, employees, agents, contractors and furnishers of utilities and other services, shall have the right, at **LESSEE'S** expense, to maintain existing and install future utility, mechanical, electrical and other systems, and the right to enter upon the **PREMISES** or the **IMPROVEMENTS,** at all reasonable times to make such repairs, replacements or alterations thereto as may, in the opinion of the **CITY**, be necessary or advisable, and use the **PREMISES** for access therefor to other parts of the Airport otherwise not conveniently accessible; provided, however, that in the exercise of such rights, the **CITY** shall not unreasonably interfere with the use and occupancy of the **PREMISES** or the

IMPROVEMENTS by the **LESSEE.** It is specifically understood and agreed that the reservation of such rights by the **CITY** pursuant to this Article 17 shall not impose or be construed to impose upon the **CITY** an obligation to construct, install, repair, replace or alter any utility service lines now or hereafter to be located thereon for the purpose of providing utility services to the **PREMISES** or the **IMPROVEMENTS.**

ARTICLE 18 - CITY RESERVATION OF RIGHTS FOR PROTECTION OF PREMISES

The **CITY** reserves the right to further expand, develop or improve the runways and taxiways at the Airport as the **CITY** sees fit together with the right to take any action the **CITY** considers necessary for the protection of the aerial approaches to the Airport from obstruction and encroachment. The **CITY** may prevent the **LESSEE** from erecting or permitting the erection of any **IMPROVEMENTS** on the **PREMISES** which, in the **CITY'S** opinion, would limit the usefulness of the Airport, prevent expansion, development or improvement of the Airport, or constitute a hazard to aircraft or persons using or frequenting the Airport and its facilities.

ARTICLE 19 - INTERRUPTION IN USE OR ENJOYMENT

The **CITY** shall not be liable to the **LESSEE** for money damages arising out of any interruption in the **LESSEE'S** use or enjoyment of the **PREMISES** or the **IMPROVEMENTS** by reason of any damage to the **PREMISES** or the **IMPROVEMENTS**, unless such damage is the result of an action by a **CITY** employee or agent performing a duty or task for the **CITY**, and, in that event, the **CITY** shall be liable only for the costs of repair or reconstruction. The annual rental fee, in such event, shall not abate unless a building or structure is damaged to such an extent that it is totally or partially unusable, in which event, the rental

charge shall proportionately abate for the period of time the **PREMISES** is totally or partially unusable, computed by multiplying the annual rental charge by a fraction, the numerator of which is equal to the number of days needed to repair the building or structure, multiplied by the amount of unusable square footage and the denominator of which is equal to three hundred sixty-five (365) days multiplied by the total floor surface area of the building or structure.

ARTICLE 20 - NATURAL DISASTER

The **LESSEE'S** obligations during the term of this Lease shall neither abate nor be suspended by virtue of any damage to the **PREMISES** or the **IMPROVEMENTS** resulting from any natural disaster, except that if the Airport's runway equipment, runways, taxiways, parking ramps or roadways are damaged to such an extent that the **LESSEE** cannot fly aircraft in or out of the Airport due to such damage for a period of fifteen (15) consecutive days, the rent shall abate for the entire period the **LESSEE** cannot fly aircraft in or out of the Airport. Rental abatement, if applicable, shall be computed by multiplying the annual rental charge by a fraction, the numerator of which is equal to the number of whole days that the **LESSEE** cannot fly aircraft into or out of the Airport and the denominator of which is equal to three hundred sixty-five (365) days.

ARTICLE 21 - NATIONAL EMERGENCY

During time of war, national emergency, riot or natural disaster, the **CITY** shall have the right to lease the entire Airport or any part thereof to the United States or State of Wisconsin governments for military or National Guard use. In such an event, the provisions of this Lease, insofar as they are inconsistent with the provisions of any lease to any such government, shall be suspended for the period of such government lease and the rent shall be decreased or abated to such extent as will reflect any decrease, if any, in the leasehold value.

ARTICLE 22 – LIABILITY INSURANCE

22.1 INSURANCE REQUIRED. The **LESSEE** shall procure and maintain during the **TERM** of this Lease insurance policies hereinafter specified. The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance.

22.2 PROOF OF INSURANCE. The **LESSEE**, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with this Article 22 including the naming of the **CITY** as an "additional insured", and proof of payment of all premiums to the Airport Director for approval. The **LESSEE** shall provide the **CITY** with an additional insured endorsement certifying that the **CITY** is an additional insured with respect to the insurance coverages required by this Article 22. At least thirty (30) days before the expiration date of any insurance policy required by this Article 22, the **LESSEE** shall deliver to the Airport Director a copy of the renewal Certificate of Insurance, the policy and the additional insured endorsement. Within thirty (30) days after the premium on any insurance policy required by this Article 22 becomes due and payable, the **LESSEE** shall provide satisfactory evidence of its payment to the Airport Director. The insurance policy or policies shall contain a clause that in the event that any policy is canceled for any reason, or any material changes are made therein, the Airport Director will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. If for any reason, the insurance coverage required by this Article 22 lapses, the lapse shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 26 of this Lease.

22.3 INCREASED COVERAGE. The **CITY** reserves the right to increase the minimum liability insurance requirements set forth herein upon furnishing thirty (30) days

advance written notice to the **LESSEE** whenever the Airport Minimum Standards covering the **LESSEE'S** operations are enacted which adopt or increase the minimum insurance requirements, and the **LESSEE** shall comply with said request, upon being given such advance written notice thereof or be considered in material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 26 of this Lease. In the event of a conflict between this Lease and the Airport Minimum Standards, the provision requiring the greatest insurance coverage shall control.

22.4 FAILURE TO MAINTAIN INSURANCE. In the event the **LESSEE** fails

to furnish, deliver and maintain the insurance coverage as required in this Article 22, the **CITY** in addition to any other remedies available to it, may obtain such insurance coverage and charge the **LESSEE** for the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of the **LESSEE** to pay any such sums upon demand shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 26 of this Lease. The failure of the **LESSEE** to obtain and maintain the insurance required by this Article 22 shall not relieve the **LESSEE** from any liability under this Lease. The insurance requirements of this Article 22 shall not be construed to conflict with the obligations of the **LESSEE** in Article 24.

22.5 REQUIRED MINIMUM COVERAGE. The following minimum insurance coverages must be in effect and continue in effect during the **TERM** of this Lease:

A. Commercial General Liability
$10,000,000 Each Occurrence and $1,000,000 per passenger seat having the following coverages:
i. Premises and Operations including Hangarkeepers
ii. Independent Contractor and Subcontractor

iii. Products and Completed Operations
iv. Contractual Liability
v. Death and Personal Injury

B. Automobile Liability
$1,000,000 Single Limit each accident for death and bodily injury and $500,000 single limit each accident for property damage having the following coverages:
i. Owned Automobiles
ii. Hired Automobiles
iii. Non-Owned Automobiles

C. Worker's Compensation: Statutory Limits
1. Employer's Liability
$100,000 Each Accident
$100,000 Disease, Each Employee
$500,000 Disease, Policy Limit

D. Environmental Liability (where aviation fuel or other petroleum product is dispensed on the **PREMISES** or the **HANGAR 4222 RAMP USE PERMIT AREA**) $1,000,000 Each Occurrence, including third party bodily injury and property damage protection and resulting cleanup as a consequence of fuel spill, overfill, leak accident or other event from underground/aboveground storage tanks or fueling or petroleum dispensing trucks.

ARTICLE 23 - INSURANCE OF IMPROVEMENTS

23.1 INSURANCE REQUIRED. The **LESSEE** shall procure and maintain during the **TERM** of this Lease insurance protection on all **IMPROVEMENTS** on the **PREMISES** to the extent of one hundred (100%) percent of the insurable replacement value of the **IMPROVEMENTS**. The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance.

23.2 PROOF OF INSURANCE. The **LESSEE**, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with this Article 23 and proof of payment of all premiums to the Airport Director for approval. If no insurable

IMPROVEMENTS exist on the **PREMISES** at the commencement of this Lease, the **LESSEE** shall furnish a Certificate of Insurance indicating compliance with this Article 23 and proof of payment of all premiums the Airport Director for approval prior to the lapse of the Builder's All Risk Insurance Policy. At least thirty (30) days before the expiration date of any insurance policy required by this Article 23, the **LESSEE** shall deliver to the Airport Director a copy of the renewal Certificate of Insurance and policy. Within thirty (30) days after the premium of any insurance policy required by this Article 23 becomes due and payable, the **LESSEE** shall provide satisfactory evidence of the premium payment to the Airport Director. If for any reason the insurance coverage required by this Article 23 lapses, the lapse shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 26 of this Lease.

23.3 FAILURE TO MAINTAIN INSURANCE. In the event the **LESSEE** fails to furnish, deliver and maintain the insurance coverage as required in this Article 23, the **CITY**, in addition to any other remedies available to it, may obtain such insurance coverage and charge the **LESSEE** for the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of the **LESSEE** to pay any such sums upon demand shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 26 of this Lease. The failure of the **LESSEE** to obtain and maintain the insurance required by this Article 23 shall not relieve the **LESSEE** from any liability under this Lease. The insurance requirements of this Article 23 shall not be construed to conflict with the obligations of the **LESSEE** in Article 24.

23.4 DAMAGE ELECTION BY LESSEE. Should any **IMPROVEMENTS** on the **PREMISES**, insurable or uninsurable, be damaged to the extent that they are not usable or

are destroyed, the **LESSEE** shall have the election of repairing or reconstructing the **IMPROVEMENTS** substantially as they existed immediately prior to such casualty, or in a new or modified design, approved by the Airport Commission, or not to repair or reconstruct the **IMPROVEMENTS**. The **LESSEE** shall notify the **CITY** of its election within one hundred twenty (120) days after the occurrence of the casualty or the adjustment of the claim, whichever is later.

23.5 LESSEE'S OBLIGATIONS. In the event of damage or destruction to **IMPROVEMENTS** on the **PREMISES,** the **CITY** shall have no obligation to repair, replace or rebuild the **IMPROVEMENTS** or any fixtures, equipment or other personal property installed by the **LESSEE** on the **PREMISES** pursuant to this Lease. Nothing contained herein shall be deemed to release the **LESSEE** from any of the **LESSEE'S** repair, maintenance or rebuilding obligations under this Lease.

23.6 ABATEMENT OF RENT. In the event the **LESSEE** elects to repair, replace or rebuild the **IMPROVEMENTS**, during the period thereof, the rent shall be proportionately abated from the date of loss until the **IMPROVEMENTS** are repaired, restored or rebuilt, provided the **LESSEE** does not use the damaged **PREMISES,** with or without **IMPROVEMENTS**, for any purpose other than repairing, replacing or rebuilding. The proportional amount of abatement will be determined by the **CITY.** The **LESSEE** agrees to commence such work promptly and to prosecute it to completion with due diligence, except for delays beyond the **LESSEE'S** control.

23.7 RESTORATION OF PREMISES. In the event the **LESSEE** elects not to repair, replace or rebuild the damaged **IMPROVEMENTS**, the **LESSEE** shall remove all debris resulting from the damage, including foundations, concrete piers, pavements, etc., to a depth of

one (1') foot below the grade thereof and restore the surface to a level condition at its original pre-Lease elevation. Upon completion of such debris removal and restoration, this Lease shall terminate, and the **LESSEE'S** and the **CITY'S** unaccrued obligations hereunder shall cease. If the **LESSEE** does not elect to repair, replace or rebuild the damaged **IMPROVEMENTS** within the above referenced one hundred twenty (120) day period of time, the **LESSEE** shall be deemed to have elected not to repair, replace or rebuild the damaged **IMPROVEMENTS**, and the **CITY** may elect to restore the **PREMISES** to their original pre-lease condition and elevation at the cost and expense of the **LESSEE,** whereupon this Lease shall be deemed terminated.

ARTICLE 24 - INDEMNITY AND HOLD HARMLESS

The **LESSEE** does hereby agree that it will, at all times, during the **TERM** of this Lease, indemnify and hold harmless the **CITY,** the Airport Commission, and their officers, employees and agents against any and all claims, liability, loss, charges, damages, costs, judgments, settlement expenses and attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring on the **PREMISES**, the **IMPROVEMENTS**, or as a result of any operations, works, acts or omissions performed on the **PREMISES**, the **IMPROVEMENTS**, or on the Airport by the **LESSEE**, its officers, employees, contractors, subcontractors, agents, invitees or permitted users, or resulting from the **LESSEE'S** failure to perform or observe any of the terms, covenants and conditions of this Lease or resulting from any conditions of the **PREMISES** or the **IMPROVEMENTS** thereon by reason of which any person suffers personal injury, death or property loss or damage; provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses, or attorneys' fees caused or resulting from the negligent or intentional acts or omissions of the **CITY**, the Airport Commission, or any of their

officers or employees. Upon the filing with the **CITY** of a claim for damages arising out of any incident(s) which the **LESSEE** herein agrees to indemnify and hold the **CITY** and others harmless, the **CITY** shall notify the **LESSEE** of such claim, and in the event that the **LESSEE** does not settle or compromise such claim, then the **LESSEE** shall undertake the legal defense of such claim both on behalf of the **LESSEE** and the **CITY.** It is specifically agreed, however that the **CITY**, at its own cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against the **CITY**, the Airport Commission, or any of their officers or employees for any cause for which the **LESSEE** is liable hereunder, shall be conclusive against the **LESSEE** as to liability and the amount of damages. This provision shall survive expiration or termination of this Lease to the extent necessary to effectuate its purpose.

ARTICLE 25 - ASSIGNMENT/SUBLEASE

With the prior written approval of the Airport Commission and the **CITY** the **LESSEE** may assign or sublease all or a portion of this Lease. Notwithstanding the foregoing, the **LESSEE** may not assign or sublease the **HANGAR 4222 RAMP USE PERMIT AREA** separately from an approved assignment or sublease of this entire Lease. Any unauthorized assignment or sublease shall render this Lease null and void. Any assignment or sublease shall be conditioned upon the assignee or sublessee entering into a written agreement through which it agrees to be bound by all of the terms, conditions and obligations of this Lease. No assignment or sublease shall relieve the **LESSEE** of any of its obligations hereunder in the event of default by the assignee or sublessee. No assignment or sublease shall be inconsistent with the terms of this Lease. The assignee or sublessee shall have all rights, privileges and benefits as granted the **LESSEE** under this Lease.

ARTICLE 26 - FAILURE TO OBSERVE TERMS OF LEASE

Failure on the part of the **LESSEE** to provide the Airport Director **FUEL** delivery invoices pursuant to Article 3.4, or to pay the **TANK FEE** or **FUEL FEE** pursuant to Articles 3.3 and 3.4 shall at the option of the **CITY** subject the **LESSEE'S** fueling privileges or this entire Lease to termination. Failure on the part of the **LESSEE** to observe the terms and conditions of Article 5.7 regarding the **HANGAR 4222 RAMP USE PERMIT AREA** shall at the option of the **CITY** subject the **LESSEE'S** use of the **HANGAR 4222 RAMP USE PERMIT AREA** including any common use thereof authorized by the **LESSEE** or this entire Lease to termination. Failure on the part of the **LESSEE** to pay any other sums due and owing under the terms and conditions of this Lease or to observe any of the other terms and conditions of this Lease shall be considered a material breach of this Lease thereby subjecting this Lease to termination. **LESSEE** shall have twenty (20) days following its receipt of written notice from the **CITY** to pay any of the sums due and owing under the terms and conditions of this Lease prior to the termination of fueling privileges; use of the **HANGAR 4222 RAMP USE PERMIT AREA;** or this Lease as provided for under this Article 26. **LESSEE** shall have thirty (30) days following its receipt of written notice from the **CITY** to cure any other breach of the terms and conditions of this Lease to the satisfaction of the **CITY** prior to termination of fueling privileges; use of the **HANGAR 4222 RAMP USE PERMIT AREA;** or this Lease as provided for under this Article 26. In the event the **LESSEE'S** breach is for other than the payment of any sums due and owing under the terms and conditions of this Lease and is of a type which cannot reasonably be cured within thirty (30) days following its receipt of the written notice from the **CITY** and the **LESSEE** acts within said thirty (30) days with due diligence to cure the breach, then the **LESSEE** shall not be deemed in default as long as the **LESSEE** is acting diligently to cure the

breach. In the event the **LESSEE** fails to cure any breach within the time provided, the **CITY**, in addition to all other rights and remedies available to the **CITY** at law, in equity or by other provisions of this Lease, may terminate this Lease, enter the **PREMISES** and remove all persons and property and the **CITY** shall not be liable for damages or otherwise by reason of such re-entry. Upon termination of this Lease for any reason, the **LESSEE** shall have the option subject to the approval of the Airport Commission and the Common Council of:

a. Transferring all **IMPROVEMENTS** to a third party at fair market value subject to such third party entering into a new lease with the **CITY**;

b. Surrendering the **PREMISES** and all **IMPROVEMENTS** to the **CITY** at no cost to the **CITY**; or,

c. Removing all **IMPROVEMENTS** from the **PREMISES** within one hundred twenty (120) days of termination of this Lease. The **LESSEE** shall be responsible for any damage to the **PREMISES** occurring in the course of such removal.

The **CITY** shall be entitled to collect from the **LESSEE** all attorneys fees and expenses incurred by the **CITY** in enforcing any of the terms and conditions of this Lease or any other rights or remedies of the **CITY**.

ARTICLE 27 – REVERSION OF PREMISES AND IMPROVEMENTS TO CITY

In the event the options referred to in Article 26 are not approved upon termination of this Lease for any reason, the **PREMISES** and the **IMPROVEMENTS** shall revert to the **CITY** without further action of the Common Council. In the event the **LESSEE** ceases to exist, terminates its operations, or discontinues use of the **PREMISES** or the **IMPROVEMENTS** for six (6) months, this Lease shall be subject to termination by the **CITY**, absent a duly authorized and approved assignment or release of this provision by the **CITY**. Upon such termination, the **PREMISES** and the **IMPROVEMENTS** shall revert to the **CITY** without further action of the Common Council.

ARTICLE 28 - EFFECT OF BANKRUPTCY OR INSOLVENCY

28.1 PROHIBITION OF INVOLUNTARY ASSIGNMENT, TRANSFER OR SALE. Neither this Lease, nor any interest of the **LESSEE** hereunder shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever except through statutory merger or consolidation and any such attempt at involuntary assignment, transfer or sale shall be void and of no effect.

28.2 EFFECT OF BANKRUPTCY. Without limiting the generality of the provisions of the preceding Article 28.1, the **LESSEE** agrees that in the event any proceedings under the Bankruptcy Act or any amendment thereto be commenced by or against the **LESSEE** and if against the **LESSEE**, such proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan or reorganization, or in the event the **LESSEE** is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed in any proceedings or action to which the **LESSEE** is a party, with authority to take possession or control of the **PREMISES** or the **IMPROVEMENTS** of the business conducted thereon by the **LESSEE,** and such receiver is not discharged within a period of one hundred twenty (120) days after appointment, any such event or involuntary assignment prohibited by the provisions of the preceding Article 28.1 shall be deemed to constitute a breach of this Lease by the **LESSEE** and **CITY** shall, at its discretion, have the right, without notice or entry or other action, to terminate this Lease and all rights of the **LESSEE,** and all persons and parties claiming under the **LESSEE**, in and to the **PREMISES** and the **IMPROVEMENTS.**

ARTICLE 29 - NONDISCRIMINATION

29.1 In the event **IMPROVEMENTS** are constructed, maintained, or otherwise

operated on the **PREMISES** for a purpose for which a United States Government program or activity is extended, the **LESSEE** shall maintain and operate such **IMPROVEMENTS** and services in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations now exist and may be amended in the future.

29.2 The **LESSEE** agrees that:

29.2.1 No person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the **PREMISES** or the **IMPROVEMENTS** contrary to federal, state or local law, rule or regulation.

29.2.2 In the construction of any **IMPROVEMENTS** on, over, or under such land, or the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, contrary to federal, state or local law, rule or regulation.

29.2.3 The **PREMISES** and the **IMPROVEMENTS** shall be used in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

29.3 The **CITY** reserves the right to take whatever action it might be entitled by law to take in order to enforce this Article 29. This Article 29 is to be considered as a covenant on the part of the **LESSEE,** a breach of which, continuing after notice by the **CITY** to cease and

desist and after a determination that a violation exists made in accordance with the procedure and appeals provided by law, will constitute a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 26 of this Lease.

29.4 The **LESSEE** shall include the foregoing provisions in every agreement pursuant to which any person or persons other than the **LESSEE** operates any **IMPROVEMENT** at the **PREMISES** and shall include thereon a provision granting the **CITY** a right to take such action as the United States may direct to enforce such agreement.

29.5 The **LESSEE** shall indemnify and hold harmless the **CITY** and the Airport Commission, their officers, employees, and agents from and against any claims and demands of third persons, including the United States of America, resulting from the **LESSEE'S** noncompliance with any of the provisions of this Article 29 and the **LESSEE** shall reimburse the **CITY** for any loss, expense or attorney fees incurred by reason of the **LESSEE'S** noncompliance.

29.6 The **LESSEE** assures that it will undertake an Affirmative Action Program as required by 14 CFR, Part 152, Subpart E. The **LESSEE** assures that it will require that covered suborganizations provide assurances to the **LESSEE** that they similarly will undertake an Affirmative Action Program, and that they will require assurances from their suborganizations, as required by 14 CFR, Part 152, Subpart E., to the same effect.

ARTICLE 30 - CONTRACTORS

Contractors of the **LESSEE** shall comply with all applicable federal, state and local laws, rules and regulations applicable to the **PREMISES** and the **IMPROVEMENTS.**

ARTICLE 31 - BENEFITS

The terms and conditions of this Lease shall inure to the benefit of the parties and

be binding upon their successors.

ARTICLE 32 - SUBORDINATION

This Lease shall be subordinate to the provisions of any existing or future agreement between the **CITY** and the United States or State of Wisconsin governments relative to the expansion, improvement, operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the provision of or expenditure of federal or state funds for the benefit of the Airport.

ARTICLE 33 - INTEGRATION

This Lease is fully integrated embodying the entire agreement between the parties and any written or oral understandings to the contrary shall be of no force or effect.

ARTICLE 34 - NONWAIVER OF RIGHTS

The failure of either party to insist upon strict performance of any of the terms, covenants or conditions herein contained shall not be deemed a waiver of any subsequent breach or default.

ARTICLE 35 - CONSTRUCTION

This Lease shall be construed under the laws of the State of Wisconsin. Any covenant, condition, or provision herein contained that is held to be invalid by a Court of competent jurisdiction shall be considered deleted from this Lease, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so long as such deletion does not materially prejudice the **CITY** or the **LESSEE** in its respective rights and obligations contained in the valid remaining covenants, conditions, or provisions of this Lease, and when such occurs, only such other covenants, conditions or provisions shall be deleted as are incapable

of enforcement. The parties agree that each party has contributed substantially and materially to the preparation of this Lease and that as a result this Lease shall not be construed more strictly against one party or the other merely by virtue of the fact that it may have been prepared primarily by counsel for the **CITY**.

ARTICLE 36 - TIME OF THE ESSENCE

Time is of the essence with respect to each and every provision of this Lease.

ARTICLE 37 - NOTICE

Any notice required to be given in this Lease by any of the parties is to be by certified mail with return receipt or by personal service addressed to the **LESSEE** or the **CITY** as the case may be as set forth below. Either party may designate a different address by delivering, sending or serving written notice of such change of address upon the other party. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail.

If to **LESSEE:**

Michael N. Stein, Owner
Laurie A. Stein, Owner
Stein's Aircraft Services, LLC
2651 Aviation Drive
Waukesha, Wisconsin 53188

If to **CITY:**

City Clerk/Treasurer
City of Kenosha Municipal Building
625 52nd Street, Room 105
Kenosha, Wisconsin 53140

With copies to:

Airport Director
Kenosha Regional Airport
9900 52nd Street
Kenosha, Wisconsin 53144-7430

Office of the City Attorney
City of Kenosha Municipal Building
625 52nd Street, Room 201
Kenosha, Wisconsin 53140

ARTICLE 38 – AUTHORITY

The **CITY** enters into this Lease by authorization of action taken by the Airport Commission on the _____ day of _____, 2014, and by action taken by the Common Council on the _____ day of _____, 2014.

The **LESSEE** represents to the **CITY** that the **LESSEE** is a Wisconsin limited liability company in good standing and that all acts which are a condition precedent entering into this Lease on behalf of **STEIN'S AIRCRAFT SERVICES, LLC** have timely taken place.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Lease on the dates below given.

CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation

BY:_____
KEITH G. BOSMAN, Mayor
Date:_____

BY:_____
DEBRA SALAS
City Clerk/Treasurer
Date:_____

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2014, KEITH G. BOSMAN, Mayor, and DEBRA SALAS, City Clerk/Treasurer, of the CITY OF KENOSHA, WISCONSIN, a municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said City, by its authority.

_____
Notary Public, Kenosha County, WI.
My Commission expires/is:_____

STEIN'S AIRCRAFT SERVICES, LLC
a Wisconsin limited liability company

BY: _____
MICHAEL N. STEIN, Owner

Date: 3/18/2014

BY: _____
LAURIE A. STEIN, Owner

Date: March 18, 2014

STATE OF)
:SS.
COUNTY OF)

Personally came before me this 18th day of March, 2014, MICHAEL N. STEIN AND LAURIE A. STEIN, to me known to be the Owners of STEIN'S AIRCRAFT SERVICES, LLC, and acknowledged to me that they executed the foregoing instrument as the agreement of said limited liability company, by its authority.

_____
Notary Public, Kenosha County, ~~IL~~ WI
My Commission expires/is: 1/31/15

DENISE M HENRY
Notary Public
State of Wisconsin

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney

NOTE:
DESCRIPTION WRITTEN FROM EXISTING MAPPING
NO FIELD VERIFICATION HAS BEEN DONE

HANGAR LEASE DESCRIPTION
A parcel of land located in the SE 1/4 of Section 29, T2N, R22E, City of Kenosha, Kenosha County, Wisconsin, more fully described as follows:

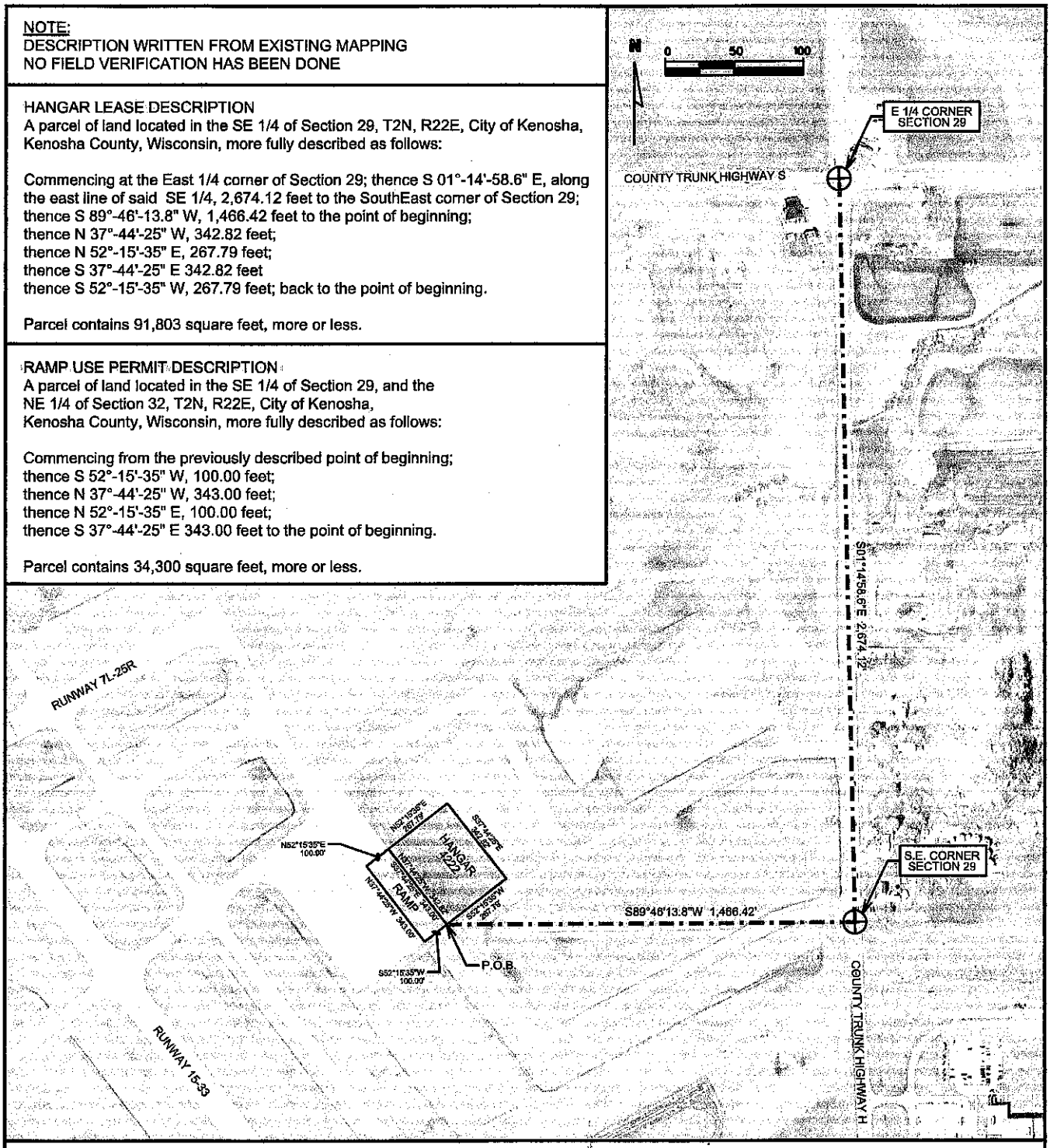
Commencing at the East 1/4 corner of Section 29; thence S 01°-14'-58.6" E, along the east line of said SE 1/4, 2,674.12 feet to the SouthEast corner of Section 29;
thence S 89°-46'-13.8" W, 1,466.42 feet to the point of beginning;
thence N 37°-44'-25" W, 342.82 feet;
thence N 52°-15'-35" E, 267.79 feet;
thence S 37°-44'-25" E 342.82 feet
thence S 52°-15'-35" W, 267.79 feet; back to the point of beginning.

Parcel contains 91,803 square feet, more or less.

RAMP USE PERMIT DESCRIPTION
A parcel of land located in the SE 1/4 of Section 29, and the NE 1/4 of Section 32, T2N, R22E, City of Kenosha, Kenosha County, Wisconsin, more fully described as follows:

Commencing from the previously described point of beginning;
thence S 52°-15'-35" W, 100.00 feet;
thence N 37°-44'-25" W, 343.00 feet;
thence N 52°-15'-35" E, 100.00 feet;
thence S 37°-44'-25" E 343.00 feet to the point of beginning.

Parcel contains 34,300 square feet, more or less.



Mead & Hunt

Mead & Hunt, Inc.
6501 Watts Road
Madison, WI 53719
phone: 608-273-6380
meadhunt.com

KENOSHA REGIONAL AIRPORT
LEASE DESCRIPTION
Hangar No. 4222

03/14/2014
Sheet 1 of 1
Job No. 1108100-05001.01
Stein Hangar Lease Description.DGN

MEMO

DATE: March 31, 2014

TO: CITY CLERK

FROM: KENOSHA REGIONAL AIRPORT

SUBJECT: ITEMS PASSED BY AIRPORT COMMISSION TO BE PLACED ON THE AGENDAS FOR FINANCE AND COUNCIL

Date of Meeting: March 26, 2014

NEW LEASE Approve Lease Agreement between City of Kenosha, Wisconsin and Stein's Aircraft Services, LLC **#4222**

APPROVED BY AIRPORT COMMISSION (3-1) March 26, 2014

AGREEMENT
RESPECTING THE EMPLOYMENT
OF SCHOOL CROSSING GUARDS

By And Between

THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation

And

KENOSHA UNIFIED SCHOOL DISTRICT, NO. 1.,
A Wisconsin Common School District

THIS AGREEMENT made and entered by and between the **CITY OF KENOSHA, WISCONSIN,** a Wisconsin municipal corporation, hereinafter referred to as **"CITY"**, and the **KENOSHA UNIFIED SCHOOL DISTRICT NO. 1**, a Wisconsin common school district, hereinafter referred to as **"SCHOOL DISTRICT".**

W I T N E S S E T H:

In consideration of the mutual promises, agreements and undertakings hereinafter set forth, **CITY** and **SCHOOL DISTRICT** agree as follows:

I. TERM OF AGREEMENT. This Agreement shall be valid for the 2013-2014, 2014-2015 and 2015-2016 school years (as used herein, School Year extends from July 1 to the ensuing June 30th).

