

AGENDA
KENOSHA COMMON COUNCIL
KENOSHA, WISCONSIN
Council Chambers – Room 200 – Kenosha Municipal Building
Monday, April 18, 2011
7:00 P.M.

CALL TO ORDER
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE

Approval of the minutes of the meeting held April 4, 2011.

Matters referred to the Committees by the Mayor.

Presentation, Commendations and Awards by Mayor.

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

CITIZENS' COMMENTS

A. REFERRALS

TO THE COMMITTEE ON FINANCE

TO THE PUBLIC WORKS COMMITTEE

TO THE PUBLIC SAFETY AND WELFARE COMMITTEE

TO THE CITY PLAN COMMISSION

- A.1. Proposed Ordinance To Repeal and Recreate Section 16.03 & Section 16.11 of the Zoning Ordinance Regarding Administration, Special Exceptions and Appeals Regarding the Fence Code.

B. COMMUNICATIONS, PETITIONS, REPORTS OF DEPARTMENTS

- B.1. Approval of the following applications per list on file in the Office of the City Clerk:
- a. _____ Operator's (Bartenders) license(s).
 - b. _____ Transfer of Agent Status of Beer and/or Liquor license(s).
 - c. _____ Special Class "B" Beer and/or Special "Class B" Wine license(s).
 - d. _____ Taxi Driver License(s).

C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS

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

- C.1. Approve the following applications for new Operator's (*Bartender*) licenses, subject to:
- a. Liberty Collins (20 demerit points)
 - b. David Blanck (20 demerit points)
 - c. Patrick Profita (20 demerit points)
 - d. Stephanie Marquez (20 demerit points)
 - e. Drew Cantwell (40 demerit points)
 - f. Danielle Shilkus (40 demerit points)
- (L/P-Ayes 3: Noes 0) **HEARING** [go to backup](#)
- C.2. **DENY** application for Katelyn Bielfeldt for a new Operator's (*Bartender*) licenses, based on **material police record**. (L/P-Ayes 2: Noes 1) **HEARING** [go to backup](#)
- C.3. **DENY** the following applications for new Operator's (*Taxi Driver's*) licenses,
- a. Elisa Leal (based on **material police record**)
 - b. V. Lee Ingram (based on **material police record**)
 - c. Scott Groleau (based on **material police record**)
- (L/P-Ayes 3: Noes 0) **HEARING** [go to backup](#)
- C.4. Approve application of Jana L. Bonner, for a request to change the closing hour to midnight on the Outdoor Extension of the Class "B" Beer/"Class B" Liquor License located at 9048 Sheridan Road (*Final Inning*).
(L/P-Ayes 4: Noes 0) **HEARING** [go to backup](#)
- C.5. Approve application of Yolanda Green/Derosier, for a Public Entertainment License located at 3010 Roosevelt Road, (*Children's Recreational Club DF8*). (L/P-Ayes 2: Noes 1) **HEARING** [go to backup](#)
- C.6. Approve application of Anna Renee Szymczak, for an Amusement & Recreation Enterprise Supervisor License, subject to 50 demerit points. (L/P-Ayes 3: Noes 0) **HEARING** [go to backup](#)
- C.7. **DENY** application of Bonnie Mirkiewicz, for a Secondhand Article Dealer License located at 5000 - 7th Avenue (*Forever Grateful*), based on lack of occupancy permit and operating without a Secondhand Article Dealer License. (L/P-Ayes 3: Noes 0) **HEARING** [go to backup](#)

- C.8. Approve 2 Renewal applications for Scrap Salvage Collector & Recycling Activity Center licenses with No Adverse Recommendations per List on File in the Office of the City Clerk. (L/P-Ayes 3: Noes 0) **HEARING**
[go to backup](#)
- C.9. Approve the Amended Order with Respect to the Recurring Pattern of Disorderly Conduct at 2506 - 52nd Street, (*Gerolmo's Tavern, Inc.*). (L/P-Ayes 4: Noes 1) **HEARING CLOSED SESSION: The Common Council may go into Closed Session regarding this item, pursuant to §19.85(1) Wisconsin Statutes.** [go to backup](#)

D. ORDINANCES 1st READING

- D.1. By Alderpersons Anthony Nudo, Lawrence Green, Michael J. Orth & Theodore A. Ruffalo - To Repeal and Recreate Subsection 11.023 (*of the Code of General Ordinances*) Regarding the Placing of Harassing Calls or Intentionally Emulate the Caller Identification of Another. (PSW-Ayes 4:Noes 1) [go to backup](#)
- D.2. By Alderperson Anthony Nudo - To Renumber Section 4.08 Regarding Penalties as Section 4.09 and to Create section 4.08 (*of the Code of General Ordinances*) Regarding Disclosure of Health Care Costs. (PSW-Recommendation Pending) [go to backup](#)

E. ZONING ORDINANCES 1st READING

- E.1. By the Mayor - To Repeal and Recreate Various Section(s) (*of the Zoning Code for the City of Kenosha*) Regarding Permitted Uses in Residential Districts to Exempt Residential Facilities for Eight or Fewer Disabled Individuals from Certain Statutory Requirements. (CP-Recommendation Pending) [go to backup](#)

F. ORDINANCES 2nd READING

- F.1. By Alderperson Theodore Ruffalo - To Repeal and Recreate Section 10.076 in its Entirety as Section 10.077 Regarding Unobstructed View of Interior Premises and to Create Section 10.076 (*of the Code of General Ordinances*) Entitled Outdoor Cafe of a "Class B", Class "B" and/or "Class C" Licensed Premises in a Public Right-of-Way. (LP-Ayes 4: Noes 0) **PUBLIC HEARING**
[go to backup](#)
- F.2. By Alderperson Michael Orth, Rocco LaMacchia, Jesse Downing, Jan Michalski, Theodore Ruffalo and Eric Haugaard- To Renumber Section 11.025 as 11.053; to Create Section 11.025 (*of the Code of General Ordinances*) Entitled Social Host. (PSW-Ayes 5: Noes 0) **PUBLIC HEARING**
[go to backup](#)

- F.3. By Alderpersons Ray Misner, Theodore Ruffalo, and Lawrence Green - To Repeal and Recreate Section 13.07 in its Entirety as Section 13.15 Regarding Taxicabs and Drivers; to Create Section 13.07 (*of the Code of General Ordinances*) Entitled Public Passenger Vehicle Regulation. (LP-PULLED-No Recommendation) **PUBLIC HEARING go to backup**
- F.4. By the Mayor - To Repeal and Recreate Section 13.03 Q. (*of the Code of General Ordinances*) Entitled Peddlers. (LP-Ayes 4: Noes 0) **PUBLIC HEARING go to backup**
- F.5. By the Mayor - To Repeal Chapter XXIX in its Entirety and to Repeal Section 30.07 (*of the Code of General Ordinances*) Regarding Financial Disclosure. (Fin.-Recommendation Pending) **PUBLIC HEARING go to backup**
- F.6. By the Mayor - To Repeal and Recreate Subsection 3.05.A. (*of the Code of General Ordinances*) Entitled "Duties" (*Annual Fire Prevention Inspection Fee*). (Fin.-Ayes 3:Noes 2; PSW-DEFER FOR 120 DAYS-Ayes 4:Noes 0) **PUBLIC HEARING go to backup**

G. ZONING ORDINANCES 2nd READING

H. RESOLUTIONS

- H.1. By Finance Committee – To Levy Special Assessments Upon Various Parcels of Property Located in the City per List on File in the Office of the City Clerk:
- a. Miscellaneous Assessment - \$350.00
 - b. Boarding and Securing - \$660.57
 - c. Property Maintenance Reinspection Fees - \$1,264.00
 - d. Trash & Debris (*Health*) – \$3,089.60
- (Fin.-Recommendation Pending) **HEARING go to backup**
- H.2. By Public Works Committee - To Order the Cost of Public Sidewalk and/or Driveway Approach Construction and/or Replacement to be Specially Assessed to Abutting Property (*32nd Avenue - 60th Street to 55th Street, Taft Road – Pershing Blvd to 39th Avenue, 88th Place - 47th Avenue to 43rd Avenue, 81st Street - 25th Avenue to 22nd Avenue, 25th Avenue - 32nd Street to 31st Street*) (5th, 11th, 13th 14th & 15th Districts) (PW-Ayes 4: Noes 0) **PUBLIC HEARING go to backup**
- H.3. By Public Works Committee - Intent to Assess for Project 11-1208 Sidewalk and Curb/Gutter Program (*Citywide Locations*) for Hazardous Sidewalk and/or Driveway Approach Repair Only. (All Districts) (PW-Ayes 4: Noes 0) **go to backup**

- H.4. By Public Works Committee – To Grant a Permanent Limited Easement for Parcel 16, Plat of Right-of-Way Required for 39th Avenue from 24th Street to 18th Street in Accordance with Resolution of Relocation Order # 161-10 (Fin & PW-Recommendation Pending) [go to backup](#)
- H.5. By Alderperson David F. Bogdala, Anthony Nudo and Lawrence Green- To Amend the City of Kenosha Capital Improvement Program for 2010 by Decreasing Line RA95-001, "General Acquisition" in the Amount of \$113,938.42 and Decreasing Lines RA95-001 for 2011 through 2015 in the Amounts of \$225,000.00 for Each Year for a Net Reduction of \$1,238,938.42 and to Request Return of Funds from the Redevelopment Authority. (Fin.-Recommendation Pending) [go to backup](#)

I. APPOINTMENTS/REAPPOINTMENTS BY THE MAYOR

- I.1. Appointment of Robert Hayden to the City Plan Commission for a term to expire May 1, 2013. [go to backup](#)

J. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

K. OTHER CONTRACTS AND AGREEMENTS

- K.1. Lease Agreement Between the City and Kenosha Area Business Alliance, Inc. for Property at 55th Street and 6th Avenue (District #2). (Fin-Recommendation Pending) [go to backup](#)
- K.2. Proposed Extension of the Intergovernmental Agreement executed by the Menominee Indian Tribe of Wisconsin, the Menominee Kenosha Gaming Authority, City of Kenosha and the County of Kenosha. (Fin-Recommendation Pending) . **PUBLIC HEARING** [go to backup](#)
- K.3. Agreement for Professional Services Emergency Medical Service User Fee Billing Services By and Between the City of Kenosha and EMS Medical Billing Associates, LLC. (Fin-Recommendation Pending) [go to backup](#)

L. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

- L.1. Disbursement Record #6 – \$7,180,846.72. (Fin.-Recommendation Pending) [go to backup](#)

- L.2. Approval of Offering Price for Fee Acquisition and Easements for Project 10-1025 38th Street Reconstruction – Phase IV. (16th District) (Fin.-Recommendation Pending, PW-Ayes 4:Noes 0) [go to backup](#)
- L.3. Approval of Right-of-Way Acquisition for Permanent Limited Easement (39th Ave from 18th Street to 24th Street, Parcels 1,2,3,4,5,9,10). (5th District) (Fin.-Recommendation Pending, PW-Parcel 1-DENIED-Ayes 4:Noes 0; Parcels 2,3,4,5,9,10-Approved-Ayes 4:Noes 0) [go to backup](#)
- L.4. Proposed settlement of Litigation Regarding Crabtree Residential Living, Inc., et al. v. City of Kenosha et al., 10CV691(United States District Court for the Eastern District of Wisconsin) (Fin-Recommendation Pending)
CLOSED SESSION: The Common Council may go into Closed Session regarding this item, pursuant to §19.85(1)(g) Wisconsin Statutes.
[go to backup](#)
- L.5. Claim of Antonia Badura, et.al. v. the City of Kenosha , et.al. (Fin.-Recommendation Pending) **CLOSED SESSION: The Common Council may go into Closed Session regarding this item, pursuant to §19.85(1)(g) Wisconsin Statutes.** [go to backup](#)

M. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

N. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC SAFETY & WELFARE

O. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS

OTHER

Election of Common Council President for 2011-2012. *(In accordance with Section 1.03 B. Code of General Ordinances ...in off-election years, the President shall be appointed at the second regular meeting during the month of April)*

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

LEGISLATIVE REPORT
MAYOR'S COMMENTS
ALDERMEN'S COMMENTS



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

**COMMON COUNCIL
OFFICIAL PROCEEDINGS**

Monday, April 4, 2011

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

**KENOSHA MUNICIPAL
BUILDING COUNCIL
CHAMBERS ROOM 200**

Monday, April 4, 2011

At a meeting of the Common Council held this evening, His Honor, Acting Mayor G. John Ruffolo presided. Alderperson Bogdala was seated as Council President. Acting Mayor Ruffolo advised he would be voting as an Alderperson this evening.

The meeting was called to order at 7:20 p.m.

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

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

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

It was moved by Alderperson LaMacchia, seconded by Alderperson Green, to approve the minutes of the meetings held March 14 and 21, 2011.

Motion carried unanimously.

One (1) Citizen spoke during Citizen's Comments: Floyd Asonwha.

**A. REFERRALS
TO THE COMMITTEE ON FINANCE**

TO THE PUBLIC WORKS COMMITTEE

TO THE PUBLIC SAFETY AND WELFARE COMMITTEE

A.1. Proposed Ordinance by Alderperson Anthony Nudo - To Repeal and Recreate Subsection 11.023 of the Code of General Ordinances Regarding Electronic Communication.

A.2. Proposed Ordinance by Alderman Anthony Nudo - To Renumber Section 4.08 Regarding Penalties as Section 4.09 and to Create section 4.08 of the Code of General Ordinances Regarding Disclosure of Health Care Costs.

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

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

- a. 19 applications for an Operator's (Bartenders) license, 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. 3 applications 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.

B.2. It was moved by Alderperson Kennedy, seconded by Alderperson Green, to receive and file the Communication Regarding the Voluntary Surrender of the Class "B" Beer/"Class C" Wine License of Golden Dragon Buffet, (Qing Hua Lin, Agent), 3442-52nd Street.

On a voice vote, motion carried.

C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS

C.1. It was moved by Alderperson Nudo, seconded by Alderperson Green, to Approve the following applications for new Operator's (Bartender) licenses, subject to:

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- 0 demerit points:
 - a. Leeann Behnke
- 20 demerit points:
 - b. Charity Christman
 - c. Michelle Steadman
 - d. Kyle Fonk
 - e. Timothy Cole
- 60 demerit points:
 - f. Destinee Cieply

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

C.2. It was moved by Alderperson Nudo, seconded by Alderperson Green, to approve application of BP of 75th Street, Inc., Kevin J. Stein, Agent, for a Class "A" Beer License located at 6500 - 75th Street, (BP), with Acceptance of Conditional Surrender of the Class "A" Beer License at the Same Location from KJS Amoco, Inc., Subject to 40 demerit points. (17th District)

A hearing was held. The applicant did not appear. On a voice vote, motion carried 10-6 (with Alderpersons Ruffalo, Michalski, Ruffolo, Misner, Prozanski and Orth voting nay).

It was moved by Alderperson Ruffalo, seconded by Alderperson Misner, to hold a hearing on items C.3 and C.4.

On a voice vote, motion carried.

The applicants, Eric Colon, Cobe LLC President, John Pasquali and Ronald Slaght were present and spoke.

C.3. It was moved by Alderperson Ruffalo, seconded by Alderperson Green, to defer the application of Cobe, LLC, Blanca O. Martinez, Agent, for a Class "B" Beer/"Class B" Liquor License located at 621-56th Street, (Hydrate Margarita Lounge) until June 30, 2011 or until a license is available. (2nd District)

On a voice vote, motion carried.

C.4. It was moved by Alderperson Ruffalo, seconded by Alderperson Green, to approve the application of John L. Pasquali for a Class "B" Beer/"Class B" Liquor License located at 504 - 57th Street (Sloooow Jo's). (2nd District)

On a voice vote, motion carried.

C.5. It was moved by Alderperson Ruffalo, seconded by Alderperson Michalski, to approve application of Gerber's Pub of Kenosha, Inc., for an Outdoor Extension of the Class "B" Beer/"Class B" Liquor License located at 719 - 50th Street (Champions Sports Bar) and Approve Request to Change the Closing Hours to Midnight. (2nd District)

A hearing was held. The applicant, Mark Gerber, spoke. On a voice vote, motion carried.

C.6. It was moved by Alderperson Haugaard, seconded by Alderperson Ruffalo, to approve the application of La Fogata, LLC, for an Outdoor Extension of the Class "B" Beer/"Class B" Liquor License located at 3300 Sheridan Road (La Fogata), and Approve Request to Change the Closing Hours to Midnight. (1st District)

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

C.7. It was moved by Alderperson Green, seconded by Alderperson Ruffalo, to approve the application of Bragados Banquets, LLC, (Marco Mendez, Agent) for a 1-day Cabaret License located at 4820 - 75th Street (Bragados Restaurant & Banquet Hall), for April 23, 2011, with No Adverse Recommendations subject to payment of re-inspection fees with Neighborhood Services and Inspections Department. (15th District)

A hearing was held. The applicant, Marco Mendez, was present. On a voice vote, motion carried.

C.8. It was moved by Alderperson Michalski, seconded by Alderperson Green, to approve the application of La Fogata, LLC, for a 1-day Cabaret License (Miguel Aguirre, Agent) located at 3300 Sheridan Road (La Fogata), for May 5, 2011, with No Adverse Recommendations. (1st District)

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

C.9. It was moved by Alderperson Michalski, seconded by Alderperson Green, to approve the application

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of La Fogata, LLC, for a 1-day Outdoor Area Cabaret License (Miguel Aguirre, Agent) located at 3300 Sheridan Road (La Fogata), for May 5, 2011, with No Adverse Recommendations.

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

C.10. It was moved by Alderperson Ruffalo, seconded by Alderperson Juliana, to approve 3 Renewal Applications for Scrap Salvage Collector/Dealer Licenses with No Adverse Recommendations per list on file in the Office of the City Clerk.

A hearing was held. One (1) applicant, Jim Parise, was present. On a voice vote, motion carried.

C.11. It was moved by Alderperson Nudo, seconded by Alderperson Green, to approve the application of Brittany Clark (5717-41st Avenue) for a Pet Fancier Permit License, with No Adverse Recommendations. (11th District)

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

C.12. It was moved by Alderperson Nudo, seconded by Alderperson Green, to approve the application of UAW Local 72 (Int U Untd Aero & Ag Wkrs Am L 72) Curt Wilson, Agent, for an Amusement & Recreation Enterprise License to be located at 3615 Washington Road (UAW Local 72).

A hearing was held. The applicant, Curt Wilson and Peni Keeling, President, were present.

C.12.1 It was moved by Alderperson Ohnstad, seconded by Alderperson Juliana, that the application did not qualify as an amusement/recreation enterprise license based on the intent of the application. Motion was withdrawn.

C.12.2 It was moved by Alderperson Orth, seconded by Alderperson Kennedy, to approve the application and waive the fee.

On roll call vote, motion to approve the application of UAW Local 72 (Int U Untd Aero & Ag Wkrs Am L 72) Curt Wilson, Agent, for an Amusement & Recreation Enterprise License to be located at 3615 Washington Road (UAW Local 72) and waive the fee carried 12-4 (with Alderpersons Haugaard, Ruffolo, Nudo and Bostrom voting nay).

C.13. It was moved by Alderperson Kennedy, seconded by Alderperson Green, to approve the application of Curtis E. Wilson for an Amusement & Recreation Enterprise Supervisor License with No Adverse Recommendations.

A hearing was held. The applicant Curt Wilson was present. On a voice vote, motion carried.

D. ORDINANCES 1ST READING

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

D.1. By the Mayor - To Repeal and Recreate Section 13.03 Q. (of the Code of General Ordinances) Entitled Peddlers.

D.2. By the Mayor - To Repeal Chapter XXIX in its Entirety and to Repeal Section 30.07 (of the Code of General Ordinances) Regarding Financial Disclosure.

D.3. By Alderperson Theodore Ruffalo - To Repeal and Recreate Section 10.076 in its Entirety as Section 10.077 Regarding Unobstructed View of Interior Premises and to Create Section 10.076 (of the Code of General Ordinances) Entitled Outdoor Cafe of a "Class B", Class "B" and/or "Class C" Licensed Premises in a Public Right-of-Way.

D.4. By Alderperson Michael Orth, Rocco LaMacchia, Jesse Downing, Jan Michalski Theodore Ruffalo and Eric Haugaard- To Renumber Section 11.025 as 11.053; to Create Section 11.025 (of the Code of General Ordinances) Entitled Social Host.

D.5. By Alderperson Ray Misner and Alderperson Theodore Ruffalo - To Repeal and Recreate Section 13.07 in its Entirety as Section 13.15 Regarding Taxicabs and Drivers; to Create Section 13.07 of the Code of General Ordinances Entitled Public Passenger Vehicle Regulation.

On a voice vote, motion carried 16-1 (with Alderperson Nudo voting nay).

D.6. It was moved by Alderperson Michalski, seconded by Alderperson Ruffolo, to send the following ordinance on their way: By the Mayor - To Repeal and Recreate Subsection 3.05.A. (of the Code of General Ordinances) Entitled "Duties" (Annual Fire Prevention Inspection Fee).

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On a voice vote, motion carried 16-1 (with Alderperson Nudo voting nay).

E. ZONING ORDINANCES 1ST READING

F. ORDINANCES 2ND READING

It was moved by Alderperson Ruffalo, seconded by Alderperson Green, to adopt Ordinance 20-11.

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

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

F.1. ORDINANCE NO. 20-11

BY: COMMITTEE ON PUBLIC

SAFETY AND WELFARE

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

[DISTRICT 11]

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows: Section One: Section 7.125 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is amended by deleting therein "38th Avenue" in Column A and "68th Street" in Column B. Section Two: Section 7.12 B of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby amended by adding the following hereto: All vehicles shall stop before entering the intersections of: 38th Avenue and 68th Street. Section Three: This Ordinance shall become effective upon passage and publication.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

F.2. It was moved by Alderperson Green, seconded by Alderperson Ohnstad, to adopt Ordinance 21-11.

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

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

ORDINANCE NO. 21-11

BY: COMMITTEE ON PUBLIC

SAFETY AND WELFARE

**TO AMEND SECTION 7.12 C. OF THE CODE OF GENERAL ORDINANCES, BY ADDING A
STOP SIGN FOR EASTBOUND TRAFFIC ON 51st STREET BEFORE ENTERING THE**

INTERSECTION WITH 68th AVENUE.[DISTRICT 16]

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows: Section One: Section 7.12 C. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby amended by adding the following thereto: All vehicles traveling eastbound on 51st Street shall stop before entering the intersection with 68th Avenue. Section Two: This Ordinance shall become effective upon passage and publication.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

F.3. It was moved by Alderperson Nudo, seconded by Alderperson LaMacchia to adopt Ordinance 22-11. Alderperson Kennedy requested the following friendly amendment to the second paragraph:

Every alderperson shall vote when a question is put unless there exists a conflict of interest and the alderperson announces his or her decision to abstain due to the conflict of interest. Any alderperson ~~not~~ so-excused, failing to vote when a question is put, and continuing to fail to vote two minutes after a

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request for a vote from the Chair, shall be barred from further debating, commenting or voting on the question, and from debating, commenting or voting on any subsequent question or business remaining on the Agenda during the remainder of the Council meeting. This restriction shall not preclude any action or penalty otherwise prescribed or allowed under the Code of Ethics set forth in Chapter XXX of the City of Kenosha Code of General Ordinances.

Aldersperson Nudo sponsor of the ordinance, agreed. Aldersperson Nudo then changed the following in the first paragraph:

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

On roll call vote, motion to adopt Ordinance 22-11 carried (15-1) with Aldersperson Juliana voting nay and said ordinance was thereupon adopted as follows:

ORDINANCE NO. 22-11

BY: ALDERPERSON ANTHONY NUDO

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

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows: Section One: Paragraph 1.03 E.7. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows: 7. Any alderperson may demand an aye and nay vote shall be recorded in the minutes. A roll call vote by roll call on any matter, and such roll call aye and nay vote is required on (a) passage of any Ordinance, (b) Resolutions, (c) confirmation of appointments (d) adoption of any measure assessing or levying taxes, appropriating or disbursing money; or creating any liability or charge against the City, or any fund thereof. Every alderperson shall vote when a question is put unless there exists a conflict of interest and the alderperson announces his or her decision to abstain due to the conflict of interest. Any alderperson, failing to vote when a question is put, and continuing to fail to vote two minutes after a request for a vote from the Chair, shall be barred from further debating, commenting or voting on the question, and from debating, commenting or voting on any subsequent question or business remaining on the Agenda during the remainder of the Council meeting. This restriction shall not preclude any action or penalty otherwise prescribed or allowed under the Code of Ethics set forth in Chapter XXX of the City of Kenosha Code of General Ordinances. An alderperson may not change his vote or any question after the result has been announced. Section Two: This Ordinance shall become effective upon passage and publication.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

F.4. It was moved by Aldersperson Kennedy, seconded by Aldersperson Green to adopt the proposed ordinance by Aldersperson Jesse L. Downing - To Repeal and Recreate Subsection 10.05 J. (*of the Code of General Ordinances*) Regarding Drive Through Window Regulation. Aldersperson Bogdala requested the following friendly amendment:

*5. Maintain Records. All image and audio recordings made pursuant to this Section shall be maintained by the licensee of the establishment licensed pursuant to this Chapter, for a period of no less than ninety (90) days **one hundred eight (180) days**, organized in a manner allowing for retrieval and copying at the request of a law enforcement officer.*

F.4.1. It was then moved by Aldersperson Prozanski, seconded by Aldersperson Kennedy to refer the

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
Monday, April 4, 2011**

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

ordinance back to the Licensing/Permit Committee.

On a voice vote, motion carried.

G. ZONING ORDINANCES 2ND READING

H. RESOLUTIONS

It was moved by Alderperson Kennedy, seconded by Alderperson Ohnstad, to adopt Resolutions 39-11 and 40-11. On roll call vote, motion carried unanimously and said resolution was thereupon adopted as follows:

H.1. RESOLUTION NO. 39-11

BY: ALDERPERSON RAY MISNER

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

WHEREAS, it is the desire of the City of Kenosha to assign polling place locations that best serve the citizens of the City of Kenosha, and WHEREAS, it has been deemed that a change in the polling place for Ward 26, District 13 would better serve the citizens of this Ward, NOW THEREFORE, BE IT RESOLVED: 1. That the polling place location for Ward 26, District 13 be changed from Grewenow Elementary School, 7714-20th Avenue to the Southwest Library, 7979-38th Avenue. 2. That the polling place location for Wards 25 and 26 be designated as the Southwest Library, 7979-38th Avenue, as allowed by Section 5.25, Wisconsin Statutes. Adopted this 4th day of April, 2011.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

H.2. RESOLUTION NO. 40-11

BY: THE BOARD OF WATER COMMISSIONERS

**INITIAL RESOLUTION DECLARING INTENT TO LEVY ASSESSMENTS FOR WATER
MAIN**

WHEREAS, it is expedient, necessary and in the best interest of the City of Kenosha, and for the benefit of the property affected thereby that a water main be constructed in the following street: 39TH AVENUE FROM 24TH STREET TO 18TH STREET NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin that: 1. The Common Council hereby declares its intention to exercise its police powers under Section 66.0703, Wisconsin Statutes, to levy special assessments on all property fronting upon both sides of the street within the above limits for benefits conferred upon property by improvement of the street enumerated above. 2. Said public improvement shall consist of the construction of a water main. 3. The Common Council determines that the improvements constitute an exercise of police powers and the amount assessed against each parcel shall be based on a per front foot rate for water main. 4. The water main assessments against any parcel may be paid in cash or in ten (10) annual installments. 5. The Board of Water Commissioners is directed to prepare a report consisting of: a. Preliminary plans and specifications for said improvements. b. An estimate of the entire cost of the proposed water main. c. A schedule of the proposed assessments. Upon completion of such report, the Board of Water Commissioners is directed to file a copy thereof in the office of the Kenosha Water Utility, 4401 Green Bay Road, Kenosha, Wisconsin, which may be inspected there on any business day between the hours of 8:00 A.M. and 4:30 P.M., such inspection to be continued for the period of ten (10) days after this notice. 6. Upon receiving the report of the Board of Water Commissioners, the City Clerk is directed to give notice of public hearings on such report as specified in Section 66.0703, Wisconsin Statutes. The hearing shall be held at the Municipal Building at a time set by the City Clerk in accordance with Section 66.0703, Wisconsin Statutes.

APPROVED:

**COMMON COUNCIL
OFFICIAL PROCEEDINGS**

Monday, April 4, 2011

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

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

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

I.1. It was moved by Alderperson Ruffalo, seconded by Alderperson Kennedy, to allow Alderperson Nudo to abstain. On a voice vote, motion carried.

I.1.1 It was moved by Alderperson Kennedy, seconded by Alderperson Michalski, to approve the appointment of Gabriele Nudo to the Board of Review for a Term to Expire April 15, 2015.

On roll call vote, motion carried 15-0 (with Alderperson Nudo abstaining).

J. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

J.1. It was moved by Alderperson Kennedy, seconded by Alderperson Michalski, to approve the Award of Contract for Project 10-1020 39th Avenue Reconstruction (67th Street to 75th Street) to LaLonde Contractors, Inc., (Milwaukee, Wisconsin), in the amount of \$1,280,000.00. (11th, 14th and 15th Districts)

On roll call vote, motion carried unanimously.

K. OTHER CONTRACTS AND AGREEMENTS

It was moved by Alderperson Kennedy, seconded by Alderperson Michalski, to approve the Lease By and Between the City of Kenosha, Wisconsin (A Municipal Corporation) and Yamaha Motor Corporation, U.S.A (A California Corporation) and related Service Contract with Harris Golf Cars/Yamaha.

On roll call vote, motion carried unanimously.

L. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

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

L.1. Offering Prices for Fee Acquisition and Easements for Project 10-1025 38th Street Reconstruction – Phase IV. (16th District)

L.2. Disbursement Record #5 – \$25,220,207.01.

On roll call vote, motion carried unanimously.

M. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

M.1. It was moved by Alderperson Kennedy, seconded by Alderperson Michalski, to approve Final Acceptance of Project 09-1210 Municipal Office Building Parking Lot Improvements (625 52nd Street) completed by Cicchini Asphalt, LLC, (Kenosha, Wisconsin) - \$319,158.88. (2nd District)

On roll call vote, motion carried unanimously.

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

ADJOURNMENT

There being no further business to come before the Common Council, it was moved by Alderperson Juliana, seconded by Alderperson Michalski, to adjourn at 9:15 p.m.

On a voice vote, motion carried.

Approved:

**KEITH G. BOSMAN
MAYOR**

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
Monday, April 4, 2011**

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

Attest:

**DEBRA L. SALAS
DEPUTY CITY CLERK**

Operator (Bartender) License Police Record Report
Applicant Information

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
3/24/88	VALID	Liberty A Collins	7/10/88

Address of Applicant:	Business (where license is to be used):	Business Address:
1021 42nd St		
License Number: N248		Expiration Date: 6/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
03-17-09	UNDERAGE LIQUOR VIOLATION	GUILTY	Y	20

City Attorney Recommendation:

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

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

Operator (Bartender) License Police Record Report
Applicant Information

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
3/24/11	VALID	David S Blanck	5/5/89

Address of Applicant:	Business (where license is to be used):	Business Address:
2722 25th Ave	Coins Sports Bar	
License Number: N251		Expiration Date: 6/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
03-27-09	DRUG/POSSESS MARIJUANA D.C.	GUILTY/REDUCED CHARGE	Y	20

City Attorney Recommendation:

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

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

City Attorney Comments:

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

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
3/21/11	VALID	Patrick T Profita	11/20/84

Address of Applicant:	Business (where license is to be used):	Business Address:
3407 252nd Ave, Salem, WI 53168	The Art Bar	5301 22nd Ave
License Number: N265		Expiration Date: 6/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
10-19-07	OPERATING WHILE INTOXICATED	GUILTY	Y	20

City Attorney Recommendation:

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

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

Operator (Bartender) License Police Record Report
Applicant Information

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
3/28/11	VALID	Stephanie A Marquez	1/22/79

Address of Applicant:	Business (where license is to be used):	Business Address:
9009 Sheridan Rd	Las Cazuelas	
License Number: N258		Expiration Date: 6/30/11

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
01-21-11	OPERATING WHILE SUSPENDED	GUILTY	Y	20

City Attorney Recommendation:

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

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

Operator (Bartender) License Police Record Report
Applicant Information

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
3/29/11	ID CARD	Drew Z Cantwell	11/3/91

Address of Applicant:	Business (where license is to be used):	Business Address:
4120 85th St	Shell Gas Station	HWY 50 & 31
License Number:N262		Expiration Date:6/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
02-28-10	OPERATING WHILE SUSPENDED	GUILTY	Y	20
06-07-10	UNDERAGE LIQUOR VIOLATION	GUILTY	Y	20
05/24/08	*APPLICANT ALSO LISTED A CHARGE FOR POSSESSION OF MARIJUANA 16 YRS. OLD			N/A

City Attorney Recommendation:

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

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

City Attorney Comments:

Operator (Bartender) License Police Record Report
Applicant Information

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
4/1/11	VALID	Danielle E Shilkus	8/30/88

Address of Applicant:	Business (where license is to be used):	Business Address:
5823 83rd St	Gianni's	
License Number: N267		Expiration Date: 6/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
06-14-09	LIQUOR, POSSESSION BY UNDERAGE	GUILTY	Y	20
06-14-09	LIQUOR, MINOR LOITER IN TAVERN	GUILTY	Y	20

City Attorney Recommendation:

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

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

Operator (Bartender) License Police Record Report
Applicant Information

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
3/28/11	VALID	Katelyn Bielefeldt	3/6/87

Address of Applicant:	Business (where license is to be used):	Business Address:
1720 Saint Clair St, Racine, WI 53402		

License Number: N264

Expiration Date: 6/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
07-12-08	OPERATING WHILE SUSPENDED	GUILTY	Y	20
09-06-08	OPERATING WHILE SUSPENDED	GUILTY	Y	20
04-05-09	LICENSE NOT ON PERSON	GUILTY	Y	40
11-11-09	OPERATING WHILE SUSPENDED	GUILTY	Y	40
12-04-09	OPERATING WHILE SUSPENDED	GUILTY	Y	40
	*APPLICANT ALSO LISTED CHARGES OF RETAIL THEFT IN 2007 AND 2009			

City Attorney Recommendation:

Offense Demerit Points (above)	160
Were all Offenses Listed on Application?	
Total Demerit Points	160

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

Taxi Driver's License Police Record Report
Applicant Information

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
3/10/11	VALID	Elisa B Leal	12/16/69

Address of Applicant:	Business (where license is to be used):	Business Address:
9019 15th Ave		
License Number: N38		Expiration Date: 4/30/11

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
07-29-06	RECKLESS DRIVING	GUILTY	N	20
12-17-07	SPEEDING INTERMEDIATE	GUILTY	Y	40
11-20-10	COMPULSORY INSURANCE-NO INSURANCE	GUILTY	N	N/A
09-15-08	THEFT/SHOPLIFTING \$1-49	GUILTY	Y	20
10-22-08	THEFT/SHOPLIFTING \$1-49	GUILTY-REDUCED CHARGE	Y	20
04-26-07	MANDATORY SEATBELTS	GUILTY	Y	

City Attorney Recommendation:

Offense Demerit Points (above)	100
Were all Offenses Listed on Application?	N 25
Total Demerit Points	125

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

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

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
3/4/11	VALID	V. Lee Ingram	12/30/57

Address of Applicant:	Business (where license is to be used):	Business Address:
2709 23rd Ave	My Way Cabs	6011 29th Ave
License Number: N31		Expiration Date: 4/30/11

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
04-21-10	OPERATING WHILE INTOXICATED	GUILTY	Y	75
05-10-08	FALSE IMPRISONMENT	DISPO PENDING	Y	20
05-10-08	DC/DOMESTIC ABUSE 2008CM835	DISPO PENDING	Y	20
04-21-10	WPN/CCW 2010CM879 MISD.	GUILTY	Y	20

City Attorney Recommendation:

Offense Demerit Points (above)	135
Were all Offenses Listed on Application?	
Total Demerit Points	135

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

Taxi Driver's License Police Record Report
Applicant Information

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
3/30/11	VALID	Scott R Groleau	10/12/82

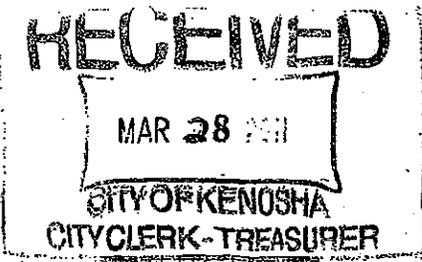
Address of Applicant:	Business (where license is to be used):	Business Address:
7614 22nd Ave	My Way Cabs	
License Number:N04		Expiration Date:4/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
01-05-06	OPERATING AFTER REVOCATION	GUILTY	N	50
05-12-07	OPERATING AFTER REVOCATION	GUILTY	N	50
05-12-07	INTOXICANT IN VEHICLE- OPERATOR	GUILTY	N	20
02-27-09	OPERATING WHILE SUSPENDED	GUILTY	Y	50
05-06-09	VANDALISM/RESIDENCE	DISPO PENDING	N	20
05-06-09	TRESPASSING	DISPO PENDING	Y	20
05-06-09	DC/PERSON	DISPO PENDING	N	20
	*APPLICANT HAS AN ACTIVE WARRANT FROM CALIFORNIA FOR LARCENY		N	
10-03-10	RESISTING/OBSTRUCTING AN OFFICER	GUILTY	Y	20
06-02-09	MANUF/DELIVER SCHEDULE I,II NARCOTICS	FELONY E	Y	100

City Attorney Recommendation:

Offense Demerit Points (above)	350
Were all Offenses Listed on Application?	
Total Demerit Points	350

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



OUTDOOR EXTENSION
CITY ORDINANCE §10.075

REQUEST TO CHANGE CLOSING HOURS
TO 12:00 MIDNIGHT TO 8:00 AM

Licensee Name JANA L. BONNER

Trade Name FINAL INNING

Trade Address 9048 Sheridan Rd

.....
The undersigned is hereby applying for a change of the closing hours of the outdoor extension of the Class "B" Beer/"Class B" Liquor Combination license in accordance with §10.075 of the Code of General Ordinances to 12:00 Midnight to 8:00 am.

In making this application, I understand that amplified music or sound otherwise permitted under Section 10.75 E.2. shall not be allowed after 10:00.

.....
Jana L. Bonner
(Individual/Partner/President of Corporation)

(Partner/Secretary of Corporation)

SUBSCRIBED TO AND SWORN TO BEFORE ME

THIS 28th OF March, 2011

Kathleen M Lovetro
Notary Public

My commission expires 8-21-11

KJ
3/28/11

APPLICATION FOR PUBLIC ENTERTAINMENT LICENSE
Section 12.05 Code of General Ordinances
City of Kenosha, Wisconsin

N1

Required for live music performances and live entertainment, including but not limited to, the performance of any act, play or stunt, dramatic reading, monologue, amateur talent contest, or disc jockey show

Check One: Annual Type 119 Fee: \$300.00 Term: July 1st to June 30th

One (1) Day Type 118 Fee: \$50.00 Term: One (1) Day

Non-renewable

1. Applicant (check one):

<input checked="" type="checkbox"/>	Individual Person
<input type="checkbox"/>	Limited Liability Company
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Corporation

262-764-6024

NOTE: Applicant should be same name as the Wisconsin Sellers Permit for business.

2. Applicant Name: Yolanda Green/Derosier

3. Business Name: Children's Recreational Club DFB

4. Business Address & Phone #: 3010 Roosevelt Rd.

5. Define all Areas and Rooms of Premises Designated to be Licensed: Rest Room,
2100 sq. feet -

6. Provide name, address, telephone number and date of birth of individual, each partner, each corporate officer (must be 18 years of age or older), as applicable:

Name	Address	Phone	Date of Birth
Yolanda Green	7108 41 st Ave. ^{Kenosha WI.} 53142	262-287-4908	12/6/1975
Latosh Stapleton	3142 Osborne Blvd.	262-930-5819	9/10/1978

7. Attach a "Applicant's Report of Police Record" form for each individual, partner and corporate officer check here if attached

8. Have you obtained from the City Clerk a current copy of §12.05, "Public Entertainment Licenses"?
 YES NO

9. If you previously held the license applied for, was it ever suspended or revoked? No If yes, please explain:

10. Describe in detail the type of entertainment to be provided: live music performances, live entertainment, including but limited to, the performance of any act, play or stunt, dramatic reading, monologue, amateur talent contest, or disc jockey show.

NOTICE: If this application and/or attachments contain statements or information which are not true, correct and complete in all material respects, this license may be denied and you may be subject to criminal or civil penalties.

STATE OF WISCONSIN
COUNTY OF KENOSHA

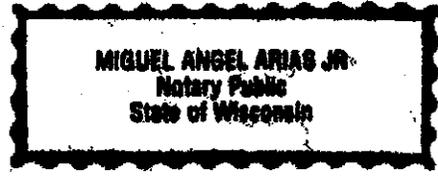
The undersigned, being duly sworn says that (he/she)(is/they are) the applicant(s) named in the foregoing application that (he/she)(has/they have) read each and every question and answered each and every question truly, correctly and completely, under penalty of law for failure to do so...

[Signature]
Applicant's Signature (Individual/Partner/President)

Applicant's Signature (Other Partner/Officer of Corp.)

Subscribed and sworn to before me this 30th day of MARCH, 2011

[Signature]
Notary Public



My commission expires 12/01/12

FOR OFFICE USE ONLY

Date Filed/Received 3/30/11 KF PP _____

CERTIFICATION BY THE CITY CLERK'S OFFICE

I HEREBY state that the above application was granted by the Common Council on the _____ day of _____, _____, and applicant was issued license # _____ on the _____ day of _____.

Signature: _____
Title: _____

Memo



Assistant Chief William J. Brydges
Kenosha Police Department
1000 - 55th Street
Kenosha, WI 53140-3794
Telephone: (262) 605-5245
Fax: (262) 605-5298
Email: wjb213@kenoshapolice.com

April 1, 2011

To Deputy City Attorney Matthew Knight
City Clerk Mike Higgins

From Assistant Chief William J. Brydges

Ref Children Recreational Club DF8

Cc: Paula Blise (NSI) and Officer DeMario

On April 1, 2011, our department received an application for a Public Entertainment license from Yolanda Green, for Children Recreational Club DF8. Although, there are no adverse recommendations on the applicant, Yolanda Green, the Police Department has had issues with the business and location since it opened. Currently, J. Brendan Derosier, owner of the business, has 1 pending license violation and was found guilty of 4 license violations. Please see offenses listed below. Documentation of these reports is attached for your review.

<u>Date</u>	<u>Case Number</u>	<u>Offense</u>	
12-28-10	2010184548	Liquor License Violation	Pending
08-07-10	2010117263	Operate w/o Operator/Manager License	Guilty
		Operate w/o Amusement License	
		Guilty	
		Operate w/o Theatre License	
		Guilty	
07-16-10	2010105148	Operate w/o Operator/Manager License	Guilty
		Sale of Alcohol	

For these reasons, the Police Department has an adverse recommendation for the requested license.

Assistant Chief William Brydges

Assistant Chief William Brydges

Enclosures

Amusement and Recreation Supervisor License Police Record Report
Applicant Information

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
3/23/11	VALID	Anna R Szymczak	7/25/87

Address of Applicant:	Business (where license is to be used):	Business Address:
3809 15th St #2D	Finney's Lounge	

Expiration Date: 5/31/11

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
05-27-07	OPERATING WHILE INTOXICATED	GUILTY	Y	25
05-27-07	LIQUOR, POSSESS BY UNDERAGE	GUILTY	Y	25

City Attorney Recommendation:

Offense Demerit Points (above)	50
Were all Offenses Listed on Application?*	Y
Total Demerit Points	50

*Offense not listed = 25 demerit points.

X	Grant, Subject to	50	Demerit Points
	DENY, based on material police record (substantially related to the license activity)		
	DENY, based on material police record (substantially related to the license activity) & false application		
City Attorney Comments:			

**APPLICATION
SECONDHAND ARTICLE DEALER LICENSE
Chapter 13.02, Code of General Ordinances**

License Fee: \$27.50 License Type: 164
 License Period: January 1st through December 31st
 Check One: Original Application Renewal Application
 How would you like to receive your license? pick up mail
 The Named (check one):

- INDIVIDUAL (Complete Sections 1, 4, 5, 6 and 7)
- PARTNERSHIP (Complete Sections 2, 4, 5, 6 and 7)
- CORPORATION/LIMITED LIABILITY COMPANY (Complete Sections 3, 4, 5, 6 and 7)

hereby makes application for the Secondhand Article Dealer License checked above

(SECTION 1) INDIVIDUAL INFORMATION

Name of Applicant Mirkiewicz Bonnie Lee
 Residence Address 7738 Sixth Ave Kenosha WI 53143
 Date of Birth and Place 07-08-1962 Chicago IL
 Phone Number 708-308-0070 Business Cell Home

(SECTION 2) PARTNERSHIP INFORMATION

Partnership Name _____
 List Name, Residence Address, Home Phone Number, Place and Date of Birth of all Partners: (Attach Additional Sheets if necessary) _____

(SECTION 3) CORPORATE INFORMATION

Corporation Name Forever Strabful Resale Boutique and Art Gallery LLC State of Incorporation WI
 List Name, Residence Address, Home Phone Number, Place and Date of Birth of all Officers and Directors: (Attach additional sheets if necessary) BONNIE Mirkiewicz
7738 Sixth Ave
Kenosha IL
708 308 0070 BO 07-08-1962 Chicago IL

(SECTION 4) BUSINESS INFORMATION

Business Name, Street Address, State, Zip Code and Business Number: Forever Strabful (Resale Boutique and Art Gallery)
5000 7th Ave, Kenosha WI
 Building Owner's Name, Home Address, State, Zip, Phone Number: 708-308-0070
Robert + Rebecca Venn, 5000 7th Ave, Kenosha WI 262-652-9782
 Manager or Proprietor of Business, Home Address, State, Zip, Phone Number: Bonnie Mirkiewicz
7738 Sixth Ave Kenosha, WI 708 308 0070

(SECTION 5) APPLICANT'S REPORT OF POLICE RECORD (ATTACHMENT)

Each applicant, including an individual, a partner or an officer, director or agent of any corporation must fill out and attach an "Applicant's Report of Police Record". (This form may be duplicated if more copies are needed) Attached? Yes No

(SECTION 6) GENERAL INFORMATION

Have you obtained from the City Clerk a current copy of S. 13.02 of the Code of General Ordinances entitled "Secondhand Article and Jewelry Dealers"? Yes No

Do you understand that it is your responsibility to obtain your own supply of "Property Transaction Record" forms? Yes No (Note: The Clerk will supply you with a sample of this form of which you may copy or you may order a supply from the Department of Justice)

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

(SECTION 7) LICENSE REVOCATION

The undersigned, understand that this license may be denied or revoked by the Common Council for fraud, misrepresentation or false statement contained in the application or for any violation of §943.34 (receiving stolen property), 948.62 (receiving stolen property from a child) or 948.63 (receiving property from a child), Wisconsin Statutes. The undersigned, being first duly sworn on oath, disposes and says that (he/she is) (they are) the applicant(s) named in the foregoing application; that (he/she has) (they have) read each and every question and answered each and every question truly, correctly and completely, under penalty of law for failure to do so.

Bonnie Murky
Individual/Partner Bonnie Murky Partner/Corporate Officer
Corporate Officer/Director Corporate Officer/Director

Subscribed and sworn to before me this 7th day of March, 2011

Dee S. Hoff
Notary Public

My commission expires 6/9/2011

Office Use Only

Date Filed/Received: _____ Initials: _____

Granted: _____

Personal Property Taxes Paid: Yes No Amount Due _____

Sheet1

		Licensee Name	Trade Name	Licensee address	City	Trade Address		
13769	162	110001	JAMES PARISE	PRC PARISE RECYCLING CENTER	6415-28TH AVE	KENOSHA	SCRAP SALVAGE COLLECTOR	6415-28TH AVE
13769	160	110001	JAMES PARISE	PRC PARISE RECYCLING CENTER	6415-28TH AVE	KENOSHA	RECYCLING ACTIVITY CENTER	6415-28TH AVE

**COMMON COUNCIL
CITY OF KENOSHA, WISCONSIN**

In The Matter Of:

The Liquor License of Gerolmo’s Tavern, Inc., Mary Ann Sacripanti, Agent

AMENDED ORDER

The Complaint of the Chief of Police for the City of Kenosha seeking action related to the liquor license of Gerolmo’s Tavern, Inc., Mary Ann Sacripanti, Agent, came to the Licensing and Permit Committee for hearings on August 30th, 2010 and October 25th, 2010 and a review hearing on April 11, 2011.

Based on the allegations of the Complaint, the evidence and testimony received at the hearings, the admissions of the Licensee, the arguments of Counsel for the City of Kenosha, the arguments of the Licensee, the discussions by the members of the Licensing/Permit Committee, the Committee adopted Findings of Fact and Conclusions of Law and April 11, 2011 review hearing further recommended to the Common Council, by a vote of 4-1, that the licensee be subject to the following Amended Orders:

1. That the rear entrance/exit to Gerolmo’s Tavern be fitted with a “crash bar” door opening mechanism, and that the crash bar be fitted with a functioning alarm which upon activation would notify patrons by audible sound that the door was not to be

used as an exit unless used in emergency situations. Said door shall have proper signage affixed to notify patrons that the rear exit is and “emergency only” exit. The rear entrance/exit shall be deemed an emergency exit and patrons shall not enter or exit during the hours of 8:00 p.m. until the Tavern closes.

2. That the area in the exterior rear of the Gerolmo’s Tavern building be lit in such a manner that all persons in the immediate vicinity of the building be illuminated to such an extent as will allow passers-by to effectively observe and otherwise view persons in the area.
3. That Gerolmo’s Tavern, Inc. establish written employee policies which specify to all employees that patrons of the Tavern may not exit the rear of the building nor may patrons congregate in the exterior area in the rear of the building.
4. The Committee further orders that in the event the Common Council adopts this recommended Order that the licensee be required to appear before the committee within 45 days of adoption for the Committee to have an opportunity to review compliance with Orders of the Council.

This matter subsequently came before the Common Council of the City of Kenosha on April 18, 2011 pursuant to Section 10.064(E) of the Code of General Ordinances;

A quorum of the Common Council was present for the hearing with the Mayor Keith G. Brosman, presiding;

The Deputy City Clerk/Treasurer was represented by City Attorney Edward Antaramian;

The licensee, Gerolmo's Tavern, Inc. appeared by its Agent Mary Ann Sacripanti.

Based upon the approval of the Findings of Fact, Conclusions of law and subsequent Recommendation of the Licensing/Permit Committee that original Order be amended, the public hearing held in this matter and the records on file in the office of the City Clerk/Treasurer, the Common Council, by a vote of _____, adopted the recommendation of the Licensing/Permit Committee to amend the original Order and therefore Orders the following:

1. That the rear entrance/exit to Gerolmo's Tavern be fitted with a "crash bar" door opening mechanism, and that the crash bar be fitted with a functioning alarm which upon activation would notify patrons by audible sound that the door was not to be used as an exit unless used in emergency situations. Said door shall have proper signage affixed to notify patrons that the rear exit is and "emergency only" exit. The rear entrance/exit shall be deemed an emergency exit and patrons shall not enter or exit during the hours of 8:00 p.m. until the Tavern closes.
2. That the area in the exterior rear of the Gerolmo's Tavern building be lit in such a manner that all persons in the immediate vicinity of the building be illuminated to such an extent as will allow passers-by to effectively observe and otherwise view persons in the area.
3. That Gerolmo's Tavern, Inc. establish written employee policies which specify to all employees that patrons of the Tavern may not exit the rear of the building nor may patrons congregate in the exterior area in the rear of the building.

4. That the licensee be required to appear before the committee within 45 days of adoption for the Committee to have an opportunity to review compliance with Orders of the Council

Furthermore, the Common Council, by a vote of _____, approved and hereby orders; in

The Common Council further states that this order is a final order and violations of this order may result in additional disciplinary action.

Dated at Kenosha, Wisconsin, on this _____ day of _____, 2011.

CITY OF KENOSHA, WISCONSIN

By: _____

Keith G. Bosman, Mayor

Date: _____

By: _____

Michael Higgins, City Clerk/Treasurer/Assessor

Date: _____

DRAFT 03/16/11

**BY: ALDERPERSON ANTHONY NUDO
ALDERPERSON LAWRENCE F. GREEN
ALDERPERSON MICHAEL J. ORTH
ALDERPERSON THEODORE A. RUFFALO**

**TO REPEAL AND RECREATE SUBSECTION 11.023 OF THE
CODE OF GENERAL ORDINANCES REGARDING THE
PLACING OF HARASSING CALLS OR INTENTIONALLY
EMULATE THE CALLER IDENTIFICATION OF ANOTHER**

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

Section One: Subsection 11.023 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

11.023 ~~TELEPHONE CALLS~~ ELECTRONIC COMMUNICATION

A. Definitions for purposes of this section:

1. "Caller Identification Information" means a telephone number or a personal or business name associated with a telephone utility account.

2. "Electronic Communication" shall mean the transmission of sound, images, data or messages which includes, but is not limited to, email, text messaging, instant messaging and social networking websites by means of an Electronic Communication device.

3. "Electronic Communication Device" shall mean a device capable of transmitting and/or receiving Electronic Communication.

4. "Emulate Caller Identification" means to cause the recipient of an electronic communication to receive Caller Identification Information that is incorrect.

AB. It shall be unlawful for any person to do any of the following by means of ~~telephone calls~~ electronic communication originating within or received within the limits of the City:

1. Make any comment, request, suggestion or proposal which is obscene, lewd, lascivious, filthy or indecent.

2. ~~Place one or more telephone calls~~ Make contact on one or more occasions, whether or not conversation or dialogue ensues, with the intent to abuse, threaten, or harass any person. ~~at the called number.~~

3. ~~Cause the telephone of another repeatedly or continuously to ring with intent to abuse, harass~~

any person at the called number. Intentionally Emulate Caller Identification information.

B.C. It shall be unlawful for any person, party, firm or corporation to knowingly permit any telephone Electronic Communications Device under their control to be used in a manner prohibited by this Ordinance.

C.D. It shall be unlawful to act in conspiracy or conceit with another to do any acts contrary to this Ordinance.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
WILLIAM K. RICHARDSON
Assistant City Attorney

and

EDWARD R. ANTARAMIAN
City Attorney

ORDINANCE NO. _____

**BY: ALDERPERSON ANTHONY NUDO
ALDERPERSON LAWRENCE GREEN
ALDERPERSON MICHAEL J. ORTH
ALDERPERSON THEODORE A. RUFFALO**

**TO REPEAL AND RECREATE SUBSECTION 11.023 OF THE
CODE OF GENERAL ORDINANCES REGARDING THE
PLACING OF HARASSING CALLS OR INTENTIONALLY
EMULATE THE CALLER IDENTIFICATION OF ANOTHER.**

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

Section One: Subsection 11.023 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

11.023 ELECTRONIC COMMUNICATION

A. Definitions for purposes of this section:

1. "Caller Identification Information" means a telephone number or a personal or business name associated with a telephone utility account.
2. "Electronic Communication" shall mean the transmission of sound, images, data or messages which includes, but is not limited to, email, text messaging, instant messaging and social networking websites by means of an Electronic Communication device.
3. "Electronic Communication Device" shall mean a device capable of transmitting and/or receiving Electronic Communication.
4. "Emulate Caller Identification" means to cause the recipient of an electronic communication to receive Caller Identification Information that is incorrect.

B. It shall be unlawful for any person to do any of the following by means of electronic communication originating within or received within the limits of the City:

1. Make any comment, request, suggestion or proposal which is obscene, lewd, lascivious, filthy or indecent.
2. Make contact on one or more occasions, whether or not conversation or dialogue ensues, with the intent to abuse, threaten, or harass any person.
3. Intentionally Emulate Caller Identification information.

C. It shall be unlawful for any person, party, firm or corporation to knowingly permit any Electronic Communications Device under their control to be used in a manner prohibited by this Ordinance.

D. It shall be unlawful to act in conspiracy or conceit with another to do any acts contrary to this

Ordinance.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
WILLIAM K. RICHARDSON
Assistant City Attorney

and

EDWARD R. ANTARAMIAN
City Attorney

ORDINANCE NO. _____

BY: ALDERMAN ANTHONY NUDO

TO RENUMBER SECTION 4.08 REGARDING PENALTIES AS SECTION 4.09 AND TO CREATE SECTION 4.08 OF THE CODE OF GENERAL ORDINANCES REGARDING DISCLOSURE OF HEALTH CARE COSTS

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

Section One: Section 4.08 of the Code of General Ordinances for the City of Kenosha,

Wisconsin, is hereby renumbered as Section 4.09.

4.084.09 PENALTIES

Section Two: Section 4.08 of the Code of General Ordinances for the City of Kenosha,

Wisconsin is hereby created as follows:

4.08 DISCLOSURE OF HEALTH CARE COSTS

The purpose of this section is to reduce the cost of Health Care by encouraging Consumer choice and business competition through the requirement of disclosing the cost of services and products offered by Health Care Providers to Consumers.

A. Definitions. Except as otherwise provided, the definitions of the terms in this section are as follows:

1. **City** means the City of Kenosha, Wisconsin.
2. **Consumer** means a person that receives Health Care from a Health Care Provider.
3. **Health Care** means the activity of identifying, preventing, and/or treating illness or disability, whether mental or physical.
4. **Health Care Provider** means a person, organization, company, party, firm, corporation, or other entity which engages in providing Health Care to Consumers for a fee.
5. **Medical Emergency** means a sudden, urgent, unexpected occurrence requiring immediate medical attention including, but not limited to severe bleeding, severe pain, temporary incapacitation, or any instance where severe bodily harm or death could result in the absence of immediate medical attention.

B. Disclosure of cost required. Health Care Providers shall disclose, in writing, the cost of services or products offered to Consumers prior to administering Health Care, and shall disclose any variations of cost to different Consumers or others that pay on behalf of Consumers without request or demand whatsoever from the Consumer. A posted menu of the various Health Care services or products offered shall be sufficient for compliance with this provision provided that said menu is conspicuously posted at the point of sale and a copy of such can be provided to the Consumer on demand.

C. Exemption. Medical Emergencies are exempt from the regulations of this section.

D. Inspection and Enforcement. The City Police Department and City Fire Department shall have the authority to enforce the provisions of this section, including the power to enter locations to ensure compliance with this ordinance. Consumers may deliver written or verbal complaints of violations of this section to the City Police Department.

E. Penalties. Any person, organization, company, party, firm, corporation, or other entity violating any provision of this section shall, upon conviction thereof, be punished by payment of a forfeiture not less than One Thousand Dollars (\$1,000), nor more than Ten Thousand Dollars (\$10,000) per occurrence, and in default of such payment of forfeiture and costs, shall be committed to the County Jail for a period of not more than one hundred eighty (180) days.

Section Three: This Ordinance shall become effective on November 1, 2011 after passage and publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
ANTHONY NUDO
11TH DISTRICT ALDERMAN
CITY OF KENOSHA, STATE OF WISCONSIN

ORDINANCE NO. _____

BY: ALDERMAN ANTHONY NUDO

TO RENUMBER SECTION 4.08 REGARDING PENALTIES AS SECTION 4.09 AND TO CREATE SECTION 4.08 OF THE CODE OF GENERAL ORDINANCES REGARDING DISCLOSURE OF HEALTH CARE COSTS

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

Section One: Section 4.08 of the Code of General Ordinances for the City of Kenosha,

Wisconsin, is hereby renumbered as Section 4.09.

4.09 PENALTIES

Section Two: Section 4.08 of the Code of General Ordinances for the City of Kenosha,

Wisconsin is hereby created as follows:

4.08 DISCLOSURE OF HEALTH CARE COSTS

The purpose of this section is to reduce the cost of Health Care by encouraging Consumer choice and business competition through the requirement of disclosing the cost of services and products offered by Health Care Providers to Consumers.

A. Definitions. Except as otherwise provided, the definitions of the terms in this section are as follows:

1. **City** means the City of Kenosha, Wisconsin.
2. **Consumer** means a person that receives Health Care from a Health Care Provider.
3. **Health Care** means the activity of identifying, preventing, and/or treating illness or disability, whether mental or physical.
4. **Health Care Provider** means a person, organization, company, party, firm, corporation, or other entity which engages in providing Health Care to Consumers for a fee.
5. **Medical Emergency** means a sudden, urgent, unexpected occurrence requiring immediate medical attention including, but not limited to severe bleeding, severe pain, temporary incapacitation, or any instance where severe bodily harm or death could result in the absence of immediate medical attention.

B. Disclosure of cost required. Health Care Providers shall disclose, in writing, the cost of services or products offered to Consumers prior to administering Health Care, and shall disclose any variations of cost to different Consumers or others that pay on behalf of Consumers without request or demand whatsoever from the Consumer. A posted menu of the various Health Care services or products offered shall be sufficient for compliance with this provision provided that said menu is conspicuously posted at the point of sale and a copy of such can be provided to the Consumer on demand.

C. Exemption. Medical Emergencies are exempt from the regulations of this section.

D. Inspection and Enforcement. The City Police Department and City Fire Department shall have the authority to enforce the provisions of this section, including the power to enter locations to ensure compliance with this ordinance. Consumers may deliver written or verbal complaints of violations of this section to the City Police Department.

E. Penalties. Any person, organization, company, party, firm, corporation, or other entity violating any provision of this section shall, upon conviction thereof, be punished by payment of a forfeiture not less than One Thousand Dollars (\$1,000), nor more than Ten Thousand Dollars (\$10,000) per occurrence, and in default of such payment of forfeiture and costs, shall be committed to the County Jail for a period of not more than one hundred eighty (180) days.

Section Three: This Ordinance shall become effective on November 1, 2011 after passage and publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
ANTHONY NUDO
11TH DISTRICT ALDERMAN
CITY OF KENOSHA, STATE OF WISCONSIN

<p>City Plan Division 625 52nd Street Kenosha, WI 53140 262.653.4030</p>	<p>Kenosha City Plan Commission FACT SHEET</p>	<p>April 21, 2011</p>	<p>Item 2</p>
<p>To Repeal and Recreate various Section(s) of the Zoning Code for the City of Kenosha regarding permitted uses in residential districts to exempt residential facilities for eight or fewer disabled individuals from certain statutory requirements. PUBLIC HEARING</p>			

LOCATION/SURROUNDINGS:

Site: City-Wide

NOTIFICATIONS/PROCEDURES:

The Common Council is the final review authority.

ANALYSIS:

- Current State Statutes require that CLA's for 8 beds or less be a permitted use in any district which allows single or two family homes. The City's current Ordinance complies with these Statutes.
- Also, the State Statutes require that no CLA be located within 2,500 ft. of another CLA or within an aldermanic district that has too many existing CLA beds, unless an exception is granted by the Common Council. The State's distance and density requirements appear to conflict with the Federal Fair Housing Act when the facility is for individuals protected under the Federal Law.
- The proposed Ordinance Amendment excludes CLA for 8 or fewer beds from having to receive an exception for distance or density if they serve individuals protected under the Federal Fair Housing Act.

RECOMMENDATION:

This is for Commission review and recommendation.



Rich Schroeder, Assistant City Planner
/u2/accl/cp/ckays/1CPC/2011/Apr21/fact-zo-cla.odt

Jeffrey B. Labahn, Director of City Development

DRAFT 04/0811/11

BY: THE MAYOR

**TO REPEAL AND RECREATE VARIOUS SECTION(S)
OF THE ZONING CODE FOR THE CITY OF KENOSHA
REGARDING PERMITTED USES IN RESIDENTIAL
DISTRICTS TO EXEMPT RESIDENTIAL FACILITIES
FOR EIGHT OR FEWER DISABLED INDIVIDUALS
FROM CERTAIN STATUTORY REQUIREMENTS.**

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

Section One: Section 3.031 A.1 of the Zoning Code for the City of Kenosha is

hereby repealed and recreated as follows:

3.031 RR-1 RURAL SINGLE-FAMILY RESIDENTIAL DISTRICT The primary purpose and characteristics of the RR-1 Rural Single Family Residential District is to provide for single family residential development, in a predominately rural setting, at densities not to exceed 1.1 dwelling units per acre.

A. Permitted Uses.

1. Community Living Arrangements with a capacity of eight (8) or fewer persons which are in conformance with §62.23 (7)(i), Wisconsin Statutes except that if all of the persons served are disabled or handicapped under the Fair Housing Amendment Act (FHAA) or the Americans with Disabilities Act (ADA) and are living in the adult family home or community-based residential facility because of their disability or handicap, compliance with §62.23 (7)(i), Wisconsin Statutes is not required.

Section Two: Section 3.032 A.1 of the Zoning Code for the City of Kenosha is

hereby repealed and recreated as follows:

3.032 RR-2 SUBURBAN SINGLE-FAMILY RESIDENTIAL DISTRICT The primary purpose and characteristics of the RR-2 Suburban Single family Residential District is to provide for single family residential development in suburban settings at densities not to exceed 2.6 dwelling units per acre served by public sanitary sewage facilities.

A. Permitted Uses.

1. Community Living Arrangements with a capacity of eight (8) or fewer persons which are in conformance with §62.23 (7) (i), Wisconsin Statutes except that if all of the persons served are disabled or handicapped under the Fair Housing Amendment Act (FHAA) or the Americans with Disabilities Act (ADA) and are living in the adult family home or community-based residential facility because of their disability or handicap, compliance with §62.23 (7)(i), Wisconsin Statutes is not required.

Section Three: Section 3.033 A.3 of the Zoning Code for the City of Kenosha is

hereby repealed and recreated as follows:

3.033 RR-3 URBAN SINGLE-FAMILY RESIDENTIAL DISTRICT. The primary purpose and characteristics of the RR-3 Urban Single Family Residential District are intended to provide for single family residential development, at densities not to exceed 4.4 dwelling units per acre.

A. Permitted Uses.

3. Community Living Arrangements with a capacity for eight (8) or fewer persons which are in conformance with §62.23 (7)(i), Wisconsin Statutes except that if all of the persons served are disabled or handicapped under the Fair Housing Amendment Act (FHAA) or the Americans with Disabilities Act (ADA) and are living in the adult family home or community-based residential facility because of their disability or handicap, compliance with §62.23 (7)(i), Wisconsin Statutes is not required.

Section Four: Section 3.04 A.3 of the Zoning Code for the City of Kenosha is hereby

repealed and recreated as follows:

3.04 RS-1 SINGLE-FAMILY RESIDENTIAL DISTRICT

The primary purpose and characteristics of the Rs-1 Single Family Residential District are intended to provide for single family residential development, at densities not to exceed 5.5 dwelling units per acre.

A. Permitted Uses

3. Community Living Arrangements with a capacity for eight (8) or fewer persons which are in conformance with §62.23 (7)(i), Wisconsin Statutes except that if all of the persons served are disabled or handicapped under the Fair Housing Amendment Act (FHAA) or the Americans with Disabilities Act (ADA) and are living in the adult family home or community-based residential facility because of their disability or handicap, compliance with §62.23 (7)(i), Wisconsin Statutes is not required.

Section Five: Section 3.05 A.2 of the Zoning Code for the City of Kenosha is

hereby repealed and recreated as follows:

3.05 RS-2 SINGLE-FAMILY RESIDENTIAL DISTRICT

The primary purpose and characteristics of the Rs-2 Single-Family Residential District are intended to provide for single family residential development, at densities not to exceed 6.2 dwelling units per acre.

A. Permitted Uses.

2. Community Living Arrangements with a capacity for eight (8) or fewer persons which are in conformance with §62.23 (7)(i), Wisconsin Statutes except that if all of the persons served are disabled or handicapped under the Fair Housing Amendment Act (FHAA) or the Americans with Disabilities Act (ADA) and are living in the adult family home or community-based residential facility because of their disability or handicap, compliance with §62.23 (7)(i), Wisconsin Statutes is not required.

Section Six: Section 3.06 A.2 of the Zoning Code for the City of Kenosha is

hereby repealed and recreated as follows:

3.06 RS-3 SINGLE-FAMILY RESIDENTIAL DISTRICT

The primary purpose and characteristics of the RS-3 Single Family Residential District are intended to provide for single family residential development. The district is intended to incorporate existing and new single family neighborhoods which are characterized by smaller lots located generally in the central area of the City. Land may only be rezoned to the RS-3 District in accordance with Section 3.03.

A. Permitted Uses.

2. Community Living Arrangements with a capacity for eight (8) or fewer persons which are in conformance with §62.23 (7)(i), Wisconsin Statutes except that if all of the persons served are disabled or handicapped under the Fair Housing Amendment Act (FHAA) or the Americans with Disabilities Act (ADA) and are living in the adult family home or community-based residential facility because of their disability or handicap, compliance with §62.23 (7)(i), Wisconsin Statutes is not required.

Section Seven: Section 3.07 A.3 of the Zoning Code for the City of Kenosha is

hereby repealed and recreated as follows:

3.07 RD TWO-FAMILY RESIDENTIAL DISTRICT

The primary purpose and characteristics of the Rd Two-Family Residential District are intended to provide for two-family residential development.

A. Permitted Uses.

3. Community Living Arrangements with a capacity for eight (8) or fewer persons which are in conformance with §62.23 (7)(i), Wisconsin Statutes except that if all of the persons served are disabled or handicapped under the Fair Housing Amendment Act (FHAA) or the Americans with Disabilities Act (ADA) and are living in the adult family home or community-based residential facility because of their disability or handicap, compliance with §62.23 (7)(i), Wisconsin Statutes is not required.

Section Eight: Section 3.08 A.3 of the Zoning Code for the City of Kenosha is

hereby repealed and recreated as follows:

3.08 RG-1 GENERAL RESIDENTIAL DISTRICT

The primary purpose and characteristics of the RG-1 General Residential District are intended to provide for single and two-family residential development. This district is intended to incorporate existing and new single and two-family neighborhoods, which are characterized by smaller lots located generally in the central area of the City. Land may only be rezoned to the RR-1 District in accordance with Section 3.03.

A. Permitted Uses.

3. Community Living Arrangements with a capacity for eight (8) or fewer persons which are in conformance with §62.23 (7)(i), Wisconsin Statutes except that if all of the persons served are disabled or handicapped under the Fair Housing Amendment Act (FHAA) or the Americans with Disabilities Act (ADA) and are living in the adult family home or community-based residential facility because of their disability or handicap, compliance with §62.23 (7)(i), Wisconsin Statutes is not required.

Section Nine: Section 3.24 A.3 of the Zoning Code for the City of Kenosha is

hereby repealed and recreated as follows:

3.24 A-1 GENERAL AGRICULTURAL DISTRICT

The primary purpose and characteristics of the A-1 General Agricultural District is to maintain, preserve, and enhance agricultural lands historically utilized for crop production and which are generally best suited for smaller farm units, including truck farming, horse farming, hobby farming, orchards, and other similar agricultural related farming activity. This District is also intended to provide areas for activities normally associated with rural surroundings, such as rural estate and other existing residential development such as existing residential development abutting town and county roads along which further development may occur as essential services become available.

A. Permitted Uses:

3. Community Living Arrangements with a capacity of eight (8) or fewer persons and which are in conformance with §62.23 (7) (i), Wisconsin Statutes except that if all of the persons served are disabled or handicapped under the Fair Housing Amendment Act (FHAA) or the Americans with Disabilities Act (ADA) and are living in the adult family home or community-based residential facility because of their disability or handicap, compliance with §62.23 (7)(i), Wisconsin Statutes is not required.

Section Ten: Section 3.31 A.3 of the Zoning Code for the City of Kenosha is

hereby repealed and recreated as follows:

3.31 TRD-1 TRADITIONAL SINGLE AND TWO FAMILY RESIDENTIAL DISTRICT

The primary purpose and characteristics of the TRD-1 Traditional Single Family and Two Family Residential District is to provide for residential development at densities not to exceed six (6) dwelling units per acre. This District is further intended to provide for a traditional residential community encompassing no less than five (5) acres of land or at least one (1) entire block with housing types that are designed to establish and/or reinforce the street with building entrances primarily addressing the street and creating an environment that promotes pedestrian activity and interest on the street. The principal buildings are typically situated on narrower lots with shorter setbacks to the front and side yards, which still allow for porches, fences and small lawns. The parking is generally located at or behind the front facade of the principal building.

A. Permitted Uses.

3. Community Living Arrangements with a capacity for eight (8) or fewer persons which are in conformance with Section 62.23(7)(i), Wisconsin Statutes, including Assisted Living Facilities except

that if all of the persons served are disabled or handicapped under the Fair Housing Amendment Act (FHAA) or the Americans with Disabilities Act (ADA) and are living in the adult family home or community-based residential facility because of their disability or handicap, compliance with §62.23 (7) (i), Wisconsin Statutes is not required.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

ORDINANCE NO. _____

BY: THE MAYOR

**TO REPEAL AND RECREATE VARIOUS SECTION(S)
OF THE ZONING CODE FOR THE CITY OF KENOSHA
REGARDING PERMITTED USES IN RESIDENTIAL
DISTRICTS TO EXEMPT RESIDENTIAL FACILITIES
FOR EIGHT OR FEWER DISABLED INDIVIDUALS
FROM CERTAIN STATUTORY REQUIREMENTS.**

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

Section One: Section 3.031 A.1 of the Zoning Code for the City of Kenosha is

hereby repealed and recreated as follows:

3.031 RR-1 RURAL SINGLE-FAMILY RESIDENTIAL DISTRICT The primary purpose and characteristics of the RR-1 Rural Single Family Residential District is to provide for single family residential development, in a predominately rural setting, at densities not to exceed 1.1 dwelling units per acre.

A. Permitted Uses.

1. Community Living Arrangements with a capacity of eight (8) or fewer persons which are in conformance with §62.23 (7)(i), Wisconsin Statutes except that if all of the persons served are disabled or handicapped under the Fair Housing Amendment Act (FHAA) or the Americans with Disabilities Act (ADA) and are living in the adult family home or community-based residential facility because of their disability or handicap, compliance with §62.23 (7)(i), Wisconsin Statutes is not required.

Section Two: Section 3.032 A.1 of the Zoning Code for the City of Kenosha is

hereby repealed and recreated as follows:

3.032 RR-2 SUBURBAN SINGLE-FAMILY RESIDENTIAL DISTRICT The primary purpose and characteristics of the RR-2 Suburban Single family Residential District is to provide for single family residential development in suburban settings at densities not to exceed 2.6 dwelling units per acre served by public sanitary sewage facilities.

A. Permitted Uses.

1. Community Living Arrangements with a capacity of eight (8) or fewer persons which are in conformance with §62.23 (7) (i), Wisconsin Statutes except that if all of the persons served are disabled or handicapped under the Fair Housing Amendment Act (FHAA) or the Americans with Disabilities Act (ADA) and are living in the adult family home or community-based residential facility because of their disability or handicap, compliance with §62.23 (7)(i), Wisconsin Statutes is not required.

Section Three: Section 3.033 A.3 of the Zoning Code for the City of Kenosha is

hereby repealed and recreated as follows:

3.033 RR-3 URBAN SINGLE-FAMILY RESIDENTIAL DISTRICT. The primary purpose and characteristics of the RR-3 Urban Single Family Residential District are intended to provide for single family residential development, at densities not to exceed 4.4 dwelling units per acre.

A. Permitted Uses.

3. Community Living Arrangements with a capacity for eight (8) or fewer persons which are in conformance with §62.23 (7)(i), Wisconsin Statutes except that if all of the persons served are disabled or handicapped under the Fair Housing Amendment Act (FHAA) or the Americans with Disabilities Act (ADA) and are living in the adult family home or community-based residential facility because of their disability or handicap, compliance with §62.23 (7)(i), Wisconsin Statutes is not required.

Section Four: Section 3.04 A.3 of the Zoning Code for the City of Kenosha is hereby

repealed and recreated as follows:

3.04 RS-1 SINGLE-FAMILY RESIDENTIAL DISTRICT

The primary purpose and characteristics of the Rs-1 Single Family Residential District are intended to provide for single family residential development, at densities not to exceed 5.5 dwelling units per acre.

A. Permitted Uses

3. Community Living Arrangements with a capacity for eight (8) or fewer persons which are in conformance with §62.23 (7)(i), Wisconsin Statutes except that if all of the persons served are disabled or handicapped under the Fair Housing Amendment Act (FHAA) or the Americans with Disabilities Act (ADA) and are living in the adult family home or community-based residential facility because of their disability or handicap, compliance with §62.23 (7)(i), Wisconsin Statutes is not required.

Section Five: Section 3.05 A.2 of the Zoning Code for the City of Kenosha is

hereby repealed and recreated as follows:

3.05 RS-2 SINGLE-FAMILY RESIDENTIAL DISTRICT

The primary purpose and characteristics of the Rs-2 Single-Family Residential District are intended to provide for single family residential development, at densities not to exceed 6.2 dwelling units per acre.

A. Permitted Uses.

2. Community Living Arrangements with a capacity for eight (8) or fewer persons which are in conformance with §62.23 (7)(i), Wisconsin Statutes except that if all of the persons served are disabled or handicapped under the Fair Housing Amendment Act (FHAA) or the Americans with Disabilities Act (ADA) and are living in the adult family home or community-based residential facility because of their disability or handicap, compliance with §62.23 (7)(i), Wisconsin Statutes is not required.

Section Six: Section 3.06 A.2 of the Zoning Code for the City of Kenosha is

hereby repealed and recreated as follows:

3.06 RS-3 SINGLE-FAMILY RESIDENTIAL DISTRICT

The primary purpose and characteristics of the RS-3 Single Family Residential District are intended to provide for single family residential development. The district is intended to incorporate existing and new single family neighborhoods which are characterized by smaller lots located generally in the central area of the City. Land may only be rezoned to the RS-3 District in accordance with Section 3.03.

A. Permitted Uses.

2. Community Living Arrangements with a capacity for eight (8) or fewer persons which are in conformance with §62.23 (7)(i), Wisconsin Statutes except that if all of the persons served are disabled or handicapped under the Fair Housing Amendment Act (FHAA) or the Americans with Disabilities Act (ADA) and are living in the adult family home or community-based residential facility because of their disability or handicap, compliance with §62.23 (7)(i), Wisconsin Statutes is not required.

Section Seven: Section 3.07 A.3 of the Zoning Code for the City of Kenosha is

hereby repealed and recreated as follows:

3.07 RD TWO-FAMILY RESIDENTIAL DISTRICT

The primary purpose and characteristics of the Rd Two-Family Residential District are intended to provide for two-family residential development.

A. Permitted Uses.

3. Community Living Arrangements with a capacity for eight (8) or fewer persons which are in conformance with §62.23 (7)(i), Wisconsin Statutes except that if all of the persons served are disabled or handicapped under the Fair Housing Amendment Act (FHAA) or the Americans with Disabilities Act (ADA) and are living in the adult family home or community-based residential facility because of their disability or handicap, compliance with §62.23 (7)(i), Wisconsin Statutes is not required.

Section Eight: Section 3.08 A.3 of the Zoning Code for the City of Kenosha is

hereby repealed and recreated as follows:

3.08 RG-1 GENERAL RESIDENTIAL DISTRICT

The primary purpose and characteristics of the RG-1 General Residential District are intended to provide for single and two-family residential development. This district is intended to incorporate existing and new single and two-family neighborhoods, which are characterized by smaller lots located generally in the central area of the City. Land may only be rezoned to the RR-1 District in accordance with Section 3.03.

A. Permitted Uses.

3. Community Living Arrangements with a capacity for eight (8) or fewer persons which are in conformance with §62.23 (7)(i), Wisconsin Statutes except that if all of the persons served are disabled or handicapped under the Fair Housing Amendment Act (FHAA) or the Americans with Disabilities Act (ADA) and are living in the adult family home or community-based residential facility because of their disability or handicap, compliance with §62.23 (7)(i), Wisconsin Statutes is not required.

Section Nine: Section 3.24 A.3 of the Zoning Code for the City of Kenosha is hereby repealed and recreated as follows:

3.24 A-1 GENERAL AGRICULTURAL DISTRICT

The primary purpose and characteristics of the A-1 General Agricultural District is to maintain, preserve, and enhance agricultural lands historically utilized for crop production and which are generally best suited for smaller farm units, including truck farming, horse farming, hobby farming, orchards, and other similar agricultural related farming activity. This District is also intended to provide areas for activities normally associated with rural surroundings, such as rural estate and other existing residential development such as existing residential development abutting town and county roads along which further development may occur as essential services become available.

A. Permitted Uses:

3. Community Living Arrangements with a capacity of eight (8) or fewer persons and which are in conformance with §62.23 (7) (i), Wisconsin Statutes except that if all of the persons served are disabled or handicapped under the Fair Housing Amendment Act (FHAA) or the Americans with Disabilities Act (ADA) and are living in the adult family home or community-based residential facility because of their disability or handicap, compliance with §62.23 (7)(i), Wisconsin Statutes is not required.

Section Ten: Section 3.31 A.3 of the Zoning Code for the City of Kenosha is hereby repealed and recreated as follows:

3.31 TRD-1 TRADITIONAL SINGLE AND TWO FAMILY RESIDENTIAL DISTRICT

The primary purpose and characteristics of the TRD-1 Traditional Single Family and Two Family Residential District is to provide for residential development at densities not to exceed six (6) dwelling units per acre. This District is further intended to provide for a traditional residential community encompassing no less than five (5) acres of land or at least one (1) entire block with housing types that are designed to establish and/or reinforce the street with building entrances primarily addressing the street and creating an environment that promotes pedestrian activity and interest on the street. The principal buildings are typically situated on narrower lots with shorter setbacks to the front and side yards, which still allow for porches, fences and small lawns. The parking is generally located at or behind the front facade of the principal building.

A. Permitted Uses.

3. Community Living Arrangements with a capacity for eight (8) or fewer persons which are in conformance with Section 62.23(7)(i), Wisconsin Statutes, including Assisted Living Facilities except

that if all of the persons served are disabled or handicapped under the Fair Housing Amendment Act (FHAA) or the Americans with Disabilities Act (ADA) and are living in the adult family home or community-based residential facility because of their disability or handicap, compliance with §62.23 (7) (i), Wisconsin Statutes is not required.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

62.23 CITIES

(hc) *Antenna facilities.* The governing body of a city may not enact an ordinance or adopt a resolution on or after May 6, 1994, or continue to enforce an ordinance or resolution on or after May 6, 1994, that affects satellite antennas with a diameter of 2 feet or less unless one of the following applies:

1. The ordinance or resolution has a reasonable and clearly defined aesthetic or public health or safety objective.

2. The ordinance or resolution does not impose an unreasonable limitation on, or prevent, the reception of satellite-delivered signals by a satellite antenna with a diameter of 2 feet or less.

3. The ordinance or resolution does not impose costs on a user of a satellite antenna with a diameter of 2 feet or less that exceed 10% of the purchase price and installation fee of the antenna and associated equipment.

(hd) *Amateur radio antennas.* The governing body of a city may not enact an ordinance or adopt a resolution on or after April 17, 2002, or continue to enforce an ordinance or resolution on or after April 17, 2002, that affects the placement, screening, or height of antennas, or antenna support structures, that are used for amateur radio communications unless all of the following apply:

1. The ordinance or resolution has a reasonable and clearly defined aesthetic, public health, or safety objective, and represents the minimum practical regulation that is necessary to accomplish the objectives.

2. The ordinance or resolution reasonably accommodates amateur radio communications.

(hg) *Amortization prohibited.* 1. In this paragraph, "amortization ordinance" means an ordinance that allows the continuance of the lawful use of a nonconforming building, premises, structure, or fixture that may be lawfully used as described under par. (h), but only for a specified period of time, after which the lawful use of such building, premises, structure, or fixture must be discontinued without the payment of just compensation.

2. Subject to par. (h), an ordinance enacted under this subsection may not require the removal of a nonconforming building, premises, structure, or fixture by an amortization ordinance.

(hi) *Payday lenders.* 1. In this paragraph:

a. "Licensee" has the meaning given in s. 138.14 (1) (i).

b. "Payday lender" means a business, owned by a licensee, that makes payday loans.

c. "Payday loan" has the meaning given in s. 138.14 (1) (k).

2. Except as provided in subds. 3., 4., and 5., no payday lender may operate in a city unless it receives a permit to do so from the city council, and the city council may not issue a permit to a payday lender if any of the following applies:

a. The payday lender would be located within 1,500 feet of another payday lender.

b. The payday lender would be located within 150 feet of a single-family or 2-family residential zoning district.

3. A city may regulate payday lenders by enacting a zoning ordinance that contains provisions that are more strict than those specified in subd. 2.

4. If a city has enacted an ordinance regulating payday lenders that is in effect on January 1, 2011, the ordinance may continue to apply and the city may continue to enforce the ordinance, but only if the ordinance is at least as restrictive as the provisions of subd. 2.

5. Notwithstanding the provisions of subd. 4., if a payday lender that is doing business on January 1, 2011, from a location that does not comply with the provisions of subd. 2., the payday lender may continue to operate from that location notwithstanding the provisions of subd. 2.

(hm) *Migrant labor camps.* The council of a city may not enact an ordinance or adopt a resolution that interferes with any repair or expansion of migrant labor camps, as defined in s. 103.90 (3), that are in existence on May 12, 1992, if the repair or expansion is required by an administrative rule promulgated by the department of workforce development under ss. 103.90 to 103.97. An

ordinance or resolution of a city that is in effect on May 12, 1992, and that interferes with any repair or expansion of existing migrant labor camps that is required by such an administrative rule is void.

(i) *Community and other living arrangements.* For purposes of this section, the location of a community living arrangement for adults, as defined in s. 46.03 (22), a community living arrangement for children, as defined in s. 48.743 (1), a foster home, as defined in s. 48.02 (6), or an adult family home, as defined in s. 50.01 (1) (a) or (b), in any city shall be subject to the following criteria:

1. No community living arrangement may be established after March 28, 1978 within 2,500 feet, or any lesser distance established by an ordinance of the city, of any other such facility. Agents of a facility may apply for an exception to this requirement, and such exceptions may be granted at the discretion of the city. Two community living arrangements may be adjacent if the city authorizes that arrangement and if both facilities comprise essential components of a single program.

2. Community living arrangements shall be permitted in each city without restriction as to the number of facilities, so long as the total capacity of such community living arrangements does not exceed 25 or one percent of the city's population, whichever is greater. When the capacity of the community living arrangements in the city reaches that total, the city may prohibit additional community living arrangements from locating in the city. In any city of the 1st, 2nd, 3rd or 4th class, when the capacity of community living arrangements in an aldermanic district reaches 25 or one percent of the population, whichever is greater, of the district, the city may prohibit additional community living arrangements from being located within the district. Agents of a facility may apply for an exception to the requirements of this subdivision, and such exceptions may be granted at the discretion of the city.

2m. A foster home that is the primary domicile of a foster parent and that is licensed under s. 48.62 or an adult family home certified under s. 50.032 (1m) (b) shall be a permitted use in all residential areas and is not subject to subds. 1. and 2. except that foster homes operated by corporations, child welfare agencies, churches, associations, or public agencies shall be subject to subds. 1. and 2.

2r. a. No adult family home described in s. 50.01 (1) (b) may be established within 2,500 feet, or any lesser distance established by an ordinance of the city, of any other adult family home described in s. 50.01 (1) (b) or any community living arrangement. An agent of an adult family home described in s. 50.01 (1) (b) may apply for an exception to this requirement, and the exception may be granted at the discretion of the city.

b. An adult family home described in s. 50.01 (1) (b) that meets the criteria specified in subd. 2r. a. and that is licensed under s. 50.033 (1m) (b) is permitted in the city without restriction as to the number of adult family homes and may locate in any residential zone, without being required to obtain special zoning permission except as provided in subd. 9.

3. In all cases where the community living arrangement has capacity for 8 or fewer persons being served by the program, meets the criteria listed in subds. 1. and 2., and is licensed, operated, or permitted under the authority of the department of health services or the department of children and families, that facility is entitled to locate in any residential zone, without being required to obtain special zoning permission except as provided in subd. 9.

4. In all cases where the community living arrangement has capacity for 9 to 15 persons being served by the program, meets the criteria listed in subds. 1. and 2., and is licensed, operated, or permitted under the authority of the department of health services or the department of children and families, that facility is entitled to locate in any residential area except areas zoned exclusively for single-family or 2-family residences except as provided in subd. 9., but is entitled to apply for special zoning permission to locate in those areas. The city may grant such special zoning permission

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at its discretion and shall make a procedure available to enable such facilities to request such permission.

5. In all cases where the community living arrangement has capacity for serving 16 or more persons, meets the criteria listed in subds. 1. and 2., and is licensed, operated, or permitted under the authority of the department of health services or the department of children and families, that facility is entitled to apply for special zoning permission to locate in areas zoned for residential use. The city may grant such special zoning permission at its discretion and shall make a procedure available to enable such facilities to request such permission.

6. The department of health services shall designate a single subunit within that department to maintain appropriate records indicating the location and number of persons served by each community living arrangement for adults, and such information shall be available to the public. The department of children and families shall designate a single subunit within that department to maintain appropriate records indicating the location and number of persons served by each community living arrangement for children, and such information shall be available to the public.

7. In this paragraph, "special zoning permission" includes but is not limited to the following: special exception, special permit, conditional use, zoning variance, conditional permit and words of similar intent.

8. The attorney general shall take all necessary action, upon the request of the department of health services or the department of children and families, to enforce compliance with this paragraph.

9. Not less than 11 months nor more than 13 months after the first licensure of an adult family home under s. 50.033 or of a community living arrangement and every year thereafter, the common council of a city in which a licensed adult family home or a community living arrangement is located may make a determination as to the effect of the adult family home or community living arrangement on the health, safety or welfare of the residents of the city. The determination shall be made according to the procedures provided under subd. 10. If the common council determines that the existence in the city of a licensed adult family home or a community living arrangement poses a threat to the health, safety or welfare of the residents of the city, the common council may order the adult family home or community living arrangement to cease operation unless special zoning permission is obtained. The order is subject to judicial review under s. 68.13, except that a free copy of the transcript may not be provided to the adult family home or community living arrangement. The adult family home or community living arrangement must cease operation within 90 days after the date of the order, or the date of final judicial review of the order, or the date of the denial of special zoning permission, whichever is later.

9m. The fact that an individual with acquired immunodeficiency syndrome or a positive HIV test, as defined in s. 252.01 (2m), resides in a community living arrangement with a capacity for 8 or fewer persons may not be used under subd. 9. to assert or prove that the existence of the community living arrangement in the city poses a threat to the health, safety or welfare of the residents of the city.

10. A determination made under subd. 9. shall be made after a hearing before the common council. The city shall provide at least 30 days' notice to the licensed adult family home or the community living arrangement that such a hearing will be held. At the hearing, the licensed adult family home or the community living arrangement may be represented by counsel and may present evidence and call and examine witnesses and cross-examine other witnesses called. The common council may call witnesses and may issue subpoenas. All witnesses shall be sworn by the common council. The common council shall take notes of the testimony and shall mark and preserve all exhibits. The common council may, and upon request of the licensed adult family home or the community living arrangement shall, cause the proceedings to be taken by a stenographer or by a recording device, the expense

thereof to be paid by the city. Within 20 days after the hearing, the common council shall mail or deliver to the licensed adult family home or the community living arrangement its written determination stating the reasons therefor. The determination shall be a final determination.

(7a) EXTRATERRITORIAL ZONING. The governing body of any city which has created a city plan commission under sub. (1) and has adopted a zoning ordinance under sub. (7) may exercise extraterritorial zoning power as set forth in this subsection. Insofar as applicable sub. (7) (a), (b), (c), (ca), (h) and (i) shall apply to extraterritorial zoning ordinances enacted under this subsection. This subsection shall also apply to the governing body of any village.

(a) Extraterritorial zoning jurisdiction means the unincorporated area within 3 miles of the corporate limits of a first, second or third class city, or 1 1/2 miles of a fourth class city or a village. Wherever extraterritorial zoning jurisdictions overlap, the provisions of s. 66.0105 shall apply and any subsequent alteration of the corporate limits of the city by annexation, detachment or consolidation proceedings shall not affect the dividing line as initially determined under s. 66.0105. The governing body of the city shall specify by resolution the description of the area to be zoned within its extraterritorial zoning jurisdiction sufficiently accurate to determine its location and such area shall be contiguous to the city. The boundary line of such area shall follow government lot or survey section or fractional section lines or public roads, but need not extend to the limits of the extraterritorial zoning jurisdiction. Within 15 days of the adoption of the resolution the governing body shall declare its intention to prepare a comprehensive zoning ordinance for all or part of its extraterritorial zoning jurisdiction by the publication of the resolution in a newspaper having general circulation in the area proposed to be zoned, as a class 1 notice, under ch. 985. The city clerk shall mail a certified copy of the resolution and a scale map reasonably showing the boundaries of the extraterritorial jurisdiction to the clerk of the county in which the extraterritorial jurisdiction area is located and to the town clerk of each town, any part of which is included in such area.

(b) The governing body may enact, without referring the matter to the plan commission, an interim zoning ordinance to preserve existing zoning or uses in all or part of the extraterritorial zoning jurisdiction while the comprehensive zoning plan is being prepared. Such ordinance may be enacted as is an ordinary ordinance but shall be effective for no longer than 2 years after its enactment, unless extended as provided in this paragraph. Within 15 days of its passage, the governing body of the city shall publish the ordinance in a newspaper having general circulation in the area proposed to be zoned as a class 1 notice, under ch. 985, or as a notice, as described under s. 62.11 (4) (c) 2., and the city clerk shall mail a certified copy of the ordinance to the clerk of the county in which the extraterritorial jurisdiction is located and to the clerk of each town affected by the interim zoning ordinance and shall file a copy of the ordinance with the city plan commission. The governing body of the city may extend the interim zoning ordinance for no longer than one year, upon the recommendation of the joint extraterritorial zoning committee established under par. (c). No other interim zoning ordinance shall be enacted affecting the same area or part thereof until 2 years after the date of the expiration of the interim zoning ordinance or the one year extension thereof. While the interim zoning ordinance is in effect, the governing body of the city may amend the districts and regulations of the ordinance according to the procedure set forth in par. (f).

(c) If the governing body of the city adopts a resolution under par. (a), it shall direct the plan commission to formulate tentative recommendations for the district plan and regulations within all or a part of the extraterritorial zoning jurisdiction as described in the resolution adopted under par. (a). When the plan commission is engaged in the preparation of such district plan and regulations, or amendments thereto, a joint extraterritorial zoning committee shall be established. Such joint committee shall consist of 3 citizen members of the plan commission, or 3 members of the plan

DRAFT 08.12.10

03.15.11

03.21.11

BY: ALDERPERSON THEODORE RUFFALO

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

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

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

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

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

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

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

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

purpose of outdoor consumption of alcohol beverages.

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

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

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

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

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

1. The application form shall include:

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

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

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

d. Nature of business.

e. Maximum number of tables and chairs.

f. Zoning District.

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

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

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

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

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

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

insured under the terms of this policy.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

J. Conditions of Issuance of Permit.

1. Design Regulations.

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

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

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

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

2. Location Regulations.

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

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

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

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

3. Operational Regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

ORDINANCE NO. _____

BY: ALDERPERSON THEODORE RUFFALO

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. The application form shall include:

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

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

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

d. Nature of business.

e. Maximum number of tables and chairs.

f. Zoning District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

J. Conditions of Issuance of Permit.

1. Design Regulations.

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

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

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

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

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

2. Location Regulations.

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

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

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

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

3. Operational Regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

standards listed under each item.

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

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

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

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

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

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

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

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

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

ORDINANCE NO. _____

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

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

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

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

Kenosha, Wisconsin, is hereby renumbered as follows:

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

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

Kenosha, Wisconsin, is hereby created as follows:

11.025 SOCIAL HOST

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

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

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

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

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

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

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

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

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

(b) As a legal guardian; or

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

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

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

8. Present. Being at hand or in attendance.

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

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

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

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

D. Exceptions.

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

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

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

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

ORDINANCE NO. _____

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

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

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

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

Kenosha, Wisconsin, is hereby renumbered as follows:

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

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

Kenosha, Wisconsin, is hereby created as follows:

11.025 SOCIAL HOST

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

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

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

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

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

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

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

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

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

(b) As a legal guardian; or

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

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

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

8. Present. Being at hand or in attendance.

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

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

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

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

D. Exceptions.

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

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

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

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

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

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

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

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

13.07~~13.07~~ 13.15 TAXICABS AND DRIVERS

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

13.07 PUBLIC PASSENGER VEHICLE REGULATION

A. General Provisions.

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

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

2. Definitions. In this chapter:

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

to drivers of public passenger vehicles.

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

- t. **PERMITTEE, INDIVIDUAL** means a person who has been issued 4 or fewer vehicle permits.
- u. **PERSON** means any individual, partnership, corporation or association.
- v. **PLYING** means solicitation of potential taxicab customers, including the use of flashing lights mounted anywhere on the vehicle, soliciting or taking orders by telephone, cruising, stopping, whether in taxicab stands or not, or in any other manner holding out to the public that such taxicab is available for hire.
- w. **PRE-RESERVED GROUP** means any affiliated group of 5 or more passengers hiring a public passenger vehicle for transport from a point of origin to fixed destinations.
- x. **PUBLIC PASSENGER VEHICLE** means a vehicle which is used for the transportation of passengers for hire, including handicapped elderly livery, luxury limousine, pedicab, motorcycle used for tours, shuttle vehicle, and meter or zone fare taxicab. Public passenger vehicle does not include:
 - (1) A vehicle operated on fixed routes pursuant to authority granted by the county, state or federal government.
 - (2) A vehicle which is rented to be driven by the renter or an agent.
 - (3) A vehicle operated solely as a funeral car.
 - (4) A vehicle used in a carpool operated by private individuals.
 - (5) A commercial motor vehicle as defined under s. 340.01(8), Wis. Stats., as amended.
- y. **RIDE SHARING** means a method of operating a vehicle in which passengers sharing a common portion of a trip may enter the vehicle at one or more points of origin and disembark at one or more destinations, each passenger paying an individual fare for the trip.
- z. **SHUTTLE VEHICLE** means a privately owned vehicle which is solely engaged in the business of carrying passengers in either a:
 - (1) Shared ride service for hire on a fixed route and fixed schedule to and from predetermined locations; or
 - (2) Group travel service for hire on a pre-reserved basis only, provided that the vehicle has a passenger-carrying capacity of 5 or more persons, excluding the driver. "Passenger-carrying capacity" is the seating capacity of the vehicle which has been specified by the manufacturer, or established by the chief of police upon visual inspection of the vehicle.
- aa. **STANDS** means street curb locations which are designated for a particular type of permitted vehicles.
- bb. **TAXICAB** means public passenger vehicle with 3 or more doors which operates without a fixed route or schedule.
- cc. **TAXICAB, HOODED METER** means a meter fare taxicab which has its meter covered and is operating as a zone fare taxicab.
- dd. **TAXICAB, METER FARE** means a taxicab designated as a meter fare taxicab on its permit and equipped with a taximeter.
- ee. **TAXICAB, ZONE FARE** means a vehicle designated a zone fare taxicab on its permit and which charges fares based on a series of geographically defined zones.
- ff. **TAXIMETER** means a device by which the charge for hire of a taxicab is calculated, either for distance traveled or for waiting time, or for both, and upon which such charge is indicated by means of numbers.

B. Vehicle Regulations

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

assure adequate accommodations to the public.

2. Public Passenger Vehicle Permits.

a. Permit Required.

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

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

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

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

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

c. Application.

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

(2) The application shall require:

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

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

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

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

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

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

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

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

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

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

d. Changes To Be Reported.

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

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

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

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

f. Fingerprinting.

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

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

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

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

h. Committee Action.

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

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

i. Disqualification. Whenever an applicant for a new or renewal public passenger vehicle permit has had his or her application denied, not renewed or revoked, no other application by the same applicant for any new public passenger vehicle permit shall be recommended for approval by the

licensing committee for a period of 12 months following the date of the denial, nonrenewal or revocation.

j. Issuance.

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

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

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

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

(c) A valid inspection sticker for the vehicle.

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

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

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

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

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

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

k. Regulations.

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

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

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

(4) **Replacement of Vehicle.**

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

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

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

permanently removed or obliterated.

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

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

l. Transfer of Permits.

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

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

m. Renewal.

(1) Procedure for Renewal.

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

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

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

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

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

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

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

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

n. Procedure for Nonrenewal, Revocation or Suspension.

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

o. Request to Surrender a Permit.

(1) If a permittee wishes to surrender his or her permit after receiving a notice for a hearing on

nonrenewal, suspension or revocation, the permittee must request, in writing, permission from the licensing committee to do so prior to the commencement of the hearing. The Committee on Licenses/Permits may approve the request, or deny the request and proceed with the hearing.

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

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

C. Vehicle Inspection.

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

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

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

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

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

D. Vehicle Standards and Equipment Requirements.

1. GENERAL REQUIREMENTS:

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

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

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

(2) Vehicle shall have an exterior which is free of any misshapen or deformed condition arising from collision, crash or other impact, excepting minor dents. Vehicles shall be free of holes in floorboards, and trunk shall be empty except for emergency equipment. Vehicle shall be free of exterior rust and exterior

must be painted a uniform color so as not to have patches of unmatched paint on the vehicle.

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

c. **Vehicle Markings.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. Rates Established.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

F. Public Passenger Vehicle Driver's License.

1. License Required.

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

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

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

a. Be at least 18 years of age.

- b. Possess a valid motor vehicle driver's license, excluding occupational licenses, issued by the state of Wisconsin.
- c. If desiring to operate a motorcycle for tours, possess a valid motor vehicle driver's license issued by the state of Wisconsin for the operation of "Class M" vehicles under ch. 343, Wis. Stats., as amended.
- d. If a driver of motorized vehicles, have successfully completed within 3 years prior to the date of any original application a defensive driving and safety course approved by the police department, or have retaken the course if convicted of more than 4 moving violations within one licensing period. The defensive driving course requirement is waived for drivers of non-motorized vehicles.
- e. If a driver of handicapped-elderly vehicles, have successfully completed within 3 years prior to the date of any original application a passenger assistance techniques training program approved by the commissioner of health.
- f. Be able to read, write and speak the English language to the extent necessary to operate a public service vehicle licensed by the city.
 - (1) To satisfy this requirement, applicants for licenses to operate taxicabs must, within 3 years prior to the date of any original application, pass a test established and administered by the city clerk regarding knowledge of city streets, major buildings, facilities and city regulations regarding public passenger vehicles.
 - (2) Alternate tests shall be available for those applicants who possess limited ability to read the English language.
 - (3) Any applicant taking any test under this paragraph shall, for identification, present a valid motor vehicle driver's license issued by the state of Wisconsin.
- g. Be of sound physique, with good eyesight, and not subject to epilepsy, vertigo, heart trouble or any other infirmity of body or mind which might render a person unfit for the safe operation of a public passenger vehicle.
- h. Be clean in dress and person.

3. Application.

- a. Application for a driver's license shall be filed with the city clerk on forms provided therefore. The application shall be signed and sworn to or affirmed by the applicant. The application shall require the following information:
 - (1) Name, home address and telephone number of the applicant.
 - (2) Date of birth, height, weight, color of eyes and hair of the applicant.
 - (3) Valid motor vehicle driver's license number issued by the state of Wisconsin.
 - (4) License classification for which the applicant is applying.
 - (5) Name, business address and telephone number of the person, firm, association or corporation for whom the applicant is or will be employed as a public passenger vehicle driver, if known.
 - (6) Whether the applicant has been convicted of any crime or ordinance violation within the last 5 years, the circumstances of which substantially relate to the activity for which a license is sought, nature of the convictions, and the jurisdiction in which the conviction occurred or whether the applicant has at any time been convicted of any felony crime at any time.
 - (7) Whether the applicant has prior to the date of application been licensed to operate a public passenger vehicle in this city.
 - (8) Whether the applicant has within the last 5 years had any motor vehicle driver's license issued by the state of Wisconsin suspended or revoked, and the nature of the suspension or revocation.

(9) Sworn statement by the applicant stating that the applicant is aware that the license may be subject to suspension, nonrenewal or revocation if the licensee violates any rule or regulation provided in this section.

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

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

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

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

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

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

8. **Committee Action.**

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

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

(1) Whether the applicant meets the municipal requirements.

(2) Whether the applicant has been charged with or convicted of any municipal offense, misdemeanor or other offense within five (5) years prior to the application.

(3) Whether the applicant has been charged with or convicted of any felony, the circumstances of which are substantially related to the licensed activity.

(4) Whether the applicant has within the last five (5) years had any motor vehicle driver's license issued by any state in the United States suspended or revoked.

(5) Any other factors which reasonably relate to public health, safety and welfare.

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

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

10. Change of License Classification.

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

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

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

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

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

b. At the time of renewal.

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

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

11. Renewal.

a. Procedure for Renewal.

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

b. If the police department files a written report summarizing the arrest and convictions of the applicant which could form a basis for nonrenewal, or there is a written objection to the renewal of the permit by any interested person, the application shall be forwarded to the licensing committee for its

recommendation as to whether or not each permit should be renewed.

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

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

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

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

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

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

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

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

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

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

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

13. Operating Regulations for all Public Passenger Vehicles.

a. License To Be Exhibited.

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

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

b. Driver Name and Receipt.

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

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

c. Failure to Pay Fare.

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

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

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

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

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

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

h. Misrepresentation and False Vouchers Prohibited.

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

being in the employment of another person.

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

i. **Prohibited Activities.** The following activities are prohibited:

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

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

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

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

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

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

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

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

m. **Daily Safety Checklist.**

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

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

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

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

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

14. Additional Operating Regulations.

a. Taxicabs.

(1) Taxi Stand Use.

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

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

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

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

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

b. Shuttle Vehicles.

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

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

15. Penalty. Any person who shall violate any of the terms and conditions of this Ordinance shall, upon conviction thereof, forfeit not more than Five Hundred (\$500.00) Dollars, plus the costs of prosecution, in

addition to all applicable surcharges and assessments, and in default of the timely payment thereof be confined in the County Jail for a period not to exceed thirty (30) days.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

ORDINANCE NO. _____

BY: MAYOR

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

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

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

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

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

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

Section Two: This Ordinance shall become effective upon passage and

publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

ORDINANCE NO. _____

BY: MAYOR

DRAFT 01.11.11

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

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

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

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

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

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

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

32. Sidewalk sales.

43. Organizations not licensed under this Ordinance.

Section Two: This Ordinance shall become effective upon passage and

publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

ORDINANCE NO. _____

DRAFT 03/17/11

BY: MAYOR

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

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

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

Kenosha, Wisconsin, is hereby repealed.

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

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

Kenosha, Wisconsin, is hereby repealed.

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

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

ORDINANCE NO. _____

BY: MAYOR

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

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

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

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

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

ORDINANCE NO. _____

DRAFT 12/16/10
03/30/11

BY: THE MAYOR

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

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

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

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

3.05 DUTIES

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

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

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

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

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

ORDINANCE NO. _____

BY: THE MAYOR

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

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

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

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

3.05 DUTIES

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

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

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

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

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**To Specially Assess Certain Parcel(s) of Property for Graffiti Removal
(Miscellaneous Assessment)**

BE IT RESOLVED, that special assessments for graffiti removal during 2011, in the total amount of **\$350.00**, be levied against the parcel(s) of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2011

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, Deputy City Clerk
Debra L. Salas

Drafted by:
Department of Neighborhood Services and Inspections

/saz

		FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT
PARCEL NUMBER	LOT			\$350.00
05-123-06-479-017-0	0			

GRAFFITI REMOVAL

PROPERTY ADDRESS
GURPAL WISCONSIN STATIONS LLC
704 075 ST

MAIL TO ADDRESS
GURPAL WISCONSIN STATIONS LLC
9653 N GRANVILLE RD
MEQUON, WI 53097

LEGAL DESCRIPTION
4132-1B SE 1/4 SEC 7 T 1 R 23
COM NW COR 7TH AVE & 75TH ST
TH N'LY 110.9 FT W 145.15 FT S
110.3 FT* TO N LN 75TH ST E TO
BEG V977 P230
DOC#1394141

		STREET TOTAL	0.00	\$350.00
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PAGE 1

GRAND TOTALS	PARCELS	1	FOOTAGE	0.000	TOTAL COST	\$350.00
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PAGE 2

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

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

BE IT RESOLVED, that special assessments for boarding and securing (account #110-00-46808) during 2011, in the total amount of **\$660.57**, be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2011

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, Deputy City Clerk
Debra L. Salas

Drafted by:
Department of Neighborhood Services and Inspections

/saz

		ADMIN. FEE	CHARGE	TOTAL ASSESSMENT
PARCEL NUMBER	LOT	\$100.00	\$222.12	\$322.12
08-222-26-451-009-0				

PROPERTY ADDRESS
RONALD W WRIGHT
4335 045 AV

MAIL TO ADDRESS
RONALD W WRIGHT
4335 45TH AVE
KENOSHA, WI 53144

LEGAL DESCRIPTION

SE 1/4 SEC 26 T2 R22 BEG 669
FT E AND 418 FT N OF SW COR OF
SD 1/4 SEC TH N 53 FT E 330 FT
S 53 FT W 330 FT TO PT OF BEG
EXC W 25 FT FOR RD
V 1660 P 718
DOC#1139139
DOC#1174396
DOC#1175218

PARCEL NUMBER	LOT	\$100.00	\$72.12	\$172.12
10-223-18-378-020-0				

PROPERTY ADDRESS
DEUTSCHE BANK NA TRUSTEE
1771 MAD RD

MAIL TO ADDRESS
DEUTSCHE BANK NA TRUSTEE
1675 PALM BEACH LAKES BLVD 4
WEST PALM BEACH, FL 33401-2110

LEGAL DESCRIPTION

LOT 428 NORTHERN ESTATES SUB
PT OF SW 1/4 SEC 18 T 2 R 23
V1701 P 203
DOC#1499392
DOC#1627549

PARCEL NUMBER	LOT	ADMIN. FEE	CHARGE	TOTAL ASSESSMENT
11-223-30-481-011-0		\$100.00	\$66.33	\$166.33

PROPERTY ADDRESS
 MARK R YUNKER
 4308 006 AV

MAIL TO ADDRESS
 MARK R YUNKER
 4308 6TH AVE
 KENOSHA, WI 53140-2932

LEGAL DESCRIPTION
 S 44 FT OF N 88 FT OF LOTS 1 &
 2 B 50 PT OF SE 1/4 SEC 30 T 2
 R 23

 STREET TOTAL 3.00 \$660.57

PAGE 2

GRAND TOTALS PARCELS 3 FOOTAGE 3.000 TOTAL COST \$660.57

PAGE 3

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

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

BE IT RESOLVED, that special assessments for reinspection fees during 2011, in the total amount of **\$1,264.00**, be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2011

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, Deputy City Clerk
Debra L. Salas

Drafted by:
Department of Neighborhood Services and Inspections

/saz

		ADMIN. FEE	INSPC. FEE	TOTAL ASSESSMENT
PARCEL NUMBER	LOT	\$100.00	\$72.00	\$172.00
05-123-06-132-004-0				

PROPERTY ADDRESS
 MARK & CINDY PETERSON
 6203 012 AV

MAIL TO ADDRESS
 MARK & CINDY PETERSON
 115 N 71ST ST
 MILWAUKEE, WI 53213

LEGAL DESCRIPTION
 THE N 46 FT OF LOT 8 BLK 11 EXC
 THE E 42 FT NICHOLS & HOLMES ADD
 TO VILLAGE OF SOUTHPORT NE1/4
 SEC 6 T1 R23 1996 LOT LINE ADJ
 DOC #998796
 DOC #999119
 DOC#1004786
 DOC#1165004
 DOC#1277065
 DOC#1278205
 DOC#1484834
 DOC#1484835

PARCEL NUMBER	LOT	\$100.00	\$72.00	\$172.00
09-222-36-307-021-0				

PROPERTY ADDRESS
 DANIEL VARGAS
 5532 033 AV

MAIL TO ADDRESS
 DANIEL VARGAS
 5532 33RD AVE
 KENOSHA, WI 53144-2818

LEGAL DESCRIPTION
 LOT 56 LAWDALE SUB BEING PT
 OF SW 1/4 SEC 36 T 2 R 22
 ALSO THE E 5 FT VAC ALLEY
 RES #151-05 DOC #1460174
 (2006 LOT LINE ADJUSTMENT)
 DOC #1105838
 DOC #1417515

		ADMIN. FEE	INSPC. FEE	TOTAL ASSESSMENT
PARCEL NUMBER	LOT	\$100.00	\$360.00	\$460.00
11-223-30-436-020-0				

PROPERTY ADDRESS
 JOPPA LODGE NO 9 F & A.M.
 4054 007 AV

MAIL TO ADDRESS
 JOPPA LODGE NO 9 F & A M
 4054 7TH AVE
 KENOSHA, WI 53140

LEGAL DESCRIPTION
 SE 1/4 SEC 30 T 2 R 23
 DUNNEBACK'S SUB BLK 28 E 75FT
 OF LOT 1
 V 1361 P 588

PARCEL NUMBER	LOT	\$100.00	\$360.00	\$460.00
12-223-31-141-005-0				

PROPERTY ADDRESS
 MARY DEMET
 4611 008 AV

MAIL TO ADDRESS
 MARY DEMET
 2808 OREGON ST
 RACINE, WI 53405

LEGAL DESCRIPTION
 PT OF LOTS 2 & 3 BLK 63 ORIGINAL
 TOWN SOUTHPORT PT NE 1/4 SEC 31
 T 2 R 23 BEG ON E LINE 8TH AVE
 132 FT S OF S LINE 46TH ST TH E
 98.3 FT N 8FT W 37.8 FT N 31 FT
 W 60.5 FT S 39 FT TO BEG
 V 1548 P 144
 V 1633 P 132
 DOC #1255097
 DOC #1326540
 DOC #1363896
 DOC #1435724
 DOC#1434769 NOTE
 DOC#1500946

	STREET TOTAL	4.00	\$1,264.00
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GRAND TOTALS	PARCELS	4	FOOTAGE	4.000	TOTAL COST	\$1,264.00
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PAGE 2

PAGE 3

RESOLUTION NO. _____

BY: COMMITTEE ON FINANCE

**TO LEVY A SPECIAL ASSESSMENT UNDER AUTHORITY OF
CHARTER ORDINANCE NO. 26, AS AMENDED, UPON CERTAIN
PARCELS OF LAND WITHIN THE CITY OF KENOSHA, WISCONSIN**

WHEREAS, trash and debris located on certain parcels of land in the City of Kenosha, Wisconsin, has been ordered removed by the Health Department of the County of Kenosha, pursuant to Charter Ordinance No. 26, as amended by Charter Ordinance No.(s) 28, 30, and 33, of the City of Kenosha, Wisconsin; and,

WHEREAS, pursuant to Subsection G., Charter Ordinance No. 26, as amended, the cost of abatement, including the cost of service, mailing and publication, and a Seventy-five (\$75.00) Dollar Administrative Fee, is to be specially assessed against the real estate upon which such debris and trash were located; and,

WHEREAS, trash and debris has been removed by the City, through private contract, from various parcels of real estate at the costs of abatement and administration noted by a report from the Health Department dated March 14, 2011, for the City of Kenosha, a report on file in the Office of the City Clerk/Treasurer and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that pursuant to Charter Ordinance No. 26, as amended by Charter Ordinance No.(s) 28, 30, and 33, special assessments in the total amount of Three Thousand Eighty-Nine Dollars and sixty cents (\$3,089.60) are levied against the respective parcels of property listed in the report of the Health Department on file in the Office of the City Clerk/Treasurer for the City of Kenosha, Wisconsin, with interest thereon to be charged at seven and one-half (7.5%) percent per annum from the date of passage of this Resolution.

Adopted this _____ day of _____, 2011.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Date: _____

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney



COUNTY OF KENOSHA

John T. Jansen, Director
Department of Human Services

Cynthia Johnson, Director
Division of Health
Job Center / Human Services Building
8600 Sheridan Rd., Suite 600
Kenosha, WI 53143-6515
Phone: (262) 605-6700
Fax: (262) 605-6715

MAR 14 2011

DATE: March 14, 2011

TO: Edward R. Antaramian, City Attorney

FROM: Randall E. Wergin, R.S., Environmental Health Director *REW*

RE: Request of special assessments for the following properties, as per Charter Ordinance Number 26 - City of Kenosha

1.)	7403 11th Av	PARCEL #	05-123-06-454-008
	<u>OWNER OF RECORD:</u> Matthew Mathey 6118 32nd Av Upper Kenosha WI 53142	<u>ASSESSMENT:</u> Administrative Fee Clean up Certified Mail Newspaper Posting TOTAL:	75.00 165.00 6.15 <u>246.15</u>
	Cleanup Date: 1/5/2011		
2.)	6609 24th Av	PARCEL #	01-122-01-186-015
	<u>OWNER OF RECORD:</u> Freddie & Janet Delacy 9036 15th AV Kenosha WI 53143	<u>ASSESSMENT:</u> Administrative Fee Clean up Certified Mail Newspaper Posting TOTAL:	75.00 175.00 6.15 <u>256.15</u>
	Cleanup Date: 1/5/2011		
3.)	6424 12th AV	PARCEL #	05-123-06-133-011
	<u>OWNER OF RECORD:</u> Main Stream Properties 3512 Woodland LN Long Grove IL 60047	<u>ASSESSMENT:</u> Administrative Fee Clean up Certified Mail Newspaper Posting TOTAL:	75.00 125.00 <u>200.00</u>
	Cleanup Date: 1/5/2011		
4.)	6611 5th Av	PARCEL #	05-123-06-183-020
	<u>OWNER OF RECORD:</u> Secretary of Hud Denver Home Ownership Ctr 1670 Broadway 23rd Floor Denver CO 80202	<u>ASSESSMENT:</u> Administrative Fee Clean up Certified Mail Newspaper Posting TOTAL:	75.00 100.00 <u>175.00</u>
	Cleanup Date: 1/5/2011		

5.) **4026 Sheridan Rd** PARCEL # 11-223-30-434-013

OWNER OF RECORD:
 Joseph Sturino
 2011 75th St
 Kenosha WI 53143

ASSESSMENT:
 Administrative Fee 75.00
 Clean up 175.00
 Certified Mail 6.15
 Newspaper Posting _____
TOTAL: 256.15

Cleanup Date: 1/7/2011

6.) **1827 53rd St** PARCEL # 12-223-31-337-009

OWNER OF RECORD:
 Charles & Louise Feest
 24910 81st St
 Salem WI 53168

ASSESSMENT:
 Administrative Fee 75.00
 Clean up 165.00
 Certified Mail 6.15
 Newspaper Posting _____
TOTAL: 246.15

Cleanup Date: 1/10/2011

7.) **6616 14th Av** PARCEL # 05-123-06-281-032

OWNER OF RECORD:
 TK Distinct Properties
 10506 Old Green Bay Rd
 Pleasant Prairie WI 53158

ASSESSMENT:
 Administrative Fee 75.00
 Clean up 155.00
 Certified Mail _____
 Newspaper Posting _____
TOTAL: 230.00

Cleanup Date: 1/10/2011

8.) **6111 13th Av** PARCEL # 05-123-06-130-005

OWNER OF RECORD:
 Main Stream Properties LLC
 C/O Steve Lagasse
 3512 Woodland LN
 Long Grove IL 60047

ASSESSMENT:
 Administrative Fee 75.00
 Clean up 100.00
 Certified Mail _____
 Newspaper Posting _____
TOTAL: 175.00

Cleanup Date: 1/24/2011

9.) **6622 16th Av** PARCEL # 05-123-06-279-021

OWNER OF RECORD:
 Stanislaw & Agnieszka Wojnicki
 864 Tallgrass Dr
 Bartlett IL 60103

ASSESSMENT:
 Administrative Fee 75.00
 Clean up 225.00
 Certified Mail _____
 Newspaper Posting _____
TOTAL: 300.00

Cleanup Date: 1/24/2011

10.) **1121 63rd St** PARCEL # 05-123-06-134-003

OWNER OF RECORD:
 Liza Thober & David Brothen
 5808 Pershing Blvd
 Kenosha WI 53144

ASSESSMENT:
 Administrative Fee 75.00
 Clean up 155.00
 Certified Mail _____
 Newspaper Posting _____
TOTAL: 230.00

Cleanup Date: 1/24/2011

11.) **6618 26th Av** PARCEL # 01-122-01-160-016

OWNER OF RECORD:
 Phillip & Mary Ellen Kernes
 331 N Prairie Av
 Winthrop Harbor IL 60096

ASSESSMENT:
 Administrative Fee 75.00
 Clean up 100.00
 Certified Mail
 Newspaper Posting
TOTAL: 175.00

Cleanup Date: 2/25/2011

12.) **6638 21st Av** PARCEL # 05-123-06-257-016

OWNER OF RECORD:
 James & Constance Brown
 4042 7th AV
 Kenosha WI 53140

ASSESSMENT:
 Administrative Fee 75.00
 Clean up 100.00
 Certified Mail
 Newspaper Posting
TOTAL: 175.00

Cleanup Date: 2/25/2011

13.) **1214 63rd St** PARCEL # 05-123-06-130-027

OWNER OF RECORD:
 I-Life II LLC
 C/O Arkady Livs
 425 Huel Rd Unit 4-A
 Northbrook IL 60062

ASSESSMENT:
 Administrative Fee 75.00
 Clean up 175.00
 Certified Mail
 Newspaper Posting
TOTAL: 250.00

Cleanup Date: 2/25/2011

14.) **4416 18th Av** PARCEL # 11-223-30-362-021

OWNER OF RECORD:
 SL Nudi Properties I LLC
 2409 52nd St
 Kenosha WI 53140

ASSESSMENT:
 Administrative Fee 75.00
 Clean up 100.00
 Certified Mail
 Newspaper Posting
TOTAL: 175.00

Cleanup Date: 2/28/2011

CHARTER 26 TOTAL \$ 3,089.60

RESOLUTION NO. _____

BY: COMMITTEE ON PUBLIC WORKS

TO ORDER THE COST OF PUBLIC SIDEWALK AND/OR DRIVEWAY APPROACH CONSTRUCTION AND/OR REPLACEMENT TO BE SPECIALLY ASSESSED TO ABUTTING PROPERTY

WHEREAS, on the **18th day of April, 2011,** the Common Council of the City of Kenosha, Wisconsin, held a properly noticed Public Hearing and heard all persons wishing to be heard regarding public sidewalk and/or driveway approach construction, and/or replacement, at the cost of owners of parcels of property listed in a report on file in the Office of the Department of Public Works for the City of Kenosha, Wisconsin, which abut the following Streets:

32nd Avenue - 60th Street to 55th Street, Taft Road – Pershing Blvd to 39th Avenue, 88th Place - 47th Avenue to 43rd Avenue, 81st Street - 25th Avenue to 22nd Avenue, 25th Avenue - 32nd Street to 31st Street

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that pursuant to the authority of Section 5.05 of the Code of General Ordinances, and Section 66.0627, Wisconsin Statutes:

1. The owner of each parcel described on file may have the sidewalk and driveway approach abutting said parcel constructed, repaired or replaced ("Work") on or before the 9th day of May, 2011, upon obtaining a proper permit under Chapter 5 of the Code of General Ordinances.

2. If the owner fails to complete such Work within the time specified, the Common Council shall cause the Work to be done at the expense of the property owner by contract let to the lowest responsible bidder, and the Work will be paid for by assessing the cost of the Work to the benefited property. Invoices for said Work will be sent out on

Common Council Agenda Item H.2

or about the 1st of November. If the cost of Work is under One Hundred (\$100.00) Dollars, it shall be paid in its entirety within thirty (30) days of receipt of invoice. If the cost of Work is over One Hundred (\$100.00) Dollars, it may be paid in its entirety within thirty (30) days of receipt of invoice, and if not so paid, placed on the tax roll for a period of three (3) years at an interest rate of seven and one-half (7.5%) per annum. If not paid within the period fixed, such a delinquent special charge shall become a lien as provided in Section 66.0703(13), Wisconsin Statutes, as of the date of such delinquency, and shall automatically be extended upon the current or next tax roll as a delinquent tax against the property and all proceedings in relation to the collection, return and sale of property for delinquent real estate taxes shall apply to such special charge.

3. The Director of Public Works shall serve a copy of this Resolution on each property owner by publishing the same in the official newspaper, together with a mailing by first class mail to the owner, if their post office address is known or can be ascertained with reasonable diligence.