II. CITY TO PROVIDE CROSSING GUARDS.

A. Crossing Guards And Equipment Provided. The **CITY** shall provide to **SCHOOL DISTRICT** the services of three (3) Crossing Guards, hereinafter referred to as **"CROSSING GUARDS"** for placement at sites designated by the **POLICE DEPARTMENT.** The **CROSSING GUARDS** shall be assigned by the Chief of Police to **middle schools** under the direction of the **SCHOOL DISTRICT** consistent with the provisions of any applicable collective bargaining agreements and/or employee handbook. The **SCHOOL DISTRICT** may object to any such assignment. Such objection may result in a position not being filled for a period of time, whereupon there will be no reimbursement required of the **SCHOOL DISTRICT**. The

CROSSING GUARDS shall carry such Police Department issued equipment as deemed necessary by the Chief of Police.

B. City Employees. The **CROSSING GUARDS** shall be employees of the **CITY** and under the control and direction of the Chief of Police.

C. Reporting Relationship. The **CROSSING GUARDS** shall perform their duties in collaboration with the **SCHOOL DISTRICT** officers and employees.

D. Service Provided By CROSSING GUARDS. The **CROSSING GUARDS** shall provide the following principal services to the **SCHOOL DISTRICT:**

1. Assist children on their way to and from school in safely crossing roadways and intersections.
2. Watch for gaps in traffic and walk children across the roadway or intersection while holding a "stop" sign in such a manner as to be visible to approaching vehicles.

E. Time of Service. CROSSING GUARDS shall be assigned to designated crossing areas during each day that school is in session for students from the first day of the School Year in September, until the last school day of the School Year for the term of this Agreement. The **CROSSING GUARDS'** workday shall be consistent with and dependent upon each school's starting and ending time. **SCHOOL DISTRICT** shall provide **POLICE DEPARTMENT** school calendars for the schools utilizing **CROSSING GUARDS** identifying the starting and ending times for each school day. The **CROSSING GUARDS'** workday shall include an a.m. shift commencing 30 minutes prior to the school's start time and ending 30 minutes after the start time and an after school shift commencing 15 minutes prior to student release time and ending 30 minutes after the student release time. In the event that school hours as described above change, the Chief of Police may modify the hours of service within the limits of any applicable agreement. The **SCHOOL DISTRICT** further acknowledges that changes to the school calendar may prevent **CROSSING GUARDS** to be assigned consistent with the changes and in that event the designated crossings will not have a **CROSSING GUARD** assigned that day.

F. Illness. **SCHOOL DISTRICT** acknowledges that the **CITY** is assigning three (3) of its **CROSSING GUARDS** without backup support in the event of absence. The **CITY** will make attempts to have a floater crossing guard cover the designated crossing in the event the regular **CROSSING GUARD** is absent. The **SCHOOL DISTRICT** further acknowledges that if the **CROSSING GUARDS** are absent and the **CITY** is unable to find a floater guard that the designated crossing will not have a **CROSSING GUARD** assigned that day.

G. Emergency. The **CROSSING GUARDS** are subject to being assigned to other emergency calls at the discretion of the Chief of Police. The **SCHOOL DISTRICT** further acknowledges that if the **CROSSING GUARDS** are unavailable due to an emergency the designated crossing will not have a **CROSSING GUARD** assigned that day.

III. RESPONSIBILITY OF SCHOOL DISTRICT.

Compensation. The **SCHOOL DISTRICT** shall pay to **CITY**, through the Department of Finance, for services provided by three (3) **CROSSING GUARDS** at their individual daily rate of pay and benefits for the actual days worked as **CROSSING GUARDS.** An itemized listing of all **CROSSING GUARDS**, their salary, all applicable benefits and the number of contract days must be provided to the **SCHOOL DISTRICT** at the beginning (projected) and at the end (actual) of the School Year. The **CITY** shall be paid by the **SCHOOL DISTRICT** no later than the fifteenth (15th) day of each month following the month that services were provided. The annual charge for the term of this Agreement shall be adjusted to include increases in pay and fringe benefits established in the CITY - CROSSING GUARD compensation agreement.

IV. TERMINATION

A. Termination By Either Party Prior to Agreement Expiration. Either party may terminate this Agreement for any reason, prior to its expiration by giving advance, written notice to the other party no later than September 30 of any year that this Agreement is to be terminated, effective January 1 of the ensuing year.

B. Material Breach of Agreement Terms and Conditions. This Agreement may be terminated upon ten (10) days advance, written notice for material breach of the terms and conditions hereof. Any failure to perform an obligation under this Agreement constitutes a breach and is actionable in a Court of Law without notice of the right to cure breach.

V. NOTICES. All notices shall be directed to the parties as follows:

- **To The CITY:**
  Office of the City Clerk/Treasurer,
  Room 105, 625 - 52nd Street,
  Kenosha, Wisconsin 53140.

- **To The SCHOOL DISTRICT:**
  Office of the Assistant Superintendent of Business,
  Kenosha Unified School District, No. 1,
  3600 - 52nd Street,
  Kenosha, Wisconsin 53144.

Any notice required shall be in writing and may be personally delivered or mailed by Registered Mail, return receipt requested, postage prepaid, through the United States Postal Service, or equivalent private delivery service. The time of service is at the time of delivery if service is made by personal delivery, or the time of receipt of service if made by mail or private delivery service.

VI. ENTIRE AGREEMENT. The full agreement of the parties is expressed herein and no verbal or written understandings or agreements shall alter, change or modify the terms of this Agreement unless in writing and signed by both parties as an amendment to this Agreement.

VII. SEVERABILITY. If any of the terms of this Agreement, except for consideration, are determined by a Court of competent jurisdiction to be invalid or inoperative, all remaining terms shall remain in full force and effect.

VIII. NO THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of the parties, and no benefits or rights are intended or created by this Agreement for the benefit of any third party.

IX. AUTHORIZATION.

A. CITY enters into this Agreement by authority of action taken by its Common Council on the _____ day of _____, 2014.

B. SCHOOL DISTRICT enters into this Agreement by authority of action taken by its Board of Education on the _____ day of _____, 2014.

IN WITNESS WHEREOF, the parties hereto have herein executed this Agreement on the dates below given.

CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation

BY:_____
KEITH G. BOSMAN, Mayor
Date:_____

BY:_____
DEBRA SALAS,
City Clerk/Treasurer/Assessor
Date:_____

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2014, **KEITH G. BOSMAN, Mayor,** and **DEBRA SALAS, City Clerk/Treasurer/Assessor** of the **CITY OF KENOSHA, WISCONSIN,** a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer/Assessor, and acknowledged to me that they executed the foregoing instrument as such officers as the Agreement of said City, by its authority.

_____
_____
Notary Public, Kenosha County, WI.
My Commission expires/is:_____

KENOSHA UNIFIED SCHOOL DISTRICT
A Wisconsin Common School District

BY:_____
REBECCA STEVENS, President,
School Board
Date:_____

BY:_____
DR. JOSEPH MANGI
Superintendent of Schools
Date:_____

STATE OF WISCONSIN)
: SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2014, **REBECCA STEVENS, President**, of the **Kenosha Unified School District Board**, and **DR. JOSEPH MANGI, Superintendent of Schools,** of the **KENOSHA UNIFIED SCHOOL DISTRICT NO. 1,** to me known to be such School Board President and Superintendent of Schools, and acknowledged that they executed the foregoing instrument as such officers as the agreement of said common school district, by its authority.

_____
_____
Notary Public, Kenosha County, WI.
My Commission expires/is:_____

Planning & Zoning
Community Development
262.653.4030
262.653.4045 FAX
Room 308

Building Inspections
Property Maintenance
262.653.4263
262.653.4254 FAX
Room 100

DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS

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

Jeffrey B. Labahn, Director
Richard Schroeder, Deputy Director

TO: Keith G. Bosman, Mayor
Members of the City of Kenosha Common Council
Members of the City of Kenosha Finance Committee

FROM: Rich Schroeder, Deputy Director
Department of Community Development and Inspections

SUBJECT: Request from Brad Lorenz, Lorenz Excavating & Topsoil, to Refund Penalty Fees in the Total Amount of $699.12 for Permits Associated with a Raze at 8622 60th Street (District 16)

DATE: March 12, 2014

Brad Lorenz, raze contractor for the property at 8622 60th Street has submitted a request for a refund of penalty fees for work (razing of a building) done without a permit. The total amount of the penalty fees for the three permits (Raze, Erosion Control, and Sewer/Water Cap-off) totals $699.12.

The contractor indicated that he thought he had already paid for the permit.

It should be noted that the contractor razed the building on or before January 17, 2014; and, did not contact the City to schedule an inspection until March 3, 2014.

The following sequence of events is pertinent to this issue:

January 9, 2014:	Contractor submits the permit application packet to the City.
January 10, 2014:	Contractor is notified that the permit is ready for pick-up once the fees are paid
January 17, 2014:	A City Inspector drives by the site and notes that the building has been razed.

January 22, 2014:	A second notice is sent to the contractor indicating that the permit is ready for pick-up once the fees, along with a two-times penalty fee for each permit, have been paid,
February 14, 2014:	A letter is sent to the owner (Magnet Distribution) and contractor informing them that the site does not have a valid permit; and that penalty fees have been applied per Chapter 9 of the Code of General Ordinances.
February 20, 2014:	The contractor pays the permit and penalty fees and obtains the permit.
March 3, 3014:	The contractor contacts the inspector to schedule an inspection. Please note that an inspection should have been scheduled prior to the raze of the building; and, that no inspections can be scheduled until the applicant has a valid permit.

Chapter 9.07 B of the Code of General Ordinances indicates that a permit shall not be valid until such time as all fees have been paid. In addition, Chapter 9.07 C states that if work is started without a valid permit, then the fees shall be doubled.

The Common Council has the ability to deny the request or approve it with a full or partial refund of the penalty.

Recommendation:

Since work was started without valid permits, a recommendation is made to deny the request.

RPS:saz

City of Kenosha
Department of Community Development & Inspections
625 52nd Street, Kenosha, Wisconsin

Appeal Form

Property Address: 8622 ~~[illegible]~~ 60ST Date: 2-18-14

Appeal is for: ___Special Assessment ___Reinspection Fee ___Board-up Fee X Penalty Fee

___Other ___

Amount: $1398.24 (Penalty: $699.12)

Property Owner: MAGNUT DIST

Petitioner: LORENZ EXCAVATION + TOPSOIL

Mailing Address: 8020 75ST

Home Phone Number: 262-697-0359 Daytime Phone Number: 262-620-0097

E-mail Address: LORENZ-EXCAVATING@SBCGLOBAL.NET

Reason for Appeal (if more space is needed, please attach information to this form):

DIDNT KNOW WAS NOT PAID PAPER MIXED UP WITH OTHER JOB PERMITS, HAD WHEN THROW ALL STEPS TO OBTAINED BUT SOME HOW DIDNT GET PAID

Petitioner's Signature: [signature]

Please return to:
Department of Community Development and Inspections
625 52nd Street, Room 100, Kenosha, Wisconsin 53140
Phone: 262.653.4263; Fax: 262.653.4254

RECEIVED
By ___

BINFORMS/AppealForm

Planning & Zoning

Community Development

262.653.4030
262.653.4045 FAX
Room 308

Building Inspections

Property Maintenance

262.653.4263
262.653.4254 FAX
Room 100

DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS

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

Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

February 14, 2014

Zaid Investment Group Incorporated
6650 183rd Street
Tinley Park, IL 60477

Dear Sir/Madam:

SUBJECT: Failure to Obtain Permits Associated with Raze Project at 8622 60th Street, Kenosha, Wisconsin

In accordance with Section 9.17(A) of the City of Kenosha, Code of General Ordinances, no person shall raze any building within the City of Kenosha without first obtaining a permit.

Appropriate building permit applications for this project were submitted to our Department by Lorenz Excavating and Topsoil, and were approved for payment on January 10, 2014; however, the raze work has begun and the building permit fees remain unpaid.

Per Section 9.07(C), a two-times penalty fee has been assessed to each permit associated with the raze project, for beginning the work without having paid for the permits. To bring the property into compliance, payment for all permits associated with the raze project must be received by the Department of Community Development and Inspections, Room 100, no later than March 14, 2014.

If you have any questions regarding this matter, please call me at Mike Moore 262.653.4268 or e-mail me at mmoore@kenosha.org.

Sincerely,

DEPARTMENT OF COMMUNITY
DEVELOPMENT AND INSPECTIONS

Mike Moore, Building Inspector

:gmr
Enclosures
c: Lorenz Excavating & Topsoil

INSPECTORS/Moore/08622-060S-Raze

of approved portable electrical equipment to approved permanently installed receptacles.

b. Temporary testing systems required for the testing or servicing of electrical equipment or apparatus.

3. Mechanical.

a. Portable heating appliance.

b. Portable ventilation equipment.

c. Portable cooling unit.

d. Replacement of any minor part that does not Alter the approval of equipment or make it unsafe.

4. Plumbing.

a. The stopping of leaks in drain, water, soil, waste or vent pipes, provided that if any concealed trap, drainpipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such Work shall be considered as new Work and a Permit shall be obtained.

b. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, providing such repairs do not involve the replacement or rearrangement of valves, pipes or fixtures.

I. Site Safety Requirements. As a condition of approval of any Permit, the Code Official may deem it necessary for the applicant to provide site safety and security measures as described herein due to the close proximity of the construction site to residential property or other conditions impacting site safety or security.

1. Fencing. The applicant shall install a six (6') foot high chainlink fence, including gates and access to the site, around the perimeter of the construction site in a manner approved by the Code Official. Required fencing shall be installed prior to the commencement of any other Work on the site.

2. Guarding Site. The applicant shall take or cause to be taken all steps necessary to properly guard the Work and the site around the Work, to protect the public from damage of or injury to property or Persons.

3. Other Conditions. The Code Official may impose additional means of site safety and security measures as deemed necessary by circumstances which are unique to any Work.

J. No Delinquent Special Assessments, Special Charges, or Special Taxes. The issuance of Permits under this Chapter 9 shall be conditioned upon there being no delinquent special assessments, special charges, or special taxes with respect to the real property upon which the Work will be performed. If in the opinion of the Director of the Department of Community Development and Inspections, the permit is required to resolve a condition of imminent danger to public health, safety and welfare, the Director may waive this condition of issuance. If there is a waiver of the conditions of issuance, the Director of the Department of Community Development and Inspections shall notify the Committee of Public Safety and Welfare within 30 days of the waiver.

9.07 FEES

A. Fees. The Common Council shall, from time to time, by Resolution, establish fees for the following Permits, reviews, inspections and services provided by the Department of Community Development and Inspections.

Residential Building, Addition and Alteration
Commercial Building, Addition and Alteration
Accessory Building
Electrical
Plumbing
Heating, Ventilating and Air Conditioning
Plan Reviews
Razings
Moving of Buildings
Street Occupancy
Swimming Pools and Hot Tubs
Signs
Fences
Occupancy
Reinspection
Penalty

B. Payment of Fees. A Permit shall not be valid until such time that the fees required by this Code have been paid.

C. Work Started Without Permit. When a Permit is required by this Code and Work is started prior to obtaining such Permit, the fees required shall be doubled. For the second offense within a twelve (12) month period, starting Work prior to obtaining a Permit, the fee shall be quintupled. For the third such offense within a twelve (12) month period, in addition to the penalties listed above, the Code Official may bar such contractor from Work in the City for a period of one (1) year from the completion date of the project which resulted in the third offense. The payment of such doubled or quintupled fee shall not relieve any Person from complying with the requirements of this Code, nor from any penalties proscribed herein.

D. Permit Fee Waiver For a Porch or Deck. A Permit fee waiver for a porch or deck may be

ECEIPT·NO. 002972

CITY OF KENOSHA
DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS
625-52ND STREET, ROOM 100 KENOSHA, WI 53140

ECEIVED FROM: LORENZ EXCAVATING & TOPSO
ATE RECEIVED: FEBRUARY 20, 2014
MOUNT RECEIVED: $1,398.24
PERATOR ID.: HGAILR

ROJECT ADDRESS: 08622 060S
AYMENT METHOD: CHECK NO.: 7126

PERMIT#	DESCRIPTION	AMOUNT
157543	COMMERCIAL EROSION CONTROL	$600.00
157542	EXTERIOR SEWER/WATER LATERAL	$240.00
157541	COMMERCIAL RAZING PERMIT	$558.24

2/20/14 COMMUNITY DEVELOPMENT & INSPECTIONS PAGE 1
13:25 POST PERMIT PROCESSING PRINT
HOINQ4
REV. 3.1 FOR PERMIT# 157541 - PROJ. ADDR. 08622 060S

TATUS: WI WKS TYPE: CORZ DATE ENTERED: 01/09/14 LAST CHANGE: HGAILR
OC. DESCR: PRINC&ACCS RAZE WTR PERM #: 00000 02/20/14
DESC2: PRINT NOTE: Y 1ST NOTE: 01/10/14 13:20
SSUE DATE: 02/20/14 PARCEL#:08222333010210 2ND NOTE: 01/22/14 ACT: RCP
3RD NOTE:

WNER: MAGNET DISTRIBUTION
PO BOX 40
KENOSHA, WI 53144
(262) 909-8064

CONTRACTOR: LORENZ EXCAVATING &TOPSOI
8020 75TH STREET
KENOSHA, WI 53142
(262) 697-0359
GENL

Estimated cost 13,100_____

CHECK ONE:
Principle building X_____ Accessory building X_____
Number of units _____

Comments: PRINCIPAL AND_____

CEIPT#002972 $1,398.24 CHECK# 7126 BY: LORENZ EXC 02/20/14 HGAILR

E	DESC.....	RATE	QTY	PEN	AMT	FEE	DESC.....	RATE	QTY	PEN	AMT
2	RAZE-PRIN	90.00	1		90.00	703	RAZE-ACCS	60.00	1		60.00
9	RAZE SQFT	.12	1076		129.12	749	RAZE SQFT	.12			
9	RAZE SQFT	.12				749	RAZE SQFT	.12			
9	RAZE SQFT	.12				749	RAZE SQFT	.12			
9	RAZE SQFT	.12									

TAL FEE AMOUNT: $558.24 INCLUDING PENALTY AMT: $279.12 CODE: NP

SP. DATE:	DESC.	PASS	FAIL	COMMENT
R 01/17/14	_____			PER RICH, KEVIN CONDUCTED INSPECTION AND NOTED THAT RAZE HAS BEGUN BEFORE PERMIT PAID. 2X'S FEE SHALL NOW APPLY.
	_____			
	_____			

THORIZED SIGNATURE _____DATE_____
R OFFICIAL USE ONLY IF SIGNED BY COMMUNITY DEVELOPMENT & INSPECTIONS PERSONNEL

2/20/14 COMMUNITY DEVELOPMENT & INSPECTIONS PAGE 1
3:24 POST PERMIT PROCESSING PRINT
HOINQ4
REV. 3.1 FOR PERMIT# 157542 - PROJ. ADDR. 08622 060S

TATUS: WI WKS TYPE: SWWT DATE ENTERED: 01/09/14 LAST CHANGE: HGAILR
C. DESCR: CAP-OFF WTR PERM #: 00000 02/20/14
DESC2: PRINT NOTE: Y 1ST NOTE: 01/10/14 13:20
SUE DATE: 02/20/14 PARCEL#:08222333010210 2ND NOTE: 01/22/14 ACT: RCP
3RD NOTE:

NER: MAGNET DISTRIBUTION
PO BOX 40
KENOSHA, WI 53144
(262) 909-8064

CONTRACTOR: LORENZ EXCAVATING &TOPSOI
8020 75TH STREET
KENOSHA, WI 53142
(262) 697-0359
GENL UC#9377

Estimated Cost 700_____

Project Name (if commercial property) CAP-OFF_____

Description of work/comments _____
_____

CHECK ONE: Commercial _____ Residential X_____

CHECK ONE: New Building _____ Existing X_____

CEIPT#002972 $1,398.24 CHECK# 7126 BY: LORENZ EXC 02/20/14 HGAILR

E	DESC.....	RATE	QTY	PEN	AMT	FEE	DESC.....	RATE	QTY	PEN	AMT
3	SWR. LAT.	60.00	1		60.00	214	WTR. LAT.	60.00	1		60.00
5	S.S. LAT.	60.00				203	CATCH BSN	24.00			
5	SAMP.MAN.	11.00				219	P.I. WTR.	.24			
0	P.I. SWR.	.24				220	P.I. SWR.	.24			
1	P.I.STORM	.24				221	P.I.STORM	.24			

TAL FEE AMOUNT: $240.00 INCLUDING PENALTY AMT: $120.00 CODE: NP

SP. DATE:	DESC.	PASS	FAIL	COMMENT
R 01/17/14				PER RICH, KEVIN CONDUCTED INSPECTION AND NOTED THAT RAZE & CAP-OFF WORK HAVE BEGUN BEFORE PERMIT PAID. 2X'S FEE SHALL NOW APPLY.

THORIZED SIGNATURE _____DATE_____
R OFFICIAL USE ONLY IF SIGNED BY COMMUNITY DEVELOPMENT & INSPECTIONS PERSONNEL

2/20/14 COMMUNITY DEVELOPMENT & INSPECTIONS PAGE 1
13:24 POST PERMIT PROCESSING PRINT
HOINQ4
REV. 3.1 FOR PERMIT# 157543 - PROJ. ADDR. 08622 060S

TATUS: WI WKS TYPE: ECCO DATE ENTERED: 01/09/14 LAST CHANGE: HGAILR
OC. DESCR: WTR PERM #: 00000 02/20/14
DESC2: PRINT NOTE: Y 1ST NOTE: 01/10/14 13:20
SSUE DATE: 02/20/14 PARCEL#:08222333010210 2ND NOTE: 01/22/14 ACT: RCP
3RD NOTE:

WNER: MAGNET DISTRIBUTION
PO BOX 40
KENOSHA, WI 53144
(262) 909-8064

CONTRACTOR: LORENZ EXCAVATING &TOPSOI
8020 75TH STREET
KENOSHA, WI 53142
(262) 697-0359
GENL

Contact _____ E-mail _____

Plan File # 4,000_____
Total area to be disturbed (sq.ft.) E: 65 CY

Excav/Fill: Cu.Yds.: _____
Trenching: Linear Feet: _____
Grading or Site Stripping (sq.ft.) _____

Shoreland/wetland Affected _____
Completion Date _____

ECEIPT#002972 $1,398.24 CHECK# 7126 BY: LORENZ EXC 02/20/14 HGAILR

EE DESC.....	RATE	QTY	PEN	AMT	FEE DESC.....	RATE	QTY	PEN	AMT
00 PLRV EC-R	100.00	1		100.00	951 BASE RES	200.00	1		200.00

OTAL FEE AMOUNT: $600.00 INCLUDING PENALTY AMT: $300.00 CODE: NP

ISP. DATE:	DESC.	PASS	FAIL	COMMENT
K 01/08/14	_____	X		MET WITH BRAD LORENZ AND DISCUSSED E/C PLAN FOR RAZING. APPROVED PERMIT.
R 01/17/14	_____			PER RICH, KEVIN CONDUCTED INSPECTION AND NOTED THAT RAZE WORK HAS BEGUN BEFORE PERMIT PAID. 2X'S FEE SHALL NOW APPLY.

THORIZED SIGNATURE _____DATE_____
R OFFICIAL USE ONLY IF SIGNED BY COMMUNITY DEVELOPMENT & INSPECTIONS PERSONNEL

Planning & Zoning

Community Development

262.653.4030
262.653.4045 FAX
Room 308

Building Inspections

Property Maintenance

262.653.4263
262.653.4254 FAX
Room 100

DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS

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

Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

April 2, 2014

Brad Lorenz
Lorenz Excavation & Topsoil
8020 75th Street
Kenosha, WI 53142

Dear Mr. Lorenz:

Subject: Request to Rescind/refund a Two-times Penalty Fee in the Amount of $699.12 for Work Started Without Permits

The City of Kenosha Finance Committee will review your above-referenced request at their regular meeting to be held on Monday, April 7, 2014, at 5:30 p.m. In Room 204 of the Kenosha Municipal Building, 625 52nd Street. (Finance Committee meeting times are subject to change. Please confirm meeting time at http://www.kenosha.org/council/finagenda.pdf two (2) days prior to the meeting; or, you may call me at 262.653.4257.)

The recommendation of the Finance Committee will be acted upon by the Common Council at their regular meeting to be held at 7:00 p.m in Room 200 of the Municipal Building following the Finance Committee meeting.

If you have any questions, please contact me at 262.653.4257 or szampanti@kenosha.org.

Sincerely,

Department of Community
Development and Inspections

Sue Zampanti

Sue Zampanti, Secretary

/SAZ

Planning & Zoning
Community Development
262.653.4030
262.653.4045 FAX
Room 308

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DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS

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www.kenosha.org

Jeffrey B. Labahn, Director
Richard Schroeder, Deputy Director

TO: Keith G. Bosman, Mayor
Members of the City of Kenosha Common Council
Members of the Finance Committee

FROM: Brian Wilke, Development Coordinator BRW
Department of Community Development and Inspections

SUBJECT: Request from Sandra Sloan to Rescind a Penalty Fee for a Business Occupancy Permit for Concept Sales Midwest in the Amount of $720.00; Property Address: 625 57th Street, Suite 300

DATE: March 12, 2014

The applicant, Sandra Sloan, Concept Sales Midwest, is requesting a rescindment/refund of a penalty fee in the amount of $720.00 that was levied based on the illegal occupancy of the property located at 625 57th Street, Suite 300.

Section 8.04 of the City of Kenosha Zoning Ordinance stipulates the following:

F. Permit Fees. *Should an application be made for a Certificate of Occupancy or a Temporary Certificate of Occupancy for a building following occupancy of such building without any such certificate, then the permit fee shall be five (5) times the standard permit fee.*

The following sequence of events is pertinent to this issue:

December 11, 2013:	Community Development and Inspections is alerted by the City Assessor's Office of a new business open in the building at 625 57th Street, Suite 300. The business owner did not apply for or receive an Occupancy Permit from Community Development and Inspections.
December 16, 2013:	A letter is sent by Community Development and Inspections to Kenosha National, LLC, c/o Clovis Point, LLC, the owners of the building, alerting them to the illegal occupancy of Concept Sales Midwest. The letter states that Concept Sales Midwest must obtain an Occupancy Permit no later than January 2, 2014.
December 26, 2013:	Brian Wilke receives a Business Occupancy Permit application from Sandra Sloan.
January 3, 2014:	The first notice is sent to the applicant, informing her that the Occupancy Permit is approved and ready for payment.

January 15, 2014:	The second notice is sent to the applicant informing her that the Occupancy Permit is approved and ready for payment.
February 6, 2014:	Sandra Sloan emails the property owner indicating that she never received the payment notice from the City.
February 10, 2014:	Brian Wilke corresponds with the property owner, informing him that the permit fees have not been paid. The property owner asks if the penalty can be waived and is informed that staff cannot waive the penalty fee.
February 18, 2014:	Sandra Sloan contacts Brian Wilke asking how to appeal the fee. Mr. Wilke sends her the appeal form the next day.
February 24, 2014:	Sandra Sloan submits the $900.00 Business Occupancy Permit Fee (including penalty) and the appeal form.

As of the date of this memo, only one (1) of the four (4) required occupancy inspections has been signed off. It should also be noted that an email correspondence was received by Staff in which the building owner indicated he did not think that this change in tenant required a new Occupancy Permit; and, that the tenant accepted that belief and never obtained an Occupancy Permit. That same building owner later asked if the penalty fee could be waived based on the fact that the previous tenant had an Occupancy Permit. Staff responded that, by Ordinance, the fee could not be waived by Staff.

Recommendation:

As the Zoning Ordinance requires a five-times (5X) permit fee for occupancy without having obtained an occupancy permit, and the applicant did occupy the space without first obtaining a permit, staff recommends denial of the request to rescind the penalty fee.

BRW/saz
Attachments

City of Kenosha
Department of Community Development & Inspections
625 52nd Street, Kenosha, Wisconsin

Appeal Form

Property Address: 625 57TH ST KENOSHA, WI, 53140 Date: 2/22/14

Appeal is for: ___Special Assessment ___Reinspection Fee ___Board-up Fee X Penalty Fee

Amount: 720.00

Property Owner: PAUL MC DONOUGH

Petitioner: SANDRA SLOAN

Mailing Address: 625 57TH ST KENOSHA, WI 53140

Home Phone Number: 847-356-0822 Daytime Phone Number: 847-848-5848

E-mail Address: SANDY.SLOAN@COMCAST.NET

Reason for Appeal (if more space is needed, please attach information to this form):

DOCUMENT ATTACHED

Petitioner's Signature: [signature]

Please return to:
Department of Community Development and Inspections
625 52nd Street, Room 100, Kenosha, Wisconsin 53140
Phone: 262.653.4263; Fax: 262.653.4254
e-mail: nsi@kenosha.org

BINFORMS/AppealForm - 3/12/12

To Whom It May Concern,

I am filing this appeal for Penalty Fees at the location of 625 57th Street Kenosha, WI 53140. I rented this location December 15, 2011 from the Property Manage, Donna Dioszeigi. She informed me I needed an occupancy permit and to contact the building owner Paul McDonough. I contacted Paul and he identified I didn't need one since the renter previous to me had already paid it.

This is my first property I've rented, so I was unaware of the process. I'm a small business owner and trying to get my business up and running. A fine of $720 will be a hardship on our business. Please take this into consideration.

Sincerely,
Sandra Sloan
Cell 847-848-5868

CEIPT NO. 002985

CITY OF KENOSHA
DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS
625-52ND STREET, ROOM 100 KENOSHA, WI 53140

CEIVED FROM: CONCEPT SALES MIDWEST LLC
TE RECEIVED: FEBRUARY 24, 2014
OUNT RECEIVED: $900.00
RATOR ID.: HGAILR

JECT ADDRESS: 00625 057S
MENT METHOD: CHECK NO.: 1328

PERMIT#	DESCRIPTION	AMOUNT
157487	BUSINESS OCCUPANCY	$900.00

********** I M P O R T A N T N O T I C E **********
-- THIS RECEIPT DOES NOT REPRESENT AN APPROVED CERTIFICATE OF OCCUPANCY --- *
PLEASE CONTACT THE FOLLOWING TO REQUEST INSPECTIONS: *
BUILDING INSPECTOR ..... (262)653-4263 *
FIRE DEPARTMENT ..... (262)653-4110 *
CITY ASSESSOR ..... (262)653-4480 *
WATER UTILITY ..... (262)653-4317 *
BASED ON THESE DEPARTMENTS' APPROVALS A CERTIFICATE OF OCCUPANCY SHALL BE *
GRANTED TO OPERATE BUSINESS. *
********** I M P O R T A N T N O T I C E **********

Zimbra **bwilke@kenosha.org**

Re: Occupancy Permit

From : paul mcdonough <pjmcdonough@aol.com> Mon, Feb 10, 2014 12:03 PM
Subject : Re: Occupancy Permit Items for followup
To : Brian Wilke <bwilke@kenosha.org>

Hi Brian,

thanks for getting back. Don this space, she took over the lease from a previous tenant lease, that I believe had an occupancy permit. Does that provide any exception to the 5x fee?

Paul
On Feb 10, 2014, at 11:46 AM, Brian Wilke wrote:

The normal occupancy permit fee is $180. By Ordinance we are required to charge a 5x's fee for occupancy without a permit. We as a staff can not reduce the penalty fee, that can only be accomplished through the Common Council.

Brian R. Wilke
Development Coordinator
City of Kenosha -
Dept. of Community Development & Inspections
625 52nd Street
Kenosha, WI 53140
(262)653-4049 Phone
(262)653-4045 Fax

From: "paul mcdonough" <pjmcdonough@aol.com>
To: "Brian Wilke" <bwilke@kenosha.org>
Sent: Monday, February 10, 2014 11:35:16 AM
Subject: Re: Occupancy Permit

thanks, I thought the occupancy permit fee was $300?