Adopted this 18th day of April, 2011.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

ASSESSED S.F./LN.	TOTAL ASSESSMENT
PARCEL NUMBER LOT 02-122-02-109-015-0	
NUMBER OF SQUARES	
PROPERTY ADDRESS THOMAS W & ALICEANN J STEVENSON FA 4112 TAF RD	
MAIL TO ADDRESS THOMAS W & ALICEANN STEVENSON 4112 TAF RD KENOSHA, WI 53142	
LEGAL DESCRIPTION LOT 679 FOREST PARK SUB BEING PT OF N 1/2 SEC 2 T 1 R 22 DOC#1000835 DOC#1145523 DOC#1281342 DOC#1559313	

ASSESSED S.F./LN.	TOTAL ASSESSMENT
PARCEL NUMBER LOT 02-122-02-109-016-0	
NUMBER OF SQUARES	
PROPERTY ADDRESS THOMAS W & ALICEANN J STEVENSON FA 4106 TAF RD	
MAIL TO ADDRESS THOMAS W & ALICEANN STEVENSON 4112 TAF RD KENOSHA, WI 53142	
LEGAL DESCRIPTION LOT 680 FOREST PARK SUB BEING PT OF N 1/2 SEC 2 T 1 R 22 DOC#1000835 DOC#1145523 DOC#1281342 DOC#1559313	

ASSESSED S.F./LN.	TOTAL ASSESSMENT
PARCEL NUMBER LOT 02-122-02-109-017-0	60.000 \$286.20
6" DRV APP 60.00SF @ \$4.77 = \$286.20	
NUMBER OF SQUARES	
PROPERTY ADDRESS MICHAEL D & CHRISTINE N ROMANO 4102 TAF RD	
MAIL TO ADDRESS MICHAEL D & CHRISTINE N ROMANO 4102 TAF RD KENOSHA, WI 53142-7058	
LEGAL DESCRIPTION LOT 681 FOREST PARK SUB BEING PT OF N 1/2 SEC 2 T 1 R 22 DOC#1149759	

ASSESSED S.F./LN.	TOTAL ASSESSMENT
PARCEL NUMBER LOT 02-122-02-109-018-0	110.000 \$524.70
6" CONC R-R 50.00SF @ \$4.77 = \$238.50	
6" DRV APP 60.00SF @ \$4.77 = \$286.20	
NUMBER OF SQUARES 2	
PROPERTY ADDRESS LOUIS A JULIANT ETAL 4012 TAF RD	
MAIL TO ADDRESS LOUIS A JULIANT ETAL 4012 TAF RD KENOSHA, WI 53142-7047	
LEGAL DESCRIPTION LOT 682 FOREST PARK SUB BEING PT OF N 1/2 SEC 2 T 1 R 22	

ASSESSED S.F./LN.	TOTAL ASSESSMENT
PARCEL NUMBER LOT 02-122-02-109-019-0	110.000 \$524.70
6" CONC R-R 50.00SF @ \$4.77 = \$238.50	
6" DRV APP 60.00SF @ \$4.77 = \$286.20	
NUMBER OF SQUARES 2	
PROPERTY ADDRESS DANIEL & MONICA WHITE 4009 TAF RD	
MAIL TO ADDRESS DANIEL & MONICA WHITE 4009 TAF RD KENOSHA, WI 53142	
LEGAL DESCRIPTION LOT 683 FOREST PARK SUB BEING PT OF N 1/2 SEC 2 T 1 R 22 DOC#1152122 DOC#1232261 DOC#1253645 DOC#1561605	

ASSESSED S.F./LN.	TOTAL ASSESSMENT
PARCEL NUMBER LOT 02-122-02-109-020-0	79.000 \$376.83
6" CONC R-R 25.00SF @ \$4.77 = \$119.25	
6" DRV APP 54.00SF @ \$4.77 = \$257.58	
NUMBER OF SQUARES 1	
PROPERTY ADDRESS MATTHEW J HARVALA & JENNIFER A BUS 4007 TAF RD	
MAIL TO ADDRESS MATTHEW J HARVALA JENNIFER A BUSHING KENOSHA, WI 53142-7047	
LEGAL DESCRIPTION LOT 684 FOREST PARK SUB BEING PT OF N 1/2 SEC 2 T 1 R 22 DOC#1389146 DOC#1410900	

ASSESSED S.F./LN.	TOTAL ASSESSMENT
PARCEL NUMBER LOT 02-122-02-109-021-0	104.000 \$257.58
6" DRV APP 54.00SF @ \$4.77 = \$257.58	
ADDITIONAL 50.00SF @ \$ 0.00 = \$ 0.00	
NUMBER OF SQUARES	
PROPERTY ADDRESS JAMES S & SUTANNE N GLENN 3944 TAF RD	
MAIL TO ADDRESS JAMES S & SUTANNE N GLENN 3944 TAF RD KENOSHA, WI 53142-7045	
LEGAL DESCRIPTION LOT 685 FOREST PARK SUB BEING PT OF N 1/2 SEC 2 T 1 R 22 V 1417 P 180 DOC#1117754 DOC#1402231	

ASSESSED S.F./LN.	TOTAL ASSESSMENT
PARCEL NUMBER LOT 02-122-02-109-022-0	
NUMBER OF SQUARES	
PROPERTY ADDRESS CHARLES A & JANISSE A LABROZ 3940 TAF RD	
MAIL TO ADDRESS CHARLES A & JANISSE A LABROZ 3940 TAF RD KENOSHA, WI 53142-7045	
LEGAL DESCRIPTION LOT 686 FOREST PARK SUB BEING PT OF N 1/2 SEC 2 T 1 R 22 V 1455 P 339	

ASSESSED S.F./LN.	TOTAL ASSESSMENT
PARCEL NUMBER LOT 02-122-02-108-023-0	NUMBER OF SQUARES
PROPERTY ADDRESS RICHARD C & KATHERINE B STRACHE 3934 TAF RD	
MAIL TO ADDRESS RICHARD C & KATHERINE STRACHE 3934 TAF RD KENOSHA, WI 53142-7045	LEGAL DESCRIPTION LOT 687 FOREST PARK SUB BEING PT OF N 1/2 SEC 2 T 1 R 22 V 1533 P 439 DOC #1365641

ASSESSED S.F./LN.	TOTAL ASSESSMENT
PARCEL NUMBER LOT 02-122-02-108-024-0	NUMBER OF SQUARES
PROPERTY ADDRESS KARLYN T EDWARDS 3930 TAF RD	
MAIL TO ADDRESS KARLYN T EDWARDS 3930 TAF RD KENOSHA, WI 53142-7045	LEGAL DESCRIPTION LOT 888 FOREST PARK SUB BEING PT OF N 1/2 OF SEC 2 T 1 R 22 DOC#1108335

ASSESSED S.F./LN.	TOTAL ASSESSMENT
PARCEL NUMBER LOT 02-122-02-108-025-0	NUMBER OF SQUARES
PROPERTY ADDRESS DAVID L DEBARTOLO & PELLEGRINA A P 3924 TAF RD	
MAIL TO ADDRESS DAVID L DEBARTOLO PELLEGRINA A PIGNONF KENOSHA, WI 53142-7045	LEGAL DESCRIPTION LOT 689 FOREST PARK SUB BEING PT OF N 1/2 OF SEC 2 T 1 R 22 DOC#1272714

ASSESSED S.F./LN.	TOTAL ASSESSMENT
PARCEL NUMBER LOT 02-122-02-108-026-0	NUMBER OF SQUARES
PROPERTY ADDRESS BETTY THOMSON 3920 TAF RD	
MAIL TO ADDRESS BETTY THOMSON 3920 TAF RD KENOSHA, WI 53142-7045	LEGAL DESCRIPTION LOT 690 FOREST PARK SUB BEING PT OF N 1/2 OF SEC 2 T 1 R 22 V 1535 P 396

ASSESSED S.F./LN.	TOTAL ASSESSMENT
PARCEL NUMBER LOT 02-122-02-108-027-0	NUMBER OF SQUARES
PROPERTY ADDRESS DANN M MARABELLA 3916 TAF RD	
MAIL TO ADDRESS DANN M MARABELLA 3916 TAF RD KENOSHA, WI 53142	LEGAL DESCRIPTION LOT 691 FOREST PARK SUB BEING PT OF N 1/2 OF SEC 2 T 1 R 22 DOC#1015770 DOC#1090857 DOC#1135762 DOC#1200591 DOC#1595836

ASSESSED S.F./LN.	TOTAL ASSESSMENT
PARCEL NUMBER LOT 02-122-02-108-028-0	NUMBER OF SQUARES
PROPERTY ADDRESS JOHN R BOSMANEK 3910 TAF RD	
MAIL TO ADDRESS JOHN R BOSMANEK 3910 TAF RD KENOSHA, WI 53142-7045	LEGAL DESCRIPTION LOT 692 EXC THE E 18 INCHES IN FOREST PARK SUB PT N 1/2 SEC 2 T 1 R 22 V 1413 P 450 DOC#1139061

ASSESSED S.F./LN.	TOTAL ASSESSMENT
PARCEL NUMBER LOT 02-122-02-108-029-0	NUMBER OF SQUARES
PROPERTY ADDRESS WILLIAM S & AMANDA R STEELE 3906 TAF RD	
MAIL TO ADDRESS WILLIAM S & AMANDA R STEELE 3906 TAF RD KENOSHA, WI 53142	LEGAL DESCRIPTION LOT 693 & E 18 INCHES OF LOT 692 FOREST PARK SUB PT NE 1/4 SEC 2 T 1 R 22 V 1321 P 199 DOC#1293629 DOC#1447233 DOC#1614750 DOC#1618506 DOC#1619022 CORRECTION DOC#1632480

ASSESSED S.F./LN.	TOTAL ASSESSMENT
PARCEL NUMBER LOT 02-122-02-108-030-0	NUMBER OF SQUARES
PROPERTY ADDRESS JL CATZ LLC 6116 839 AV	
MAIL TO ADDRESS JL CATZ LLC 29420 4155 ST SALEM, WI 53168	LEGAL DESCRIPTION LOT 694 FOREST PARK SUB BEING PT OF N 1/2 OF SEC 2 T 1 R 22 V 1434 P 946 DOC#1361029

PARCEL NUMBER LOT	222.000	\$343.44
02-122-02-156-013-0		
PROPERTY ADDRESS	6" DBV APP	72.00SF @ \$4.77 = \$343.44
VINCENT F DEMARINO JR & ANGELA L D	ADDITIONAL	150.00SF @ \$5.00 = 5.00
4626 TAF RD	NUMBER OF SQUARES	
		150 SF DUE TO PWT
MAIL TO ADDRESS	LEGAL DESCRIPTION	
VINCENT F & ANGELA L DEMARINO	LOT 66 FFREST PARK HEIGHTS SUB	
4626 TAF RD	PT OF NE 1/4 SEC 2 T 1 R 22	
KENOSHA, WI 53142-3165	V 1532 P 891	
	DOC#1620533	

ASSESSED S.F./LN.	TOTAL ASSESSMENT
PARCEL NUMBER LOT 02-122-02-156-014-0	
NUMBER OF SQUARES	
PROPERTY ADDRESS GINA MISSORELLI 4618 TAF RD	
LEGAL DESCRIPTION 13117-65-1A NE 1/4 SEC 2 T 1 R22 FOREST PARK HEIGHTS PT OF LOTS 64 & 65 AS FOLLOWS COM 40FT S OF NW COR OF LOT 65 & ON W LINE OF LOT 65 TH SW 1/4 80.77' FT SE 1/4 63.5 FT E 126.54 FT NE 1/4 ON CURVE 62.32 FT NW 1/4 134.56 FT TO BEG DOC#1101952	

ASSESSED S.F./LN.	TOTAL ASSESSMENT
PARCEL NUMBER LOT 02-122-02-156-015-0	197.000 \$343.44
6" DRV APP 72.00SF @ \$4.77 = \$343.44	
ADDITIONAL 125.00SF @ 5.00 = 5.00	
PROPERTY ADDRESS JOHN H & M ROMA HANSON 4610 TAF RD	
LEGAL DESCRIPTION 14369-2 NE 1/4 SEC 2 T 2 R 22 PT OF LOTS 64 & 65 FOREST PARK HEIGHTS SUB & PT OF LOT 65 FOREST PARK SUB COM 26.5 FT E 1/4 ON W LINE LOT 65 & SW COR LOT 65 TH W 1/4 84.21 FT S 54 DEG 30' E 134.56 FT E 1/4 77 17 NW 1/4 127.86 FT TO BEG DOC #997297 DOC#1111113	

ASSESSED S.F./LN.	TOTAL ASSESSMENT
PARCEL NUMBER LOT 02-122-02-157-005-0	345.000 \$572.40
6" DRV APP 120.00SF @ \$4.77 = \$572.40	
ADDITIONAL 225.00SF @ 5.00 = 5.00	
PROPERTY ADDRESS NANCY HOUTCHENS & M BROWN 4619 TAF RD	
LEGAL DESCRIPTION PT OF NE 1/4 SEC 2 T 1 R 22 LOT 61 FOREST PARK HEIGHTS SUB	

ASSESSED S.F./LN.	TOTAL ASSESSMENT
PARCEL NUMBER LOT 02-122-02-161-007-0	
NUMBER OF SQUARES	
PROPERTY ADDRESS WILLIAM F & MARIANNE GERMINARO 4470 TAF RD	
LEGAL DESCRIPTION LOT 661 FOREST PARK SUB BEING PT OF N 1/2 SEC 2 T 1 R 22 V 1408 P 628 DOC#1382258 DOC#1406992	

ASSESSED S.F./LN.	TOTAL ASSESSMENT
PARCEL NUMBER LOT 02-122-02-161-008-0	50.000 \$223.50
4" CONC R-R 50.00SF @ \$4.47 = \$223.50	
NUMBER OF SQUARES 2	
PROPERTY ADDRESS MARY L HARTL 4416 TAF RD	
LEGAL DESCRIPTION LOT 662 FOREST PARK SUB BEING PT OF N 1/2 SEC 2 T 1 R 22 DOC#1171177	

ASSESSED S.F./LN.	TOTAL ASSESSMENT
PARCEL NUMBER LOT 02-122-02-161-009-0	170.000 \$810.90
6" CONC R-R 50.00SF @ \$4.77 = \$238.50	
6" DRV APP 120.00SF @ \$4.77 = \$572.40	
NUMBER OF SQUARES 2	
PROPERTY ADDRESS CHRISTOPHER C & DARRELLE L CHAMBER 4412 TAF RD	
LEGAL DESCRIPTION LOT 663 FOREST PARK SUB BEING PT OF N 1/2 SEC 2 T 1 R 22 V 1666 P 607 DOC#1154874	

ASSESSED S.F./LN.	TOTAL ASSESSMENT
PARCEL NUMBER LOT 02-122-02-161-010-0	72.000 \$343.44
6" DRV APP 72.00SF @ \$4.77 = \$343.44	
NUMBER OF SQUARES	
PROPERTY ADDRESS WENDY L WENDT LANGER 4406 TAF RD	
LEGAL DESCRIPTION LOT 664 FOREST PARK SUB BEING PT OF N 1/2 SEC 2 T 1 R 22 V 1516 P 985 DOC#1127886	

ASSESSED S.F./LN.	TOTAL ASSESSMENT
PARCEL NUMBER LOT 02-122-02-161-011-0	
NUMBER OF SQUARES	
PROPERTY ADDRESS TIMOTHY L & MARY E SHEFFIELD 4402 TAF RD	
LEGAL DESCRIPTION LOT 665 FOREST PARK SUB BEING PT OF N 1/2 SEC 2 T 1 R 22 DOC#1181863 DOC#1318688 DOC#1490904 DOC#1611282	

ASSESSED S.F./LN.	TOTAL ASSESSMENT
PARCEL NUMBER LOT 02-122-02-161-013-0	115.000 \$548.55
6" CONC R-R 25.00SF @ \$4.77 = \$119.25	
6" DRV APP 90.00SF @ \$4.77 = \$429.30	
NUMBER OF SQUARES 1	
PROPERTY ADDRESS JOHN T & MARGARET M MALMBERG 4424 TAF RD	
LEGAL DESCRIPTION THE S 10 PT OF LOT 660 & ALL OF LOT 659 FOREST PARK SUB PT OF N 1/2 SEC 2 T 1 R 22 1976 V 958 P 984 V 1600 P 194 DOC#1235614	

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
02-122-02-176-001-0			
		NUMBER OF SQUARES	
PROPERTY ADDRESS			
SECRET PLACE LLC			
3501 TAF RD			
MAIL TO ADDRESS		LEGAL DESCRIPTION	
SECRET PLACE LLC		LOT 695 FOREST PARK SUB BEING	
5-588 740 AVE UNIT 1B		PT OF N 1/2 OF SEC 2 T 1 R 22	
KEKOSHIA, WI 53140		DOC#1075419	
		DOC#1262423	
		DOC#1530872	
		DOC#1582158	
		DOC#1615629	
		DOC#1615630	
		DOC#1622237	

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
02-122-02-176-002-0			
		NUMBER OF SQUARES	
PROPERTY ADDRESS			
JOHN J BOSMANEK			
3909 TAF RD			
MAIL TO ADDRESS		LEGAL DESCRIPTION	
JOHN J BOSMANEK		LOT 696 FOREST PARK SUB BEING	
3909 TAF RD		PT OF N 1/2 OF SEC 2 T 1 R 22	
KEKOSHIA, WI 53142-7046		DOC: 4976828	
		DOC: 4976829	
		DOC#1074620	
		DOC#1639971	

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
02-122-02-176-003-0			
		NUMBER OF SQUARES	
PROPERTY ADDRESS			
SABR MORTGAGE LOAN 2008-1 RED SUBS			
3917 TAF RD			
MAIL TO ADDRESS		LEGAL DESCRIPTION	
SABR MORTGAGE LOAN 2008-1 RED		LOT 691 FOREST PARK SUB BEING	
4937 WALT AVE		PT OF N 1/2 OF SEC 2 T 1 R 22	
NORTH HIGHLANDS, CA 95660		DOC#1111261	
		DOC#1303556	
		DOC#1515604	
		DOC#1519713	
		DOC#1628271	

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
02-122-02-176-004-0			
		NUMBER OF SQUARES	
PROPERTY ADDRESS			
ANN ELIZABETH STEIGERWALT			
3923 TAF RD			
MAIL TO ADDRESS		LEGAL DESCRIPTION	
ANN ELIZABETH STEIGERWALT		LOT 750 FOREST PARK SUB BEING	
3923 TAF RD		PT OF N 1/2 OF SEC 2 T 1 R 22	
KEKOSHIA, WI 53142-7046		V 1407 P 421	
		DOC#1077415	
		DOC#1423123	

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
02-122-02-176-005-0		100.000	\$469.50
PROPERTY ADDRESS			
ARON J & DAMN R DELINE			
3929 TAF RD			
MAIL TO ADDRESS		LEGAL DESCRIPTION	
ARON J & DAMN R DELINE		LOT 751 FOREST PARK SUB BEING	
3929 TAF RD		PT OF N 1/2 SEC 2 T 1 R 22	
KEKOSHIA, WI 53142-7046		DOC#1312823	
		DOC#1470706	
		DOC#1530553	

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
02-122-02-176-006-0			
		NUMBER OF SQUARES	
PROPERTY ADDRESS			
RAIN BUILT LLC			
3939 TAF RD			
MAIL TO ADDRESS		LEGAL DESCRIPTION	
RAIN BUILT LLC		LOT 752 FOREST PARK SUB BEING	
6316 39TH AVE		PT OF N 1/2 SEC 2 T 1 R 22	
KEKOSHIA, WI 53142		DOC#1312823	
		DOC#1493455	
		DOC#1531191	

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
02-122-02-177-001-0		50.000	
		ADDITIONAL	\$0.00R @ \$0.00 = \$0.00
PROPERTY ADDRESS		NUMBER OF SQUARES	
VIRGINIA L MARTINEZ & JOSE MARTINEZ			
4003 TAF RD			
MAIL TO ADDRESS		LEGAL DESCRIPTION	
VIRGINIA L & JOSE MARTINEZ		LOT 753 FOREST PARK SUB BEING	
4003 TAF RD		PT OF N 1/2 SEC 2 T 1 R 22	
KEKOSHIA, WI 53142-7048		DOC#163103	
		DOC#1525814	

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
02-122-02-177-002-0		222.000	\$805.44
PROPERTY ADDRESS			
DANN M DENNISON N/K/A DAMN M SMITH			
4009 TAF RD			
MAIL TO ADDRESS		LEGAL DESCRIPTION	
DANN M DENNISON		LOT 754 FOREST PARK SUB BEING	
4009 TAF RD		PT OF N 1/2 SEC 2 T 1 R 22	
KEKOSHIA, WI 53142-7048		V 1386 P 446	
		DOC#1098845	
		DOC#1366541	

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
02-122-02-177-003-0		222.000	\$1,021.44
PROPERTY ADDRESS		4* CONC R-R 125.00SF @ \$4.47 = \$558.75	
BARBARA J & ERWIN A KEY JR REVOCAB		6* CONC R-R 25.00SF @ \$4.77 = \$119.25	
4015 TAF RD		6* DRV APP 72.00SF @ \$4.77 = \$343.44	
		NUMBER OF SQUARES 6	
MAIL TO ADDRESS		LEGAL DESCRIPTION	
ERWIN A JR & BARBARA J KEY		LOT 755 FOREST PARK SUB PT	
4015 TAF RD		OF N 1/2 SEC 2 T 1 R 22	
KENOSHA, WI 53142-7048		DOC#1369515	
		DOC#1541088	

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
02-122-02-177-001-0			
PROPERTY ADDRESS		NUMBER OF SQUARES	
ATHENA D BURMEISTER			
4103 TAF RD			
MAIL TO ADDRESS		LEGAL DESCRIPTION	
ATHENA D BURMEISTER		LOT 399 FOREST PARK SUB BEING	
4103 TAF RD		PT OF N 1/2 SEC 2 T 1 R 22	
KENOSHA, WI 53142		DOC#1538935	

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
02-122-02-177-005-0		265.000	\$891.30
PROPERTY ADDRESS		4* CONC R-R 50.00SF @ \$4.47 = \$223.50	
THOMAS H & AMY P MORDLOH		6* CONC R-R 50.00SF @ \$4.77 = \$283.50	
4111 TAF RD		6* DRV APP 50.00SF @ \$4.77 = \$239.30	
		ADDITIONAL 75.00AR @ 5.00 = \$368.00	
MAIL TO ADDRESS		LEGAL DESCRIPTION	
THOMAS H & AMY P MORDLOH		14519 LOTS 800 & 801 FOREST	
4111 TAF RD		PARK SUB BEING PT OF N 1/2	
KENOSHA, WI 53142-7062		SEC 2 T 1 R 22	
		V 1364 P 45	
		DOC#1171357	

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
02-122-02-178-014-0		50.000	\$0.00
PROPERTY ADDRESS		ADDITIONAL 50.00SF @ \$0.00 = \$0.00	
NEIL SWEPLER		NUMBER OF SQUARES	
4203 TAF RD		SUSP DUE TO PWT	
MAIL TO ADDRESS		LEGAL DESCRIPTION	
NEIL SWEPLER		2-4-0122-02-178-014 PT NG 1/4	
4203 TAF RD		SEC 2 T 1 R 22 LOTS 802, 803,	
KENOSHA, WI 53142-3258		804, 805 & LOT 806 EX 5 20 FT	
		1978 FOREST PARK SUB	
		V 1461 P 824	

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
02-122-02-179-002-0		122.000	\$581.94
PROPERTY ADDRESS		6* CONC R-R 50.00SF @ \$4.77 = \$238.50	
STANLEY C & DONNA L RIMKUS		6* DRV APP 72.00SF @ \$4.77 = \$343.44	
4209 WIL RD		NUMBER OF SQUARES 2	
MAIL TO ADDRESS		LEGAL DESCRIPTION	
STANLEY C & DONNA L RIMKUS		LOT 621 FOREST PARK SUB BEING	
4209 WILSON RD		PT OF N 1/2 SEC 2 T 1 R 22	
KENOSHA, WI 53142-3266		V 837 P 54	

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
02-122-02-179-003-0		241.000	\$917.19
PROPERTY ADDRESS		4* CONC R-R 75.00SF @ \$4.47 = \$335.25	
JEFFERY & ROSEMARY HERMANN		6* CONC R-R 50.00SF @ \$4.77 = \$238.50	
4213 WIL RD		6* DRV APP 72.00SF @ \$4.77 = \$343.44	
		ADDITIONAL 50.00AR @ 5.00 = \$250.00	
MAIL TO ADDRESS		LEGAL DESCRIPTION	
JEFFERY & ROSEMARY HERMANN		LOT 622 FOREST PARK SUB BEING	
4213 WILSON RD		PT OF N 1/2 SEC 2 T 1 R 22	
KENOSHA, WI 53142			

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
02-122-02-179-004-0		25.000	\$111.75
PROPERTY ADDRESS		4* CONC R-R 25.00SF @ \$4.47 = \$111.75	
CALIN & CHRISTINE M RADULESCU		NUMBER OF SQUARES 1	
4219 WIL RD			
MAIL TO ADDRESS		LEGAL DESCRIPTION	
CALIN & CHRISTINE M RADULESCU		LOT 623 FOREST PARK SUB	
4219 WILSON RD		PT OF N 1/2 SEC 2 T 1 R 22	
KENOSHA, WI 53142		DOC#1701327	
		DOC#1350573	
		DOC#1576039	

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
02-122-02-179-014-0		50.000	\$0.00
PROPERTY ADDRESS		ADDITIONAL 50.00SF @ \$0.00 = \$0.00	
ROBERT A & DIANE L MOOS		NUMBER OF SQUARES	
4320 TAF RD		SUSP DUE TO PWT	
MAIL TO ADDRESS		LEGAL DESCRIPTION	
ROBERT A & DIANE L MOOS		PT OF N 1/2 SEC 2 T 1 R 22	
4320 TAF RD		LOTS 666 & 667 FOREST PARK SUB	
KENOSHA, WI 53142-3261		14385	

ASSESSED S.F./LN.	TOTAL ASSESSMENT
50.000	
ADDITIONAL 50.00SF @ \$4.00 =	\$ 200.00
NUMBER OF SQUARES	
50SF DUE TO PWT	

PARCEL NUMBER LOT
02-122-02-179-015-0

PROPERTY ADDRESS
MITCHELL E & NATALIE MINK
4316 TAF RD

MAIL TO ADDRESS
MITCHELL E & NATALIE MINK
4316 TAF RD
KENOSHA, WI 53142-3261

LEGAL DESCRIPTION
LOT 669 FOREST PARK SUB BEING
PT OF N 1/2 SEC 2 T 1 R 22
DOC11277645

PARCEL NUMBER LOT
02-122-02-179-016-0

PROPERTY ADDRESS
HEATHER TOBIN
4312 TAF RD

MAIL TO ADDRESS
HEATHER TOBIN
4312 TAF RD
KENOSHA, WI 53142-3261

LEGAL DESCRIPTION
LOT 669 FOREST PARK SUB BEING
PT OF N 1/2 SEC 2 T 1 R 22
DOC11510385
DOC11553986

ASSESSED S.F./LN.	TOTAL ASSESSMENT
122.000	\$343.44
6" DRV APP 72.00SF @ \$4.77 =	\$343.44
ADDITIONAL 50.00AR @ \$4.00 =	\$ 200.00
NUMBER OF SQUARES	
50SF DUE TO PWT	

PARCEL NUMBER LOT
02-122-02-179-017-0

PROPERTY ADDRESS
JARED L & CHRISTINE A THORSON
4306 TAF RD

MAIL TO ADDRESS
JARED L & CHRISTINE A THORSON
4306 TAF RD
KENOSHA, WI 53142-3261

LEGAL DESCRIPTION
LOT 670 FOREST PARK SUB BEING
PT OF N 1/2 SEC 2 T 1 R 22
V1358 P183
V1358 P184
DOC 985506
DOC 1020837
DOC 1076909
DOC 1122945

PARCEL NUMBER LOT
02-122-02-179-018-0

PROPERTY ADDRESS
TIMOTHY D STERLING & LAURA A WEBER
4302 TAF RD

MAIL TO ADDRESS
TIMOTHY D STERLING
LAURA A WEBER
KENOSHA, WI 53142-3261

LEGAL DESCRIPTION
LOT 671 FOREST PARK SUB
PT OF N 1/2 SEC 2 T 1 R 22
V 1602 P 930
DOC11104834
DOC11204540
DOC11255668

ASSESSED S.F./LN.	TOTAL ASSESSMENT
25.000	\$119.25
6" CONC R-R 25.00SF @ \$4.77 =	\$119.25
NUMBER OF SQUARES	
1	

PARCEL NUMBER LOT
02-122-02-179-019-0

PROPERTY ADDRESS
VIRGINIA CHIASELLI
4230 TAF RD

MAIL TO ADDRESS
VIRGINIA CHIASELLI
4230 TAF RD
KENOSHA, WI 53142-3259

LEGAL DESCRIPTION
LOT 672 FOREST PARK SUB BEING
PT OF N 1/2 SEC 2 T 1 R 22
V 989 P 255

PARCEL NUMBER LOT
02-122-02-179-020-0

PROPERTY ADDRESS
MICHAEL & FAITH MEYER
4226 TAF RD

MAIL TO ADDRESS
MICHAEL & FAITH MEYER
4226 TAF RD
KENOSHA, WI 53142-3259

LEGAL DESCRIPTION
LOT 673 FOREST PARK SUB BEING
PT OF N 1/2 SEC 2 T 1 R 22

ASSESSED S.F./LN.	TOTAL ASSESSMENT
25.000	
ADDITIONAL 25.00AR @ \$4.00 =	\$ 100.00
NUMBER OF SQUARES	
25SF DUE TO PWT	

PARCEL NUMBER LOT
02-122-02-179-022-0

PROPERTY ADDRESS
BRADLEY M TROHA
4218 TAF RD

MAIL TO ADDRESS
BRADLEY M TROHA
8313 W RIDGE DR
PLEASANT PRairie, WI 53158

LEGAL DESCRIPTION
LOT 675 FOREST PARK SUB
PT OF N 1/2 SEC 2 T 1 R 22
V 1518 P 881
V 1684 P 915
V 1684 P 916
DOC11084891
DOC1159406
DOC11378348

PARCEL NUMBER LOT
02-122-02-179-025-0

PROPERTY ADDRESS
DANIEL G & GABRIELA McTERRAN
4202 TAF RD

MAIL TO ADDRESS
DANIEL G & GABRIELA McTERRAN
4202 TAF RD
KENOSHA, WI 53142-3259

LEGAL DESCRIPTION
LOT 678 FOREST PARK SUB BEING
PT OF N 1/2 SEC 2 T 1 R 22
DOC #953305 DOC11074950 DOC1111907
DOC1130746 DOC11301090 DOC1151935
DOC11316758

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
02-122-02-119-026-0			
		NUMBER OF SQUARES	
PROPERTY ADDRESS			
DIANE L HALL			
4212 TAF RD			
MAIL TO ADDRESS			
DIANE L HALL			
4212 TAF RD			
KENOSHA, WI 53142-3259			
LEGAL DESCRIPTION			
LOT 676 & 677 FOREST PARK SUB			
PT OF NE 1/4 SEC 2 T 1 R 22			
COMBINATION 1987			
DOC11149322			
DOC11461751			

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
02-122-02-180-002-0	101	25.000	
		ADDITIONAL 25.00SF @ 5.00 =	5.00
PROPERTY ADDRESS			
KATHLEEN M IRISH			
4309 TAF RD			
MAIL TO ADDRESS			
KATHLEEN M IRISH			
4309 TAF RD			
KENOSHA, WI 53142			
LEGAL DESCRIPTION			
SM'LY 56 FT OF LOT 842 FOREST PARK			
SUB PT OF N 1/2 SEC 2 T 1 R 22			
V 1651 P 885			
DOC11444710			

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
02-122-02-180-001-0		247.000	\$343.44
		ADDITIONAL 72.00SF @ 5.77 =	\$343.44
PROPERTY ADDRESS			
JAIKE N GLORIA			
4305 TAF RD			
MAIL TO ADDRESS			
JAIKE N GLORIA			
4305 TAF RD			
KENOSHA, WI 53142-3260			
LEGAL DESCRIPTION			
14560-1 14562-2 LOT 841 & THE			
NE'LY 3 FT OF LOT 842 & ALL OF			
THAT PT OF LOT 844 LYING N'LY			
OF A LINE BEGINNING 57 FT N OF			
SE COR LOT TR M AT RT ANGLE TO			
43RD AVE FOREST PARK SUB PT OF			
PT OF NE 1/4 OF SEC 2 T 1 R 22			
DOC11107164			
DOC11530655			

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
02-122-02-180-003-0		50.000	
		ADDITIONAL 50.00SF @ 5.00 =	5.00
PROPERTY ADDRESS			
JAMES R & MILDRED E KRAAL			
4313 TAF RD			
MAIL TO ADDRESS			
JAMES R & MILDRED E KRAAL			
4313 TAF RD			
KENOSHA, WI 53142-3260			
LEGAL DESCRIPTION			
LOT 843 FOREST PARK SUB			
PT OF N 1/2 SEC 2 T 1 R 22			
V 355 P 22			
DOC11186688			
DOC11366739			
DOC11370954			
DOC11424703			
DOC11424704			

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
02-122-02-180-004-0			
		NUMBER OF SQUARES	
PROPERTY ADDRESS			
TERESA COSENTINO			
4319 TAF RD			
MAIL TO ADDRESS			
TERESA COSENTINO			
4319 TAF RD			
KENOSHA, WI 53142-3260			
LEGAL DESCRIPTION			
LOT 868 FOREST PARK SUB BEING			
PT OF N 1/2 SEC 2 T 1 R 22			
V 1493 P 896			
V1642 P842			
DOC 1947312			

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
02-122-02-181-001-0			
		NUMBER OF SQUARES	
PROPERTY ADDRESS			
DAVID A & THERESA H NESS			
4183 TAF RD			
MAIL TO ADDRESS			
DAVID A & THERESA H NESS			
4403 TAF RD			
KENOSHA, WI 53142-3282			
LEGAL DESCRIPTION			
LOTS 870 & 871 ALSO PT OF LOTS			
875 & 876 FOREST PARK SUB COM			
SE COR LOT 876 TR M TO SE COR			
LOT 870 TR M'LY ON S'LY LINES			
OF LOTS 870 & 871 TO SW COR LOT			
871 TR S'LY 100.7 FT TO A PT			
ON S LINE LOT 876 & 38 FT W OF			
SE COR SD LOT E 38 FT TO BEG			
PT NE 1/4 SEC 2 T 1 R 22			
14589 14593-1 1459 4-1			
DOC11499749			

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
02-122-02-180-005-0		125.000	
		ADDITIONAL 125.00SF @ 5.00 =	5.00
PROPERTY ADDRESS			
BRUCE T HEEM & BONNIE S KOLENS			
4327 TAF RD			
MAIL TO ADDRESS			
BRUCE T HEEM			
BONNIE S KOLENS			
KENOSHA, WI 53142-3260			
LEGAL DESCRIPTION			
LOT 869 FOREST PARK SUB BEING			
PT OF N 1/2 SEC 2 T 1 R 22			
DOC11163894			
DOC11398669			
DOC11493513			

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
02-122-02-181-002-0		72.000	\$343.44
		6* DRV APP 72.00SF @ 5.77 =	\$343.44
PROPERTY ADDRESS			
DEBRA LITTAKEN			
4415 TAF RD			
MAIL TO ADDRESS			
DEBRA LITTAKEN			
4415 TAF RD			
KENOSHA, WI 53142-3282			
LEGAL DESCRIPTION			
NE 1/4 SEC 2 T 1 R 22 FOREST			
PARK SUB LOTS 872 & 873 &			
ALSO LOTS 875 4876 EXCEPT COM			
AT SE COR LOT 876 TR M TO SE			
COR LOT 870 WLY ON S LOT LI			
NES OF 870 & 871 TO SW COR OF			
LOT 871 S 100.7 FT TO A PT ON			
S LOT LN E OF LOT 876 TR M			
OF SE COR LOT 876 E 38 FT TO			
BEG 14591 14593-2 14594-2			

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
02-122-02-181-001-0		72.000	\$743.44
PROPERTY ADDRESS		6* DRV APP	72.00SF @ \$4.77 = \$343.44
DEAN A SCALES & EMILY J SAVAGE		NUMBER OF SQUARES	
4423 TAF RD			
MAIL TO ADDRESS		LEGAL DESCRIPTION	
DEAN A SCALES		LOT 874 FOREST PARK SUB BEING	
4423 TAF RD		PT OF N 1/2 SEC 2 T 1 R 22	
KENOSHA, WI 53142		V 1555 P 882	
		DOC11228621	
		DOC11431347	

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
02-122-02-181-001-0			
PROPERTY ADDRESS		NUMBER OF SQUARES	
KATHRYN M MARTIN			
4433 TAF RD			
MAIL TO ADDRESS		LEGAL DESCRIPTION	
KATHRYN M MARTIN		LOT 889 FOREST PARK SUB BEING	
4433 TAF RD		PT OF N 1/2 SEC 2 T 1 R 22	
KENOSHA, WI 53142		V1606 P662-3	
		DOC11036424	
		DOC11118097	

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
04-122-12-401-004-0		350.000	\$1,005.75
PROPERTY ADDRESS		4* CONC R-R	225.00SF @ \$4.47 = \$1005.75
R & D SUNNYSIDE LLC		ADDITIONAL	125.00AR @ 5.00 = 5.00
2215 089 ST		NUMBER OF SQUARES	9
		125SF DUE TO PNT	
MAIL TO ADDRESS		LEGAL DESCRIPTION	
R & D SUNNYSIDE LLC		4-4-0122-12-401-004 PT SE 1/4	
1115 COMMERCIAL AVE STE 202		SEC 12 T 1 R 22 SUNNYSIDE PARK	
NORTHBROOK, IL 60062-1923		1 BLK 1 85G 350 FT E OF SW COR	
		SD BLK 1 TH N 184 FT W 65 FT N	
		460.04 FT E 338.24 FT S 175 FT	
		E 100 FT S 448.46 FT W 372.76	
		FT TO P.O.B. 1978 S. 71 AC W/L	
		DOC11535928	

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
04-122-12-401-005-0		235.000	\$628.95
PROPERTY ADDRESS		4* CONC R-R	50.00SF @ \$4.47 = \$223.50
TUSCAN VILLAS APARTMENTS CO		6* CONC R-R	50.00SF @ \$4.77 = \$238.50
8051 925 AV		6* DRV APP	35.00SF @ \$4.77 = \$166.95
		ADDITIONAL	100.00AR @ 5.00 = 5.00
MAIL TO ADDRESS		LEGAL DESCRIPTION	
TUSCAN VILLAS APARTMENTS CO		4-4-0122-12-401-005 SEC 1/4 SEC	
1805 STACEY RD		12 T 1 R 22 SUNNYSIDE PARK I	
KENOSHA, WI 53140-4523		BLK 1 86G SW COR SD BLK TH N	
		657.44 FT TO NW COR SD BLK TH	
		E 285.32 FT S 460.04 FT E 65	
		FT S 184 FT W 350 FT TO P.O.B.	
		1978 VOL 958 PAGE900	

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
04-122-12-405-001-0		141.000	\$657.57
PROPERTY ADDRESS		4* CONC R-R	50.00SF @ \$4.47 = \$223.50
BRIAN W HERVAT		ADDITIONAL	91.00SF @ \$4.77 = \$434.07
2223 081 ST		NUMBER OF SQUARES	
		91SF 8-IN SW	
MAIL TO ADDRESS		LEGAL DESCRIPTION	
BRIAN W HERVAT		LOT 9 BLK 6 SUNNYSIDE PARK II	
6113 14TH AVE		SE 1/4 SEC 12 T 1 R 22	
KENOSHA, WI 53143		DOC1198525	
		DOC11140889	
		DOC11505449	
		DOC11508005	
		DOC11508006	
		DOC11384563	

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
04-122-12-405-002-0		125.000	\$558.75
PROPERTY ADDRESS		4* CONC R-R	125.00SF @ \$4.47 = \$558.75
BRIAN W HERVAT		NUMBER OF SQUARES	5
2393 081 ST			
MAIL TO ADDRESS		LEGAL DESCRIPTION	
BRIAN W HERVAT		LOT 8 BLK 6 SUNNYSIDE PARK II	
6113 14TH AVE		SUB SE 1/4 SEC 12 T 1 R 22	
KENOSHA, WI 53143		DOC11503326	
		DOC11600810	

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
04-122-12-405-003-0		75.000	
PROPERTY ADDRESS		ADDITIONAL	75.00SF @ \$0.00 = 5.00
HERBERT M & DONNA PATTERSON		NUMBER OF SQUARES	
2309 081 ST		75SF DUE TO PNT	
MAIL TO ADDRESS		LEGAL DESCRIPTION	
HERBERT M & DONNA PATTERSON		SE 1/4 SEC 12 T 1 R 22	
2309 81ST ST		SUNNYSIDE PARK 2 BLK 6 LOT 7	
KENOSHA, WI 53143			

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
04-122-12-405-004-0		50.000	\$238.50
PROPERTY ADDRESS		6* CONC R-R	50.00SF @ \$4.77 = \$238.50
BRIAN W HERVAT		NUMBER OF SQUARES	2
2315 081 ST			
MAIL TO ADDRESS		LEGAL DESCRIPTION	
BRIAN W HERVAT		LOT 6 BLK 6 SUNNYSIDE PARK II	
6113 14TH AVE		SUB PT SE 1/4 SEC 12 T 1 R 22	
KENOSHA, WI 53143		DOC11496719	
		DOC11600829	

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
04-122-12-405-005-0			
PROPERTY ADDRESS			
BRIAN M HERWAT			
2321 081 ST			
MAIL TO ADDRESS			
BRIAN M HERWAT			
6113 14TH AVE			
KENOSHA, WI 53143			
LEGAL DESCRIPTION			
LOT 4 BLK 6 SUNNYSIDE PARK II			
PT SE 1/4 SEC 12 T 1 R 22			
V 1356 P 656			
V 1459 P 362			
DOC1120356			
DOC11295364			
DOC11512761			
DOC11609828			

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
04-122-12-405-006-0			
PROPERTY ADDRESS			
JOHNNY C & ELIZABETH J ALLEN			
2403 081 ST			
MAIL TO ADDRESS			
JOHNNY C & ELIZABETH J ALLEN			
9443 8TH AVE			
PLEASANT PRAIRIE, WI 53158			
LEGAL DESCRIPTION			
LOT 4 BLK 6 SUNNYSIDE PARK II			
SUB PT SE 1/4 SEC 12 T 1 R 22			
V 1527 P 413			
DOC1177732			
DOC1189384			
DOC11426095			
DOC11489209			
DOC11586936			
DOC11592407			

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
04-122-12-405-007-0			
PROPERTY ADDRESS			
BRIAN M HERWAT			
2409 081 ST			
MAIL TO ADDRESS			
BRIAN M HERWAT			
6113 14TH AVE			
KENOSHA, WI 53143			
LEGAL DESCRIPTION			
LOT 3 BLK 6 SUNNYSIDE PARK 2			
PT OF SE 1/4 SEC 12 T 1 R 22			
V 1351 P 384			
DOC 11012063			
DOC 11018613			
DOC 11473105			
DOC 11504396			
DOC 11608827			

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
04-122-12-405-008-0		150.000	\$670.50
PROPERTY ADDRESS			
ROBERT L SEAL & JOHN A WHITE			
2415 081 ST			
MAIL TO ADDRESS			
ROBERT L SEAL			
8619 COOPER RD			
PLEASANT PRAIRIE, WI 53158-5006			
LEGAL DESCRIPTION			
LOT 2 BLK 6 SUNNYSIDE PARK 2			
SUB PT SE 1/4 SEC 12 T 1 R 22			
V 1381 P 971			
DOC 11401635			
DOC 11526720			

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
04-122-12-405-009-0		334.000	\$1,182.93
PROPERTY ADDRESS			
CHRISTINE E FLAHRIVE			
2419 081 ST			
MAIL TO ADDRESS			
CHRISTINE E FLAHRIVE			
8900 WILMOT RD			
PLEASANT PRAIRIE, WI 53158			
LEGAL DESCRIPTION			
LOT 1 BLK 6 SUNNYSIDE PARK			
II SE 1/4 SEC 12 T 1 R 22			
V 1524 P 280			
DOC11055215			
DOC11215819			

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
04-122-12-405-037-0			
PROPERTY ADDRESS			
DR LESLIE L FAI			
8104 022 AV			
MAIL TO ADDRESS			
DR LESLIE L FAI			
734 3RD AVE			
KENOSHA, WI 53143-6001			
LEGAL DESCRIPTION			
SE 1/4 SEC 12 T 1 R 22			
SUNNYSIDE PARK 2 BLK 6 LOT 10			

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
04-122-14-152-007-0		275.000	\$1,281.75
PROPERTY ADDRESS			
THOMAS A MARTINEZ			
4304 088 PL			
MAIL TO ADDRESS			
THOMAS A MARTINEZ			
3309 06TH PL			
KENOSHA, WI 53142			
LEGAL DESCRIPTION			
LOT 349 OF ISSITS ESTATES EIGHTH			
ADD PT NE 1/4 SEC 14 T 1 R 22			
DOC11080495			
DOC11539093			

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
04-122-14-152-029-0			
PROPERTY ADDRESS			
BOY A & JOAN M HUBER			
4624 088 PL			
MAIL TO ADDRESS			
BOY A & JOAN M HUBER			
4624 887E PL			
KENOSHA, WI 53142-2403			
LEGAL DESCRIPTION			
PT SE 1/4 SEC 14 T 1 R 22 LOT			
439 OF ISSITS ESTATES TENTH ADD			
1976 V 957 P 335			
4-0122-141-0280			
4-0122-141-0280			
V 968 P 343			

ASSESSED S.F./LN.	LOT	TOTAL ASSESSMENT
75.000		
PARCEL NUMBER 04-122-14-152-030-0		
ADDITIONAL 75.000 @ \$.00 = \$.00		
PROPERTY ADDRESS DRU F. SPITZER & GAY N. WOELZ CO-TRU 755F DUE TO PWT 4670 088 PL		
MAIL TO ADDRESS DECPLEN FAMILY REVOCABLE TRUST C/O DRU F. SPITZER KENOSHA, WI 53144		
LEGAL DESCRIPTION LOT 438 ISETTIS ESTATES 10TH ADD PT NE 1/4 SEC 14 T 1 R 22 1976 V 957 P 335 DOC#1537866 DOC#1562996 DOC#1562997		

ASSESSED S.F./LN.	LOT	TOTAL ASSESSMENT
200.000		
PARCEL NUMBER 04-122-14-152-031-0		
ADDITIONAL 200.000 @ \$.00 = \$.00		
PROPERTY ADDRESS JACQUELINE & GUILLERMO GALINDO 200SF DUE TO PWT 4616 088 PL		
MAIL TO ADDRESS JACQUELINE & GUILLERMO GALINDO 4616 088 PL KENOSHA, WI 53142-2403		
LEGAL DESCRIPTION LOT 437 OF ISETTIS ESTATES 10TH ADD PT NE 1/4 SEC 14 T 1 R 22 1976 V 957 P 335 DOC #1001093 DOC #1317794		

ASSESSED S.F./LN.	LOT	TOTAL ASSESSMENT
125.000		
PARCEL NUMBER 04-122-14-152-032-0		
ADDITIONAL 125.000 @ \$.00 = \$.00		
PROPERTY ADDRESS DAVID L & MARY K. TASKE 4610 088 PL		
MAIL TO ADDRESS DAVID L & MARY K. TASKE 4610 088 PL KENOSHA, WI 53142-2403		
LEGAL DESCRIPTION PT NE 1/4 SEC 14 T 1 R 22 LOT 436 OF ISETTIS ESTATES 10TH ADD 1976 V 957 P 335 4-0122-141-0240 4-0122-141-0240 V 962 P 853		

ASSESSED S.F./LN.	LOT	TOTAL ASSESSMENT
125.000		
PARCEL NUMBER 04-122-14-152-033-0		
ADDITIONAL 125.000 @ \$.00 = \$.00		
PROPERTY ADDRESS JAMES H & JANE J. GUNGEY 4606 088 PL		
MAIL TO ADDRESS JAMES H & JANE J. GUNGEY 4606 088 PL KENOSHA, WI 53142-2403		
LEGAL DESCRIPTION PT NE 1/4 SEC 14 T 1 R 22 LOT 435 OF ISETTIS ESTATES 10TH ADD 1976 V 957 P 335 4-0122-141-0240 4-0122-141-0240		

ASSESSED S.F./LN.	LOT	TOTAL ASSESSMENT
25.000		\$111.75
PARCEL NUMBER 04-122-14-152-034-0		
* CONC R-R 25.00SF @ \$4.47 = \$111.75		
PROPERTY ADDRESS THAD G & JILL L. JENSEN 4600 088 PL		
MAIL TO ADDRESS THAD G & JILL L. JENSEN 4600 088 PL KENOSHA, WI 53142		
LEGAL DESCRIPTION PT NE 1/4 SEC 14 T 1 R 22 LOT 434 OF ISETTIS ESTATES 10TH ADD 1976 V 957 P 335 DOC#1081330		

ASSESSED S.F./LN.	LOT	TOTAL ASSESSMENT
125.000		\$558.75
PARCEL NUMBER 04-122-14-152-035-0		
* CONC R-R 125.00SF @ \$4.47 = \$558.75		
PROPERTY ADDRESS KEITH H & JEAN A. JOHNSON 4516 088 PL		
MAIL TO ADDRESS KEITH A & JEAN A. JOHNSON 4516 088 PL KENOSHA, WI 53142-2450		
LEGAL DESCRIPTION PT NE 1/4 SEC 14 T 1 R 22 LOT 432 OF ISETTIS ESTATES 10TH ADD 1976 V 957 P 335 DOC#977039 DOC#1021616		

ASSESSED S.F./LN.	LOT	TOTAL ASSESSMENT
50.000		\$223.50
PARCEL NUMBER 04-122-14-152-035-0		
* CONC R-R 50.00SF @ \$4.47 = \$223.50		
PROPERTY ADDRESS STANLEY MRENCH 4522 088 PL		
MAIL TO ADDRESS STANLEY MRENCH 127 WOODLAND RD LIBERTYVILLE, IL 60048		
LEGAL DESCRIPTION LOT 433 ISETTIS ESTATES 10TH ADD PT NE 1/4 SEC 14 T 1 R 22 1976 V 957 P 335 V 1250 P 380 DOC#1338797 DOC#1456740		

ASSESSED S.F./LN.	LOT	TOTAL ASSESSMENT
25.000		\$111.75
PARCEL NUMBER 04-122-14-152-037-0		
* CONC R-R 25.00SF @ \$4.47 = \$111.75		
PROPERTY ADDRESS PAUL G & JUDY L. KERN 4510 088 PL		
MAIL TO ADDRESS PAUL G & JUDY L. KERN 4510 088 PL KENOSHA, WI 53142-2450		
LEGAL DESCRIPTION PT NE 1/4 SEC 14 T 1 R 22 LOT 431 OF ISETTIS ESTATES 10TH ADD 1976 V 957 P 335 V 1591 P 556 DOC#1111118		

ASSESSED S.F./LN.	TOTAL ASSESSMENT
175.000	\$223.50
PARCEL NUMBER LOT 04-122-14-152-038-0	
PROPERTY ADDRESS TIMOTHY J GRIMES & FAY C DAVIS-GRI 4502 08TH PL	4* CONC R-R 50.00SF @ \$4.47 = \$223.50 ADDITIONAL 125.00AR @ \$4.00 = \$5.00 NUMBER OF SQUARES 2 125SF DUE TO PMT
MAIL TO ADDRESS TIMOTHY J & FAY C DAVIS GRIMES 4502 08TH PL KENOSHA, WI 53142-2450	LEGAL DESCRIPTION PT NE 1/4 SEC 14 T 1 R 22 LOT 430 OF ISETT'S ESTATES 10TH ADD 1976 V 957 P 335 4-0122-141-0240 DOC 1896223

ASSESSED S.F./LN.	TOTAL ASSESSMENT
250.000	\$223.50
PARCEL NUMBER LOT 04-122-14-152-039-0	
PROPERTY ADDRESS KATHLEEN M ZACKER 4430 08B PL	4* CONC R-R 50.00SF @ \$4.47 = \$223.50 ADDITIONAL 200.00AR @ \$4.00 = \$5.00 NUMBER OF SQUARES 2 200SF DUE TO PMT
MAIL TO ADDRESS KATHLEEN M ZACKER 4430 08TH PL KENOSHA, WI 53142-2401	LEGAL DESCRIPTION LOT 429 OF ISETT'S ESTATES 10TH ADD PT NE 1/4 SEC 14 T 1 R 22 1976 V 957 P 335 DOC11347461 DOC11356976 DOC11364607 DOC11416445 DOC11441650

ASSESSED S.F./LN.	TOTAL ASSESSMENT
175.000	\$223.50
PARCEL NUMBER LOT 04-122-14-152-040-0	
PROPERTY ADDRESS ROBIN L TOMAN REVOCABLE TRUST 4427 08B PL	ADDITIONAL 175.00SF @ \$4.00 = \$5.00 NUMBER OF SQUARES 175SF DUE TO PMT
MAIL TO ADDRESS ROBIN L TOMAN 4427 08TH PL KENOSHA, WI 53142-2401	LEGAL DESCRIPTION LOT 428 OF ISETT'S ESTATES 10TH ADD PT NE 1/4 SEC 14 T 1 R 22 1976 V 957 P 335 DOC11168345 DOC11345613 DOC11583534

ASSESSED S.F./LN.	TOTAL ASSESSMENT
50.000	\$223.50
PARCEL NUMBER LOT 04-122-14-152-041-0	
PROPERTY ADDRESS JAMES M ORLANDO & JULIE A WILSON 4416 08B PL	4* CONC R-R 50.00SF @ \$4.47 = \$223.50 NUMBER OF SQUARES 2
MAIL TO ADDRESS JAMES M ORLANDO JULIE A WILSON KENOSHA, WI 53142 2401	LEGAL DESCRIPTION LOT 427 THE ISETT'S ESTATES 10TH ADD PT NE 1/4 SEC 14 T 1 R 22 1976 V 957 P 335 V 1485 P 606 DOC 1996345 DOC11187916 DOC11233889 DOC11398746

ASSESSED S.F./LN.	TOTAL ASSESSMENT
183.000	\$857.31
PARCEL NUMBER LOT 04-122-14-152-042-0	
PROPERTY ADDRESS GARY L & CHRISTINE SCHROEDER 4410 08B PL	NUMBER OF SQUARES
MAIL TO ADDRESS GARY L & CHRISTINE SCHROEDER 4410 08TH PL KENOSHA, WI 53142-2401	LEGAL DESCRIPTION PT NE 1/4 SEC 14 T 1 R 22 LOT 426 OF ISETT'S ESTATES 10TH ADD 1976 V 957 P 335

ASSESSED S.F./LN.	TOTAL ASSESSMENT
183.000	\$857.31
PARCEL NUMBER LOT 04-122-14-152-043-0	
PROPERTY ADDRESS GINA M FRIZZO 4406 08B PL	4* CONC R-R 50.00SF @ \$4.47 = \$223.50 6* DRV ADP 133.00SF @ \$4.77 = \$634.41 NUMBER OF SQUARES 2
MAIL TO ADDRESS GINA M FRIZZO 4406 08TH PL KENOSHA, WI 53142	LEGAL DESCRIPTION LOT 425 THE ISETT'S ESTATES 10TH ADD PT NE 1/4 SEC 14 T 1 R 22 1976 V 957 P 335 V 1351 P 645 DOC 1895366 DOC1146695 DOC11478977

ASSESSED S.F./LN.	TOTAL ASSESSMENT
25.000	\$111.75
PARCEL NUMBER LOT 04-122-14-152-044-0	
PROPERTY ADDRESS NANCY A FEDERMEYER 4328 08B PL	4* CONC R-R 25.00SF @ \$4.47 = \$111.75 NUMBER OF SQUARES 1
MAIL TO ADDRESS NANCY A FEDERMEYER 4328 08TH PL KENOSHA, WI 53142	LEGAL DESCRIPTION LOT 424 OF ISETT'S ESTATES 10TH ADD PT NE 1/4 SEC 14 T 1 R 22 1976 V 957 P 335 V 1551 P 654 V 1881 P 516 DOC1111028 DOC11636004

ASSESSED S.F./LN.	TOTAL ASSESSMENT
215.000	\$1,010.55
PARCEL NUMBER LOT 04-122-14-152-045-0	
PROPERTY ADDRESS KENNETH E ROSENTHAL & F MYHRE 4322 08B PL	4* CONC R-R 50.00SF @ \$4.47 = \$223.50 6* CONC R-R 25.00SF @ \$4.77 = \$119.25 6* DRV ADP 140.00SF @ \$4.77 = \$667.80 NUMBER OF SQUARES 3
MAIL TO ADDRESS KENNETH E ROSENTHAL & F MYHRE 4322 08TH PL KENOSHA, WI 53142-2454	LEGAL DESCRIPTION PT NE 1/4 SEC 14 T 1 R 22 LOT 423 OF ISETT'S ESTATES 10TH ADD 1976 V 957 P 335 4-0122-141-0200 4-0122-141-0240

ASSESSED S.F./LN.	TOTAL ASSESSMENT
283.000	\$1,312.41
4* CONC R-R 125.00SF @ \$4.47 = \$558.75	
6* CONC R-R 25.00SF @ \$4.77 = \$119.25	
6* DRV APP 133.00SF @ \$4.77 = \$634.41	
NUMBER OF SQUARES 6	

PARCEL NUMBER LOT
 04-122-14-152-046-0

PROPERTY ADDRESS
 THOMAS R & KIMBERLY G KROHN
 4314 088 PL

MAIL TO ADDRESS
 THOMAS R & KIMBERLY G KROHN
 4314 088TH PL
 KENOSHA, WI 53142-2454

LEGAL DESCRIPTION
 LOT 422 ISETTS ESTATES 10TH ADD
 PT NE 1/4 SEC 14 T 1 R 22 1916
 V 957 P 335
 DOC#1126599
 DOC#1147162
 DOC #1201391

ASSESSED S.F./LN.	TOTAL ASSESSMENT
200.000	\$462.00
4* CONC R-R 50.00SF @ \$4.47 = \$223.50	
6* CONC R-R 50.00SF @ \$4.77 = \$278.50	
ADDITIONAL 100.00SF @ \$5.00 = \$500.00	
NUMBER OF SQUARES 4	

PARCEL NUMBER LOT
 04-122-14-153-005-0

PROPERTY ADDRESS
 CHRISTOPHER P & NANCY L RUILAND
 8822 013 AV

MAIL TO ADDRESS
 CHRISTOPHER P & NANCY L RUILAND
 8822 43RD AVE
 KENOSHA, WI 53142

LEGAL DESCRIPTION
 LOT 350 THE ISETTS ESTATES 8TH
 ADD PT NE 1/4 SEC 14 T 1 R 22
 V 1395 P 351
 DOC#1400979
 DOC#1406613

ASSESSED S.F./LN.	TOTAL ASSESSMENT
NUMBER OF SQUARES	

PARCEL NUMBER LOT
 04-122-14-153-046-0

PROPERTY ADDRESS
 MICHAEL M & TONYA T CURRAN
 4313 088 PL

MAIL TO ADDRESS
 MICHAEL M & TONYA T CURRAN
 4313 088TH PL
 KENOSHA, WI 53142-2455

LEGAL DESCRIPTION
 LOT 421 THE ISETTS ESTATES 10TH
 ADD PT NE 1/4 SEC 14 T 1 R 22
 1976 V 957 P 335
 V1388 P 257
 V1450 P 113
 DOC #999421
 DOC#1496082

ASSESSED S.F./LN.	TOTAL ASSESSMENT
NUMBER OF SQUARES	

PARCEL NUMBER LOT
 04-122-14-153-007-0

PROPERTY ADDRESS
 EDWARD P & CAROLYN SCHMITZ
 4321 088 PL

MAIL TO ADDRESS
 EDWARD P & CAROLYN SCHMITZ
 4321 088TH PL
 KENOSHA, WI 53142-2455

LEGAL DESCRIPTION
 PT NE 1/4 SEC 14 T 1 R 22 LOT
 420 OF ISETTS ESTATES 10TH ADD
 1976 V 957 P 335
 4-0122-141-0200
 4-0122-141-0240
 V 984 P 753

ASSESSED S.F./LN.	TOTAL ASSESSMENT
114.000	\$543.78
6* DRV APP 114.00SF @ \$4.77 = \$543.78	
NUMBER OF SQUARES	

PARCEL NUMBER LOT
 04-122-14-153-008-0

PROPERTY ADDRESS
 NANCY J BRAND
 4327 088 PL

MAIL TO ADDRESS
 NANCY J BRAND
 4327 088TH PL
 KENOSHA, WI 53142-2455

LEGAL DESCRIPTION
 LOT 419 OF ISETTS ESTATES 10TH
 ADD PT NE 1/4 SEC 14 T 1 R 22 1916
 V 957 P 335
 DOC#1028591
 DOC#1075470

ASSESSED S.F./LN.	TOTAL ASSESSMENT
50.000	\$223.50
4* CONC R-R 50.00SF @ \$4.47 = \$223.50	
NUMBER OF SQUARES 2	

PARCEL NUMBER LOT
 04-122-14-153-009-0

PROPERTY ADDRESS
 CHRISTOPHER MOHENS & FRANCESCA RUF
 4401 088 PL

MAIL TO ADDRESS
 CHRISTOPHER MOHENS
 4401 088TH PL
 KENOSHA, WI 53142-2402

LEGAL DESCRIPTION
 LOT 418 ISETTS ESTATES 10TH
 ADD PT NE 1/4 SEC 14 T 1 R 22
 1976 V 957 P 335
 (ANNEX 122-141-0200 & -0240)
 DOC#1088163
 DOC#11225294
 DOC#1312951
 DOC#1439087

ASSESSED S.F./LN.	TOTAL ASSESSMENT
75.000	\$335.25
4* CONC R-R 75.00SF @ \$4.47 = \$335.25	
NUMBER OF SQUARES 3	

PARCEL NUMBER LOT
 04-122-14-153-010-0

PROPERTY ADDRESS
 STEVEN & BERNADETTE HAUG
 4409 088 PL

MAIL TO ADDRESS
 STEVEN & BERNADETTE HAUG
 4409 088TH PL
 KENOSHA, WI 53142-2402

LEGAL DESCRIPTION
 PT NE 1/4 SEC 14 T 1 R 22 LOT
 417 OF ISETTS ESTATES 10TH ADD
 1976 V 957 P 335
 4-0122-141-0200
 4-0122-141-0240
 V 1433 P 451

ASSESSED S.F./LN.	TOTAL ASSESSMENT
208.000	\$969.66
4* CONC R-R 75.00SF @ \$4.47 = \$335.25	
6* CONC R-R 25.00SF @ \$4.77 = \$119.25	
6* DRV APP 108.00SF @ \$4.77 = \$515.16	
NUMBER OF SQUARES 4	

PARCEL NUMBER LOT
 04-122-14-153-011-0

PROPERTY ADDRESS
 JEFF & ERIN ZEMATIS
 4415 088 PL

MAIL TO ADDRESS
 JEFF & ERIN ZEMATIS
 4415 088TH PL
 KENOSHA, WI 53142

LEGAL DESCRIPTION
 LOT 416 ISETTS ESTATES 10TH
 ADD PT NE 1/4 SEC 14 T 1 R 22
 1976 V 957 P 335
 DOC #985991
 DOC#1051901
 DOC#1538936
 DOC#1551560

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
04-122-14-153-012-0		50,000	\$223.50
PROPERTY ADDRESS			
WILLIAM & LORRI JACKSON 4421 088 PL			
MAIL TO ADDRESS			
WILLIAM & LORRI JACKSON 4421 088 PL KENOSHA, WI 53142-2402			
		4* CONC R-R	50.00SF @ \$4.47 = \$223.50
		NUMBER OF SQUARES 2	
		LEGAL DESCRIPTION	
		PT NE 1/4 SEC 14 T 1 R 22 LOT 415 OF ISETTS ESTATES 10TH ADD 1976 V 957 P 335 4-0122-141-0240 4-0122-141-0240 V 1536 P 378	

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
04-122-14-153-014-0		75,000	\$111.75
PROPERTY ADDRESS			
MARIYNN SCHMUCKEL 4501 088 PL			
MAIL TO ADDRESS			
MARIYNN SCHMUCKEL 4501 088 PL KENOSHA, WI 53142-2451			
		4* CONC R-R	25.00SF @ \$4.47 = \$111.75
		ADDITIONAL 50.00AN @ 5.00 = 5.00	
		NUMBER OF SQUARES 1	
		50SF DUE TO PMT	
		LEGAL DESCRIPTION	
		LOT 413 ISETTS ESTATES 10TH ADD PT NE 1/4 SEC 14 T 1 R 22 V 957 P 335 (1976 PT 04-122-141-0200 4-0240) V 965 P 625 06C11572312	

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
04-122-14-153-013-0		25,000	\$111.75
PROPERTY ADDRESS			
KATHRYN & DANIEL PROZANSKI 4429 088 PL			
MAIL TO ADDRESS			
KATHRYN & DANIEL PROZANSKI 4429 088 PL KENOSHA, WI 53142-2402			
		4* CONC R-R	25.00SF @ \$4.47 = \$111.75
		NUMBER OF SQUARES 1	
		LEGAL DESCRIPTION	
		LOT 414 ISETTS ESTATES 10TH ADD PT NE 1/4 SEC 14 T 1 R 22 1976 V 957 P 335 4-0122-141-0200 4-0122-141-0240 DOC11940313 DOC1209053 DOC11433708	

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
04-122-14-153-015-0		75,000	\$335.25
PROPERTY ADDRESS			
PETER S & JULIE A DAWSON 4509 088 PL			
MAIL TO ADDRESS			
PETER S & JULIE A DAWSON 4509 088 PL KENOSHA, WI 53142-2451			
		4* CONC R-R	75.00SF @ \$4.47 = \$335.25
		NUMBER OF SQUARES 3	
		LEGAL DESCRIPTION	
		PT NE 1/4 SEC 14 T 1 R 22 LOT 412 OF ISETTS ESTATES 10TH ADD 1976 V 957 P 335 DOC 1978175 DOC11075475	

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
04-122-14-153-018-0			
PROPERTY ADDRESS			
DANIEL J VALERI & TAMARA D VALERI 8815 046 AV			
MAIL TO ADDRESS			
DANIEL J & TAMARA D VALERI 8815 46TH AVE KENOSHA, WI 53142-2442			
		LEGAL DESCRIPTION	
		LOT 409 OF ISETTS ESTATES 10TH ADD PT NE 1/4 SEC 14 T 1 R 22 1976 V 957 P 335 V 1509 P 193 DOC11238650	

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
04-122-14-153-020-0			
PROPERTY ADDRESS			
ROBERT J JR & JOYCE POPP 8818 046 AV			
MAIL TO ADDRESS			
ROBERT J & JOYCE POPP JR 8818 46TH AVE KENOSHA, WI 53142-2442			
		LEGAL DESCRIPTION	
		PT NE 1/4 SEC 14 T 1 R 22 LOT 407 OF ISETTS ESTATES 10TH ADD 1976 V 957 P 335 4-0122-141-0200 4-0122-141-0240	

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
04-122-14-153-019-0			
PROPERTY ADDRESS			
ROGER W & DIANE M RAIMONDI 8817 046 AV			
MAIL TO ADDRESS			
ROGER W & DIANE M RAIMONDI 8817 46TH AVE KENOSHA, WI 53142-2442			
		LEGAL DESCRIPTION	
		LOT 408 THE ISETTS ESTATES 10TH ADD PT NE 1/4 SEC 14 T 1 R 22 1976 V 957 P 335 V 1397 P 460 DOC11263875	

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
04-122-14-153-021-0			
PROPERTY ADDRESS			
PATRICIA J & EDELL R GILL TRUSTEES 8814 046 AV			
MAIL TO ADDRESS			
PATRICIA J & EDELL R GILL TRUSTEES OF REVOCABLE TRUST KENOSHA, WI 53142-2442			
		LEGAL DESCRIPTION	
		PT NE 1/4 SEC 14 T 1 R 22 LOT 406 OF ISETTS ESTATES 10TH ADD 1976 V 957 P 335 4-0122-141-0200 4-0122-141-0240 DOC 11140339	

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
04-122-14-153-022-0		200.000	
		ADDITIONAL 200.000 @ 5.00 =	5.00
PROPERTY ADDRESS			
ARDUINO & NANCY C BILLOTTO REVOCABL 200SF DUE TO PWT			
4607 088 PL			
MAIL TO ADDRESS			
ARDUINO & NANCY C BILLOTTO			
4607 08TH PL			
KENOSHA, WI 53142-2404			
LEGAL DESCRIPTION			
LOT 405 THE ISETTS ESTATES			
10TH ADD PT NE 1/4 SEC 14			
T 1 R 22 1976 V957 P335			
DOC#1128086			

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
04-122-14-153-023-0		51.000	\$283.47
		4* CONC R-R 25.00SF @ 54.47 =	\$111.75
		6* DRV APP 36.00SF @ 54.77 =	\$171.72
PROPERTY ADDRESS			
TERRY & LINDA NELSON			
4615 088 PL			
MAIL TO ADDRESS			
TERRY & LINDA NELSON			
4615 08TH PL			
KENOSHA, WI 53142-2404			
LEGAL DESCRIPTION			
PT NE 1/4 SEC 14 T 1 R 22 LOT			
404 OF ISETTS ESTATES 10TH ADD			
1976 V 957 P 335			
4-0122-141-0200			
4-0122-141-0240			

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
04-122-14-153-024-0			
		ADDITIONAL 75.000 @ 5.00 =	\$375.00
PROPERTY ADDRESS			
MICHAEL M & SUSAN M CHILDERS			
4619 088 PL			
MAIL TO ADDRESS			
MICHAEL M & SUSAN M CHILDERS			
4619 08TH PL			
KENOSHA, WI 53142-2404			
LEGAL DESCRIPTION			
PT NE 1/4 SEC 14 T 1 R 22 LOT			
403 OF ISETTS ESTATES 10TH ADD			
1976 V 957 P 335			
4-0122-141-0200			
4-0122-141-0240			

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
04-122-14-153-025-0		75.000	
		ADDITIONAL 75.000 @ 5.00 =	\$375.00
PROPERTY ADDRESS			
JEFFERY A & ANNETTE M FIRST			
4623 088 PL			
MAIL TO ADDRESS			
JEFFERY A & ANNETTE M FIRST			
4623 08TH PL			
KENOSHA, WI 53142			
LEGAL DESCRIPTION			
LOT 402 THE ISETTS ESTATES			
TENTH ADD PT NE 1/4 SEC 14			
T1 R22 1976 V957 P335			
DOC#1104859			
DOC#1052238			
DOC#1203980			
DOC#1225412			

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
04-122-14-151-046-0		200.000	\$223.50
		4* CONC R-R 50.00SF @ 54.47 =	\$223.50
		ADDITIONAL 150.000 @ 5.00 =	5.00
PROPERTY ADDRESS			
RUTH ANN SCHEID			
4521 088 PL			
MAIL TO ADDRESS			
RUTH ANN SCHEID			
PO BOX 251			
BRISTOL, WI 53104			
LEGAL DESCRIPTION			
LOT 410 & W 5.33 FT LOT 411			
THE ISETTS ESTATES TENTH ADD			
PT NE 1/4 SEC 14 T1 R22 1977			
V 975 P 823			
DOC#1191033			

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
04-122-14-153-047-0		50.000	\$223.50
		4* CONC R-R 50.00SF @ 54.47 =	\$223.50
		ADDITIONAL 150.000 @ 5.00 =	5.00
PROPERTY ADDRESS			
RICHARD K & KATHLEEN M ANDERSON			
4515 088 PL			
MAIL TO ADDRESS			
RICHARD K & KATHLEEN ANDERSON			
4515 08TH PL			
KENOSHA, WI 53142			
LEGAL DESCRIPTION			
LOT 411 EXC THE W 5.33 FT OF			
ISETTS ESTATES 10TH ADD			
PT NE 1/4 SEC 14 T1 R22			
1977 V 975 P 823			
DOC#11068978			

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
04-122-14-177-012-0		25.000	\$111.75
		4* CONC R-R 25.00SF @ 54.47 =	\$111.75
		ADDITIONAL 150.000 @ 5.00 =	5.00
PROPERTY ADDRESS			
THOMAS I & VIOLA A HAGEN			
4274 088 PL			
MAIL TO ADDRESS			
THOMAS I & VIOLA A HAGEN			
4274 08TH PL			
KENOSHA, WI 53142			
LEGAL DESCRIPTION			
18584-251-1-58 LOT 341 OF			
THE ISETTS ESTATES EIGHTH			
ADD PT NE 1/4 SEC 14 T1 R22			
V 1355 P 522			
DOC 11165651			
DOC 11484179			