I will follow up with her, can you pls check the fee to see if we can reduce?

Paul
On Feb 10, 2014, at 10:38 AM, Brian Wilke wrote:

The permit was applied for but never paid for. I show that two notices were sent to Sandra Sloan in Lindenhurst, IL, but the permit was never paid for. The fee for the permit is $900 and once paid for, you or the business owner must call for the followup inspections to complete the occupancy process.

Brian R. Wilke
Development Coordinator
City of Kenosha -
Dept. of Community Development & Inspections
625 52nd Street
Kenosha, WI 53140
(262)653-4049 Phone
(262)653-4045 Fax

From: "paul mcdonough" <pjmcdonough@aol.com>
To: "Brian Wilke" <bwilke@kenosha.org>
Sent: Monday, February 10, 2014 9:58:12 AM
Subject: Fwd: Occupancy Permit

Hi Brian,

I was following up on this. Is there anything else need to resolve her occupancy permit?

thanks,

Paul

Begin forwarded message:

From: Sandy Sloan <sandy.sloan@comcast.net>
Subject: Re: Occupancy Permit
Date: February 6, 2014 1:58:21 PM CST
To: paul mcdonough <pjmcdonough@aol.com>

I did drop off the paperwork. Have not received anything back.

Sandy Sloan
Concept Sales Midwest
625 57th Street
Kenosha, WI 53140
Office (262) 652-5236
Fax (847) 603-6890
Cell 847-848-5868

From: "paul mcdonough" <pjmcdonough@aol.com>
To: "Sandy Sloan" <sandy.sloan@comcast.net>
Sent: Wednesday, February 5, 2014 2:01:00 PM
Subject: Fwd: Occupancy Permit

HI Sandy,

Just following up on whether you got the occupancy permit?

I will stop by next time I am in building to say hi.

paul

Begin forwarded message:

From: paul mcdonough <pjmcdonough@aol.com>
Subject: Occupancy Permit
Date: December 20, 2013 10:11:15 AM CST
To: Sandy Sloan <sandy.sloan@comcast.net>
Cc: Paul <pjmcdonough@aol.com>
Bcc: Brian Wilke <bwilke@kenosha.org>

Good morning Sandy,

Carmelo gave me this letter yesterday after you & I had met. It appears you will have to go down to City Hall, at end of

hallway is the Neighborhood Development & Inspections Department, and submit this occupancy permit. You will have to add your contact info, etc. to complete the form, and there will be one time permit fee. There may also be an inspection of the leased space.

This is normal for all commercial businesses, retail storefronts, and office spaces,etc. I appears that Donna was not correct in thinking you did not have to do, because you were taking over the space.

Given the Holidays, I suggest you go down asap.

I have attached the occupancy form with all the landlord info, completed.

Paul

Planning & Zoning

Community Development

262.653.4030
262.653.4045 FAX
Room 308

Building Inspections

Property Maintenance

262.653.4263
262.653.4254 FAX
Room 100

DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS

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

Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

December 16, 2013

Kenosha National, LLC
c/o Clovis Point, LLC
625 57th Street
Kenosha, WI 53140

Dear Sir or Madam:

SUBJECT: Illegal Occupancy Enforcement Notification-Concept Sales Midwest, 625 57th Street, St 300

It has come to our attention that a new business is in operation at subject property without a valid Business Occupancy Permit. A new Business Occupancy Permit is required for any one (1) of the following three (3) circumstances: 1) a new building is constructed or existing building is altered, 2) the business has a new owner or tenant, or 3) the business has been vacant for longer than ninety (90) days.

This letter serves as notice that you are required to obtain a Business Occupancy Permit no later than **January 2, 2014**. The permit will be subject to a five-times (5X) penalty fee for operating a business without an occupancy permit.

Failure to obtain a business occupancy permit as specified above will result in the assessment of reinspection fees (to the property owner) in accordance with Section(s) 11.01 of the Zoning Ordinance. The amount of the reinspection fee starts at $72.00 and escalates with each reinspection, up to a maximum fee of $360.00 per inspection. These charges, if not paid within thirty (30) days of billing, will be added to the real estate tax bill for this property as a special charge, along with an administrative fee of $100.00. No further notice and order shall be necessary for any "recurring violation" committed by a person within any one (1) year period.

If you have any questions, please feel free to contact me at 262.653.4049; or, you may e-mail me at bwilke@kenosha.org.

Sincerely,

DEPARTMENT OF COMMUNITY
DEVELOPMENT AND INSPECTIONS

B. R. W.

Brian R. Wilke
Development Coordinator

BRW:saz
c: Sandra Sloan, Concept Sales Midwest, 625 57th Street, Suite 300

Planning & Zoning

Community Development

262.653.4030
262.653.4045 FAX
Room 308

Building Inspections

Property Maintenance

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DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS

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

Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

April 2, 2014

Sandra Sloan
Concept Sales Midwest
426 Teal Road
Lindenhurst, IL 60046

Dear Ms. Sloan:

Subject: Request to Rescind/refund a Five-times Penalty Fee in the Amount of $720.00 for an Occupancy Permit at 625 57th Street, Suite 300

The City of Kenosha Finance Committee will review your above-referenced request at their regular meeting to be held on Monday, April 7, 2014, at 5:30 p.m. In Room 204 of the Kenosha Municipal Building, 625 52nd Street. (Finance Committee meeting times are subject to change. Please confirm meeting time at http://www.kenosha.org/council/finagenda.pdf two (2) days prior to the meeting; or, you may call me at 262.653.4257.)

The recommendation of the Finance Committee will be acted upon by the Common Council at their regular meeting to be held at 7:00 p.m in Room 200 of the Municipal Building following the Finance Committee meeting.

If you have any questions, please contact me at 262.653.4257 or szampanti@kenosha.org.

Sincerely,

Department of Community
Development and Inspections

Sue Zampanti

Sue Zampanti, Secretary

/SAZ

CITY OF KENOSHA
SCHEDULES OF DISBURSEMENTS

Disbursement Record 4

Approved by Council _____

The Finance Committee reviewed the attached listing of disbursements for the period from 02/16/14 through 02/28/14 and have approved the disbursements as follows:

1. Checks numbered from 135916 through 136353 as shown on attached listing consisting of:

a. Debt Service	3,836,143.75
b. Investments	-0-
c. All Other Disbursements	24,169,263.44
SUBTOTAL	28,005,407.19

PLUS:

2. City of Kenosha Payroll Wire Transfers from the same period: 1,206,732.52

TOTAL DISBURSEMENTS APPROVED 29,212,139.71

Daniel Prozanski Jr.	David Bogdala
Tod Ohnstad	Rocco LaMacchia Sr.
Keith Rosenberg	Curt Wilson

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,

Carol L. Stancato

Director of Finance

(disbursementsblank.share.fin)

FISCAL NOTE
CITY OF KENOSHA
DEPARTMENT OF FINANCE

PREPARED FOR: Finance Committee

ITEM: Disbursement Record #4

ESTIMATED FINANCIAL IMPACT:

No additional fiscal note needed.

Date Prepared: 03/10/14

Prepared By: MKS

Reviewed By:

CITY OF KENOSHA

DISBURSEMENT JOURNAL

START DATE FOR SUMMARY: 2/16 END DATE FOR SUMMARY: 2/28

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
135916	2/19	VIKING ELECTRIC SUPPLY	110-03-53107-344-000	01/14 ST ELECTRICAL	8.53
135917	2/19	GENERAL COMMUNICATIONS, INC.	520-09-50201-231-000	01/14-TD PARTS	45.00
			520-09-50201-231-000	01/14-TD PARTS	45.00
				..... CHECK TOTAL	90.00
135918	2/19	BUMPER TO BUMPER	630-09-50101-393-000	01/14 CE PARTS, MATE	1,828.22
			520-09-50201-317-000	01/14 TD PARTS, MATE	278.10
			110-02-52203-344-000	01/14 FD PARTS, MATE	263.62
			520-09-50201-347-000	01/14 TD PARTS, MATE	104.94
			501-09-50104-344-000	01/14 SW PARTS, MATE	38.58
			110-02-52203-361-000	01/14 FD PARTS, MATE	16.39
			632-09-50101-389-000	01/14 SE PARTS, MATE	14.45
				..... CHECK TOTAL	2,544.30
135919	2/19	HWY C SERVICE	110-05-55103-369-000	01/14-PA PARTS	358.00
			630-09-50101-393-000	01/14-SE#3120 PARTS	342.32
			110-05-55109-344-000	01/14-PA PARTS	166.32
			630-09-50101-393-000	01/14-SE CREDIT	115.53CR
				..... CHECK TOTAL	751.11
135920	2/19	ICMA RETIREMENT TRUST	110-00-21572-000-000	2/1-15/14 CONTRIBS	46,528.13
			110-00-21599-000-000	2/1-15/14 CONTRIBS	7,130.16
				..... CHECK TOTAL	53,658.29
135921	2/19	KRANZ, INC.	630-09-50101-393-000	02/14-SE PRODUCTS &	2,387.79
			630-09-50101-393-000	02/14-SE PRODUCTS &	551.86
				..... CHECK TOTAL	2,939.65
135922	2/19	KENOSHA NEWS	110-01-51601-321-000	12/13-CD LEGAL NOTIC	137.00
135923	2/19	WINGFOOT COMMERCIAL TIRE	520-09-50106-346-000	01/14-TD TIRES/SERVI	341.84
135924	2/19	KENOSHA WATER UTILITY	110-05-55109-223-000	02/14 #1 WATER/STRM	6,832.76
			110-05-55109-224-000	02/14 #1 WATER/STRM	1,478.34
			110-01-51802-223-000	02/14 912 35TH ST	624.90
			524-05-50101-223-000	02/14 #1 WATER/STRM	469.28
			110-02-52203-224-000	02/14 #1 WATER/STRM	449.49
			110-05-55111-224-000	02/14 #1 WATER/STRM	400.86
			110-02-52203-223-000	02/14 #1 WATER/STRM	374.12
			110-01-51801-223-000	02/14 #4 WATER/STRM	344.24
			110-05-55106-224-000	02/14 #1 WATER/STRM	297.94
			524-05-50101-224-000	02/14 #1 WATER/STRM	273.06
			633-09-50101-224-000	02/14 #1 WATER/STRM	246.89
			110-01-51801-224-000	02/14 #4 WATER/STRM	166.34
			522-05-50102-224-000	02/14 #1 WATER/STRM	128.82
			520-09-50202-224-000	02/14 #1 WATER/STRM	128.82
			633-09-50101-223-000	02/14 #1 WATER/STRM	121.84

START DATE FOR SUMMARY: 2/16 END DATE FOR SUMMARY: 2/28

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-05-55104-224-000	02/14 #1 WATER/STRM	120.62
			520-09-50301-224-000	02/14 #1 WATER/STRM	99.13
			110-02-52110-223-000	02/14 #1 WATER/STRM	79.10
			110-03-53116-224-000	02/14 #1 WATER/STRM	62.18
			110-01-51802-224-000	02/14 912 35TH ST	54.44
			110-05-55102-224-000	02/14 #1 WATER/STRM	42.20
			110-02-52110-224-000	02/14 #1 WATER/STRM	32.23
			520-09-50301-223-000	02/14 #1 WATER/STRM	15.54
				..... CHECK TOTAL	12,843.14
135925	2/19	WE ENERGIES	217-06-51605-259-000	#5656574 UTILITIES	138.33
			217-06-51602-259-000	#5656571 UTILITIES	131.08
			217-06-51603-259-000	#5656577 UTILITIES	114.97
			217-06-51614-259-000	#5656566 UTILITIES	110.53
				..... CHECK TOTAL	494.91
135926	2/19	DATA FINANCIAL BUSINESS	110-01-51201-232-000	MAINT REG MACHINES	259.00
135927	2/19	KENOSHA WATER UTILITY	217-06-51605-259-000	#5656573 UTILITIES	55.27
			217-06-51603-259-000	#5656576 UTILITIES	50.30
			217-06-51602-259-000	#5656568 UTILITIES	50.30
			217-06-51610-259-000	#5656581 UTILITIES	29.48
			217-06-51615-259-000	#5656579 UTILITIES	28.38
			217-06-51614-259-000	#5656565 UTILITIES	28.38
			217-06-51612-259-000	#5656580 UTILITIES	28.38
			217-06-51611-259-000	#5656578 UTILITIES	28.38
				..... CHECK TOTAL	298.87
135928	2/19	WISCONSIN FUEL & HEATING	630-09-50101-392-000	01/14 CE DIESEL FUEL	24,499.88
			630-09-50101-391-000	01/14 CE UNLEADED	22,223.01
			501-09-50105-387-000	01/14 ST LUBRICANTS/	137.25
				..... CHECK TOTAL	46,860.14
135929	2/19	BROOKS TRACTOR, INC.	521-09-50101-341-000	1 GAL HYGAARD	525.47
			630-09-50101-393-000	01/14 CE #3222 PARTS	299.99
			630-09-50101-393-000	01/14 CE-PARTS RETN	159.57CR
			521-09-50101-341-000	WARRANTY CREDIT	481.25CR
				..... CHECK TOTAL	184.64
135930	2/19	FABCO EQUIPMENT, INC.	630-09-50101-393-000	02/14 #1358 PARTS	1,566.65
			630-09-50101-393-000	01/14 PARTS/MATRLS	309.88
			630-09-50101-393-000	01/14 #8512 PARTS	47.71
				..... CHECK TOTAL	1,924.24

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
135931	2/19	KENOSHA WATER UTILITY	110-03-53107-131-250	1/18/14 SNOWPLOWING	715.42
			110-03-53107-131-250	1/31/14 SNOWPLOWING	430.84
			110-03-53107-131-250	1/18/14 SNOWPLOWING	185.80
				..... CHECK TOTAL	1,332.06
135932	2/19	BATTERIES PLUS LLC	110-02-52203-344-000	01/14 FD BATTERIES &	132.36
			110-02-52103-385-000	01/14 PD BATTERIES &	90.24
				..... CHECK TOTAL	222.60
135933	2/19	CHASE BANK KENOSHA	761-00-21513-000-000	01/14 DEDUCTIONS	617.00
			761-09-50101-158-000	01/14 DEDUCTIONS	399.84
			761-00-21511-000-000	01/14 DEDUCTIONS	399.84
			761-00-21514-000-000	01/14 DEDUCTIONS	93.52
			761-09-50101-158-000	01/14 DEDUCTIONS	93.50
				..... CHECK TOTAL	1,603.70
135934	2/19	US IDENTIFICATION MANUAL	110-02-52102-322-000	MANUAL UPDATE SERVC	82.50
135935	2/19	UW MILWAUKEE	631-09-50101-264-000	1/23-4/3/14 KOEHLER	556.00
135936	2/19	FEDEX	110-01-51306-312-000	02/14 DNR DOCS	20.11
135937	2/19	OFFICEMAX	110-01-51901-311-000	01/14 CT #2743 OFFC	492.10
			110-01-51901-311-000	02/14 CT #2743 OFFC	163.60CR
				..... CHECK TOTAL	328.50
135938	2/19	MADISON TRUCK EQUIPMENT	630-09-50101-393-000	01/14-SE PARTS/SERVI	1,410.52
135939	2/19	LINCOLN CONTRACTORS SUPPLY	501-09-50105-385-000	12/13-SW TOOLS/SUPPL	99.00
			110-03-53103-385-000	12/13-ST TOOLS/SUPPL	99.00
				..... CHECK TOTAL	198.00
135940	2/19	HOLLAND SUPPLY, INC.	110-03-53107-344-000	01/14-ST HYDRAULIC F	440.89
135941	2/19	ACCURATE PRINTING CO., INC.	110-01-51901-311-000	01/13 ABSENTEE EPS	511.00
135942	2/19	TRIANGLE APPLIANCE	110-02-52203-235-000	THERMOCOUPLE/SERVC	104.94
135943	2/19	MANDLIK & RHODES	501-09-50102-219-000	02/14 YW COUPON PRG	1,038.91

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
135944	2/19	LEE PLUMBING, INC.	501-09-50105-241-000	01/14-SW HVAC, PLUMB	381.32
			110-03-53103-241-000	01/14-ST HVAC, PLUMB	381.32
				..... CHECK TOTAL	762.64
135945	2/19	CINTAS CORP.	110-01-51801-246-000	01/14 COLL/SHRED	210.00
			110-01-51801-246-000	01/14 COLL/SHRED	105.00
				..... CHECK TOTAL	315.00
135946	2/19	PAGEL HYDRAULIC SERVICE	630-09-50101-393-000	01/14-SE SERVICES/PA	1,037.20
135947	2/19	MALSACK, J	110-09-56501-259-566	2/14 5706 8TH AVE	489.91
			110-09-56501-259-566	2/14 1820 30TH ST	342.85
			110-09-56501-259-566	2/14 3811 75TH ST	218.02
			110-09-56501-259-566	2/14 8004 22ND AVE	218.02
			110-09-56501-259-566	2/14 7204 147TH AVE	176.13
			110-09-56501-259-566	2/14 7732 17TH AVE	168.43
			110-09-56501-259-566	2/14 7903 PERSH BLVD	153.04
			110-09-56501-259-566	2/14 1545 15TH ST	148.77
			110-09-56501-259-566	2/14 7201 7TH AVE	142.78
			110-09-56501-259-566	1/14 5401 60TH ST	97.47
			110-09-56501-259-566	02/14 6409 7TH AVE	88.92
			110-09-56501-259-566	2/14 4218 57TH ST	70.96
			110-09-56501-259-566	2/14 2416 50TH ST	51.30
			110-09-56501-259-566	2/14 7409 7TH AVE	51.30
			110-09-56501-259-566	02/14 6324 7TH AVE	51.30
			110-09-56501-259-566	2/14 7115 7TH AVE	43.60
			110-09-56501-259-566	2/14 2412 50TH ST	42.75
			110-09-56501-259-566	2/14 613 72ND ST	42.75
			110-09-56501-259-566	2/14 2511 79TH ST	42.75
			110-09-56501-259-566	2/14 7833 32ND AVE	42.75
			110-09-56501-259-566	2/14 6400 30TH AVE	8.55
				..... CHECK TOTAL	2,692.35
135948	2/19	B & L OFFICE FURNITURE	110-01-51303-362-000	12 OFFICE CHAIRS	1,093.00
135949	2/19	KENOSHA STARTER & ALTERNATOR	630-09-50101-393-000	02/14-SE PARTS/LABOR	247.34
			630-09-50101-393-000	01/14-SE PARTS/LABOR	182.94
			630-09-50101-393-000	01/14-SE PARTS/LABOR	89.26
				..... CHECK TOTAL	519.54

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
135950	2/19	MID-TOWN PETROLEUM	520-09-50106-341-000	01/14 DIESEL EXHAUST	869.70
135951	2/19	WIS DEPT OF REVENUE	761-00-21512-000-000	01/14 DEDUCTIONS	317.70
135952	2/19	BG OF WISCONSIN	630-09-50101-393-000	12/13 PRODUCTS/SERV	410.10
135953	2/19	INDUSTRIAL ROOFING SVCS INC	405-11-51404-583-000	01/14-PA ROOF SPECIF	1,610.00
135954	2/19	WRIGHT EXPRESS FSC	110-03-53109-341-000	01/14-ST CNG	1.60
			110-03-53103-341-000	01/14-ST CNG	.40
				..... CHECK TOTAL	2.00
135955	2/19	PERSPECTIVES	245-09-50101-264-000	PEER INTERVENT KPD	2,100.00
135956	2/19	MAYER REPAIR	206-02-52205-344-000	01/14-FD SERVICE,PAR	413.65
135957	2/19	LOGISTICS PLUS	205-03-53118-219-000	01/14 TIRE RECYCLING	900.00
135958	2/19	WAUSAU EQUIPMENT CO.	521-09-50101-344-000	CASTER WHEEL-PLOW	5,000.00
			630-09-50101-393-000	01/14 PARTS & MATERI	1,009.27
				..... CHECK TOTAL	6,009.27
135959	2/19	ART BELOW ZERO	222-09-50101-259-000	SNOW DAZE LIGHTING	400.00
135960	2/19	U-HAUL CORPORATE SALES	630-09-50101-393-000	01/14-SE#2986 PROPAN	40.57
135961	2/19	PARK PLACE TECHNOLOGIES	110-01-51102-233-000	DELL- WARRANTY	485.52
135962	2/19	GREEN EARTH	521-09-50101-351-000	RUNWAY DEICER	5,331.58
135963	2/19	WELLNESS COUNCIL OF WI	611-09-50101-155-000	ONE YEAR MEMBERSHIP	365.00
135964	2/19	MENARDS (KENOSHA)	110-03-53107-344-000	01/14-ST MERCHANDISE	227.58
			110-05-55109-369-000	01/14-PA MERCHANDISE	165.60
			110-03-53107-344-000	01/14-ST MERCHANDISE	162.47
			110-02-52203-382-000	01/14-FD#3 MERCHANDI	48.16
			633-09-50101-246-000	01/14-LI MERCHANDISE	22.30
			501-09-50105-361-000	01/14-SW MERCHANDISE	20.63
				..... CHECK TOTAL	646.74

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
135965	2/19	CENTRAL HIGH SCHOOL	110-00-21812-000-000	2ND TAX SETTLEMENT	108,089.71
135966	2/19	BRISTOL SCHOOL DISTRICT #1	110-00-21811-000-000	2ND TAX SETTLEMENT	142,668.50
135967	2/19	MOTION INDUSTRIES	630-09-50101-393-000	01/14-SE MERCHANDISE	100.92
135968	2/19	ROCKFORD IND. WELDING	632-09-50101-389-000	01/14-SE SUPPLIES/RE	108.86
135969	2/19	NATIONAL ELEVATOR INSP SVS	633-09-50101-242-000	ROUTINE INSPECTION	83.00
135970	2/19	TIME WARNER CABLE	110-01-51102-233-000	2/09-3/08 FIRE DEPAR	839.94
135971	2/19	CINTAS CORP	632-09-50101-259-000	01/14 SE-UNIFRM/GLV	628.45
			520-09-50201-367-000	01/14 TD-UNIFRM/GLV	449.90
			110-02-52203-259-000	01/14 FD-UNIFRM/GLV	267.60
				..... CHECK TOTAL	1,345.95
135972	2/19	PARIS JT. 1 SCHOOL DISTRICT	110-00-21813-000-000	2ND TAX SETTLEMENT	12,692.33
135973	2/19	SAFETY-KLEEN INC	520-09-50201-389-000	01/14-TD SOLVENT	161.97
135974	2/19	BUSCHE, JUDY LLC	110-01-50301-219-000	01/14 SERVICES OF PR	972.00
135975	2/19	SAFEWAY PEST CONTROL CO.,INC	110-02-52203-246-000	01/14-FD EXTERMINATI	167.00
			520-09-50201-246-000	01/14-TD EXTERMINATI	55.00
			520-09-50401-246-000	01/14-TD EXTERMINATI	48.00
			110-01-51801-246-000	01/14-MB EXTERMINATI	33.00
			110-05-55109-246-000	01/14-PA EXTERMINATI	26.00
			110-03-53116-246-000	01/14-WA EXTERMINATI	26.00
			520-09-50202-246-000	01/14-TD EXTERMINATI	25.00
			110-02-52110-246-000	01/14-PD EXTERMINATI	23.00
				..... CHECK TOTAL	403.00
135976	2/19	FOX VALLEY CHEMICAL CO	110-02-52203-382-000	01/14 FD #3 CONSUMAB	489.92
135977	2/19	IAFF/NATIONWIDE	110-00-21574-000-000	2/1-15/14 CONTRIBS	19,921.32
135978	2/19	BRUCE MUNICIPAL EQUIPMENT	630-09-50101-393-000	01/14 PARTS/MATERLS	509.49
135979	2/19	AIRGAS NORTH CENTRAL	520-09-50201-317-000	02/14 TD INDUSTRIAL	89.55
			206-02-52205-389-000	02/14 FD #5 OXYGEN C	55.17
			206-02-52205-389-000	01/14 FD #7 OXYGEN C	30.05
				..... CHECK TOTAL	174.77

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
135980	2/19	EAGLE FLIGHT BUSINESS FORMS	110-01-51101-311-000	TAX FORMS	435.49
135981	2/19	RED THE UNIFORM TAILOR	110-02-52206-367-000	01/14 FD-UNIFORMS	671.80
			520-09-50101-367-000	01/14 TD-UNIFORMS	194.35
			110-02-52206-367-000	01/14 FD-UNIFORMS	177.90
			520-09-50101-367-000	01/14 TD-UNIFORM	164.45
				..... CHECK TOTAL	1,208.50
135982	2/19	WE ENERGIES	461-11-51301-581-000	4817 37 AV-GAS RMVL	1,024.00
135983	2/19	CHANNING BETE	110-02-52206-383-000	01/14 TRAINING/EDU	3,300.00
135984	2/19	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	2/1-15/14 CONTRIBS	6,988.33
135985	2/19	STATE OF WISCONSIN	633-09-50101-242-000	ELEVATOR PERMIT-CC	50.00
135986	2/19	RE/MAX ELITE TRUST ACCT.	461-11-51301-581-000	ACQ 4816 37TH AVE	1,000.00
135987	2/19	STAROSTA, RICK	110-00-21905-000-000	2013 FOOTBALL ANDR	50.00
135988	2/19	RACINE RALLY	110-00-21905-000-000	2013 BASEBALL	200.00
135989	2/19	STARTING NINE	110-00-21905-000-000	2013 BASEBALL	50.00
135990	2/19	LATTERGRASS, PAULA	110-01-50605-263-000	1/9/14 YOUTH COMM	40.00
135991	2/19	MAKI, MICHAEL	758-09-51602-259-000	GARAGE DOOR OPENER	36.89
135992	2/19	SWARTZ, MARTHA E.	110-01-51601-261-000	01/14 176 MILES	98.56
135993	2/19	FARCHIONE, DESIREE	110-02-52107-263-000	1/27-28 MENOM FALLS	16.00
135994	2/19	MIKOLAS, KEVIN	110-01-51601-261-000	01/14 502 MILES	281.12
135995	2/19	WILKE, BRIAN	110-01-51601-261-000	01/14 58 MILES	32.48
135996	2/19	CHIAPPETTA, LOUIS	110-01-51601-261-000	01/14 245 MILES	137.20
135997	2/19	MILLER, BRIAN D	110-02-52107-263-000	1/27-28 MENOM FALLS	16.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
135998	2/19	WELLS, SCOTTY	520-09-50101-165-000	1/28-2/11/14 TTD	1,188.34
135999	2/19	ZUKAUSKAS, TADAS	110-02-52103-263-000	2/4-5/14 WINNEBAGO	12.00
136000	2/19	BOSMAN, KEITH	110-01-51301-263-000	LUNCH MEETING 1/31	34.64
			110-01-51301-261-000	GAS-MAYOR'S VAN	33.80
				..... CHECK TOTAL	68.44
136001	2/19	SANCHEZ, MARGARITO	110-01-51601-261-000	01/14 281 MILES	157.36
136002	2/19	MOORE, MICHAEL	110-01-51601-261-000	01/14 683 MILES	382.48
136003	2/19	ALLES, RYAN W	110-02-52103-263-000	2/4-5/14 WINNEBAGO	12.00
136004	2/19	KHALIGIAN, ZOHRAB	110-01-51601-261-000	2/03/14 MADISON	140.20
136005	2/19	PAGOULATOS, KOSTAS	110-01-51601-261-000	01/14 445 MILES	249.20
136006	2/21	ABILITY GLASS, INC	520-09-50202-246-000	REPLACEMENT WINDOW	736.00
136007	2/21	AMALGAMATED TRANSIT UN 998	110-00-21556-000-000	02/21/14 UNION DUES	2,580.70
136008	2/21	GENERAL COMMUNICATIONS, INC.	110-02-52103-231-000	ANTENNA	174.40
			110-03-53103-231-000	01/14-ST ITEMS	41.40
				..... CHECK TOTAL	215.80
136009	2/21	GODFREY & KAHN, SC	420-11-51310-589-000	12/13 - CHRYSLER	22,022.00
136010	2/21	HWY C SERVICE	520-09-50401-347-000	01/14-TD SERVICE/PAR	285.09
			110-05-55109-344-000	01/14-PA SERVICE/PAR	151.99
				..... CHECK TOTAL	437.08
136011	2/21	INTERSTATE ELECTRIC SUPPLY	110-03-53109-375-000	01/14-ST ELECTRICAL	14.16
136012	2/21	CARDINAL HEALTH	206-02-52205-318-000	02/14 FD MEDICAL SUP	413.88
			206-02-52205-318-000	01/14 FD MEDICAL SUP	133.28
				..... CHECK TOTAL	547.16
136013	2/21	LAKESIDE STEEL & MFG. CO.	520-09-50201-246-000	01/14 TD LABOR & MAT	220.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
136014	2/21	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	02/21/14 CITY HRLY	9,995.80
			110-00-21562-000-000	02/21/14 WATER HRLY	3,656.87
				..... CHECK TOTAL	13,652.67
136015	2/21	KENOSHA NEWS	110-00-21104-000-000	01/14 LAKESIDE PLYR	46.46
			110-00-21104-000-000	01/14 SHYAMAJI FOOD	43.35
			110-00-21104-000-000	01/14 BILLAR LA OFC	43.35
			110-00-21104-000-000	01/14 THE PORT-LIC	43.35
			110-01-50101-321-000	01/14 ABSENTEE CNVS	23.52
			110-01-50101-321-000	01/14 ACCU-VOTE BAL	21.11
				..... CHECK TOTAL	221.14
136016	2/21	M A TRUCK PARTS	630-09-50101-393-000	01/14 CE MATERIALS &	3,812.37
			110-02-52203-344-000	01/14 FD MATERIALS &	1,051.04
			206-02-52205-344-000	01/14 FD MATERIALS &	627.12
			520-09-50201-347-000	01/14 TD RETURN	187.12CR
				..... CHECK TOTAL	5,303.41
136017	2/21	WINGFOOT COMMERCIAL TIRE	630-09-50101-393-000	01/14-CE TIRES/SERVI	7,718.32
			110-02-52203-344-000	01/14-FD TIRES/SERVI	715.04
				..... CHECK TOTAL	8,433.36
136018	2/21	SHOPKO	520-09-50106-389-000	01/14-TD MERCHANDISE	22.99
136019	2/21	VAN'S GAS SERVICE INC	630-09-50101-393-000	01/14 CE PROPANE GAS	37.62
			110-03-53117-341-000	01/14 WA PROPANE GAS	22.80
			501-09-50105-355-000	01/14 SW PROPANE GAS	16.00
				..... CHECK TOTAL	76.42
136020	2/21	KENOSHA WATER UTILITY	110-05-55109-223-000	11-12/13 STORMWATER	8,098.74
			461-11-51301-581-000	11-12/13 STORMWATER	611.54
			524-05-50101-223-000	11-12/13 STORMWATER	608.66
			110-03-53103-223-000	11-12/13 STORMWATER	463.14
			520-09-50301-223-000	11-12/13 STORMWATER	416.18
			110-01-51802-223-000	11-12/13 2906 14 AV	409.00
			445-11-50401-589-000	11-12/13 STORMWATER	298.52
			463-11-51101-589-000	11-12/13 STORMWATER	253.50
			110-03-53116-223-000	11-12/13 STORMWATER	229.26
			110-02-52203-223-000	11-12/13 STORMWATER	149.44
			519-09-50124-223-000	11-12/13 STORMWATER	112.74
			519-09-50103-223-000	11-12/13 STORMWATER	108.70
			519-09-50106-223-000	11-12/13 STORMWATER	85.68
			110-01-51802-223-000	11-12/13 8927 SHER	73.62
			519-09-50109-223-000	11-12/13 STORMWATER	62.86
			110-01-51802-223-000	11-12/13 1801 52 ST	58.28
			110-01-51802-223-000	11-12/13 1822 53 ST	58.28
			110-01-51802-223-000	11-12/13 1710 53 ST	57.18
			110-09-56519-259-000	11-12/13 STORMWATER	55.18
			110-01-51802-223-000	11-12/13 6523 14 AV	54.98