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
04-122-14-177-013-0			
		ADDITIONAL 150.000 @ 5.00 =	\$750.00
PROPERTY ADDRESS			
DAVID & TRACY CHAPA			
4220 088 PL			
MAIL TO ADDRESS			
DAVID & TRACY CHAPA			
4220 08TH PL			
KENOSHA, WI 53142-5040			
LEGAL DESCRIPTION			
LOT 340 OF ISETTS ESTATES 8TH			
ADD PT NE 1/4 SEC 14 T 1 R 22			
DOC#1237236			
DOC#1285161			

ASSESSED S.F./LN.	TOTAL ASSESSMENT
25.000	\$111.75
PARCEL NUMBER LOT	
04-122-24-177-014-0	
PROPERTY ADDRESS	NUMBER OF SQUARES
JOHN A & GINA V STOEBE 4216 088 PL	4* CONC R-R 25.00SF @ \$4.47 = \$111.75
MAIL TO ADDRESS	LEGAL DESCRIPTION
JOHN A & GINA M STOEBE 4216 88TH PL KENOSHA, WI 53142-1040	18594-251-1-56 PT NE 1/4 SEC 14 T1 R22 LOT 338 OF ISEITTS ESTATES 8TH ADD DOC#11204385 DOC#11261838

ASSESSED S.F./LN.	TOTAL ASSESSMENT
25.000	\$111.75
PARCEL NUMBER LOT	
04-122-24-177-015-0	
PROPERTY ADDRESS	NUMBER OF SQUARES
F THOMAS & GLORIA SCHOCK 4221 088 PL	4* CONC R-R 25.00SF @ \$4.47 = \$111.75
MAIL TO ADDRESS	LEGAL DESCRIPTION
F THOMAS & GLORIA SCHOCK 4221 88TH PL KENOSHA, WI 53142-1040	18594-251-1-55 PT NE 1/4 SEC 14 T1 R22 LOT 338 OF ISEITTS ESTATES 8TH ADD V 1598 P 184

ASSESSED S.F./LN.	TOTAL ASSESSMENT
145.000	\$691.65
PARCEL NUMBER LOT	
04-122-14-177-016-0	
PROPERTY ADDRESS	NUMBER OF SQUARES
LEWIS W JR & GAIL L KRANZ 4223 388 PL	6* CONC R-R 25.00SF @ \$4.77 = \$119.25 6* DRV APP 120.00SF @ \$4.77 = \$572.40
MAIL TO ADDRESS	LEGAL DESCRIPTION
LEWIS W JR & GAIL L KRANZ 4223 388TH PL KENOSHA, WI 53142-1040	LOT 337 ISEITTS ESTATES 8TH ADD PT NE 1/4 SEC 14 T 1 R 22 V 1454 P 244 DOC#1095285

ASSESSED S.F./LN.	TOTAL ASSESSMENT
100.000	\$447.00
PARCEL NUMBER LOT	
07-222-25-103-001-0	
PROPERTY ADDRESS	NUMBER OF SQUARES
FRANK & GLORIA KAZMIERSKI 2419 031 ST	4* CONC R-R 100.00SF @ \$4.47 = \$447.00
MAIL TO ADDRESS	LEGAL DESCRIPTION
FRANK & GLORIA KAZMIERSKI 2419 31ST ST KENOSHA, WI 53140-2174	NE 1/4 SEC 25 T 2 R 22 NORTH TOWN SUB LOT 36 V 1530 P 657

ASSESSED S.F./LN.	TOTAL ASSESSMENT
66.000	\$314.82
PARCEL NUMBER LOT	
07-222-25-103-002-0	
PROPERTY ADDRESS	NUMBER OF SQUARES
NANCY ANN COVELLI 3109 025 AV	6* DRV APP 66.00SF @ \$4.77 = \$314.82
MAIL TO ADDRESS	LEGAL DESCRIPTION
NANCY ANN COVELLI 3109 25TH AVE KENOSHA, WI 53140-2163	NE 1/4 SEC 25 T 2 R 22 NORTH TOWN SUB LOT 35 V160 P994

ASSESSED S.F./LN.	TOTAL ASSESSMENT
NUMBER OF SQUARES	
PARCEL NUMBER LOT	
07-222-25-103-003-0	
PROPERTY ADDRESS	NUMBER OF SQUARES
MICHAEL A & DIANE M SCHWITZ 3115 025 AV	
MAIL TO ADDRESS	LEGAL DESCRIPTION
MICHAEL A & DIANE M SCHWITZ 3115 25TH AVE KENOSHA, WI 53140-2163	NE 1/4 SEC 25 T 2 R 22 NORTH TOWN SUB LOT 34

ASSESSED S.F./LN.	TOTAL ASSESSMENT
NUMBER OF SQUARES	
PARCEL NUMBER LOT	
07-222-25-103-004-0	
PROPERTY ADDRESS	NUMBER OF SQUARES
NANCY JO CAIRO 3121 023 AV	
MAIL TO ADDRESS	LEGAL DESCRIPTION
NANCY JO CAIRO 3121 25TH AVE KENOSHA, WI 53140-2163	LOT 33 NORTH TOWN SUB NE 1/4 SEC 25 T 2 R 22 DOC#1107629

ASSESSED S.F./LN.	TOTAL ASSESSMENT
NUMBER OF SQUARES	
PARCEL NUMBER LOT	
07-222-25-103-005-0	
PROPERTY ADDRESS	NUMBER OF SQUARES
ANTONIO AMMENDOLA 2420 032 ST	
MAIL TO ADDRESS	LEGAL DESCRIPTION
ANTONIO AMMENDOLA 2420 32ND ST KENOSHA, WI 53140-2127	NE 1/4 SEC 25 T 2 R 22 NORTH TOWN SUB LOT 32

ASSESSED S.F./LN.	TOTAL ASSESSMENT
NUMBER OF SQUARES	
PARCEL NUMBER LOT	
07-222-25-104-019-0	
PROPERTY ADDRESS	NUMBER OF SQUARES
ANTHONY B & NICOLE PORTEE 2509 031 ST	
MAIL TO ADDRESS	LEGAL DESCRIPTION
ANTHONY B & NICOLE PORTEE 2509 31ST ST KENOSHA, WI 53140	LOT 7 FRED POEHLA SUB NE 1/4 SEC 25 T 2 R 22 V 1452 P 90 DOC#1080666 DOC#1356525 DOC#1420379 DOC#1433610

ASSESSED S.F./LN.	TOTAL ASSESSMENT
NUMBER OF SQUARES	
PARCEL NUMBER LOT	
07-222-25-104-031-0	
PROPERTY ADDRESS	NUMBER OF SQUARES
DAVID F CHIANELLI 2501 31ST ST	
MAIL TO ADDRESS	LEGAL DESCRIPTION
DAVID F CHIANELLI 2501 31ST ST KENOSHA, WI 53140-2176	PT NE 1/4 SEC 25 T 2 R 22 BCG ON S 1/4 31ST ST 968.1 FT W OF W LN 22ND AV TH S 125 FT TH W 102.77 FT TH S 188.69 FT TH E 145.02 FT TH N 283.12 FT TO POR (1999 COMB OF 07-222-25-104-026 & (2001 PT 07-222-25-104-029 & (2007 COMB 07-222-25-104-029 & (30 DOC#1104495 .64 AC DOC#1175070 DOC#1312017 DOC#1469623 DOC#1479730

ASSESSED S.F./LN.	TOTAL ASSESSMENT
PARCEL NUMBER LOT 07-222-25-105-001-0	
NUMBER OF SQUARES	
PROPERTY ADDRESS DAVID M & SANDRA A MOLINARO 2421 032 ST	
MAIL TO ADDRESS DAVID M & SANDRA A MOLINARO 2421 32ND ST KENOSHA, WI 53140-2126	LEGAL DESCRIPTION NE 1/4 SEC 25 T 2 R 22 NORTHTOWN SUB LOT 31

ASSESSED S.F./LN.	TOTAL ASSESSMENT
PARCEL NUMBER LOT 09-222-36-308-002-0	50.000
ADDITIONAL	50.000 @ 5.00 = 5.00
PROPERTY ADDRESS MICHAEL D CICCHINI 5507 032 AV	NUMBER OF SQUARES 50 SF DUE TO PWT
MAIL TO ADDRESS MICHAEL D CICCHINI 5407 6TH AVE KENOSHA, WI 53143	LEGAL DESCRIPTION LOT 9 BLK 4 FLYNN SUB PT OF SW 1/4 SEC 36 T 2 R 22 V 1542 P 760 V 1580 P 787 DOC#1358841 DOC#1358842 DOC#1375267

ASSESSED S.F./LN.	TOTAL ASSESSMENT
PARCEL NUMBER LOT 09-222-36-308-001-0	
NUMBER OF SQUARES	
PROPERTY ADDRESS CARL R BAUER TRUSTEES OF BAUER FAMI 5503 032 AV	
MAIL TO ADDRESS BAUER FAMILY REVOCABLE TRUST C/O BESSIE BAUER KENOSHA, WI 53144-2811	LEGAL DESCRIPTION LOT 8 BLK 4 FLYNN SUB PT OF SW 1/4 SEC 36 T 2 R 22 DOC#11027946 DOC#11316502 DOC#1316504

ASSESSED S.F./LN.	TOTAL ASSESSMENT
PARCEL NUMBER LOT 09-222-36-308-003-0	104.000 \$257.58
6" DRV APP	54.00SF @ \$4.77 = \$257.58
PROPERTY ADDRESS SEAN M & CHRISTINE M MERZES 5510 032 AV	ADDITIONAL 50.00AR @ 5.00 = 5.00 NUMBER OF SQUARES 50SF DUE TO PWT
MAIL TO ADDRESS SEAN M & CHRISTINE M MERZES 5515 32ND AVE KENOSHA, WI 53144-2811	LEGAL DESCRIPTION LOT 10 BLK 4 FLYNN SUB PT OF SW 1/4 SEC 36 T 2 R 22 V 1465 P 423 DOC#1130426 DOC#1444963

ASSESSED S.F./LN.	TOTAL ASSESSMENT
PARCEL NUMBER LOT 09-222-36-308-004-0	300.000 \$454.50
6" CONC R-R	75.00SF @ \$4.47 = \$335.25
PROPERTY ADDRESS SCOTT STEGER & LEAN A STEGER 5517 032 AV	6" CONC R-R 25.00SF @ \$4.77 = \$119.25 ADDITIONAL 200.00AR @ 5.00 = 5.00 NUMBER OF SQUARES 4
MAIL TO ADDRESS SCOTT & LEAN A STEGER 5517 32ND AVE KENOSHA, WI 53144-2811	LEGAL DESCRIPTION LOT 11 BLK 4 FLYNN SUB PT OF SW 1/4 SEC 36 T 2 R 22 DOC#1021828 DOC#1226840 DOC#1433982

ASSESSED S.F./LN.	TOTAL ASSESSMENT
PARCEL NUMBER LOT 09-222-36-308-005-0	260.000 \$286.20
6" DRV APP	60.00SF @ \$4.77 = \$286.20
PROPERTY ADDRESS MAURO A CASTILLO 5525 032 AV	ADDITIONAL 200.00SF @ 5.00 = 5.00 NUMBER OF SQUARES 200SF DUE TO PWT
MAIL TO ADDRESS MAURO A CASTILLO 5525 32ND AVE KENOSHA, WI 53144	LEGAL DESCRIPTION 13371 S 1 FT OF LOT 12 & ALL OF LOT 13 BLK 4 FLYNN'S SUB PT OF SW 1/4 SEC 36 T 2 R 22 V 1461 P 733 DOC #981445 DOC#1188843 DOC#1204308 DOC#1333246

ASSESSED S.F./LN.	TOTAL ASSESSMENT
PARCEL NUMBER LOT 09-222-36-308-005-0	110.000 \$286.20
6" DRV APP	60.00SF @ \$4.77 = \$286.20
PROPERTY ADDRESS JAMES L & BRANDY G FORREST 5521 032 AV	ADDITIONAL 50.00SF @ 5.00 = 5.00 NUMBER OF SQUARES 50SF DUE TO PWT
MAIL TO ADDRESS JAMES L & BRANDY G FORREST 5521 32ND AVE KENOSHA, WI 53144-2811	LEGAL DESCRIPTION LOT 12 EXCEPT THE S 1 FT BLK 4 FLYNN'S SUB PT OF SW 1/4 SEC 36 T 2 R 22 DOC#11170702

ASSESSED S.F./LN.	TOTAL ASSESSMENT
PARCEL NUMBER LOT 09-222-36-308-007-0	50.000 \$238.50
6" CONC R-R	50.00SF @ \$4.77 = \$238.50
PROPERTY ADDRESS CHRISTOPHER BEHN & BRIAN MATTHEWS 5527 032 AV	NUMBER OF SQUARES 2
MAIL TO ADDRESS CHRISTOPHER BEHN BRIAN MATTHEWS KENOSHA, WI 53144	LEGAL DESCRIPTION LOT 14 BLK 4 FLYNN SUB PT OF SW 1/4 SEC 36 T 2 R 22 DOC #997054 DOC#1047807 DOC#1431045 DOC#1493781 DOC#1511021 DOC#15141022

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
09-222-36-308-000-0		50,000	\$223.50
4* CONC R-R 50.00SF @ \$4.47 = \$223.50 NUMBER OF SQUARES 2			
PROPERTY ADDRESS		LEGAL DESCRIPTION	
LADRA FOEGLSON 5533 032 AV		LOT 114 H L BULLAMORE'S SUB PT OF SW 1/4 SEC 36 T 2 R22 DOC #997054 DOC#1144223 DOC#1270494 DOC#1329860	
MAIL TO ADDRESS		LEGAL DESCRIPTION	
LAURA FOEGLSON 5533 32ND AVE KENOSHA, WI 53144		LOT 114 H L BULLAMORE'S SUB BEING PT OF SW 1/4 SEC 36 T 2 R 22 DOC #1997081 DOC#1019633 DOC#1020502	

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
09-222-36-308-009-0		75,000	\$111.75
4* CONC R-R 25.00SF @ \$4.47 = \$111.75 ADDITIONAL 50.00AR @ \$.00 = \$.00 NUMBER OF SQUARES 1 50SF DUE TO PWT			
PROPERTY ADDRESS		LEGAL DESCRIPTION	
JEFFREY S LYNN 5537 032 AV		LOT 113 H L BULLAMORE'S SUB BEING PT OF SW 1/4 SEC 36 T 2 R 22	
MAIL TO ADDRESS		LEGAL DESCRIPTION	
JEFFREY S LYNN 1725 35TH ST KENOSHA, WI 53140-5207		LOT 113 H L BULLAMORE'S SUB PT OF SW 1/4 SEC 36 T 2 R 22	

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
09-222-36-308-010-0		91,000	\$314.82
6* DRV APP 66.00SF @ \$4.77 = \$314.82 ADDITIONAL 25.00AR @ \$.00 = \$.00 NUMBER OF SQUARES 25SF DUE TO PWT			
PROPERTY ADDRESS		LEGAL DESCRIPTION	
STEVEN L EICHORST 5541 032 AV		LOT 112 H L BULLAMORE'S SUB BEING PT OF SW 1/4 SEC 36 T 2 R 22	
MAIL TO ADDRESS		LEGAL DESCRIPTION	
STEVEN L EICHORST 5571 32ND AVE KENOSHA, WI 53144		LOT 112 H L BULLAMORE'S SUB BEING PT OF SW 1/4 SEC 36 T 2 R 22 DOC #1997081 DOC#1019633 DOC#1020502	

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
09-222-36-308-011-0		75,000	\$111.75
4* CONC R-R 25.00SF @ \$4.47 = \$111.75 ADDITIONAL 50.00AR @ \$.00 = \$.00 NUMBER OF SQUARES 1 50SF DUE TO PWT			
PROPERTY ADDRESS		LEGAL DESCRIPTION	
DANIEL D & KIMBERLY A LAVELLE 5545 032 AV		LOT 111 H L BULLAMORE'S SUB PT OF SW 1/4 SEC 36 T 2 R22 V 1376 P931 V 1397 P130 V 1490 P448 DOC#1033309 DOC#1231057 DOC#1437977	
MAIL TO ADDRESS		LEGAL DESCRIPTION	
DANIEL D & KIMBERLY A LAVELLE 5545 32ND AVE KENOSHA, WI 53144-2811		LOT 111 H L BULLAMORE'S SUB PT OF SW 1/4 SEC 36 T 2 R22 V 1376 P931 V 1397 P130 V 1490 P448 DOC#1033309 DOC#1231057 DOC#1437977	

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
09-222-36-308-012-0		129,000	\$592.83
4* CONC R-R 75.00SF @ \$4.47 = \$335.25 6* DRV APP 54.00SF @ \$4.77 = \$257.58 NUMBER OF SQUARES 3			
PROPERTY ADDRESS		LEGAL DESCRIPTION	
AMANDA L HARDING 5549 032 AV		LOT 110 H L BULLAMORE'S SUB PT OF SW 1/4 SEC 36 T 2 R22 V 1182 P427 DOC#1139756 DOC#11513244 DOC#11565010 DOC#11592233 DOC#11594769 DOC#11607759	
MAIL TO ADDRESS		LEGAL DESCRIPTION	
AMANDA L HARDING 5549 32ND AVE KENOSHA, WI 53144		LOT 110 H L BULLAMORE'S SUB PT OF SW 1/4 SEC 36 T 2 R22 V 1182 P427 DOC#1139756 DOC#11513244 DOC#11565010 DOC#11592233 DOC#11594769 DOC#11607759	

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
09-222-36-308-013-0		177,000	\$844.29
4* CONC R-R 75.00SF @ \$4.77 = \$357.75 6* DRV APP 102.00SF @ \$4.77 = \$486.54 NUMBER OF SQUARES 3			
PROPERTY ADDRESS		LEGAL DESCRIPTION	
ARTURO RODRIGUEZ 5553 032 AV		LOT 109 H L BULLAMORE'S SUB BEING PT OF SW 1/4 SEC 36 T 2 R 22 DOC #1034587 DOC #1034598	
MAIL TO ADDRESS		LEGAL DESCRIPTION	
ARTURO RODRIGUEZ 5553 32ND AVE KENOSHA, WI 53144		LOT 109 H L BULLAMORE'S SUB BEING PT OF SW 1/4 SEC 36 T 2 R 22 DOC #1034587 DOC #1034598	

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
09-222-36-308-014-0		25,000	\$111.75
4* CONC R-R 25.00SF @ \$4.47 = \$111.75 NUMBER OF SQUARES 1			
PROPERTY ADDRESS		LEGAL DESCRIPTION	
DANIEL J & MARY LOU FRITZ 5557 032 AV		LOT 108 H L BULLAMORE'S SUB PT OF SW 1/4 SEC 36 T 2 R22 DOC#1363962 DOC#1396683	
MAIL TO ADDRESS		LEGAL DESCRIPTION	
DANIEL J & MARY LOU FRITZ 5 E VANDERMEER DR ANTICOH, IL 60002		LOT 108 H L BULLAMORE'S SUB PT OF SW 1/4 SEC 36 T 2 R22 DOC#1363962 DOC#1396683	

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
09-222-36-308-001-0		25,000	\$111.75
4* CONC R-R 25.00SF @ \$4.47 = \$111.75 NUMBER OF SQUARES 1			
PROPERTY ADDRESS		LEGAL DESCRIPTION	
ELIZABETH R CUEVAS 5603 032 AV		LOT 107 H L BULLAMORE'S SUB PT OF SW 1/4 SEC 36 T 2 R22 DOC#1148246 DOC#1161180 DOC#11207103 DOC#11253626 DOC#1102253 DOC#1405419	
MAIL TO ADDRESS		LEGAL DESCRIPTION	
ELIZABETH R CUEVAS 5603 32ND AVE KENOSHA, WI 53144-4106		LOT 107 H L BULLAMORE'S SUB PT OF SW 1/4 SEC 36 T 2 R22 DOC#1148246 DOC#1161180 DOC#11207103 DOC#11253626 DOC#1102253 DOC#1405419	

ASSESSED S.F./LN.	TOTAL ASSESSMENT
197.000	\$581.94
* CONC R-R 50.00SF @ \$4.77 = \$238.50	
6" DRV APP 72.00SF @ \$4.77 = \$343.44	
ADDITIONAL 75.00AR @ 5.00 = 5.00	
NUMBER OF SQUARES 2	

MAIL TO ADDRESS
 JAMES & MIRANDA M WILLIAMS
 4326 32ND AVE
 KENOSHA, WI 53144

LEGAL DESCRIPTION
 N 2 FT OF LOT 105 & ALL OF
 LOT 106 H L BULLAMORE'S SUB
 PT OF SW 1/4 SEC 36 T 2 R22
 V 1591 P 668
 DOC11599130
 DOC11618497

PARCEL NUMBER LOT
 09-222-36-377-003-0

NUMBER OF SQUARES

PROPERTY ADDRESS
 FLORENCE M GIFFORD TRUST
 5609 032 AV

MAIL TO ADDRESS
 FLORENCE M GIFFORD
 3611 32ND AVE
 KENOSHA, WI 53144-4106

LEGAL DESCRIPTION
 S 49 FT OF LOT 105 H L
 BULLAMORE'S SUB PT OF SW
 1/4 SEC 36 T 2 R 22
 V 1591 P 419
 DOC11534264
 DOC11534265 (ADDITIONAL ADDRESS 56

ASSESSED S.F./LN.	TOTAL ASSESSMENT
25.000	\$111.75
* CONC R-R 25.00SF @ \$4.47 = \$111.75	
NUMBER OF SQUARES 1	

PROPERTY ADDRESS
 GUY H ONSERUD
 5613 032 AV

MAIL TO ADDRESS
 GUY H ONSERUD
 5613 32ND AVE
 KENOSHA, WI 53144

LEGAL DESCRIPTION
 LOT 104 H L BULLAMORE'S SUB
 PT OF SW 1/4 SEC 36 T 2 R22
 V 1448 P 452
 DOC11600738
 DOC11201859

PARCEL NUMBER LOT
 09-222-36-377-003-0

NUMBER OF SQUARES

PROPERTY ADDRESS
 WILLIAM G MOENRLE
 5701 032 AV

MAIL TO ADDRESS
 WILLIAM G MOENRLE
 5702 32ND AVE
 KENOSHA, WI 53144-4156

LEGAL DESCRIPTION
 LOT 103 H L BULLAMORE'S SUB
 BEING PT OF SW 1/4 SEC 36 T 2
 R 22
 V 1461 P 334
 DOC 4990711

ASSESSED S.F./LN.	TOTAL ASSESSMENT
50.000	\$223.50
* CONC R-R 50.00SF @ \$4.47 = \$223.50	
NUMBER OF SQUARES 2	

PROPERTY ADDRESS
 RONALD L & KATHY J WALLACE
 5702 032 AV

MAIL TO ADDRESS
 RONALD L & KATHY J WALLACE
 5701 32ND AVE
 KENOSHA, WI 53144-4156

LEGAL DESCRIPTION
 LOT 102 H L BULLAMORE'S SUB
 BEING PT OF SW 1/4 SEC 36 T 2 R22
 V1366 P 24
 V1517 P219
 DOC11039777

PARCEL NUMBER LOT
 09-222-36-377-007-0

25.000

ADDITIONAL 25.00SF @ 5.00 = 5.00

NUMBER OF SQUARES

PROPERTY ADDRESS
 PHILLIP S SCHRANOT & ALLAN M SCHRANOT
 5709 032 AV

MAIL TO ADDRESS
 PHILLIP S SCHRANOT
 ALLAN M SCHRANOT
 KENOSHA, WI 53144-4156

LEGAL DESCRIPTION
 LOT 101 H L BULLAMORE'S SUB
 PT OF SW 1/4 SEC 36 T 2 R22
 V 1517 P 295
 DOC11975150
 DOC11031155
 DOC11217204
 DOC11569279

ASSESSED S.F./LN.	TOTAL ASSESSMENT
25.000	\$0.00
ADDITIONAL 25.00SF @ 5.00 = 5.00	
NUMBER OF SQUARES	

PROPERTY ADDRESS
 SHAWN P & GONDAUPE NEWHOUSE
 5713 032 AV

MAIL TO ADDRESS
 SHAWN P & GONDAUPE NEWHOUSE
 5713 32ND AVE
 KENOSHA, WI 53144

LEGAL DESCRIPTION
 LOT 100 H L BULLAMORE'S SUB
 PT OF SW 1/4 SEC 36 T 2 R22
 DOC11186839
 DOC11267379
 DOC11276982
 DOC11281610
 DOC11537295

PARCEL NUMBER LOT
 09-222-36-377-009-0

NUMBER OF SQUARES

PROPERTY ADDRESS
 CHRISTOPHER P & NANCY L RULAND
 5717 032 AV

MAIL TO ADDRESS
 CHRISTOPHER P & NANCY L RULAND
 8822 43RD AVE
 KENOSHA, WI 53142

LEGAL DESCRIPTION
 LOT 99 H L BULLAMORE'S SUB
 PT OF SW 1/4 SEC 36 T 2 R22
 DOC11112328

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
09-222-36-377-016-0		75.000	\$335.25
4* CONC R-R 75.00SF @ \$4.47 = \$335.25			
NUMBER OF SQUARES 3			
PROPERTY ADDRESS		LEGAL DESCRIPTION	
DANIEL C TORRESIN 5721 032 AV		LOT 99 W L BULLAMORE'S SUB PT OF SW 1/4 SEC 36 T 2 R 22 DOC#1164393 DOC#1205183 DOC#1395866 DOC#1400177 DOC#1408754 DOC#1541556 DOC#1603540 DOC#1609301 DOC#1622937	
MAIL TO ADDRESS		MAIL TO ADDRESS	
DANIEL C TORRESIN 3209 29TH ST KENOSHA, WI 53144		RAUL PEREZ 531 W2221 CRENSHIE DR WAUWATOSA, WI 53189	

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
09-222-36-378-001-0		85.000	\$379.95
4* CONC R-R 85.00SF @ \$4.47 = \$379.95			
NUMBER OF SQUARES 3			
PROPERTY ADDRESS		LEGAL DESCRIPTION	
UNIFIED SCHOOL DISTRICT NO 1 5520 032 AV		SEC 06 BLOWM (12821 12843-12846 INCL 13218 13257) SW 1/4 SEC 36 T 2 R 22 LOTS 1 TO 17 INCL & LOTS 39 TO 55 INCL LAWDALE SUB & LOTS 75 TO 81 INCL & LOTS 120 TO 126 INCL HOLLIMWOOD SUB & VAC 36TH ST DSD 9 5/16/49 (MCRTINEY MIDDLE SCHOOL)	
MAIL TO ADDRESS		MAIL TO ADDRESS	
KENOSHA UNIFIED SCHOOL DIST 1 3600 52ND ST KENOSHA, WI 53144-3947		JUSTIN L COFRANCE 5916 32ND AVE KENOSHA, WI 53144	

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
09-222-36-381-014-0		469.000	\$2,222.13
4* CONC R-R 50.00SF @ \$4.47 = \$223.50			
ADDITIONAL 419.00AR @ \$4.77 = \$1998.63			
NUMBER OF SQUARES 7			
PROPERTY ADDRESS		LEGAL DESCRIPTION	
PAUL PEREZ 3200 060 ST		LOT 26 LAWDALE SUB BEING PT OF SW 1/4 SEC 36 T 2 R 22 DOC#1242047 DOC#1340687 DOC#1341072 DOC#1481315	
MAIL TO ADDRESS		MAIL TO ADDRESS	
PAUL PEREZ 3200 060 ST		RAUL PEREZ 531 W2221 CRENSHIE DR WAUWATOSA, WI 53189	

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
09-222-36-381-015-0		25.000	\$111.75
4* CONC R-R 25.00SF @ \$4.47 = \$111.75			
NUMBER OF SQUARES 1			
PROPERTY ADDRESS		LEGAL DESCRIPTION	
JUSTIN L COFRANCE 5916 032 AV		LOT 25 LAWDALE SUB ALSO 1/2 VAC ALLEY RES 166-68 11/4/68 SEC SW 1/4 36 T 2 R 22 DOC#1053137 DOC#1295418 DOC#1407696 DOC#1609067 DOC#1631718 DOC#1638832	
MAIL TO ADDRESS		MAIL TO ADDRESS	
JUSTIN L COFRANCE 5916 32ND AVE KENOSHA, WI 53144		JUSTIN L COFRANCE 5916 32ND AVE KENOSHA, WI 53144	

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
09-222-36-381-016-0		79.000	\$369.33
4* CONC R-R 25.00SF @ \$4.47 = \$111.75			
6* DRV APP 54.00SF @ \$4.77 = \$257.58			
NUMBER OF SQUARES 1			
PROPERTY ADDRESS		LEGAL DESCRIPTION	
WILLIAM J & MOLLIE DARULA 5912 032 AV		SEC SW 1/4 36 T 2 R 22 LAWDALE SUB LOT 74 AND E 1/2 OF VAC ALLEY RES 166-68 11/4/68	
MAIL TO ADDRESS		MAIL TO ADDRESS	
WILLIAM J & MOLLIE DARULA 5912 32ND AVE KENOSHA, WI 53144-4107		FEDERAL NATIONAL MORTGAGE ASSO 5994 032 AV	

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
09-222-36-381-017-0		54.000	\$257.58
6* DRV APP 54.00SF @ \$4.77 = \$257.58			
NUMBER OF SQUARES			
PROPERTY ADDRESS		LEGAL DESCRIPTION	
THREE GGR LLC 5908 032 AV		LOT 23 LAWDALE SUB ALSO E 1/2 OF VAC ALLEY RES 166-68 11/4/68 SEC SW 1/4 36 T 2 R 22 DOC#1016406 DOC#1187529 DOC#1392658	
MAIL TO ADDRESS		MAIL TO ADDRESS	
THREE GGR LLC 2026 CARLISLE AVE RACINE, WI 53404		TERRY L BARKER 1810 032 AV	

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
09-222-36-381-018-0		25.000	\$111.75
4* CONC R-R 25.00SF @ \$4.47 = \$111.75			
NUMBER OF SQUARES 1			
PROPERTY ADDRESS		LEGAL DESCRIPTION	
FEDERAL NATIONAL MORTGAGE ASSOCIAT 5994 032 AV		LOT 22 LAWDALE SUB PT SW 1/4 SEC 36 T 2 R 22 ALSO E 1/2 VACATE ALLEY RES 166-68 11/4/68 V 1519 P750 DOC#1023054 DOC#1071051 DOC#1275288 DOC#1284689 DOC#1604615	
MAIL TO ADDRESS		MAIL TO ADDRESS	
FEDERAL NATIONAL MORTGAGE ASSO 7255 BAYMEADOWS WAY JACKSONVILLE, FL 32256		TERRY L BARKER 1810 032 AV	

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
09-222-36-381-019-0		146.000	\$688.92
4* CONC R-R 25.00SF @ \$4.47 = \$111.75			
6* CONC R-R 25.00SF @ \$4.77 = \$119.25			
6* DRV APP 96.00SF @ \$4.77 = \$457.92			
NUMBER OF SQUARES 2			
PROPERTY ADDRESS		LEGAL DESCRIPTION	
TERRY L BARKER 1810 032 AV		LOTS 20 & 21 & E 1/2 VAC ALLEY RES 1166-68 1/2ND P510 LANN DALE SUB PT SW 1/4 SEC 36 T 2 R 22 V 1512 P 984 DOC #1273894	
MAIL TO ADDRESS		MAIL TO ADDRESS	
TERRY L BARKER 240 EDWARD ST BURLINGTON, WI 53105		TERRY L BARKER 1810 032 AV	

ASSESSED S.F./LN.	TOTAL ASSESSMENT
PARCEL NUMBER LOT 09-222-36-381-020-0	141.000 5650.07
PROPERTY ADDRESS ABELARDO ALCOCCER & JOHANE M FIRMAN 5806 032 AV	4" CONC R-R 75.00SF @ \$4.47 = \$335.25 6" DRV APP 66.00SF @ \$4.77 = \$314.82 NUMBER OF SQUARES 3
MAIL TO ADDRESS ABELARDO ALCOCCER JOHANE M FIRMAN KENOSHA, WI 53144	LEGAL DESCRIPTION LOT 19 & E 1/2 70C ALLEY RES 166-69 11/4/68 LANSDALE SUB SEC SW 1/4 36 T 2 R 22 V 1384 P 514 V 1421 P 576 V 1445 P 325 DOC11057098 DOC11076309 DOC11125825

PARCEL NUMBER LOT 09-222-36-381-021-0	50.000 \$223.50
PROPERTY ADDRESS SCOTT C & JENNIFER HOAG 3203 058 ST	4" CONC R-R 50.00SF @ \$4.47 = \$223.50 NUMBER OF SQUARES 2
MAIL TO ADDRESS SCOTT C & JENNIFER HOAG 3203 5818 ST KENOSHA, WI 53144	LEGAL DESCRIPTION LOT 18 & E 1/2 VACATED ALLEY RES 1166-68 PT IN LANSDALE SW 1/4 SEC 36 T 2 R 22 ALSO W 1/2 VACATED ALLEY DOC11288873 (2003 LOT LINE ADJUSTMENT) DOC11019114 DOC11098617 DOC11288873 DOC11537900

ASSESSED S.F./LN.	TOTAL ASSESSMENT
PARCEL NUMBER LOT 09-222-36-382-001-0	25.000
PROPERTY ADDRESS GREGORY G & ABIGAIL A WATERS 5803 032 AV	ADDITIONAL 25.00SF @ 5.00 = 5.00 NUMBER OF SQUARES 25SF DUE TO PWT
MAIL TO ADDRESS GREGORY G & ABIGAIL A WATERS 5803 32ND AVE KENOSHA, WI 53144	LEGAL DESCRIPTION LOT 97 H L BULLAMORE'S SUB PT OF SW 1/4 SEC 36 T2 R22 V 1372 P 950 V 1402 P 540 V 1698 P 898 DOC11196380 DOC11478743 DOC11484002 DOC11526258

PARCEL NUMBER LOT 09-222-36-382-002-0	75.000
PROPERTY ADDRESS SCOTT GRUNDY 5807 032 AV	ADDITIONAL 75.00SF @ 5.00 = 5.00 NUMBER OF SQUARES 75SF DUE TO PWT
MAIL TO ADDRESS SCOTT GRUNDY 10591 48TH AVE PLEASANT PRAIRIE, WI 53158	LEGAL DESCRIPTION LOT 96 H L BULLAMORE'S SUB BEING PT OF SW 1/4 SEC 36 T 2 R 22 V 1620 P 992

ASSESSED S.F./LN.	TOTAL ASSESSMENT
PARCEL NUMBER LOT 09-222-36-382-003-0	50.000
PROPERTY ADDRESS ERNEST L & THEODA H DARRACOTT 5811 032 AV	ADDITIONAL 50.00SF @ 5.00 = 5.00 NUMBER OF SQUARES 50SF DUE TO PWT
MAIL TO ADDRESS ERNEST L & THEODA H DARRACOTT 9219 COOPER RD PLEASANT PRAIRIE, WI 53158	LEGAL DESCRIPTION LOT 95 H L BULLAMORE'S SUB BEING PT OF SW 1/4 SEC 36 T 2 R 22

PARCEL NUMBER LOT 09-222-36-382-004-0	NUMBER OF SQUARES
PROPERTY ADDRESS LINDA A DICKERSON 5801 032 AV	
MAIL TO ADDRESS LINDA A DICKERSON 5801 32ND AVE KENOSHA, WI 53144-4108	LEGAL DESCRIPTION LOT 94 H L BULLAMORE'S SUB BEING PT OF SW 1/4 SEC 36 T 2 R 22

ASSESSED S.F./LN.	TOTAL ASSESSMENT
PARCEL NUMBER LOT 09-222-36-382-005-0	110.000 \$286.20
PROPERTY ADDRESS WIDMAR PROPERTIES LLC 5805 032 AV	6" DRV APP 60.00SF @ \$4.77 = \$286.20 ADDITIONAL 50.00AR @ 5.00 = 5.00 NUMBER OF SQUARES 50SF DUE TO PWT
MAIL TO ADDRESS WIDMAR PROPERTIES LLC 415 4TH AVE SU SMITHER, ND 58040	LEGAL DESCRIPTION LOT 93 H L BULLAMORE'S SUB PT OF SW 1/4 SEC 36 T2 R22 V 1362 P 975 V 1411 P 964 DOC 11217266 DOC 11531883

PARCEL NUMBER LOT 09-222-36-382-006-0	NUMBER OF SQUARES
PROPERTY ADDRESS LYN FLYNN (TRD) 5909 032 AV	
MAIL TO ADDRESS LYN FLYNN 5909 32ND AVE KENOSHA, WI 53144-4108	LEGAL DESCRIPTION LOT 92 H L BULLAMORE'S SUB PT OF SW 1/4 SEC 36 T2 R22 DOC11230827 DOC11234621 DOC11616901 TCO

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
09-222-36-382-007-0		55.000	\$245.35
4* CCWC R-R 55.00SF @ \$4.47 = \$245.85			
NUMBER OF SQUARES 2			
PROPERTY ADDRESS GARY F & LINNET JOHNSON 5913 032 AV			
MAIL TO ADDRESS GARY F & LINNET JOHNSON 5913 32ND AVE KENOSHA, WI 53144-4108			
LEGAL DESCRIPTION LOT 91 H L BULLAMORE'S SUB BEING PT OF SW 1/4 SEC 36 T 2 R 22-			

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
09-222-36-382-008-0		25.000	\$111.75
4* CCWC R-R 25.00SF @ \$4.47 = \$111.75			
NUMBER OF SQUARES 1			
PROPERTY ADDRESS YOLANDA TAYLOR 5919 032 AV			
MAIL TO ADDRESS YOLANDA TAYLOR 805 W PANORAMA DR APT 203 PALATINE, IL 60067-2160			
LEGAL DESCRIPTION LOT 90 H L BULLAMORE'S SUB BEING PT OF SW 1/4 SEC 36 T 2 R 22 W 1435 P 535 DOCN1277125 DOCN1277127			

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
09-222-36-382-009-0		250.000	\$1,117.50
4* CCWC R-R 250.00SF @ \$4.47 = \$1117.50			
NUMBER OF SQUARES 10			
PROPERTY ADDRESS KEVIN A WILLIAMS 3128 060 ST			
MAIL TO ADDRESS KEVIN A WILLIAMS 3128 60TH ST KENOSHA, WI 53101-4138			
LEGAL DESCRIPTION LOT 89 H L BULLAMORE'S SUB PT OF SW 1/4 SEC 36 T 2 R22 DOCN1507984			

STREET TOTAL 13,083.00 \$40,899.66

GRAND TOTALS PARCELS 169 FOOTAGE 13,083.000 TOTAL COST \$40,899.66

RESOLUTION NO.

BY: COMMITTEE ON PUBLIC WORKS

**PRELIMINARY RESOLUTION DECLARING INTENT TO LEVY ASSESSMENTS
FOR
HAZARDOUS SIDEWALK AND/OR DRIVEWAY APPROACH**

**PROJECT #11-1208
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 18th day of April, 2011.

APPROVED: _____
MAYOR
KEITH G. BOSMAN

ATTEST: _____
DEPUTY CITY CLERK
DEBRA L. SALAS

RESOLUTION NO. _____

BY: BOARD OF PUBLIC WORKS

TO GRANT A PERMANENT LIMITED EASEMENT FOR PARCEL 16, PLAT OF RIGHT-OF-WAY REQUIRED FOR 39TH AVENUE FROM 24TH STREET TO 18TH STREET IN ACCORDANCE WITH RESOLUTION OF RELOCATION ORDER # 161-10

WHEREAS, It has been declared and determined to be in the public interest to acquire certain interests in property necessary for the construction of 39th Avenue from 18th Street south to 24th Street under authority of Section 62.22, Wisconsin Statutes; and,

WHEREAS, Parcel 16 of that Plat of Right-of-Way Required is owned by the City of Kenosha; and,

WHEREAS, a Permanent Limited Easement (PLE) as shown on the plans for grading purposes is required on said Parcel 16 to construct the roadway;

NOW, THEREFORE, BE IT RESOLVED, that the necessary PLE on Parcel 16 in accordance with the adopted Plat of Right-of-Way Required is hereby granted..

Adopted this ____ day of _____, 2011.

ATTEST: _____
Debra L. Salas, Deputy City Clerk

APPROVED: _____
Keith G. Bosman, Mayor

RESOLUTION NO. _____

**BY: ALDERPERSON DAVID F. BOGDALA
ALDERPERSON ANTHONY NUDO
ALDERPERSON LAWRENCE GREEN**

**TO AMEND THE CITY OF KENOSHA CAPITAL
IMPROVEMENT PROGRAM FOR 2010 BY
DECREASING LINE RA95-001, "GENERAL
ACQUISITION" IN THE AMOUNT OF \$113,938.42
AND DECREASING LINES RA95-001 FOR 2011
THROUGH 2015 IN THE AMOUNTS OF \$225,000.00
FOR EACH YEAR FOR A NET REDUCTION OF
\$1,238,938.42 AND TO REQUEST RETURN OF
FUNDS FROM THE REDEVELOPMENT AUTHORITY**

WHEREAS, the Redevelopment Authority for the City of Kenosha (“Redevelopment Authority”) was created in 1981 and operates pursuant to § 66.1333 Wis. Stats; and,

WHEREAS, the Redevelopment Authority has funds to acquire and maintain real property, said maintenance to include incidental costs, which incidental costs include, but are not limited to, property maintenance and utility expenses for property currently owned by the Redevelopment Authority; and,

WHEREAS, the principal source of funding for the Redevelopment Authority has been grants from the City of Kenosha acquired by the City of Kenosha through issuance of bonds; and,

WHEREAS, the appreciable secondary sources for funding of the Redevelopment Authority has been returns on investments made by the Redevelopment Authority from the grants provided by the City of Kenosha; and,

WHEREAS, the Redevelopment Authority has assets which potentially include unexpended money from the City of Kenosha, accounts receivable due as return on investment of grant money expended, and funds received from sale of real property owned by the Redevelopment Authority; and,

WHEREAS, the City of Kenosha has bonded for money previously allocated and authorized in the 2010 Capital Improvement Plan for Redevelopment Authority purposes, but which

bonded money in the amount of \$113,938.42 has not yet been encumbered by action of the Redevelopment Authority; and

WHEREAS, the City of Kenosha has included in the 2011 through 2015 program years of the Capital Improvement Plan the amounts of \$225,000.00 per year for use by the Redevelopment Authority; and

WHEREAS, the City of Kenosha no long wishes to fund the activities of the Redevelopment Authority.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Kenosha, Wisconsin that for the 2010 Capital Improvement Plan year, the authorization for \$113,938.42 of the \$225,000.00 for Item RA95-001 "General Acquisition" is rescinded.

BE IT FURTHER RESOLVED, that the Capital Improvement Program be, and hereby is amended as follows:

Program Year	Item	Description	Current Amount	Amended Amount
2011	RA-95-001	General Acquisition	\$225,000.00	\$0.00
2012	RA-95-001	General Acquisition	\$225,000.00	\$0.00
2013	RA-95-001	General Acquisition	\$225,000.00	\$0.00
2014	RA-95-001	General Acquisition	\$225,000.00	\$0.00
2015	RA-95-001	General Acquisition	\$225,000.00	\$0.00

BE IT FURTHER RESOLVED, that the Redevelopment Authority is requested to return all unexpended grant money it has received from the City of Kenosha that it has in any account in the name of, or for the benefit of the Redevelopment Authority at the time of the passage of this Resolution by the Common Council.

BE IT FURTHER RESOLVED, that the Redevelopment Authority is requested to return to the City of Kenosha all funds it receives in the future as return on expended money the Redevelopment Authority had received as a grant from the City of Kenosha.

BE IT FINALLY RESOLVED, that the Finance Director for the City of Kenosha is authorized to pay incidental costs for property currently owned by the Redevelopment Authority at the

time of passage of this Resolution, from monies received or unencumbered by this Resolution.

Adopted this _____ day of _____, 2011.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

APPOINTMENTS TO BE MADE AT APRIL 18, 2011 COUNCIL MEETING

1. Appointment of Robert Hayden, 5815 69th Street, Kenosha to the City Plan Commission to fulfill an unexpired term which will expire May 1, 2013.

KEITH G. BOSMAN
MAYOR



CITY OF KENOSHA
625 - 52nd Street
Kenosha, Wisconsin 53140
(262) 653-4000
Fax (262) 653-4010

April 14, 2011

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

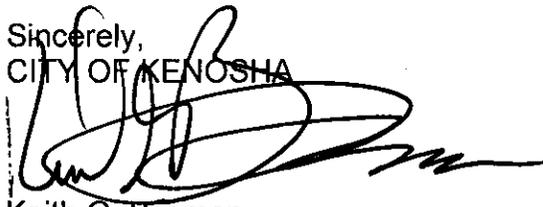
Dear Ladies and Gentlemen:

I hereby appoint Robert Hayden, 5815 69th Street, Kenosha to the City Plan Commission to fulfill an unexpired term which will expire May 1, 2011. Mr. Hayden filed a Statement of Economic Interest on April 4, 2011.

Mr. Hayden is a service technician for the past thirty years, the last 13 years at Triangle Appliance. He is very involved in the community and has served on board memberships of the Holy Rosary Holy Name Society, Festival Committee, Sports Night Committee, Co-Chair of Spectacular Raffle, co-chair of Spaghetti Dinner, former Co-Chair for Bingo at Holy Rosary, previous Athletic Director and basketball and baseball coach for many years as a member. He is an active member of the Kenosha Moose Lodge.

I am confident Mr. Hayden will be a conscientious and hardworking member of the City Plan Commission.

Sincerely,
CITY OF KENOSHA



Keith G. Bosman
Mayor

KGB:jd

This form must be filed with:
 City Clerk/Treasurer
 City of Kenosha
 625-52nd Street
 Kenosha, WI 53140

This space for Office Use –
 Postmark/Received Date

**CITY OF KENOSHA, WISCONSIN
 STATEMENT OF ECONOMIC INTERESTS**

CHECK ONE:

- Candidate for City Office
- City Officer/Employee
- City Board or Commission Member

RECEIVED
 APR - 4, 2011
 CITY OF KENOSHA
 CITY CLERK - TREASURER

Name HAYDEN Robert A.
 (Last Name) (First Name and Middle Initial)

City Office, Department, Board or Commission ASSESSMENT REVIEW BOARD

A copy of Chapter XXIX of the Code of General Ordinances, "Financial Disclosure by City Officers and Employees" and s.19.44, Wisconsin Statutes is attached.

1. OFFICES AND DIRECTORSHIPS

On January 1st, were you or a member of your immediate family an officer, director, or trustee of a business or other organization? No identification need be made of trusts or charitable, religious, social, community services, or political organizations.

If NO, check here

If Yes, identify each business or organization and the position held:

Name of Business or Organization	City and State	Position Held

RECEIVED
 APR - 4 2011
 CITY OF KENOSHA
 CITY CLERK - TREASURER

2. SECURITIES

On January 1st, did you or a member of your immediate family, directly or indirectly, separately or together, own securities valued at \$5,000 or more invested in any one business, organization or Wisconsin governmental entity?

List limited partnership interests and mutual and money market funds.

List reportable securities regardless of whether they are held in an Individual Retirement Account.

List income from any trust.

You do not have to list organizations that do not do business in this state.

You do not have to list U.S. Bonds or other governmental securities not issued by the State of Wisconsin or its authorities, agencies or local governments.

You do not have to list certificate of deposits or publicly traded securities.

If No reportable security, check here .

If Yes, identify the business, organization or Wisconsin governmental entity and the type of securities owned and indicate whether the investment's value was more or less than \$50,000.

Name of Issuer	City and State or Stock Exchange	Type of Security (Stocks, bonds, mutual or money market funds, etc.)	Value	
			\$50,000 or less	More than \$50,000

3. CREDITORS

On January 1st, did you or a member of your immediate family owe, separately or together, \$5,000 or more to any creditor? Also, if you are a general partner, be sure to account for your share of the partnership's debts. If you own a farm or other unincorporated business, account for its debts.

If NO, check here . You need not disclose a home mortgage if the home is exempt from disclosure under #4.

If YES, identify each creditor (including mortgage lender) and indicate whether the amount owed is more or less than \$50,000:

Name of Creditor	City and State	\$50,000 or less	More than \$50,000

4. REAL ESTATE

On January 1st, did you or a member of your immediate family hold an interest valued at \$5,000 or more in real property located in the City of Kenosha? Do not include property in which you have less than a 10% interest. Include your personal residence only if you conduct a business from the same address or rent out a portion of it, e.g., a family farm, an attached office, a rental duplex.

If NO, check here .

If YES, identify the property and the interest held:

County in which Property is Located	Location of Property (Street address or fire number and municipality)	Type of Property (farm, apartment, commercial property, or recreational home)	Nature of Interest (own, lease, option, land contract, partnership)

5. BUSINESS INTERESTS AND INCOME PROPERTY

On January 1st, did you or a member of your immediate family, separately or together, own or control 10% or more of the outstanding equity in a farm, business corporation, partnership or income property?

INCOME PROPERTY: Identify income property in which you or a member of your immediate family, separately or together, owns 10% or more of the outstanding equity regardless of the property's location or whether it is listed under item 4. List business or partnership name if appropriate; otherwise give address.

If NO, check here .

If YES, list below:

Name of Business, Corporation, Partnership, Trust or Identification of Property	City and State	Nature of Business (farming, law, rental property, etc.)

6. DIRECT SOURCES OF INCOME

- a. If an agency or office of the City of Kenosha paid you or a member of your immediate family \$1,000 or more since January 1st of this year, list here:

OTHERWISE, check here if not applicable

- b. Other sources of income: Identify each source (employer, business, partnership, corporation, commercial tenant, or governmental entity) from which you or a member of your immediate family received gross income or rents of \$1,000 or more since September 1st of this year. Do not identify dividend or interest payments. If you or a member of your immediate family received \$1,000 or more of income from an individual (other than a lobbyist) who was acting for personal reasons rather than on behalf of a business or organization, instead of identifying the person, you may merely list at item 8 the nature of the business for which that income was received.

PARTNERSHIP: List a partnership if your share of its gross receipts (before deductions and depreciation) exceed \$1,000.

UNINCORPORATED: If you or a member of your immediate family owned an unincorporated business, farm business or farm, professional practice, or income property, list each business that paid it \$1,000 or more.

Source of Income	City and State

If no source of income is listed, you may explain in Item 11.

7. INDIRECT SOURCES OF INCOME

Did you identify under **BOTH** items 5 and 6 a partnership, a service corporation, or a service corporation taxed under Subchapter S of the Internal Revenue Code?

If **NO**, check here and skip to item 8.

If **YES**, identify each business source from which that partnership, service corp, or Subchapter S corporation received \$1,000 or more of gross income since September 1st of this year. Do not identify dividend or interest payments. If the partnership, service corporation, or Subchapter S corporation received \$1,000 or more of income from an individual (other than a lobbyist), who was acting for personal reasons rather than on behalf of a business or organization, instead of identifying the person you may merely list at item 8 the nature of the business for which that income was received.

If the partnership, service corporation, or Subchapter S corporation did not receive \$1,000 or more from one business or organization, check here _____.

Name of Business, Organization or Lobbyist Paying Partnership, S.C. Or Subchapter S	City and State

8. INCOME FROM INDIVIDUALS

Did you or a member of your immediate family receive \$1,000 or more of gross income (including salary, wages, fees or rents) since September 1st of this year from an individual person other than a lobbyist?

If NO, check here .

If YES, do not identify the person but identify the general nature of the business for which the income was received.

General Nature of Business (farming, practice of law, rental property, etc.)

9. GIFTS

Since January 1st of this year, did you receive, directly or indirectly, a gift or gifts whose total value exceeded \$50 from any business, organization, or person other than a relative (parent, grandparent, child, grandchild, brother, sister, spouse's grandparent, parent, brother or sister, uncle aunt, niece, nephew, spouse, friend or fiancée); and other than from a business partner.

If NO, check here .

A gift is anything of value (including services) for which you did not give fair exchange. A gift which is not received by virtue of your office or employment with the City need not be disclosed.

If YES, identify the donor:

Name of Person, Business or Organization	City and State

10. Did you have lodging, transportation, money or other things of pecuniary value which you received by virtue of your position as an officer or employee of the City of Kenosha, which was not disclosed above, and which is not reported on a City Expense Account form?

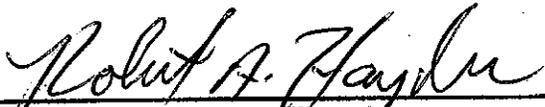
If NO, check here .

If YES, identify the donor:

Names of Person, Business or Organization	City and State

11. Use this space for additional disclosure or remarks. If the information provided is a required disclosure, indicate to which item it pertains.

By signing this form, I certify that the information contained in this Statement of Economic Interest and Information I have filed is true, correct and complete to the best of my knowledge, information and belief.


Signature of person filing

4-4-11
Date

DEPARTMENT OF CITY DEVELOPMENT
625 - 52ND STREET - ROOM 308
KENOSHA, WISCONSIN 53140
(262) 653-4030
FAX (262) 653-4045
www.kenosha.org



CITY PLAN
REAL ESTATE
HISTORIC PRESERVATION
COMMUNITY DEVELOPMENT BLOCK GRANT
REDEVELOPMENT

JEFFREY B. LABAHN
Director of City Development

MEMO

TO: Mayor Bosman and the Common Council
Finance Committee

FROM: Jeffrey B. Labahn, Department of City Development

RE: **Parking Lot Lease Agreement Between the City of Kenosha and
Kenosha Area Business Alliance for property at 55th Street and 6th Avenue,
District #2**

DATE: April 11, 2011

The proposed Lease Agreement involves the lease of existing City-owned parking spaces to the Kenosha Area Business Alliance (KABA) for their renovated building located at 5500 6th Avenue.

Within the referenced building, a portion of the second floor will be occupied by Kenosha Area Business Alliance and the entire first floor will be occupied by the Jockey Outlet Store. There is no existing on-site parking available at this location. Although the City Zoning Ordinance does not require on-site parking because it is an existing building located in the downtown, the owner and tenants have a need for on-site parking to be provided.

The proposed parking area to be leased was previously committed under lease to ATC Transportation, Inc. when they owned and occupied the bank building at the corner of 56th Street and 6th Avenue. ATC previously relocated their operations and recently sold the building and relinquished their leasehold interest.

The proposed lease will provide KABA fifty-four (54) parking spaces rent free for an initial period of five (5) years with the potential for up to three (3) additional five-year term extensions. KABA would be responsible for all required maintenance and improvements to the parking facility during the term of the lease.

JBL:kas

600 52nd Street, Suite 120
Kenosha, WI 53140
P 262.605.1100
F 262.605.1111

MEMO

TO: MAYOR KEITH BOSMAN AND MEMBERS OF THE CITY COUNCIL
FROM: TODD BATTLE, PRESIDENT – KENOSHA AREA BUSINESS ALLIANCE
DATE: APRIL 11, 2011
RE: CONSIDERATION OF PARKING LEASE AGREEMENT



The Kenosha Area Business Alliance (KABA) respectfully requests your support regarding the approval of a lease agreement that is required to provide KABA and its tenant(s) the necessary parking to support expanded operations in Downtown Kenosha.

As you may know, KABA purchased a vacant two-story commercial structure at 5500 – 6th Avenue on February 22, 2011. Construction commenced immediately with plans to renovate the facility to accommodate approximately 6,000 SF of retail space on the first floor and nearly 6,000 SF of commercial office space on the second floor.

On March 3, 2011, KABA executed a lease with Jockey International. Jockey will relocate its factory close-out store to the downtown with plans to open by Memorial Day weekend of 2011. Jockey will occupy nearly the entire first floor. KABA plans to move into its renovated second floor office space by late June or early July.

This project represents a total combined investment in excess of \$2 million, and should serve as a catalyst for additional downtown revitalization efforts as it breathes life into a highly visible downtown location and promises to attract significant foot traffic and retail sales. Both tenants are long-standing Kenosha institutions that are expected to have a positive influence on Downtown and its revitalization.

One of the limitations of this particular site and development project has been the lack of on-site parking adequate to serve retail or commercial office tenants. The proposed lease agreement that is under consideration addresses this limitation and provides KABA and Jockey International the parking they require to operate successfully from this location.

We respectfully request your support of the proposed lease agreement and look forward to addressing any questions you may have on April 18, 2011. Thank you.

LEASE

By And Between

**THE CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation,**

And

**KENOSHA AREA BUSINESS ALLIANCE, INC.
A Wisconsin 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, hereinafter referred to as **CITY**, and **KENOSHA AREA BUSINESS ALLIANCE, INC.**, a nonstock corporation organized and existing under the laws of the State of Wisconsin, and having its principal office, at the time of Lease execution, at 600 52nd Street,, Kenosha, Wisconsin 53140, hereinafter referred to as **LESSEE**.

WITNESSETH:

WHEREAS, LESSEE recently purchased the property located at 5500 6th Avenue for the purpose of relocating its business office; and,

WHEREAS, LESSEE is currently renovating the existing building to accommodate additional retail and office tenants; and

WHEREAS, LESSEE has executed a lease agreement with Jockey International for the purpose of establishing a retail outlet at this location; and,

WHEREAS, LESSEE has no on-site parking available for said building and its tenants; and,

WHEREAS, LESSEE desires to lease off-site parking which is currently owned by **CITY** and located across the street to accommodate the building tenants; and,

WHEREAS, CITY owns certain parking lots which it is willing to lease to **LESSEE** in order to enable **LESSEE** to provide needed parking for its tenants; and,

WHEREAS, downtown Kenosha is in need of reinvestment due to a decline in tax base and in employment opportunity; and,

WHEREAS, a purpose of this Lease is to promote the expansion of the base in downtown Kenosha; 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 FOR PARKING LOTS. CITY does hereby lease, let and demise to LESSEE the following parcels of land as parking lots:

Parcel No. 12-223-31-404-001 (portion)
Parcel No. 12-223-31-404-007 (portion)
Parcel No. 12-223-31-404-006
Parcel No. 12-223-31-404-005
Parcel No. 12-223-31-404-004

Said parcels (hereinafter "PREMISES") are further described on Exhibit "A", which is attached hereto and incorporated herein by reference. All improvements hereinafter constructed by LESSEE, if any, shall be deemed to be included within the meaning of PREMISES.

1.2 PREMISES "AS IS". LESSEE takes PREMISES under this Lease in "as is" condition. By executing this Lease, LESSEE acknowledges that it has inspected PREMISES and has found PREMISES satisfactory for its intended use.

1.3 REDUCTION IN SIZE OF PREMISES. Should CITY, during the term of this lease, require any portion of leased PREMISES for expansion of any street, sidewalk, right-of-way, or future development, CITY may so notify LESSEE and the size of PREMISES shall be so reduced with the portion of the parcel(s) required by CITY reverting to CITY, and this Lease with respect to that portion of the parcel(s) shall terminate. In the event that any portion of leased PREMISES is so reduced, CITY shall have an obligation to replace lost parking spaces within the area described on Exhibit "B" referenced in 1.4 of this Lease.

1.4 CITY MAY SUBSTITUTE PARCELS. CITY may, at its sole discretion, substitute parking spaces of equivalent number on any parcel of land, within an area described on Exhibit "B", which is attached hereto and incorporated herein by reference, for any parking spaces on any parcel included in the definition of PREMISES herein, with no change in any other provision of this Lease. Any such substitution shall be upon thirty (30) days advance written notice by CITY to LESSEE. Upon the expiration of said notice period, this Lease shall be deemed amended as to the description of PREMISES.

ARTICLE 2 – TERM

2.1 TERM. The term of this Lease, subject to early termination as hereinafter provided, is five (5) years, commencing from the date of lease execution, hereinafter referred to as "TERM".

2.2 OPTION TERMS. LESSEE shall have the option to renew this Lease for three (3) additional five (5) year terms upon the same terms and conditions contained in this Lease provided LESSEE gives CITY written notice of LESSEE's intention to exercise said option at

least ninety (90) days, but no more than one hundred eighty (180) days, prior to the expiration of the term; and provided further that **LESSEE** is not in default, but is in full compliance with all of the terms and provisions of this Lease at the time of exercise of such option to renew. Notwithstanding the above **CITY** shall have the right, within thirty (30) days of **LESSEE**'s notice to exercise its option, to provide **LESSEE** with notice of **CITY**'s intent to increase **LESSEE**'s rental fee. In the event the parties cannot, within thirty (30) days of **CITY**'s notice, agree upon a rental fee either party may terminate this Lease.

2.3 EARLY TERMINATION. Either party may terminate this Lease should there be a material breach thereof by the other which is not cured within sixty (60) days time following written notice thereof, and any demand for curative action.

2.4 LESSEE'S RIGHTS UPON LEASE TERMINATION OR EXPIRATION. Upon termination or expiration of this Lease:

2.4.1 Condition. **LESSEE** shall deliver possession of the **PREMISES** to **CITY** in good condition, ordinary wear and tear excepted.

2.4.2 Improvements. **CITY** shall be entitled to retain all Improvements to **PREMISES** made by **LESSEE**.

2.4.3 Personal Property. **LESSEE** may remove its personal property to which title has not passed to **CITY**, upon the condition that it be responsible for any damage to **PREMISES** occurring in the course of such removal.

ARTICLE 3 – CONSIDERATION

3.1 CONSIDERATION. **LESSEE** agrees to pay to **CITY**, for use and occupancy of **PREMISES** for the period commencing from the date of execution of this Lease, the annual rental fee of Zero Dollars (\$0.00).

ARTICLE 4 – IMPROVEMENTS

4.1 DEFINITION. "Improvements" shall mean and include construction, reconstruction, alteration, modification, additions, expansion and replacement of structures and facilities and shall also include landscaping. Improvements shall not include a parking structure which is prohibited under this Lease or **CITY** ordinances.

4.2 PERMISSION TO IMPROVE PREMISES. **LESSEE**, at its own cost and expense, may improve **PREMISES** for use as a parking lot.

4.3 PLANS AND SPECIFICATIONS. Plans and specifications for the construction of any improvements shall be submitted for review and approval in accordance with **CITY** ordinances and practices. The **CITY** shall not unreasonably withhold approval. In the event of disapproval, the **CITY** shall advise **LESSEE**, in writing, of the reasons therefor. The **CITY** may request reasonable modifications of the proposed plans and specifications.

4.4 CONSTRUCTION LIENS. **LESSEE**, in making improvements upon **PREMISES**, shall not grant permission for or permit any liens for labor or materials to attach

thereto without the prior, written consent of 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 PREMISES. In order to avoid such liens, LESSEE shall promptly pay or cause to be paid all bills for labor and materials. In the event any involuntary lien attaches to PREMISES, 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 until the lien is discharged.

Nothing contained herein shall preclude LESSEE or its contractor from, in good faith, defending against claims for labor or material which they believe unwarranted.

4.5 UNAUTHORIZED IMPROVEMENTS. Should LESSEE make any improvements without prior CITY approval, upon written notice to do so, LESSEE shall remove the same or, at the option of CITY, cause the same to be changed, modified or reconstructed to the satisfaction of CITY. Should LESSEE fail to comply with such notice within thirty (30) days of receipt thereof, or should LESSEE commence to comply therewith and fail to pursue such work diligently to completion, CITY may effect the removal, change, modification or reconstruction thereof, and LESSEE shall pay the cost thereof to CITY, upon demand.

4.6 RISK OF LOSS. LESSEE assumes the risk of loss or damage to all of the construction of improvements prior to the completion thereof and the risk of loss or damage to all property of CITY arising out of or in connection with the performance of the construction work. In the event of such loss or damage, LESSEE shall forthwith repair, replace, restore and/or reconstruct the construction work and the property of CITY without cost or expense to CITY.

4.7 INDEMNITY AND HOLD HARMLESS BY CONTRACTORS. LESSEE shall require its contractors who construct improvements to indemnify and hold harmless CITY, and its officers, employees and agents against any and all claims, liability, loss, charges, damages, costs, expenses or attorney's fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring on PREMISES arising out of any act or omission involving the construction of improvements 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 attorney's fees caused or resulting from the acts or omissions of CITY, or any of its officers, agents or employees.

4.8 INSPECTION. 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, but 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 tests.

4.9 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 by LESSEE or any of its contractors in the performance of any part of the construction work any right of action or claim against CITY, or its officers, agents and employees with respect to any work any of them may do in connection with the construction work.

Nothing contained herein shall create, or be deemed to create, any relationship between CITY, and any such contractor, architect, supplier, subcontractor or any other person

engaged by **LESSEE** or any of its contractors in the performance of any part of the construction work and **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 purchased in connection with the construction work.

ARTICLE 5 - CARE, MAINTENANCE AND REPAIR OF PREMISES

5.1 LESSEE'S RESPONSIBILITIES. **LESSEE** shall, at all times, be responsible for the care, maintenance and repair of **PREMISES**, including all improvements made by **LESSEE**, whether such work be ordinary, extraordinary, structural or otherwise, arising from any cause, and of any nature, all to be performed in a good and workmanlike manner, and in accordance with the provisions of this Lease. **LESSEE** shall, at all times:

(a) Keep **PREMISES** and improvements and personal property thereon, in a clean, neat and sanitary condition.

(b) Repair any damage arising from and attributable to the operations of **LESSEE** to the paving or other surface of **PREMISES** caused by oil, gasoline, lubricants, solvents or other flammable, corrosive or damaging liquids and substances.

(c) Take measures to prevent erosion, including planting and replanting of grasses on portions of **PREMISES** not paved or built upon, keep such area free of noxious weeds, and keep grassy areas cut to a height not to exceed six (6") inches.

(d) Maintain and repair all utility lines and equipment placed upon **PREMISES** by **LESSEE**.

(e) Maintain improvements and perform all repair work in accordance with State and **CITY** laws, rules and regulations.

(f) Be responsible for painting, decorating, routine maintenance and care of **PREMISES** including its lawn and landscaping.

5.2 TIME REQUIREMENTS FOR REPAIRS. **LESSEE** shall have thirty (30) days from the date on which the condition arose to repair any minor damage to **PREMISES** and one hundred twenty (120) days from the date on which the condition arose to repair any major damage to **PREMISES**. As used herein, minor damage shall be damage to **PREMISES** or improvements which would cost Five Hundred (\$500.00) Dollars or less to repair, and major damage shall be damage to **PREMISES** or improvements which would cost in excess of Five Hundred (\$500.00) Dollars to repair. **LESSEE**, for good cause, may request from the **CITY** an extension of time to complete repairs.

Notwithstanding the above, emergency repairs shall be conducted by **LESSEE** as soon as possible when required to preserve the **PREMISES**.

5.3 DEFAULT BY LESSEE. In the event **LESSEE** fails to exercise a reasonable degree of care, as circumstances may dictate, with respect to the care, maintenance and repair of **PREMISES** or improvements within the time provided for, or if no time is provided for, within a period of thirty (30) days following receipt of written notice, to do any such work required by this Lease, or, upon commencement thereof, fails to diligently continue to complete any such work, **CITY** may, at its option, and in addition to any remedies otherwise available to it, enter **PREMISES** with reasonable, advance notice if **LESSEE** is available to receive such notice,

without such entering causing or constituting a cancellation of this Lease or an interference with possession of **PREMISES**, and care for, maintain or repair all or any part of **PREMISES** or improvements, and do all things reasonably necessary to accomplish the work required, the cost and expense of which shall be payable to **CITY** by **LESSEE**, on demand. Furthermore, should **CITY** undertake any work hereunder, **LESSEE** waives any claims for damages, consequential or otherwise, against **CITY** as a result therefrom, except claims for damages arising from the **CITY'S** sole negligence.

The foregoing shall in no way affect or alter the continuing obligations of **LESSEE** as set forth in this Lease and shall not impose or be construed to impose upon **CITY** any obligations to care for, maintain or repair **PREMISES** or improvements.

ARTICLE 6 - ACCESS TO PREMISES

LESSEE agrees to and shall permit **CITY** to send its representatives and employees onto **PREMISES** for the purpose of an inspection thereof. In nonemergency situations, **LESSEE** shall be provided with reasonable, advance notice of an inspection if **LESSEE** is available to receive such notice.

ARTICLE 7 – SIGNS

LESSEE shall not place or erect any signs on or about **PREMISES** without the prior, written approval of **CITY**. Further, any sign shall comply with all applicable **CITY** ordinances.

ARTICLE 8 – UTILITIES

LESSEE shall pay for all utilities used on **PREMISES**. **CITY** may require all utility pipes, wires and conduits to be underground. **LESSEE** will obtain all necessary permits for any utility services, will pay any required connection fees, and will pay the costs and expense of bringing utility services to the **PREMISES** to be served.

ARTICLE 9 - USE OF PREMISES

LESSEE shall occupy and use **PREMISES** for the following purpose and for no other purpose whatsoever: parking lots not improved with a parking structure for employees and customers. **LESSEE** may not permit or lease/rent parking on **PREMISES** by anyone other than an employee or customer.

ARTICLE 10 – ASSIGNMENT/SUBLEASE

With the prior, written approval of the Common Council of **CITY**, **LESSEE**, except as to entities owned and controlled by **LESSEE**, may assign this Lease only to any party which acquires the real estate commonly known as 5500 6th Avenue, Kenosha, Wisconsin. Approval shall not be unreasonably withheld or unduly delayed. **LESSEE** may not sublease **PREMISES**. An unauthorized assignment or sublease shall render this Lease null and void, at the option of **CITY**.

Any assignment shall be conditioned upon assignee entering into a written agreement through which it agrees to be bound by all of the terms, conditions and obligations of this Lease.

ARTICLE 11 - GOVERNMENTAL REQUIREMENTS

11.1 LAWS, RULES, REGULATIONS AND OTHERS. LESSEE agrees to observe and obey any and all CITY 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 its officers, agents, employees, contractors, and suppliers to observe and obey the same.

11.2 LICENSES, CERTIFICATES AND PERMITS. LESSEE shall procure all licenses, certificates, permits and other authorizations required by any and all governmental authorities, including CITY, having jurisdiction over PREMISES or over LESSEE'S operations at PREMISES.

11.3 TAXES AND FEES. LESSEE shall pay any and all lawful taxes, license, certification, permit, examination and use fees and excise taxes which may be assessed, levied, exacted or imposed on PREMISES or LESSEE'S operation hereunder, and shall make all applications, reports and returns required in connection therewith.

ARTICLE 12 - QUIET ENJOYMENT

CITY covenants and agrees, so long as LESSEE shall duly and punctually perform and observe all the terms and conditions hereof, that LESSEE shall peaceably and quietly have, hold and enjoy PREMISES, subject to the right of CITY to inspect PREMISES, and exercise other rights provided and reserved to it herein.

ARTICLE 13 - NATURAL DISASTER

LESSEE'S obligations during the term of the Lease shall neither abate nor be suspended by virtue of any damage to PREMISES or improvements resulting from any natural disaster.

ARTICLE 14 - INTERRUPTION IN USE OR ENJOYMENT

CITY shall not be liable to LESSEE for money damages arising out of any interruption in LESSEE'S use or enjoyment of PREMISES by reason of any physical damage to PREMISES or improvements, unless such damage is the direct result of an action by a CITY employee or agent performing a duty or task for the CITY, and, in that event, CITY shall be liable only for the costs of repair or reconstruction. The rental fees, in such event, shall not abate unless PREMISES is damaged to such extent that it is totally or partially unusable, in which event, the rental charge shall proportionately abate for the period of time 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 15 - INDEMNITY AND HOLD HARMLESS

LESSEE does hereby agree that it will, at all times, during the **TERM** of this Lease, indemnify and hold harmless **CITY**, and its officers, agents and employees against any and all claims, liability, loss, charges, damages, costs, expenses or attorney's fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring on **PREMISES** or as a result of any operations, works, acts or omission performed on **PREMISES** by **LESSEE**, its employees, agents or representatives, or resulting from **LESSEE'S** failure to perform or observe any of the terms, covenants and conditions of this Lease or resulting from any conditions of **PREMISES** 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 attorney's fees caused or resulting from the acts or omissions of **CITY**, or any of its officers, agents or employees.

Upon the filing with **CITY** of a claim for damages arising out of any incident(s) which **LESSEE** herein agrees to indemnify and hold **CITY** and others harmless, **CITY** shall notify **LESSEE** of such claim, and in the event that **LESSEE** does not settle or compromise such claim, then the **LESSEE** shall undertake the legal defense of such claim both on behalf of **LESSEE** and **CITY**. It is specifically agreed, however, that **CITY**, at its own cost and expense, may participate in the legal defense of any such claim, but shall have no right to control settlement under circumstances wherein the full amount of the settlement shall be paid by **LESSEE** and/or its insurers. Any judgment, final beyond all possibility of appeal, which may be rendered against **CITY**, or its officers, agents, or employees for any cause for which **LESSEE** is liable hereunder shall be conclusive against **LESSEE** as to liability and amount of damages.

ARTICLE 16 - SANITATION – STORAGE

LESSEE shall not permit any unattractive or unsanitary accumulation of trash, garbage, refuse, debris or litter on **PREMISES**. The piling of boxes, cartons, drums, cans, parts or other similar items on or about **PREMISES** is prohibited. **LESSEE** shall be permitted to locate dumpsters on the **PREMISES**. **LESSEE** shall obtain **CITY's** approval for the location of the dumpster(s). Further, **LESSEE** shall screen the dumpster(s) and comply with **CITY's** ordinances, requirements and/or permitting process.

ARTICLE 17 – BENEFITS

The terms and conditions hereof shall inure to the benefit of the parties and be binding upon their successors.

ARTICLE 18 - 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 19 – INSURANCE

LESSEE shall procure and maintain, during the **TERM** of this Lease, insurance policies, hereinafter specified, with **CITY**, and its officers, employees and agents listed as additional insureds in order to protect them. Said policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Insurance Department of the State. **LESSEE**, prior to executing this Lease, shall furnish **CITY** with a Certificate of Insurance indicating compliance with the foregoing, including the naming of **CITY** as an "additional insured", and proof of payment of premium. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled for any reason, or any material changes are made therein, the **CITY** 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, **CITY** may declare this Lease null and void as of the date no valid insurance policy was in effect.

Certificates of policy renewals shall be furnished to the **CITY** throughout the **TERM** of this Lease. **CITY** reserves the right to reasonably increase the minimum liability insurance requirement set forth herein upon furnishing thirty (30) days advance, written notice to **LESSEE**, and **LESSEE** shall comply with said request, or be considered in material default of this Lease. Should **LESSEE** fail to furnish, deliver and maintain such insurance as above provided, **CITY** may obtain such insurance and charge **LESSEE**, as an additional rental fee, the cost of such insurance, 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 this Lease. The insurance requirement shall not be construed to conflict with the obligations of **LESSEE** in ARTICLE 15 - INDEMNITY AND HOLD HARMLESS.

The following insurance must be in effect and continue in effect during the term(s) of this Lease in not less than the following amounts:

Liability Insurance with the following limits:

- a. Commercial General Liability: General Aggregate – Two Million Dollars (\$2,000,000);
Each Occurrence – Two Million Dollars (\$2,000,000.00).
- b. Automobile Liability:
Bodily injury per person: Two Million Dollars (\$2,000,000.00);
Bodily injury per accident: Two Million Dollars (\$2,000,000.00);
Property damage – Five Hundred Thousand Dollars (\$500,000.00); OR a
combined single limit of Two Million Dollars (\$2,000,000.00).
- c. Worker's Compensation statutory limits.
- d. Umbrella Liability:
Three Million Dollars (\$3,000,000.00) per person;
Three Million Dollars (\$3,000,000.00) aggregate;

ARTICLE 20 – NONDISCRIMINATION

LESSEE, as a part of the consideration hereof, does hereby covenant, as a covenant running with the land, and agree that no person shall be subjected to discrimination in the use of

PREMISES contrary to any Federal, State or **CITY** law, rule or regulation.

ARTICLE 21 - SNOW REMOVAL

LESSEE shall be responsible for removal of snow from **PREMISES**, for any parcel for which **LESSEE** has assumed possession and control.

ARTICLE 22 - FAILURE TO OBSERVE TERMS OF LEASE

Failure on the part of **LESSEE** to pay any of the rent due and owning under the terms of this lease or observe any of the other terms of this lease shall be grounds for eviction as provided for under Wisconsin Statutes. In the event of any Lease termination, **LESSEE** shall have Thirty (30) days after **CITY'S** written notice of termination to remove its personal property from **PREMISES**. Prior to termination of this Lease as provided for under this Article, **LESSEE** shall have the right to appear before the Common Council as a part of the termination process.

ARTICLE 23 -- 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 24 – SEVERABILITY

This Lease shall be construed under the laws of the State of Wisconsin. Any covenant, condition, or provision herein contained that it is held to be invalid by any 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 **CITY** or **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.

ARTICLE 25 - TIME OF THE ESSENCE

Time is of the essence in each and every provision of this Lease.

ARTICLE 26 – APPROVALS

CITY approvals required hereunder shall not be unreasonably withheld.

ARTICLE 27 – NOTICE

Any notice required to be given to any party to this Agreement 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**: 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 **KABA**: Todd Battle, President
Kenosha Area Business Alliance, Inc.
600 52nd Street
Kenosha, Wisconsin 53140

ARTICLE 28 – AUTHORITY

CITY enters into this Lease by authorization of action taken by the action taken by the Common Council on the 15th day of April, 2011.

LESSEE represents that its signatories have authority to execute this Lease on its behalf and that all required procedures in this regard, if any, have been satisfied.

ARTICLE 29 - FORCE MAJEURE

The failure or delay of any party to this Agreement to perform any obligation under this Agreement solely by reason of acts of God, acts of government, riots, wars, terrorism, civil insurrection or other acts of violence, embargoes, strikes, lockout, violent demonstrations, accidents in transportation, port congestion, or other unforeseeable causes beyond its reasonable control ("Force Majeure") shall not be deemed to be a breach of this Agreement; provided, however, that the party so prevented from complying with this Agreement shall not have procured such Force Majeure, shall have used reasonable diligence to avoid such Force Majeure and ameliorate its effects, and shall continue to take all action within its power to comply as fully as possible with the terms of this Agreement. Except where the nature of the event shall prevent it from doing so, the party suffering such Force Majeure shall notify the other party in writing within five (5) days after the occurrence of such Force Majeure and shall, in every instance, to the extent reasonable and lawful under the circumstances, use its best efforts to remove or remedy such cause with all reasonable dispatch.

ARTICLE 30 - INFORMAL DISPUTE RESOLUTION

Prior to any parties taking action to terminate this Lease for reason of breach of the other party, the nonbreaching party shall offer to meet with the breaching party to resolve this issue within thirty (30) days of the date of the written notice of breach. The failure of the breaching party to timely make themselves available for an informal dispute resolution meeting shall be deemed a waiver of this right.

**CITY OF KENOSHA, WISCONSIN
A Municipal Corporation**

BY: _____
KEITH G. BOSMAN, Mayor
Date: _____

BY: _____
MICHAEL K. HIGGINS,
City Clerk/Treasurer
Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2011, **Keith G. Bosman, Mayor**, and **Michael K. Higgins, City Clerk/Treasurer**, of the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, to me known to be the persons who executed the foregoing instrument, and 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: _____

**KENOSHA AREA BUSINESS
ALLIANCE, INC.
A Wisconsin Corporation**

BY: _____
TODD BATTLE, President

Date: _____

BY: _____

Date: _____

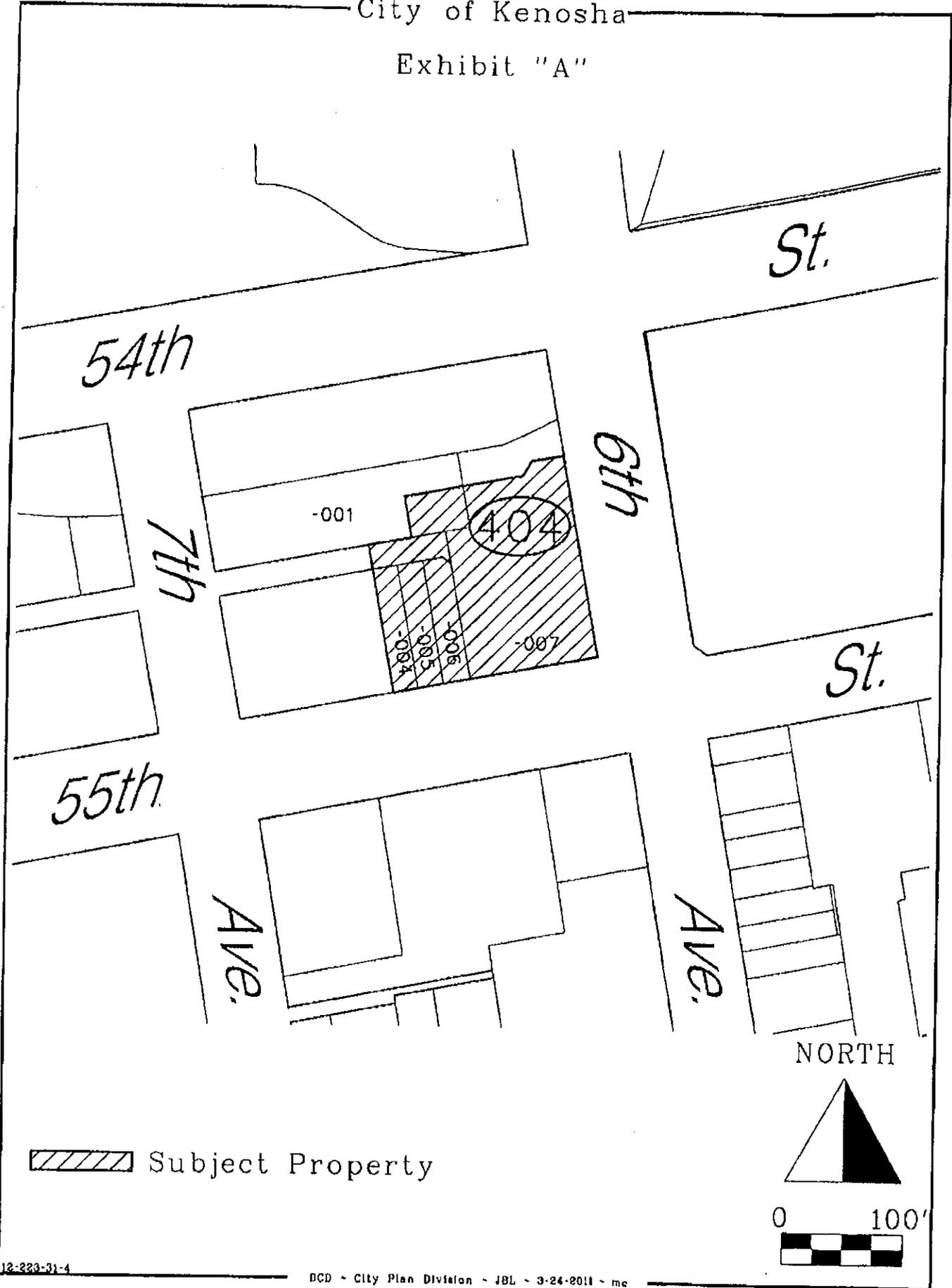
STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

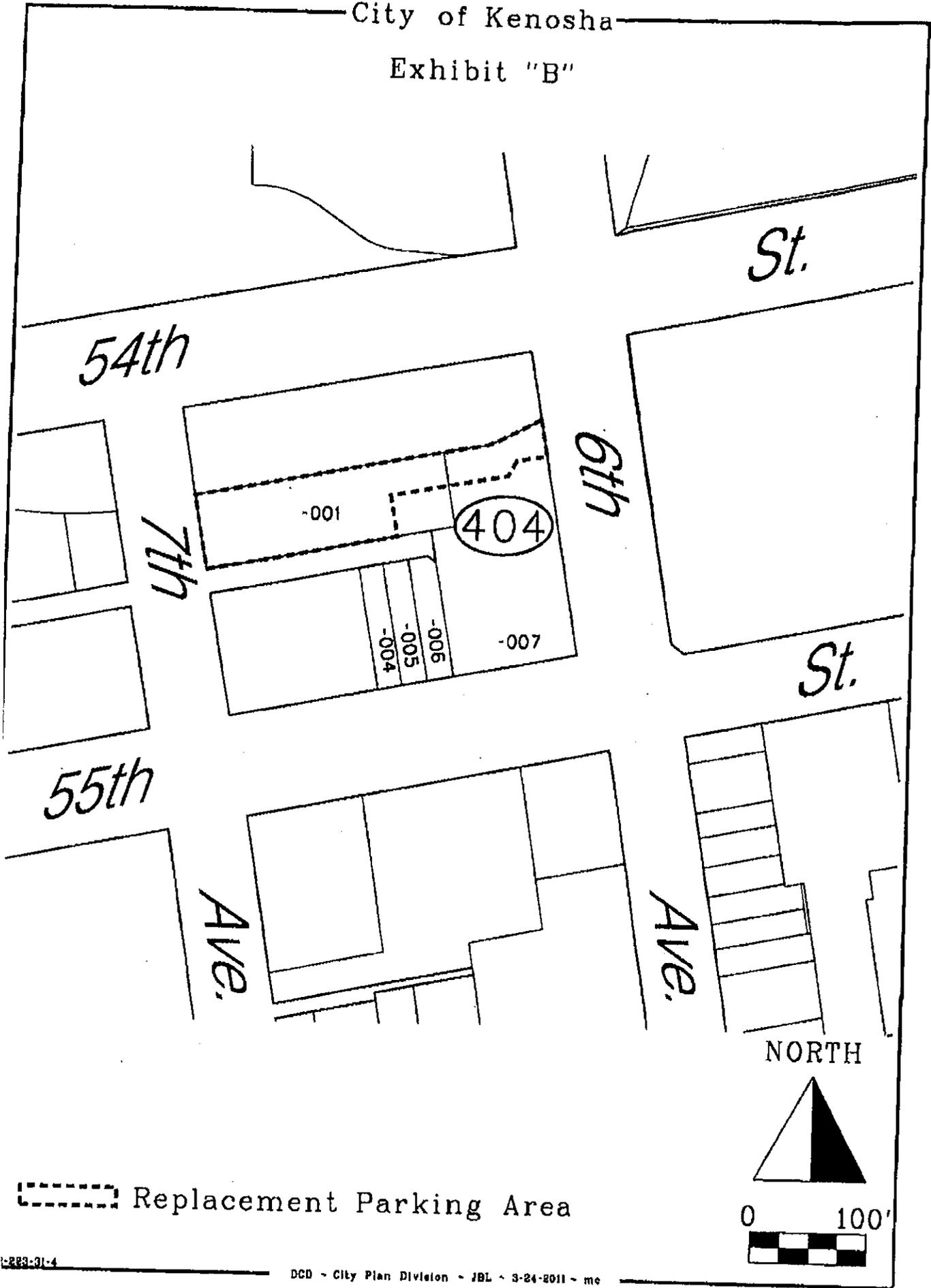
Personally came before me this _____ day of _____, 2011, **Todd Battle, President**, of the **KENOSHA AREA BUSINESS ALLIANCE, INC.**, a Wisconsin corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such President of said incorporation, and acknowledged that he executed the foregoing instrument as such officer as the agreement of said incorporation, by its authority.

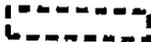
Notary Public, Kenosha County, WI.
My Commission expires/is: _____

Drafted By:
WILLIAM K. RICHARDSON
Assistant City Attorney

Exhibit "A"





 Replacement Parking Area

EXTENSION AGREEMENT

This Extension Agreement ("Extension") is entered into this 31st day of March, 2011 in Kenosha, Wisconsin, by and between the MENOMINEE INDIAN TRIBE OF WISCONSIN (the "Tribe"), a federally recognized Indian tribe whose reservation is located within the State of Wisconsin, the MENOMINEE KENOSHA GAMING AUTHORITY (the "Authority"), a tribal gaming business chartered on September 16, 1999 by the Tribe, the CITY OF KENOSHA (the "City"), a municipal government in the State of Wisconsin, within which limits the Tribe proposes to acquire lands to be held in trust by the United States Government ("Federal Trust Land") for the purpose of conducting gaming thereon pursuant to the Indian Gaming Regulatory Act, 25 U.S.C. sections 2701 *et seq.*, and the COUNTY OF KENOSHA (the "County"), a quasi-municipal corporation in the State of Wisconsin.

RECITALS

WHEREAS, the Tribe, the Authority, the City and the County have entered into that certain Intergovernmental Agreement effective as of March 28, 2005 as amended December 30, 2009, and March 31, 2011 (the "Intergovernmental Agreement"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Intergovernmental Agreement is set to expire on ~~March 31~~ April 30, 2011 unless all approvals necessary to implement the Tribe's and the Authority's proposal to develop and operate a gaming facility in Kenosha are obtained prior to that date (*see* Intergovernmental Agreement, Section 3); and

WHEREAS, the Tribe and the Authority have not yet received all necessary approvals and it appears that such approvals will not be obtained prior to ~~March 31~~ April 30, 2011; and

WHEREAS, the Tribe, the Authority, the City and the County wish to extend the term of the Intergovernmental Agreement to provide the Tribe and the Authority with additional time to receive all necessary approvals; and

WHEREAS, the Tribe, Authority, City and County have approved an extension ~~of 90 days from March 31, 2011~~ consistent with this Amendment; and

~~WHEREAS, the City has approved an extension to April 30, 2011.~~

AGREEMENT

NOW, THEREFORE, the parties hereto agree as follows:

Section 1.

The term of the Intergovernmental Agreement is hereby extended, and Section 3 of that Intergovernmental Agreement is amended, as follows:

The Intergovernmental Agreement shall remain in effect for so long as the Federal Trust Land exists, unless otherwise terminated by the mutual written consent of the Tribe, the Authority, the City and the County. The Intergovernmental Agreement shall terminate if the Tribe and the Authority are unsuccessful in securing the approvals necessary to implement the Tribe's and the Authority's proposal to develop and operate the Kenosha Facility by April 30, 2014; or if within thirty (30) days after the United States Department of the Interior determination that a gaming establishment in Kenosha would be in the best interest of the Tribe and its members, and would not be detrimental to the surrounding community pursuant to 25 U.S.C. §2719(b)(1)(A) any party provides a written request to the other parties to discuss changes to the Intergovernmental Agreement. If within ninety (90) days of such request the parties do not either agree in writing to:

- a. continue the Intergovernmental Agreement under its current provisions; or
 - b. amend the Intergovernmental Agreement on terms acceptable to all parties;
- the Intergovernmental Agreement shall terminate.

Section 2.

The terms of this Extension shall become effective upon approval of the governing bodies of the City, the County, the Tribe and the Authority and execution by the appropriate officers of the parties.

Section 3.

Nothing in this Extension is meant to amend, nor does it amend, any of the provisions of the Intergovernmental Agreement other than Section 3. All other provisions of the Intergovernmental Agreement remain in effect.

Section 4.

The Tribe, the Authority, the City and the County each represent and warrant that each has performed all acts precedent to adoption of this Extension, including but not limited to matters of procedure and notice, and each has the full power and authority to execute this Extension and to perform its obligations in accordance with the terms and conditions thereof, and that the representative executing this Extension on behalf of such party is duly and fully authorized to execute and deliver this Extension.

- a. The Tribe has authorized its officers to execute this Extension by the adoption of Resolution No. ~~11-18~~ adopted on March 17, 2011, a copy of which is attached hereto as Exhibit B.
- b. The Authority has authorized its officers to execute this Extension by adoption of a Consent to Board Action dated ~~March 25, 2011~~, a copy of which is attached hereto as Exhibit C.

- c. The Common Council of the City has approved this Extension at a duly noticed meeting of the Common Council held on ~~March 21, 2011~~ _____, and a certified copy of the proceeding is attached hereto as Exhibit D.
- d. The Board of Supervisors of the County has approved this Extension at a duly noticed meeting of the Board of Supervisors held on ~~March 29, 2011~~ _____, and a certified copy of the proceedings of the Board of Supervisors is attached hereto as Exhibit E.

Section 5.

This Extension may be executed in several counterparts, each of which fully executed counterparts shall be deemed an original.

Section 6.

The Authority shall submit this Extension to the Secretary of the Interior under 25 U.S.C. Section 81 and the National Indian Gaming Commission under the Indian Gaming Regulatory Act for a determination by the Secretary that this Extension is not subject to 25 U.S.C. Section 81 and for a determination by the NIGC that this Agreement is not subject to its review or approval. Any determination by the Secretary or the NIGC under this Section shall be transmitted to the City and the County. In the event that either the Secretary or the NIGC fails to make the determination contemplated under this Section, the parties shall meet to determine how to achieve such a determination.

IN WITNESS WHEREOF, the Tribe, the Authority, the City and the County have respectively signed this Extension and caused their seals to be affixed and attested as of the date shown.

CITY OF KENOSHA, WISCONSIN
A Municipal Corporation

By: _____
Keith G. Bosman, Mayor

Date: _____

By: _____
Michael Higgins, City Clerk/Treasurer

Date: _____

COUNTY OF KENOSHA, WISCONSIN

By: _____
Jim Kreuser, County Executive

Date: _____

By: _____
Mary T. Schuch-Krebs, County Clerk

Date: _____

MENOMINEE INDIAN TRIBE OF WISCONSIN

By: _____
Randal Chevalier, Tribal Chairperson

Date: _____

MENOMINEE KENOSHA GAMING AUTHORITY

By: _____
Laurie Boivin, Chairman

Date: _____

By: _____
Myrna Warrington, Member

Date: _____

By: _____
Bruce Pecore, Member

Date: _____

CITY'S PROPOSED AMENDMENT TO SECTION 1 OF THE EXTENSION AGREEMENT

Section 1.

The term of the Intergovernmental Agreement is hereby extended, and Section 3 of that Agreement is amended, as follows:

The Intergovernmental Agreement shall remain in effect for so long as the Federal Trust Land exists, unless otherwise terminated by the mutual written consent of the Tribe, the Authority, the City and the County. The Intergovernmental Agreement shall terminate upon the earlier of:

(1) _____ in the event the Tribe and the Authority are unsuccessful in securing all the approvals necessary to implement the Tribe's and the Authority's proposal to develop and operate the Kenosha Facility; or

(2) Prior to the United States Department of Interior determination that a gaming establishment in Kenosha would be in the best interest of the Tribe and its members, and would not be detrimental to the surrounding community pursuant to 25 U.S.C. §2719 (b)(1)(A) unless the parties agree in writing to:

- a. continue the Intergovernmental Agreement under its current provisions; or
- b. amend the Intergovernmental Agreement on terms acceptable to all parties.

**AGREEMENT FOR PROFESSIONAL SERVICES
EMERGENCY MEDICAL SERVICE USER FEE BILLING SERVICES**

By And Between

**THE CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation,**

And

**EMS Medical Billing Associates, LLC
9401 W. Brown Deer Road, Suite 101
Milwaukee, WI 53224
A Wisconsin Limited Liability Company**

THIS AGREEMENT IS MADE and entered into by and between the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, with offices located at 625 – 52nd Street, Kenosha, Wisconsin 53140, hereinafter referred to as the “**CLIENT**,” and **EMS Medical Billing Associates, LLC**, a Wisconsin Limited Liability Company, with offices located at 9401 W. Brown Deer Road, Suite 101, Milwaukee, Wisconsin 53224, hereinafter referred to as the “**SERVICE PROVIDER**.”

WHEREAS, CLIENT desires to engage **SERVICE PROVIDER** to furnish professional and technical services with respect to Emergency Medical Service User Fee Billing Services, hereinafter referred to as the “**PROJECT**,” and **SERVICE PROVIDER** has signified its willingness to furnish professional and technical services to **CLIENT**.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual promises, agreements, understandings and undertakings hereinafter set forth, and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

- 1.1 SERVICES TO BE PROVIDED BY SERVICE PROVIDER:** **SERVICE PROVIDER** agrees to perform, in a good and professional manner, the professional services necessary for completion of **PROJECT**, as detailed in the “Scope of Services” found in the Request for Proposals in Exhibit “A”, which is attached hereto and incorporated herein by reference. This “Scope of Service” may be expanded by mutual agreement of the parties subject to the payment of additional consideration.
- 1.2 PERFORMANCE STANDARDS:** In performing **PROJECT** services, **SERVICE PROVIDER** will meet performance standards for billing services in Wisconsin as outlined in Exhibit “A” of this Agreement. **SCHEDULE OF PROJECT SERVICES:** **SERVICE PROVIDER** shall commence performing **PROJECT** services upon execution of this Agreement.
- 1.3 PROJECT MANAGER:**
- 1.3.1 DESIGNATION:** **SERVICE PROVIDER** shall designate a Project Manager to **CLIENT**, in writing, within ten (10) days of the effective date of this Agreement.
- 1.3.2 CHANGE:** **CLIENT** has the right to request a different Project Manager for any reason. **SERVICE PROVIDER**, within ten (10) days of receipt of a written request by **CLIENT** for a change in Project Manager, shall notify **CLIENT** of the new Project Manager appointed.
- 1.4 RETENTION:** All records and documents related to the services provided under this Agreement are the property of the **CLIENT**, but shall be retained by the **SERVICE PROVIDER** on behalf of the **CLIENT** in a manner compliant with the Wisconsin Public Records Law, for a period of seven (7) years after the Agreement expires or is terminated. These records and documents shall be made available to **CLIENT** after the expiration or termination of this agreement, upon written request of **CLIENT**. Prior to the destruction of any records or documents, **SERVICE PROVIDER** must notify **CLIENT** in writing of the proposed destruction, in a manner that reasonably allows **CLIENT** to make a timely request for return of the records and/or documents to the **CLIENT**.
- 1.5 CONFIDENTIALITY:** No reports, information, and / or data given to or prepared or assembled by **SERVICE PROVIDER** under this Agreement shall be made available to any individual or organization by **SERVICE PROVIDER** without the written approval of **CLIENT**. Notwithstanding the above, **SERVICE PROVIDER** may release records to third party, upon having proper consents and following State laws, rules and regulations.

1.6 ERRORS, OMISSIONS OR DEFICIENCIES: **SERVICE PROVIDER** shall, without additional compensation, revise any materials prepared under this Agreement if it is determined that the **SERVICE PROVIDER** is responsible for any errors, omissions, or deficiencies. **SERVICE PROVIDER** shall refund to **CLIENT**, upon finalization of any audit, which shows a billing error, the **SERVICE PROVIDER'S** percentage fee times the refunded amount.

ARTICLE II

2.1 SERVICES TO BE PROVIDED BY CLIENT: In the event that any information, data, surveys, reports, photographs, records and maps are existing and available and are useful for carrying out the work on **PROJECT**, **CLIENT** shall promptly furnish copies of these materials in hard copy or digital format to **SERVICE PROVIDER** for use during the contract period. **CLIENT** designates the City Administrator or his or her designee to Act as its representative with respect to the work to be performed under this Agreement, and such person shall have authority to transmit instructions, receive information, interpret and define **CLIENT'S** policies and provide decisions in a timely manner pertinent to the work covered by this Agreement until **SERVICE PROVIDER** has been advised in writing by **CLIENT** that such authority has been revoked.

2.1.1 INCIDENT INFORMATION: **CLIENT** will submit to **SERVICE PROVIDER** by mail, fax, or electronic mail, a "run sheet" which provides the following information:

- 2.1.1.1** Run number;
- 2.1.1.2** Patient name;
- 2.1.1.3** Patient address, including apartment number;
- 2.1.1.4** Date and time of transport;
- 2.1.1.5** Social Security number, if available;
- 2.1.1.6** Date of Birth;
- 2.1.1.7** Transport from and to locations;
- 2.1.1.8** Medical information and patient care specifics, including time of onset of complaint;
- 2.1.1.9** Insurance coverage information, if available; and
- 2.1.1.10** Patient consent signature. *If the patient is mentally or physically unable to sign, EMTs must document why the patient was unable to sign, and obtain a signature from an authorized party as mandated under CMS rules.*

2.1.2 PAYMENT INFORMATION: **CLIENT** will provide payment information to **SERVICE PROVIDER** as soon as it is practicable, by fax, electronic mail or other electronic means.

2.1.3 CLIENT RATES AND FEES: **CLIENT** will provide **SERVICE PROVIDER** with Emergency Medical Service rate and fee information within ten (10) days after the effective date of this Agreement.

ARTICLE III

- 3.1 COMPENSATION RATE: SERVICE PROVIDER** agrees to provide the services described in Article I in accordance with the following fee schedule, which covers all other items of whatever nature, needed in connection with **PROJECT** services: Six and one quarter (6.25%) percent of payments posted to **CLIENT'S** records monthly for Emergency Medical Services, Fire Incident Services and Fire Inspection Services provided by **CLIENT**. The 6.25% fee will remain in effect through December 31, 2015.
- 3.2 COMPENSATION FOR ADDITIONAL SERVICES: SERVICE PROVIDER** is a licensed collection agency in the State of Wisconsin, and will provide collection services to the **CLIENT** on all accounts that are 120 days past due or older. The **CLIENT** agrees to compensate the **SERVICE PROVIDER** the amount of thirty-three (33.0%) percent of net receivables collected on those delinquent accounts.
- 3.3 COMPENSATION FOR ADDITIONAL SERVICES:** For authorized extensions of work or additional services provided outside of the scope of services specified in this Agreement, **CLIENT** and **SERVICE PROVIDER** shall agree upon a fee and payment schedule prior to commencement of additional services.
- 3.4 MONTHLY INVOICES: SERVICE PROVIDER** shall mail monthly invoices to the attention of the City of Kenosha, Deputy Chief, Kenosha, Fire Department, 625 – 52nd Street, Kenosha, Wisconsin 53140.
- 3.5 METHOD OF PAYMENT:** Payment of **SERVICE PROVIDER'S** fees shall be as follows:
- 3.5.1** Invoices which are in order are due and payable by **CLIENT** to **SERVICE PROVIDER**, no later than twenty-five (25) days from receipt of the invoice.
 - 3.5.2** Invoices which are in order and not paid by **CLIENT** within twenty-five (25) days of receipt shall be subject to a one and one-half (1.5%) percent interest charge per month on any balance outstanding more than twenty-five (25) days.
 - 3.5.3** **CLIENT** may not withhold payment so long as **SERVICE PROVIDER** is in compliance with Section 1.2, and the provisions of Exhibit “A” of this Agreement, and so long as necessary documentation supporting payment has been provided to **CLIENT**.
 - 3.5.4** If **CLIENT** fails to make any payment due within sixty (60) days after receipt of an invoice which is in order, **SERVICE PROVIDER** may, after giving seven (7) days written notice to **CLIENT**, suspend services under this Agreement until all amounts are paid in full.

ARTICLE IV

TERMS OF AGREEMENT: This five (5) year agreement shall be effective upon approval and execution by **SERVICE PROVIDER** and **CLIENT** and through _____ unless otherwise terminated as provided herein. This Agreement and all its terms and conditions, without change, except for the expiration date, may be extended from year to year by Letter of Agreement to that effect executed by all parties at any time during the Agreement term. The City Administrator and Finance Director of **CLIENT** shall have authority to sign the Letter of Agreement on behalf of **CLIENT** without further review and approval by Common Council of **CLIENT**.

ARTICLE V

- 5.1 TERMINATION:** Either party shall have the right to terminate this Agreement for reason of breach of contract by giving ninety (90) days advance, written notice to the other party. Termination shall not relieve either of the parties from obligations already incurred. Upon termination of this Agreement, **SERVICE PROVIDER** shall have ninety (90) days to closeout existing accounts and make final payment to **CLIENT**. **SERVICE PROVIDER** shall, following such ninety (90) days, continue to forward to **CLIENT** all money received on **CLIENT'S** behalf, subject to receipt of the fee provided for herein.
- 5.2 NO NEW OR ADDITIONAL WORK:** **SERVICE PROVIDER** shall perform no new or additional work upon receipt of notice of termination without the advance, written permission of **CLIENT**.
- 5.3 USE OF INCOMPLETE OR UNFINISHED DOCUMENTS:** **SERVICE PROVIDER** shall not be liable for **CLIENT'S** subsequent use of incomplete or unfinished documents provided pursuant to this Article.

ARTICLE VI

OWNERSHIP OF DOCUMENTS: All finished and unfinished documents, in hard copy and digital format, prepared by **SERVICE PROVIDER** under this Agreement shall, upon payment of all invoices properly submitted and due **SERVICE PROVIDER** under the terms of this Agreement, be the property of **CLIENT**.

ARTICLE VII

CONFLICT OF INTEREST: SERVICE PROVIDER shall abstain from taking any action or making any recommendation which may result in a conflict of interest. **SERVICE PROVIDER** shall seek the advice of the City Attorney with respect to determining actual or potential conflicts of interest. The City Attorney shall use the City and State Code of Ethics as a basis for making any such determination.

ARTICLE VIII

AMENDMENTS: CLIENT may, from time to time require modifications in the scope of or deadline for services of **SERVICE PROVIDER** to be performed hereunder. Such modifications, including any appropriate increase or decrease in the amount of compensation, which are mutually agreed upon by and between **CLIENT** and **SERVICE PROVIDER**, shall be incorporated in written amendments to this Agreement, which shall be deemed part of this Agreement a fully set forth herein.

ARTICLE IX

INDEPENDENT CONTRACTOR: SERVICE PROVIDER performs services hereunder as an independent contractor.

ARTICLE X

- 10.1 INDEMNITY AND HOLD HARMLESS: SERVICE PROVIDER** shall indemnify, and hold harmless **CLIENT**, and its officers and employees from and against any and all claims, damages, losses, judgments, expenses and attorney fees which they may incur, pay or sustain as a result of any negligent act, error, or omission, of **SERVICE PROVIDER** which causes death, personal injury or property damage to any person or party or which violates the right of any person or party protected by law. **CLIENT** shall indemnify, and hold harmless **SERVICE PROVIDER**, and its officers and employees from and against any and all claims, damages, losses, judgments, expenses and attorney fees which they may incur, pay or sustain as a result of any negligent act, error, or omission, of **CLIENT** which causes death, personal injury or property damage to any person or party or which violates the right of any person or party protected by law.
- 10.2 CLIENT'S ACTS AND OMISSIONS: SERVICE PROVIDER** is not responsible for any acts or omission of **CLIENT** or **CLIENT'S** officers and employees.

10.3 DATA NOT PROVIDED BY SERVICE PROVIDER: SERVICE PROVIDER is not responsible for the accuracy of the data provided by **CLIENT** or data obtained or available from public or government records or sources of the public domain.

10.4 REPRODUCED DATA FURNISHED BY CLIENT: CLIENT shall obtain from Owner of documents provided by **CLIENT** any and all consents required by law to reproduce data protected by patent, trademark, service mark, copyright or trade secret, and **SERVICE PROVIDER** assumes no responsibility of any failure of **CLIENT** to obtain any required consent.

ARTICLE XI

INSURANCE: SERVICE PROVIDER shall procure and maintain, during the term of this Agreement, insurance policies, hereinafter specified. City to be named as an additional insured. Contractor shall provide City with a copy of the endorsement. **SERVICE PROVIDER**, prior to executing this Agreement, shall furnish a Certificate of Insurance indicating compliance with the foregoing, and proof of payment of premium to the City Attorney, for approval. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled for any reason, or any material changes are made therein, the **CLIENT** will be notified, in writing, by the insurer at least twenty (20) days before any cancellation or change takes effect. If, for any reason, the insurance coverage required herein lapses, **CLIENT** may declare the Agreement null and void as of the date no valid insurance policy was in effect. Certifications of policy renewals shall be furnished to the **CLIENT** throughout the term of this Agreement. The insurance requirement shall not be construed to conflict with the obligations of **SERVICE PROVIDER** in Article X – Indemnity and Hold Harmless.

The following insurance must be in effect and continue in effect during the term of the Agreement in not less than the following amounts:

Worker’s Compensation – Statutory – In compliance with the Worker’s Compensation Law of the State of Wisconsin.

Commercial General Liability: General Aggregate – Two Million Dollars (\$2,000,000);
Each Occurrence – Two Million Dollars (\$2,000,000.00) having the following coverage:

- Contractual;
 - Death, Personal Injury and Property Loss or Damage.
- Automobile Liability having the following coverage:
- Bodily injury per person: Two Million Dollars (\$2,000,000.00);
 - Bodily injury per accident: Two Million Dollars (\$2,000,000.00);
 - Property damage – Five Hundred Thousand Dollars (\$500,000.00) Automobile Liability Insurance with minimum single limits of liability of One Million (\$1,000,000.00) Dollars for death and bodily injury, and Five Hundred Thousand

(\$500,000.00) Dollars for property damage, per occurrence, for Owned automobiles / Hired automobiles and Non-owned automobiles.

- Professional Errors and Omission Insurance with a minimum limit of One Million (\$1,000,000.00) Dollars per claim.

ARTICLE XII

ASSIGNMENT AND SUBCONTRACT: **SERVICE PROVIDER** shall not assign or subcontract any interest or obligation under this Agreement, without the advance, written approval of **CLIENT**.

ARTICLE XIII

LAW, RULES, AND REGULATIONS: **SERVICE PROVIDER** shall fully comply with all applicable Federal, State and local laws, rules and regulations governing **PROJECT** services.

ARTICLE XIV

SEVERABILITY: It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal or unenforceable, that it is the intention of the parties that all other provisions of this Agreement remain in full force and effect.

ARTICLE XV

NONDISCRIMINATION: In the performance of work under this Agreement, **SRVICE PROVIDER** agrees not to discriminate against any employee or applicant for employment contrary to any Federal, State or local law, rule or regulation. Services are to be provided in accordance with the Federal Americans With Disabilities Act.

ARTICLE XVI

GOVERNING LAW: This Agreement shall be deemed to have been made in Wisconsin and shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

ARTICLE XVII

NO WAIVER: No failure to exercise, or delay in exercising, any right, power or remedy hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event of default specified in such waiver, and any such waiver, to be effective, must be writing and shall be operative only for the time and to the extent expressly provided therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver or any subsequent breach of the same covenant, term or condition.

ARTICLE XVIII

NOTICES: Any notice required or permitted to be given to either party under this Agreement shall be sufficient if hand delivered or in writing, and sent by register or certified mail, return receipt requested, postage prepaid, to the following addresses of the parties as indicated below.

18.1 For CLIENT:

Frank Pacetti, City Administrator
City of Kenosha
625 – 52nd Street,
Kenosha, WI 53140

With a copy to:

City Attorney
Municipal Building Room 201
625 – 52nd Street
Kenosha, WI 53140; and

City Clerk/Treasurer
Municipal Building Room 105
625 – 52nd Street
Kenosha, WI 53140

18.2 For SERVICE PROVIDER:

Paula Bliemeister, CFO
EMS Medical Billing Associates, LLC
9401 W. Brown Deer Road, Suite 101
Milwaukee, WI 53224

ARTICLE XIX

NO THIRD PARTY BENEFICIARIES: This Agreement is intended to be solely between the parties hereto. No part of this Agreement shall be construed to add, confer, supplement, amend, abridge or repeal existing rights, benefits, or privileges of or to any third party or parties, including, but not limited to, employees of either of the parties

ARTICLE XX

NONBINDING MEDIATION: In an effort to resolve any conflicts that arise during **PROJECT** or following completion of **PROJECT**, **CLIENT**, and **SERVICE PROVIDER** agree that all disputes between them arising out of, or relating to, this Agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.

ARTICLE XXI

NO DRAFTSMAN: This Agreement has been negotiated between the parties, and each party has participated in the drafting of this Agreement; consequently, the doctrine of construing an agreement against a draftsman shall not apply to this Agreement, and neither party has any rights under such doctrine.

ARTICLE XXII

REPRESENTATION OF AUTHORITY TO ENTER INTO AGREEMENT: 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.

IN WITNESS WHEREOF, the parties hereto have herein executed this Agreement on the dates below given.

CITY OF KENOSHA, WISCONSIN
A Municipal Corporation

BY: _____
KEITH BOSMAN, Mayor
Date: _____

BY: _____
MICHAEL K. HIGGINS,
City Clerk/Treasurer/Assessor
Date: _____

SERVICE PROVIDER:
EMS Medical Billing Associates, LLC
A Wisconsin Limited Liability Company

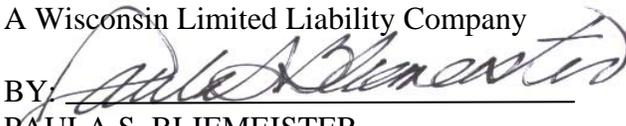
BY:  _____
PAULA S. BLIEMEISTER,
Chief Financial Officer
Date: April, 11, 2011

EXHIBIT “A”

AGREEMENT FOR PROFESSIONAL SERVICES EMERGENCY MEDICAL SERVICE USER FEE BILLING SERVICES

SCOPE OF WORK AND RESPONSIBILITIES OF SERVICE PROVIDER

By and Between

**THE CITY OF KENOSHA WISCONSIN
A Municipal Corporation**

and

**EMS MEDICAL BILLING ASSOCIATES, LLC
A Wisconsin Limited Liability Company**

A: SCOPE OF SERVICES: SERVICE PROVIDER shall:

1) ADMINISTRATIVE ACCOUNT SET-UP:

a) **SERVICE PROVIDER** will complete all necessary provider enrollment paperwork with Medicare and Medicaid to maintain enrollment status with these payers and to update all information to reflect EMS Medical Billing Associates, LLC as the authorized, exclusive billing service for the **CLIENT**.

b) **SERVICE PROVIDER** will complete all necessary payment authorization forms for Medicare and Medicaid to ensure that these payments are direct deposited into a bank account of the **CLIENT'S** choice, and that all correspondence related to those payments are made available to the **SERVICE PROVIDER** either electronically or forwarded to the **SERVICE PROVIDER'S** address. **SERVICE PROVIDER** will also promptly notify all commercial insurance carriers in our billing system that the remittance address for the **CLIENT** has changed to reflect the address of the **SERVICE PROVIDER**.

c) **SERVICE PROVIDER** will recommend an agreement(s) between the **CLIENT** and an external collections agency (or agencies) for the collection of delinquent accounts, as well as the processing of delinquent accounts to the Wisconsin Tax Refund Intercept Program.

- d) **SERVICE PROVIDER** will recommend write-off policies and/or hardship policies for the **CLIENT'S** consideration. The **CLIENT** determines the parameters of write-off and hardship policies, and will determine the amount of approval authority the **SERVICE PROVIDER** will maintain, if any. All write-off and hardship policies should be put in writing by the **CLIENT** and provided to the **SERVICE PROVIDER** prior to beginning work.
- e) **SERVICE PROVIDER** will review the billing rates of the **CLIENT** and make recommendations based on current Medicare allowable amount information, Medicaid payment information and commercial insurance industry trends. All applicable laws and rules regarding billing governmental agencies will be applied to all recommendations. **CLIENT** will provide a complete listing of all procedures and rates prior to **SERVICE PROVIDER** beginning work.
- f) **SERVICE PROVIDER** will complete all provider enrollment paperwork related to accepting payment by credit card and ACH transactions.
- g) **SERVICE PROVIDER** will complete all provider enrollment paperwork related to utilizing remote deposit capture to electronically deposit all **CLIENT** payments received.
- h) **SERVICE PROVIDER** will keep **CLIENT** fully informed regarding any rule, regulation or industry standard of practice that may affect the **CLIENT'S** revenues, documentation requirements or industry standards of practice.

2) TECHNICAL ACCOUNT SET-UP:

- a) **SERVICE PROVIDER** will create a segregated database for the **CLIENT** within the **SERVICE PROVIDER'S** ImageTrend Rescue Bridge that will accept EMS and fire-related incident data for the **CLIENT**. **SERVICE PROVIDER** will meet with fire department officials to determine what information will be added to the database. All **CLIENT** EMS patient care data and fire-related data will be stored on the **SERVICE PROVIDER'S** Rescue Bridge. **CLIENT** will have continuous online access to the **SERVICE PROVIDER'S** Rescue Bridge.
- b) Upon execution of this Agreement, **SERVICE PROVIDER** will immediately purchase the agreed-upon amount of ImageTrend Field Bridge software programs, and forward the unlock codes to the **CLIENT** upon receipt. **CLIENT** is responsible for loading all software on **CLIENT** computers. **SERVICE PROVIDER** can advise **CLIENT** on setup procedures, as needed. **CLIENT'S** Rescue Bridge database must be set up prior to use of the Field Bridge programs.
- c) **SERVICE PROVIDER** will meet with fire department officials to determine the design of the ImageTrend Field Bridge template(s) that will be used for patient care data entry.
- d) **SERVICE PROVIDER** will meet with fire department officials to determine the **CLIENT'S** setup preferences on the ImageTrend Rescue Bridge for EMS and Fire data.

e) **SERVICE PROVIDER** will conduct training on the ImageTrend Field Bridge software to all **Paramedics? on** all shifts. Typically a single round of training will cover three shifts over a period of three days. **SERVICE PROVIDER** will repeat training as often as **CLIENT** requires prior to live utilization of the software in the field. On-going training is also provided by the **SERVICE PROVIDER** as needed by the **CLIENT**.

f) **SERVICE PROVIDER** will conduct training on documentation requirements to all EMTs on all shifts. This training can be coordinated with the Field Bridge training, or conducted separately. This training is typically conducted bi-annually, or upon request of the **CLIENT**.

g) **SERVICE PROVIDER** will conduct training on the ImageTrend Fire Bridge software. Training will be provided to fire department officials at a schedule determined by the fire department.

3) BILLING AND COLLECTIONS SERVICES

a) **CLIENT** is responsible for completing each patient care report to the specifications established by the **CLIENT** and **SERVICE PROVIDER**.

b) **CLIENT** will electronically upload patient care reports from the ImageTrend Field Bridge software to the **SERVICE PROVIDER'S** ImageTrend Rescue Bridge. **SERVICE PROVIDER** will initiate the billing of those incidents from the data uploaded by the **CLIENT** within five (5) business days.

c) **SERVICE PROVIDER** will forward all patient care reports to the Wisconsin Ambulance Run Data System (WARDS) daily when patient care reports are either created on or electronically uploaded to the **SERVICE PROVIDER'S** ImageTrend Rescue Bridge. For all other methods of creating or storing patient care reports, the **CLIENT** is responsible for submitting patient care reports to WARDS.

d) **SERVICE PROVIDER** will utilize all information provided by the **CLIENT** to create a demographic and insurance profile for each incident to be billed. **CLIENT** is encouraged to capture demographic and insurance information in the field, or get a copy of a hospital admission sheet, in order to expedite the billing process. **SERVICE PROVIDER** will maintain a separate record for each incident showing billing attempts, patient contact information and payments as well as other useful information. Records shall be made available at any time to **CLIENT**.

e) **SERVICE PROVIDER** will utilize various online tools to verify demographic and insurance information prior to billing a claim. **SERVICE PROVIDER** makes every effort to confirm this data prior to billing.

f) **CLIENT** will approve all external documents used by the **SERVICE PROVIDER** to perform the **CLIENT'S** billing prior to the start of the Agreement.

g) For patients insured by Medicare, **SERVICE PROVIDER** will confirm coverage via

Medicare's online eligibility portal, then send all Medicare claims electronically to Wisconsin Physician Services' claims submission site. Payments from Medicare will be direct deposited by Medicare to the **CLIENT'S** bank account listed on paperwork filed with Medicare at time of account set-up. Payment from Medicare can be expected within 21 days following submission.

h) For patients insured by Medicaid, **SERVICE PROVIDER** will confirm coverage via Medicaid's online eligibility portal, then send all Medicaid claims electronically to EDS's online claims submission website. Payments from Medicaid are sent by check to the **SERVICE PROVIDER**. **SERVICE PROVIDER** will remote deposit payments daily. Payment from Medicaid can be expected within 21 days following submission.

h) For patients with commercial insurance, **SERVICE PROVIDER** will attempt to confirm coverage via various online eligibility portals provided by some commercial insurance carriers. **SERVICE PROVIDER** will send a vast majority of commercial insurance claims electronically using the ZIRMED clearinghouse. Payments from most commercial insurance carriers are made by check and sent to the **SERVICE PROVIDER**. **SERVICE PROVIDER** will remote deposit payments daily. Payment from commercial insurance carriers can take between 30-90 days.

i) For uninsured patients, **SERVICE PROVIDER** will mail a standard invoice. The standard invoice offers a payment stub that can be torn off and mailed with the patient's payment. The invoice also provides directions on how to pay by credit card, either by contacting the **SERVICE PROVIDER** directly or paying online via the **SERVICE PROVIDER'S** website. Patients can also electronically submit insurance information using the **SERVICE PROVIDER'S** website.

j) In the event of partial payment or denial of payment, the **SERVICE PROVIDER** will bill the patient monthly, for up to three (3) months, for the balance due. If no payment is made by the patient within thirty (30) days after the third billing, the bill shall be treated as uncollectible. **SERVICE PROVIDER** will continue to attempt to collect on those accounts via internal collection methods up to and including phone contact with the debtor. Should an account become delinquent more than 120 days without a payment made, or a payment arrangement having been secured, the **SERVICE PROVIDER** agrees to forward that account to the external collection agency. **SERVICE PROVIDER** or authorized external collection agency will forward delinquent accounts to the Wisconsin Tax Refund Intercept Program (TRIP) upon request of the **CLIENT**.

k) **SERVICE PROVIDER** will be responsible for all release-of-record requests, as well as all customer service inquiries related to the billing of the **CLIENT'S** patient care records. **SERVICE PROVIDER** will attempt to maintain a consistent client representative in order to facilitate consistency for the client and third party callers. **SERVICE PROVIDER** follows all applicable HIPAA laws regarding the release of private health information.

l) **SERVICE PROVIDER** will provide monthly detail transaction reports for the preceding month itemizing incidents billed, collections made, adjustments made to bills and account aging information and such other reports as are customarily available or as are requested by the **CLIENT**. Reports are provided electronically in Excel or PDF format, or can be mailed to the **CLIENT** monthly.

m) **SERVICE PROVIDER** will furnish upon request, and without additional compensation, such explanation as may be necessary to clarify and interpret its report and other actions taken in accordance with the Agreement.

n) **SERVICE PROVIDER** will provide continuous online access to the **CLIENT** for the purpose of accessing reports via the **SERVICE PROVIDER'S** Crystal Reports server. **SERVICE PROVIDER** will be responsible for training the **CLIENT** on accessing the server and how to run reports. Training will be scheduled at a mutually agreeable time following the execution of this Agreement.

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

PREPARED FOR: Finance Committee

ITEM: Disbursement Record #6

ESTIMATED FINANCIAL IMPACT:

No additional fiscal note needed.