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			519-09-50120-223-000	11-12/13 STORMWATER	45.32
			110-01-51802-223-000	11-12/13 2916 SHER	44.02
			110-01-51802-223-000	11-12/13 1715 52 ST	40.74
			519-09-50118-223-000	11-12/13 STORMWATER	40.02
			519-09-50116-223-000	11-12/13 STORMWATER	37.46
			519-09-50105-223-000	11-12/13 STORMWATER	37.46
			110-01-51802-223-000	11-12/13 5512 19 AV	36.36
			110-01-51802-223-000	11-12/13 1715 52 ST	27.58
			110-01-51802-223-000	11-12/13 715 56 ST	24.30
			110-01-51802-223-000	11-12/13 2401 14 AV	8.96
			110-01-51802-223-000	11-12/13 1515 52 ST	7.86
				..... CHECK TOTAL	12,615.56
136021	2/21	WE ENERGIES	758-09-51608-259-000	12/29-1/29/14 UTILS	163.97
			758-09-51607-259-000	1/5-2/4/14 UTILS	101.39
			758-09-51602-259-000	1/15-2/6/14 UTILS	85.12
				..... CHECK TOTAL	350.48
136022	2/21	STATE OF WISCONSIN	110-00-21901-999-000	01/14 COURT COSTS	15,306.49
			110-00-21911-999-000	01/14 COURT COSTS	9,473.95
			110-00-45104-999-000	01/14 COURT COSTS	6,434.67
				..... CHECK TOTAL	31,215.11
136023	2/21	MURRAY & TRETTEL INC.	110-03-53107-219-000	1-6/14-WEATHER SVC	1,362.50
136024	2/21	KENOSHA WATER UTILITY	758-09-51608-259-000	10/23-12/19/13 UTILS	34.96
			758-09-51607-259-000	10/24-12/27/13 UTILS	31.68
				..... CHECK TOTAL	66.64
136025	2/21	WEST GROUP	110-01-50301-322-000	01/14 ONLINE MATERIA	752.00
136026	2/21	WISCONSIN FUEL & HEATING	520-09-50106-341-000	02/14-TD DIESEL FUEL	25,105.34
136027	2/21	CURTIS INDUSTRIES, INC	630-09-50101-393-000	01/14 FASTENERS	483.31
			630-09-50101-393-000	01/14 FASTENERS	288.17
			630-09-50101-393-000	01/14 FASTENERS	146.04
				..... CHECK TOTAL	917.52
136028	2/21	LARK UNIFORM, INC.	110-02-52103-367-000	01/14 #284 UNIFORM I	397.70
			110-02-52103-367-000	01/14 #329 UNIFORM I	235.80
			110-02-52103-367-000	01/14 #502 UNIFORM I	171.90
			110-02-52103-367-000	01/14 #423 UNIFORM I	45.95
				..... CHECK TOTAL	851.35

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
136029	2/21	AT&T	110-01-51801-227-000	2/07-3/06 CIRCUITS	311.50
			110-02-52103-227-000	2/07-3/06 CIRCUITS	70.00
			110-02-52110-227-000	2/07-3/06 CIRCUITS	35.00
			110-02-52108-225-000	2/07-3/06 CIRCUITS	35.00
				..... CHECK TOTAL	451.50
136030	2/21	CHASE BANK KENOSHA	110-00-21513-000-000	02/21/14 HRLY DEDCT	22,179.80
			110-00-21511-000-000	02/21/14 HRLY DEDCT	11,992.11
			110-00-21612-000-000	02/21/14 HRLY DEDCT	11,991.90
			110-00-21614-000-000	02/21/14 HRLY DEDCT	2,968.29
			110-00-21514-000-000	02/21/14 HRLY DEDCT	2,968.27
				..... CHECK TOTAL	52,100.37
136031	2/21	ZILSKE LAW FIRM S C	110-09-56405-212-000	11/14-1/22/14 W/C	2,617.70
			110-09-56405-212-000	11/4-1/9/14 W/C	1,032.30
			110-09-56405-212-000	10/13-1/14 W/C	960.00
			110-09-56405-212-000	11/4-1/24/14 W/C	159.00
				..... CHECK TOTAL	4,769.00
136032	2/21	KENOSHA ACHIEVEMENT CENTER	520-09-50301-258-000	02/14 SPCL TRANSPRT	19,250.00
			520-09-50301-258-000	02/14 WKND DISPATCH	750.00
				..... CHECK TOTAL	20,000.00
136033	2/21	OFFICEMAX	110-01-51901-311-000	01/14 CT #2756 OFFC	509.40
			110-02-52103-311-000	01/14 PD #2759 OFFC	492.30
			110-01-51901-311-000	01/14 CT #2756 OFFC	407.00
			110-01-51101-311-000	01/14 FN #2761 OFFC	183.88
			110-01-51901-311-000	01/14 CT #2757 OFFC	50.52
			110-02-52103-311-000	01/14 PD #2759 OFFC	19.01
			110-01-50301-311-000	01/14 FD #2755 OFFC	6.95
			110-01-51901-311-000	02/14 CT #2756 RETN	339.00CR
				..... CHECK TOTAL	1,330.06
136034	2/21	HOLLAND SUPPLY, INC.	630-09-50101-393-000	01/14-CE HYDRAULIC F	716.88
			110-03-53107-344-000	02/14-ST HYDRAULIC F	62.49
			110-03-53107-344-000	01/14-ST HYDRAULIC F	45.34
			110-03-53107-344-000	01/14-ST HYDRAULIC F	27.12
				..... CHECK TOTAL	851.83
136035	2/21	T-MOBILE	501-09-50103-226-000	1/8-2/7-WIRELESS CAR	42.19

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
136036	2/21	BENDLIN FIRE EQUIPMENT CO.	110-02-52203-344-000	01/14 FD PARTS/MATER	415.60
136037	2/21	MESSERLI & KRAMER P.A.	110-00-21581-000-000	02/21/14 DEDUCTION	174.90
136038	2/21	JAMES IMAGING SYSTEMS, INC.	110-02-52103-232-000	1-6/14 PD-SERVC AGR	1,065.80
			110-01-51601-232-000	1-3/14 CD-COPIER MNT	869.80
			110-01-50101-232-000	01/14 CT-COPIER MNT	539.82
			110-02-52101-232-000	01/14 PD-SERVICE AGR	227.69
			110-01-51101-232-000	1-3/14 FN-COPIER MNT	200.86
			631-09-50101-232-000	01/14 PW-COPIER CHGS	162.40
			110-03-53101-232-000	01/14 PW-COPIER CHG	162.40
			501-09-50101-232-000	01/14 PW-COPIER CHGS	162.39
			110-01-51303-232-000	01/14 PE-SERVICE AGR	59.14
			110-01-51601-232-000	01/14 CD-COPIER MNT	50.22
			110-01-50301-232-000	01/14 LE-COPIER MNT	45.49
			632-09-50101-232-000	1-3/14 SE-COPIER MNT	45.00
			520-09-50301-232-000	01/14 TD-SERVICE AGR	36.45
			110-01-50901-232-000	01/14 AS-COPIER MNT	22.74
			501-09-50105-232-000	01/14 ST-COPIER SRV	22.45
			110-01-52001-232-000	01/14 MC-COPIER MNT	19.13
			110-01-51301-232-000	01/14 AD-SERVICE AGR	14.34
			521-09-50101-232-000	01/14 AR-COPIER MNT	14.04
			110-03-53103-232-000	01/14 ST-COPIER MNT	13.94
				..... CHECK TOTAL	3,734.10
136039	2/21	SAM'S CLUB	110-01-50101-311-000	01/14-CT MERCHANDISE	56.88
136040	2/21	LAKESIDE INTERNATIONAL TRUCK	110-03-53103-344-000	BRAKE SYSTEM REPAIRS	2,919.74
136041	2/21	HUMANA CLAIMS	611-09-50101-155-527	02/19/14 MED CLAIMS	73,707.19
			611-09-50101-155-527	02/14/14 MED CLAIMS	28,557.73
			611-09-50101-155-527	02/19/14 PHARMACY	12,132.90
			611-09-50101-155-527	02/14/14 PHARMACY	970.25
			611-09-50101-155-527	02/20/14 PHARMACY	563.56
				..... CHECK TOTAL	115,931.63
136042	2/21	HUMANA INSURANCE CO	611-09-50101-155-517	02/14 PREMIUM	101,830.66
			611-09-50101-155-518	02/14 PREMIUM	34,108.08
			611-09-50101-155-519	02/14 PREMIUM	3,812.48
			611-09-50101-155-518	02/14 PREMIUM	11.20CR
				..... CHECK TOTAL	139,740.02

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
136043	2/21	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	02/21/14 DEDUCTION	32.90
136044	2/21	JOHNSON BANK	110-00-21532-000-000	02/21/14 CITY HRLY	1,195.00
			110-00-21532-000-000	02/21/14 WATER HRLY	454.62
				..... CHECK TOTAL	1,649.62
136045	2/21	APEX PRINT TECHNOLOGIES	110-01-51201-311-000	12/13 CT PRINT TAX B	15,510.40
			110-01-51306-312-000	12/13 CT MAILING SER	1,125.74
			110-01-51306-312-000	01/14 CT CREDIT	808.48CR
			110-01-51201-311-000	01/14 CT CREDIT	10,391.52CR
				..... CHECK TOTAL	5,436.14
136046	2/21	CHAPTER 13 TRUSTEE	110-00-21581-000-000	02/21/14 DEDUCTION	104.00
			110-00-21581-000-000	02/21/14 DEDUCTION	87.00
			110-00-21581-000-000	02/21/14 DEDUCTION	45.00
				..... CHECK TOTAL	236.00
136047	2/21	YAGGY COLBY ASSOCIATES	403-11-51009-219-000	01/14-PIKE CREEK MAP	250.00
136048	2/21	BUSINESS JOURNAL	110-01-51301-322-000	SUBSCRIPT RENEWAL	109.00
136049	2/21	LOGISTICS PLUS	205-03-53118-219-000	01/14-TIRE RECYCLING	900.00
136050	2/21	WAUSAU EQUIPMENT CO.	630-09-50101-393-000	01/14 PARTS & MATERI	93.62
136051	2/21	SUPERIOR FENDERS	501-09-50105-344-000	REAR SET OF FENDERS	1,550.00
136052	2/21	EC TECH SERVICES	110-01-51102-389-000	REC PRINTER PAPER	85.00
136053	2/21	MILWAUKEE COUNTY HOUSE	110-01-51901-311-000	VOTER SLIPS 1-1500	1,024.00
136054	2/21	WIS SCTF	110-00-21581-000-000	02/21/14 HRLY DEDCT	604.96
136055	2/21	HALLMAN LINDSAY	524-05-50101-246-000	01/14-PA PAINT/PRODU	41.76
			524-05-50101-246-000	01/14-PA PAINT/PRODU	11.89
				..... CHECK TOTAL	53.65
136056	2/21	MOTION INDUSTRIES	630-09-50101-393-000	02/14-CE MERCHANDISE	146.37
136057	2/21	ALARM DETECTION SYSTEMS INC	758-09-51608-259-000	MOTION DETECTORS	129.52
			758-09-51607-259-000	MOTION DETECTOR	77.26
			217-06-51615-259-000	#5654695 MOTION DET	77.16
			217-06-51610-259-000	#5654695 MOTION DET	77.16
				..... CHECK TOTAL	361.10

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
136058	2/21	KENOSHA COUNTY	110-09-56501-259-567	1/22/14 RES 13-14	5,864.06
136059	2/21	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	02/21/14 DEDUCTION	128.40
136060	2/21	KENOSHA COUNTY TREASURER	110-00-21910-999-000	01/14 FEES COLLECTED	6,739.04
			110-00-21901-999-000	01/14 FEES COLLECTED	2,402.18
			110-00-21910-999-000	01/14 FEES COLLECTED	179.50
				..... CHECK TOTAL	9,320.72
136061	2/21	SCHMITT PROTECTIVE SERVICES	110-01-51801-246-000	01/14-MB SECURITY CH	80.00
136062	2/21	BOUND TREE MEDICAL, LLC	206-02-52205-318-000	01/14 FD MEDICAL SUP	1,004.60
136063	2/21	MILWAUKEE TRUCK SALES INC	630-09-50101-393-000	01/14-SE#1959 PARTS	681.86
			630-09-50101-393-000	01/14-SE#3045 PARTS	235.19
				..... CHECK TOTAL	917.05
136064	2/21	SISTER CITIES ASSOCIATION	222-09-50101-297-000	DISTR BUDGET FUNDS	5,000.00
136065	2/21	DOUBLE D CONSTRUCTION INC	217-06-51604-259-000	#5657914 - REPAIRS	850.00
			217-06-51609-259-000	#5657913 - REPAIRS	225.00
				..... CHECK TOTAL	1,075.00
136066	2/21	APEX ALARM SYSTEMS INC.	758-09-51608-259-000	ALARM MONITOR	117.00
			758-09-51607-259-000	ALARM MONITOR	117.00
			217-06-51615-259-000	#5656559 ALARM	117.00
			217-06-51614-259-000	#5656559 ALARM	117.00
			217-06-51613-259-000	#5656559 ALARM	117.00
			217-06-51612-259-000	#5656559 ALARM	117.00
			217-06-51611-259-000	#5656559 ALARM	117.00
			217-06-51610-259-000	#5656559 ALARM	117.00
			217-06-51605-259-000	#5656559 ALARM	117.00
			217-06-51603-259-000	#5656559 ALARM	117.00
			217-06-51602-259-000	#5656559 ALARM	117.00
				..... CHECK TOTAL	1,287.00
136067	2/21	IOD INCORPORATED	520-09-50101-161-000	2/12/14 W/C	253.10
			110-09-56405-161-000	1/31/14 W/C	46.57
			110-09-56405-161-000	2/4/14 W/C	31.47
				..... CHECK TOTAL	331.14

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
136068	2/21	HEALTHPORT	110-09-56405-161-000	2/1/14 W/C	69.17
			110-09-56405-161-000	2/8/14 W/C	20.00
				..... CHECK TOTAL	89.17
136069	2/21	HEALTH SYSTEMS INTERNATIONAL	110-09-56405-161-000	1/1-31/14 W/C	448.94
136070	2/21	AURORA ADVANCED HEALTHCARE	110-09-56405-161-000	2/6/14 W/C	45.85
136071	2/21	KENOSHA UNIFIED SCHOOL DIST.	110-00-21802-000-000	TAX SETTLEMENT-2ND	12,797,338.33
136072	2/21	KENOSHA COUNTY TREASURER	110-00-21801-000-000	TAX SETTLEMENT-2ND	5,572,731.25
			110-00-21809-000-000	TAX SETTLEMENT-2ND	200,140.17
				..... CHECK TOTAL	5,772,871.42
136073	2/21	GATEWAY TECHNICAL COLLEGE	110-00-21803-000-000	TAX SETTLEMENT-2ND	1,763,850.22
136074	2/21	BROWN, ANGEL	110-00-21111-000-000	TAX INTERCEPT	30.00
136075	2/21	FUSCO, CRYSTAL A	110-00-21111-000-000	TAX INTERCEPT	164.87
136076	2/21	GEORGE, JWAN	110-00-21111-000-000	TAX INTERCEPT	114.00
136077	2/21	FURLONI, SABRINA L	110-00-21111-000-000	TAX INTERCEPT	159.23
136078	2/21	CUNNINGHAM, SHATIVIA L	110-00-21111-000-000	TAX INTERCEPT	114.00
136079	2/21	BARKER, BREANNA	110-00-21111-000-000	TAX INTERCEPT	192.80
136080	2/21	SMITH, MATTHEW	110-00-45103-000-000	RESTITUTION PYMT	70.00
136081	2/21	TERPSTRA, JAMES	110-00-21111-000-000	TAX INTERCEPT	58.80
136082	2/21	MATNEY, ANDREW	110-00-21111-000-000	TAX INTERCEPT	76.00
136083	2/21	PIVOVAR, SANTA	110-00-21111-000-000	TAX INTERCEPT	129.80
136084	2/21	MARTINEZ-TORRES, VANESSA	110-00-21111-000-000	TAX INTERCEPT	114.00
136085	2/21	SHREVE, JASMINE	110-00-21111-000-000	TAX INTERCEPT	7.26

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
136086	2/21	SPENCE, CURTIS	110-00-21111-000-000	TAX INTERCEPT	100.00
136087	2/21	BOBEL, STEVEN	110-00-21106-000-000	2013 TAX REFUND	470.68
136088	2/21	HOUGH, DANIEL	110-00-21106-000-000	2013 TAX REFUND	10.05
136089	2/21	LIMANI, ISMAIL	110-00-21106-000-000	2013 TAX REFUND	826.36
136090	2/21	PENNYMAC LOAN SERVICES LLC	110-00-21106-000-000	2013 TAX REFUND	2,941.16
136091	2/21	RESURGENT CAPITAL SERVICES L	110-00-21106-000-000	2013 TAX REFUND	4,899.90
136092	2/21	PALMEN, EDNA	110-00-21106-000-000	2013 TAX REFUND	214.36
136093	2/21	RICHARDT, JOSHUA	110-00-21106-000-000	2013 TAX REFUND	80.25
136094	2/21	HALVERSON, LISA	110-00-21106-000-000	2013 TAX REFUND	7.10
136095	2/21	CJI LLC	110-00-21106-000-000	2013 TAX REFUND	817.09
136096	2/21	PEREZ, SANTOS	110-00-21106-000-000	2013 TAX REFUND	314.26
136097	2/21	GEHRING, DAVID & MICHELLE	110-00-21106-000-000	2013 TAX REFUND	120.53
136098	2/21	JONES, RYAN	110-00-21106-000-000	2013 TAX REFUND	394.93
136099	2/21	CORELOGIC, INC.	110-00-21106-000-000	2013 TAX REFUND	2,195.70
136100	2/21	VERASTEGUI, GILBERTO & MARIA	110-00-21106-000-000	2013 TAX REFUND	643.77
136101	2/21	OCHOA, ANDRES	110-00-21106-000-000	2013 TAX REFUND	116.18
136102	2/21	GREEN, GEORGE & CHERYL	110-00-21106-000-000	2013 TAX REFUND	202.50
136103	2/21	WOLLER, JEFFREY	110-00-21106-000-000	2013 TAX REFUND	237.76
136104	2/21	ALLEN, ROBERT & CATHERINE	110-00-21106-000-000	2013 TAX REFUND	102.67
136105	2/21	EWING, TOOD & KERRY	110-00-21106-000-000	2013 TAX REFUND	224.75

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
136106	2/21	DELCONTE, THERESA	110-00-21106-000-000	2013 TAX REFUND	7.55
136107	2/21	ARNESON, PATRICIA	110-00-21106-000-000	2013 TAX REFUND	138.98
136108	2/21	DEMARINO, LINDA	110-00-21106-000-000	2013 TAX REFUND	1,213.84
136109	2/21	ZIMMERMAN, CORY	110-00-21106-000-000	2013 TAX REFUND	214.47
136110	2/21	NATIONSTAR MORTGAGE LLC	110-00-21106-000-000	2013 TAX REFUND	900.90
136111	2/21	KRAUSE, MARTIN	110-00-21106-000-000	2013 TAX REFUND	266.04
136112	2/21	DEVEY, CHAD & SHAYNA	110-00-21106-000-000	2013 TAX REFUND	156.32
136113	2/21	VENCI, MATTHEW	110-00-21106-000-000	2013 TAX REFUND	106.30
136114	2/21	EATON, CHRITOPHER M.	110-00-21106-000-000	2013 TAX REFUND	103.92
136115	2/21	HAMMOND, KEVIN & BONNIE	110-00-21106-000-000	2013 TAX REFUND	16.48
136116	2/21	KOPROVIC, KELLY	110-00-21106-000-000	2013 TAX REFUND	197.04
136117	2/21	KRUEGER, KATHRYN	110-00-21107-000-000	LOTTERY CR. REFUND	132.21
136118	2/21	TIDD, NATHAN	110-00-21106-000-000	2013 TAX REFUND	7.88
136119	2/21	KASPUTIS, CHARLES & MARJORIE	110-00-21106-000-000	2013 TAX REFUND	500.00
136120	2/21	EDWARDS, LEE & CAROL WELKER	110-00-21106-000-000	2013 TAX REFUND	940.59
136121	2/21	WENBERG, JOHN	110-00-21106-000-000	2013 TAX REFUND	575.43
136122	2/21	HOPPER, JULIE	110-00-21106-000-000	2013 TAX REFUND	1.68
136123	2/21	STANCZAK, STEPHEN M.	110-01-51001-263-000	2014 WPELRA CONF	213.30
			110-01-51001-261-000	2014 WPELRA CONF	129.92
				..... CHECK TOTAL	343.22
136124	2/21	CARLSON, CARL E	709-09-50101-264-000	7/15-18 REG FEE CNF	345.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
136125	2/21	NEWHOUSE, ROBERT	110-01-51601-261-000	01/14 256 MILES	143.36
136126	2/21	MARTINEZ, ADAM	110-02-52103-263-000	2/7-8 WINNEBAGO	12.00
136127	2/26	RNOW, INC.	630-09-50101-393-000	01/14-SE PARTS/MATER	2,035.75
			630-09-50101-393-000	01/14-SE PARTS/MATER	335.61
			630-09-50101-393-000	01/14-SE MATERIALS	73.72
				..... CHECK TOTAL	2,445.08
136128	2/26	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	01/14-ST ELECTRICAL	52.20
136129	2/26	HWY C SERVICE	630-09-50101-393-000	01/14-SE SERVICE/PAR	285.59
			630-09-50101-393-000	02/14-SE SERVICE/PAR	133.72
			501-09-50106-344-000	02/14-PA SERVICE/PAR	8.47
				..... CHECK TOTAL	427.78
136130	2/26	INTERSTATE ELECTRIC SUPPLY	632-09-50101-246-000	02/14-SE ELECTRICAL	26.41
			110-05-55109-246-000	02/14-PA ELECTRICAL	16.55
				..... CHECK TOTAL	42.96
136131	2/26	KENOSHA COUNTY SHERIFF DEPT	110-02-52108-256-000	01/14 PRISONER MNT	528.00
136132	2/26	LABOR PAPER, THE	110-01-50101-321-000	01/14 CT READ ORDS	13.32
			110-01-51601-321-000	01/14 CD TID #16	10.12
				..... CHECK TOTAL	23.44
136133	2/26	UNITED HOSPITAL SYSTEMS INC	206-02-52205-318-000	01/14 DRUGS	194.75
			110-02-52101-219-000	LAB #14-007253	99.20
			110-02-52101-219-000	LAB #14-009437	49.60
				..... CHECK TOTAL	343.55
136134	2/26	MONROE TRUCK EQUIPMENT	630-09-50101-393-000	02/14 PARTS & MATERI	412.20
			630-09-50101-393-000	02/14 PARTS & MATERI	366.00
				..... CHECK TOTAL	778.20
136135	2/26	WELDCRAFT, INC.	630-09-50101-393-000	01/14 CE WELDING SER	118.71
136136	2/26	WILLKOMM INC., JERRY	521-09-50101-341-000	01/14 AR DIESEL FUEL	2,294.45
			521-09-50101-341-000	02/14 AR DIESEL FUEL	2,028.82
			521-09-50101-341-000	01/14 AR DIESEL FUEL	1,731.35
				..... CHECK TOTAL	6,054.62

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
136137	2/26	WIS DEPT OF REVENUE	110-00-21512-000-000	02/01-15/14 DEDUCTS	112,562.36
136138	2/26	OAKES & SON, INC., A. W.	402-11-51213-589-000	EST 5 THRU 2/07/14	34,329.81
			403-11-51102-588-000	EST 5 THRU 2/07/14	20.00
				..... CHECK TOTAL	34,349.81
136139	2/26	WISCONSIN FUEL & HEATING	630-09-50101-392-000	02/14 CE DIESEL FUEL	25,400.73
			501-09-50104-341-000	02/14 ST LUBRICANTS/	350.35
			110-05-55109-341-000	02/14 PA LUBRICANTS/	350.35
			110-03-53107-341-000	02/14 ST LUBRICANTS/	350.35
			630-09-50101-393-000	02/14 CE LUBRICANTS/	137.25
				..... CHECK TOTAL	26,589.03
136140	2/26	ZARNOTH BRUSH WORKS, INC.	501-09-50104-344-000	01/14-SW SWEEPER PAR	271.00
136141	2/26	DON'S AUTO PARTS	630-09-50101-393-000	02/14 SE PARTS & MAT	632.40
136142	2/26	KENOSHA WATER UTILITY	110-03-53107-131-250	2/8/14 SNOWPLOWING	228.70
			110-03-53107-131-250	2/8/14 SNOWPLOWING	174.30
				..... CHECK TOTAL	403.00
136143	2/26	BATTERIES PLUS LLC	206-02-52205-344-000	01/14 FD BATTERIES &	7.96
136144	2/26	MEDICAL COLLEGE OF WISCONSIN	206-02-52205-219-000	02/14 MED DIRECTOR	5,712.75
136145	2/26	WIS DEPT OF JUSTICE	110-01-51303-219-000	01/14 SERVICES	21.00
136146	2/26	OFFICEMAX	110-02-52201-311-000	02/14 FD #2766 OFFC	516.04
			110-01-51601-311-000	02/14 CD #2764 OFFC	224.29
			521-09-50101-311-000	02/14 AR #2762 OFFC	107.84
			110-03-53101-311-000	01/14 PW #2751 OFFC	92.14
			110-03-53103-311-000	02/14 ST #2763 OFFC	77.65
			110-01-51303-311-000	02/14 HR #2760 OFFC	69.80
			521-09-50101-311-000	02/14 AR #2762 OFFC	30.51
			110-01-51601-311-000	02/14 CD #2764 OFFC	21.59
				..... CHECK TOTAL	1,139.86
136147	2/26	REALWHEELS RWC, INC.	110-02-52203-344-000	BAND CLAMP	94.87
136148	2/26	INDUSTRIAL MARKETING	630-09-50101-393-000	01/14-SE SWEEPER PAR	1,968.00
			630-09-50101-393-000	02/14-SE SWEEPER PAR	89.15
				..... CHECK TOTAL	2,057.15

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
136149	2/26	NORTH AMERICAN SALT CO.	630-09-50101-393-000	ROAD SALT	31,172.71
			630-09-50101-393-000	ROAD SALT	15,665.68
				..... CHECK TOTAL	46,838.39
136150	2/26	XEROX CORPORATION	110-02-52201-232-000	12/21-1/21 SUPPLIES	35.25
136151	2/26	HOLLAND SUPPLY, INC.	630-09-50101-393-000	01/14-CE HYDRAULIC F	756.96
			630-09-50101-393-000	01/14-CE HYDRAULIC F	341.22
			630-09-50101-393-000	02/14-SE HYDRAULIC F	203.51
			630-09-50101-393-000	01/14-CE HYDRAULIC F	168.24
			630-09-50101-393-000	01/14-CE HYDRAULIC F	101.38
			630-09-50101-393-000	02/14-CE HYDRAULIC F	6.34
			630-09-50101-393-000	02/14-CE HYDRAULIC F	6.31
			630-09-50101-393-000	02/14-CE RETURN HYDR	61.06CR
				..... CHECK TOTAL	1,522.90
136152	2/26	INTERSPIRO	110-02-52203-235-000	02/14-FD SCBA PARTS	94.50
136153	2/26	NAPA AUTO PARTS CO.	630-09-50101-393-000	01/14-CE PARTS/FILTE	3,185.32
			520-09-50201-347-000	01/14-TD PARTS/FILTE	528.95
			110-03-53107-341-000	01/14-ST PARTS/FILTE	337.74
			110-02-52203-344-000	01/14-FD PARTS/FILTE	181.86
			206-02-52205-344-000	01/14-FD PARTS/FILTE	164.74
			521-09-50101-344-000	01/14-AR PARTS/FILTE	143.49
			110-03-53103-389-000	01/14-ST PARTS/FILTE	104.70
			110-05-55109-344-000	01/14-PA PARTS/FILTE	96.65
			501-09-50104-344-000	01/14-SW PARTS/FILTE	95.77
			521-09-50101-341-000	01/14-AR PARTS/FILTE	71.88
			110-03-53107-389-000	01/14-ST PARTS/FILTE	23.88
			520-09-50201-317-000	01/14-TD PARTS/FILTE	12.36
				..... CHECK TOTAL	4,947.34
136154	2/26	SERWE IMPLEMENT MUNICIPAL	630-09-50101-393-000	01/14-SE#2283 PARTS/	135.49
136155	2/26	MG TRUST COMPANY	761-09-50101-151-000	02/14 PIRO/RIMKUS	243.30
			761-00-21599-000-000	02/14 PIRO/RIMKUS	243.30
				..... CHECK TOTAL	486.60
136156	2/26	JAMES IMAGING SYSTEMS, INC.	110-01-50101-232-000	02/14 CT-COPIER MNT	539.82
			110-02-52101-232-000	02/14 PD-SERVICE AGR	227.69
			631-09-50101-232-000	02/14 PW-COPIER CHGS	162.40
			110-03-53101-232-000	02/14 PW-COPIER CHG	162.40
			501-09-50101-232-000	02/14 PW-COPIER CHGS	162.39
			110-01-50101-232-000	01/14 CT-OVERAGES	160.26
			110-01-51303-232-000	02/14 PE-SERVICE AGR	59.14
			110-01-51601-232-000	02/14 CD-COPIER MNT	50.22
			110-01-50301-232-000	02/14 LE-COPIER MNT	45.49
			520-09-50301-232-000	02/14 TD-SERVICE AGR	36.45
			110-01-50901-232-000	02/14 AS-COPIER MNT	22.74

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			501-09-50105-232-000	02/14 ST-COPIER SRV	22.45
			110-01-52001-232-000	02/14 MC-COPIER MNT	19.13
			110-01-50301-232-000	01/14 LE-OVERAGES	14.78
			110-01-51301-232-000	02/14 AD-SERVICE AGR	14.34
			521-09-50101-232-000	02/14 AR-COPIER MNT	14.04
			110-03-53103-232-000	02/14 ST-COPIER MNT	13.94
			501-09-50105-232-000	01/14 ST-OVERAGES	10.50
			110-01-51301-232-000	01/14 AD-OVERAGES	1.36
				..... CHECK TOTAL	1,739.54
136157	2/26	FIRST ADVANTAGE LNS	110-01-51303-219-000	01/14 SERVICES	24.95
136158	2/26	SCHREIBER ANDERSON ASSOC.	405-11-51301-589-000	01/14 SOUTHPORT TRL	250.00
136159	2/26	WASTE MANAGEMENT OF WI	110-03-53117-253-416	02/14 795.04 TONS	19,239.97
			110-03-53117-253-416	02/14 WDNR TONNAGE	10,335.52
			110-03-53117-253-416	02/14 FUEL SURCHARGE	1,759.37
			110-03-53117-253-417	02/14 5 CMPCT PULLS	869.00
			110-03-53117-253-417	02/14 29L98 TONS	725.52
			110-03-53117-253-417	02/14 WDNR TONNAGE	389.74
			110-03-53117-253-416	02/14 ENVIRO SURCHG	264.00
			110-03-53117-253-417	02/14 FUEL SURCHARGE	146.70
			110-03-53117-253-000	02/14 ENVIRO SURCHG	30.00
				..... CHECK TOTAL	33,759.82
136160	2/26	NICK'S ROOFING OF KENOSHA	463-11-50601-589-000	6801 26 AV-REHAB	400.00
			255-06-50476-259-000	#5657099 REHAB	100.00
				..... CHECK TOTAL	500.00
136161	2/26	NATIONAL ASSOCIATION OF	206-02-52205-323-000	2014 MEMBERSHIP RNWL	185.00
136162	2/26	STIPPICH, SELIN & CAIN, LLC	110-01-50101-219-000	01/14 SERVICE	605.00
136163	2/26	STERICYCLE, INC	611-09-50101-155-504	01/14 MAILBACK PRG	98.90
136164	2/26	MALSACK, J	110-09-56501-259-566	2/14 8040 SHERIDAN	230.85
			110-09-56501-259-566	2/14 804 75TH ST	218.02
			110-09-56501-259-566	2/14 1625 32ND AVE	218.02
			110-09-56501-259-566	2/14 2517 21ST ST	179.55
			110-09-56501-259-566	2/14 6628 23RD AVE	166.72
			110-09-56501-259-566	2/14 8020 SHERIDAN	163.30
			110-09-56501-259-566	2/14 4755 79TH ST	158.17
			110-09-56501-259-566	2/14 6424 40TH AVE	146.20
			110-09-56501-259-566	2/14 8017 SHERIDAN	132.52
			110-09-56501-259-566	2/14 8454 14TH ST	107.10
			110-09-56501-259-566	2/14 8035/8041 SHER	102.60
			110-09-56501-259-566	2/14 6212 49TH AVE	86.78
			110-09-56501-259-566	2/14 8057 SHERIDAN	70.11
			110-09-56501-259-566	2/14 5126 62ND ST	47.45