Date Prepared: 04/07/11

Prepared By: 

Reviewed By: 

START DATE FOR SUMMARY: 3/16 END DATE FOR SUMMARY: 3/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
104170	3/16	A & B PRO HARDWARE	110-02-52203-246-000	2/11 SUPPLIES & SERV	98.50
			110-02-52103-365-000	2/11 PD SUPPLIES & S	9.00
			110-02-52203-382-000	2/11 FD SUPPLIES & S	8.89
				..... CHECK TOTAL	116.39
104171	3/16	BINDELLI BROTHERS, INC	110-09-56501-259-569	2/11 4335 45 AVE BOA	222.12
104172	3/16	RNOW, INC.	630-09-50101-393-000	2/11-SE PARTS/MATERI	1,593.54
			630-09-50101-393-000	2/11-SE#3009 PARTS/M	731.11
				..... CHECK TOTAL	2,324.65
104173	3/16	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	2/11-ST ELECTRICAL M	75.00
104174	3/16	HWY C SERVICE	110-03-53107-344-000	2/11-ST SERVICE/PART	275.08
104175	3/16	ICMA RETIREMENT TRUST	110-00-21572-000-000	3/1-15/11 CONTRIBS	52,083.87
			110-00-21599-000-000	3/1-15/11 CONTRIBS	1,945.00
				..... CHECK TOTAL	54,028.87
104176	3/16	INTERSTATE ELECTRIC SUPPLY	110-05-55109-246-000	2/11-PA ELECTRICAL S	115.40
			110-03-53109-375-000	2/11-ST ELECTRICAL S	13.63
			110-03-53109-375-000	2/11-ST ELECTRICAL S	9.44
				..... CHECK TOTAL	138.47
104177	3/16	JANTZ AUTO SALES INC	110-02-52103-219-000	02/11 11-015439 TOW	25.00
			110-02-52103-219-000	02/11 11-014464 TOW	25.00
			110-02-52103-219-000	02/11 11-022457 TOW	25.00
				..... CHECK TOTAL	75.00
104178	3/16	CARDINAL HEALTH	206-02-52205-318-000	02/11 MEDICAL SUPPL	1,083.65
			206-02-52205-318-000	02/11 MEDICAL SUPPL	783.18
			206-02-52205-318-000	02/11 MEDICAL SUPPL	496.39
			206-02-52205-318-000	02/11 MEDICAL SUPPL	401.84
			206-02-52205-318-000	03/11 MEDICAL SUPPL	340.17
			206-02-52205-318-000	02/11 MEDICAL SUPPL	334.22
			206-02-52205-318-000	03/11 MEDICAL SUPPL	297.75
			206-02-52205-318-000	02/11 MEDICAL SUPPL	147.48
			206-02-52205-318-000	02/11 MEDICAL SUPPL	132.87
			206-02-52205-318-000	02/11 MEDICAL SUPPL	115.95
			206-02-52205-318-000	02/11 MEDICAL SUPPL	110.15
			206-02-52205-318-000	03/01 MEDICAL SUPPL	51.54
				..... CHECK TOTAL	4,295.19

START DATE FOR SUMMARY: 3/16 END DATE FOR SUMMARY: 3/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
104179	3/16	STERLING KINDY OPTICAL	110-01-51303-164-000	1-2/11-SAFETY GLASSE	109.95
104180	3/16	KENOSHA JOINT SERVICES	110-02-52103-341-000	02/11 PATRL FLT GAS	20,467.51
			110-02-52103-345-000	02/11 PTRL FLT MNTC	5,721.77
			110-02-52102-341-000	02/11 DTCTV FLT GAS	2,742.36
			110-02-52102-345-000	02/11 DTCV FLT MNTC	1,740.52
			110-02-52109-341-000	02/11 SCU FLT GAS	895.53
			110-02-52101-345-000	02/11 ADMN FLT MAINT	275.26
			110-02-52101-341-000	02/11 ADMIN FLT GAS	163.80
			110-02-52109-345-000	02/11 SCU FLT MNTC	128.75
				..... CHECK TOTAL	32,135.50
104181	3/16	KENOSHA COUNTY SHERIFF DEPT	110-02-52108-256-000	02/11 PRISONER MAINT	2,898.00
104182	3/16	LABOR PAPER, THE	110-01-50101-321-000	02/11 ZONING ORDS	63.72
			405-11-50801-589-000	02/11 BEACHHOUSE	44.68
			409-11-50906-589-000	02/11 38 ST PHS IV	41.32
			110-01-50101-321-000	02/1 1ST & 2ND ORDS	23.26
				..... CHECK TOTAL	172.98
104183	3/16	PALMEN BUICK	110-02-52203-344-000	2/11-FD REPAIR PARTS	636.66
			630-09-50101-393-000	2/11-CE PARTS/MATERI	258.42
				..... CHECK TOTAL	895.08
104184	3/16	M A TRUCK PARTS	630-09-50101-393-000	2/11-CE MATERIALS/SU	3,090.04
			520-09-50201-347-000	2/11-TD MATERIALS/SU	3,049.93
			632-09-50101-361-000	2/11-SE MATERIALS/SU	31.00
				..... CHECK TOTAL	6,170.97
104185	3/16	MINNESOTA LIFE INSURANCE	110-00-21533-000-000	04/11 PREMIUM	13,045.79
			110-09-56304-156-000	04/11 PREMIUM	6,266.10
			110-00-15601-000-000	04/11 PREMIUM	1,643.62
			110-00-15201-000-000	04/11 PREMIUM	1,153.15
			520-09-50101-156-000	04/11 PREMIUM	655.56
			110-00-15202-000-000	04/11 PREMIUM	424.06
			631-09-50101-156-000	04/11 PREMIUM	250.99
			632-09-50101-156-000	04/11 PREMIUM	191.74
			110-00-14401-000-000	04/11 PREMIUM	135.48
			520-09-50201-156-000	04/11 PREMIUM	78.08
			521-09-50101-156-000	04/11 PREMIUM	74.80
			520-09-50105-156-000	04/11 PREMIUM	62.02
			520-09-50301-156-000	04/11 PREMIUM	43.67
			501-09-50105-156-000	04/11 PREMIUM	29.42
			501-09-50101-156-000	04/11 PREMIUM	28.92
			630-09-50101-156-000	04/11 PREMIUM	23.92
			520-09-50403-156-000	04/11 PREMIUM	15.18
			501-09-50103-156-000	04/11 PREMIUM	4.28
			520-09-50401-156-000	04/11 PREMIUM	2.30
			 CHECK TOTAL	24,129.08

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
104186	3/16	SHOPKO DEPT. STORE	110-02-52203-382-000	02/11 FD #6 MERCHAND	90.82
			520-09-50301-388-000	02/11 TD MERCHANDISE	89.99
			520-09-50106-389-000	02/11 TD MERCHANDISE	35.98
				..... CHECK TOTAL	216.79
104187	3/16	KENOSHA WATER UTILITY	110-05-55109-223-000	#2 3/01/11 WTR/STRM	1,520.18
			520-09-50301-224-000	#2 3/01/11 WTR/STRM	1,119.60
			520-09-50301-223-000	#2 3/01/11 WTR/STRM	946.95
			110-03-53103-224-000	#2 3/01/11 WTR/STRM	875.76
			110-05-55109-224-000	#2 3/01/11 WTR/STRM	736.96
			110-02-52203-224-000	#2 3/01/11 WTR/STRM	616.22
			110-03-53116-223-000	#5 3/01/11 WTR/STRM	529.20
			521-09-50101-224-000	#5 3/01/11 WTR/STRM	446.00
			110-01-51801-223-000	#4 3/01/11 WTR/STRM	332.97
			110-01-51802-223-000	#5 2210 52ND ST	308.72
			110-02-52203-223-000	#2 3/01/11 WTR/STRM	281.46
			110-01-51801-224-000	#4 3/01/11 WTR/STRM	258.35
			110-03-53103-223-000	#5 3/01/11 WTR/STRM	210.14
			110-05-55109-224-000	#5 3/01/11 WTR/STRM	195.24
			521-09-50101-224-000	#2 3/01/11 WTR/STRM	151.66
			110-05-55102-224-000	#2 3/01/11 WTR/STRM	146.14
			520-09-50301-224-000	#5 3/01/11 WTR/STRM	118.00
			110-02-52203-224-000	#5 3/01/11 WTR/STRM	92.00
			632-09-50101-224-000	#2 3/01/11 WTR/STRM	85.34
			110-03-53116-224-000	#5 3/01/11 WTR/STRM	72.00
			632-09-50101-224-000	#5 3/01/11 WTR/STRM	46.00
			110-05-55102-224-000	#5 3/01/11 WTR/STRM	46.00
			110-05-55103-224-000	#2 3/01/11 WTR/STRM	28.64
			110-05-55109-223-000	#5 3/01/11 WTR/STRM	11.92
			110-03-53103-224-000	#5 3/01/11 WTR/STRM	5.24
			110-01-51802-224-000	#5 2210 52ND ST	5.24
				..... CHECK TOTAL	9,185.93
104188	3/16	WILLKOMM INC., JERRY	521-09-50101-341-000	2/11-AR FUEL	2,823.94
			521-09-50101-341-000	02/11 FUEL	365.88
				..... CHECK TOTAL	3,189.82
104189	3/16	COMMERCE INDUSTRIAL CHEMICAL	110-03-53107-352-000	CALCIUM CHLORIDE	2,074.28
104190	3/16	BADGER OIL EQUIPMENT CO.	632-09-50101-235-000	OVERFILL ALARM	2,052.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
104191	3/16	KENOSHA WATER UTILITY	110-03-53107-131-250	2/12/11 SNOWPLOWING	1,470.94
			110-03-53107-131-250	2/28/11 SNOWPLOWING	472.66
			110-03-53107-131-250	2/12/11 SNOWPLOWING	358.64
			110-03-53107-131-250	2/5/11 SNOWPLOWING	43.91
				..... CHECK TOTAL	2,346.15
104192	3/16	KENOSHA WATER UTILITY	110-00-21914-000-000	2/11 BILL COLLECTION	14,815.22
			110-00-21913-000-000	2/11 TEMP PERMITS	3,413.44
				..... CHECK TOTAL	18,228.66
104193	3/16	KENOSHA HUMAN DEVELOPMENT	289-06-50401-259-000	#5242126 SUBGR AGMT	13,100.00
104194	3/16	KENOSHA YMCA	289-06-50617-259-000	#5242130 SUBGR AGMT	7,716.72
104195	3/16	LARK UNIFORM, INC.	110-02-52103-367-000	2/11-PD#249 UNIFORM	148.90
104196	3/16	ACL LABORATORIES	110-02-52101-219-000	01/11 PD LAB FEES	64.80
104197	3/16	WIS DEPT. OF JUSTICE	110-01-51303-219-000	02/11 SERVICES	47.00
104198	3/16	KENOSHA AREA BUSINESS	761-09-50101-264-000	3/3/11 LEGISLAT UPDT	30.00
104199	3/16	DWD-UI	110-09-56308-157-000	02/11 UNEMPLOYMENT	47,520.19
			520-09-50101-157-000	02/11 UNEMPLOYMENT	6,585.79
			110-00-15601-000-000	02/11 UNEMPLOYMENT	1,630.60
			110-09-56308-157-000	02/11 UNEMPLOYMENT	702.00
			110-09-56308-157-000	02/11 UNEMPLOYMENT	1,588.15CR
				..... CHECK TOTAL	54,850.43
104200	3/16	FEDEX	110-01-51306-312-000	02/18/11 AD-GODFREY	47.14
104201	3/16	OFFICEMAX	110-02-52201-311-000	02/11 FD #1749 OFFC	345.02
			110-02-52601-311-000	02/11 DH #1750 OFFC	221.39
			110-01-50301-311-000	02/11 LE #1746 OFFC	165.68
			110-01-51101-311-000	02/11 FN #1751 OFFC	135.76
			632-09-50101-311-000	ELECTRIC STAPLER	46.74
			110-02-52601-311-000	03/11 DH #1750 RETRN	30.78CR
			110-01-50301-311-000	03/11 LE #1746 RETRN	44.30CR
			 CHECK TOTAL	839.51

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
104202	3/16	REGISTRATION FEE TRUST	110-09-56519-909-000	RENEWAL FLT 3026	75.00
104203	3/16	ALUMINUM FENCE CORPORATION	110-03-53103-249-000	GATE OPERATOR	3,080.00
104204	3/16	WISCONSIN WOMEN'S BUSINESS	289-06-50302-259-000	#5242134 SUBGR AGMT	13,320.65
104205	3/16	BENDLIN FIRE EQUIPMENT CO.	110-02-52203-344-000	01/11 MISC PARTS	707.00
			110-02-52203-344-000	01/41 MISC PARTS	622.00
			206-02-52205-344-000	3/11 FD PARTS/MATERI	183.43
			206-02-52205-344-000	2/11 FD PARTS/MATERI	177.45
			206-02-52205-344-000	2/11 FD PARTS/MATERI	133.38
				..... CHECK TOTAL	1,823.26
104206	3/16	NATIONAL SAFETY COUNCIL	206-02-52205-322-000	CEVO TRAINEE KITS	1,893.03
104207	3/16	PARKSIDE TRUE VALUE HARDWARE	110-02-52203-382-000	2/11-FD#6 SUPPLIES	33.95
104208	3/16	WIS AIRPORT MANAGEMENT ASSOC	521-09-50101-264-000	2011 CONFERENCE	120.00
104209	3/16	LEE PLUMBING, INC.	110-03-53103-241-000	2/11-ST HEATING REPA	245.00
			110-03-53103-241-000	2/11-ST HEATING REPA	245.00
			110-02-52203-246-000	1/11-FD#2 PLUMBING	228.00
			110-02-52203-241-000	1/11-FD#2 HVAC, PLUM	151.25
				..... CHECK TOTAL	869.25
104210	3/16	INVESTORS PROPERTY SERVICES	252-06-50470-259-000	#5242110 REHAB	2,650.00
104211	3/16	HUMANA CLAIMS	611-09-50101-155-527	03/14/11 MED CLAIMS	139,913.23
			611-09-50101-155-527	03/14/11 PHARMACY	20,424.83
			611-09-50101-155-527	02/11/11 MED CLAIMS	8,631.98
			611-09-50101-155-527	03/11/11 PHARMACY	4,095.85
			611-09-50101-155-527	03/15/11 PHARMACY	2,367.71
			611-09-50101-155-527	03/15/11 MED CLAIMS	1,555.80
				..... CHECK TOTAL	176,989.40
104212	3/16	SCHREIBER ANDERSON ASSOC.	405-11-51003-219-000	02/11 COMP OUTDOOR	4,981.27
			405-11-50806-219-000	02/11 SIMMONS ISL.	623.60
			405-11-51003-219-000	02/11 STRAWBERRY CRK	594.40
			405-11-51003-219-000	02/11 SUNRISE PARK-P	127.88
			 CHECK TOTAL	6,327.15

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
104213	3/16	PAUL CONWAY SHIELDS	110-02-52206-367-000	01/11 TURNOUT GEAR	605.50
			110-02-52206-367-000	02/11 BOOTS TURNOUT	319.00
			110-02-52206-367-000	02/11 BOOTS TURNOUT	310.00
			110-02-52206-367-000	02/11 BOOTS TURNOUT	310.00
				..... CHECK TOTAL	1,544.50
104214	3/16	HILLSIDE TRUE VALUE	110-03-53103-389-000	2/11-ST MISC. SUPPLI	88.64
			520-09-50202-246-000	2/11-TD MISC. SUPPLI	54.87
			520-09-50201-347-000	2/11-TD MISC. SUPPLI	17.17
			110-03-53116-382-000	2/11-WA MISC. SUPPLI	6.82
				..... CHECK TOTAL	167.50
104215	3/16	US CELLULAR	110-05-55109-226-000	02/11 PA-CELL AIRTM	60.36
			110-05-55101-226-000	02/11 PA-CELL AIRTM	23.06
			110-05-55109-226-000	02/11 PA-CELL SERVC	6.00
			110-05-55111-226-000	02/11 PA-CELL AIRTM	4.07
			110-05-55111-226-000	02/11 PA-CELL SERVC	3.00
			110-05-55101-226-000	02/11 PA-CELL SERVC	3.00
				..... CHECK TOTAL	99.49
104216	3/16	VERIZON WIRELESS	110-01-51301-226-000	02/11 SERVICE	334.94
			110-02-52101-226-000	02/11 SERVICE	135.27
			110-02-52201-226-000	02/11 SERVICE	90.68
			110-01-50301-226-000	02/11 SERVICE	90.68
			631-09-50101-226-000	02/11 SERVICE	89.33
			110-01-51303-226-000	02/11 SERVICE	55.83
			521-09-50101-226-000	02/11 SERVICE	45.84
			520-09-50301-226-000	02/11 SERVICE	45.34
			110-01-51701-226-000	02/11 SERVICE	45.34
			110-01-51101-226-000	02/11 SERVICE	45.34
			110-02-52601-226-000	02/11 SERVICE	44.71
			110-01-51201-226-000	02/11 SERVICE	44.67
			521-09-50101-226-000	02/11 SERVICE	44.66
			110-05-55101-226-000	02/11 SERVICE	44.66
			110-03-53101-226-000	02/11 SERVICE	44.66
			110-02-52103-226-000	02/11 SERVICE	44.66
			 CHECK TOTAL	1,246.61
104217	3/16	HENRY SCHEIN	206-02-52205-344-000	OXYGEN CYLINDER GAUG	33.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
104218	3/16	BROOKHOUSE & HEMSING LAW	110-01-51303-212-000	02/11 SERVICES	330.00
104219	3/16	NATIVE CONSTRUCTION	520-09-50202-249-000	02/11 LOT 23,13TH AV	5,649.00
			519-09-50103-249-000	02/11 LOT 3 58TH ST.	3,521.00
			519-09-50116-249-000	02/11 LOT 16,5TH AVE	3,440.00
			519-09-50106-249-000	02/11 LOT 6,63RD ST.	2,128.00
			519-09-50124-249-000	02/11 LOT 24,STRTRC	1,965.00
			519-09-50121-249-000	02/11 LOT 21,57TH ST	1,392.00
				..... CHECK TOTAL	18,095.00
104220	3/16	REMY BATTERY CO., INC.	630-09-50101-393-000	2/11-CE BATTERIES	648.24
104221	3/16	JENSEN TOWING	110-02-52103-219-000	3/11-#11-028785 TOWI	45.00
			110-02-52103-219-000	2/11-#11-021286 TOWI	45.00
				..... CHECK TOTAL	90.00
104222	3/16	ELECTRICAL CONTRACTORS, INC	110-05-55109-248-000	02/11 PA DIAMOND LIG	243.00
104223	3/16	WASTE MGMT OF MILWAUKEE	110-03-53117-253-418	2/11-COMPACTOR RENTA	633.71
104224	3/16	KENOSHA STARTER & ALTERNATOR	630-09-50101-393-000	2/11-SE PARTS/LABOR	174.20
			630-09-50101-393-000	2/11-SE#2001 PARTS/L	165.99
			630-09-50101-393-000	2/11-SE#2240 PARTS/L	99.00
				..... CHECK TOTAL	439.19
104225	3/16	MID-TOWN PETROLEUM	520-09-50106-341-000	02/11 DIESEL EXHAUST	1,235.73
104226	3/16	ORGANIZATION DEVELOPMENT	110-01-51303-216-000	3 PSYCH ASSESSMENTS	1,800.00
104227	3/16	MARTIN PETERSEN COMPANY, INC.	520-09-50401-246-000	01/11 PM PROGRAM	292.00
104228	3/16	DUECO, INC	632-09-50101-264-000	S SHARP-5/10-11/11	375.00
104229	3/16	DAVISON LAW OFFICE, LTD	110-01-50301-219-000	ACEVEDO ZONING APPL	270.00
104230	3/16	WAUSAU EQUIPMENT CO.	630-09-50101-393-000	02/11 #2241 PARTS &	702.94
			630-09-50101-393-000	2/11 PARTS & MATERIA	226.95
				..... CHECK TOTAL	929.89
104231	3/16	J & M RECOVERY & TOWING	110-02-52103-219-000	2/11-#11-021526 TOWI	25.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
104232	3/16	MENARDS (KENOSHA)	110-05-55109-382-000	2/11-PA MERCHANDISE	204.04
			110-05-55109-244-000	2/11-PA MERCHANDISE	144.05
			110-02-52203-344-000	2/11-FD MERCHANDISE	93.21
			110-03-53103-389-000	1/11-ST MERCHANDISE	73.90
			110-03-53103-389-000	2/11-ST MERCHANDISE	59.96
			110-02-52203-382-000	2/11-FD MERCHANDISE	54.66
			110-02-52203-382-000	2/11-FD#7 MERCHANDIS	39.76
			110-03-53109-389-000	2/11-ST MERCHANDISE	35.47
			110-01-51801-389-000	2/11-MB MERCHANDISE	23.40
				..... CHECK TOTAL	728.45
104233	3/16	WIS DEPT OF COMMERCE	110-01-51801-242-000	PERMIT TO OPERATE	50.00
104234	3/16	KENOSHA COUNTY JOB CTR	110-09-56501-259-567	2010 CH 26 CLEAN-UPS	9,084.67
			110-09-56501-259-567	2010 CH 26 CLEAN-UPS	5,507.90
			..... CHECK TOTAL	14,592.57	
104235	3/16	NEXTEL COMMUNICATIONS	110-02-52109-226-000	02/11 PHONE SERVICE	322.01
104236	3/16	SNAP-ON INDUSTRIAL	632-09-50101-361-000	2/11-SE TOOLS/REPAIR	43.65
			632-09-50101-361-000	2/11-SE TOOLS/REPAIR	39.65
			..... CHECK TOTAL	83.30	
104237	3/16	MOORE INDUSTRIAL HARDWARE	110-02-52203-344-000	ENG 44/TRUCK 4 PARTS	105.95
104238	3/16	US DEPT OF TREASURY	289-00-24101-000-000	2010 INTEREST-RLF	355.00
104239	3/16	WHOLESALE DIRECT INC	630-09-50101-393-000	02/11 PARTS/MATERIAL	51.60
			630-09-50101-393-000	02/11 PARTS/MATERIAL	40.66
			..... CHECK TOTAL	92.26	
104240	3/16	J & L LANDSCAPING	633-09-50101-259-000	2/11-SNOW/ICE REMOVA	3,435.46
104241	3/16	INLAND POWER GROUP	632-09-50101-264-000	D OETTEL-4/7/11	300.00
104242	3/16	NICOLET NATURAL SE	761-09-50101-389-000	3/11 WATER COOLER	7.95
104243	3/16	BUSCHE, JUDY LLC	110-01-50301-219-000	02/11 LE SERVICES OF	290.00
104244	3/16	REESE RECREATION	110-05-55109-386-000	KOMPAN STINGER POD	741.00
			110-05-55109-386-000	KOMPAN BOLTPACK	137.00
		 CHECK TOTAL	878.00	

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
104245	3/16	CLAWZ AND PAWZ ANIMAL RESC	110-04-54102-254-000	02/11 154 CAPT/DISPL	6,303.50
			110-04-54102-254-000	03/11 SERVICE FEE	3,500.00
				..... CHECK TOTAL	9,803.50
104246	3/16	PLEASANT PRAIRIE UTILITIES	110-09-56519-259-000	02/11 SPRINGBRK PROP	99.83
			110-09-56519-259-000	02/11 80TH ST PROP	61.68
				..... CHECK TOTAL	161.51
104247	3/16	PROCESSWORKS, INC.	110-09-56310-219-000	2/11 ADMIN FEES	594.92
104248	3/16	RIMKUS, JASON	761-09-50101-155-000	02/11 HEALTH INS	345.45
104249	3/16	IAFF/NATIONWIDE	110-00-21574-000-000	3/1-15/11 CONTRIBS	19,938.99
104250	3/16	AFLAC	110-00-21535-000-000	02/11 DEDUCTS	2,040.94
			110-00-21535-000-000	1/28-2/18/11 HRLY	733.28
			110-00-21536-000-000	1/28-2/18/11 HRLY	311.91
			110-00-21536-000-000	02/11 DEDUCTS	285.68
				..... CHECK TOTAL	3,371.81
104251	3/16	NEW SONG MINISTRIES	289-06-50614-259-000	#5242129 SUBGR AGMT	425.00
104252	3/16	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	3/1-15/11 CONTRIBS	10,337.23
104253	3/16	CLUB AT STRAWBERRY CREEK	110-00-44809-000-000	ESCROW TEMP CLUBHSE	6,000.00
104254	3/16	HELGESEN, ALVIN	110-00-13101-000-000	02-03/11 HEALTH/DNTL	1,750.64
104255	3/16	MUSSELMAN, LARRY	110-00-21905-000-000	BEACH HOUSE-3/6/11	300.00
104256	3/16	SAFE KIDS WORLDWIDE	110-02-52110-264-000	D WALSH-RECERTIFY	50.00
104257	3/16	BRENNEN, KIA	110-00-21109-000-000	CITATION J973032	107.30
104258	3/16	KING, CHARLES	611-00-49135-000-000	ETF DEDUCTIONS	1,657.60
104259	3/16	MILLSAPS, NINA M.	110-01-51303-263-000	HEART PRSNT/CORP CUP	32.66
			611-09-50102-259-000	HEART PRSNT/CORP CUP	21.10
			 CHECK TOTAL	53.76

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
104260	3/16	BRYDGES, WILLIAM	110-02-52101-367-000	2011 CLOTHING ALLOW	400.00
104261	3/16	SOBBE, STACEY	110-02-52107-263-000	3/3-4/11 FRANKLIN	16.00
104262	3/16	MAKI, MICHAEL	110-00-21536-000-000	02/11 ST DISABILITY	44.00
104263	3/16	KRYSTOWIAK, PETER	110-01-50901-261-000	2/18 OCONO 140 MILES	71.40
104264	3/16	DESCHLER, STEVEN H.	110-09-56405-166-000	2/22-3/21/11 PPD	1,128.00
104265	3/16	BUCHANAN, CHAD	110-02-52107-263-000	3/3-4/11 FRANKLIN	16.00
104266	3/16	TESSIEN, FRANK W.	110-02-52107-263-000	3/7-8/11 PLATTEVILLE	25.00
104267	3/16	COOPER, DANIEL	110-02-52107-263-000	3/7-8/11 PLATTEVILLE	25.00
104268	3/16	DUMKE, JOHN E.	110-02-52601-261-000	2/11 210 MILES	107.10
104269	3/18	AMALGAMATED TRANSIT UN 998	110-00-21556-000-000	03/11 UNION DUES	2,795.03
104270	3/18	GENERAL COMMUNICATIONS, INC.	110-03-53103-231-000	2/11-ST MISC. ITEMS	20.70
104271	3/18	GODFREY & KAHN, SC	420-11-50804-219-000	01/11 CHRYSLER	8,977.50
104272	3/18	WIS DEPT OF REVENUE	110-09-56507-259-999	02/11 SALES TAX	309.61
104273	3/18	KRANZ, INC.	630-09-50101-393-000	2/11-SE PRODUCTS	710.10
104274	3/18	LAKESIDE STEEL & MFG. CO.	110-03-53103-344-000	TAIL LIGHT ENCLOSURE	4,800.00
104275	3/18	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	03/18/11 CITY HRLY	15,514.00
			110-00-21562-000-000	03/18/11 WATER HRLY	4,299.85
			110-00-21562-000-000	03/18/11 MUSEUM HRLY	205.00
				..... CHECK TOTAL	20,018.85
104276	3/18	LABOR PAPER, THE	110-01-50101-321-000	1/7/11 PUBL CC MIN	672.00
			407-11-51001-353-000	02/11 PLANT TREES	35.44
			407-11-51001-353-000	02/11 PRUNE IN LAWN	32.92
			407-11-51002-219-000	02/11 TREE REMOVAL	27.88
			110-01-50101-321-000	01/11 1ST & 2ND ORDS	22.84
			407-11-51001-353-000	02/11 REFORESTATION	14.86
			 CHECK TOTAL	805.94

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
104277	3/18	M A TRUCK PARTS	110-03-53103-344-000	2/11-ST MATERIALS/SU	251.21
			110-03-53107-344-000	2/11-ST MATERIALS/SU	249.66
			110-03-53103-389-000	2/11-ST MATERIALS/SU	78.76
				..... CHECK TOTAL	579.63
104278	3/18	OTIS ELEVATOR CO.	633-09-50101-242-000	ELEVATOR SERVICE	3,687.12
104279	3/18	PHILLIPS, RICHARDS, MAYEW,	110-01-50101-219-000	02/10-3/09 SERVICES	2,837.50
104280	3/18	SHOPKO DEPT. STORE	110-02-52203-382-000	2/11-FD#5 MERCHANDIS	97.87
104281	3/18	KENOSHA WATER UTILITY	521-09-50101-223-000	12-01/11 STORMWATER	21,347.67
			110-05-55109-223-000	12-01/11 STORMWATER	4,189.34
			110-03-53103-223-000	12-01/11 STORMWATER	2,468.45
			205-03-53119-223-000	12-01/11 STORMWATER	1,045.74
			463-11-50801-589-000	12-01/11 STORMWATER	68.53
			401-11-50612-581-000	12-01/11 STORMWATER	40.40
			520-09-50301-223-000	12-01/11 STORMWATER	4.39
				..... CHECK TOTAL	29,164.52
104282	3/18	WELDCRAFT, INC.	520-09-50201-347-000	2/11-TD WELDING SERV	95.00
104283	3/18	WILLKOMM INC., JERRY	521-09-50101-341-000	3/11-AR FUEL	1,356.42
104284	3/18	WE ENERGIES	520-00-18751-000-000	5414 13 AV-GAS SERV	545.48
104285	3/18	PAYNE & DOLAN INC.	110-03-53103-355-000	2/11-ASPHALT MATERIA	2,548.82
104286	3/18	KENOSHA WATER UTILITY	110-01-51802-223-000	1-2/11 STORM WATER	23.58
			110-01-51802-224-000	1-2/11 STORM WATER	5.24
				..... CHECK TOTAL	28.82
104287	3/18	STREICHER'S POLICE EQUIPMENT	110-02-52103-365-000	AMMO 12GA TACTICAL	1,050.00
104288	3/18	BATTERIES PLUS LLC	110-02-52103-385-000	01/11 PD-BATTERIES &	145.98
104289	3/18	CHASE BANK KENOSHA	110-00-21513-000-000	3/18/11 HRLY DEDUCTS	20,790.36
			110-00-21612-000-000	3/18/11 HRLY DEDUCTS	10,888.35
			110-00-21511-000-000	3/18/11 HRLY DEDUCTS	7,375.88
			110-00-21614-000-000	3/18/11 HRLY DEDUCTS	2,637.98
			110-00-21514-000-000	3/18/11 HRLY DEDUCTS	2,637.62
			761-00-21513-000-000	02/11 KCM DEDUCT	580.00
			761-09-50101-158-000	02/11 KCM DEDUCT	336.43
			761-00-21511-000-000	02/11 KCM DEDUCT	227.90
			761-09-50101-158-000	02/11 KCM DEDUCT	78.68
			761-00-21514-000-000	02/11 KCM DEDUCT	78.68
			 CHECK TOTAL	45,631.88

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
104290	3/18	AT&T	110-01-51801-225-000	2/28-3/27 653-7213	693.48
			110-02-52108-225-000	3/04-4/03 656-1234	232.46
			110-01-51801-227-000	2/28-3/27 653-8297	138.63
			521-09-50101-225-000	3/04-4/03 656-1586	38.78
			110-01-51801-225-000	3/01-3/31 605-9294	38.78
			110-01-51801-225-000	2/28-3/27 942-8834	37.84
			110-05-55111-225-000	2/28-3/27 942-3781	32.26
				..... CHECK TOTAL	1,212.23
104291	3/18	NEHER ELECTRIC SUPPLY	630-09-50101-393-000	2/11-SE PHILLIPS LAM	1,620.00
104292	3/18	FEDEX	110-01-51306-312-000	2/02/11 LE-HOUSING	74.97
104293	3/18	PAT'S SERVICES, INC.	205-03-53119-282-000	2/11-PORTABLE TOILET	65.80
104294	3/18	AT SYSTEMS GREAT LAKES	110-01-51201-219-000	03/11 ARMORED CAR SE	297.44
104295	3/18	SCHLEBLE & HEMMER, S.C.	110-00-21581-000-000	03/18/11 B GARRETT	121.76
104296	3/18	NAPA AUTO PARTS CO.	630-09-50101-393-000	2/11-CE PARTS/FILTER	1,381.94
			110-02-52203-344-000	2/11-FD PARTS/FILTER	846.56
			110-03-53103-344-000	2/11-ST PARTS/FILTER	648.04
			521-09-50101-344-000	2/11-AR PARTS/FILTER	512.88
			520-09-50201-347-000	2/11-TD PARTS/FILTER	347.93
			206-02-52205-344-000	2/11-FD PARTS/FILTER	314.93
			501-09-50105-235-000	2/11-SW PARTS/FILTER	113.31
			110-05-55109-344-000	2/11-PA PARTS/FILTER	82.76
			110-03-53107-344-000	2/11-ST PARTS/FILTER	26.45
			110-02-52204-344-000	2/11-FD PARTS/FILTER	16.01
			501-09-50104-389-000	2/11-SW PARTS/FILTER	13.99
			110-03-53103-389-000	2/11-ST PARTS/FILTER	9.98
				..... CHECK TOTAL	4,314.78
104297	3/18	T-MOBILE	631-09-50101-226-000	2/8-3/7/11-WIRELESS	42.19
104298	3/18	BENDLIN FIRE EQUIPMENT CO.	110-02-52203-344-000	03/11 PARTS/MATERLS	259.00
			110-02-52203-344-000	02/11 BAT 1 PARTS/MT	7.75
				..... CHECK TOTAL	266.75
104299	3/18	DIGITAL SAFETY TECHNOLOGIES	110-02-52103-369-000	TRUNK MOUNT KIT	675.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
104300	3/18	5 ALARM FIRE & SAFETY EQUIP.	206-02-52205-344-000	02/11 MED 4-PARTS/MA	31.18
104301	3/18	LAB SAFETY SUPPLY INC	110-05-55109-382-000	LOTION SOAP	264.03
			110-05-55109-382-000	LOTION SOAP	207.00
				..... CHECK TOTAL	471.03
104302	3/18	LIBERTY TIRE RECYCLING SVCS	205-03-53118-219-000	REISSUE CK 103647	1,757.85
104303	3/18	GUTTORMSEN LAW OFFICE, LLC	110-01-50101-219-000	12/15-2/25 SERVICES	4,905.00
104304	3/18	HUMANA CLAIMS	611-09-50101-155-527	3/16 MED CLAIMS	75,414.24
			611-09-50101-155-527	3/17 PHARMACY	12,154.85
			611-09-50101-155-527	3/16 PHARMACY	2,829.78
			611-09-50101-155-527	3/17 MED CLAIMS	2,520.04
				..... CHECK TOTAL	92,918.91
104305	3/18	PAUL CONWAY SHIELDS	110-02-52206-367-000	03/11 EYE SHIELDS	117.47
			110-02-52206-367-000	2/11 EYE SHIELDS	110.97
				..... CHECK TOTAL	228.44
104306	3/18	CUMMINS NPOWER, LLC	630-09-50101-393-000	02/11 SE-PARTS/SERV	185.72
104307	3/18	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	03/18/11 L SAYLOR	32.90
104308	3/18	MALLERY & ZIMMERMAN, SC	110-00-21581-000-000	03/18/11 CHRISTERSON	135.33
104309	3/18	ARNDT, DAVID H	110-02-52107-264-000	REISSUE CK 103785	4,000.00
104310	3/18	LIGHTLE ENTERPRISES OF OHIO	110-03-53103-378-000	TRAFFIC CONES	958.50
104311	3/18	ASTRA RADIO COMMUNICATIONS	110-02-52103-365-000	EAR HOOK LAPEL MIC	287.40
104312	3/18	INSTY-PRINTS	110-02-52110-311-000	BOUND ANNUAL REPORT	49.40
104313	3/18	KUEMMERLING, INC., KARL	110-03-53103-361-000	TRIMMING SUPPLIES	999.15
104314	3/18	FASTENAL COMPANY	521-09-50101-375-000	02/11 AR-TOOLS/MATRL	75.00
			110-03-53103-389-000	02/11 ST-TOOLS/MATRL	24.57
			521-09-50101-344-000	02/11 AR-TOOLS/MATRL	18.34
			 CHECK TOTAL	117.91

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
104315	3/18	DUECO, INC	630-09-50101-393-000	REBUILD DIGGER UNIT	2,415.19
104316	3/18	NYBERG TROPHIES & AWARDS	724-00-21933-000-000	MEDALS ENGRAVED	32.50
104317	3/18	HANSMANN PRINTING	110-01-51201-311-000	2/11 CT #10 WDW EPS	458.00
			110-02-52103-311-000	3/11 PD-BC, LOGS, FRMS	422.00
			110-02-52201-311-000	2/11 FD-CHIEF NOTES	83.00
				..... CHECK TOTAL	963.00
104318	3/18	AT&T	110-01-51801-225-000	02/11 653-8297	37.17
104319	3/18	SUTPHEN CORPORATION	110-02-52203-344-000	2/11-FD TRK#7 PARTS/	665.06
			110-02-52203-344-000	2/11-FD ENG#5 PARTS/	357.48
				..... CHECK TOTAL	1,022.54
104320	3/18	EWALD CHEVROLET/BUICK/GEO	405-11-51020-579-000	2011 DODGE RAM 2500	20,016.00
			405-11-51020-579-000	ADDITIONAL OPTIONS	1,926.50
			405-11-51020-579-000	DESTINATION CHARGE	950.00
			405-11-51020-934-560	TRADE VEHICLE #2161	1,000.00CR
				..... CHECK TOTAL	21,892.50
104321	3/18	PLATINUM SYSTEMS	110-00-21109-000-000	NETWORK ENGINEER	187.50
104322	3/18	WIS SCTF	110-00-21581-000-000	03/18/11 HRLY DEDCT	1,023.09
104323	3/18	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	03/18/11 J PETRILLO	139.82
104324	3/18	SNAP-ON INDUSTRIAL	110-03-53103-361-000	2/11-ST TOOLS/REPAIR	95.45
			110-03-53103-361-000	2/11-ST TOOLS/REPAIR	78.55
				..... CHECK TOTAL	174.00
104325	3/18	GRAINGER	110-02-52203-344-000	2/11-FD PARTS/MATERI	74.84
104326	3/18	SCHMITT PROTECTIVE SERVICES	110-01-51801-246-000	2/11-SECURITY CHECKS	56.00
104327	3/18	CPR SERVICES INC	632-09-50101-235-000	PERFORM ANNUAL MAINT	619.72
104328	3/18	PROCESSWORKS INC.	110-00-21578-000-000	3/15/2011 CHRGS	1,134.75
			110-00-21578-000-000	2010 CHRGS	360.00
			 CHECK TOTAL	1,494.75

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
104329	3/18	GLASMAN TOWING	110-02-52103-219-000	3/11 11-031696 TOW	25.00
104330	3/18	JANI-KING OF MILWAUKEE	633-09-50101-243-000	03/11 JANITOR SERVC	1,084.00
104331	3/18	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000	6/24/06 K KOPESKY	88.40
104332	3/18	MEA-AEA KENOSHA SC	520-09-50101-161-000	1/8/11 R POYNER	259.60
104333	3/18	OCCUCARE SYSTEMS & SOLUTIONS	110-09-56405-161-000	3/15/10 B MILLER	574.94
			110-09-56405-161-000	3/15/10 B MILLER	287.47
				..... CHECK TOTAL	862.41
104334	3/18	UNITED OCC MEDICINE	110-09-56405-161-000	12/24/10 R PFEFFER	209.10
104335	3/18	AURORA HEALTH CARE	520-09-50101-161-000	1/8/11 R POYNER	2,033.72
			110-09-56405-161-000	1/21/11 M SHODIS	580.22
			110-09-56405-161-000	1/20/11 R BEDNAR II	399.12
			520-09-50101-161-000	1/8/11 R POYNER	300.96
			110-09-56405-161-000	1/20/11 R BEDNAR II	199.76
			110-09-56405-161-000	1/21/11 M SHODIS	199.76
			110-09-56405-161-000	1/21/11 M SHODIS	199.76
			110-09-56405-161-000	1/21/11 M SHODIS	72.16
			110-09-56405-161-000	1/21/11 M SHODIS	48.00
				..... CHECK TOTAL	4,033.46
104336	3/18	STONERIVER PHARMACY SOLUTION	110-09-56405-161-000	1/21/11 M SHODIS	49.91
104337	3/18	AURORA HEALTH CARE	611-09-50101-259-000	12/10 DRUG PURCHASE	298.12
104338	3/18	KOHN LAW FIRM S.C.	110-00-21581-000-000	3/18/11 D LARSON	160.28
104339	3/18	MEULBROCK, NAYDA A	110-00-21106-000-000	2010 RE TAX OVERPAY	357.71
104340	3/18	NORTHWEST TITLE AGENCY, INC	110-00-21106-000-000	TAX 6611 5 AV	95.29
104341	3/18	FURLONI, KEITH T	110-00-21106-000-000	2010 RE TAX OVERPAY	100.00
104342	3/18	GUERRA, NICK	110-00-21106-000-000	2010 TAX 5315 14 AV	46.67
104343	3/18	DISHES TO DIE FOR, INC	110-00-21106-000-000	2010 PP TAX OVERPAY	3.89

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
104344	3/18	TAGLIAPIETRA, RICARDO	110-00-44709-000-000	BARTEND LICENSE	50.00
104345	3/18	HORNBY, ROBERT	110-00-21581-000-000	WI WAGE ASSIGN	18.75
104346	3/23	ABILITY GLASS & HOME IMP	110-05-55109-246-000	3/11 PA EMERGENCY RE	66.88
104347	3/23	COUNTRY INN & SUITES	110-02-52107-263-000	3/07-08 2 OFFICERS	70.00
104348	3/23	BUMPER TO BUMPER	630-09-50101-393-000	2/11-CE PARTS/MATERI	430.36
			110-02-52204-344-000	2/11-FD PARTS/MATERI	285.76
			520-09-50201-347-000	2/11-TD PARTS/MATERI	246.25
			521-09-50101-344-000	2/11-AR PARTS/MATERI	245.57
			520-09-50201-317-000	2/11-TD PARTS/MATERI	198.86
			520-09-50401-317-000	2/11-TD PARTS/MATERI	143.93
			520-09-50401-347-000	2/11-TD PARTS/MATERI	11.90
				..... CHECK TOTAL	1,562.63
104349	3/23	UNITED HOSPITAL SYSTEMS INC	110-02-52101-219-000	02/11 11-018816 LAB	52.00
			110-02-52101-219-000	02/11 11-012649 LAB	52.00
			110-02-52101-219-000	01/11 11-003919 LAB	52.00
			110-02-52101-219-000	01/11 11-009596 LAB	52.00
				..... CHECK TOTAL	208.00
104350	3/23	KENOSHA UNIFIED SCHOOL	110-05-55109-221-000	AMECHE-1/16-2/14/11	105.03
104351	3/23	M A TRUCK PARTS	110-02-52203-344-000	02/11 FD MATERIALS &	202.60
104352	3/23	WINGFOOT COMMERCIAL TIRE	520-09-50106-346-000	2/11-TD TIRE REPAIR	146.63
104353	3/23	SCHULTZ, JAMES M.	110-02-52601-261-000	1/11-3/7/11 344 MILE	175.44
104354	3/23	WELDCRAFT, INC.	110-03-53107-344-000	CUSTOM MODIFICATION	1,640.00
104355	3/23	WILLKOMM INC., JERRY	630-09-50101-392-000	3/11-SE DIESEL FUEL	24,251.54
104356	3/23	WIS DEPT OF REVENUE	110-00-21512-000-000	3/1-15/11 DEDUCTS	112,834.53
104357	3/23	WE ENERGIES	520-09-50301-222-000	#12 01/27-02/24	2,695.17
			110-03-53109-221-000	312 02/07-03/07	1,499.34
			110-05-55109-221-000	#12 02/07-03/08	1,018.36
			110-03-53109-221-000	#12 02/06-03/07	855.26
			110-03-53109-221-000	#12 02/01-03/02	815.30
			110-03-53109-221-000	#12 02/09-03/08	739.87
			110-01-51802-222-000	#12 912 35 ST	487.28
			110-03-53109-221-000	#12 02/03-03/03	468.48
			110-05-55109-222-000	#12 02/05-03/07	466.19
			110-03-53109-221-000	#12 02/07-03/07	394.09
			110-03-53109-221-000	#12 02/08-03/08	382.36
			110-03-53103-221-000	#12 02/02-03/03	353.58

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-03-53109-221-000	#12 02/02-03/03	328.22
			110-05-55109-221-000	#12 02/06-03/07	262.98
			524-05-50101-222-000	#12 02/06-03/07	231.27
			524-05-50101-221-000	#12 02/06-03/07	195.07
			110-03-53109-221-000	#12 02/03-03/06	192.12
			110-05-55102-221-000	#12 02/08-03/08	179.88
			110-05-55111-221-000	#12 01/28-02/28	104.68
			110-05-55109-221-000	#12 02/04-03/07	99.99
			110-05-55109-221-000	#12 02/08-03/09	81.25
			110-05-55102-221-000	#12 02/07-03/08	67.88
			110-05-55102-221-000	#12 02/06-03/07	65.05
			110-05-55109-222-000	#12 02/07-03/08	55.10
			110-05-55109-221-000	#12 02/01-03/02	54.75
			110-05-55109-221-000	#12 02/03-03/04	36.20
			110-05-55109-221-000	#12 02/01-03/02	33.45
			110-05-55103-222-000	#12 02/02-03/03	20.45
			110-05-55109-221-000	#12 02/07-03/07	16.29
			110-05-55109-221-000	#12 02/03-03/06	12.44
			110-05-55109-222-000	#12 02/03-03/06	8.99
			110-05-55109-221-000	#12 02/03-03/06	8.67
			110-05-55109-222-000	#12 02/08-03/09	8.41
			110-02-52110-222-000	#12 02/01-03/02	8.41
			110-05-55108-221-000	#12 02/06-03/07	8.08
			110-05-55108-221-000	#12 02/05-03/09	8.08
			521-09-50101-221-000	#12 02/01-03/02	8.07
				..... CHECK TOTAL	12,271.06
104358	3/23	KENOSHA WATER UTILITY	461-11-51001-581-000	4621 38 AV-STORMWTR	31.14
			461-11-51001-581-000	4902 37 AV-STORMWTR	29.08
			461-11-51001-581-000	4915 37 AV-STORMWTR	26.00
			461-11-51001-581-000	4901 37 AV-STORMWTR	26.00
			461-11-51001-581-000	4823 37 AV-STORMWTR	26.00
			461-11-51001-581-000	4609 36 AV-STORMWTR	23.94
			461-11-51001-581-000	4609 36 AV-STORMWTR	23.94
			461-11-51001-581-000	4627 38 AV-STORMWTR	6.45
				..... CHECK TOTAL	192.55
104359	3/23	STREICHER'S POLICE EQUIPMENT	110-02-52103-365-000	HOLSTER	340.00
			110-02-52103-365-000	TACTICAL HOLSTER	90.00
			110-02-52103-365-000	HOLSTER	34.00
			 CHECK TOTAL	464.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
104360	3/23	WIS FUEL & HEATING INC	630-09-50101-393-000	3/11-CE LUBRICANTS/O	131.75
104361	3/23	BROOKS TRACTOR, INC.	521-09-50101-282-000	03/11 AR LOADER RENT	2,820.00
			630-09-50101-393-000	01/11 SE PARTS & MAT	237.34
				..... CHECK TOTAL	3,057.34
104362	3/23	CAMOSY CONSTRUCTION CO., INC	520-00-18751-000-000	THRU 2/28/11 METRA S	124,045.00
			520-00-18751-000-000	THRU 2/28/11 METRA	30,592.00
				..... CHECK TOTAL	154,637.00
104363	3/23	CURTIS INDUSTRIES, INC	630-09-50101-393-000	3/11 SE FASTENERS-VA	109.93
104364	3/23	AT&T	110-01-51801-227-000	02/28-03/27/11 MAIN	4,174.02
			110-01-51801-225-000	02/28-03/27/11 MAIN	1,257.24
			110-03-53103-225-000	02/28-03/27/11 MAIN	399.36
			110-00-14401-000-000	02/28-03/27/11 MAIN	381.35
			110-00-15202-000-000	02/28-03/27/11 MAIN	270.58
			520-09-50301-227-000	02/28-03/27/11 MAIN	199.71
			110-05-55109-227-000	02/28-03/27/11 MAIN	164.71
			110-03-53103-227-000	02/28-03/27/11 MAIN	139.37
			520-09-50301-225-000	02/28-03/27/11 MAIN	139.19
			632-09-50101-225-000	02/28-03/27/11 MAIN	127.79
			521-09-50101-227-000	02/28-03/27/11 MAIN	113.36
			632-09-50101-227-000	02/28-03/27/11 MAIN	76.02
			110-05-55109-225-000	02/28-03/27/11 MAIN	64.23
			520-09-50401-227-000	02/28-03/27/11 MAIN	63.35
			501-09-50101-227-000	02/28-03/27/11 MAIN	63.35
			110-02-52110-227-000	02/28-03/27/11 MAIN	60.34
			110-02-52108-225-000	02/28-03/27/11 MAIN	54.25
			110-02-52110-225-000	02/28-03/27/11 MAIN	40.76
			110-03-53116-227-000	02/28-03/27/11 MAIN	38.01
			524-05-50101-227-000	02/28-03/27/11 MAIN	37.34
			110-02-52103-227-000	02/28-03/27/11 MAIN	35.00
			206-02-52205-227-000	02/28-03/27/11 MAIN	25.34
			110-03-53116-225-000	02/28-03/27/11 MAIN	22.04
			521-09-50101-225-000	02/28-03/27/11 MAIN	14.88
			501-09-50101-225-000	02/28-03/27/11 MAIN	12.89
			110-05-55111-227-000	02/28-03/27/11 MAIN	12.67
			110-02-52203-227-000	02/28-03/27/11 MAIN	12.67
			520-09-50301-327-000	02/28-03/27/11 MAIN	12.00
			206-02-52205-227-000	02/28-03/27/11 MAIN	3.36
			524-05-50101-225-000	02/28-03/27/11 MAIN	.96
			110-02-52203-225-000	02/28-03/27/11 MAIN	.96
			 CHECK TOTAL	8,017.10

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
104365	3/23	OFFICEMAX	110-01-51303-311-000	02/11 LOCAL 71 CONTR	820.25
			110-02-52103-311-000	03/11 PD #1754 OFFC	491.26
			110-01-51201-311-000	03/11 CT #1757 OFFC	280.05
			110-03-53101-311-000	03/11 PW #1753 OFFC	223.16
			501-09-50101-311-000	03/11 EN #1756 OFFC	220.78
			110-02-52201-311-000	03/11 PD #1752 OFFC	26.50
			521-09-50101-311-000	03/11 AR #1760 OFFC	21.76
				..... CHECK TOTAL	2,083.76
104366	3/23	CHEMSEARCH	630-09-50101-393-000	02/11 SE MATERIALS	294.27
104367	3/23	MADISON TRUCK EQUIPMENT	630-09-50101-393-000	2/11-SE PARTS/SERVIC	101.80
			630-09-50101-393-000	2/11-SE PARTS/SERVIC	75.15
			630-09-50101-393-000	2/11-SE PARTS/SERVIC	52.10
				..... CHECK TOTAL	229.05
104368	3/23	ALUMINUM FENCE CORPORATION	521-09-50101-249-000	FENCE REPAIR	775.00
104369	3/23	DURRANT GROUP, THE	415-11-51104-583-000	02/11 ARCH. SERVICES	4,950.00
			415-11-51104-583-000	02/11 ADD'L ARCH SRV	791.56
				..... CHECK TOTAL	5,741.56
104370	3/23	AECOM TECHNICAL SERVICES INC	493-11-50101-219-000	2/11 OFFSITE INVEST	3,026.40
			494-11-50201-219-000	2/11 OFFSITE INVEST	933.84
				..... CHECK TOTAL	3,960.24
104371	3/23	LIBERTY BUILDERS, LLC	217-06-51630-259-000	5502 23RD AVE	10,431.04
			217-06-51630-259-000	5414 22ND AVE	9,379.10
			217-06-51630-259-000	5420 22ND AVE	8,404.05
				..... CHECK TOTAL	28,214.19
104372	3/23	JAMES IMAGING SYSTEMS, INC.	110-02-52103-232-000	1-6/11 PD-SERVC AGR	600.38
			110-02-52101-232-000	03/11 PD-SERVC AGRM	197.79
			110-02-52101-232-000	02/11 PD-SERVC AGRM	197.79
			110-02-52101-232-000	01/11 PD-SERVC AGRM	197.79
			631-09-50101-232-000	01/11 PW COPIER MNT	66.57
			110-03-53101-232-000	01/11 PW-COPIER MNT	66.57
			501-09-50101-232-000	01/11 PW-COPIER MNT	66.56
			110-02-52101-232-000	01/11 PD-OVERAGES	57.98
			520-09-50301-232-000	03/11 TD-SERVC AGRM	37.79
			520-09-50301-232-000	02/11 TD-SERVC AGRM	37.79
			520-09-50301-232-000	01/11 TD-SERVC AGRM	37.79
			110-03-53103-232-000	03/11 ST-COPIER SERV	14.72
			110-03-53103-232-000	02/11 ST-COPIER SERV	14.72
			110-03-53103-232-000	01/11 ST-COPIER SRVC	14.72
			501-09-50105-232-000	03/11 ST-COPIER SERV	14.71
			501-09-50105-232-000	02/11 ST-COPIER SERV	14.71
			501-09-50105-232-000	01/11 ST-COPIER SRVC	14.71
			110-03-53103-232-000	01/11 ST-OVERAGES	8.57

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			501-09-50105-232-000	01/11 ST-OVERAGES	8.56
				..... CHECK TOTAL	1,670.22
104373	3/23	GUTTORMSEN LAW OFFICE, LLC	110-01-50101-219-000	12/01-2/16 ETHICS	2,503.65
			110-01-51303-212-000	02/11 SERVICES	225.00
				..... CHECK TOTAL	2,728.65
104374	3/23	INVESTORS PROPERTY SERVICES	258-06-50445-259-000	#524113 REHAB	3,450.00
			463-11-50601-589-000	2016 52 ST-REHAB	920.00
			463-11-50601-589-000	7622 SHER RD REHAB	150.00
				..... CHECK TOTAL	4,520.00
104375	3/23	LAKESIDE INTERNATIONAL TRUCK	630-09-50101-393-000	2/11 CE PARTS-MATERI	1,928.28
			206-02-52205-344-000	2/11 FD PARTS & MATE	654.13
			520-09-50201-347-000	2/11 TD BUS PARTS/MA	379.80
				..... CHECK TOTAL	2,962.21
104376	3/23	MCAFFEE	110-01-51102-233-000	SAAS WEB PROTECTION	9,110.88
104377	3/23	HUMANA CLAIMS	611-09-50101-155-527	03/21/11 MED CLAIMS	161,152.17
			611-09-50101-155-527	03/18/11 MED CLAIMS	80,760.79
			611-09-50101-155-527	03/21/11 PHARMACY	24,558.37
			611-09-50101-155-527	03/18/11 PHARMACY	17,374.86
			611-09-50101-155-527	03/22/11 MED CLAIMS	10,196.04
			611-09-50101-155-527	03/22/11 PHARMACY	3,013.44
			611-09-50101-155-527	03/21/11 SHARED SAV	1,252.75
			611-09-50101-155-527	03/21/11 FINCL REC	7,568.35CR
				..... CHECK TOTAL	290,740.07
104378	3/23	PAGEL HYDRAULIC SERVICE	630-09-50101-393-000	2/11-SE SERVICES/PAR	755.65
104379	3/23	WISCONSIN HYDRAULICS	630-09-50101-393-000	02/11 #2816 LABOR/MA	1,067.45
104380	3/23	JW CARPENTRY & CONSTRUCTION	254-06-50490-259-000	#5242117 REHAB	5,000.00
			463-11-50601-589-000	6618 18 AV-REHAB	1,929.00
				..... CHECK TOTAL	6,929.00
104381	3/23	MALSACK, J	110-09-56501-259-566	03/11 5706 8 AV-SNOW	104.50
			110-09-56501-259-566	03/11 4056 5 AV-SNOW	65.55
			 CHECK TOTAL	170.05

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
104382	3/23	CDW-G	110-01-51102-539-000	3/11-COMPUTER EQUIPM	167.95
104383	3/23	TIFFIN METAL PRODUCTS	110-05-55111-246-000	CYLINDER EXCHANGE	303.75
			110-05-55111-246-000	CYLINDER - NEW	156.50
			110-05-55111-246-000	CAMDUCTOR LOCK ASSY	88.50
			110-05-55111-246-000	CYLINDER EXCHANGE	45.00
			110-05-55111-246-000	CASH BOX WITH TAG #1	30.75
			110-05-55111-246-000	RING, BRASS	16.40
			110-05-55111-246-000	HOLDIN KEY W/TAG #3	10.75
			110-05-55111-246-000	MASTER KEY W/TAG #2	10.75
				..... CHECK TOTAL	662.40
104384	3/23	MILWAUKEE 2-WAY INC.	110-02-52203-231-000	RADIO SERVICE	1,260.00
104385	3/23	MOHAWK MFG. & SUPPLY CO.	520-09-50201-347-000	02/11 BUS PARTS	1,146.00
104386	3/23	STATE BAR OF WISCONSIN	110-01-50301-322-000	2/11-LEGAL PUBLICATI	162.75
			110-01-50301-322-000	2/11-LEGAL PUBLICATI	136.36
				..... CHECK TOTAL	299.11
104387	3/23	MENARDS (KENOSHA)	110-05-55109-357-000	03/11 PA E GARAGE ME	146.92
			110-05-55109-244-000	02/11 PA MERCHANDISE	112.79
			110-05-55109-357-000	02/11 PA E GARAGE	107.23
			110-05-55109-344-000	02/11 PA MERCHANDISE	85.34
			521-09-50101-382-000	02/11 AR MERCHANDISE	36.54
			110-05-55109-344-000	02/11 PA MERCHANDISE	11.15
			521-09-50101-344-000	02/11 AR MERCHANDISE	10.11
			110-02-52102-365-000	02/11 PD MERCHANDISE	9.98
			110-03-53110-389-000	2/11 ST MERCHANDISE	9.90
			521-09-50101-375-000	02/11 AR MERCHANDISE	2.78
				..... CHECK TOTAL	532.74
104388	3/23	SYMBOL ARTS, LLC	110-02-52103-367-000	2/11-PD BADGES/ACCES	82.50
104389	3/23	SNAP-ON INDUSTRIAL	110-03-53103-361-000	3/11-ST TOOLS/REPAIR	99.60
			110-03-53103-361-000	3/11-ST TOOLS/REPAIR	93.50
			 CHECK TOTAL	193.10
104390	3/23	TIME WARNER CABLE	110-01-51102-233-000	3/9-4/8/11-DP BROADB	74.95

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
104391	3/23	ACCURINT	110-02-52101-219-000	02/11 PD SEARCHES/LO	93.10
104392	3/23	PARCEL & BUSINESS SOLUTIONS	110-01-51306-312-000	2/11-UPS SERVICES	105.55
			520-09-50301-311-000	2/11-UPS SERVICES	20.67
			520-09-50106-311-000	2/11-UPS SERVICES	10.35
				..... CHECK TOTAL	136.57
104393	3/23	WISCONSIN TITLE CLOSING	110-00-21106-000-000	2010 TAX-10614 67 ST	1.74
104394	3/23	ALLDATA, LLC	110-02-52203-316-000	ALL DATA SUBSCRIPT.	1,200.00
104395	3/23	SAFEWAY PEST CONTROL CO., INC	110-02-52203-246-000	2/11-FD EXTERMINATIN	161.00
			520-09-50202-246-000	2/11-TD EXTERMINATIN	55.00
			110-01-51801-246-000	2/11-MB EXTERMINATIN	32.00
			110-03-53116-246-000	2/11-WA EXTERMINATIN	25.00
			520-09-50401-246-000	2/11-TD EXTERMINATIN	24.00
			520-09-50202-246-000	2/11-TD EXTERMINATIN	24.00
			110-02-52110-246-000	2/11-PD EXTERMINATIN	23.00
				..... CHECK TOTAL	344.00
104396	3/23	LAW ENFORCEMENT ASSOC.	110-02-52109-365-000	AUDIO RECEIVER	3,035.00
104397	3/23	ERICKSON AUTO TRIM	630-09-50101-393-000	03/11 SE #2235 UPHOL	125.00
104398	3/23	AIRGAS NORTH CENTRAL	206-02-52205-389-000	03/11 FD #3 OXYGEN C	74.65
			206-02-52205-389-000	03/11 FD #5 OXYGEN C	50.35
			110-05-55109-344-000	02/11 PA INDUSTRIAL	46.52
			206-02-52205-389-000	02/11 FD #3 OXYGEN C	16.91
				..... CHECK TOTAL	188.43
104399	3/23	AURORA MEDICAL GROUP	110-01-51303-216-000	02/11 SCREENS	750.00
			520-09-50101-216-000	02/11 SCREENS	170.00
			110-02-52103-219-000	02/11 SCREENS	65.00
				..... CHECK TOTAL	985.00
104400	3/23	GRECO, JAMES	110-00-21109-000-000	COURT PMT #V643144	30.00
104401	3/23	DORR, ANN M	110-00-21109-000-000	COURT PMT-D DRECHNEY	50.00
104402	3/23	MORAN, LIAM	110-00-21905-000-000	ORIBILETTI-3/12/11	100.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
104403	3/23	POPE, ROBERTA	110-00-46394-000-000	APPLIANCE STICKER	15.00
104404	3/23	LAVIOLETTE, STEPHEN	110-00-46394-000-000	APPLIANCE STICKER	15.00
104405	3/23	COSSMAN, PATTY S	110-00-21904-000-000	CASH BOND-J COSSMAN	1,141.10
104406	3/23	ENGEN, MITCH	110-02-52601-226-000	02/11 CELL PHONE	14.68
104407	3/23	DURKEE, MARY	110-00-11211-000-000	2011 GOLF FUNDS	2,400.00
104408	3/23	MUTCHLER, VINCENT L.	110-09-56405-166-000	3/15-4/15/11 PPD	1,092.00
104409	3/23	COOPER, DANIEL	110-02-52107-263-000	3/15/11-MILWAUKEE	8.00
104410	3/25	ZURICH NORTH AMERICA	110-09-56401-271-000	COMM STOR TANK	534.00
104411	3/25	CHESTER ELECTRONICS SUPPLY	110-01-51801-389-000	03/11 MB PARTS & MAT	45.88
			110-01-51102-539-000	03/11 PD PARTS & MAT	22.48
			630-09-50101-393-000	03/11 SE PARTS & MAT	15.00
			110-03-53103-385-000	03/11 ST PARTS & MAT	1.59
				..... CHECK TOTAL	84.95
104412	3/25	CLERK OF CIRCUIT COURT	409-11-50904-581-000	TITLE/TEMP EASEMENT	35,098.93
104413	3/25	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	3/11-ST ELECTRICAL M	102.91
104414	3/25	ALPHA TERRA SCIENCE, INC	420-11-50706-589-000	ADD'L ACTIVITIES	940.00
104415	3/25	HWY C SERVICE	501-09-50106-361-000	3/11-PA SERVICE/PART	43.24
			110-05-55109-344-000	3/11-PA SERVICE/PART	41.74
				..... CHECK TOTAL	84.98
104416	3/25	INTERSTATE ELECTRIC SUPPLY	110-03-53109-375-000	3/11-ST ELECTRICAL S	48.30
			110-03-53109-375-000	3/11-ST ELECTRICAL S	45.36
			110-03-53109-375-000	3/11-ST ELECTRICAL S	33.00
			501-09-50105-246-000	3/11-SW ELECTRICAL S	3.49
			110-03-53103-389-000	3/11-ST ELECTRICAL S	2.84
				..... CHECK TOTAL	132.99
104417	3/25	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	03/25/11 CITY HRLY	15,173.00
			110-00-21562-000-000	03/25/11 WATER HRLY	4,299.85
			110-00-21562-000-000	03/25/11 MUSEUM HRLY	205.00
			 CHECK TOTAL	19,677.85

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
104418	3/25	KENOSHA CITY EMPLOYEE'S	110-00-21553-000-000	03/25/11 CITY HRLY	537.62
			110-00-21553-000-000	03/25/11 WATER HRLY	250.30
			110-00-21553-000-000	03/25/11 MUSEUM HRLY	26.34
				..... CHECK TOTAL	814.26
104419	3/25	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	03/25/11 CITY HRLY	104.41
			110-00-21541-000-000	03/25/11 WATER HRLY	54.20
			110-00-21541-000-000	03/25/11 MUSEUM HRLY	34.17
				..... CHECK TOTAL	192.78
104420	3/25	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	12/24/10 R PFEFFER	4,837.00
			110-09-56405-161-000	2/26/11 W ARNOLD	637.11
			110-02-52101-219-000	02/11 11-022642 LAB	52.00
			110-09-56405-161-000	6/24/06 K KOPESKY	7.50
				..... CHECK TOTAL	5,533.61
104421	3/25	NOTARY BOND RENEWAL SERVICE	110-01-51303-219-000	D. DRAKE	25.00
104422	3/25	RACINE COUNTY	110-00-21109-000-000	COURT PYMT V473917	6.00
104423	3/25	VAN'S GAS SERVICE INC	110-03-53116-246-000	2/11-WA PROPANE GAS	20.40
			110-03-53103-355-000	2/11-ST PROPANE GAS	10.20
				..... CHECK TOTAL	30.60
104424	3/25	WE ENERGIES	520-09-50301-221-000	#13 01/31-03/01	10,051.54
			110-03-53109-221-000	#13 02/10-03/13	1,186.75
			110-03-53109-221-000	#13 02/14-03/15	1,112.32
			110-03-53109-221-000	#13 02/16-03/17	1,081.19
			110-03-53109-221-000	#13 02/14-03/16	923.20
			110-02-52203-221-000	#13 02/11-03/14	908.49
			110-03-53109-221-000	#13 01/25-02/23	806.80
			110-02-52203-221-000	#13 02/10-03/13	686.89
			110-03-53109-221-000	#13 02/16-03/16	674.44
			110-03-53109-221-000	#13 02/15-03/16	523.55
			110-02-52203-222-000	#13 02/09-03/10	507.98
			110-02-52203-222-000	#13 02/10-03/13	339.53
			110-05-55109-221-000	#13 02/15-03/16	284.98
			110-03-53103-221-000	#13 02/09-03/10	283.15
			110-05-55109-221-000	#14 02/09-03/10	269.84
			110-05-55109-222-000	#13 02/09-03/10	204.93
			110-03-53116-221-000	#13 02/15-03/16	197.57
			110-05-55109-221-000	#13 02/14-03/15	179.40
			110-05-55102-221-000	#13 02/14-03/15	145.23
			110-03-53109-221-000	#13 02/09-03/10	140.37
			110-05-55102-221-000	#13 02/13-03/14	89.23
			110-05-55109-221-000	#13 02/08-03/09	68.54
			110-05-55109-221-000	#13 02/10-03/11	63.37
			110-05-55109-221-000	#13 02/16-03/17	37.80
			632-09-50101-221-000	#13 02/15-03/16	33.33

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			519-09-50106-221-000	#13 02/09-03/10	27.01
			110-05-55109-221-000	#13 02/13-03/14	16.72
			110-05-55109-222-000	#13 02/13-03/14	8.41
				..... CHECK TOTAL	20,852.56
104425	3/25	WIS RETIREMENT SYSTEM	110-00-21625-000-000	02/11 PENSION	681,087.89
			110-02-52203-153-000	02/11 PENSION	11,500.51
			110-00-21521-000-000	02/11 PENSION	4,870.00
			110-02-52103-153-000	02/11 PENSION	939.44
				..... CHECK TOTAL	698,397.84
104426	3/25	STATE OF WISCONSIN	110-00-21901-999-000	02/11 COURT COSTS	29,566.64
			110-00-21911-999-000	02/11 COURT COSTS	17,791.49
			110-00-45104-999-000	02/11 COURT COSTS	13,510.68
				..... CHECK TOTAL	60,868.81
104427	3/25	PULERA AUTO CARE CENTER	110-03-53103-711-000	FLEET 3100 REPAIRS	2,205.35
104428	3/25	WE ENERGIES	110-03-53109-221-000	INSTALL 6415 35 AVE	500.00
104429	3/25	PAYNE & DOLAN INC.	110-03-53103-355-000	2/11-ASPHALT MATERIA	2,731.70
104430	3/25	WEST GROUP	110-01-50301-322-000	2/11-LE ONLINE MATER	715.65
			110-01-50301-322-000	2/11-LE SUBSCRIPTION	64.75
				..... CHECK TOTAL	780.40
104431	3/25	SECRETARY OF STATE	110-01-51303-219-000	D. DRAKE	20.00
104432	3/25	INLAND DETROIT DIESEL	110-02-52203-344-000	ENGINE REPAIR	2,260.06
			630-09-50101-393-000	TRANSYND 55 GAL DRUM	1,663.93
				..... CHECK TOTAL	3,923.99
104433	3/25	BATTERIES PLUS LLC	630-09-50101-393-000	03/11 SE #2504 BATTE	60.50
104434	3/25	CHASE BANK KENOSHA	110-00-21513-000-000	3/25/11 HRLY DEDUCTS	21,483.98
			110-00-21612-000-000	3/25/11 HRLY DEDUCTS	11,097.64
			110-00-21511-000-000	3/25/11 HRLY DEDUCTS	7,517.70
			110-00-21614-000-000	3/25/11 HRLY DEDUCTS	2,624.27
			110-00-21514-000-000	3/25/11 HRLY DEDUCTS	2,624.13
			 CHECK TOTAL	45,347.72

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
104435	3/25	NORTH AMERICAN SALT CO.	630-09-50101-393-000 630-09-50101-393-000	SEASONAL FILL SALT VENDOR RESERVE SALT CHECK TOTAL	52,732.67 951.00 53,683.67
104436	3/25	HOLLAND SUPPLY, INC.	630-09-50101-393-000 630-09-50101-393-000 521-09-50101-344-000	3/11-CE HYDRAULIC FI 3/11-CE HYDRAULIC FI 3/11-AR HYDRAULIC FI CHECK TOTAL	311.44 158.61 22.50 492.55
104437	3/25	NATIONAL CONSTRUCTION RENTAL	217-06-51630-259-000 217-06-51630-259-000	TEMPORARY PANELS SANDBAGS CHECK TOTAL	2,101.32 280.00 2,381.32
104438	3/25	SHELBLE & HEMMER, S.C.	110-00-21581-000-000	03/25/11 B GARRETT	121.76
104439	3/25	DOWNING, JESSE	110-01-50101-265-000	1/11-3/11 TECHNOLOGY	390.00
104440	3/25	REYES, ANNA	110-02-52102-219-000	CASE 11-035447	37.50
104441	3/25	MISNER, RAYMOND	110-01-50101-265-000	1/11-3/11 TECHNOLOGY	390.00
104442	3/25	M-B COMPANIES, INC.	521-09-50101-344-000 521-09-50101-344-000	RUNWAY SWEEPER PARTS RUNWAY SWEEPER PARTS CHECK TOTAL	1,386.76 105.42 1,492.18
104443	3/25	PITNEY BOWES	110-01-51306-311-000	SUPPLIES MAIL EQUIP	87.54
104444	3/25	WIS DEPT OF ADMINISTRATION	501-09-50101-322-000	DOT STANDARD SPEC	160.25
104445	3/25	INTERNATIONAL ASSOC OF	110-02-52201-323-000	J THOMSEN DUES	204.00
104446	3/25	LIBERTY TIRE RECYCLING SVCS	205-03-53118-219-000	03/11 TIRE RECYCLING	1,872.65
104447	3/25	NUDO, ANTHONY	110-01-50101-265-000	1/11-3/11 TECHNOLOGY	390.00
104448	3/25	HUMANA CLAIMS	611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527	03/23/11 MED CLAIMS 03/24/11 MED CLAIMS 03/24/11 PHARMACY 03/23/11 PHARMACY CHECK TOTAL	117,827.04 24,697.94 7,098.73 1,910.59 151,534.30

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
104449	3/25	AT&T	110-01-51801-225-000	02/11 ONE NET CHRGS	206.44
			110-00-14401-000-000	02/11 ONE NET CHRGS	21.82
			110-00-15202-000-000	02/11 ONE NET CHRGS	16.88
			520-09-50301-225-000	02/11 ONE NET CHRGS	14.97
				..... CHECK TOTAL	260.11
104450	3/25	HUMANA INSURANCE CO	611-09-50101-155-517	04/11 PREMIUM	72,091.44
			611-09-50101-155-518	04/11 PREMIUM	29,975.24
			611-09-50101-155-519	04/11 PREMIUM	4,921.04
			611-09-50101-155-525	04/11 PREMIUM	3,557.25
			611-09-50101-155-518	03/11 ADJ	22.32
			611-09-50101-155-525	03/11 ADJ	72.25CR
			611-09-50101-155-518	04/11 PREMIUM	75.33CR
			611-09-50101-155-519	03/11 ADJ	76.72CR
			611-09-50101-155-518	03/11 ADJ	467.32CR
			611-09-50101-155-517	03/11 ADJ	1,123.92CR
				..... CHECK TOTAL	108,751.75
104451	3/25	US CELLULAR	110-03-53103-226-000	03/11 ST-CELL AIRTM	157.54
			501-09-50103-226-000	03/11 INTERNET CARD	40.71
			501-09-50103-226-000	02/11 INTERNET CARD	40.71
			501-09-50103-226-000	02/11 SW-CELL AIRTM	37.04
			501-09-50103-226-000	01/11 INTERNET CARD	30.21
			501-09-50103-226-000	01/11 SW-CELL AIRTM	22.44
			110-03-53103-226-000	03/11 ST-CELL SERVC	15.00
			205-03-53118-226-000	01/11 WA-CELL AIRTM	7.88
			205-03-53118-226-000	02/11 WA-CELL SERVC	6.00
			205-03-53118-226-000	01/11 WA-CELL SERVC	6.00
			205-03-53118-226-000	02/11 WA-CELL AIRTM	5.02
			520-09-50401-227-000	02/11 TD-CELL SERVC	3.00
			520-09-50401-227-000	01/11 TD-CELL SERVC	3.00
			501-09-50103-226-000	02/11 SW-CELL SERVC	3.00
			501-09-50103-226-000	01/11 SW-CELL SERVC	3.00
			205-03-53119-226-000	03/11 ST-CELL SERVC	3.00
			205-03-53119-226-000	03/11 ST-CELL AIRTM	1.49
			520-09-50401-227-000	02/11 TD-CELL AIRTM	1.05
			520-09-50401-227-000	01/11 TD-CELL AIRTM	.94
				..... CHECK TOTAL	387.03
104452	3/25	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	03/25/11 L SAYLOR	36.04

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
104453	3/25	MALLERY & ZIMMERMAN, SC	110-00-21581-000-000	03/25/11 CHRISTERSON	133.00
104454	3/25	BENTLEY SYSTEMS, INC.	631-09-50101-233-000	LICENSE & MAINT.	4,869.00
			501-09-50103-233-000	LICENSE & MAINT.	797.00
			110-01-51701-233-000	MICROSTATION SELECT	725.00
				..... CHECK TOTAL	6,391.00
104455	3/25	WISCONSIN COUNCIL 40	110-00-21553-000-000	03/25/11 CITY HRLY	3,084.90
			110-00-21553-000-000	03/25/11 WATER HRLY	1,438.50
			110-00-21553-000-000	03/25/11 MUSEUM HRLY	279.30
				..... CHECK TOTAL	4,802.70
104456	3/25	BOGDALA, DAVID	110-01-50101-265-000	1/11-3/11 TECHNOLOGY	390.00
104457	3/25	BOSTROM, STEVE	110-01-50101-265-000	1/11-3/11 TECHNOLOGY	390.00
104458	3/25	GREEN, LAWRENCE	110-01-50101-265-000	1/11-3/11 TECHNOLOGY	390.00
104459	3/25	HAUGAARD, ERIC	110-01-50101-265-000	1/11-3/11 TECHNOLOGY	390.00
104460	3/25	KENNEDY, ANTHONY	110-01-50101-265-000	1/11-3/11 TECHNOLOGY	390.00
104461	3/25	LAMACCHIA, ROCCO	110-01-50101-265-000	1/11-3/11 TECHNOLOGY	390.00
104462	3/25	MICHALSKI, JAN	110-01-50101-265-000	1/11-3/11 TECHNOLOGY	264.00
104463	3/25	OHNSTAD, TOD	110-01-50101-265-000	1/11-3/11 TECHNOLOGY	390.00
104464	3/25	ORTH, MICHAEL	110-01-50101-265-000	1/11-3/11 TECHNOLOGY	390.00
104465	3/25	PROZANSKI, DANIEL	110-01-50101-265-000	1/11-3/11 TECHNOLOGY	390.00
104466	3/25	RUFFALO, THEODORE	110-01-50101-265-000	1/11-3/11 TECHNOLOGY	390.00
104467	3/25	CORPORATE CUP-KENOSHA YMCA	611-09-50102-259-000	2011 REGISTRATION	75.00
104468	3/25	AUTUMN SUPPLY	520-09-50202-249-000	DEGREASER	806.00
			520-09-50201-382-000	264 ROLL TOWELS	433.40
			520-09-50201-361-000	STEP LADDER	208.00
			520-09-50202-249-000	ABSORBANT PADS	176.00
			520-09-50201-382-000	TOILET PAPER	49.00
			 CHECK TOTAL	1,672.40

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
104469	3/25	FASTENAL COMPANY	501-09-50105-357-000	3/10 SW TOOLS OR MAT	147.13
			110-03-53103-344-000	3/10 ST TOOLS OR MAT	98.34
			630-09-50101-393-000	03/11 SE TOOLS OR MA	62.20
				..... CHECK TOTAL	307.67
104470	3/25	MENARDS (KENOSHA)	501-09-50105-357-000	2/11-SW MERCHANDISE	290.34
			110-03-53103-361-000	3/11-ST MERCHANDISE	248.89
			110-03-53110-389-000	2/11-ST MERCHANDISE	99.00
			110-05-55109-344-000	3/11-PA#2330 MERCHAN	79.99
			110-05-55109-357-000	3/11-PA RETURN MERCH	14.38CR
				..... CHECK TOTAL	703.84
104471	3/25	DELL COMPUTERS	110-01-51102-539-000	PC	607.52
104472	3/25	UKE'S HARLEY-DAVIDSON/BUELL	110-02-52103-344-000	ANTI NOISE PAD	94.95
			110-02-52103-344-000	ANTI NOISE PAD	94.95
				..... CHECK TOTAL	189.90
104473	3/25	BELLE CITY FIRE EXTINGUISHER	632-09-50101-235-000	03/11 SE EXTINGUISHE	291.00
			110-02-52203-389-000	03/11 FD #5 EXTINGUI	25.90
				..... CHECK TOTAL	316.90
104474	3/25	PLATINUM SYSTEMS	110-01-51102-539-000	SERVER	5,517.18
			110-01-51102-539-000	HARDWARE - BACKUP	1,352.40
			110-01-51102-539-000	BACKUP SOFTWARE	1,175.12
			110-01-51102-539-000	WARRANTY - UPGRADE	397.00
				..... CHECK TOTAL	8,441.70
104475	3/25	WIS SCTF	110-00-21581-000-000	03/25/11 HRLY DEDUCT	898.42
104476	3/25	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	03/25/11 J PETRILLO	139.82
104477	3/25	KENOSHA COUNTY TREASURER	110-00-21910-999-000	2/11 FEES COLLECTED	14,634.74
			110-00-21901-999-000	2/11 FEES COLLECTED	4,918.40
			110-00-21910-999-000	2/11 FEES COLLECTED	300.00
				..... CHECK TOTAL	19,853.14
104478	3/25	GRAINGER	521-09-50101-344-000	3/11-AR PARTS/MATERI	180.83
			630-09-50101-393-000	3/11-SE PARTS/MATERI	103.84
			521-09-50101-375-000	3/11-AR PARTS/MATERI	69.22
			521-09-50101-382-000	3/11-AR PARTS/MATERI	17.26
			630-09-50101-393-000	3/11-SE PARTS/MATERI	14.16
			 CHECK TOTAL	385.31

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
104479	3/25	NATIONAL ELEVATOR INSP SVS	110-01-51801-242-000	INSPECTION 02/08/11	83.00
104480	3/25	TIME WARNER CABLE	110-01-51102-233-000	3/17-4/16-MB RR	252.95
104481	3/25	APWA	631-09-50101-323-000	2011 MEMBER FEE	1,290.00
104482	3/25	BOUND TREE MEDICAL, LLC	206-02-52205-318-000	01/11 FD MEDICAL SUP	1,524.00
			206-02-52205-318-000	03/11 FD MEDICAL SUP	1,163.28
			206-02-52205-318-000	03/11 FD MEDICAL SUP	143.20
			206-02-52205-318-000	03/11 FD MEDICAL SUP	125.80
				..... CHECK TOTAL	2,956.28
104483	3/25	MILWAUKEE SPRING &	630-09-50101-393-000	3/11-SE PARTS/LABOR	1,647.54
104484	3/25	RIMKUS, JASON	761-09-50101-111-000	03/16-31/11 SERVICES	1,840.80
			761-00-21514-000-000	03/16-31/11 SERVICES	26.69CR
			761-00-21511-000-000	03/16-31/11 SERVICES	77.31CR
			761-00-21599-000-000	03/16-31/11 SERVICES	92.04CR
			761-00-21512-000-000	03/16-31/11 SERVICES	102.40CR
			761-00-21513-000-000	03/16-31/11 SERVICES	216.00CR
				..... CHECK TOTAL	1,326.36
104485	3/25	PIRO, RALPH	761-09-50101-111-000	03/16-31/11 SERVICES	872.31
			761-00-21514-000-000	03/16-31/11 SERVICES	12.65CR
			761-00-21599-000-000	03/16-31/11 SERVICES	25.00CR
			761-00-21511-000-000	03/16-31/11 SERVICES	36.64CR
			761-00-21512-000-000	03/16-31/11 SERVICES	37.30CR
			761-00-21513-000-000	03/16-31/11 SERVICES	74.00CR
				..... CHECK TOTAL	686.72
104486	3/25	FLANNERY FIRE PROTECTION INC	501-09-50105-246-000	03/11 ST INSPECTION	378.90
			110-03-53103-246-000	03/11 ST INSPECTION	330.00
				..... CHECK TOTAL	708.90
104487	3/25	RUFFALO, G JOHN	110-01-50101-265-000	1/11-3/11 TECHNOLOGY	390.00
104488	3/25	RUFFALO, G JOHN	110-01-50101-261-000	3/09 236 MILES	118.00
104489	3/25	AIRGAS NORTH CENTRAL	632-09-50101-389-000	2/11 SE INDUSTRIAL G	122.62
			206-02-52205-389-000	2/11 FD #4 OXYGEN CY	42.32
			206-02-52205-389-000	2/11 FD #7 OXYGEN RE	21.14
			206-02-52205-344-000	2/11 FD #4 OXYGEN CY	21.11
			206-02-52205-389-000	2/11 FD #5 OXYGEN CY	16.91
			206-02-52205-344-000	2/11 FD #7 OXYGEN CY	16.91
			 CHECK TOTAL	241.01

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
104490	3/25	RED THE UNIFORM TAILOR	110-02-52103-365-000	2/11 POLICE UNIFORMS	350.15
			110-02-52206-367-000	2/11 FD UNIFORMS	205.50
			110-02-52103-367-000	3/11 POLICE UNIFORMS	92.00
			110-02-52206-367-000	3/11 FD UNIFORMS	68.75
			110-02-52103-367-000	2/11 POLICE UNIFORMS	40.95
			110-02-52103-365-000	2/11 PD CREDIT	42.95CR
				..... CHECK TOTAL	714.40
104491	3/25	WIS SUPREME COURT	110-01-52001-264-000	CONT ED 5/11-4/12	625.00
104492	3/25	AURORA MEDICAL GROUP	520-09-50101-216-000	02/11 SCREENS	250.00
104493	3/25	OCCUCARE SYSTEMS & SOLUTIONS	110-09-56405-161-000	3/15/10 B MILLER	574.94
			110-09-56405-161-000	3/15/10 B MILLER	445.20
				..... CHECK TOTAL	1,020.14
104494	3/25	KENOSHA OPEN MRI	110-09-56405-161-000	12/8/09 W THOMAS II	1,300.00
104495	3/25	AURORA HEALTH CARE	110-09-56405-161-000	12/30/10 J KUNZ	2,199.12
			110-09-56405-161-000	2/2/11 J ZELLER	486.72
			110-09-56405-161-000	12/8/09 W THOMAS II	252.65
			110-09-56405-161-000	2/2/11 J ZELLER	198.88
			110-09-56405-161-000	2/2/11 J ZELLER	139.92
			110-09-56405-161-000	11/19/10 J BILL	139.92
			110-09-56405-161-000	12/8/09 W THOMAS II	134.64
				..... CHECK TOTAL	3,551.85
104496	3/25	ENHANCED MED IMG OF KENOSHA	110-09-56405-161-000	12/8/09 W THOMAS II	72.38
104497	3/25	JOINTS IN MOTION MEDICAL LLC	110-09-56405-161-000	12/30/10 J KUNZ	682.50
104498	3/25	CONLEY, LOUISE	110-00-21905-000-000	BEACHHOUSE 3/20/11	300.00
104499	3/25	KOHN LAW FIRM S.C.	110-00-21581-000-000	03/25/11 D LARSON	176.50
104500	3/25	GULAS, MARK & LISA	409-11-50904-581-000	TITLE/TEMP EASEMENT	13,150.00
104501	3/25	LASCH, ROBERT	110-00-46394-000-000	APPLIANCE STICKER	15.00
104502	3/25	GEROU, LOUIS	110-00-46394-000-000	APPLIANCE STICKER	15.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
104503	3/25	HUMPHREY, JILL	110-00-21109-000-000	COURT PYMNT V564410	5.00
104504	3/25	LABATORE, JOSEPH	110-02-52107-263-000	3/6-18/11 EVANSTON	224.00
104505	3/25	CARTER, SCOTT	110-01-51303-144-000	SPRING 2011 TUITION	728.80
104506	3/25	DEMARIO, JOHN	110-02-52107-263-000	3/6-18/11 EVANSTON	224.00
104507	3/25	CEPRESS, TIMOTHY J	110-01-51303-144-000	SPRING 2011 TUITION	1,044.00
104508	3/30	BINDELLI BROTHERS, INC	110-09-56501-259-569	3/11 704 75 ST BOARD	250.00
			110-09-56501-259-569	3/11 2006 54 ST BOAR	72.12
				..... CHECK TOTAL	322.12
104509	3/30	VIKING ELECTRIC SUPPLY	110-02-52203-246-000	3/11-FD#3 ELECTRICAL	89.50
			110-03-53109-375-000	1/11-ST ELECTRICAL M	47.84
				..... CHECK TOTAL	137.34
104510	3/30	KENOSHA ANIMAL HOSPITAL	213-09-50101-381-000	1/11-CHICO-VET TABS	87.00
104511	3/30	KENOSHA JOINT SERVICES	110-02-52111-251-000	04/11 JOINT SERVICES	255,366.00
			110-02-52202-251-000	04/11 JOINT SERVICES	63,840.75
				..... CHECK TOTAL	319,206.75
104512	3/30	KENOSHA CITY EMPLOYEE'S	110-00-21553-000-000	03/31/11 CITY SAL	240.63
			110-00-21553-000-000	03/31/11 WATER SAL	80.21
				..... CHECK TOTAL	320.84
104513	3/30	KENOSHA CO HUMANE SOCIETY	110-04-54102-254-000	03/11 ANIMAL CONTRL	11,283.50
104514	3/30	UNITED WAY OF KENOSHA COUNTY	110-00-21562-000-000	03/31/11 CITY SAL	48,296.42
			110-00-21562-000-000	03/31/11 LIBRARY SAL	8,723.50
			110-00-21562-000-000	03/31/11 WATER SAL	7,727.50
				..... CHECK TOTAL	64,747.42
104515	3/30	LABOR PAPER, THE	110-01-50101-321-000	3/11-ZONING ORDS	36.28
104516	3/30	UNITED HOSPITAL SYSTEMS INC	110-02-52101-219-000	2/11-#11-019500 LAB	52.00
			110-02-52101-219-000	2/11-#11-019837 LAB	52.00
			110-02-52101-219-000	2/11-#11-021124 LAB	52.00
			110-02-52101-219-000	2/11-#11-023074 LAB	52.00
			 CHECK TOTAL	208.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
104517	3/30	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	3/31/11 DEDUCTS	93,532.00
104518	3/30	MONROE TRUCK EQUIPMENT	630-09-50101-393-000	3/11-SE#1995 PARTS	238.70
104519	3/30	FIRST SUPPLY CO.	110-05-55109-249-000 501-09-50104-344-000	3/11 PA SUPPLIES AND 3/11 SW SUPPLIES AND CHECK TOTAL	142.52 61.19 203.71
104520	3/30	WINGFOOT COMMERCIAL TIRE	630-09-50101-393-000	2/11-CE TIRES/TUBES	6,933.67
104521	3/30	WILLKOMM INC., JERRY	520-09-50106-341-000	03/11 FUEL	25,351.04
104522	3/30	WE ENERGIES	286-06-50202-259-000 286-06-50211-259-000 286-06-50203-259-000 758-09-50110-259-850 286-06-50210-259-000 286-06-50213-259-000 286-06-50302-259-000 284-06-50302-259-000 286-06-50205-259-000 461-11-51001-581-000 286-06-50212-259-000	#5242192 UTILITIES #5242179 UTILITIES #5242184 UTILITIES 1/27-2/27 UTLITIES #5242171 UTILITIES #5247825 UTILITIES #5247828 UTILITIES #5247827 UTILITIES #5242174 UTILITIES 4702 36 AVE-UTILS #5242187 UTILITIES CHECK TOTAL	155.11 139.25 128.85 127.18 108.24 98.42 96.52 89.29 77.86 56.38 44.82 1,121.92
104523	3/30	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	03/31/11 H TOLBERT	206.20
104524	3/30	KENOSHA WATER UTILITY	461-11-51001-581-000 420-11-50703-589-000 420-11-50703-589-000 420-11-50703-589-000 521-09-50101-223-000 521-09-50101-223-000	4702 36 AVE-SWU 4710 47 AVE-SWU 4722 47 AVE-SWU 4722 47 AVE-SWU 9911 38 ST-SWU 10100 38 ST-SWU CHECK TOTAL	327.41 53.78 42.46 34.23 30.87 17.62 506.37
104525	3/30	WIS FUEL & HEATING INC	630-09-50101-393-000	3/11-CE LUBRICANTS/O	72.00
104526	3/30	DOVER FLAG & MAP	110-05-55109-389-000 110-05-55109-389-000 110-05-55109-389-000 110-05-55109-389-000 110-05-55109-389-000 110-05-55109-389-000 110-05-55109-389-000 110-05-55109-389-000 110-05-55109-389-000 110-05-55109-389-000 110-05-55109-389-000	USA FLAG USA FLAGS STATE OF WI FLAG POW MIA FLAG US COAST GUARD FLAG US NAVY FLAG US MARINES FLAG USA FLAGS US AIR FORCE FLAG US ARMY FLAG CHECK TOTAL	1,192.50 500.00 325.00 325.00 290.00 290.00 290.00 275.00 145.00 145.00 3,777.50

START DATE FOR SUMMARY: 3/16 END DATE FOR SUMMARY: 3/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
104527	3/30	CHIEF CORPORATION	110-02-52103-369-000	GUNRCK REM870 POL	403.19
			110-02-52103-369-000	7160-0086-23" PLATE,	58.38
				..... CHECK TOTAL	461.57
104528	3/30	LARK UNIFORM, INC.	110-02-52103-367-000	3/11-PD#428 UNIFORM	126.90
104529	3/30	CHASE BANK KENOSHA	110-00-21513-000-000	3/31/11 SAL DEDUCTS	209,740.30
			110-00-21612-000-000	3/31/11 SAL DEDUCTS	72,745.83
			110-00-21511-000-000	3/31/11 SAL DEDUCTS	49,279.68
			110-00-21614-000-000	3/31/11 SAL DEDUCTS	21,590.43
			110-00-21514-000-000	3/31/11 SAL DEDUCTS	21,590.40
				..... CHECK TOTAL	374,946.64
104530	3/30	AT&T	110-02-52110-225-000	3/10-4/09 657-3937	73.68
			110-02-52201-225-000	3/10-4/09 657-6133	39.02
			524-05-50101-227-000	3/10-4/09 657-3107	38.78
			521-09-50101-225-000	3/10-4/09 658-0870	38.78
				..... CHECK TOTAL	190.26
104531	3/30	FEDEX	110-01-51306-312-000	3/03/11 DPT HOUSING	28.99
104532	3/30	TDS METROCOM	110-01-51801-227-000	1/28-3/1 FD-3 LINES	179.72
			110-01-51801-225-000	1/28-3/1 FD-3 LINES	7.31
				..... CHECK TOTAL	187.03
104533	3/30	FIREFIGHTERS ASSOC/KENOSHA	110-00-21515-000-000	3/31/11 DEDUCTS	4,200.00
104534	3/30	FIREFIGHTERS LOCAL 414	110-00-21554-000-000	03/31/11 SAL DEDUCT	10,651.75
			110-00-21554-000-000	03/31/11 SAL DEDUCT	76.75
				..... CHECK TOTAL	10,728.50
104535	3/30	PAT'S SERVICES, INC.	217-06-51630-259-000	PORTABLE TOILET	90.00
104536	3/30	LINCOLN CONTRACTORS SUPPLY	110-03-53103-361-000	3/11-ST TOOLS/SUPPLI	247.19
			501-09-50105-235-000	3/11-SW TOOLS/SUPPLI	127.88
			501-09-50105-344-000	3/11-SW TOOLS/SUPPLI	124.64
				..... CHECK TOTAL	499.71
104537	3/30	JOHNSON PAINTING	463-11-50601-589-000	4122 5TH AVE-REHAB	4,120.00
			254-06-50444-259-000	#5246006 REHAB	1,080.00
				..... CHECK TOTAL	5,200.00

START DATE FOR SUMMARY: 3/16 END DATE FOR SUMMARY: 3/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
104538	3/30	KPSOA	110-00-21552-000-000	3/31/11 DEDUCTS	875.00
104539	3/30	KENOSHA PROFESSIONAL POLICE	110-00-21557-000-000	3/31/11 DEDUCTS	7,928.46
104540	3/30	LOCAL 168	110-00-21551-000-000	3/31/11 SAL DEDUCTS	59.00
104541	3/30	LEE'S RENT IT	286-06-50302-259-000 110-05-55109-282-000	#5242161 - LIFT 3/11-PA EQUIPMENT RE CHECK TOTAL	106.46 95.92 202.38
104542	3/30	PETCO ANIMAL SUPPLIES	213-09-50101-381-000 213-09-50101-381-000	2/11-PET FOOD/SUPPLI 2/11-PET FOOD/SUPPLI CHECK TOTAL	102.44 95.43 197.87
104543	3/30	M-B COMPANIES, INC.	521-09-50101-344-000	RE-DELIVERY CHARGES	47.00
104544	3/30	PITNEY BOWES	110-01-51306-282-000	3/11-MACHINE LEASE/M	364.00
104545	3/30	MG TRUST COMPANY	761-09-50101-151-000 761-00-21599-000-000	03/11 PIRO/RIMKUS 03/11 PIRO/RIMKUS CHECK TOTAL	234.08 234.08 468.16
104546	3/30	MESSERLI & KRAMER P.A.	110-00-21581-000-000	03/31/11 A PAURA	69.55
104547	3/30	JAMES IMAGING SYSTEMS, INC.	631-09-50101-232-000 631-09-50101-232-000 110-03-53101-232-000 110-03-53101-232-000 501-09-50101-232-000 501-09-50101-232-000	03/11 PW-COPIER MNT 02/11 PW-COPIER MNT 03/11 PW-COPIER MNT 02/11 PW-COPIER MNT 03/11 PW-COPIER MNT 02/11 PW-COPIER MNT CHECK TOTAL	66.57 66.57 66.57 66.57 66.56 66.56 399.40
104548	3/30	HUMANA CLAIMS	611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527	03/28/11 MED CLAIMS 03/25/11 MED CLAIMS 03/28/11 PHARMACY 03/25/11 PHARMACY 03/29/11 MED CLAIMS 03/29/11 PHARMACY CHECK TOTAL	120,087.09 25,285.90 22,230.11 8,640.33 6,713.94 3,399.58 186,356.95

START DATE FOR SUMMARY: 3/16 END DATE FOR SUMMARY: 3/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
104549	3/30	US CELLULAR	110-02-52601-226-000	03/11 DH-CELL AIRTM	77.49
			110-01-51801-226-000	03/11 MB-CELL AIRTM	69.06
			631-09-50101-226-000	03/11 EN-CELL AIRTM	31.27
			110-05-55109-226-000	03/11 PA-CELL AIRTM	31.14
			110-02-52601-226-000	03/11 DH-CELL SERVC	29.60
			632-09-50101-226-000	01/-02/11 CELL PHONE	18.69
			110-05-55101-226-000	03/11 PA-CELL AIRTM	8.87
			631-09-50101-226-000	03/11 EN-CELL SERVC	6.00
			110-05-55109-226-000	03/11 PA-CELL SERVC	6.00
			110-01-51801-226-000	03/11 MB-CELL SERVC	6.00
			205-03-53118-226-000	03/11 WA-CELL AIRTM	4.00
			520-09-50401-227-000	03/11 TD-CELL SERVC	3.00
			205-03-53118-226-000	03/11 WA-CELL SERVC	3.00
			110-05-55111-226-000	03/11 PA-CELL SERVC	3.00
			110-05-55101-226-000	03/11 PA-CELL SERVC	3.00
			110-05-55111-226-000	03/11 PA-CELL AIRTM	2.55
			520-09-50401-227-000	03/11 TD-CELL AIRTM	.74
		..... CHECK TOTAL		303.41	
104550	3/30	CUMMINS NPOWER, LLC	630-09-50101-393-000	PARTS FOR 2386	2,707.94
			630-09-50101-393-000	PARTS FOR 2386	1,718.28
			630-09-50101-393-000	PARTS FOR 2386	1,138.85
				..... CHECK TOTAL	5,565.07
104551	3/30	WASTE MANAGEMENT OF WI	110-03-53117-253-416	03/11 1025.13 TONS	22,552.86
			110-03-53117-253-416	03/11 WDNR TONNAGE	13,326.69
			110-03-53117-253-417	03/11 93.15 TONS	2,049.30
			110-03-53117-253-417	03/11 12 COMPT PULLS	1,896.00
			110-03-53117-253-416	03/11 FUEL SURCHARGE	1,580.84
			110-03-53117-253-417	03/11 WDNR TONNAGE	1,210.95
			501-09-50105-253-000	03/11 48.89 TONS	1,075.58
			501-09-50105-253-000	03/11 WDNR TONNAGE	635.57
			110-03-53117-253-416	03/11 ENVIRO SURCHG	300.00
			110-03-53117-253-417	03/11 FUEL SURCHARGE	277.33
			501-09-50105-253-000	03/11 FUEL SURCHARGE	77.74
			110-03-53117-253-417	03/11 ENVIRO SURCHG	72.00
			501-09-50105-253-000	03/11 ENVIRO SURCHG	24.00
				..... CHECK TOTAL	45,078.86
104552	3/30	VEOLIA ENVIROMENTAL SERVICES	217-06-51630-259-000	DUMPSTER	494.80
			217-06-51630-259-000	DUMPSTER	31.74
				..... CHECK TOTAL	526.54

START DATE FOR SUMMARY: 3/16 END DATE FOR SUMMARY: 3/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
104553	3/30	WISCONSIN COUNCIL 40	110-00-21553-000-000	03/31/11 CITY SAL	1,351.35
			110-00-21553-000-000	03/31/11 WATER SAL	450.45
				..... CHECK TOTAL	1,801.80
104554	3/30	KAHLE WHOLESALE FLOORING INC	286-06-50203-259-000	#5242329 - CARPET	160.00
104555	3/30	ASE	110-02-52203-264-000	D. BRAGUE 5/05,10,12	306.00
			110-02-52203-264-000	W. THOMAS 5/05,5/10	276.00
				..... CHECK TOTAL	582.00
104556	3/30	LAKESIDE CLEANERS	110-02-52203-259-000	2/11-FD LAUNDRY SERV	928.40
104557	3/30	CHAPTER 13 TRUSTEE	110-00-21581-000-000	03/31/11 B MIFFLIN	419.00
			110-00-21581-000-000	03/31/11 H DARBY	283.00
				..... CHECK TOTAL	702.00
104558	3/30	FORCE AMERICA	630-09-50101-393-000	3/11 SE PARTS/MATERI	2,209.11
104559	3/30	MENARDS (KENOSHA)	403-11-50904-589-000	ACRYLIC SHEETING	3,839.28
			501-09-50105-344-000	03/11 SW MERCHANDISE	126.40
			110-03-53109-375-000	03/11 ST MERCHANDISE	123.99
			110-05-55109-361-000	03/11 PA MERCHANDISE	67.25
			286-06-50302-259-000	#5249191 MATERIALS	38.95
			501-09-50105-344-000	03/11 SW MERCHANDISE	38.75
			110-05-55103-249-000	03/11 PA MERCHANDISE	30.02
			286-06-50302-259-000	#5249191 MATERIALS	20.92
			110-05-55109-344-000	03/11 PA #2368 MERCH	14.33
			286-06-50302-259-000	#5249191 MATERIALS	13.30
			286-06-50302-259-000	#5249191 MATERIALS	9.96
			110-05-55109-244-000	03/11 PA #2368 MERCH	4.99
			403-11-50904-589-000	03/11 ST RETURN	599.28CR
				..... CHECK TOTAL	3,728.86
104560	3/30	SHERWIN INDUSTRIES	110-03-53103-355-000	3/11-COLD PATCH PROD	2,286.29
104561	3/30	GOODNOUGH, BRUCE C.	110-01-52001-219-000	SUB JUDGE 5 DAYS	750.00
104562	3/30	WIS SCTF	110-00-21581-000-000	3/31/11 SAL DEDUCTS	7,571.78
104563	3/30	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	03/31/11 M RIVERA	278.00

START DATE FOR SUMMARY: 3/16 END DATE FOR SUMMARY: 3/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
104564	3/30	WIS DEPT OF REVENUE	761-09-56507-259-000	1-3/31/11 DEDUCTS	22.12
104565	3/30	WIS DEPT OF TRANS-TV RP UNIT	110-02-52103-257-000	03/11 REPLENISH	5,000.00
104566	3/30	TIME WARNER CABLE	110-01-51102-233-000	3/19-4/18/11-SE- RR	152.95
104567	3/30	ARAMARK	110-01-51801-246-000	02/11 MB ENTRANCE MA	98.28
			110-01-51801-246-000	01/11 MB ENTRANCE MA	98.28
			520-09-50202-246-000	02/11 TD ENTRANCE MA	41.64
			520-09-50202-246-000	1/11 TD ENTRANCE MAT	41.64
			110-03-53116-246-000	02/11 WA ENTRANCE MA	38.88
			110-03-53116-246-000	1/11 WA ENTRANCE MAT	37.76
			632-09-50101-246-000	02/11 SE ENTRANCE MA	15.55
			632-09-50101-246-000	1/11 SE ENTRANCE MAT	15.10
				..... CHECK TOTAL	387.13
104568	3/30	MOORE INDUSTRIAL HARDWARE	110-02-52203-344-000	RUBBER SEAL	67.48
104569	3/30	BUILDING INSPECTORS ASSOC	110-02-52601-264-000	2011 DUES-R BAUMANN	50.00
104570	3/30	CARLIN HORT, SUPPLIES	110-05-55103-353-000	FAFARD 2 MIX	1,463.42
			110-05-55103-353-000	GREEN SHIELD #16-115	153.32
				..... CHECK TOTAL	1,616.74
104571	3/30	WHOLESALE DIRECT INC	630-09-50101-393-000	3/11-SE PARTS/MATERI	138.00
			110-02-52203-344-000	3/11-FD PARTS/MATERI	39.51
			110-02-52203-344-000	3/11-FD PARTS/MATERI	20.55
				..... CHECK TOTAL	198.06
104572	3/30	RESTAURANT DEPOT	524-05-50101-397-000	ITEMS- GOLF COURSE	522.52
104573	3/30	WMS AQUATICS	110-05-55111-369-000	LIFELINE	353.91
			110-05-55111-369-000	BEACH UMBRELLA	222.84
			110-05-55111-249-000	RELIEF VALVE	60.48
			110-05-55111-246-000	VACUUM GAUGE	52.50
			110-05-55111-246-000	PRESSURE GAUGE	48.50
			110-05-55111-361-000	LEAF SKIMMER	29.60
				..... CHECK TOTAL	767.83
104574	3/30	FLANNERY FIRE PROTECTION INC	501-09-50105-246-000	INSPECTION	416.22

START DATE FOR SUMMARY: 3/16 END DATE FOR SUMMARY: 3/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
104575	3/30	AIRGAS NORTH CENTRAL	110-02-52203-344-000	WELDING SUPPLIES	109.09
104576	3/30	AFLAC	110-00-21535-000-000	2/25-3/25 HRLY DEDCT	642.26
			110-00-21536-000-000	2/25-3/25 HRLY DEDCT	289.14
				..... CHECK TOTAL	931.40
104577	3/30	RED THE UNIFORM TAILOR	110-02-52206-367-000	03/11 FD-UNIFORMS	266.00
			520-09-50101-367-000	01/11 UNIFORM ITEMS	243.30
			520-09-50101-367-000	01/11 UNIFORM ITEMS	241.35
			110-02-52206-367-000	03/11 FD-UNIFORMS	217.50
			110-02-52206-367-000	03/11 FD-UNIFORMS	217.50
			520-09-50101-367-000	01/11 UNIFORM ITEMS	197.85
			520-09-50101-367-000	01/11 UNIFORM ITEMS	155.70
			520-09-50101-367-000	01/11 UNIFORM ITEMS	152.00
			110-02-52206-367-000	03/11 FD-UNIFORMS	145.00
			110-02-52206-367-000	03/11 FD-UNIFORMS	145.00
			110-02-52206-367-000	03/11 FD-UNIFORMS	145.00
			110-02-52206-367-000	03/11 FD-UNIFORMS	145.00
			520-09-50101-367-000	01/11 UNIFORM ITEMS	144.45
			520-09-50101-367-000	02/11 UNIFORM ITEMS	121.55
			520-09-50101-367-000	01/11 UNIFORM ITEMS	115.90
			520-09-50101-367-000	01/11 UNIFORM ITEMS	102.25
			520-09-50101-367-000	02/11 UNIFORM ITEMS	89.75
			520-09-50101-367-000	02/11 UNIFORM ITEMS	77.40
			110-02-52206-367-000	03/11 FD-UNIFORMS	75.32
			110-02-52206-367-000	03/11 FD-UNIFORMS	67.25
			520-09-50101-367-000	02/11 UNIFORM ITEMS	62.85
			520-09-50101-367-000	02/11 UNIFORM ITEMS	62.85
			520-09-50101-367-000	01/11 UNIFORM ITEMS	62.85
			520-09-50101-367-000	02/11 UNIFORM ITEMS	21.90
				..... CHECK TOTAL	3,275.52
104578	3/30	SPECTERA, INC.	110-00-21534-000-000	03/11 DEDUCTS	1,619.55
104579	3/30	SECURE PRODUCTS CORP	110-01-51201-311-000	SECURITY BAGS	171.23
104580	3/30	J D BENEFITS, INC	110-00-21517-000-000	3/16-31/11 DEDUCTS	813.49
104581	3/30	APEX ALARM SYSTEMS INC.	286-06-50212-259-000	#5242200 - ALARM	1,054.40
			286-06-50210-259-000	#5242200 - ALARM	443.40
			286-06-50209-259-000	#5242200 - ALARM	443.40
			286-06-50206-259-000	#5242200 - ALARM	443.40
			284-06-50302-259-000	#5242201 - ALARM	443.40
			286-06-50210-259-000	#5242200 - ALARM	324.00
			286-06-50209-259-000	#5242200 - ALARM	324.00
			286-06-50206-259-000	#5242200 - ALARM	324.00
			284-06-50302-259-000	#5242201 - ALARM	324.00
				..... CHECK TOTAL	4,124.00

START DATE FOR SUMMARY: 3/16 END DATE FOR SUMMARY: 3/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
104582	3/30	EASTON, GEORGE H	110-01-52001-219-000	SUB JUDGE 6 DAYS	900.00
104583	3/30	LGIP-INVESTMENTS CITY	110-00-11301-000-000	2010 RE LOTTERY CR	1,922,018.40
			110-00-11301-000-000	2010 MOBILE HOME CR	33,179.56
				..... CHECK TOTAL	1,955,197.96
104584	3/30	NATHANIELS REHAB & REMODEL	254-06-50491-259-000	#5247971 REHAB	3,100.00
104585	3/30	KRASS, ANTHONY	110-00-46394-000-000	APPLIANCE STICKER	15.00
104586	3/30	BIASEW	110-02-52601-264-000	IECC R.BAUMANN	45.00
104587	3/30	MAKI, MICHAEL	110-00-21538-000-000	LINCOLN FINANCIAL	10.69
104588	3/30	REINING, BRIAN F.	110-00-21538-000-000	LINCOLN FINANCIAL	23.33
104589	3/30	JOHNSON, THOMAS	110-00-21538-000-000	LINCOLN FINANCIAL	18.04
104590	3/30	LESNIAK, THOMAS	110-00-21538-000-000	LINCOLN FINANCIAL	50.55
104591	3/30	LUELLEN, JONATHAN	110-00-21538-000-000	LINCOLN FINANCIAL	14.38
104592	3/30	CLARK, KAREN	110-00-21538-000-000	LINCOLN FINANCIAL	28.92
104593	3/30	BROWN, JEANNETTE	520-09-50101-367-000	2011 UNIFORM ALLOW	100.00
104594	3/30	RAZAA, LATEEF	110-09-56405-166-000	3/08-4/08/11 PPD	1,222.00
104595	3/30	KONZ, HEIDI	110-00-21538-000-000	LINCOLN FINANCIAL	36.01
104596	3/30	HANNES, MARY	110-00-21538-000-000	LINCOLN FINANCIAL	22.62
104597	3/30	FOX, DANA	110-00-21538-000-000	LINCOLN FINANCIAL	33.34
104598	3/30	DAHL, STEVEN	110-00-21538-000-000	LINCOLN FINANCIAL	17.18
104599	3/30	COLBERT, JETAUN	110-00-21538-000-000	LINCOLN FINANCIAL	26.83
104600	3/30	LAWLOR, PAULA	110-00-21538-000-000	LINCOLN FINANCIAL	57.27

START DATE FOR SUMMARY: 3/16 END DATE FOR SUMMARY: 3/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
104601	3/30	GIESE, MARCO	110-00-21538-000-000	LINCOLN FINANCIAL	18.12
104602	3/30	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	03/31/11 CITY SAL	48,296.42
			110-00-21562-000-000	03/31/11 LIBRARY SAL	8,723.50
			110-00-21562-000-000	03/31/11 WATER SAL	7,727.50
				..... CHECK TOTAL	64,747.42

GRAND TOTAL FOR PERIOD ***** 6,078,016.29
LESS CHECK 104514 (REISSUED ON 104602) -64,747.42
6,013,268.87



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

Street Division
 John H. Prijc
 Superintendent
Waste Division
 Rocky Bednar
 Superintendent

DEPARTMENT OF PUBLIC WORKS
 Ronald L. Bursek, P.E., Director

Municipal Building · 625 52nd ST · RM 305 · Kenosha, WI 53140
 Telephone (262) 653-4050 · Fax (262) 653-4056

April 7, 2011

To: G. John Ruffolo, Chairman
 Public Works Committee

David F. Bogdala, Chairman
 Finance Committee

From: Michael M. Lemens, P.E.
 Director of Engineering/City Engineer

[Handwritten signature and date: 4-7-11]

Subject: **Approval of following acquisitions and payment authorized**
Project 10-1025 - 38th Street Reconstruction Phase IV

Parcel	Current Owner	Type of Easement	Acreage	Check Amount
20	Jeffrey J. Gross	Temporary Limited Easement	0.018	\$125.00

RECOMMENDATION

Approve the conveyances of easement and authorize payment.

MML

THE HIGHLAND GROUP

Payment Request

DATE: March 30, 2011

AGENCY: City of Kenosha

ATTENTION: Ms. Cathy Honeyager

FROM: Mr. Stephen D. Simpson

PROJECT I.D.: 10-1025

HIGHWAY: 38th Street

COUNTY: Kenosha

PARCEL #: 20

**ACRES & INTEREST
REQUIRED:** **FEE** *sf/ac* **PLE** *sf/ac* **TLE** 0.018 *sf/ac*

PAYABLE TO: Jeffery J. Gross

10407 38th Street

Kenosha, WI 53144

**SOCIAL SECURITY
/TAXPAYER ID #:** _____

CHECK AMOUNT: \$125.00

COMMENTS: _____

X
(Agency Authorization – signature)

COPY

Document Number
TEMPORARY LIMITED EASEMENT

Exempt from fee: s. 77.25(2r) Wis. Stats.
LPA1577 5/07 (Replaces LPA3042)

THIS EASEMENT, made by Jeffery J. Gross, a single person

GRANTOR, conveys a temporary limited easement as described below to the
CITY OF KENOSHA, a municipal corporation
GRANTEE, for the sum of One Hundred Twenty Five and No/100 Dollars
(\$125.00)

For the purpose of reconstructing slopes, including for such purpose the right to operate the necessary equipment thereon, the right of ingress and egress and the right to preserve, protect, remove or plant thereon any vegetation deemed necessary by the highway authorities.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s.32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other person having an interest of record in the property:

Legal description is attached hereto and made a part hereof by reference.

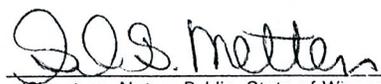
This space is reserved for recording data
Return to
The Highland Group
110 N. Third Street
Watertown, WI 53094
Parcel Identification Number/Tax Key Number
80-4-222-304-0110

X 
(Signature)
Jeffery J. Gross

3-28-11
(Date)

State of Wisconsin)
Kenosha County) ss

On the above date, this instrument was acknowledged before me by the named person(s).


(Signature, Notary Public, State of Wisconsin)
Sandra S Metten
(Print or type name, Notary Public, State of Wisconsin)
11-4-12
(Date Commission Expires)

Project # 10-1025 This instrument was drafted by the City of Kenosha Parcel No. 20

Parcel 20 - Phase 4
Temporary Easement
Jeffery J. Gross
To
City of Kenosha, a Municipal Corporation
Part of Kenosha County Tax Parcel No. 80-4-222-304-0110
Filename: Parcel_20_Phase_4_Easement_0110.doc

A **Temporary Easement** for the right, permission and authority to construct and/or fill slopes on a part of Grantor's property, and for the right, permission and authority to remove and replace a section of driveway (if necessary) on a part of Grantor's property, so that the surface grade, drainage and drive conform to the proposed pavement reconstruction of 38th Street; said easement area being in the Northeast Quarter of Section 30, Town 2 North, Range 22 East of the Fourth Principal Meridian in the Town of Somers, Kenosha County, Wisconsin, and being more particularly described as:

Commencing at the southeast corner of said Quarter Section; thence north along the east line of said Quarter Section, 52.67 feet to the south line of 38th Street and the point of beginning; thence west along the south line of said 38th Street, 97.60 feet; thence south parallel to the east line of said Quarter Section, 5.00 feet; thence east parallel to the south line of said 38th Street, 64.00 feet; thence south parallel to the east line of said Quarter Section, 5.00 feet; thence east parallel to the south line of said 38th Street, 9.00 feet; thence south parallel to the east line of said Quarter Section, 5.00 feet; thence east parallel to the south line of said 38th Street, 24.60 feet; thence north along the east line of said Quarter Section, 15.01 feet to the point of beginning; containing 0.018 acre of land, more or less.

The above described easement shall include for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such purpose, and including the right to preserve, protect, remove or replant any shrubs or vegetation that Grantee deems necessary; said temporary easement will terminate upon completion of said street construction.



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

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

C-4

DEPARTMENT OF PUBLIC WORKS

Ronald L. Bursek, P.E., Director

Municipal Building · 625 52nd ST · RM 305 · Kenosha, WI 53140
 Telephone (262) 653-4050 · Fax (262) 653-4056

April 6, 2011

To: G. John Ruffolo, Chairman
 Public Works Committee

From: Michael M. Lemens, P.E.
 Director of Engineering/City Engineer

Subject: *39th Avenue from 18th Street to 24th Street*
Approve R/W Acquisition on Parcels 1, 2, 3, 4, 5, 9, 10

BACKGROUND/ANALYSIS

As part of the extension of 39th Avenue from 18th Street to 24th Street, the City of Kenosha has acquired the Right of Way for the remaining land needed for the construction to begin in 2011. Appraisals were completed offering prices were made to all of the parcels listed below. Out of the seven (7) listed, parcels 1 and 2 had their own appraisals completed. Public Works staff as well as our acquisition consultant negotiated the two prices listed under parcels 1 & 2 below using the owner's appraisals as authorized. Otherwise all other amounts are what were provided to this committee on December 15, 2010:

<u>PARCEL</u>	<u>OWNER</u>	<u>INTEREST</u>	<u>OFFERING PRICE</u>
Parcel 1	George Uttech	FEE 0.403 acres	\$35,098
Parcel 2	Mark and Lisa Gulas	T.L.E. 0.313 acres FEE 0.475 acres	\$13,150
Parcel 3	Regency Hill-Riverwoods, LLC	T.L.E. 0.237 acres P.L.E. 0.344	\$8,000
Parcel 4	Kenosha County Formerly George W. Pietkiewicz	T.L.E. 0.745 acres FEE 0.721 acres	\$18,400
Parcel 5	Paul J. & Carol D. Dosemagen	T.L.E. 0.028 acres	\$1,000
Parcel 9	Berwick Properties, Inc.	T.L.E. 0.025 acres FEE 50 sq. ft.	\$500
Parcel 10	Berwick Properties, Inc.	T.L.E. 0.300 acres FEE 50 sq. ft.	\$600
Parcel 17	Eliz, LLC (Nominal Price)	T.L.E. 0.403 acres	\$1,000
Parcel 18	Pete & Michelle Lyons(Nominal Price)	T.L.E. 0.017 acres	\$350

(Nominal's calculated based on 10% land value times acreage rounded to nearest \$50)

RECOMMENDATION

Approve the final pay amounts as stated above for the 39th Avenue roadway project.

CC: Ald. Rocco LaMacchia

OFFERING PRICE REPORT AND SUBMITTAL

LPA1894 02/07 (Replaces LPA2001) Ch. 32 Wis. Stats.

Date December 9, 2010	Region
To Mr. Kevin Risch	
From Mr. Stephen D. Simpson	
Owner George Uttech	

We are submitting and recommending the following parcel for approval. The objective review meets the required guidelines. The areas and interests agree with the right of way plat; the owner(s) were given the opportunity to accompany the appraiser; the date of opinion corresponds to the last inspection date; all math calculations are correct or have been noted in the attached appraisals; and the certificate of appraiser is included.

Review Comments

ACQUISITION OF

Fee Simple 0.403 acres/sq. ft.	Permanent Limited Easement acres/sq. ft.
Highway Easement acres/sq. ft.	Temporary Limited Easement 0.127 acres/sq. ft.
Access Rights <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Other acres/sq. ft.

APPROVED BY THE CITY OF KENOSHA

Having made a complete review of this property, an analysis of the appraisal(s) submitted, and in consideration of all supporting material included, it is my opinion that the total loss or damage is:

\$ _____

(Review Appraiser)

(Date)

Project ID 3831-06-00	County Kenosha	Parcel 1
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December 6, 2010

Kevin K. Risch, P. E.
Assistant City Engineer
City of Kenosha, DPW
625 - 52nd Street
Kenosha, WI 53140

Re: Parcel No. 1, (George H Uttech, Owner)
Project I. D. 3831-06-00 (39th Ave)

Dear Mr. Risch:

In accordance with your request, this firm appraised the real estate in the Town of Somers, Kenosha County, Wisconsin, identified above. The appraisal is intended to assist you in the negotiations regarding the acquisition of a portion of the property in conjunction with a planned roadway improvement project. In keeping with your instructions, the appraisal was made in compliance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970 and follows the guidelines set by Uniform Appraisal Standards for Federal Land Acquisitions.

A careful inspection of the subject property was made on several occasions during the past several weeks. The final viewing was made on November 2, 2010, without the owner. Due consideration was given to all factors which influence value and compensation. The attached report contains the appraiser's estimate of compensation due and a synopsis of the factors considered when developing this estimate. Please note the limiting conditions under which this value estimate is made. They are found within the report.

Based on my analysis, it is my professional opinion that there will be no loss in market value as a result of the proposed acquisition and project. In fact, the property will see an increase in value and a gain in value of \$17,800. As such, there is no compensation due the owner as a result of the proposed acquisition.

Should you require additional information or have any questions, please call.

Sincerely,



Gene A. Bock, SRA, ASA, CRP, CRA
Wisconsin Certified Appraiser No. 311-010
Senior Appraiser, Southern Wisconsin Appraisal

Enc

active in the subject property type and marketing area. Sales are verified by both examinations of records and interviews with participants in the sale. These sales were compared with the subject in a "matched paired analysis". Once reasonably adjusted for variance with the subject this information was utilized to reconcile a value indication from the market as of the effective date of value. This approach is typically the best indication of value for a property such as the subject and was given sole reliance within this report.

When multiple approaches are used, the value indicated by each of the three approaches must be correlated into a single estimate of the property's worth. A simple mathematical average is not used. Instead, the appraiser must weigh the relative strengths and weaknesses of each approach as it relates to the subject and balance each with his knowledge of the market.

Per the requirements set by the Federal Highway Administration, the appraiser valued the subject site (land) by comparing the subject site directly with similar pieces of property that recently sold. The cost analysis and income analysis were not considered to be applicable within this appraisal problem and were not used. The omission of the cost and income approaches does not affect the reliability of the land value estimate in this case. Although the cost approach was not used to value the full property, costs may have been used to value minor items located within the acquisition area, where applicable.

Separate Entity: The appraiser considered evaluating the area of the proposed fee acquisition as a separate entity. However, in the appraiser's opinion, the proposed acquisition is too oddly shaped and/or too narrow to hold utility in itself and is not marketable as an individual parcel. Its only possible use would be in conjunction with an abutting property, primarily the subject site. As the area of acquisition has no distinct and separate use other than to the subject, the separate entity analysis was *not* considered applicable and was *not* used.

Land Valuation - Before the Acquisition (Before Condition): To value the subject site in its current conditions, the appraiser identified a number of sales of vacant sites and several current offerings that are similar to the subject site. These comparable properties were selected from the general area of the subject and from the market from which the subject would be sold. The primary selection criteria considered was their outer location, availability of sewer, its zoning and larger than standard lot size. Features such as amount of wetland (if any), configuration, and date of sale were also found to be the primary factors considered important in the market. It should be noted that no land sales were knowingly excluded from the analysis that would contribute to a final estimate of value different from that presented in the appraisal.

It should be noted that sales of larger than standard sized lots were very limited. As a result the appraiser also considered several offerings and several older sales for this analysis. As the market has seen little changes in market conditions with no appreciation, the use of older sales does not lessen the reliability of this analysis.

All of the land sales analyzed involve the purchase of the fee simple interest of real estate. This is also the basis upon which the subject parcel is being appraised and valued. Therefore, no adjustments were required to account for a difference in the property interest purchased. The sales did not involved special financing that would have assisted the buyers with the purchase of

the land. As such, no financing (cash equivalency) adjustments were needed or made. The sales used in this analysis are considered to be the best indication of current market activity. The sales considered most comparable are summarized below:

COMPARABLE LAND SALES SUMMARY TABLE

No.	Address	Date	Sale Price	Acres	Price/Acre
1.	10038 29th Ave	12/2008	\$94,000	1.060	\$88,679
2.	3017 94th Place	11/2008	\$220,000	3.430	\$64,140
3.	20th Place	11/2010	\$239,900	5.010	\$47,884
4.	1747 32nd Ave	11/2010	\$139,000	1.010	\$137,624

- Land Sale No 1 is the 2008 sale of a 1.06 acre site located in the Village of Pleasant Prairie, Kenosha County, Wisconsin. This site is located in a developing area with newer homes. It is located in an area that has municipal sewer and sewer is available however private well would be required for residential use. There is an older home on this site but the selling Realtor indicated that the home was of no value and should be removed. The estimated razing costs for the buyer are \$6,000 to raze the home. This parcel sold in December, 2008 for \$88,000. With the razing costs, the total purchase equates to \$94,000. Total price equates to \$88,679 per acre for this 1.06-acre parcel. A new home is to be built on this site.
- Land Sale No 2 is the 2008 sale of a 3.43 acre parcel in the Village of Pleasant Prairie, Kenosha County, Wisconsin. This parcel is situated at the end of a cul-de-sac which is directly east of the intersection of Springbrook Rd (CTH ML) and 94th Place. This site was split from a larger parcel and municipal water and sewer are available. It is a large parcel that is fully wooded. It was marketed as a wooded single family home site. This parcel is well suited for residential use. This parcel sold in November, 2008 for \$220,000 which equates to \$64,140 per acre.
- Land List No 3 is the current listing of a 5.01 acre lot in the City of Kenosha, Kenosha County, Wisconsin. This lot is located in a newly established subdivision on the north side of Kenosha known as Riverwoods Subdivision. This is a wooded lot that is improved with municipal sewer and water. The parcel is well suited for residential use. This lot is currently listed for \$239,900 which equates to \$47,884 per acre.
- Land List No 4 is the current listing of a 1.01 acre site that is located in an upper market development in the City of Kenosha, Kenosha County, Wisconsin. This site is located in an upper scale subdivision known as Hunter's Ridge. This lot is fully improved with municipal water, sewer, curb and gutter and abuts a small pond. Its pond view adds to its appeal and value. This lot previously sold in 2007 for \$167,000 and was purchased for an investment. It has been exposed to the market for 585 days with an original asking price of \$174,900. It is currently listed for \$139,000 which equates to \$137,624 per acre. As this asking is below its 2007-sale price, this demonstrates a slightly declining market. This lot is well suited for residential use.

These sales were then compared to the subject for differences in features and characteristics. These differences were then used to establish the subject's site value. To do so, percentage adjustments have been made for salient differences between the sales and the subject site. These adjustments were based on a paired sales analysis as well as the appraiser's knowledge and

experience. In a paired sales analysis, two sale properties are similar except for one respect; the comparison of these properties would indicate a reasonable adjustment for the difference. The adjustments and differences found are outlined in the Market Analysis Summary Chart that follows. A more detailed description of each of the comparable sales used in this report may be found in the addenda.

Market Analysis - Direct Sales Analysis									
Development Land Sales - Summary									
Value As of:	Nov-10	BEFORE CONDITION							
Item	Subject	LAND SALE NO. 1 RES 28-1125 275,359		LAND SALE NO. 2 RES 28-1101 275,359		LAND SALE NO. 3 RES 210-96 275,359		LAND SALE NO. 4 RES 210-99 275,359	
Address		29th Ave		94th Place		20th Place		32nd Ave	
City		Pleasant Prairie		Pleasant Prairie		Kenosha		Kenosha	
County		Kenosha Co.		Kenosha Co.		Kenosha Co.		Kenosha Co.	
Seller		Laubenstein		Victory Baptist Church		Regency Hills		Graf	
Sales Price		\$94,000		\$220,000		\$239,900		\$139,000	
Price/Acre		\$88,679		\$64,140		\$47,884		\$137,624	
Price/Sq Ft		\$2.04		\$1.47		\$1.10		\$3.16	
Sale Date	Nov-10	Dec-08		Nov-08		Nov-10		Nov-10	
Time Adj.	0%	0%		0%		0%		0%	
Motivation		Arms Length		Arms Length		OFFERING		OFFERING	
Financing		Cash Sale		Cash Sale		Conv Mtg		Conv Mtg	
Market Adj.		0%		0%		-6%		-6%	
Adjusted Price		\$94,000		\$220,000		\$225,506		\$130,660	
Adj. \$ / Acre		\$88,679		\$64,140		\$45,011		\$129,366	
Adj. \$ / Sq Ft		\$2.04		\$1.47		\$1.03		\$2.97	
Features	Subject	Desc	%	Desc	%	Desc	%	Desc	%
Size (Acre)	1.73	1.06	-15%	3.43	15%	5.01	25%	1.010	-15%
Size (Sq Ft)	75,359	46,174		149,411		218,236		43,996	
Shape	Standard	Standard		Pie Shape		Standard		Standard	
Topography	Level	Level		Level		Rolling		Level	
Corner	Corner	Interior	-5%	Interior	-5%	Interior	-5%	Interior	-5%
Location	Suburban/Gd	Suburban/Gd		Suburban/Gd		Suburban/Gd		Upper Devl	-10%
Woods	Part Wooded	Part Wooded		Wooded		Wooded		Pond View	-10%
Zoning	RR-2, Res	R-4, Res		Res		RR-2, Res		Res	
H & B Use	SFR Use	SFR Use		SFR Use		SFR Use		SFR Use	
Sewer/Septic	Sewer	Sewer		Sewer		Sewer		Sewer	
Lowland/Wetland	None	None		Minor		Minor		None	
Improvements	Vacant	Vacant		Vacant		Vacant		Vacant	
Net Adj. (%)			-20%		10%		20%		-40%
Net Adj. (\$)			-\$17,736		\$6,414		\$9,002		-\$51,747
Indicated \$/Acre			\$70,943		\$70,554		\$54,013		\$77,620

Note: All calculations within this analysis were completed to 16-digits for accuracy. The displayed numerals are truncated values that represent the product of the original 16-digit calculation.

Brief Outline of Appraiser's Reasoning: The appraiser found that the unit of comparison most recognized by the market is the price per acre. The appraiser's analyses are based on this standard. The appraiser's analyses are based on this standard. Following is a summary of the major differences and adjustments found between the subject and sales.

Market Conditions (Time): Due to speculation and changing mortgage interest rates, indicators of market appreciation varied. It was determined that the market had appreciated steadily during 2004, 2005 and into early 2006. Market activity shows the market had a noticeable slow-down in mid 2006 and into 2007. These soft market conditions continue today. After reviewing the market, it is the professional opinion of the appraiser that the market had no noticeable appreciation since mid-2006. There were no noticeable market changes and no appreciation since that time. Consequently, sales after mid-2006 did not receive an adjustment for market changes as the market is considered to be flat since 2006.

Two of the comparables used are current offerings that have not yet sold. Land Listings No. 3 and 4 were adjusted downward to reflect their probable sales price.

Size: Analysis showed larger sites sell at a lower unit value than smaller sites. Land Sale No. 1 and Land List No. 4 are both smaller lots. As smaller lots sell at higher unit values, each was adjusted downward to reflect their smaller lot size. Land Sales No. 2 and 3 are both larger and these land sales were adjusted upward to reflect their larger size.

Corner Sites: An analysis of the market indicates that reluctance is seen in corner lots over other lots. Buyers slightly discount sites that are located on corners as these sites have greater visibility and less privacy for residential use. As a result, corner lots are generally considered slightly inferior. A slight downward adjustment was needed to each sale and offering as the subject is a corner lot.

Location: All of the sales are located within the subject's general market area and are influenced by the same or similar location and economic factors. One sale, however, is located within an upper market development, a location that the market considers to be superior over most other Kenosha locations. As a result of its upper market location, Land Sale No. 4 required a modest downward adjustment to reflect this fact. It also abuts a small pond and is preferable in its view amenity. An additional downward adjustment was made to reflect its pond view.

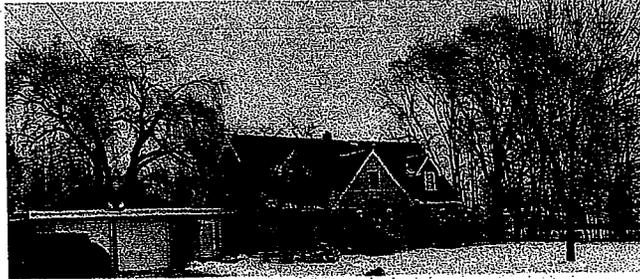
Conclusion of Site Value (Before Condition)

The appraiser found that the unit of comparison most recognized by the market is the price per acre. In this appraisal, and analysis, comparisons are based on this standard. All of the sales used were located within the subject's general market area and are influenced by similar market factors. Like the subject, they are all larger than standard area lots and would reflect a lower unit value than a normal smaller lot. As a result of their size and location, they were considered to be good indications of the subject site's unit value. After adjusting for differences, the sales/offerings indicated a unit value that ranged from \$54,000 per acre to \$77,600 per acre (rounded). Most of the comparables indicated a unit value that fell between \$71,000 and \$77,600 per acre. This would indicate a unit value above \$71,000 for the subject's 1.73-acre site.

Considering the sales activity in the area and the analysis shown in the summary above, it is the appraiser's opinion that the base unit value of the subject site is \$74,000 per acre. The contributory value of the subject site was found to be \$128,000 (1.73-acre x \$74,000 per acre, rounded). This calculation and the unit value range set by the sales can be found in the following table:

Indicated Site Value		
Minimum	\$54,013	Per Acre
Median	\$70,749	Per Acre
Average	\$68,283	Per Acre
Maximum	\$77,620	Per Acre
Concluded Value	\$74,000	Per Acre
Site Size	1.730	Acre
Indicated Value	\$128,020	
Value (Rnd)	\$128,000	

A SUMMARY APPRAISAL OF



GEORGE H. UTTECH PROPERTY

2nd

- Located at -
3906 - 24th Street
Parcel No. 07-222-23-426-010
City of Kenosha, Kenosha County, Wisconsin

- Prepared For -
George H. Uttech

- Prepared By -
Michael A. Pitts, WCGA #334
&
J. Martin Hogan Jr. #387
&
Andrew M. Pitts, WCGA # 1456

DATE OF VALUATION/DAMAGES/LOSS
January 13, 2011

.....
This appraisal has been prepared by the staff of Pitts Brothers & Associates LLC for the sole use and benefit of George H. Uttech. The information contained in this report should not be relied upon, without independent verification, by any other person or entity other than George H. Uttech.
.....

Property Type: The subject property consists of 1.73 acres improved with a two-story wood duplex residence containing 2,749 square feet of total living area.

Damage/Loss Conclusion: THIRTY-FOUR THOUSAND EIGHT HUNDRED DOLLARS
(\$34,800.00)

Southeastern Wisconsin's Premier Real Estate Appraisers, Brokers, & Consultants
6309 - 60th Street - Suite 100 - Kenosha, Wisconsin 53144 • Phone: 262-654-4900 • Email: marty@pittsbros.com

Project - No. 3831-06-00

George H. Uttech - Parcel No. 1

January 30, 2011

George H. Uttech
7634 – Cooper Road
Kenosha, Wisconsin 53142-4123

Dear Mr. Uttech:

In accordance with your request, we have made an investigation and summary appraisal of:

GEORGE H. UTTECH PROPERTY
3906 – 24th Street, Parcel No. 07-222-23-426-010
City of Kenosha, Kenosha County, Wisconsin

The appraisal was made for the purpose of expressing an opinion of the market value in order to estimate just compensation under Wisconsin State Statute 32.09 due the subject property owner for the proposed acquisition and temporary limited easement acquired of the subject property according to Wisconsin State Statute 32.09, as of January 13, 2011, the date of the inspection of the property. We understand that our valuation opinions and report will be utilized in conjunction with determining just compensation due the subject property owner from the City of Kenosha Department of Public Works due to the proposed acquisition and temporary limited easement acquired of the subject property under its power of eminent domain.

The term “Fee Simple Interest” as used here is defined as the market value of the fee simple interest as, the absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police powers, and escheat.¹

1. The Appraisal of Real Estate, Twelfth Edition, page 23.

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Project – No. 3831-06-00

George H. Uttech – Parcel No. 1

B. PITTS BROTHERS & Associates, LLC

MARKET VALUE BEFORE THE ACQUISITION

Discussion of Land Sales

The land sales summarized below provide an indication of value, before adjustments, between \$0.93 and \$3.56 per square foot. The comparable sales are residential vacant land uses. In comparing the sales to the subject, primary adjustments for date of sale, zoning, utilities, land amenities shape, topography, and location would be required. We have concluded that the market from year 2008 to the present has been stagnate and in some locations decreased; however in the opinion of the appraiser the sales used before year 2008 were experiencing an appreciation rate of 0% to 3% per year. This conclusion was determined by reviewing the Multiple Listing Data, discussions with real estate appraisers and brokers, and the experience and judgment of the appraiser. The sales included in the following summary table are considered the most pertinent sales. (Comparable Sales **Bolded** indicate sales used in comparable chart and the locational map). The vacant land parcel sizes are rounded. Our market investigation focused on the following parameters:

<i>Location</i>	Kenosha County with emphasis on single family residential land use
<i>Highest & Best Use</i>	Residential zoned or potential for such zoning.
<i>Size</i>	21,098 square feet to 149,411 square feet.
<i>Date of Sale</i>	2008 to Present

The sales included in the following summary table are considered the most pertinent sales, based upon the parameters described above. A brief description of the most pertinent sales of land used as comparables is listed on the following pages. (Comparable Sales **Bolded in black** indicate sales used in comp chart for the parcels).

LAND SALES SUMMARY

Comp. No.	Date	Price (\$)	Size (Acres)	Size (Sq. Ft.)	Price/Acre	Price/Sq. Ft.
1	5/2010	\$ 89,900	2.14	93,218	\$ 42,009	\$0.96
2	4/2010	\$ 70,000	0.56	24,344	\$125,000	\$2.88
3	12/2009	\$ 122,000	3.00	130,680	\$ 40,667	\$0.93
4	10/2009	\$ 115,000	2.55	111,078	\$ 45,098	\$1.04
5	3/2009	\$ 170,000	3.20	139,392	\$ 53,125	\$1.22
6	12/2008	\$ 76,000	1.61	70,132	\$ 47,205	\$1.08
7	11/2008	\$ 220,000	3.43	149,411	\$ 64,140	\$1.47
8	1/2008	\$ 75,000	0.484	21,098	\$154,959	\$3.56
Subject	N/A	N/A	1.37	75,359	N/A	N/A

Southeastern Wisconsin's Premier Real Estate Appraisers, Brokers, & Consultants

6309 - 60th Street - Suite 100 - Kenosha, Wisconsin 53144 • Phone: 262-654-4900 • Email: marty@pittsbros.com

Project - No. 3831-06-00

George H. Uttech - Parcel No. 1

B. PITTS BROTHERS & Associates, LLC

Based on the Market Approach used in this appraisal, we have concluded a final value estimate for the subject property, after the acquisition, as of January 13, 2011, as follows:

Summary of After Value

Item	Before Value	Cost/Damages	After Value
Land	\$121,000.00	\$28,000.00	\$ 93,000.00
Bldg. Improvement	\$160,000.00	\$ 0.00	\$ 160,000.00
Site Improvements – Asphalt Paving & Fencing	\$ 20,000.00	\$ 1,900.00	\$ 18,100.00
Landscaping	\$ 20,000.00	\$ 4,000.00	\$ 16,000.00
Sub Totals- BEFORE/AFTER	\$321,000.00	\$33,900.00	\$ 287,100.00
Loss: Temporary Limited Easement		<u>\$ 900.00</u>	
TOTALS – LOSS & DAMAGES		\$34,800.00	

SUMMARY AND CONCLUSIONS

The results of the Market Approach are summarized as follows:

BEFORE THE ACQUISITION	\$321,000.00
AFTER THE ACQUISITION	<u>\$287,100.00</u>
ACQUISITION – LOSS	\$ 33,900.00
Temporary Limited Easement	<u>\$ 900.00</u>
TOTAL LOSS AND DAMAGES	\$ 34,800.00

Based on this approach, which's before acquisition value has been established by the application of the Market Approach (Sales Comparison), the decrease or loss in the market value of the property due to the acquisition and easement requirements are concluded at \$34,800.