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-09-56501-259-566	2/14 6351 23RD AVE	44.46
			110-09-56501-259-566	2/14 7733 36TH AVE	42.75
			110-09-56501-259-566	2/14 7837 32ND AVE	42.75
			110-09-56501-259-566	2/14 6316 24TH AVE	38.47
			110-09-56501-259-566	2/14 7134 28TH AVE	38.47
			110-09-56501-259-566	2/14 6322 24TH AVE	31.63
			110-09-56501-259-566	2/14 6021 24TH AVE	22.23
			110-09-56501-259-566	2/14 3001 ROOSEVELT	19.66
				..... CHECK TOTAL	2,307.81
136165	2/26	BROOKHOUSE & HEMSING LAW	110-01-51303-212-000	PFC FILE #14-17	50.00
136166	2/26	REGISTER OF DEEDS	110-09-56501-259-000	RAZE ORD-4308 6 AVE	30.00
136167	2/26	REGISTER OF DEEDS	250-06-50559-259-000	#5660893 4036 14 AV	30.00
136168	2/26	MONROE TRUCK EQUIPMENT	405-11-51320-579-000	FLEET 2310 DUMP BODY	12,879.00
136169	2/26	DOR-LOTTERY CREDIT AUDIT DIV	110-00-21810-000-000	SPCL LOTTERY CHGS	9,459.20
136170	2/26	DOR-LOTTERY CREDIT AUDIT DIV	110-00-21810-000-000	SPCL LOTTERY CHGS	9,222.72
136171	2/26	KENOSHA COUNTY TREASURER	110-00-21810-000-000	SPCL LOTTERY CHGS	468.80
136172	2/26	KENOSHA COUNTY TREASURER	110-00-21810-000-000	SPCL LOTTERY CHGS	457.08
136173	2/26	FIFTY STATES DIST.	110-02-52203-259-000	01/14-LAUNDRY SERVIC	2,270.36
136174	2/26	FASTENAL COMPANY	501-09-50105-361-000	02/14 SW TOOLS/MATER	139.11
			110-03-53107-344-000	02/14 ST TOOLS/MATER	135.77
			630-09-50101-393-000	02/14 SE #2050 TOOLS	15.19
			630-09-50101-393-000	02/14 SE #2050 TOOLS	7.49
			630-09-50101-393-000	02/14 SE #2000 TOOLS	5.75
				..... CHECK TOTAL	303.31
136175	2/26	AMERICAN HYDRAULICS	630-09-50101-393-000	02/14 PARTS/SERVICES	1,600.00
136176	2/26	VAN METER & ASSOCIATES	110-02-52107-264-000	B HETLET 4/03/14	130.00
136177	2/26	FOTH INFRASTRUCTURE AND	405-11-51305-219-000	1/14 DREDGING FEASB	28,642.00
			405-11-51205-589-000	1/14 DREDGING FEASBL	3,803.00
				..... CHECK TOTAL	32,445.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
136178	2/26	NYBERG TROPHIES & AWARDS	724-00-21933-000-000	YOUTH COMM MEDALS	36.00
136179	2/26	SICALCO, LTD.	110-03-53107-352-000	01/14-CALCIUM CHLORI	2,391.92
136180	2/26	J EWENS DESIGN INC	520-09-50201-347-000	2/14 BUS 3501/3507	535.45
136181	2/26	WAUSAU EQUIPMENT CO.	630-09-50101-393-000	REPAIR PARTS	8,103.39
136182	2/26	WASTE MANAGEMENT	633-09-50101-253-000	02/14 LI-WKLY PICKUP	92.85
			110-01-51801-246-000	2/14 MB-PULL CHARGES	55.70
				..... CHECK TOTAL	148.55
136183	2/26	CENTURY FENCE COMPANY	402-11-51201-585-000	EST 3 THRU 5/20/13	3,194.30
136184	2/26	FORCE AMERICA	630-09-50101-393-000	01/14 SE PARTS/MATER	2,543.81
			630-09-50101-393-000	02/14 SE PARTS/MATER	505.68
				..... CHECK TOTAL	3,049.49
136185	2/26	MENARDS (KENOSHA)	110-03-53103-389-000	01/14-ST MERCHANDISE	316.46
			521-09-50101-344-000	01/14-AR MERCHANDISE	179.49
			110-02-52203-382-000	01/14-FD#5 MERCHANDI	122.86
			110-05-55109-246-000	01/14-PA MERCHANDISE	112.68
			110-03-53107-344-000	02/14-ST MERCHANDISE	87.57
			520-09-50201-249-000	02/14-TD MERCHANDISE	46.46
			110-05-55109-246-000	01/14-PA MERCHANDISE	24.83
			110-05-55109-389-000	01/14-PA MERCHANDISE	20.28
			110-02-52203-246-000	01/14-FD#4 MERCHANDI	11.56
			110-05-55109-382-000	01/14-PA MERCHANDISE	9.97
			110-05-55109-361-000	01/14-PA MERCHANDISE	3.94
			110-03-53107-344-000	01/14-ST MERCHANDISE	1.88
				..... CHECK TOTAL	937.98
136186	2/26	BELLE CITY FIRE EXTINGUISHER	110-02-52103-389-000	01/14 PD EXTINGUISHE	114.80
			110-02-52203-389-000	02/14 FD #3 EXTINGUI	79.00
				..... CHECK TOTAL	193.80
136187	2/26	AUTO GLASS SPECIALISTS, INC.	630-09-50101-393-000	02/14 SE #2477 GLASS	98.99
136188	2/26	GRAINGER	110-03-53107-344-000	02/14-ST PARTS/MATER	443.21
			110-01-51801-382-000	02/14-MB PARTS/MATER	88.84
				..... CHECK TOTAL	532.05

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
136189	2/26	NATIONAL ELEVATOR INSP SVS	521-09-50101-219-000	ROUTINE INSPECTION	150.00
136190	2/26	TIME WARNER CABLE	110-01-51102-233-000	2/19-3/18 STORES GAR	139.95
136191	2/26	WAAO	110-01-50901-264-000	3/03/14 QTRLY MTG	80.00
136192	2/26	LEXIS NEXIS DATA MGMT	110-02-52101-219-000	01/14 SEARCH/LOCATE	258.25
136193	2/26	WHOLESALE DIRECT INC	630-09-50101-393-000	01/14-CE PARTS/MATER	101.65
136194	2/26	HAPPENINGS MAGAZINE	222-09-50101-259-000	01/14-SNOW DAZE ADVE	207.00
136195	2/26	LAKESIDE OIL/WORLD FUEL	520-09-50106-341-000	02/14-TD DIESEL FUEL	24,972.50
136196	2/26	RIMKUS, JASON	761-09-50101-111-000	02/16-28/14 SERVICE	1,933.04
			761-00-21514-000-000	02/16-28/14 SERVICE	28.03CR
			761-00-21599-000-000	02/16-28/14 SERVICE	96.65CR
			761-00-21512-000-000	02/16-28/14 SERVICE	108.90CR
			761-00-21511-000-000	02/16-28/14 SERVICE	119.85CR
			761-00-21513-000-000	02/16-28/14 SERVICE	220.00CR
				..... CHECK TOTAL	1,359.61
136197	2/26	PIRO, RALPH	761-09-50101-111-000	02/16-28/14 SERVICE	916.45
			761-00-21514-000-000	02/16-28/14 SERVICE	13.29CR
			761-00-21599-000-000	02/16-28/14 SERVICE	25.00CR
			761-00-21512-000-000	02/16-28/14 SERVICE	40.70CR
			761-00-21511-000-000	02/16-28/14 SERVICE	56.82CR
			761-00-21513-000-000	02/16-28/14 SERVICE	76.00CR
				..... CHECK TOTAL	704.64
136198	2/26	SUTPHEN TOWERS, INC	110-02-52203-344-000	01/14-FD MISC PARTS	115.10
136199	2/26	KD PLUMBING	258-06-50510-259-000	#5653985 8057 SHER	277.50
136200	2/26	AURORA HEALTH CARE	110-02-52102-219-000	#13-043477 EXAM	248.00
136201	2/26	EXAM WORKS INC	110-01-51303-219-000	10/21/13 DARBY FFD	1,317.00
			110-01-51303-219-000	10/15/13 NO-SHOW	600.00
				..... CHECK TOTAL	1,917.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
136202	2/26	NUCPS REGISTRAR	110-02-52107-264-000	5/22/14 D MOLINARO	150.00
136203	2/26	KAISANI, ABDUL	110-00-44507-000-000	PROB CABARET LIC	125.00
136204	2/26	MEX-PAINTING	110-00-44502-000-000	AMUSEMENT DEV	240.00
			110-00-44509-000-000	AMUSEMENT/REC	175.00
			110-00-44507-000-000	PROB CABARET	125.00
			110-00-44203-000-000	CLASS B BEER	17.00
				..... CHECK TOTAL	557.00
136205	2/26	TURNER, ANTONIO L	110-00-44708-000-000	TAXI DRIVER	5.00
136206	2/26	WRIGHT, SANDRA	110-00-44302-000-000	PET FANCIER	35.00
136207	2/26	TEGEL, JAMIE L	110-00-44709-000-000	BARTENDER LIC	50.00
136208	2/26	BUCK, WAYDE B	521-09-50101-261-000	01/14 206 MILES	115.36
136209	2/26	HAGEN, MATTHEW S.	110-02-52102-263-000	10/28/13 CHICAGO	8.00
			110-02-52102-263-000	11/4/13 CHICAGO	8.00
				..... CHECK TOTAL	16.00
136210	2/26	HAMM, THOMAS R.	110-02-52103-341-000	2/6-7/14 FT MCCOY	25.48
136211	2/26	SOBBE, STACEY	110-02-52101-219-000	4 YEAR NOTARY	45.00
136212	2/26	BELLER, JAMES	110-02-52102-263-000	11/4/13 CHICAGO	8.00
			110-02-52102-263-000	10/28/13 CHICAGO	8.00
				..... CHECK TOTAL	16.00
136213	2/26	WASHINGTON, AL	110-01-50901-261-000	01/14 216 MILES	120.96
136214	2/26	CRUEY, EDWARD	110-01-50901-261-000	01/14 156 MILES	87.36
136215	2/26	THORNE, TODD A	110-02-52102-263-000	10/28/13 CHICAGO	8.00
136216	2/26	ALLES, RYAN W	110-02-52103-263-000	2/07-8 WINNEBAGO	12.00
136217	2/28	BINDELLI BROTHERS, INC	110-09-56501-259-569	02/13 2019 57TH ST	72.12

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
136218	2/28	NATIONAL RECREATION AND	110-05-55101-323-000	MEMBERSHIP-DURKEE	500.00
136219	2/28	JANTZ AUTO SALES INC	110-02-52203-259-000	TOW-AMBULANCE#R-44	75.00
136220	2/28	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	02/28/14 CITY SAL	39,173.38
			110-00-21562-000-000	02/28/14 CITY HRLY	10,174.80
			110-00-21562-000-000	02/28/14 WATER SAL	5,904.00
			110-00-21562-000-000	02/28/14 LIBRARY SAL	5,630.89
			110-00-21562-000-000	02/28/14 WATER HRLY	3,656.87
				..... CHECK TOTAL	64,539.94
136221	2/28	KENOSHA CITY EMPLOYEE'S	110-00-21553-000-000	02/28/14 CITY HRLY	108.30
			110-00-21553-000-000	02/28/14 WATER HRLY	51.30
			110-00-21553-000-000	02/28/14 MUSEUM HRLY	5.70
			110-00-21553-000-000	02/28/14 WATER SAL	2.85
				..... CHECK TOTAL	168.15
136222	2/28	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	02/28/14 CITY HRLY	10.00
			110-00-21541-000-000	02/28/14 MUSEUM HRLY	2.00
				..... CHECK TOTAL	12.00
136223	2/28	LABOR PAPER, THE	110-01-50101-321-000	01/14-CD VACATE LEGA	32.16
136224	2/28	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	1/12/14 W/C	1,145.98
			110-02-52101-219-000	LAB #14-017382	198.40
			110-02-52101-219-000	LAB #14-014341	49.60
				..... CHECK TOTAL	1,393.98
136225	2/28	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	02/28/14 CITY SAL	83,475.00
			110-00-21563-000-000	02/28/14 WATER SAL	25.00
				..... CHECK TOTAL	83,500.00
136226	2/28	LANDMARK TITLE CORPORATION	461-11-51301-581-000	ACQ - 4816 37TH AVE	60,504.00
			461-11-51401-581-000	ACQ - 4816 37TH AVE	21,037.59
			110-09-56501-259-000	02/14-RAZE 4308 6AVE	50.00
				..... CHECK TOTAL	81,591.59
136227	2/28	PALMEN BUICK	630-09-50101-393-000	01/14-CE PARTS/MATER	485.78
136228	2/28	WE ENERGIES	110-03-53109-221-000	#8 01/09-02/09	2,211.03
			110-03-53109-221-000	#8 01/08-02/06	971.92
			110-05-55109-221-000	#8 01/09-02/07	888.55
			110-05-55109-222-000	#8 01/08-02/06	647.93
			110-05-55102-221-000	#8 01/02-01/31	398.63
			110-03-53109-221-000	#8 01/06-02/04	387.00
			110-05-55109-221-000	#8 01/08-02/06	374.80
			524-05-50101-221-000	#8 01/08-02/06	330.13
			110-03-53103-221-000	#8 01/06-02/04	262.75
			524-05-50101-222-000	#8 01/09-02/06	253.79

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-03-53109-221-000	#8 01/02-02/02	228.21
			110-03-53109-221-000	#8 01/07-02/05	206.81
			110-05-55109-221-000	#8 01/09-02/09	184.36
			110-05-55102-221-000	#8 01/09-02/09	98.14
			110-05-55102-221-000	#8 01/08-02/06	94.71
			110-05-55108-221-000	#8 01/12-02/10	67.99
			110-05-55109-222-000	#8 01/09-02/09	65.61
			110-05-55109-221-000	#8 01/07-02/05	62.30
			110-05-55109-221-000	#8 01/12-02/10	35.92
			110-05-55109-221-000	#8 12/08-02/10	21.77
			110-05-55109-222-000	#8 12/08-02/10	19.84
			110-05-55102-221-000	#8 01/10-02/10	17.17
			110-05-55108-221-000	#8 01/08-02/06	9.00
			110-05-55103-222-000	#8 01/0-02/04	8.99
				..... CHECK TOTAL	7,847.35
136229	2/28	WE ENERGIES	217-06-51613-259-000	#5660473 UTILITIES	107.05
136230	2/28	WIS RETIREMENT SYSTEM	110-00-21625-000-000	02/28/14 PENSION	510,494.84
			110-00-21622-000-000	02/28/14 PENSION	216,187.13
			110-02-52203-153-000	02/28/14 PENSION	9,474.02
			110-00-21521-000-000	02/28/14 PENSION	4,630.00
			110-02-52103-153-000	02/28/14 PENSION	687.94
				..... CHECK TOTAL	741,473.93
136231	2/28	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	02/28/14 DEDUCTION	226.82
136232	2/28	LEITCH PRINTING CORP.	110-09-56402-219-000	MILLER BRIEF COPIES	117.44
136233	2/28	CRETEX MATERIALS INC	110-03-53107-351-000	02/14 CONCRETE SAND	1,017.58
			110-03-53107-351-000	01/14 CONCRETE SAND	388.52
				..... CHECK TOTAL	1,406.10
136234	2/28	KENOSHA WATER UTILITY	217-06-51613-259-000	#5660473 UTILITIES	31.68
136235	2/28	WEST GROUP	110-01-50301-322-000	01/14-LE SUBSCRIPTIO	412.69
136236	2/28	REAL ESTATE RESEARCH CORP	110-01-50901-322-000	ELECTRONIC SUBSCRIPT	395.00
136237	2/28	FABCO EQUIPMENT, INC.	630-09-50101-393-000	02/14 #2644 PARTS	32.04

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
136238	2/28	LARK UNIFORM, INC.	110-02-52103-367-000	02/14-PD#285 UNIFORM	231.80
			110-02-52103-367-000	02/14-PD#284 UNIFORM	18.45
				..... CHECK TOTAL	250.25
136239	2/28	TRAVELERS INSURANCE	206-02-52205-219-000	MED DIR INSURANCE	578.00
136240	2/28	CHASE BANK KENOSHA	110-00-21513-000-000	02/28/14 DEDUCTIONS	233,617.86
			110-00-21511-000-000	02/28/14 DEDUCTIONS	86,566.02
			110-00-21612-000-000	02/28/14 DEDUCTIONS	86,565.59
			110-00-21614-000-000	02/28/14 DEDUCTIONS	26,288.63
			110-00-21514-000-000	02/28/14 DEDUCTIONS	26,288.34
				..... CHECK TOTAL	459,326.44
136241	2/28	MILLER-BRADFORD & RISBERG	420-11-51401-579-000	LOADER	235,500.00
136242	2/28	DWD-UI	110-09-56308-157-000	01/14 UNEMPLOYMENT	29,130.98
			520-09-50101-157-000	01/14 UNEMPLOYMENT	3,030.48
			110-00-15601-000-000	01/14 UNEMPLOYMENT	1,039.08
			110-00-15201-000-000	01/14 UNEMPLOYMENT	542.00
				..... CHECK TOTAL	33,742.54
136243	2/28	CITIES & VILLAGES MUTUAL INS	110-09-56405-219-000	2014 1ST QTR ADMIN	6,000.00
136244	2/28	OFFICEMAX	110-02-52201-311-000	01/14 FD #2758 OFFC	59.99
136245	2/28	FIREFIGHTERS ASSOC/KENOSHA	110-00-21515-000-000	02/28/14-SAL DEDUCTS	4,030.00
136246	2/28	FIREFIGHTERS LOCAL 414	110-00-21554-000-000	02/28/14-SAL DEDUCTS	10,107.50
136247	2/28	NORTH AMERICAN SALT CO.	630-09-50101-393-000	02/14-ROAD SALT	27,731.86
			630-09-50101-393-000	02/14-ROAD SALT	9,416.04
			630-09-50101-393-000	02/14-ROAD SALT	4,809.09
				..... CHECK TOTAL	41,956.99
136248	2/28	HOLLAND SUPPLY, INC.	630-09-50101-393-000	01/14 CE-HYDRAULIC F	1,904.00
136249	2/28	KPSOA	110-00-21552-000-000	02/28/14-SAL DEDUCTS	800.00
136250	2/28	KENOSHA PROFESSIONAL POLICE	110-00-21557-000-000	02/28/14-SAL DEDUCTS	9,039.60

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
136251	2/28	EMS MEDICAL BILLING ASSOC.	206-02-52205-219-000	12/13 BILLING FEE	11,815.16
			206-02-52205-219-000	12/13 AMERICOLLECT	728.69
			206-02-52205-219-000	12/13 CMC	719.20
			110-00-46209-999-000	12/13 SERVICES	423.81
			110-00-46209-999-000	12/13 AMERICOLLECT	92.22
				..... CHECK TOTAL	13,779.08
136252	2/28	IMAGE TREND, INC.	110-02-52203-219-000	SOFTWARE UPGRADE	3,100.00
136253	2/28	INTERSPIRO	110-02-52203-235-000	02/14 SCBA PARTS	255.00
			110-02-52203-235-000	02/14 SCBA PARTS	42.19
				..... CHECK TOTAL	297.19
136254	2/28	PITNEY BOWES	110-01-51306-282-000	02/14-MACHINE LEASE/	386.00
136255	2/28	SOUTHPORT HEATING & COOLING	633-09-50101-241-000	01/14-PREVENTATIVE M	350.00
136256	2/28	MESSERLI & KRAMER P.A.	110-00-21581-000-000	02/28/14 DEDUCTION	553.62
			110-00-21581-000-000	02/28/14 DEDUCTION	163.78
				..... CHECK TOTAL	717.40
136257	2/28	DELTA FOREMOST CHEMICAL	110-05-55109-353-000	WEED ZAPPER	5,026.22
136258	2/28	GUTTORMSEN, HARTLEY,	110-01-50301-219-000	01/14-SERVICES	191.00
136259	2/28	PACE ANALYTICAL	405-00-46907-713-000	12/18/13-LAB FEE	2,546.60
136260	2/28	INTAB INC	110-01-51901-311-000	2/14 ELECTION SUPPL	739.88
136261	2/28	ECO/SAFE PLUS, LLC	520-09-50201-382-000	2/14 TD-MAINT/SUPPL	454.50
136262	2/28	LEE PLUMBING, INC.	110-01-51801-241-000	01/14-MB PLUMBING SE	1,096.57
			521-09-50101-241-000	02/14-AR HVAC, PLUMB	184.00
			501-09-50105-241-000	02/14-SW HVAC, PLUMB	174.00
			110-03-53103-241-000	02/14-ST HVAC, PLUMB	174.00
			110-05-55109-241-000	02/14-PA HVAC, PLUMB	143.00
			110-02-52203-344-000	01/14-FD#4 PLUMBING	127.50
				..... CHECK TOTAL	1,899.07
136263	2/28	MAKSEN, DICK	524-05-50101-219-000	GOLF COURSE WEBSITE	120.44

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
136264	2/28	CINTAS CORP.	110-02-52101-219-000	02/14-PD PURGE SVC	27.50
136265	2/28	HUMANA CLAIMS	611-09-50101-155-527	02/21/14 MED CLAIMS	60,195.86
			611-09-50101-155-527	02/26/14 MED CLAIMS	53,590.26
			611-09-50101-155-527	01/14 SUBRGTN FEES	11,880.00
			611-09-50101-155-527	02/26/14 PHARMACY	11,771.56
			611-09-50101-155-527	02/24/14 PHARMACY	10,572.55
			611-09-50101-155-527	02/21/14 PHARMACY	8,950.05
			611-09-50101-155-527	02/24/14 MED CLAIMS	4,351.70
			611-09-50101-155-527	01/14 PR YR STOP LS	3,547.05
			611-09-50101-155-527	01/14 BEST DOCTORS	1,646.40
			611-09-50101-155-527	01/14 ADM PR RX	1,190.00
			611-09-50101-155-527	01/14 SHARED SAVING	376.27
			611-09-50101-155-527	01/14 VOIDS	80.10CR
			611-09-50101-155-527	01/14 FNCL RECOVERY	64,307.45CR
				..... CHECK TOTAL	103,684.15
136266	2/28	PIONEER COMMERICAL CLEANING	110-01-51801-243-000	02/14-MB JANITORIAL	3,735.00
136267	2/28	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	02/28/14 DEDUCTION	34.28
136268	2/28	ARTHUR J GALLAGHER & CO, INS	110-09-56401-279-000	14 VOL. PREMIUM	3,850.00
136269	2/28	MALSACK, J	110-09-56501-259-566	2/14 4404 52ND ST	1,158.52
			110-09-56501-259-566	2/14 2506 50TH ST	169.29
			110-09-56501-259-566	2/14 5102 23RD AVE	161.68
			110-09-56501-259-566	2/14 1833 53RD ST	159.88
			110-09-56501-259-566	2/14 3800 19TH AVE	159.03
			110-09-56501-259-566	2/14 5002 25TH AVE	156.46
			110-09-56501-259-566	2/14 7703 39TH AVE	153.90
			110-09-56501-259-566	2/14 1925 52ND ST	141.93
			110-09-56501-259-566	2/14 902 42ND ST	139.36
			110-09-56501-259-566	2/14 6041 25TH AVE	123.12
			110-09-56501-259-566	2/14 5503 23RD AVE	117.13
			217-06-51614-259-000	#5659207 SNOW	100.00
			217-06-51605-259-000	#5659207 SNOW	100.00
			217-06-51603-259-000	#5659207 SNOW	100.00
			217-06-51602-259-000	#5659207 SNOW	100.00
			110-09-56501-259-566	2/14 6400 24TH AVE	91.48
			110-09-56501-259-566	2/14 4117 28TH AVE	68.40
			110-09-56501-259-566	2/14 2308 ROOSEVELT	48.31
			110-09-56501-259-566	2/14 6035 25TH AVE	42.75
			110-09-56501-259-566	2/14 5107 24TH AVE	42.75
			110-09-56501-259-566	2/14 2300 ROOSEVELT	41.04
			110-09-56501-259-566	2/14 5422 40TH AVE	40.61
			110-09-56501-259-566	2/14 6033 25TH AVE	40.18
			110-09-56501-259-566	2/14 2312 ROOSEVELT	38.47
			110-09-56501-259-566	2/14 2414 61ST ST	38.05
			110-09-56501-259-566	2/14 4131 22ND AVE	37.62

START DATE FOR SUMMARY: 2/16 END DATE FOR SUMMARY: 2/28

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-09-56501-259-566	2/14 5817 23RD AVE	35.91
			110-09-56501-259-566	2/14 5536 33RD AVE	35.91
			110-09-56501-259-566	2/14 4907 33RD AVE	35.05
			110-09-56501-259-566	2/14 1010 40TH ST	34.20
			110-09-56501-259-566	2/14 6317 24TH AVE	31.21
			110-09-56501-259-566	2/14 5507 23RD AVE	30.78
			110-09-56501-259-566	2/14 4712 23RD AVE	28.21
				..... CHECK TOTAL	3,801.23
136270	2/28	CRIVELLO-CARLSON	110-09-56402-219-000	R JOHNSON 11/7/12	1,227.00
136271	2/28	WISCONSIN COUNCIL 40	110-00-21553-000-000	02/28/14 CITY HRLY	1,221.70
			110-00-21553-000-000	02/28/14 WATER HRLY	578.70
			110-00-21553-000-000	02/28/14 MUSEUM HRLY	64.30
			110-00-21553-000-000	02/28/14 WATER SAL	32.15
				..... CHECK TOTAL	1,896.85
136272	2/28	INSTY-PRINTS	110-02-52103-311-000	02/14 PD-ANNL REPRT	49.50
136273	2/28	PELION BENEFITS, INC.	110-00-21517-000-000	02/16-28/14 DEDUCTS	2,255.36
136274	2/28	JOHNSON BANK	110-00-21532-000-000	02/28/14 CITY SAL	24,949.43
			110-00-21532-000-000	02/28/14 WATER SAL	3,472.41
			110-00-21532-000-000	02/28/14 LIBRARY SAL	1,315.00
			110-00-21532-000-000	02/28/14 CITY HRLY	1,195.00
			110-00-21532-000-000	02/28/14 WATER HRLY	454.62
				..... CHECK TOTAL	31,386.46
136275	2/28	ALIA, DUMEZ, DUNN & MCTERNAN	110-09-56402-219-000	MILLER DOL 10/25/03	6,545.00
			110-09-56402-219-000	CHILLUS DOL 9/9/10	1,079.66
			110-09-56402-219-000	WILLIAMS 6/30/11	758.13
			110-09-56402-219-000	BEAL DOL 3/05/08	99.00
				..... CHECK TOTAL	8,481.79
136276	2/28	AMA INSURANCE	206-00-13107-000-000	5/18/13 H FRESE	72.28
136277	2/28	HUMANA SPECIALTY BENEFITS	110-00-21538-000-000	2/14 DEDUCTIONS	1,686.43
136278	2/28	CARQUEST AUTO PARTS	520-09-50201-347-000	02/14 TD-PARTS/MTRL	350.18
			520-09-50201-347-000	01/14 TD-PARTS/MTRL	350.18
			520-09-50201-347-000	01/14 TD-PARTS/MTRL	189.18
			520-09-50201-347-000	01/14 TD-PARTS/MTRL	7.68
			520-09-50201-347-000	01/14 TD-PARTS/MTRL	2.75
			520-09-50201-347-000	12/13 TD-CORE RETRN	10.00CR
			520-09-50201-347-000	10/13 TD-CORE RETRN	10.00CR
			520-09-50201-347-000	01/14 TD-CORE RETRN	10.00CR
				..... CHECK TOTAL	869.97

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
136279	2/28	GOVERNMENT FINANCE OFFICERS	110-01-51101-322-000	PREP QUAL BUDGT DOC	45.00
136280	2/28	HUCKSTORF DIESEL INC.	630-09-50101-393-000	02/14 PARTS/MATERLS	549.17
			630-09-50101-393-000	02/14 PARTS/MATERLS	22.69
				..... CHECK TOTAL	571.86
136281	2/28	CHAPTER 13 TRUSTEE	110-00-21581-000-000	02/28/14 DEDUCTION	743.00
			110-00-21581-000-000	02/28/14 DEDUCTION	419.00
			110-00-21581-000-000	02/28/14 DEDUCTION	400.00
			110-00-21581-000-000	02/28/14 DEDUCTION	104.00
			110-00-21581-000-000	02/28/14 DEDUCTION	87.00
			110-00-21581-000-000	02/28/14 DEDUCTION	45.00
				..... CHECK TOTAL	1,798.00
136282	2/28	WISCONSIN CHIEFS OF POLICE	110-02-52101-323-000	2014-J MORRISSEY	100.00
136283	2/28	WAUSAU EQUIPMENT CO.	630-09-50101-393-000	02/14-SE PARTS/MATER	2,340.40
			630-09-50101-393-000	02/14-SE PARTS/MATER	825.43
			630-09-50101-393-000	02/14-SE PARTS/MATER	491.48
			630-09-50101-393-000	01/14-SE PARTS/MATER	247.85
			630-09-50101-393-000	02/14-SE CREDIT PART	1,170.00CR
				..... CHECK TOTAL	2,735.16
136284	2/28	OLIVER ADJUSTMENT COMPANY	110-00-21581-000-000	02/28/14 DEDUCTION	469.50
136285	2/28	ALL SAVERS INSURANCE	206-00-13107-000-000	7/1/13 SCHLENKER	170.00
136286	2/28	GEMPLER'S, INC	110-05-55108-368-000	WIRE TIES	954.00
			110-05-55109-361-000	PICK UP TOOLS	284.00
			110-05-55109-361-000	SAFETY GLASSES	121.60
			110-05-55109-361-000	SAFETY GLASSES	108.80
			110-05-55108-368-000	TWISTING TOOL	71.80
			110-05-55109-344-000	WASHER FLUID	31.20
				..... CHECK TOTAL	1,571.40
136287	2/28	STATE BAR OF WISCONSIN	110-01-50301-264-000	GENTHNER GOLD PASS	1,099.00
136288	2/28	PLANNED PARENTHOOD OF WIS	110-02-52102-219-000	MED REC 13-155449	37.00
136289	2/28	KASDORF, LEWIS & SWIETLIK	110-09-56405-212-000	2/15/14 W/C	17.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
136290	2/28	WIS SCTF	110-00-21581-000-000	02/28/14 SAL DEDUCT	9,929.82
			110-00-21581-000-000	02/28/14 HRLY DEDCT	563.05
				..... CHECK TOTAL	10,492.87
136291	2/28	CHASE BANK-DTC	399-00-22201-000-000	3/1/14 PRINCIPAL	2,700,000.00
			304-00-22201-000-000	3/01/14 INTEREST	383,000.00
			309-00-22201-000-000	3/1/14 PRINCIPAL	300,000.00
			311-00-22201-000-000	3/01/14 INTEREST	191,712.50
			313-00-22201-000-000	3/01/14 INTEREST	162,606.25
			399-00-22201-000-000	3/01/14 INTEREST	90,275.00
			309-00-22201-000-000	3/01/14 INTEREST	8,550.00
				..... CHECK TOTAL	3,836,143.75
136292	2/28	ALL KOOL RADIATOR REPAIR	520-09-50201-344-000	01/14 TD-RADIATOR SE	1,620.00
			520-09-50201-344-000	01/14 TD-RADIATOR SE	658.75
			630-09-50101-393-000	01/14 #2993 RADIATR	255.00
				..... CHECK TOTAL	2,533.75
136293	2/28	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	02/28/14 DEDUCTION	278.00
			110-00-21581-000-000	02/28/14 DEDUCTION	128.40
				..... CHECK TOTAL	406.40
136294	2/28	BRICKLINE, INC.	402-11-51308-589-000	FINAL THRU 11/14/13	1,425.00
136295	2/28	LOCAL GOVERNMENT PROPERTY	110-00-21109-000-000	2014 POLICY ENDORSE	265,604.00
136296	2/28	ROCKFORD IND. WELDING	632-09-50101-389-000	02/14-SE SUPPLIES/RE	153.48
			110-03-53103-389-000	02/14-ST SUPPLIES/RE	15.14
				..... CHECK TOTAL	168.62
136297	2/28	TIME WARNER CABLE	110-01-51102-233-000	2/17-3/16-MB - RR	355.00
136298	2/28	GATEWAY TECH COLLEGE	245-09-50101-264-000	REG 17 POLICE OFFCRS	1,382.44
			245-09-50101-264-000	REG 13 POLICE OFFCRS	1,057.16
			245-09-50101-264-000	12 REG 9/24-26/13	975.84
				..... CHECK TOTAL	3,415.44
136299	2/28	MILWAUKEE SPRING AND	630-09-50101-393-000	02/14-SE#2050 PARTS/	2,665.25
136300	2/28	RIMKUS, JASON	760-09-50101-369-000	TV MONITOR	137.27

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
136301	2/28	FLANNERY FIRE PROTECTION INC	501-09-50105-246-000	02/14 SW-INSPECTION	264.50
			110-03-53103-246-000	02/14 ST-INSPECTN	264.50
				..... CHECK TOTAL	529.00
136302	2/28	AIRGAS NORTH CENTRAL	632-09-50101-389-000	01/14 SE-INDSTL GAS	197.77
			206-02-52205-389-000	02/14 FD-OXYGEN CYL	115.61
			206-02-52205-389-000	01/14 FD-OXYGEN CYL	101.56
			206-02-52205-389-000	02/14 FD-OXYGEN CYL	80.29
			110-05-55109-235-000	01/14 PA-INDSTL GAS	68.83
			206-02-52205-389-000	01/14 FD-OXYGEN CYL	30.74
			206-02-52205-389-000	01/14 FD-OXYGEN CYL	30.74
			206-02-52205-389-000	01/14 FD-OXYGEN CYL	27.08
			521-09-50101-344-000	01/14 AR-INDSTL GAS	18.05
			206-02-52205-344-000	01/14 FD-OXYGEN CYL	16.35
			110-02-52203-344-000	01/14 FD-OXYGEN CYL	5.24
				..... CHECK TOTAL	692.26
136303	2/28	GANDER MOUNTAIN	110-02-52103-365-000	02/14 SUPPL/EQUIPMT	14.99
136304	2/28	RED THE UNIFORM TAILOR	110-02-52103-367-000	02/14 PD-UNIFORMS	117.90
			110-02-52103-367-000	02/14 PD-UNIFORMS	113.90
			110-02-52103-367-000	02/14 PD-UNIFORMS	51.75
				..... CHECK TOTAL	283.55
136305	2/28	UW - WHITEWATER	110-02-52107-264-000	REG FEE-J LABATORE	200.00
136306	2/28	UNITED HEALTHCARE INSURANCE	110-00-21534-000-000	03/14 DEDUCTS	1,392.99
136307	2/28	KD PLUMBING	258-06-50510-259-000	#5660266 REHAB	925.00
			258-06-50510-259-000	#5660266 REHAB	398.09
				..... CHECK TOTAL	1,323.09
136308	2/28	IOD INCORPORATED	520-09-50101-161-000	1/17/14 W/C	19.87
136309	2/28	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	1/12/14 W/C	431.80
			110-09-56405-161-000	1/12/14 W/C	321.00
				..... CHECK TOTAL	752.80
136310	2/28	AURORA HEALTH CARE	110-09-56405-161-000	12/8/13 W/C	1,700.64
			110-09-56405-161-000	12/8/13 W/C	674.26
			110-09-56405-161-000	12/8/13 W/C	279.65
			110-09-56405-161-000	1/14/14 W/C	273.06
			110-09-56405-161-000	12/8/13 W/C	269.45
			110-09-56405-161-000	1/16/14 W/C	170.85
			110-09-56405-161-000	12/8/13 W/C	54.40
			110-09-56405-161-000	1/14/14 W/C	40.80
				..... CHECK TOTAL	3,463.11

START DATE FOR SUMMARY: 2/16 END DATE FOR SUMMARY: 2/28

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
136311	2/28	KENOSHA FAMILY PRACTICE	110-09-56405-161-000	1/22/14 W/C	91.30
			110-09-56405-161-000	1/14/14 W/C	91.30
				..... CHECK TOTAL	182.60
136312	2/28	AURORA VISION CENTER	520-09-50101-161-000	2/18/14 W/C	618.00
136313	2/28	LGIP MUSEUM	110-00-21805-000-000	02/28/14 WIRE TRANS	133,000.00
136314	2/28	22ND AVE MOBIL, INC	110-00-44715-000-000	2ND HAND DEALER LIC	2.50
136315	2/28	KAISANI, ABDUL	110-00-44507-000-000	CABARET LICENSE	125.00
136316	2/28	SINGH, SUKHDEV	110-00-44709-000-000	BARTENDER LICENSE	50.00
136317	2/28	GENDELL PARTNERS KENOSHA LLC	501-00-13114-000-000	SWU #33905/33906	38.35
136318	2/28	WUEBBEN, CHERYL	501-00-13114-000-000	SWU #18370	12.24
136319	2/28	CARLINO, PATRICIA	110-09-56404-719-000	PERS INJ 6/07/13	2,500.00
136320	2/28	JUAREZ, HOMERO	206-00-13107-000-000	8/24/13 TRANSPORT	25.00
136321	2/28	MANTOOTH, ROBERT	110-00-21111-000-000	COURT PMT #R010704	19.00
136322	2/28	MISCH, TIMOTHY & JODY	110-00-21106-000-000	2013 TAX REFUND	3.88
136323	2/28	GARDELLA, RICHARD & RENEE	110-00-21106-000-000	2013 TAX REFUND	119.71
136324	2/28	ROSKRES, PAUL	110-00-21106-000-000	2013 TAX REFUND	213.93
136325	2/28	CADDOCK, CHRISTOPHER	110-00-21106-000-000	2013 TAX REFUND	202.12
136326	2/28	FOX, LEROY & LISA	110-00-21106-000-000	2013 TAX REFUND	35.14
136327	2/28	KLASS, WILLIAM	110-00-21106-000-000	2013 TAX REFUND	217.92
136328	2/28	HOLCOMB, CHRISTINA	110-00-21106-000-000	2013 TAX REFUND	1,203.33
136329	2/28	QUESENBERRY, ADAM	110-00-21106-000-000	2013 TAX REFUND	656.96

START DATE FOR SUMMARY: 2/16 END DATE FOR SUMMARY: 2/28

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
136330	2/28	GERVAIS, DANNY	110-00-21106-000-000	2013 TAX REFUND	2.16
136331	2/28	YI, MUN & MYUNG	110-00-21106-000-000	2013 TAX REFUND	30.00
136332	2/28	MEYER, NATHAN	110-00-21106-000-000	2013 TAX REFUND	14.57
136333	2/28	ACETO, PETER & ELIZABETH	110-00-21106-000-000	2013 TAX REFUND	23.11
136334	2/28	ENGLE, KIMBERLY	110-00-21106-000-000	2013 TAX REFUND	7.08
136335	2/28	FINKLER, LARRY & JENNIFER	110-00-21106-000-000	2013 TAX REFUND	52.60
136336	2/28	FINKLER, LAWRENCE & JENNIFER	110-00-21106-000-000	2013 TAX REFUND	575.26
136337	2/28	FINKLER, LAWRENCE & JENNIFER	110-00-21106-000-000	2013 TAX REFUND	443.40
136338	2/28	LANDMARK TITLE CORP	110-00-21106-000-000	2013 TAX REFUND	81.09
136339	2/28	LANDMARK TITLE CORP	110-00-21106-000-000	2013 TAX REFUND	42.84
136340	2/28	BROUGHMAN, STEVE & LORI	110-00-21106-000-000	2013 TAX REFUND	343.02
136341	2/28	NOVA TITLE & CLOSING SERVICE	110-00-21106-000-000	2013 TAX REFUND	36.36
136342	2/28	DANDEBOYINA, NAGARAJ	110-00-21106-000-000	2013 TAX REFUND	776.96
136343	2/28	HUCK, TINA	110-00-21106-000-000	2013 TAX REFUND	332.32
136344	2/28	WISCONSIN HOUSING & ECONOMIC	110-00-21106-000-000	2013 TAX REFUND	3,678.33
136345	2/28	LOS CORRALES ENTERPRISE	110-00-21106-000-000	2013 TAX REFUND	177.00
136346	2/28	MILLER PROPERTIES	110-00-21106-000-000	2013 TAX REFUND	132.21
136347	2/28	DUFFY, KENNETH T.	110-02-52102-263-000	2/6/14-WAUPAN	8.00
			110-02-52102-263-000	1/16/14 MADISON	8.00
				..... CHECK TOTAL	16.00
136348	2/28	MAY, DAVID	110-02-52102-263-000	01/16/14-MADISON	8.00

START DATE FOR SUMMARY: 2/16 END DATE FOR SUMMARY: 2/28

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
136349	2/28	SALAS, DEBRA	110-01-51901-263-000	ELECTION SUPPLIES	34.52
			110-01-51901-311-000	ELECTION SUPPLIES	10.54
				..... CHECK TOTAL	45.06
136350	2/28	ALBRECHT, TREVOR	110-02-52107-263-000	1/4-2/14-HUNTSVILLE	1,050.00
			110-02-52102-341-000	1/4-2/14-HUNTSVILLE	279.43
				..... CHECK TOTAL	1,329.43
136351	2/28	JORDAN, WILLIAM	520-09-50101-367-000	2014 UNIFORM ALLOW	37.00
136352	2/28	BAKER, ELIZABETH	110-01-50901-261-000	01/14 299 MILES	167.44
136353	2/28	DULANEY, JOHN	110-03-53103-261-000	MIDWEST	23.40

GRAND TOTAL FOR PERIOD ********** 28,005,407.19

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 03/01/14 through 03/15/14 and have approved the disbursements as follows:

1. Checks numbered from 136354 through 136700 as shown on attached listing consisting of:

a. Debt Service	-0-
b. Investments	-0-
c. All Other Disbursements	5,281,412.73
SUBTOTAL	5,281,412.73

PLUS:

2. City of Kenosha Payroll Wire Transfers from the same period:	1,194,441.53
TOTAL DISBURSEMENTS APPROVED	6,475,854.26

Daniel Prozanski Jr.	David Bogdala
Tod Ohnstad	Rocco LaMacchia Sr.
Keith Rosenberg	Curt Wilson

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,

Paul L. Stancato

Director of Finance

(disbursementsblank.share.fin)

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: 03/24/14

Prepared By: MKS

Reviewed By:

START DATE FOR SUMMARY: 3/01 END DATE FOR SUMMARY: 3/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
136354	3/05	BINDELLI BROTHERS, INC	110-09-56501-259-569	02/14 1508 27TH ST	341.15
			110-09-56501-259-569	02/14 2113 52ND ST	157.00
			110-09-56501-259-569	02/14 2111 52ND ST	101.30
				..... CHECK TOTAL	599.45
136355	3/05	HOTSY CLEANING SYSTEMS INC	110-02-52203-361-000	HIGH PRESSURE WASHER	4,099.00
136356	3/05	RNOW, INC.	630-09-50101-393-000	02/14-SE PARTS/MATER	475.09
			630-09-50101-393-000	02/14-SE PARTS/MATER	55.51
				..... CHECK TOTAL	530.60
136357	3/05	CHESTER ELECTRONICS SUPPLY	110-01-51901-311-000	02/14 CT-PARTS/MTRLS	24.00
136358	3/05	CLERK OF CIRCUIT COURT	110-01-50301-219-000	JUDGEMENT 13CV1434	5.00
136359	3/05	ALPHA TERRA SCIENCE, INC	420-11-50706-589-000	01/14 ADD'L ACTIVIT	550.00
136360	3/05	HWY C SERVICE	630-09-50101-393-000	OIL	883.00
136361	3/05	ICMA RETIREMENT TRUST	110-00-21572-000-000	02/16-28/14 CONTRIBS	46,629.13
			110-00-21599-000-000	02/16-28/14 CONTRIBS	7,130.16
				..... CHECK TOTAL	53,759.29
136362	3/05	KENOSHA JOINT SERVICES	110-02-52111-251-000	03/14 JOINT SERVICES	222,155.07
			110-02-52202-251-000	03/14 JOINT SERVICES	55,538.77
				..... CHECK TOTAL	277,693.84
136363	3/05	AMERICAN PLANNING ASSOC	110-01-51601-323-000	R SCHROEDER MBERSHP	330.00
			110-01-51601-323-000	B WILKE MEMBERSHIP	280.00
				..... CHECK TOTAL	610.00
136364	3/05	SHOPKO	110-02-52103-365-000	02/14-PD MERCHANDISE	19.96
			110-02-52103-311-000	02/14-PD MERCHANDISE	15.98
				..... CHECK TOTAL	35.94
136365	3/05	WE ENERGIES	110-03-53109-221-000	#9 01/19-02/17	2,973.44
			110-02-52203-221-000	#9 01/14-02/11	1,810.55
			110-03-53109-221-000	#9 01/16-02/16	1,589.98
			110-02-52203-222-000	#9 01/13-02/11	1,200.99
			110-03-53109-221-000	#9 01/14-02/12	1,048.32
			110-03-53109-221-000	#9 01/17-02/17	905.52
			110-03-53109-221-000	#9 01/12-02/10	770.52
			110-03-53109-221-000	#9 12/17-01/21	693.49
			110-01-51802-222-000	#9 912 35TH PEPSI	672.24
			110-02-52203-222-000	#9 01/14-02/12	468.44
			110-05-55109-221-000	#9 01/19-02/17	441.59
			110-05-55109-221-000	#9 01/13-02/11	338.08
			110-03-53103-221-000	#9 01/13-02/11	332.13

START DATE FOR SUMMARY: 3/01 END DATE FOR SUMMARY: 3/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-03-53109-221-000	#9 01/16-02/18	261.37
			110-05-55109-222-000	#9 01/13-02/11	182.58
			110-05-55109-221-000	#9 01/16-02/16	157.09
			110-05-55102-221-000	#9 01/16-02/14	152.53
			110-03-53109-221-000	#9 01/13-02/11	149.08
			110-05-55109-221-000	#9 01/14-02/12	95.68
			110-05-55109-221-000	#9 01/16-02/14	53.38
			110-03-53109-221-000	#9 01/20-02/18	51.38
			632-09-50101-221-000	#9 01/16-02/17	41.45
			110-05-55109-221-000	#9 01/20-02/18	38.91
			110-05-55102-221-000	#9 01/15-02/13	30.64
			519-09-50106-221-000	#9 01/13-02/211	30.50
			110-05-55109-221-000	#9 01/12-02/10	18.74
			110-05-55109-221-000	#9 01/15-02/13	18.37
			110-05-55109-222-000	#9 01/15-02/13	8.99
				..... CHECK TOTAL	14,535.98
136366	3/05	THELEN SAND & GRAVEL	110-03-53107-351-000	01/14-ST AGGREGATE M	315.17
136367	3/05	WEST GROUP	110-01-50301-322-000	02/14-LE SUBSCRIPTIO	256.99
136368	3/05	WISCONSIN FUEL & HEATING	630-09-50101-392-000	02/14-CE DIESEL FUEL	25,996.35
			110-03-53103-341-000	02/14-ST LUBRICANTS/	535.90
			110-03-53107-341-000	02/14-ST LUBRICANTS/	270.00
				..... CHECK TOTAL	26,802.25
136369	3/05	URBAN LAND INSTITUTE-ULI	110-01-51601-323-000	DUES-J LABAHN	215.00
136370	3/05	FABCO EQUIPMENT, INC.	630-09-50101-393-000	02/14 PARTS/MATERLS	124.20
			630-09-50101-393-000	01/14 PARTS/MATERLS	118.06
			630-09-50101-393-000	02/14 PARTS RETURN	35.56CR
				..... CHECK TOTAL	206.70
136371	3/05	INLAND DETROIT DIESEL	630-09-50101-393-000	TRANSMISSION #2967	8,907.37
			630-09-50101-393-000	CORE RETURN	2,400.00CR
				..... CHECK TOTAL	6,507.37
136372	3/05	FEDEX	110-01-51306-312-000	02/14-PW VON BERGEN	28.12
136373	3/05	OFFICEMAX	520-09-50106-311-000	02/14-TD#2773 OFFICE	206.76
			110-02-52103-311-000	02/14-PD#2768 OFFICE	140.98
			110-01-51901-311-000	02/14-EL#2769 OFFICE	137.58
			110-03-53101-311-000	02/14-PW#2771 OFFICE	50.53
			110-01-51301-311-000	02/14-AD#2767 OFFICE	50.09
			110-01-50101-311-000	02/14-CT#2772 OFFICE	36.60
			110-01-51601-311-000	02/14-CD#2765 OFFICE	32.48
			110-02-52103-311-000	02/14-PD#2768 OFFICE	30.51
			110-02-52103-311-000	02/14-PD#2774 OFFICE	27.25
			110-02-52201-311-000	02/14-FD#2770 OFFICE	18.16

START DATE FOR SUMMARY: 3/01 END DATE FOR SUMMARY: 3/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-01-51601-311-000	02/14-CD#2765 OFFICE	12.73
			110-02-52203-311-000	02/14-FD#2770 OFFICE	9.99
			520-09-50106-311-000	02/14-TD#2773 OFFICE	6.88
				..... CHECK TOTAL	760.54
136374	3/05	INDUSTRIAL MARKETING	501-09-50104-344-000	PICK UP HEAD SWEEPR	4,951.40
136375	3/05	LINCOLN CONTRACTORS SUPPLY	110-03-53103-367-000	02/14-ST TOOLS/SUPPL	198.00
136376	3/05	PETCO	213-09-50101-381-000	01/14-PD PET SUPPLIE	84.96
			213-09-50101-381-000	01/14-PD PET SUPPLIE	47.97
				..... CHECK TOTAL	132.93
136377	3/05	IMAGE TREND, INC.	206-02-52205-219-000	ANNUAL SERVICE FEE	10,200.00
136378	3/05	STRAND ASSOCIATES, INC.	110-03-53117-219-000	01/14 LANDFILL MNTR	408.09
136379	3/05	KENOSHA HOUSING AUTHORITY	217-06-51617-259-000	#5663394 1-2/14 TBRA	12,411.00
			217-06-52602-259-000	#5663396 12/13&1/14	2,040.03
				..... CHECK TOTAL	14,451.03
136380	3/05	MANDLIK & RHODES	501-09-50102-219-000	02/14 YW COUPON PRG	20.97
136381	3/05	LEE PLUMBING, INC.	521-09-50101-241-000	02/14-AR HVAC, PLUMB	749.55
			521-09-50101-241-000	02/14-AR HVAC, PLUMB	311.12
			521-09-50101-241-000	02/14-AR HVAC, PLUMB	266.00
			110-02-52203-241-000	02/14-FD#5 HVAC, PLU	132.00
			501-09-50105-241-000	02/14-SW HVAC, PLUMB	71.50
			110-03-53103-241-000	02/14-ST HVAC, PLUMB	71.50
				..... CHECK TOTAL	1,601.67
136382	3/05	LAKESIDE INTERNATIONAL TRUCK	630-09-50101-393-000	01/14-CE PARTS/MATER	13,154.46
			630-09-50101-393-000	REPAIR PARTS	2,338.44
			520-09-50201-347-000	01/14-BUS PARTS/MATE	363.50
			206-02-52205-344-000	01/14-FD PARTS/MATER	87.37CR
				..... CHECK TOTAL	15,769.03
136383	3/05	HUMANA CLAIMS	611-09-50101-155-527	03/03/14 MED CLAIMS	78,133.28
			611-09-50101-155-527	02/28/14 MED CLAIMS	74,476.74
			611-09-50101-155-527	02/27/14 MED CLAIMS	10,352.00
			611-09-50101-155-527	03/03/14 PHARMACY	4,604.64
			611-09-50101-155-527	02/27/14 PHARMACY	3,820.51
			611-09-50101-155-527	02/28/14 PHARMACY	3,383.34
				..... CHECK TOTAL	174,770.51

START DATE FOR SUMMARY: 3/01 END DATE FOR SUMMARY: 3/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
136384	3/05	PAUL CONWAY SHIELDS	110-02-52206-367-000	02/14-FD TURNOUT GEA	2,250.00
			110-02-52206-367-000	02/14-FD TURNOUT GEA	675.00
			110-02-52206-367-000	02/14-FD TURNOUT GEA	69.00
			110-02-52206-367-000	02/14-FD TURNOUT GEA	45.00
				..... CHECK TOTAL	3,039.00
136385	3/05	US CELLULAR	206-02-52205-226-000	02/14 FD-MO DATA	132.05
			206-02-52205-226-000	02/14 FD-CELL SERVC	88.01
			631-09-50101-226-000	02/14 EN-CELL AIRTM	73.75
			110-01-51601-226-000	02/14 CD-CELL SERVC	24.29
			206-02-52205-226-000	02/14 FD-CELL SERVC	17.22
				..... CHECK TOTAL	335.32
136386	3/05	CUMMINS NPOWER, LLC	630-09-50101-393-000	02/14 #2992 PARTS/SE	1,001.75
			630-09-50101-393-000	02/14 #2992 PARTS/SE	9.27
			630-09-50101-393-000	02/14 SE-PARTS RETN	110.00CR
				..... CHECK TOTAL	901.02
136387	3/05	HEALTHSTAT	611-09-50101-155-504	01/14 MID LVL PROV	13,178.89
			611-09-50101-155-504	01/14 PRG ADMN FEE	9,353.40
			611-09-50101-155-504	01/14 REF LAB FEES	6,298.22
			611-09-50101-155-504	01/14 MED OFFC ASST	5,219.14
			611-09-50101-155-504	01/14 MED SUPPLIES	577.14
			611-09-50101-155-504	11/13 BANK FEES	83.90
			611-09-50101-155-504	01/14 EMPL CO PAYS	620.00CR
				..... CHECK TOTAL	34,090.69
136388	3/05	B & L OFFICE FURNITURE	110-02-52201-232-000	STORAGE CABINET	1,425.00
136389	3/05	GRAYBAR ELECTRIC COMPANY	402-11-51302-589-000	LIGHT POLES/LED	46,864.00
			402-11-51302-589-000	LIGHT POLES/LED	27,666.00
				..... CHECK TOTAL	74,530.00
136390	3/05	FASTENAL COMPANY	110-03-53103-344-000	02/14 ST-TOOLS/MTRL	97.33
			110-03-53103-389-000	02/14 ST-TOOLS/MTRL	32.59
				..... CHECK TOTAL	129.92
136391	3/05	SICALCO, LTD.	110-03-53107-352-000	02/14-CALCIUM CHLORI	515.62
136392	3/05	MANHARD CONSULTING	403-11-51009-589-000	STRAWBRY CRK FEMA	6,623.27
			403-11-51009-589-000	STRWBRY CRK FEMA	1,050.00
			403-11-51009-589-000	STRWBRY CRK FEMA	436.73
				..... CHECK TOTAL	8,110.00

START DATE FOR SUMMARY: 3/01 END DATE FOR SUMMARY: 3/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
136393	3/05	J EWENS DESIGN INC	630-09-50101-393-000	CITY DECALS	6,300.00
			630-09-50101-393-000	LAMINATED COVERING	884.00
			630-09-50101-393-000	SET UP CHARGES	75.00
				..... CHECK TOTAL	7,259.00
136394	3/05	AVERY DENNISON	632-09-50101-232-000	PRINTER	1,077.22
			632-09-50101-232-000	CHARGER	150.00
			632-09-50101-232-000	LABELS	130.40
			632-09-50101-232-000	ADDITIONAL BATTERY	101.40
				..... CHECK TOTAL	1,459.02
136395	3/05	FORCE AMERICA	632-09-50101-389-000	01/14 SE-PARTS/MTRL	279.39
			630-09-50101-393-000	02/13 CE-PARTS/MTRLS	107.78
				..... CHECK TOTAL	387.17
136396	3/05	MENARDS (KENOSHA)	110-05-55109-382-000	02/14-BEACH HOUSE ME	153.66
			110-03-53103-389-000	02/14-ST MERCHANDISE	68.46
			110-03-53109-361-000	02/14-ST MERCHANDISE	15.49
			110-03-53110-389-000	02/14-ST MERCHANDISE	10.38
				..... CHECK TOTAL	247.99
136397	3/05	DOWNTOWN KENOSHA, INC	110-00-21109-000-000	DOWNTWN MGMT ORG-14	25,000.00
136398	3/05	ANTI-VEHICLE CRIME ASSOC.	110-02-52102-323-000	A SKOWRONSKI	20.00
136399	3/05	EZ PACK N SHIP ETC, INC	630-09-50101-393-000	01/14 CE-UPS SERVICE	52.90
			110-01-51306-312-000	01/14 FD-UPS SERVICE	50.40
			520-09-50106-311-000	01/14 TD-UPS SERVICE	7.29
				..... CHECK TOTAL	110.59
136400	3/05	BUILDING INSPECTORS ASSOC	110-01-51601-323-000	2014 M MOORE	50.00
136401	3/05	WISCONSIN MUNICIPAL COURT	110-01-51201-323-000	D SALAS	50.00
136402	3/05	MILWAUKEE TRUCK SALES INC	630-09-50101-393-000	02/14-SE#3045 PARTS	163.54
136403	3/05	IAFF/NATIONWIDE	110-00-21574-000-000	02/16-28/14 CONTRIBS	19,771.32
136404	3/05	PIEPER ELECTRIC	520-09-50201-246-000	LIGHTING REPAIRS	6,150.00
			520-09-50201-246-000	INSPECTION LIGHTS	1,620.00
				..... CHECK TOTAL	7,770.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
136405	3/05	COMMUNITY STREETCAR	520-09-50301-323-000	2014 MEMBER DUES	1,500.00
136406	3/05	KENOSHA TIRE	630-09-50101-393-000	01/14 CE-TIRES/SRVC	32.00
			630-09-50101-393-000	2/14 #2796 TIRES/SER	28.00
				..... CHECK TOTAL	60.00
136407	3/05	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	02/16-28/14 CONTRIBS	6,988.33
136408	3/05	CLARK DIETZ, INC	403-11-51113-589-000	01/14 POND CERT-PRF	3,360.00
136409	3/05	MAY, DAVID	110-02-52102-263-000	2/6/14 WAUPUN	8.00
136410	3/05	SANTOS, JOEL	110-02-52103-263-000	2/16/14-WINNEBAGO	12.00
136411	3/07	COMSYS, INCORPORATED	110-01-51102-215-000	3/8 - 4/7/14 SERVCE	40,773.03
			501-09-50101-215-000	3/8 - 4/7/14 SERVCE	10,193.26
				..... CHECK TOTAL	50,966.29
136412	3/07	HWY C SERVICE	110-05-55109-344-000	MAGNUM GATORLINE	839.10
136413	3/07	CARDINAL HEALTH	206-02-52205-318-000	02/14 MEDICAL SUPPL	255.02
			206-02-52205-318-000	02/14 MEDICAL SUPPL	237.60
			206-02-52205-318-000	02/14 MEDICAL SUPPL	207.16
			206-02-52205-318-000	02/14 MEDICAL SUPPL	207.15
			206-02-52205-318-000	02/14 MEDICAL SUPPL	202.26
			206-02-52205-318-000	02/14 MEDICAL SUPPL	125.82
			206-02-52205-318-000	02/14 MEDICAL SUPPL	100.88
				..... CHECK TOTAL	1,335.89
136414	3/07	KRANZ, INC.	630-09-50101-393-000	02/14-SE PRODUCTS/MA	211.40
136415	3/07	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	03/07/14 CITY HRLY	10,231.80
			110-00-21562-000-000	03/07/14 WATER HRLY	3,656.87
				..... CHECK TOTAL	13,888.67
136416	3/07	KENOSHA CO HUMANE SOCIETY	110-00-44304-000-000	7/19-12/31/13 LICNS	15,290.00
			110-00-45103-000-000	7/19-12/31/13 LICNS	1,943.13
			204-00-44303-000-000	7/19-12/31/13 LICNS	727.50
			110-00-44310-000-000	7/19-12/31/13 LICNS	47.50
				..... CHECK TOTAL	18,008.13

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
136417	3/07	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	1/22/14 W/C	13.50
136418	3/07	KENOSHA NEWS	110-00-21104-000-000	02/14 CT-STINEBRINKS	46.46
			110-00-21104-000-000	02/14 CT-BASEBALL	46.46
			110-00-21104-000-000	02/14 CT-HOUSTONS	46.46
				..... CHECK TOTAL	139.38
136419	3/07	PALMEN BUICK	110-05-55109-344-000	REPAIRS- FLEET #2393	1,414.73
136420	3/07	BADGER TRUCK CENTER	630-09-50101-393-000	02/14 #2597 PARTS	79.59
			630-09-50101-393-000	02/14 PARTS RETURN	51.40CR
				..... CHECK TOTAL	28.19
136421	3/07	SHOPKO	110-02-52203-382-000	02/14-FD#7 MERCHANDI	146.09
			110-02-52203-382-000	02/14-FD#6 MERCHANDI	58.95
			110-02-52203-382-000	02/14-FD#7 MERCHANDI	13.95
				..... CHECK TOTAL	218.99
136422	3/07	TRAFFIC & PARKING CONTROL CO	110-03-53109-373-000	BASE,ALUMINUM,SQUARE	1,332.64
136423	3/07	WE ENERGIES	110-05-55109-222-000	#10 12/27-01/28	3,517.44
			110-03-53109-221-000	#10 01/26-02/24	3,083.86
			110-03-53109-221-000	#10 01/23-02/23	2,648.39
			633-09-50101-221-000	#10 12/26-01/28	2,504.78
			110-03-53109-221-000	#10 01/27-02/25	2,209.61
			632-09-50101-221-000	#10 12/27-01/30	2,117.70
			110-03-53103-221-000	#10 12/27-01/28	2,098.77
			522-05-50102-221-000	#10 01/21-02/19	1,751.54
			110-05-55109-221-000	#10 01/21-02/19	1,712.50
			110-03-53109-221-000	#10 01/22-02/20	1,519.65
			110-03-53116-221-000	#10 01/22-02/20	1,446.31
			110-02-52203-221-000	#10 01/28-02/26	1,398.28
			110-05-55106-222-000	#10 01/23-02/22	1,299.51
			110-03-53109-221-000	#10 01/21-02/19	832.02
			520-09-50202-221-000	#10 01/27-02/25	671.19
			110-05-55111-222-000	#10 01/23-02/23	600.79
			520-09-50202-222-000	#10 01/27-02/25	395.82
			110-03-53109-221-000	#10 01/26-02/28	388.71
			110-05-55109-221-000	#10 01/23-02/20	365.32
			110-05-55111-221-000	#10 01/22-02/20	309.96
			110-03-53103-221-000	#10 01/27-02/25	221.52
			110-03-53117-221-000	#10 01/22-02/20	203.73
			110-05-55109-221-000	#10 01/26-02/24	115.33
			110-05-55109-221-000	#10 01/22-02/20	94.91
			110-05-55109-222-000	#10 01/27-02/25	93.63
			519-09-50103-221-000	#10 01/27-02/25	73.73
			110-05-55109-222-000	#10 01/21-02/19	68.70
			110-05-55109-221-000	#10 01/23-02/23	41.63
			522-05-50102-222-000	#10 11/14-02/19	39.20

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-05-55109-221-000	#10 01/27-02/25	9.98
				..... CHECK TOTAL	31,834.51
136424	3/07	REINDERS INC.	110-05-55109-344-000	02/14-PA PARTS/SERVI	581.69
136425	3/07	WISCONSIN FUEL & HEATING	630-09-50101-392-000	02/14-CE UNLEADED GA	26,088.73
			630-09-50101-391-000	02/14-CE DIESEL FUEL	24,000.24
				..... CHECK TOTAL	50,088.97
136426	3/07	BROOKS TRACTOR, INC.	521-09-50101-282-000	02/14 LOADER RENTAL	2,820.00
136427	3/07	KENOSHA WATER UTILITY	110-00-21913-000-000	02/14 TEMP PERMITS	49,546.32
			110-00-21914-000-000	02/14 BILL COLLECT	18,300.64
				..... CHECK TOTAL	67,846.96
136428	3/07	A & R DOOR SERVICE	110-02-52203-246-000	02/14 FD#4 DOOR REP	307.75
136429	3/07	LARK UNIFORM, INC.	110-02-52103-367-000	02/14-PD#571 UNIFORM	159.90
136430	3/07	AT&T	110-02-52203-225-000	2/22-3/21 REPEATER	413.26
136431	3/07	OFFICEMAX	110-03-53103-311-000	02/14-ST#2775 OFFICE	52.33
			110-01-51101-311-000	02/14-FN#2739 OFFICE	21.34
			110-01-51101-311-000	02/14-FN#2739 RETURN	7.77CR
				..... CHECK TOTAL	65.90
136432	3/07	LINCOLN CONTRACTORS SUPPLY	110-03-53103-367-000	02/14-ST TOOLS/SUPPL	114.68
136433	3/07	EMS MEDICAL BILLING ASSOC.	206-02-52205-219-000	1/14 BILLING/CC FEE	10,201.88
			110-00-46209-999-000	01/14 SERVICES	514.65
				..... CHECK TOTAL	10,716.53
136434	3/07	INTERSPIRO	110-02-52203-235-000	01/14 SCBA PARTS	692.70
			110-02-52203-235-000	01/14 SCBA PARTS	185.56
				..... CHECK TOTAL	878.26
136435	3/07	CONTINENTAL RESEARCH CORP	110-05-55109-382-000	DISINFECTANT	668.00
136436	3/07	MESSERLI & KRAMER P.A.	110-00-21581-000-000	03/07/14 DEDUCTION	206.30

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
136437	3/07	PIONEER COMMERICAL CLEANING	632-09-50101-243-000	02/14 SE-JANITORIAL	360.00
136438	3/07	RUEKERT & MIELKE, INC.	403-11-51112-589-000	12/28-1/24 SW PLAN	4,969.65
			403-11-51212-589-000	12/28-1/24 SW PLAN	4,312.55
				..... CHECK TOTAL	9,282.20
136439	3/07	MILL COATINGS, INC	420-11-51208-589-000	FINAL-OVERPASS PAINT	2,812.50
136440	3/07	US CELLULAR	110-02-52102-226-000	02/14 PD-CELL AIRTM	41.99
			110-02-52108-226-000	02/14 PD-CELL AIRTM	33.57
			110-02-52103-226-000	02/14 PD-CELL AIRTM	26.73
			110-05-55109-226-000	02/14 PA-CELL AIRTM	4.02
			205-03-53119-226-000	02/14 ST-CELL AIRTM	1.26
			205-03-53118-226-000	02/14 WA-CELL AIRTM	1.26
			110-03-53103-226-000	02/14 ST-CELL AIRTM	1.26
			520-09-50401-226-000	02/14 TD-CELL AIRTM	.76
			110-05-55102-226-000	02/14 PA-CELL AIRTM	.71
			110-05-55111-226-000	02/14 PA-CELL AIRTM	.51
			110-02-52101-226-000	02/14 PD-CELL AIRTM	.51
				..... CHECK TOTAL	112.58
136441	3/07	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	03/07/14 DEDUCTION	31.09
136442	3/07	VERIZON WIRELESS	110-03-53103-226-000	02/14 CELL-SERV/AIR	1,384.22
			110-02-52101-226-000	02/14 CELL SERVICE	208.17
			110-02-52201-226-000	02/14 CELL SERVICE	116.00
			110-01-51301-226-000	02/14 CELL SERVICE	115.32
			110-01-51801-226-000	02/14 CELL SERVICE	101.11
			110-01-50301-226-000	02/14 CELL SERVICE	93.55
			631-09-50101-226-000	02/14 EN-DATA PLAN	80.02
			501-09-50106-226-000	02/14 SW-DATA PLAN	80.02
			501-09-50103-226-000	02/14 SW-DATA PLAN	80.02
			631-09-50101-226-000	02/14 CELL SERVICE	72.25
			110-01-51201-226-000	02/14 CELL SERVICE	62.65
			110-03-53101-226-000	02/14 CELL SERVICE	58.96
			520-09-50301-226-000	02/14 CELL SERVICE	58.34
			110-01-51303-226-000	02/14 CELL SERVICE	57.66
			501-09-50103-226-000	02/14 CELL SERV/AIRT	57.66
			110-05-55109-226-000	02/14 CELL-SERV/AIR	57.66
			110-05-55101-226-000	02/14 CELL-SERV/AIRT	57.66
			110-02-52102-226-000	02/14 CELL SERVICE	52.02
			110-05-55101-226-000	02/14 CELL SERVICE	42.85
			110-01-50901-226-000	02/14 CELL SERVICE	39.50
			110-01-51901-226-000	02/14 CELL SERVICE	36.01
			206-02-52205-226-000	02/14 FD-DATA PLAN	36.01
			110-02-52103-226-000	02/14 CELL SERVICE	35.68
			521-09-50101-226-000	02/14 CELL SERVICE	34.45
			110-01-51601-226-000	02/14 CELL SERVICE	31.72
			110-01-51101-226-000	02/14 CELL SERVICE	30.97

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			501-09-50101-226-000	02/14 CELL SERVICE	30.71
			110-02-52103-226-000	02/14 CELL AIR CHRGS	29.18
				..... CHECK TOTAL	3,140.37
136443	3/07	MALSACK, J	463-11-51302-219-000	02/14 SNOW RMVL A	1,781.25
			461-11-51301-581-000	02/14 SNOW RMVLL B	1,484.85
			463-11-51102-219-000	02/14 SNOW RMVL C	1,042.39
			463-11-51302-219-000	ADD/DELETE ADDRESS	107.35CR
				..... CHECK TOTAL	4,201.14
136444	3/07	LETTERING MACHINE	110-02-52103-367-000	02/14-KPD KNIT CAPS	400.00
136445	3/07	JOHNSON BANK	110-00-21532-000-000	03/07/14 CITY HRLY	1,245.00
			110-00-21532-000-000	03/07/14 WATER HRLY	454.62
				..... CHECK TOTAL	1,699.62
136446	3/07	WIS EMPLOYMENT RELATIONS	110-01-51303-219-000	1/2 GRIEVE/ARBITRATN	400.00
136447	3/07	CDW-G	110-01-51102-539-000	01/14 COMPUTER EQPM	415.14
			110-01-51102-539-000	01/14 MS GSA OFFICE	254.00
			110-01-51102-539-000	01/14 OKI SERIAL CRD	72.57
			110-01-51102-539-000	01/14 COMPUTER EQPM	17.87
				..... CHECK TOTAL	759.58
136448	3/07	L & L CONCRETE	633-09-50101-259-000	12/13-LI SNOW/ICE RE	890.00
136449	3/07	CHAPTER 13 TRUSTEE	110-00-21581-000-000	03/07/14 DEDUCTION	104.00
			110-00-21581-000-000	03/07/14 DEDUCTION	87.00
			110-00-21581-000-000	03/07/14 DEDUCTION	45.00
				..... CHECK TOTAL	236.00
136450	3/07	SICALCO, LTD.	110-03-53107-352-000	02/14-CALCIUM CHLORI	2,715.56
136451	3/07	STAPLES	110-01-51303-311-000	02/14-HR KPPA CONTRA	116.50
136452	3/07	KENO'S COLLISIONTEK	110-03-53103-711-000	REPAIR FLEET 2277	4,204.94
136453	3/07	LOGISTICS PLUS	205-03-53118-219-000	02/14-TIRE RECYCLING	900.00
136454	3/07	DEMARK, KOLBE & BRODEK, SC	110-01-50101-219-000	01/14 HR-LEGAL SERV	7,354.75

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
136455	3/07	LAND SERVICES USA, INC.	453-11-51301-296-000	DRAW #2-TID 16	1,945,013.40
136456	3/07	PRS - UMR	206-00-13107-000-000	8/28/12 E NICKL	75.07
136457	3/07	JOB TARGET, LLC	110-01-51303-326-000	POSTING INSP II	150.00
136458	3/07	WIS SCTF	110-00-21581-000-000	03/07/14 HRLY DEDCT	635.30
136459	3/07	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	03/07/14 DEDUCTION	124.60
136460	3/07	SNAP-ON INDUSTRIAL	632-09-50101-389-000	02/14-SE TOOLS/REPAI	12.94
136461	3/07	GRAINGER	110-05-55109-382-000	LOTION SOAP	149.73
136462	3/07	WISCONSIN MUNICIPAL COURT	110-01-51201-323-000	2014 MEMBER DUES	50.00
136463	3/07	WISCONSIN PARK AND	110-05-55109-323-000	2014 DUES-DURKEE	130.00
			110-05-55101-323-000	2014 DUES-WARNOCK	130.00
				..... CHECK TOTAL	260.00
136464	3/07	CLEANCO	633-09-50101-243-000	02/14 JANITOR SERVC	970.25
136465	3/07	FOX VALLEY TECHNICAL COLLEGE	110-02-52107-264-000	REG FEE-3/10-13/14	300.00
136466	3/07	WE ENERGIES	758-09-51610-259-000	REMOVE GAS SERVICE	974.00
136467	3/07	GENESIS CHIROPRACTIC CLINIC	110-09-56405-161-000	2/24/14 W/C	168.00
			110-09-56405-161-000	2/6/14 W/C	104.00
			110-09-56405-161-000	1/23/14 W/C	104.00
			110-09-56405-161-000	1/13/14 W/C	104.00
			110-09-56405-161-000	12/30/13 W/C	68.00
			110-09-56405-161-000	12/12/13 W/C	68.00
				..... CHECK TOTAL	616.00
136468	3/07	WHITE, DR. CULLY R.	110-09-56405-161-000	2/25/14 W/C	59.00
136469	3/07	AURORA HEALTH CARE	520-09-50101-161-000	1/31/14 W/C	487.90
			520-09-50101-161-000	1/22/14 W/C	254.15
			520-09-50101-161-000	1/22/14 W/C	66.30
			520-09-50101-161-000	1/22/14 W/C	63.75
			520-09-50101-161-000	1/22/14 W/C	57.80
			520-09-50101-161-000	1/22/14 W/C	51.85
				..... CHECK TOTAL	981.75
136470	3/07	AURORA HEALTH CARE	110-01-51303-216-000	1/4-2/7 SCREENS	2,067.00
			520-09-50101-216-000	1/4-2/7 SCREENS	1,182.00
				..... CHECK TOTAL	3,249.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
136471	3/07	EXAM WORKS INC	110-09-56405-161-000	2/24/14 W/C	925.00
136472	3/07	MARTIN, TIMOTHY	206-00-13107-000-000	6/1/08 TRANSPORT	442.50
136473	3/07	80TH STREET CENTER, LLC	798-00-21959-000-000	ESCROW/TRAFFIC SGNL	68,603.00
			798-00-21109-000-000	ESCROW/TRAFFIC SGNL	606.00
				..... CHECK TOTAL	69,209.00
136474	3/07	KNIGHT, ASHLEY	110-00-21905-000-000	REISSUE CK #130505	50.00
136475	3/07	PREMIUM TITLE SERVICES INC	110-00-21106-000-000	REISSUE CK #134262	1,755.88
136476	3/07	MICHALSKI, NATHAN	110-09-56404-719-000	VEH DMG 12/20/13	3,472.71
136477	3/07	MERCADILLO, VALENTE	110-09-56404-719-000	VEH DMG 1/27/14	351.46
136478	3/07	SCALZO, NANCY	206-00-13107-000-000	11/16/11 TRANSPORT	340.00
136479	3/07	PACETTI, THOMAS	206-00-13107-000-000	11/5/13 TRANSPORT	85.70
136480	3/07	HOLLINGSWORTH, ANGELINA	206-00-13107-000-000	11/19/13 TRANSPORT	147.28
136481	3/07	JACOB, MICHAEL	110-00-21112-000-000	DOG LICENSE OVERPAY	5.00
136482	3/07	GATTI, CHRISTOPHER	110-00-21106-000-000	2013 TAX REFUND	579.08
136483	3/07	BAPA LLC	110-00-21106-000-000	2013 TAX REFUND	178.51
136484	3/07	LANDMARK TITLE CORP	110-00-21106-000-000	2013 TAX REFUND	31.74
136485	3/07	SWADE, GEORGE	110-00-21106-000-000	2013 TAX REFUND	2,352.86
136486	3/07	PATS ROOFING AND GUTTERS	110-00-21106-000-000	2013 TAX REFUND	52.86
136487	3/07	ALCHAAR, ZAHREDDIN	110-00-21106-000-000	2013 TAX REFUND	409.53
136488	3/07	THR PROPERTY ILLINOIS LP	110-00-21106-000-000	2013 TAX REFUND	791.48
136489	3/07	HETLET, BRADLEY A.	110-02-52107-263-000	2/19-21/14 FRANKLIN	24.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
136490	3/07	HAMM, THOMAS R.	110-02-52107-263-000	2/19-21 FRANKLIN	24.00
136491	3/07	MILLSAPS, NINA M.	611-09-50101-155-000	WELLNESS EXPENSES	168.02
136492	3/07	POLTROCK, JAMES T.	709-09-50101-264-000	REG FEE CONF-04/9/14	135.00
136493	3/07	KENDALL, JAMES K.	110-02-52107-263-000	2/11/14 KOHLER	8.00
136494	3/07	IWEN, RONALD	520-09-50202-249-000	PROPANE	22.51
136495	3/07	HECKEL, EUGENE W.	110-02-52107-263-000	2/11/14-KOHLER	8.00
136496	3/07	MELICHAR, JASON	110-02-52107-263-000	2/11/14-KOHLER	8.00
136497	3/07	DEATES, PETER J	110-02-52107-263-000	2/11/14 KOHLER	8.00
136498	3/07	LABATORE, FELICIA	110-02-52107-263-000	2/11/14-KOHLER	8.00
136499	3/07	KRAUS, PHILLIP	501-09-50106-264-000	REG FEES WORKSHOP	60.00
136500	3/07	STROUF, JAMES D	110-00-21581-000-000	WAGE GARNISHMENT	356.33
136501	3/07	HILL, RYAN	110-02-52103-263-000	2/16/14-WINNEBAGO	12.00
136502	3/12	BINDELLI BROTHERS, INC	110-09-56501-259-569	02/14 4406 28TH AVE	344.24
			110-09-56501-259-569	02/14 6408 111TH AVE	90.12
				..... CHECK TOTAL	434.36
136503	3/12	KENOSHA CO HEALTH DIVISION	110-04-54101-252-000	03/14 HEALTH SERVICE	45,404.08
136504	3/12	GENERAL COMMUNICATIONS, INC.	110-03-53103-231-000	02/14-ST MISC ITEMS	106.00
136505	3/12	KENOSHA JOINT SERVICES	110-02-52103-311-000	COMPUTER PAPER	81.12
136506	3/12	UNITED HOSPITAL SYSTEMS INC	110-02-52101-219-000	02/14 LAB 14-016853	99.20
			110-02-52101-219-000	01/14 LAB 14-008878	99.20
			110-02-52101-219-000	01/14 LAB 14-003667	99.20
			110-02-52101-219-000	02/14 LAB 14-021186	99.20
			110-02-52101-219-000	01/14 LAB 14-007203	99.20
			110-02-52101-219-000	2/14 LAB 14-0222567	99.20
			110-02-52101-219-000	01/14 LAB 14-004575	49.60
				..... CHECK TOTAL	644.80

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
136507	3/12	FIRST SUPPLY CO.	110-02-52203-344-000	02/14 FD#3 SUPPLIES	7.40
136508	3/12	RODE'S CAMERA	110-02-52102-219-000	02/14-PD SUPPLIES/PR	15.08
136509	3/12	KENOSHA COUNTY INTERFAITH	238-06-50611-259-000	#5663524 SUBGR AGMT	2,574.50
136510	3/12	WILLKOMM INC., JERRY	521-09-50101-341-000	02/14-AR DIESEL FUEL	3,050.60
136511	3/12	WIS DEPT OF REVENUE	110-00-21512-000-000	2/16-28/14 DEDUCTS	113,997.50
136512	3/12	WIS DEPT OF ADMINISTRATION	110-02-52204-322-000	WIS ADMN CODE RNWL	234.00
136513	3/12	OAKES & SON, INC., A. W.	402-11-51304-586-000	EST 5 THRU 12/31/13	55,345.43
			403-11-51301-585-000	EST 5 THRU 12/31/13	16,396.65
				..... CHECK TOTAL	71,742.08
136514	3/12	CRETEX MATERIALS INC	110-03-53107-351-000	02/14 CONCRETE SAND	1,312.76
			501-09-50105-354-000	02/14 TORPEDO SAND	38.19
				..... CHECK TOTAL	1,350.95
136515	3/12	KENOSHA WATER UTILITY	461-11-51401-581-000	4817 37TH AVE-UTILS	173.04
			461-11-51401-581-000	4810 37 AVE-UTILS	30.88
			461-11-51401-581-000	4723 36TH AVE-UTILS	24.30
			461-11-51401-581-000	4804 37TH AVE-UTILS	18.82
			461-11-51401-581-000	4908 37TH AVE-UTILS	18.82
			461-11-51401-581-000	4628 37TH AVE-UTILS	17.72
			461-11-51401-581-000	4720 36TH AVE-UTILS	10.06
				..... CHECK TOTAL	293.64
136516	3/12	STREICHER'S POLICE EQUIPMENT	110-02-52103-365-000	02/14-PD EQUIPMENT	172.70
136517	3/12	THELEN SAND & GRAVEL	110-03-53107-351-000	02/14-AGGREGATE MATE	1,225.54
			110-03-53107-351-000	02/14-AGGREGATE MATE	99.99
				..... CHECK TOTAL	1,325.53
136518	3/12	WISCONSIN FUEL & HEATING	632-09-50101-389-000	02/14-SE LUBRICANTS/	734.40
			110-03-53103-341-000	02/14-ST LUBRICANTS/	185.00
			110-03-53107-341-000	02/14-ST LUBRICANTS/	173.25
				..... CHECK TOTAL	1,092.65

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
136519	3/12	STANDARD COMPANIES	630-09-50101-393-000	02/14-SE SHOP WIPES/	3,383.23
136520	3/12	FELD BODY SHOP ROLF INC.	520-09-50201-344-000	ACCIDENT REPAIR	628.60
136521	3/12	CHASE BANK KENOSHA	110-00-21513-000-000	03/07/14 HRLY DEDCT	21,374.16
			110-00-21511-000-000	03/07/14 HRLY DEDCT	11,653.45
			110-00-21612-000-000	03/07/14 HRLY DEDCT	11,653.27
			110-00-21614-000-000	03/07/14 HRLY DEDCT	2,849.65
			110-00-21514-000-000	03/07/14 HRLY DEDCT	2,849.53
				..... CHECK TOTAL	50,380.06
136522	3/12	WISCONSIN SCREEN PROCESS,INC	206-02-52205-344-000	01/14-R44/M7 IDENTIF	283.25
			110-02-52206-344-000	12/13-FD IDENTIFIERS	120.00
				..... CHECK TOTAL	403.25
136523	3/12	KENOSHA ACHIEVEMENT CENTER	520-09-50301-258-000	03/14 SPCL TRNSPORT	19,250.00
			520-09-50301-258-000	03/14 WKND DISPATCH	750.00
				..... CHECK TOTAL	20,000.00
136524	3/12	TDS	110-01-51801-227-000	03/14 PHONE SERVICE	5,256.03
			110-00-15202-000-000	03/14 PHONE SERVICE	2,140.70
			520-09-50301-227-000	03/14 PHONE SERVICE	772.11
			110-03-53103-227-000	03/14 PHONE SERVICE	565.96
			110-00-14401-000-000	03/14 PHONE SERVICE	447.07
			632-09-50101-227-000	03/14 PHONE SERVICE	394.06
			521-09-50101-227-000	03/14 PHONE SERVICE	345.40
			110-05-55109-227-000	03/14 PHONE SERVICE	338.94
			501-09-50101-227-000	03/14 PHONE SERVICE	225.46
			110-03-53116-227-000	03/14 PHONE SERVICE	204.02
			520-09-50401-227-000	03/14 PHONE SERVICE	142.11
			110-02-52108-225-000	03/14 PHONE SERVICE	132.26
			110-02-52110-227-000	03/14 PHONE SERVICE	98.71
			524-05-50101-227-000	03/14 PHONE SERVICE	95.83
			520-09-50202-227-000	03/14 PHONE SERVICE	71.50
			110-02-52203-227-000	03/14 PHONE SERVICE	68.82
			206-02-52205-227-000	03/14 PHONE SERVICE	67.46
			110-02-52108-225-000	03/14 PHONE CALLS	52.65
			110-05-55111-227-000	03/14 PHONE SERVICE	43.88
			110-02-52110-225-000	03/14 PHONE CALLS	35.15
			110-01-51801-225-000	03/14 PHONE CALLS	15.36
			520-09-50301-225-000	03/14 PHONE CALLS	4.80
			110-03-53103-225-000	03/14 PHONE CALLS	1.58
			632-09-50101-225-000	03/14 PHONE CALLS	.89
			501-09-50101-225-000	03/14 PHONE CALLS	.58
			524-05-50101-225-000	03/14 PHONE CALLS	.28
			521-09-50101-225-000	03/14 PHONE CALLS	.21
			110-03-53116-225-000	03/14 PHONE CALLS	.13
			110-05-55111-225-000	03/14 PHONE CALLS	.07
			110-05-55109-225-000	03/14 PHONE CALLS	.07
				..... CHECK TOTAL	11,522.09

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
136525	3/12	OFFICEMAX	110-02-52103-311-000	02/14-PD#2778 OFFICE	399.97
			110-01-51601-311-000	02/14-CD#2781 OFFICE	283.99
			110-01-51101-311-000	02/14-FN#2783 OFFICE	148.89
			110-02-52103-311-000	02/14-PD#2780 OFFICE	145.40
			110-02-52103-311-000	02/14-PD#2779 OFFICE	137.37
			110-01-51301-311-000	02/14-HR#2777 OFFICE	54.53
			110-01-51601-311-000	02/14-CD#2782 OFFICE	19.74
				..... CHECK TOTAL	1,189.89
136526	3/12	PREISS, IRENE	110-02-52203-165-000	03/14 BENEFITS	410.53
136527	3/12	ZAK, PAUL	110-02-52203-165-000	03/14 BENEFITS	861.97
136528	3/12	PAT'S SERVICES, INC.	205-03-53119-282-000	02/14-PORTABLE TOILE	84.00
			205-03-53119-282-000	01/14-PORTABLE TOILE	84.00
				..... CHECK TOTAL	168.00
136529	3/12	INDUSTRIAL MARKETING	630-09-50101-393-000	02/14 SWEEPER PARTS	169.87
136530	3/12	WISCONSIN WOMEN'S BUSINESS	291-06-50402-259-000	#5663573 SUBGR AGMT	15,000.00
			238-06-50403-259-000	#5663574 SUBGR AGMT	15,000.00
			291-06-50402-259-000	#5663571 SUBGR AGMT	1,700.00
				..... CHECK TOTAL	31,700.00
136531	3/12	S.D.R. TRANSMISSIONS	520-09-50201-344-000	REBUILD TRANSMISSION	1,213.94
136532	3/12	INTERSPIRO	110-02-52203-235-000	02/14 SCBA PARTS	208.94
136533	3/12	US CELLULAR	521-09-50101-226-000	02/14 AR-CELL AIRTM	64.47
136534	3/12	JAMES IMAGING SYSTEMS, INC.	110-01-51601-232-000	11/13 CD-COPIER MNT	46.50
136535	3/12	FIRST ADVANTAGE LNS	110-01-51303-219-000	02/14 SERVICE	245.50
136536	3/12	HOERNEL LOCK & KEY, INC.	110-05-55109-246-000	02/14 PA-LOCKS/KEYS	214.50
136537	3/12	LEE PLUMBING, INC.	501-09-50105-241-000	02/14-SW HVAC, PLUMB	567.05
136538	3/12	HUMANA CLAIMS	611-09-50101-155-527	03/04/14 MED CLAIMS	62,242.07
			611-09-50101-155-527	03/05/14 MED CLAIMS	19,822.68
			611-09-50101-155-527	03/06/14 PHARMACY	8,205.36
			611-09-50101-155-527	03/05/14 PHARMACY	4,267.58
			611-09-50101-155-527	03/04/14 PHARMACY	1,911.61
			611-09-50101-155-527	03/06/14 MED CLAIMS	815.75
			110-02-52203-225-000	02/22-03/21 FIRE	41.66
				..... CHECK TOTAL	97,306.71

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
136539	3/12	US CELLULAR	501-09-50103-226-000	02/14 SW-CELL AIRTM	16.37
			501-09-50106-226-000	02/14 SW-CELL AIRTM	.81
				..... CHECK TOTAL	17.18
136540	3/12	CUMMINS NPOWER, LLC	520-09-50201-347-000	MISC. BUS PARTS	2,754.40
136541	3/12	FLITZ SERVICE CORPORATION	520-09-50301-232-000	SERVICE CONTRACT	616.00
136542	3/12	JENSEN TOWING	110-02-52203-344-000	ENGINE #6 TOWING	130.50
136543	3/12	ZEP MANUFACTURING CO.	630-09-50101-393-000	02/14-SE PRODUCTS,SU	1,448.16
136544	3/12	WIS DEPT OF REVENUE	761-00-21512-000-000	02/14 DEDUCTIONS	299.20
136545	3/12	JX PETERBILT	630-09-50101-393-000	02/14 PARTS/SERVICE	78.98
136546	3/12	AUTUMN SUPPLY	520-09-50201-382-000	01/14-TD PARTS/MATER	471.20
			520-09-50201-317-000	02/14-TD PARTS/MATER	346.50
				..... CHECK TOTAL	817.70
136547	3/12	FIFTY STATES DIST.	110-02-52103-259-000	02/14 PD 14-014494	22.56
136548	3/12	AMERICAN HYDRAULICS	630-09-50101-393-000	02/14 PARTS/SERVICES	1,045.00
			630-09-50101-393-000	02/14 PARTS/SERVICES	915.00
				..... CHECK TOTAL	1,960.00
136549	3/12	WRIGHT EXPRESS FSC	110-03-53109-341-000	02/14-ST CNG	1.60
			110-03-53103-341-000	02/14-ST CNG	.40
				..... CHECK TOTAL	2.00
136550	3/12	WESTERN CONTRACTORS INC	405-11-51317-589-832	FINAL-WORK 2013	5,588.14
			405-11-51317-589-832	FINAL - DONE 2013	607.26
				..... CHECK TOTAL	6,195.40
136551	3/12	MILWAUKEE AUDUBON SOCIETY	222-09-50101-259-000	2014 RENEWAL APP	100.00
136552	3/12	WASTE MANAGEMENT	633-09-50101-253-000	03/14-LI WEEKLY PICK	97.85
			110-01-51801-246-000	03/14-MB PULL CHARGE	55.70
				..... CHECK TOTAL	153.55

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
136553	3/12	TREES-B-GONE, LLC	501-09-50106-219-000	TREE PRUNING-FINAL	17,568.40
136554	3/12	DIVERSIFIED PRINTING SERVICE	110-02-52103-311-000	PARKING TICKET BOOKS	2,660.57
136555	3/12	PUBLICSTUFF INC	110-03-53101-219-000	PUBLICSTUFF PRO	12,000.00
136556	3/12	GREEN EARTH	521-09-50101-351-000	RUNWAY DEICER	5,341.58
136557	3/12	MENARDS (KENOSHA)	110-02-52203-382-000	02/14-FD#3 MERCHANDI	61.68
			110-05-55109-344-000	02/14-PA MERCHANDISE	49.92
			520-09-50201-382-000	02/14-TD MERCHANDISE	38.30
			632-09-50101-382-000	02/14-SE MERCHANDISE	33.45
			631-09-50101-367-000	02/14-EN MERCHANDISE	24.98
			110-03-53103-389-000	01/14-ST MERCHANDISE	7.89
				..... CHECK TOTAL	216.22
136558	3/12	ATTORNEY JODI L MEIER	110-01-52001-219-000	GUARDIAN/T SANIAT	70.00
136559	3/12	SAFE RIDE NEWS PUBLICATIONS	110-02-52107-322-000	LATCH MANAUL	37.00
136560	3/12	SNAP-ON INDUSTRIAL	632-09-50101-575-000	SAND BLASTER	3,649.78
136561	3/12	GRAINGER	521-09-50101-382-000	02/14 AR-PARTS/MTRL	78.54
			521-09-50101-367-000	02/14 AR-PARTS/MTRL	50.32
				..... CHECK TOTAL	128.86
136562	3/12	BURKE TRUCK & EQUIPMENT INC	630-09-50101-393-000	OVER SIZED PLOW PIN	123.73
136563	3/12	LEE PLUMBING, HEATING AND	110-02-52203-241-000	BOILER REPAIRS	1,250.00
136564	3/12	NICOLET NATURAL SE	761-09-50101-389-000	2/14 WATER COOLER	7.95
136565	3/12	GILLIG CORPORATION	520-09-50201-347-000	02/14 BUS PARTS	607.22
			520-09-50201-347-000	02/14 BUS PARTS	86.20
			520-09-50201-347-000	02/14 BUS PARTS	55.10
			520-09-50201-347-000	01/14 BUS PARTS	45.00
				..... CHECK TOTAL	793.52
136566	3/12	LAKESIDE OIL/WORLD FUEL	520-09-50106-341-000	02/14-TD DIESEL FUEL	26,728.09

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
136567	3/12	RIMKUS, JASON	761-09-50101-111-000	3/01-15/14 SERVICE	1,933.04
			761-00-21514-000-000	3/01-15/14 SERVICE	28.03CR
			761-00-21599-000-000	3/01-15/14 SERVICE	96.65CR
			761-00-21512-000-000	3/01-15/14 SERVICE	108.90CR
			761-00-21511-000-000	3/01-15/14 SERVICE	119.85CR
			761-00-21513-000-000	3/01-15/14 SERVICE	220.00CR
				..... CHECK TOTAL	1,359.61
136568	3/12	PIRO, RALPH	761-09-50101-111-000	03/01-15/14 SERVICE	916.45
			761-00-21514-000-000	03/01-15/14 SERVICE	13.29CR
			761-00-21599-000-000	03/01-15/14 SERVICE	25.00CR
			761-00-21512-000-000	03/01-15/14 SERVICE	40.70CR
			761-00-21511-000-000	03/01-15/14 SERVICE	56.82CR
			761-00-21513-000-000	03/01-15/14 SERVICE	76.00CR
				..... CHECK TOTAL	704.64
136569	3/12	AIRGAS NORTH CENTRAL	520-09-50201-317-000	01/14 TD-INDSTL GAS	56.13
136570	3/12	RED THE UNIFORM TAILOR	110-02-52103-367-000	02/14 PD-UNIFORMS	559.70
			110-02-52206-367-000	02/14 FD-UNIFORMS	310.64
			110-02-52103-367-000	02/14 PD-UNIFORMS	290.95
			110-02-52206-367-000	02/14 FD-UNIFORMS	183.90
			520-09-50101-367-000	02/14 TD-UNIFORM	166.87
			110-02-52106-367-000	02/14 PD-UNIFORMS	105.88
				..... CHECK TOTAL	1,617.94
136571	3/12	AURORA HEALTH CARE	110-01-51303-216-000	01/14 SCREENS	578.00
			520-09-50101-216-000	01/14 SCREENS	201.00
				..... CHECK TOTAL	779.00
136572	3/12	EXAM WORKS INC	110-01-51303-219-000	MARTI-CANCEL	1,400.00
136573	3/12	WISCONSIN DEPT OF JUSTICE	110-01-52001-219-000	3-12/14 SUPPORT	1,000.00
136574	3/12	JACOB, MICHAEL	110-00-21112-000-000	2014 DOG LICENSE	5.00
136575	3/12	MALLORY, GERALDINEIA	110-00-46588-000-000	WOLFENBUTTEL 7/5/14	25.00
136576	3/12	STOIAN, VICTOR	110-00-44803-000-000	PERMIT 7932 29 AV	60.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
136577	3/12	LENCI, MAURO	632-09-50101-261-000	01-2/14 240.7 MILES	134.80
136578	3/12	BIGLEY, CHRISTOPHER	110-01-51303-144-000	SPRING 2014 TUITION	448.00
136579	3/12	SWARTZ, MARTHA E.	110-01-51601-261-000	02/14 130 MILES	72.80
136580	3/12	MIKOLAS, KEVIN	110-01-51601-261-000	02/14 439 MILES	245.84
136581	3/12	STRELOW, MATTHEW E.	110-02-52107-263-000	3/3-5/14 WIS DELLS	63.00
136582	3/12	WILKE, BRIAN	110-01-51601-261-000	02/14 51 MILES	28.56
136583	3/12	WIENKE, DANIEL	110-02-52107-263-000	3/5-6/14 FRANKLIN	16.00
136584	3/12	DEATES, PETER J	110-02-52107-263-000	2/26/14 MILWAUKEE	8.00
136585	3/12	ANSCHUTZ, LORN A.	110-02-52107-263-000	2/25-27 FRANKLIN	24.00
136586	3/12	PATTON, PATRICK	110-02-52107-263-000	2/26/14 MILWAUKEE	8.00
136587	3/12	MORTON, SHAUN A	110-02-52107-263-000	3/5-6/14 FRANKLIN	16.00
136588	3/12	AUSTIN, CATHY	631-09-50101-261-000	02/14 81.3 MILES	45.52
136589	3/12	SANCHEZ, MARGARITO	110-01-51601-261-000	02/14 323 MILES	180.88
136590	3/12	BANDI, DANIEL	110-02-52107-263-000	3/5-6/14 FRANKLIN	16.00
136591	3/12	SIEKER, RYAN	110-02-52107-263-000	2/26/14 MILWAUKEE	8.00
136592	3/12	ISHMAEL, DAVID	520-09-50106-311-000	MAP SUPPLIES	50.58
136593	3/12	MOORE, MICHAEL	110-01-51601-261-000	02/14 492 MILES	276.08
136594	3/12	NEWHOUSE, ROBERT	110-01-51601-261-000	02/14 193 MILES	108.08
136595	3/12	BAKER, ELIZABETH	110-01-50901-261-000	02/14 65 MILES	36.40
136596	3/14	ACE HARDWARE	110-05-55109-244-000	02/14 PA MERCHANDISE	378.47
			630-09-50101-393-000	02/14 CE MERCHANDISE	257.62
			110-05-55109-344-000	02/14 PA MERCHANDISE	115.40
			110-01-51801-389-000	02/14 MB MERCHANDISE	70.98
			110-05-55109-246-000	02/14 PA MERCHANDISE	41.40
			110-03-53103-361-000	02/14 ST MERCHANDISE	29.94
			110-05-55109-361-000	02/14 PA MERCHANDISE	14.99
			632-09-50101-246-000	02/14 SE MERCHANDISE	9.99
			110-03-53103-246-000	02/14 ST MERCHANDISE	9.49
			110-03-53103-389-000	02/14 ST MERCHANDISE	7.47
				..... CHECK TOTAL	935.75

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
136597	3/14	BINDELLI BROTHERS, INC	461-11-51401-581-000	4816 37TH AVE	72.12
136598	3/14	CHESTER ELECTRONICS SUPPLY	110-05-55109-235-000	02/14 PA PARTS & MAT	36.76
			110-03-53109-361-000	03/14 ST PARTS & MAT	36.00
			630-09-50101-393-000	02/14 SE #3122 PARTS	5.98
				..... CHECK TOTAL	78.74
136599	3/14	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	02/14-ST ELECTRICAL	32.42
136600	3/14	KENOSHA CO HEALTH DIVISION	259-06-50501-259-000	#5665347 RELOCATE	19,774.00
136601	3/14	HWY C SERVICE	630-09-50101-393-000	02/14-SE SERVICE/PAR	516.90
			630-09-50101-393-000	02/14-SE SERVICE/PAR	410.56
			630-09-50101-393-000	02/14-SE SERVICE/PAR	217.37
			630-09-50101-393-000	02/14-SE SERVICE/PAR	176.43
				..... CHECK TOTAL	1,321.26
136602	3/14	ICMA RETIREMENT TRUST	110-00-21572-000-000	03/1-15/14 CONTRIBS	47,169.13
			110-00-21599-000-000	03/1-15/14 CONTRIBS	7,225.16
				..... CHECK TOTAL	54,394.29
136603	3/14	INTERSTATE ELECTRIC SUPPLY	520-09-50201-347-000	02/14-TD ELECTRICAL	96.30
			110-02-52203-382-000	02/14-FD ELECTRICAL	72.00
			110-03-53109-361-000	02/14-ST ELECTRICAL	40.15
				..... CHECK TOTAL	208.45
136604	3/14	KENOSHA JOINT SERVICES	110-02-52103-341-000	02/14 PATRL FLT GAS	24,423.63
			110-02-52103-345-000	02/14 PATRL FLT MNT	5,214.94
			110-02-52102-341-000	02/14 DTCTV FLT GAS	2,825.50
			110-02-52102-345-000	02/14 DTCTV FLT MNT	1,089.17
			110-02-52109-341-000	02/14 SCU(KDOG) GAS	1,079.72
			110-02-52109-345-000	02/14 SCU(KDOG) MNT	306.09
			110-02-52101-341-000	02/14 ADMN FLT GAS	257.90
			110-02-52101-345-000	02/14 ADMN FLT MNT	21.18
				..... CHECK TOTAL	35,218.13
136605	3/14	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	03/14/14 CITY SAL	39,305.38
			110-00-21562-000-000	03/14/14 CITY HRLY	10,346.80
			110-00-21562-000-000	03/14/14 WATER SAL	5,984.00
			110-00-21562-000-000	03/14/14 LIBRARY SAL	5,630.89
			110-00-21562-000-000	03/14/14 WATER HRLY	3,560.87
				..... CHECK TOTAL	64,827.94

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
136606	3/14	KENOSHA CO HUMANE SOCIETY	110-04-54102-254-000	03/14-ANIMAL CONTROL	12,066.84
136607	3/14	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	03/14/14 CITY SAL	897.70
			110-00-21541-000-000	03/14/14 LIBRARY SAL	234.00
			110-00-21541-000-000	03/14/14 WATER SAL	183.92
				..... CHECK TOTAL	1,315.62
136608	3/14	LABOR PAPER, THE	110-01-50101-321-000	02/14 CT READ ORDS	18.16
			110-01-50301-219-000	02/14 LE VIZENOR	8.74
			110-01-50301-219-000	02/14 LE L.COLON	8.36
				..... CHECK TOTAL	35.26
136609	3/14	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	1/12/14 W/C	2,341.88
			110-09-56405-161-000	1/22/14 W/C	666.60
			110-09-56405-161-000	12/29/13 W/C	359.91
			110-09-56405-161-000	12/29/13 W/C	168.43
			110-02-52101-219-000	LAB #14-025725	99.20
			110-02-52101-219-000	LAB #14-024262	49.60
				..... CHECK TOTAL	3,685.62
136610	3/14	KENOSHA NEWS	110-03-53107-321-000	01/14-PW SNOW REMOVA	105.84
136611	3/14	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	03/14/14 CITY SAL	83,529.00
			110-00-21563-000-000	03/14/14 WATER SAL	25.00
				..... CHECK TOTAL	83,554.00
136612	3/14	KENOSHA UNIFIED SCHOOL	110-05-55109-221-000	01/14-AMECHE ELECTR	121.20
136613	3/14	M A TRUCK PARTS	630-09-50101-393-000	02/14-CE MATERIALS/S	2,462.88
			520-09-50201-347-000	02/14-TD MATERIALS &	1,583.36
			110-03-53107-344-000	02/14-ST MATERIALS &	1,329.94
			632-09-50101-246-000	02/14-CE MATERIALS &	304.86
				..... CHECK TOTAL	5,681.04
136614	3/14	MINNESOTA LIFE INSURANCE	110-00-21533-000-000	04/14 PREMIUM	10,887.19
			110-09-56304-156-000	04/14 PREMIUM	5,488.64
			110-00-15601-000-000	04/14 PREMIUM	1,354.33
			110-00-15201-000-000	04/14 PREMIUM	939.30
			520-09-50101-156-000	04/14 PREMIUM	416.10
			110-00-15202-000-000	04/14 PREMIUM	278.04
			631-09-50101-156-000	04/14 PREMIUM	218.18
			632-09-50101-156-000	04/14 PREMIUM	141.71
			110-00-14401-000-000	04/14 PREMIUM	98.45
			520-09-50105-156-000	04/14 PREMIUM	97.75
			520-09-50201-156-000	04/14 PREMIUM	40.04
			630-09-50101-156-000	04/14 PREMIUM	26.17
			501-09-50101-156-000	04/14 PREMIUM	24.37
			520-09-50401-156-000	04/14 PREMIUM	21.06
			521-09-50101-156-000	04/14 PREMIUM	19.87

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			520-09-50301-156-000	04/14 PREMIUM	16.82
			520-09-50403-156-000	04/14 PREMIUM	14.52
			501-09-50103-156-000	04/14 PREMIUM	3.50
				..... CHECK TOTAL	20,086.04
136615	3/14	MONROE TRUCK EQUIPMENT	630-09-50101-393-000	02/14 PARTS & MATERI	1,625.00
			630-09-50101-393-000	02/14 PARTS & MATERI	696.94
			630-09-50101-393-000	02/14 PARTS & MATERI	166.60
				..... CHECK TOTAL	2,488.54
136616	3/14	TRAFFIC & PARKING CONTROL CO	110-02-52203-344-000	FD GPS EQUIPMENT	915.14
136617	3/14	KENOSHA COUNTY	110-02-52105-283-000	03/14 RENT	11,566.67
136618	3/14	WE ENERGIES	520-09-50301-222-000	#11 01/30-03/02	8,759.52
			520-09-50301-221-000	#11 01/31-03/04	8,462.33
			110-01-51801-222-000	#11 01/29-02/28	6,769.93
			110-01-51801-221-000	#11 01/30-02/28	5,544.71
			110-03-53103-222-000	#11 01/28-02/26	4,832.10
			110-03-53116-222-000	#11 01/29-02/27	3,464.19
			521-09-50101-222-000	#11 02/02-03/03	2,989.73
			633-09-50101-222-000	#11 01/29-02/28	2,770.34
			521-09-50101-221-000	#11 02/02-03/03	2,658.75
			110-02-52203-222-000	#11 01/27-02/25	2,455.57
			632-09-50101-222-000	#11 01/30-02/26	1,989.12
			520-09-50401-221-000	#11 12/26-02/28	1,904.24
			521-09-50101-221-000	#11 01/31-03/03	1,780.95
			110-02-52203-222-000	#11 02/02-03/03	1,760.64
			110-05-55109-222-000	#11 01/28-02/26	1,741.99
			110-03-53109-221-000	#11 01/30-03/02	1,610.51
			110-02-52203-222-000	#11 01/29-02/27	1,387.30
			110-05-55109-221-000	#11 01/30-02/26	1,226.90
			110-03-53103-221-000	#11 01/28-02/26	1,190.58
			110-02-52203-221-000	#11 01/28-02/26	1,140.84
			520-09-50401-222-000	#11 01/27-02/25	1,003.70
			110-03-53109-221-000	#11 02/03-03/04	945.84
			110-02-52203-221-000	#11 02/02-03/03	864.54
			110-02-52203-222-000	#11 01/28-02/26	777.75
			110-03-53109-221-000	#11 02/02-03/03	740.94
			110-03-53109-221-000	#11 01/29-02/26	735.80
			110-02-52110-221-000	#11 01/29-02/27	723.19
			110-03-53109-221-000	#11 01/29-02/27	683.27
			110-01-51802-221-000	#11 912 35TH ST	622.86
			110-03-53109-221-000	#11 01/07-02/05	565.15
			110-03-53109-221-000	#11 01/28-02/26	429.49
			110-05-55111-221-000	#11 01/29-02/27	242.82
			110-02-52110-222-000	#11 01/29-02/27	230.72
			110-05-55109-221-000	#11 01/29-02/27	174.74
			110-05-55109-221-000	#11 01/15-02/13	102.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-05-55111-221-000	#11 01/30-02/28	84.04
			110-05-55109-221-000	#11 02/03-03/04	57.77
			521-09-50101-221-000	#11 01/02-03/03	21.88
			110-05-55109-221-000	#11 01/30-03/02	20.95
			110-01-51802-221-000	#11 2210 52ND ST	19.31
			110-03-53103-221-000	#11 01/29-02/27	18.27
			110-05-55109-222-000	#11 01/30-03/02	9.61
			110-05-55102-221-000	#11 01/30-03/02	9.46
			110-05-55111-222-000	#11 01/29-02/28	9.30
			110-05-55111-222-000	#11 01/29-02/27	8.99
			110-02-52103-222-000	#11 02/03-03/04	8.99
				..... CHECK TOTAL	73,551.62
136619	3/14	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	03/14/14 DEDUCTION	288.23
136620	3/14	DATA FINANCIAL BUSINESS	110-01-51101-311-000	INK ROLLER-SIGNER	109.63
136621	3/14	KENOSHA WATER UTILITY	461-11-51401-581-000	4627 37TH AVE-UTILS	50.25
			461-11-51401-581-000	4717 36TH AVE-UTILS	25.40
				..... CHECK TOTAL	75.65
136622	3/14	WISCONSIN FUEL & HEATING	630-09-50101-392-000	02/14 CE DIESEL FUEL	25,832.81
136623	3/14	BROOKS TRACTOR, INC.	630-09-50101-393-000	02/14 SE #8514 PARTS	943.53
			630-09-50101-393-000	02/14 SE #2216 PARTS	914.21
			630-09-50101-393-000	02/14 SE PARTS & MAT	477.53
			630-09-50101-393-000	02/14 SE #2344 PARTS	282.36
			630-09-50101-393-000	03/14 SE PARTS & MAT	195.15
				..... CHECK TOTAL	2,812.78
136624	3/14	CURTIS INDUSTRIES, INC	630-09-50101-393-000	02/14 SE FASTENERS	888.25
136625	3/14	DON'S AUTO PARTS	630-09-50101-393-000	02/14 SE #2991 PARTS	739.50
			520-09-50201-347-000	02/14 TD PARTS & MAT	211.99
				..... CHECK TOTAL	951.49
136626	3/14	LOWE'S	110-02-52203-382-000	02/14 MERCHANDISE	58.64
136627	3/14	CHASE BANK KENOSHA	110-00-21513-000-000	03/14/14 DEDUCTIONS	217,230.85
			110-00-21511-000-000	03/14/14 DEDUCTIONS	83,716.75
			110-00-21612-000-000	03/14/14 DEDUCTIONS	83,716.58
			110-00-21514-000-000	03/14/14 DEDUCTIONS	25,379.43
			110-00-21614-000-000	03/14/14 DEDUCTIONS	25,379.20
				..... CHECK TOTAL	435,422.81
136628	3/14	CHASE BANK KENOSHA	761-00-21513-000-000	02/14 KCM DEDUCTS	592.00
			761-09-50101-158-000	02/14 KCM DEDUCTS	353.34
			761-00-21511-000-000	02/14 KCM DEDUCTS	353.34
			761-00-21514-000-000	02/14 KCM DEDUCTS	82.64

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			761-09-50101-158-000	02/14 KCM DEDUCTS	82.63
				..... CHECK TOTAL	1,463.95
136629	3/14	ZILSKE LAW FIRM S C	110-09-56405-212-000	12/13-2/14 W/C	404.00
136630	3/14	NEHER ELECTRIC SUPPLY	630-09-50101-393-000	02/14-SE PHILLIPS LA	2,969.88
136631	3/14	FEDEX	110-01-51306-312-000	02/20 AD WIS DOT	22.55
136632	3/14	OFFICEMAX	110-01-52001-311-000	02/14 MC #2789 OFFC	218.32
			630-09-50101-393-000	02/14 CE POSTERS	49.49
			110-03-53116-311-000	02/14 PW #2787 OFFC	37.74
			110-01-50101-311-000	02/14 CT #2788 OFFC	36.12
			110-01-50901-311-000	02/14 AS #2790 OFFC	19.38
			110-01-51303-311-000	02/14 HR #2784 OFFC	15.29
			521-09-50101-311-000	02/14 AR #2785 OFFC	11.46
				..... CHECK TOTAL	387.80
136633	3/14	CHEMSEARCH	110-03-53107-341-000	MAXI LUBE RED	785.63
136634	3/14	MER-MADE FILTER OF SC	110-05-55111-235-000	DE FILTERS	2,267.00
136635	3/14	LINCOLN CONTRACTORS SUPPLY	501-09-50105-367-000	02/14-SW TOOLS/SUPPL	288.00
			110-05-55109-361-000	02/14-PA TOOLS/SUPPL	137.00
			110-03-53103-361-000	02/14-ST TOOLS/SUPPL	93.26
				..... CHECK TOTAL	518.26
136636	3/14	KENOSHA FIREFIGHTER C.A.R.E.	110-00-21564-000-000	03/14/14 DEDUCTS	715.00
136637	3/14	INTERSPIRO	110-02-52203-235-000	02/14-FD SCBA PARTS	963.90
			110-02-52203-235-000	02/14-FD SCBA PARTS	158.64
				..... CHECK TOTAL	1,122.54
136638	3/14	ZIEN SERVICE, INC.	110-02-52203-246-000	02/14-FD#7 BACKFLOW	184.50
136639	3/14	SCHOONE, LEUCK, KELLEY,	110-09-56405-212-000	3/11/14 W/C	3,330.36
136640	3/14	PARKSIDE TRUE VALUE HARDWARE	110-02-52203-382-000	02/14-FD MERCHANDISE	80.91
			110-02-52203-344-000	02/14-FD MERCHANDISE	48.73
				..... CHECK TOTAL	129.64

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
136641	3/14	VERMEER SALES & SERVICE	630-09-50101-393-000	02/14 PARTS/SERVICES	34.45
136642	3/14	MESSERLI & KRAMER P.A.	110-00-21581-000-000	03/14/14 DEDUCTION	473.04
			110-00-21581-000-000	03/14/14 DEDUCTION	249.13
				..... CHECK TOTAL	722.17
136643	3/14	MANDLIK & RHODES	501-09-50102-219-000	02/14 YW COUPON ADMN	350.00
			501-09-50102-219-000	02/14 YW COUPON PRG	36.52
				..... CHECK TOTAL	386.52
136644	3/14	HUMANA CLAIMS	611-09-50101-155-527	03/04/14 MED CLAIMS	62,242.07
			611-09-50101-155-527	03/05/14 MED CLAIMS	19,822.68
			611-09-50101-155-527	03/06/14 PHARMACY	8,205.36
			611-09-50101-155-527	03/05/14 PHARMACY	4,267.58
			611-09-50101-155-527	03/04/14 PHARMACY	1,911.61
			611-09-50101-155-527	03/06/14 MED CLAIMS	815.75
				..... CHECK TOTAL	97,265.05
136645	3/14	HUMANA CLAIMS	611-09-50101-155-527	03/11/14 MED CLAIMS	156,225.17
			611-09-50101-155-527	03/10/14 MED CLAIMS	59,388.29
			611-09-50101-155-527	03/07/14 MED CLAIMS	43,407.48
			611-09-50101-155-527	03/10/14 PHARMACY	6,204.02
			611-09-50101-155-527	03/07/14 PHARMACY	3,115.43
			611-09-50101-155-527	03/11/14 PHARMACY	1,694.94
				..... CHECK TOTAL	270,035.33
136646	3/14	AUTO ZONE INC.	630-09-50101-393-000	01/14 SE PARTS/SUPPL	5.00
136647	3/14	FRONTIER	110-02-52203-225-000	2/22-3/21/14-FIRE	41.66
136648	3/14	HUMANA INSURANCE CO	611-09-50101-155-517	03/14 PREMIUM	101,386.88
			611-09-50101-155-518	03/14 PREMIUM	34,072.64
			611-09-50101-155-519	03/14 PREMIUM	3,799.04
			611-09-50101-155-518	03/14 PREMIUM	11.20CR
			611-09-50101-155-519	02/14 ADJUSTMENT	49.28CR
			611-09-50101-155-518	02/14 ADJUSTMENT	439.14CR
			611-09-50101-155-517	02/14 ADJUSTMENT	1,307.67CR
				..... CHECK TOTAL	137,451.27
136649	3/14	CUMMINS NPOWER, LLC	520-09-50201-347-000	02/14 TD PARTS/SERVI	1,815.73
			520-09-50201-347-000	02/14 TD PARTS/SERVI	445.85
			520-09-50201-347-000	02/14 TD PARTS/SERVI	417.75
			520-09-50201-347-000	02/14 TD PARTS/SERVI	125.55
			520-09-50201-347-000	02/14 TD PARTS/SERVI	31.01
			520-09-50201-347-000	02/14 TD PARTS/SERVI	30.82
			520-09-50201-347-000	02/14 TD PARTS/SERVI	23.40
			520-09-50201-347-000	02/14 TD CREDIT	77.00CR
			520-09-50201-347-000	02/14 TD CREDIT	93.50CR
			520-09-50201-347-000	02/14 TD PARTS/SERVI	352.35CR

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			520-09-50201-347-000	02/14 TD PARTS/SERVI	561.00CR
			520-09-50201-347-000	01/14 TD PARTS/SERVI	561.00CR
				..... CHECK TOTAL	1,245.26
136650	3/14	EMERGING COMMUNITIES CORP	420-11-51310-589-000	03/14 SERVICES	2,500.00
136651	3/14	WASTE MANAGEMENT OF WI	110-03-53117-253-416	02/14 822.18 TONS	19,896.76
			110-03-53117-253-416	02/14 WDNR TONNAGE	10,688.34
			110-03-53117-253-416	02/14 FUEL SURCHARGE	1,845.01
			110-03-53117-253-417	02/14 45.58 TONS	1,103.04
			110-03-53117-253-417	02/14 6 COMPCT PULLS	1,042.80
			501-09-50104-253-000	02/14 29.87 TONS	722.85
			110-03-53117-253-417	02/14 COMPACTR RENT	657.33
			110-03-53117-253-417	02/14 WDNR TONNAGE	577.33
			501-09-50104-253-000	02/14 WDNR TONNAGE	388.31
			110-03-53117-253-416	02/14 ENVIRO SURCHG	258.00
			110-03-53117-253-417	02/14 FUEL SURCHARGE	199.65
			501-09-50104-253-000	02/14 FUEL SURCHARGE	67.68
			110-03-53117-253-417	02/14 ENVIRO SURCHG	36.00
			501-09-50104-253-000	02/14 ENVIRO SURCHG	12.00
				..... CHECK TOTAL	37,495.10
136652	3/14	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	03/14/14 DEDUCTION	32.18
136653	3/14	JENSEN TOWING	110-02-52103-219-000	02/14-#14-014502 TOW	45.00
136654	3/14	JANTZ'S YARD 4 AUTOMOTIVE	110-02-52103-219-000	02/14-#14-015387 TOW	15.00
136655	3/14	LETTERING MACHINE	110-02-52206-367-000	02/14-FD CLOTHING	910.00
			110-02-52206-367-000	02/14-FD CLOTHING	200.00
				..... CHECK TOTAL	1,110.00
136656	3/14	PELION BENEFITS, INC.	110-00-21517-000-000	3/1-15/14 DEDUCTS	2,125.60
136657	3/14	APPLIED ECOLOGICAL SERVICES	403-11-51110-219-000	DESIGN SERVICES	2,995.50
136658	3/14	MARTIN PETERSEN COMPANY,INC.	520-09-50401-246-000	1 OF 4 PM PROGRAM	292.00
			520-09-50201-246-000	02/14 TD HVAC, PLUMB	243.20
				..... CHECK TOTAL	535.20

START DATE FOR SUMMARY: 3/01 END DATE FOR SUMMARY: 3/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
136659	3/14	JOHNSON BANK	110-00-21532-000-000	03/14/14 CITY SAL	25,019.43
			110-00-21532-000-000	03/14/14 WATER SAL	3,522.41
			110-00-21532-000-000	03/14/14 LIBRARY SAL	1,315.00
			110-00-21532-000-000	03/14/14 CITY HRLY	1,265.00
			110-00-21532-000-000	03/14/14 WATER HRLY	404.62
				..... CHECK TOTAL	31,526.46
136660	3/14	CARQUEST AUTO PARTS	520-09-50201-347-000	02/14 TD-PARTS/MTRL	350.18
			520-09-50201-347-000	02/14 TD-PARTS/MTRL	350.18
			520-09-50201-347-000	02/14 TD-CORE RETRN	20.00CR
				..... CHECK TOTAL	680.36
136661	3/14	FOSTER COACH SALES, INC.	206-02-52205-344-000	02/14 FD REPAIR PART	276.73
136662	3/14	CHAPTER 13 TRUSTEE	110-00-21581-000-000	03/14/14 DEDUCTION	743.00
			110-00-21581-000-000	03/14/14 DEDUCTION	419.00
			110-00-21581-000-000	03/14/14 DEDUCTION	400.00
			110-00-21581-000-000	03/14/14 DEDUCTION	104.00
			110-00-21581-000-000	03/14/14 DEDUCTION	87.00
			110-00-21581-000-000	03/14/14 DEDUCTION	45.00
				..... CHECK TOTAL	1,798.00
136663	3/14	OLIVER ADJUSTMENT COMPANY	110-00-21581-000-000	03/14/14 DEDUCTION	450.14
136664	3/14	FORCE AMERICA	630-09-50101-393-000	01/14 SE PARTS/MATER	1,781.26
136665	3/14	SHERWIN INDUSTRIES	110-03-53103-355-000	02/14-ST COLD PATCH	2,280.60
136666	3/14	WIS SCTF	110-00-21581-000-000	03/14/14 SAL DEDUCT	10,250.11
			110-00-21581-000-000	03/14/14 HRLY DEDCT	640.30
				..... CHECK TOTAL	10,890.41
136667	3/14	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	03/14/14 DEDUCTION	278.00
			110-00-21581-000-000	03/14/14 DEDUCTION	128.40
				..... CHECK TOTAL	406.40
136668	3/14	AUTO GLASS SPECIALISTS, INC.	110-02-52103-344-000	02/14 PD #3146 GLASS	256.89
136669	3/14	CARE-PLUS DENTAL PLANS, INC	611-09-50101-155-525	04/14 PREMUIM	49,552.16
			611-09-50101-155-525	03/14 ADJUSTMENT	164.08CR
				..... CHECK TOTAL	49,388.08

START DATE FOR SUMMARY: 3/01 END DATE FOR SUMMARY: 3/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
136670	3/14	TIME WARNER CABLE	110-01-51102-233-000	03/14 AIRPORT-ROADRU	139.95
			521-09-50101-219-000	03/14 CABLE CONTRACT	10.88
				..... CHECK TOTAL	150.83
136671	3/14	CINTAS CORP	632-09-50101-259-000	02/14 SE-UNIFORM/GLV	519.71
			520-09-50201-367-000	02/14 TD-UNIFORM/GLV	357.80
			110-02-52203-259-000	02/14 FD-UNIFORM/GLV	210.65
				..... CHECK TOTAL	1,088.16
136672	3/14	ENTRANCE SYSTEMS	521-09-50101-249-000	01/14 AR GATE REPAIR	161.00
136673	3/14	MUNCIE TRANSIT SUPPLY	520-09-50201-347-000	02/14-TD COACH PARTS	100.00
136674	3/14	TASER INTERNATIONAL	110-02-52103-365-000	HOLSTER, BLACKHAWK,	3,179.00
			110-02-52103-365-000	HOLSTER, BLACKHAWK,	2,587.50
			110-02-52103-365-000	X26 TRADE IN TASERS	4,000.00CR
				..... CHECK TOTAL	1,766.50
136675	3/14	IAFF/NATIONWIDE	110-00-21574-000-000	03/1-15/14 CONTRIBS	19,771.32
136676	3/14	GANDER MOUNTAIN	110-02-52103-365-000	02/14-PD SUPPLIES/EQ	126.75
136677	3/14	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	03/1-15/14 CONTRIBS	6,988.33
136678	3/14	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000	1/29/14 W/C	352.80
			110-09-56405-161-000	12/5/13 W/C	72.90
				..... CHECK TOTAL	425.70
136679	3/14	IOD INCORPORATED	110-09-56405-161-000	2/28/14 W/C	8.37
136680	3/14	IHC - KENOSHA RADIOLOGY LLC	110-09-56405-161-000	1/12/14 W/C	41.65
136681	3/14	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	1/22/14 W/C	317.90
			110-09-56405-161-000	12/29/13 W/C	272.85
				..... CHECK TOTAL	590.75
136682	3/14	AURORA HEALTH CARE	110-09-56405-161-000	1/30/14 W/C	216.96
136683	3/14	HEALTH SYSTEMS INTERNATIONAL	110-09-56405-161-000	1/12/14 W/C	85.88
			110-09-56405-161-000	12/30/13 W/C	60.11
				..... CHECK TOTAL	145.99

START DATE FOR SUMMARY: 3/01 END DATE FOR SUMMARY: 3/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
136684	3/14	ENCORE UNLIMITED LLC	520-09-50101-161-000	2/10-28/14 W/C	726.08
136685	3/14	TRUST ACCOUNT-GREGORY PITTS	110-09-56405-161-000	MED EXPS-E MERTEN	16,792.79
136686	3/14	ACCURATE TITLE & CLOSINGS LL	110-00-21106-000-000	2013 TAX REFUND	10.14
136687	3/14	SAF PETROLEUM INC	110-00-21106-000-000	2013 TAX REFUND	3.04
136688	3/14	D.A.S. AUTO REPAIR	110-00-21106-000-000	2013 TAX REFUND	3.53
136689	3/14	D-D TIRE AND SERVICE LLC	110-00-21106-000-000	2013 TAX REFUND	2.12
136690	3/14	UNITED AUTO BODY WORKS	110-00-21106-000-000	2013 TAX REFUND	1.63
136691	3/14	COVE REALTY	110-00-21106-000-000	2013 TAX REFUND	2.65
136692	3/14	CALMAR LEASING INC	110-00-21106-000-000	2013 TAX REFUND	2.65
136693	3/14	MADRIGRANO, AIELLO AND	110-00-21106-000-000	2013 TAX REFUND	7.01
136694	3/14	MD, MICHAEL S BIRNDORF	110-00-21106-000-000	2013 TAX REFUND	2.29
136695	3/14	CUSTOM INTERIORS LLC	110-00-21106-000-000	2013 TAX REFUND	2.21
136696	3/14	EMPLOYMENT SERVICE CONNECT	110-00-21106-000-000	2013 TAX REFUND	4.41
136697	3/14	PETER JANOVICZ DDS	110-00-21106-000-000	2013 TAX REFUND	11.01
136698	3/14	HOFFMAN, ERIC	110-00-21106-000-000	2013 TAX REFUND	2.24
136699	3/14	SHANAHAN, TINA	110-00-21106-000-000	2013 TAX REFUND	73.60
136700	3/14	MERTEN, EUGENE	110-09-56405-166-000	PYMT-ORDER 2/25/14	9,876.85

GRAND TOTAL FOR PERIOD ********** 5,281,412.73

ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR.
SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS
MICHAEL M. LEMENS, P.E., DIRECTOR
SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

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

March 12, 2014

To: Eric Haugaard, Chairman,
Public Works Committee

From: Shelly Billingsley, P.E. Shelly Billingsley
Deputy Director of Public Works/City Engineer

Subject: Acceptance of Project 12-1027 Epoxy Pavement Markings

Location: Citywide

Please be advised that the above referenced project has been satisfactorily completed by Century Fence Company, Waukesha, Wisconsin. This project consisted of placing epoxy pavement markings over existing markings at various locations throughout the City.

It is recommended that the project be accepted in the final amount of $65,500. Original contract amount was $65,500. This is a quantities and unit cost contract. Actual work will be adjusted to commensurate with available funding and will not exceed the budgeted amount. Funding was from CIP Line Items IN-09-002 and IN-93-002.

SAB/kjb