ALLOCATION:

Acquisition Area	\$28,000.00
Site Improvements	\$ 1,900.00
Landscaping	\$ 4,000.00
Temporary Limited Easement	<u>\$ 900.00</u>
TOTAL LOSS & DAMAGES	<u>\$34,800.00</u>

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Project – No. 3831-06-00

George H. Uttech – Parcel No. 1

OFFERING PRICE REPORT AND SUBMITTAL

LPA1894 02/07 (Replaces LPA2001) Ch. 32 Wis. Stats.

Date December 8, 2010	Region
To Mr. Kevin Risch	
From Mr. Stephen D. Simpson	
Owner Gulas	

We are submitting and recommending the following parcel for approval. The objective review meets the required guidelines. The areas and interests agree with the right of way plat; the owner(s) were given the opportunity to accompany the appraiser; the date of opinion corresponds to the last inspection date; all math calculations are correct or have been noted in the attached appraisals; and the certificate of appraiser is included.

Review Comments

ACQUISITION OF

Fee Simple 0.475 acres/sq. ft.	Permanent Limited Easement acres/sq. ft.
Highway Easement acres/sq. ft.	Temporary Limited Easement 0.313 acres/sq. ft.
Access Rights <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Other acres/sq. ft.

APPROVED BY THE CITY OF KENOSHA

Having made a complete review of this property, an analysis of the appraisal(s) submitted, and in consideration of all supporting material included, it is my opinion that the total loss or damage is:

(Review Appraiser)	(Date)	\$ _____
--------------------	--------	----------

Project ID 3831-06-00	County Kenosha	Parcel 2
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December 2, 2010

Kevin K. Risch, P. E.
Assistant City Engineer
City of Kenosha DPW
625 - 52nd Street
Kenosha, WI 53140

Re: Parcel No. 2, (Mark & Lisa Gulas, Owner)
Project I. D. 3831-06-00 (39th Ave)

Dear Mr. Risch:

In accordance with your request, this firm appraised the real estate in the City of Kenosha, Kenosha County, Wisconsin, identified above. The appraisal is intended to assist you in the negotiations regarding the acquisition of a portion of the property in conjunction with a planned roadway improvement project. In keeping with your instructions, the appraisal was made in compliance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970 and follows the guidelines set by Uniform Appraisal Standards for Federal Land Acquisitions.

A careful inspection of the subject property was made on several occasions during the past several weeks. The final viewing was made on November 2, 2010, with the owner. Due consideration was given to all factors which influence value and compensation. The attached report contains the appraiser's estimate of compensation due and a synopsis of the factors considered when developing this estimate. Please note the limiting conditions under which this value estimate is made. They are found within the report.

Based on my analysis, it is my professional opinion that the amount of compensation due the owner of the subject property as of November 2, 2010 is:

Eleven Thousand Nine Hundred Dollars
\$11,900

Should you require additional information or have any questions, please call.

Sincerely,



Gene A. Bock, SRA, ASA, CRP, CRA
Wisconsin Certified Appraiser No. 311-010
Senior Appraiser, Southern Wisconsin Appraisal

Enc

All of the land sales analyzed involve the purchase of the fee simple interest of real estate. This is also the basis upon which the subject parcel is being appraised and valued. Therefore, no adjustments were required to account for a difference in the property interest purchased. The sales did not involved special financing that would have assisted the buyers with the purchase of the land. As such, no financing (cash equivalency) adjustments were needed or made. The sales used in this analysis are considered to be the best indication of current market activity. The sales considered most comparable are summarized below:

COMPARABLE LAND SALES SUMMARY TABLE

1.	47th Ave	01/2007	\$869,900	37.900	\$22,953
2.	47th Ave at 18th St	01/2006	\$887,800	35.520	\$24,994
3.	5315 18th St	03/2007	\$1,020,000	38.770	\$26,309
4.	18th St (Offering)	11/2010	\$359,000	14.630	\$24,539

- Land Sale No 1 is the January 2007 sale of a 37.90-acre tract that is located just south of the intersection of 18th Street and 47th Ave., City of Kenosha, Kenosha County, Wisconsin. It is a mostly level to slightly rolling parcel that lies in a growing suburban area. This tract contains 37.90-acres with frontage along 47th Ave. It abuts a newly developed single family subdivision and another located across the street. Sanitary sewer and water are both available, offering this site excellent development potential. Its size, location, and availability of sewer/water make this tract well suited for residential development. It was purchased by a local developer for the creation of a residential subdivision. It sold in January 2007 for \$869,900 or \$22,953 per acre.
- Land Sale No 2 is the January 2006 sale of a 35.52-acre parcel that is located at the SW corner of the intersection of 18th Street and 47th Ave., Town of Somers, Kenosha County, Wisconsin. It is located immediately adjacent to the City of Kenosha with a portion of this parcel being in the City. It is a mostly level parcel that lies in a growing suburban area. This tract contains 35.52-acres with frontage along both 47th Ave and 18th Street. Sanitary sewer and water are both available, offering this site development potential. Its size and availability of sewer/water make this tract well suited for residential development. It was purchased by a local developer for the creation of a residential subdivision. It sold in January 2006 for \$887,800 or 24,994 per acre.
- Land Sale No 3 is the March, 2007 sale of a 38.77-acre site located in the Town of Somers, Kenosha County, Wisconsin. It is located just east of Hwy 31 (Green Bay Rd) and 18th St (CTH L). The site was purchased for development of a single family residential subdivision. This site is the combination of 1 large and 1 small parcel. At time of sale, the site was not serviced by municipal water and sewer but sewer service is located nearby. The larger parcel was annexed into the City of Kenosha in 2008, making sewer available for development. This tract is well suited for residential development as it contains no woods or wetlands. It lies mostly level and was cultivated at time of sale. It includes a small home but this home will be razed to allow for development. Cost of removing the home is estimated to be \$20,000. This parcel sold in March, 2007 for \$1,000,000 or \$1,020,000 including razing costs. This equates to \$26,309 per acre.
- Land List No 4 is the current offering of a 14.63-acre parcel that is located just east of the intersection of 18th St (CTH L) and STH 31, in the Town of Somers, Kenosha County, Wisconsin. This tract is located in the growing suburban area of Kenosha. It is a mostly

level parcel that has sanitary sewer available for possible development. The owner had intended to develop this parcel and has submitted preliminary development plans to the City. It is being marketed as a development parcel and has been exposed to the market for roughly 407-days without sale. This site is currently listed for \$359,000 or \$24,539 per acre.

These sales were then compared to the subject for differences in features and characteristics. These differences were then used to establish the subject's site value. To do so, percentage adjustments have been made for salient differences between the sales and the subject site. These adjustments were based on a paired sales analysis as well as the appraiser's knowledge and experience. In a paired sales analysis, two sale properties are similar except for one respect; the comparison of these properties would indicate a reasonable adjustment for the difference. The adjustments and differences found are outlined in the Market Analysis Summary Chart that follows. A more detailed description of each of the comparable sales used in this report may be found in the addenda.

Market Analysis - Direct Sales Analysis									
Development Land Sales - Summary									
Value As of:	Nov-10	LAND SALE NO. 1		LAND SALE NO. 2		LAND SALE NO. 3		LAND SALE NO. 4	
Item	SUBJECT	DEV 2/1-22		DEV 2/6-04		DEV 2/7-23		DEV 2/9-04	
		2517		1477		2512		2518	
Address		47th Avenue		47th Ave		18th Street		18th Street	
City		Kenosha		Ksomers		Kenosha		Somers	
County		Kenosha Co.		Kenosha Co.		Kenosha Co.		Kenosha Co.	
Seller		Infusino		Lichter Trust		Hansen Trust		Talamonti	
Sales Price		\$869,900		\$887,800		\$1,020,000		\$359,000	
Price/Acre		\$22,953		\$24,994		\$26,309		\$24,539	
Price/Sq Ft		\$0.53		\$0.57		\$0.60		\$0.56	
Sale Date	Nov-10	Jan-07		Jan-06		Mar-07		Nov-10	
Time Adj.	0%	0%		-6%		0%		0%	
		\$0		(\$53,268)		\$0		\$0	
Motivation		Arms Length		Arms Length		Arms Length		OFFERING	
Financing		Conv Mtg		Conv Mtg		Conv Mtg		Conv Mtg	
Market Adj.		0%		0%		0%		-8%	
		\$0		\$0		\$0		(\$28,720)	
Adjusted Price		\$869,900		\$834,532		\$1,020,000		\$330,280	
Adj. \$ / Acre		\$22,953		\$23,495		\$26,309		\$22,576	
Adj. \$ / Sq Ft		\$0.53		\$0.54		\$0.60		\$0.52	
Features	Subject	Desc.	%	Desc.	%	Desc.	%	Desc.	%
Size (Acre)	22.72	37.90		35.52		38.77		14.63	
Size (Sq Ft)	989,683	1,650,924		1,547,251		1,688,821		637,283	
Shape	Rectangular	Rectangular		Standard		Rectangular		Rectangular	
Topography	Level	Level		Level		Level		Level	
Corner	Interior	Interior		Corner		Interior		Interior	
Location	Suburban/Gd	Suburban/Gd		Suburban/Gd		Suburban/Gd		Suburban/Gd	
Access	Std	Std		Std		Std		Std	
Zoning	R-2, SFR	A-2, Agr		A-2, Agr		A-2, Agr		A-2, Agr	
H & B Use	Res Devl	Res Devl		Res Devl		Res Devl		Res Devl	
Sewer/Septic	Sewer	Sewer		Sewer		Sewer		Sewer	
Wetlands	None	Minor		None		None		None	
Improvements	Vacant	Vacant		Vacant		As Vacant		Vacant	
Net Adj. (%)			0%		0%		0%		0%
Net Adj. (\$)			\$0		\$0		\$0		\$0
Indicated \$/Acre			\$22,953		\$23,495		\$26,309		\$22,576

Note: All calculations within this analysis were completed to 16-digits for accuracy. The displayed numerals are truncated values that represent the product of the original 16-digit calculation.

Brief Outline of Appraiser's Reasoning: The appraiser found that the unit of comparison most recognized by the market is the price per acre. The appraiser's analyses are based on this

A SUMMARY APPRAISAL OF



MARK D. & LISA K. GULAS PROPERTY

2nd

**- Located at -
2233 - 47th Avenue
Parcel No. 80-4-222-231-0500
Town of Somers, Kenosha County, Wisconsin**

**- Prepared For -
Mark D. & Lisa K. Gulas**

**- Prepared By -
Michael A. Pitts, WCGA #334
&
J. Martin Hogan Jr. #387
&
Andrew M. Pitts, WCGA # 1456**

**DATE OF VALUATION/DAMAGES/LOSS
February 7, 2011**

.....
This appraisal has been prepared by the staff of Pitts Brothers & Associates LLC for the sole use and benefit of Mark D. and Lisa K. Gulas. The information contained in this report should not be relied upon, without independent verification, by any other person or entity other than Mark D. and Lisa K. Gulas.
.....

Property Type: The subject property consists of 22.72 acres of land improved with a two-story aluminum sided single family residence containing 2,282 square feet of total living area.

**Damage/Loss Conclusion: FIFTEEN THOUSAND NINE HUNDRED DOLLARS
(\$15,900.00)**

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Project - No. 3831-06-00

Mark & Lisa Gulas - Parcel No. 2

February 16, 2011

Mark D. & Lisa K. Gulas
2233 – 47th Avenue
Kenosha, Wisconsin 53144-1313

Dear Mr. and Mrs. Gulas:

In accordance with your request, we have made an investigation and summary appraisal of:

MARK D. & LISA K. GULAS PROPERTY
2233 – 47th Avenue, Parcel No. 80-4-222-231-0500
Town of Somers, Kenosha County, Wisconsin

The appraisal was made for the purpose of expressing an opinion of the market value in order to *estimate just compensation under Wisconsin State Statute 32.09 due the subject property owner* for the proposed acquisition and temporary limited easement acquired of the subject property according to Wisconsin State Statute 32.09, as of February 7, 2011, the date of the inspection of the property. We understand that our valuation opinions and report will be utilized in conjunction with determining just compensation due the subject property owner from the City of Kenosha Department of Public Works due to the proposed acquisition and temporary limited easement acquired of the subject property under its power of eminent domain.

The term “*Fee Simple Interest*” as used here is defined as the market value of the fee simple interest as, the absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police powers, and escheat.¹

1. The Appraisal of Real Estate, Twelfth Edition, page 23.

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Project – No. 3831-06-00

Mark & Lisa Gulas – Parcel No. 2

MARKET VALUE BEFORE THE ACQUISITION

Discussion of Land Sales

The land sales summarized below provide an indication of value, before adjustments, between \$14,528 and \$117,751 per acre. The comparable sales are residential vacant land uses. In comparing the sales to the subject, primary adjustments for date of sale, zoning, utilities, land amenities shape, topography, and location would be required. We have concluded that the market from year 2007 to the present has been stagnate and in some locations decreased; however in the opinion of the appraiser the sales used before year 2007 were experiencing an appreciation rate of 1% to 3% per year. This conclusion was determined by reviewing the Multiple Listing Data, discussions with real estate appraisers and brokers, and the experience and judgment of the appraiser. The sales included in the following summary table are considered the most pertinent sales. (Comparable Sales **Bolded** indicate sales used in comparable chart and the locational map). The vacant land parcel sizes are rounded. Our market investigation focused on the following parameters:

<i>Location</i>	Kenosha County with emphasis on single family residential land use
<i>Highest & Best Use</i>	Residential zoned or potential for such zoning.
<i>Size</i>	Approximately 3 acres to 67 acres.
<i>Date of Sale</i>	2007 to Present

The sales included in the following summary table are considered the most pertinent sales, based upon the parameters described above. A brief description of the most pertinent sales of land used as comparables is listed on the following pages. (Comparable Sales **Bolded in black** indicate sales used in comp chart for the parcels).

LAND SALES SUMMARY

Comparable No.	Sales Date	Price	Size (Acre)	Price / Acre
1	7/2010	\$ 650,000	44.74	\$ 14,528
2	5/2009	\$ 492,643	27.65	\$ 17,817
3	2/2009	\$1,747,500	25.26	\$ 68,181
4	12/2008	\$ 398,000	3.38	\$117,751
5	9/2008	\$ 929,954	57.64	\$ 16,134
6	4/2007	\$1,206,000	66.92	\$ 18,022
7	3/2007	\$1,000,000	38.77	\$ 25,793
8	1/2007	\$ 869,900	37.90	\$ 22,953
Subject Parcel	N/A	N/A	22.72	N/A

Gene used
↓
✓
✓

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Project - No. 3831-06-00

Mark & Lisa Gulas - Parcel No. 2

B. PITTS BROTHERS & Associates, LLC

Based on the Market Approach used in this appraisal, we have concluded a final value estimate for the subject property, after the acquisition, as of February 7, 2011, as follows:

Summary of After Value

Item	Before Value	Cost/Damages	After Value
Land	\$636,000.00	\$13,500.00	\$622,500.00
Bldg. Improvement	\$ 85,000.00	\$ 0.00	\$ 85,000.00
Site Improvements – Septic, Well & Asphalt Paving	\$ 10,000.00	\$ 0.00	\$ 10,000.00
Landscaping	<u>\$ 10,000.00</u>	<u>\$ 1,500.00</u>	<u>\$ 8,500.00</u>
Sub Totals- BEFORE/AFTER	\$741,000.00	\$15,000.00	\$726,000.00
Loss: Temporary Limited Easement		<u>\$ 900.00</u>	
TOTALS – LOSS & DAMAGES		\$15,900.00	

SUMMARY AND CONCLUSIONS

The results of the Market Approach are summarized as follows:

BEFORE THE ACQUISITION	\$741,000.00
AFTER THE ACQUISITION	<u>\$726,000.00</u>
ACQUISITION – LOSS	\$ 15,000.00
Temporary Limited Easement	<u>\$ 900.00</u>
TOTAL LOSS AND DAMAGES	\$ 15,900.00

Based on this approach, which's before acquisition value has been established by the application of the Market Approach (Sales Comparison), the decrease or loss in the market value of the property due to the acquisition and easement requirements are concluded at \$15,900.

ALLOCATION:

Acquisition Area	\$13,500.00
Site Improvements	\$ 0.00
Landscaping	\$ 1,500.00
Temporary Limited Easement	<u>\$ 900.00</u>
TOTAL LOSS & DAMAGES	<u>\$15,900.00</u>

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Project – No. 3831-06-00

Mark & Lisa Gulas – Parcel No. 2

December 4, 2010

Kevin K. Risch, P. E.
Assistant City Engineer
City of Kenosha DPW
625 - 52nd Street
Kenosha, WI 53140

Re: Parcel No. 3, (Regency Hills-Riverwoods LLC, Owner)
Project I. D. 3831-06-00 (39th Ave)

Dear Mr. Risch:

In accordance with your request, this firm appraised the real estate in the City of Kenosha, Kenosha County, Wisconsin, identified above. The appraisal is intended to assist you in the negotiations regarding the acquisition of a portion of the property in conjunction with a planned roadway improvement project. In keeping with your instructions, the appraisal was made in compliance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970 and follows the guidelines set by Uniform Appraisal Standards for Federal Land Acquisitions.

A careful inspection of the subject property was made on several occasions during the past several weeks. The final viewing was made on November 2, 2010, without the owner. Due consideration was given to all factors which influence value and compensation. The attached report contains the appraiser's estimate of compensation due and a synopsis of the factors considered when developing this estimate. Please note the limiting conditions under which this value estimate is made. They are found within the report.

Based on my analysis, it is my professional opinion that the amount of compensation due the owner of the subject property as of November 2, 2010 is:

Eight Thousand Dollars
\$8,000

Should you require additional information or have any questions, please call.

Sincerely,



Gene A. Bock, SRA, ASA, CRP, CRA
Wisconsin Certified Appraiser No. 311-010
Senior Appraiser, Southern Wisconsin Appraisal

Enc

used. Instead, the appraiser must weigh the relative strengths and weaknesses of each approach as it relates to the subject and balance each with his knowledge of the market.

Per the requirements set by the Federal Highway Administration, the appraiser valued the subject sites (land) by comparing each site directly with similar pieces of property that recently sold. Because the proposed acquisition does *not* change the highest and best use of the subject, substantially damage the improvements, or provide special benefit to the remainder, it is the professional opinion of the appraiser that omission of the cost and income approaches does not affect the reliability of the land value estimate in this case.

Separate Entity: The appraiser considered evaluating the area of the proposed acquisition as a separate entity. However, in the appraiser's opinion, the proposed acquisition is too oddly shaped and/or too small to hold utility in itself and is not marketable as an individual parcel. Its only possible use would be in conjunction with an abutting property, primarily the subject site. As the area of acquisition has no distinct and separate use other than to the subject, the separate entity analysis was *not* considered applicable and was *not* used.

Land Valuation: The appraiser identified a number of sales of vacant sites and several current offerings that are similar to the subject site. These comparable properties were selected from the general area of the subject and from the market from which the subject would be sold. The primary selection criteria considered was their outer location, availability of sewer, its zoning and lot size. Features such as amount of wetland (if any), configuration, and date of sale were also found to be the primary factors considered important in the market. It should be noted that no land sales were knowingly excluded from the analysis that would contribute to a final estimate of value different from that presented in the appraisal.

It should be noted that, as indicated within the Highest and Best Use section of this report, the subject is considered as being two single family lots containing roughly 5.0-acres each. Therefore, single family lot sales of similar size were used for comparison.

All of the land sales analyzed involve the purchase of the fee simple interest of real estate. This is also the basis upon which the subject parcel is being appraised and valued. Therefore, no adjustments were required to account for a difference in the property interest purchased. The sales did not involved special financing that would have assisted the buyers with the purchase of the land. As such, no financing (cash equivalency) adjustments were needed or made. The sales used in this analysis are considered to be the best indication of current market activity. The sales considered most comparable are summarized below:

COMPARABLE LAND SALES SUMMARY TABLE

1.	3017 94th Place	11/2008	\$220,000	3.430	\$64,140
2.	4310 County Line Rd	06/2009	\$101,250	3.000	\$33,750
3.	20th Place	11/2010	\$239,900	5.010	\$47,884
4.	20th Place	11/2010	\$229,900	5.000	\$45,980

- Land Sale No 1 is the 2008 sale of a 3.43 acre parcel in the Village of Pleasant Prairie, Kenosha County, Wisconsin. This parcel is situated at the end of a cul-de-sac which is

directly east of the intersection of Springbrook Rd (CTH ML) and 94th Place. This site was split from a larger parcel and municipal water and sewer are available. It is a large parcel that is fully wooded. It was marketed as a wooded single family home site. This parcel is well suited for residential use. This parcel sold in November, 2008 for \$220,000 which equates to \$64,140 per acre.

- Land Sale No 2 is the 2009 Sale of a 3.00-acre residential lot that is located in the Town of Mt Pleasant, Racine County, Wisconsin. This lot is located on County Line Rd (CTH KR) just east of 22nd Ave. It is located in a growing area with several new suburban subdivisions. It is a level lot without trees but with a minor amount of wetlands at its rear. It has sanitary sewer available but will need a private on-site well for residential use. This parcel was purchased earlier in 2006 by the current owner as an investment for \$110,000. It was placed back on the market after purchase with an asking price of \$229,900. It has been offered for nearly 3-years with no sale. The price was reduced to \$199,900 and then lowered to \$149,900. It sold May 2009 for \$101,250 or \$33,750 per acre. This sale demonstrates a declining market when compared to its earlier 2006 sale.
- Land List No 3 is the current listing of a 5.01 acre lot in the City of Kenosha, Kenosha County, Wisconsin. This lot is located in a newly established subdivision on the north side of Kenosha known as Riverwoods Subdivision. This is a wooded lot that is improved with municipal sewer and water. The parcel is well suited for residential use. This lot is currently listed for \$239,900 which equates to \$47,884 per acre.
- Land List No 4 is the current listing of a 5.00 acre lot in the City of Kenosha, Kenosha County, Wisconsin. This lot is located in a newly established subdivision on the north side of Kenosha known as Riverwoods Subdivision. This is a wooded lot that is improved with municipal sewer and water. The parcel is well suited for residential use. This lot is currently listed for \$229,900 which equates to \$45,980 per acre.

These sales were then compared to the subject for differences in features and characteristics. These differences were then used to establish the subject's site value. To do so, percentage adjustments have been made for salient differences between the sales and the subject site. These adjustments were based on a paired sales analysis as well as the appraiser's knowledge and experience. In a paired sales analysis, two sale properties are similar except for one respect; the comparison of these properties would indicate a reasonable adjustment for the difference. The adjustments and differences found are outlined in the Market Analysis Summary Chart that follows. A more detailed description of each of the comparable sales used in this report may be found in the addenda.

Market Analysis - Direct Sales Analysis

Development Land Sales - Summary

Value As of:		Nov-10							
Item	SUBJECT	LAND SALE NO. 1 RES-210-101	LAND SALE NO. 2 RES-210-105	LAND LISTING NO. 3 RES-210-96	LAND LISTING NO. 4 RES-210-97				
Address		94th Place	CTH KR	20th Place	20th Place				
City		Pleasant Prairie	Mt Pleasant	Kenosha	Kenosha				
County		Kenosha Co.	Racine Co.	Kenosha Co.	Kenosha Co.				
Seller		Victory Baptist Church	Nada Properties	Regency Hills	Regency Hills				
Sales Price		\$220,000	\$101,250	\$239,900	\$229,900				
Price/Acre		\$64,140	\$33,750	\$47,884	\$45,980				
Price/Sq Ft		\$1.47	\$0.77	\$1.10	\$1.06				
Sale Date	Nov-10	Nov-08	Jun-09	Nov-10	Nov-10				
Time Adj.	0%	0% \$0	0% \$0	0% \$0	0% \$0				
Motivation		Arms Length	Arms Length	OFFERING	OFFERING				
Financing		Cash Sale	Conv Mtg	Conv Mtg	Conv Mtg				
Market Adj.		0% \$0	0% \$0	-8% (\$19,192)	-8% (\$18,392)				
Adjusted Price		\$220,000	\$101,250	\$220,708	\$211,508				
Adj. \$ / Acre		\$64,140	\$33,750	\$44,053	\$42,302				
Adj. \$ / Sq Ft		\$1.47	\$0.77	\$1.01	\$0.97				
Features	Subject	Desc	%	Desc	%	Desc	%	Desc	%
Size (Acre)	2 at 5.0-Ac	3.43	-10%	3.00	-10%	5.01		5.00	
Size (Sq Ft)	217,800	149,411		130,680		218,236		217,800	
Shape	Standard	Pie Shape/Stnd		Standard		Standard		Standard	
Topography	Rolling	Level		Level		Rolling		Rolling	
Corner	Interior	Interior		Interior		Interior		Interior	
Location	Suburban/Gd	Suburban/Gd		Busy Street	15%	Suburban/Gd		Suburban/Gd	
Woods	Wooded	Wooded		Not Wooded	20%	Wooded		Wooded	
Zoning	RR-2, Res	Res		AUH, Res		RR-2, Res		RR-2, Res	
H & B Use	SFR Use	SFR Use		SFR Use		SFR Use		SFR Use	
Sewer/Septic	Sewer	Sewer		Sewer		Sewer		Sewer	
Lowland/Wetland	Minor	Minor		Minor		Minor		Minor	
Improvements	Vacant	Vacant		Vacant		Vacant		Vacant	
Net Adj. (%)			-10%		25%		0%		0%
Net Adj. (\$)			-\$6,414		\$8,438		\$0		\$0
Indicated \$/Acre			\$57,726		\$42,188		\$44,053		\$42,302

Note: All calculations within this analysis were completed to 16-digits for accuracy. The displayed numerals are truncated values that represent the product of the original 16-digit calculation.

Brief Outline of Appraiser's Reasoning: The appraiser found that the unit of comparison most recognized by the market is the price per acre. The appraiser's analyses are based on this standard. The appraiser's analyses are based on this standard. Following is a summary of the major differences and adjustments found between the subject and sales.

Market Conditions (Time): Due to speculation and changing mortgage interest rates, indicators of market appreciation varied. It was determined that the market had appreciated steadily during 2004, 2005 and into early 2006. Market activity shows the market had a noticeable slow-down in mid 2006 and into 2007. These soft market conditions continue today. There were no noticeable market changes and no appreciation since that time. Consequently, sales after July 2006 did not receive an adjustment for market changes as the market is considered to be flat since 2006.

Two of the comparables used are current offerings that have not yet sold. Land Listing No. 3 and 4 are the current offerings of the subject's two lots. Each was adjusted downward to reflect its probable sales price. Again, as each has not yet sold, the unadjusted unit value is expected to set the upper limits of value. As these are the offerings of the subject site, they are considered to be excellent indications of the subject's value.

OFFERING PRICE REPORT AND SUBMITTAL

LPA1894 02/07 (Replaces LPA2001) Ch. 32 Wis. Stats.

Date December 8, 2010	Region
To Mr. Kevin Risch	
From Mr. Stephen D. Simpson	
Owner George Pietkiewicz	

We are submitting and recommending the following parcel for approval. The objective review meets the required guidelines. The areas and interests agree with the right of way plat; the owner(s) were given the opportunity to accompany the appraiser; the date of opinion corresponds to the last inspection date; all math calculations are correct or have been noted in the attached appraisals; and the certificate of appraiser is included.

Review Comments

ACQUISITION OF

Fee Simple 0.721 acres/sq. ft.	Permanent Limited Easement acres/sq. ft.
Highway Easement acres/sq. ft.	Temporary Limited Easement 0.745 acres/sq. ft.
Access Rights <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Other acres/sq. ft.

APPROVED BY THE CITY OF KENOSHA

Having made a complete review of this property, an analysis of the appraisal(s) submitted, and in consideration of all supporting material included, it is my opinion that the total loss or damage is:

\$ _____

_____ (Review Appraiser) _____ (Date)

Project ID 3831-06-00	County Kenosha	Parcel 4
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December 2, 2010

Kevin K. Risch, P. E.
Assistant City Engineer
City of Kenosha DPW
625 - 52nd Street
Kenosha, WI 53140

Re: Parcel No. 4, (George W Pietkiewicz, Owner)
Project I. D. 3831-06-00 (39th Ave)

Dear Mr. Risch:

In accordance with your request, this firm appraised the real estate in the City of Kenosha, Kenosha County, Wisconsin, identified above. The appraisal is intended to assist you in the negotiations regarding the acquisition of a portion of the property in conjunction with a planned roadway improvement project. In keeping with your instructions, the appraisal was made in compliance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970 and follows the guidelines set by Uniform Appraisal Standards for Federal Land Acquisitions.

A careful inspection of the subject property was made on several occasions during the past several weeks. The final viewing was made on November 2, 2010, without the owner. Due consideration was given to all factors which influence value and compensation. The attached report contains the appraiser's estimate of compensation due and a synopsis of the factors considered when developing this estimate. Please note the limiting conditions under which this value estimate is made. They are found within the report.

Based on my analysis, it is my professional opinion that the amount of compensation due the owner of the subject property as of November 2, 2010 is:

Eighteen Thousand Four Hundred Dollars
\$18,400

Should you require additional information or have any questions, please call.

Sincerely,



Gene A. Bock, SRA, ASA, CRP, CRA
Wisconsin Certified Appraiser No. 311-010
Senior Appraiser, Southern Wisconsin Appraisal

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used in this analysis are considered to be the best indication of current market activity. The sales considered most comparable are summarized below:

COMPARABLE LAND SALES SUMMARY TABLE

1.	47th Ave	01/04/2007	\$869,900	37.900	\$22,953
2.	47th Ave at 18th St	01/10/2006	\$887,800	35.520	\$24,994
3.	5315 18th St	03/01/2007	\$1,020,000	38.770	\$26,309
4.	18th St	11/08/2010	\$359,000	14.630	\$24,539

- Land Sale No 1 is the January 2007 sale of a 37.90-acre tract that is located just south of the intersection of 18th Street and 47th Ave., City of Kenosha, Kenosha County, Wisconsin. It is a mostly level to slightly rolling parcel that lies in a growing suburban area. This tract contains 37.90-acres with frontage along 47th Ave. It abuts a newly developed single family subdivision and another located across the street. Sanitary sewer and water are both available, offering this site excellent development potential. Its size, location, and availability of sewer/water make this tract well suited for residential development. It was purchased by a local developer for the creation of a residential subdivision. It sold in January 2007 for \$869,900 or \$22,953 per acre.
- Land Sale No 2 is the January 2006 sale of a 35.52-acre parcel that is located at the SW corner of the intersection of 18th Street and 47th Ave., Town of Somers, Kenosha County, Wisconsin. It is located immediately adjacent to the City of Kenosha with a portion of this parcel being in the City. It is a mostly level parcel that lies in a growing suburban area. This tract contains 35.52-acres with frontage along both 47th Ave and 18th Street. Sanitary sewer and water are both available, offering this site development potential. Its size and availability of sewer/water make this tract well suited for residential development. It was purchased by a local developer for the creation of a residential subdivision. It sold in January 2006 for \$887,800 or 24,994 per acre.
- Land Sale No 3 is the March 2007 sale of a 38.77-acre site located in the Town of Somers, Kenosha County, Wisconsin. It is located just east of Hwy 31 (Green Bay Rd) and 18th St (CTH L). The site was purchased for development of a single family residential subdivision. This site is the combination of 1 large and 1 small parcel. At time of sale, the site was not serviced by municipal water and sewer but sewer service is located nearby. The larger parcel was annexed into the City of Kenosha in 2008, making sewer available for development. This tract is well suited for residential development as it contains no woods or wetlands. It lies mostly level and was cultivated at time of sale. It includes a small home but this home will be razed to allow for development. Cost of removing the home is estimated to be \$20,000. This parcel sold in March, 2007 for \$1,000,000 or \$1,020,000 including razing costs. This equates to \$26,309 per acre.
- Land List No 4 is the current offering of a 14.63-acre parcel that is located just east of the intersection of 18th St (CTH L) and STH 31, in the Town of Somers, Kenosha County, Wisconsin. This tract is located in the growing suburban area of Kenosha. It is a mostly level parcel that has sanitary sewer available for possible development. The owner had intended to develop this parcel and has submitted preliminary development plans to the City. It is being marketed as a development parcel and has been exposed to the market for roughly 407-days without sale. This site is currently listed for \$359,000 or \$24,539 per acre.

These sales were then compared to the subject for differences in features and characteristics. These differences were then used to establish the subject's site value. To do so, percentage adjustments have been made for salient differences between the sales and the subject site. These adjustments were based on a paired sales analysis as well as the appraiser's knowledge and experience. In a paired sales analysis, two sale properties are similar except for one respect; the comparison of these properties would indicate a reasonable adjustment for the difference. The adjustments and differences found are outlined in the Market Analysis Summary Chart that follows. A more detailed description of each of the comparable sales used in this report may be found in the addenda.

Market Analysis - Direct Sales Analysis									
Development Land Sales - Summary									
Value As of:	Nov-10	LAND SALE NO. 1		LAND SALE NO. 2		LAND SALE NO. 3		LAND SALE NO. 4	
Item	SUBJECT	DEV 27-22 23178		DEV 26-01 21178		DEV 27-23 2519		DEV 29-04 2518	
Address		47th Avenue		47th Ave		18th Street		18th Street	
City		Kenosha		Ksomers		Kenosha		Somers	
County		Kenosha Co.		Kenosha Co.		Kenosha Co.		Kenosha Co.	
Seller		Infusino		Lichter Trust		Hansen Trust		Talamonti	
Sales Price		\$869,900		\$887,800		\$1,020,000		\$359,000	
Price/Acre		\$22,953		\$24,994		\$26,309		\$24,539	
Price/Sq Ft		\$0.53		\$0.57		\$0.60		\$0.56	
Sale Date	Nov-10	Jan-07		Jan-06		Mar-07		Jan-00	
Time Adj.	0%	0%	\$0	-6%	(\$53,268)	0%	\$0	0%	\$0
Motivation		Arms Length		Arms Length		Arms Length		OFFERING	
Financing		Conv Mtg		Conv Mtg		Conv Mtg		Conv Mtg	
Market Adj.		0%	\$0	0%	\$0	0%	\$0	-8%	(\$28,720)
Adjusted Price		\$869,900		\$834,532		\$1,020,000		\$330,280	
Adj. \$ / Acre		\$22,953		\$23,495		\$26,309		\$22,576	
Adj. \$ / Sq Ft		\$0.53		\$0.54		\$0.60		\$0.52	
Features	Subject	Desc.	%	Desc.	%	Desc.	%	Desc.	%
Size (Acre)	9.83	37.90		35.52		38.77		14.63	
Size (Sq Ft)	428,369	1,650,924		1,547,251		1,688,821		637,283	
Shape	Rectangular	Rectangular		Standard		Rectangular		Rectangular	
Topography	Rolling	Level		Level		Level		Level	
Corner	Interior	Interior		Corner		Interior		Interior	
Location	Suburban/Gd	Suburban/Gd		Suburban/Gd		Suburban/Gd		Suburban/Gd	
Access	Stnd	Stnd		Stnd		Stnd		Stnd	
Zoning	A-2, Agr	A-2, Agr		A-2, Agr		A-2, Agr		A-2, Agr	
H & B Use	Res Devl	Res Devl		Res Devl		Res Devl		Res Devl	
Sewer/Septic	Sewer	Sewer		Sewer		Sewer		Sewer	
Wetlands	None	Minor		None		None		None	
Improvements	Vacant	Vacant		Vacant		As Vacant		Vacant	
Net Adj. (%)			0%		0%		0%		0%
Net Adj. (\$)			\$0		\$0		\$0		\$0
Indicated \$/Acre			\$22,953		\$23,495		\$26,309		\$22,576

Note: All calculations within this analysis were completed to 16-digits for accuracy. The displayed numerals are truncated values that represent the product of the original 16-digit calculation.

Brief Outline of Appraiser's Reasoning: The appraiser found that the unit of comparison most recognized by the market is the price per acre. The appraiser's analyses are based on this standard. The appraiser's analyses are based on this standard. Following is a summary of the major differences and adjustments found between the subject and sales.

December 2, 2010

Kevin K. Risch, P. E.
Assistant City Engineer
City of Kenosha, DPW
625 - 52nd Street
Kenosha, WI 53140

Re: Parcel No. 5, (Paul J & Carol D Dosemagen, Owner)
Project I. D. 3831-06-00 (39th Ave)

Dear Mr. Risch:

In accordance with your request, this firm appraised the real estate in the City of Kenosha, Kenosha County, Wisconsin, identified above. The appraisal is intended to assist you in the negotiations regarding the acquisition of a portion of the property in conjunction with a planned roadway improvement project. In keeping with your instructions, the appraisal was made in compliance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970 and follows the guidelines set by Uniform Appraisal Standards for Federal Land Acquisitions.

A careful inspection of the subject property was made on several occasions during the past several weeks. The final viewing was made on November 2, 2010, with the owner. Due consideration was given to all factors which influence value and compensation. The attached report contains the appraiser's estimate of compensation due and a synopsis of the factors considered when developing this estimate. Please note the limiting conditions under which this value estimate is made. They are found within the report.

Based on my analysis, it is my professional opinion that the amount of compensation due the owner of the subject property as of November 2, 2010 is:

One Thousand Dollars
\$1,000

Should you require additional information or have any questions, please call.

Sincerely,



Gene A. Bock, SRA, ASA, CRP, CRA
Wisconsin Certified Appraiser No. 311-010
Senior Appraiser, Southern Wisconsin Appraisal

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sold. Because the proposed acquisition does *not* change the highest and best use of the subject, substantially damage the improvements, or provide special benefit to the remainder, it is the professional opinion of the appraiser that omission of the cost and income approaches does not affect the reliability of the land value estimate in this case.

Separate Entity: The appraiser considered evaluating the area of the proposed acquisition as a separate entity. However, in the appraiser’s opinion, the proposed acquisition is too narrow and too small to hold utility in itself and is not marketable as an individual parcel. Its only possible use would be in conjunction with an abutting property, primarily the subject site. As the area of acquisition has no distinct and separate use other than to the subject, the separate entity analysis was *not* considered applicable and was *not* used.

Land Valuation: To value the subject site, the appraiser identified a number of sales of vacant sites and several current offerings that are similar to the subject site. These comparable properties were selected from the general area of the subject and from the market from which the subject would be sold. The primary selection criteria considered was their suburban location near the subject, their availability of sewer, residential zoning and small lot size. Features such as amount of wetland (if any), configuration, and date of sale were also found to be the primary factors considered important in the market. It should be noted that no land sales were knowingly excluded from the analysis that would contribute to a final estimate of value different from that presented in the appraisal. The appraiser identified a number of sales of vacant sites and several current offerings that are similar to the subject site. These comparable properties were selected from the general area of the subject and from the market from which the subject would be sold. The primary selection criteria considered was their outer location, availability of sewer, its zoning and lot size. Features such as amount of wetland (if any), configuration, and date of sale were also found to be the primary factors considered important in the market. It should be noted that no land sales were knowingly excluded from the analysis that would contribute to a final estimate of value different from that presented in the appraisal.

All of the land sales analyzed involve the purchase of the fee simple interest of real estate. This is also the basis upon which the subject parcel is being appraised and valued. Therefore, no adjustments were required to account for a difference in the property interest purchased. The sales did not involved special financing that would have assisted the buyers with the purchase of the land. As such, no financing (cash equivalency) adjustments were needed or made. The sales used in this analysis are considered to be the best indication of current market activity. The sales considered most comparable are summarized below:

COMPARABLE LAND SALES SUMMARY TABLE

1.	3912 17th Street	05/21/2007	\$92,900	0.427	\$217,566
2.	3918 17th Street	04/24/2008	\$68,500	0.405	\$169,134
3.	3800 17th Place	11/30/2010	\$89,000	0.370	\$240,541
4.	4417 20th Place	09/10/2008	\$92,900	0.390	\$238,211

- Land Sale No 1 is the 2007 sale of a 0.427 acre lot located in a new development in the City of Kenosha, Kenosha County Wisconsin. This newly established subdivision is on the north side of Kenosha and is known as Cavanagh Court West and is located just north of 18th Street at 39th Avenue. This lot is located just north and west of the intersection of 18th Street with 39th Avenue. This development, and this lot, is fully improved with municipal sewer, water, curb and gutter. As a newer development, there are a good

number of lots currently available for sale. This parcel is located on a cul-de-sac and is pie-shaped. It is a level lot of small size with no added features. It is common for the development. It was purchased for single family use and a new home has since been built on the site. This parcel sold in May, 2007 for \$92,900 which equates to \$217,566 per acre. The sale was financed with a land contract at market rates. It had no influence on value.

- Land Sale No 2 is the 2008 sale of a 0.405 acre lot in the City of Kenosha, Kenosha County Wisconsin. This lot is located in a newly established subdivision on the north side of Kenosha known as Cavanagh Court West. This lot is situated at the end of a cul-de-sac and is fully improved with municipal sewer, water, curb and gutter. This parcel was purchased for single family use and a new home has since been built on the site. This parcel sold in April, 2008 for \$68,500 which equates to \$169,134 per acre.
- Land Sale No 3 is the current listing of a 0.370 acre lot in the City of Kenosha, Kenosha County Wisconsin. This lot is located in a newer subdivision on the north side of Kenosha known as Cavanagh Court. This lot is fully improved with municipal sewer, water, curb and gutter. This parcel was previously sold in 2007 for \$90,000 as an investment. It has been back on the market for 201 days and is now currently listed for \$89,000 which equates to \$240,541 per acre.
- Land Sale No 4 is the 2008 sale of a 0.390 acre lot in the City of Kenosha, Kenosha County Wisconsin. This lot is located in a newly established subdivision on the northwest side of Kenosha known as Riverwoods Subdivision. This development is located just south of 18th Street and east of 47th Avenue. It is a fully improved lot with municipal sewer, water, curb and gutter. This parcel was purchased for single family use and a new home is to be built on this lot. This lot sold in September, 2008 for \$92,900 which equates to \$238,211 per acre.

These sales were then compared to the subject for differences in features and characteristics. These differences were then used to establish the subject's site value. To do so, percentage adjustments have been made for salient differences between the sales and the subject site. These adjustments were based on a paired sales analysis as well as the appraiser's knowledge and experience. In a paired sales analysis, two sale properties are similar except for one respect; the comparison of these properties would indicate a reasonable adjustment for the difference. The adjustments and differences found are outlined in the Market Analysis Summary Chart that follows. A more detailed description of each of the comparable sales used in this report may be found in the addenda.

Market Analysis - Direct Sales Analysis

Development Land Sales - Summary

Value As of:	Nov-10				
Item	SUBJECT	LAND SALES NO. 1 RES 210-96 7750	LAND SALES NO. 2 RES 210-98 7750	LAND LISTING NO. 3 RES 210-101 7750	LAND SALES NO. 4 RES 210-100 7750
Address		17th Street	17th Street	38th Crt	20th Place
City		Kenosha	Kenosha	Kenosha	Kenosha
County		Kenosha Co.	Kenosha Co.	Kenosha Co.	Kenosha Co.
Seller		K-Corp Racine	Robinson Land Corp	Kanan	Regency Hills
Sales Price		\$92,900	\$68,500	\$89,000	\$92,900
Price/Acre		\$217,566	\$169,134	\$240,541	\$238,211
Price/Sq Ft		\$4.99	\$3.88	\$5.52	\$5.47
Sale Date	Nov-10	May-07	Apr-09	Nov-10	Sep-09
Time Adj.	0%	0% \$0	0% \$0	0% \$0	0% \$0
Motivation		Arms Length	Arms Length	OFFERING	Arms Length
Financing		Other/Std	Cash Sale	Conv Mtg	Conv Mtg
Market Adj.		0% \$0	0% \$0	-5% (\$4,450)	0% \$0
Adjusted Price		\$92,900	\$68,500	\$84,550	\$92,900
Adj. \$ / Acre		\$217,566	\$169,134	\$228,514	\$238,211
Adj. \$ / Sq Ft		\$4.99	\$3.88	\$5.25	\$5.47
Features	Subject	Desc %	Desc %	Desc %	Desc %
Size (Acre)	0.520	0.427	0.405	0.370 -10%	0.390 -10%
Size (Sq Ft)	22,651	18,600	17,642	16,117	16,988
Shape	Standard	Pie Shape	Pie Shape	Standard	Standard
Topography	Level	Level	Level	Level	Level
Corner	Corner	Interior -5%	Interior -5%	Corner	Interior -5%
Location	Suburban/Gd	Suburban/Gd	Suburban/Gd	Suburban/Gd	Suburban/Gd
View	Busy Street	Other Homes -10%	Other Homes -10%	Other Homes -10%	Other Homes -10%
Zoning	RS-1, Res	RS-1, Res	RS-1, Res	RS-1, Res	RS-1, Res
H & B Use	SFR Use	SFR Use	SFR Use	SFR Use	SFR Use
Sewer/Septic	Sewer	Sewer	Sewer	Sewer	Sewer
Ditch vs. Curb	Curb/Gutter	Curb/Gutter	Curb/Gutter	Curb/Gutter	Curb/Gutter
Improvements	Vacant	Vacant	Vacant	Vacant	Vacant
Net Adj. (%)		-15%	-15%	-20%	-25%
Net Adj. (\$)		-\$32,635	-\$25,370	-\$45,703	-\$59,553
Indicated \$/Acre		\$184,931	\$143,764	\$182,811	\$178,658

Note: All calculations within this analysis were completed to 16-digits for accuracy. The displayed numerals are truncated values that represent the product of the original 16-digit calculation.

Brief Outline of Appraiser's Reasoning: The appraiser found that the unit of comparison most recognized by the market is the price per acre. The appraiser's analyses are based on this standard. The appraiser's analyses are based on this standard. Following is a summary of the major differences and adjustments found between the subject and sales.

Market Conditions (Time): Due to speculation and changing mortgage interest rates, indicators of market appreciation varied. It was determined that the market had appreciated steadily during 2004, 2005 and into early 2006. Market activity shows the market had a noticeable slow-down in mid 2006 and into 2007. These soft market conditions continue today. After reviewing the market, it is the professional opinion of the appraiser that the market had no noticeable appreciation since mid-2006. There were no noticeable market changes and no appreciation since that time. Consequently, sales after mid-2006 did not receive an adjustment for market changes as the market is considered to be flat since 2006.

One of the comparables used is a current offering that has not yet sold. Land Listing No. 3 was adjusted downward to reflect its probable sales price. It should be noted that this offering is located just down the block from the subject within several hundred feet of the subject property. As it has not sold, its unadjusted unit value is expected to set the upper value limits for the

OFFERING PRICE REPORT AND SUBMITTAL

LPA1894 02/07 (Replaces LPA2001) Ch. 32 Wis. Stats.

Date December 8, 2010	Region
To Mr. Kevin Risch	
From Mr. Stephen D. Simpson	
Owner Berwick Properties, Inc.	

We are submitting and recommending the following parcel for approval. The objective review meets the required guidelines. The areas and interests agree with the right of way plat; the owner(s) were given the opportunity to accompany the appraiser; the date of opinion corresponds to the last inspection date; all math calculations are correct or have been noted in the attached appraisals; and the certificate of appraiser is included.

Review Comments

ACQUISITION OF

Fee Simple 50 acres/sq. ft.	Permanent Limited Easement acres/sq. ft.
Highway Easement acres/sq. ft.	Temporary Limited Easement 0.025 acres/sq. ft.
Access Rights <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Other acres/sq. ft.

APPROVED BY THE CITY OF KENOSHA

Having made a complete review of this property, an analysis of the appraisal(s) submitted, and in consideration of all supporting material included, it is my opinion that the total loss or damage is:

\$ _____

(Review Appraiser)

(Date)

Project ID 3831-06-00	County Kenosha	Parcel 9
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December 4, 2010

Kevin K. Risch, P. E.
Assistant City Engineer
City of Kenosha, DPW
625 - 52nd Street
Kenosha, WI 53140

Re: Parcel No. 9, (Berwick Properties Inc, Owner)
Project I. D. 3831-06-00 (39th Ave)

Dear Mr. Risch:

In accordance with your request, this firm appraised the real estate in the City of Kenosha, Kenosha County, Wisconsin, identified above. The appraisal is intended to assist you in the negotiations regarding the acquisition of a portion of the property in conjunction with a planned roadway improvement project. In keeping with your instructions, the appraisal was made in compliance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970 and follows the guidelines set by Uniform Appraisal Standards for Federal Land Acquisitions.

A careful inspection of the subject property was made on several occasions during the past several weeks. The final viewing was made on November 2, 2010, without the owner. Due consideration was given to all factors which influence value and compensation. The attached report contains the appraiser's estimate of compensation due and a synopsis of the factors considered when developing this estimate. Please note the limiting conditions under which this value estimate is made. They are found within the report.

Based on my analysis, it is my professional opinion that the amount of compensation due the owner of the subject property as of November 2, 2010 is:

Five Hundred Dollars
\$500

Should you require additional information or have any questions, please call.

Sincerely,



Gene A. Bock, SRA, ASA, CRP, CRA
Wisconsin Certified Appraiser No. 311-010
Senior Appraiser, Southern Wisconsin Appraisal

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cost estimating services such as Marshall and Swift Cost Service and/or local contractors. As the subject building is not new, the reproduction cost is adjusted for accrued depreciation that has affected the subject. When possible, depreciation estimates are taken from the market or sales of similar improved properties. This approach is typically not used to value a vacant lot (land) such as the subject property. It was not considered applicable and was not used in this appraisal.

- ◆ **Income Capitalization or Income Approach** is based on a property's ability to produce an income, (usually by leasing it to another party). In this analysis the appraiser evaluates potential income flow and capitalizes it to an estimate of present worth. It requires the collection of data to ascertain economic or market rent, vacancy rates, expenses and capitalization rates for similar properties. This approach is based on the assumption that the subject property could easily become available for lease and/or sold to an investor. The data used was obtained from actual market transactions of similar space as of the effective date valuation. This information is generally obtained from participants in the transactions, brokers, public records, or from documents pertinent to the transaction. This approach is not considered to be applicable for a property such as the subject and was not used in this report.
- ◆ **Market Data Approach or Sales Comparison Approach** determines a property's value by comparing it with similar properties that have recently sold or those that are currently offered for sale. The Sales Comparison Approach utilized recent comparable sales of similar facilities. This data is obtained from buyer, sellers, real estate agents, public records, data gathering services, and other appraisers. In addition, a survey of market trends was determined by discussions with real estate owners, brokers and leasing agents active in the subject property type and marketing area. Sales are verified by both examinations of records and interviews with participants in the sale. These sales were compared with the subject in a "matched paired analysis". Once reasonably adjusted for variance with the subject this information was utilized to reconcile a value indication from the market as of the effective date of value. This approach is typically the best indication of value for a property such as the subject and was given sole reliance within this report.

When multiple approaches are used, the value indicated by each of the three approaches must be correlated into a single estimate of the property's worth. A simple mathematical average is not used. Instead, the appraiser must weigh the relative strengths and weaknesses of each approach as it relates to the subject and balance each with his knowledge of the market.

Per the requirements set by the Federal Highway Administration, the appraiser valued the subject site (land) by comparing the subject site directly with similar pieces of property that recently sold. Because the proposed acquisition does *not* change the highest and best use of the subject, substantially damage the improvements, or provide special benefit to the remainder, it is the professional opinion of the appraiser that omission of the cost and income approaches does not affect the reliability of the land value estimate in this case. Although the cost approach was not used to value the full property, costs may have been used to value minor items located within the acquisition area, where applicable.

Separate Entity: The appraiser considered evaluating the area of the proposed fee acquisition as a separate entity. However, in the appraiser's opinion, the proposed acquisition is too oddly shaped and/or too small to hold utility in itself and is not marketable as an individual parcel. Its only possible use would be in conjunction with an abutting property, primarily the subject site. As the area of acquisition has no distinct and separate use other than to the subject, the separate entity analysis was *not* considered applicable and was *not* used.

Land Valuation: To value the subject site, the appraiser identified a number of sales of vacant sites and several current offerings that are similar to the subject site. These comparable properties were selected from the general area of the subject and from the market from which the subject would be sold. The primary selection criteria considered was their suburban location near the subject, their availability of sewer, residential zoning and small lot size. Features such as amount of wetland (if any), configuration, and date of sale were also found to be the primary factors considered important in the market. It should be noted that no land sales were knowingly excluded from the analysis that would contribute to a final estimate of value different from that presented in the appraisal.

All of the land sales analyzed involve the purchase of the fee simple interest of real estate. This is also the basis upon which the subject parcel is being appraised and valued. Therefore, no adjustments were required to account for a difference in the property interest purchased. The sales did not involved special financing that would have assisted the buyers with the purchase of the land. As such, no financing (cash equivalency) adjustments were needed or made. The sales used in this analysis are considered to be the best indication of current market activity. The sales considered most comparable are summarized below:

COMPARABLE LAND SALES SUMMARY TABLE

1.	3709 23rd St	07/2010	\$46,900	0.230	\$203,913
2.	3703 23rd St	07/2010	\$46,900	0.230	\$203,913
3.	3810 23rd St	11/2010	\$54,900	0.286	\$191,958
4.	3809 23rd St	11/2010	\$54,900	0.300	\$183,000

- Land Sale No 1 is the 2010 sale of an urban lot that is located in a newer development in the City of Kenosha, Kenosha County, Wisconsin. This lot is located in a new subdivision located on the north side of Kenosha known as Parkview Heights. It is a small urban lot of 0.230-acres. It is an interior lot that lies level and that is fully improved with municipal sewer, water, curb and gutter. It is well suited for single family use. This parcel was purchased for the construction of a single family home. It sold in July, 2010 for \$46,900 which equates to \$203,913 per acre.
- Land Sale No 2 is the 2010 sale of a small urban lot that is located in a newer development in the City of Kenosha, Kenosha County, Wisconsin. This lot is located in a new subdivision located on the north side of Kenosha known as Parkview Heights. It is a small urban lot of 0.230-acres. It is an interior lot that lies level and that is fully improved with municipal sewer, water, curb and gutter. It is well suited for single family use. This parcel was purchased for the construction of a single family home. It sold in July, 2010 for \$46,900 which equates to \$203,913 per acre.

- Land List No 3 is the current listing of a 0.286-acre corner lot in the City of Kenosha, Kenosha County, Wisconsin. This lot is located in a newly established subdivision on the north side of Kenosha known as Parkview Heights. This is a fully improved lot that has municipal sewer, water, curb and gutter. It is located along 23rd Street at its intersection of the future extension of 39th Avenue. Although 39th Avenue has not yet been installed, it has been planned for a number of years, and as such, this lot is considered to be a corner lot. The parcel is well suited for residential use as it is fully improved and located in a new development. It has been on the market for an extended time showing the current soft market conditions. It is currently offered at \$54,900 or \$191,958 per acre.
- Land List No 4 is the current listing of a small urban lot of 0.30-acres. This is a corner lot that is located along 23rd Street in the City of Kenosha, Kenosha County, Wisconsin. This lot is located in a newly established subdivision on the north side of Kenosha known as Parkview Heights. This is a fully improved lot that has municipal sewer, water, curb and gutter. It is located along 23rd Street at its intersection of the future extension of 39th Avenue. Although 39th Avenue has not yet been installed, it has been planned for a number of years, and as such, this lot is considered to be a corner lot. The parcel is well suited for residential use as it is fully improved and located in a new development. It has been on the market for an extended time showing the current soft market conditions. It is currently offered at \$54,900 or \$183,000 per acre. It is one of a number of lots currently available within this development.

These sales were then compared to the subject for differences in features and characteristics. These differences were then used to establish the subject's site value. To do so, percentage adjustments have been made for salient differences between the sales and the subject site. These adjustments were based on a paired sales analysis as well as the appraiser's knowledge and experience. In a paired sales analysis, two sale properties are similar except for one respect; the comparison of these properties would indicate a reasonable adjustment for the difference. The adjustments and differences found are outlined in the Market Analysis Summary Chart that follows. A more detailed description of each of the comparable sales used in this report may be found in the addenda.

Market Analysis - Direct Sales Analysis

Development Land Sales - Summary

Value As of:	Nov-10								
Item	SUBJECT	LAND LISTING NO. 1 RES 210-90		LAND LISTING NO. 2 RES 210-91		LAND LISTING NO. 3 RES 210-95		LAND LISTING NO. 4 RES 210-94	
Address		23rd Street		23rd Street		23rd Street		23rd Street	
City		Kenosha		Kenosha		Kenosha		Kenosha	
County		Kenosha Co.		Kenosha Co.		Kenosha Co.		Kenosha Co.	
Seller		Berwick Properties		Berwick Properties		Berwick Properties		Berwick Properties	
Sales Price		\$46,900		\$46,900		\$54,900		\$54,900	
Price/Acre		\$203,913		\$203,913		\$191,958		\$183,000	
Price/Sq Ft		\$4.68		\$4.68		\$4.41		\$4.20	
Sale Date	Nov-10	Jul-10		Jul-10		Nov-10		Nov-10	
Time Adj.	0%	0% \$0		0% \$0		0% \$0		0% \$0	
Motivation		Arms Length		Arms Length		OFFERING		OFFERING	
Financing		Cash Sale		Conv Mtg		Conv Mtg		Conv Mtg	
Market Adj.		0% \$0		0% \$0		-5% (\$2,745)		-5% (\$2,745)	
Adjusted Price		\$46,900		\$46,900		\$52,155		\$52,155	
Adj. \$ / Acre		\$203,913		\$203,913		\$182,360		\$173,850	
Adj. \$ / Sq Ft		\$4.68		\$4.68		\$4.19		\$3.99	
Features	Subject	Desc. %		Desc. %		Desc. %		Desc. %	
Size (Acre)	0.300	0.230	-5%	0.230	-5%	0.286		0.300	
Size (Sq Ft)	13,068	10,019		10,019		12,458		13,068	
Shape	Standard	Standard		Standard		Standard		Standard	
Topography	Level	Level		Level		Level		Level	
Corner	Corner	Interior	-5%	Interior	-5%	Corner		Corner	
Location	Suburban/Gd	Suburban/Gd		Suburban/Gd		Suburban/Gd		Suburban/Gd	
Woods	No Woods	No Woods		No Woods		No Woods		No Woods	
Zoning	RS-1, Res	RS-1, Res		RS-1, Res		RS-1, Res		RS-1, Res	
H & B Use	SFR Use	SFR Use		SFR Use		SFR Use		SFR Use	
Sewer/Septic	Sewer	Sewer		Sewer		Sewer		Sewer	
Ditch vs. Curb	Curb/Gutter	Curb/Gutter		Curb/Gutter		Curb/Gutter		Curb/Gutter	
Improvements	Vacant	Vacant		Vacant		Vacant		Vacant	
Net Adj. (%)			-10%		-10%		0%		0%
Net Adj. (\$)			-\$20,391		-\$20,391		\$0		\$0
Indicated \$/Acre			\$183,522		\$183,522		\$182,360		\$173,850

Note: All calculations within this analysis were completed to 16-digits for accuracy. The displayed numerals are truncated values that represent the product of the original 16-digit calculation.

Brief Outline of Appraiser's Reasoning: The appraiser found that the unit of comparison most recognized by the market is the price per acre. The appraiser's analyses are based on this standard. The appraiser's analyses are based on this standard. Following is a summary of the major differences and adjustments found between the subject and sales.

Market Conditions (Time): Due to speculation and changing mortgage interest rates, indicators of market appreciation varied. It was determined that the market had appreciated steadily during 2004, 2005 and into early 2006. Market activity shows the market had a noticeable slow-down in mid 2006 and into 2007. These soft market conditions continue today. After reviewing the market, it is the professional opinion of the appraiser that the market had no noticeable appreciation since mid-2006. There were no noticeable market changes and no appreciation since that time. Consequently, sales after mid-2006 did not receive an adjustment for market changes as the market is considered to be flat since 2006.

Two of the comparables used are current offerings that have not yet sold. Land Listing No. 3 and 4 were adjusted downward to reflect their probable sales price. It should be noted that one of these offerings is the current listing of the subject site itself. As such, the unadjusted price of this

OFFERING PRICE REPORT AND SUBMITTAL

LPA1894 02/07 (Replaces LPA2001) Ch. 32 Wis. Stats.

Date December 9, 2010	Region
To Mr. Kevin Risch	
From Mr. Stephen D. Simpson	
Owner Berwick Properties, Inc.	

We are submitting and recommending the following parcel for approval. The objective review meets the required guidelines. The areas and interests agree with the right of way plat; the owner(s) were given the opportunity to accompany the appraiser; the date of opinion corresponds to the last inspection date; all math calculations are correct or have been noted in the attached appraisals; and the certificate of appraiser is included.

Review Comments

ACQUISITION OF

Fee Simple 50 acres/sq. ft.	Permanent Limited Easement acres/sq. ft.
Highway Easement acres/sq. ft.	Temporary Limited Easement 0.30 acres/sq. ft.
Access Rights <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Other acres/sq. ft.

APPROVED BY THE CITY OF KENOSHA

Having made a complete review of this property, an analysis of the appraisal(s) submitted, and in consideration of all supporting material included, it is my opinion that the total loss or damage is:

\$ _____

(Review Appraiser)

(Date)

Project ID 3831-06-00	County Kenosha	Parcel 10
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December 4, 2010

Kevin K. Risch, P. E.
Assistant City Engineer
City of Kenosha, DPW
625 - 52nd Street
Kenosha, WI 53140

Re: Parcel No. 10, (Berwick Properties Inc, Owner)
Project I. D. 3831-06-00 (39th Ave)

Dear Mr. Risch:

In accordance with your request, this firm appraised the real estate in the City of Kenosha, Kenosha County, Wisconsin, identified above. The appraisal is intended to assist you in the negotiations regarding the acquisition of a portion of the property in conjunction with a planned roadway improvement project. In keeping with your instructions, the appraisal was made in compliance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970 and follows the guidelines set by Uniform Appraisal Standards for Federal Land Acquisitions.

A careful inspection of the subject property was made on several occasions during the past several weeks. The final viewing was made on November 2, 2010, without the owner. Due consideration was given to all factors which influence value and compensation. The attached report contains the appraiser's estimate of compensation due and a synopsis of the factors considered when developing this estimate. Please note the limiting conditions under which this value estimate is made. They are found within the report.

Based on my analysis, it is my professional opinion that the amount of compensation due the owner of the subject property as of November 2, 2010 is:

Six Hundred Dollars
\$600

Should you require additional information or have any questions, please call.

Sincerely,



Gene A. Bock, SRA, ASA, CRP, CRA
Wisconsin Certified Appraiser No. 311-010
Senior Appraiser, Southern Wisconsin Appraisal

Enc

only possible use would be in conjunction with an abutting property, primarily the subject site. As the area of acquisition has no distinct and separate use other than to the subject, the separate entity analysis was *not* considered applicable and was *not* used.

Land Valuation: To value the subject site, the appraiser identified a number of sales of vacant sites and several current offerings that are similar to the subject site. These comparable properties were selected from the general area of the subject and from the market from which the subject would be sold. The primary selection criteria considered was their suburban location near the subject, their availability of sewer, residential zoning and small lot size. Features such as amount of wetland (if any), configuration, and date of sale were also found to be the primary factors considered important in the market. It should be noted that no land sales were knowingly excluded from the analysis that would contribute to a final estimate of value different from that presented in the appraisal.

All of the land sales analyzed involve the purchase of the fee simple interest of real estate. This is also the basis upon which the subject parcel is being appraised and valued. Therefore, no adjustments were required to account for a difference in the property interest purchased. The sales did not involved special financing that would have assisted the buyers with the purchase of the land. As such, no financing (cash equivalency) adjustments were needed or made. The sales used in this analysis are considered to be the best indication of current market activity. The sales considered most comparable are summarized below:

COMPARABLE LAND SALES SUMMARY TABLE

1.	3709 23rd St	07/2010	\$46,900	0.230	\$203,913
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- Land Sale No 1 is the 2010 sale of an urban lot that is located in a newer development in the City of Kenosha, Kenosha County, Wisconsin. This lot is located in a new subdivision located on the north side of Kenosha known as Parkview Heights. It is a small urban lot of 0.230-acres. It is an interior lot that lies level and that is fully improved with municipal sewer, water, curb and gutter. It is well suited for single family use. This parcel was purchased for the construction of a single family home. It sold in July, 2010 for \$46,900 which equates to \$203,913 per acre.
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of the future extension of 39th Avenue. Although 39th Avenue has not yet been installed, it has been planned for a number of years, and as such, this lot is considered to be a corner lot. The parcel is well suited for residential use as it is fully improved and located in a new development. It has been on the market for an extended time showing the current soft market conditions. It is currently offered at \$54,900 or \$191,958 per acre.

- Land List No 4 is the current listing of a small urban lot of 0.30-acres. This is a corner lot that is located along 23rd Street in the City of Kenosha, Kenosha County, Wisconsin. This lot is located in a newly established subdivision on the north side of Kenosha known as Parkview Heights. This is a fully improved lot that has municipal sewer, water, curb and gutter. It is located along 23rd Street at its intersection of the future extension of 39th Avenue. Although 39th Avenue has not yet been installed, it has been planned for a number of years, and as such, this lot is considered to be a corner lot. The parcel is well suited for residential use as it is fully improved and located in a new development. It has been on the market for an extended time showing the current soft market conditions. It is currently offered at \$54,900 or \$183,000 per acre. It is one of a number of lots currently available within this development.

These sales were then compared to the subject for differences in features and characteristics. These differences were then used to establish the subject's site value. To do so, percentage adjustments have been made for salient differences between the sales and the subject site. These adjustments were based on a paired sales analysis as well as the appraiser's knowledge and experience. In a paired sales analysis, two sale properties are similar except for one respect; the comparison of these properties would indicate a reasonable adjustment for the difference. The adjustments and differences found are outlined in the Market Analysis Summary Chart that follows. A more detailed description of each of the comparable sales used in this report may be found in the addenda.

Market Analysis - Direct Sales Analysis

Development Land Sales - Summary

Value As of:	Nov-10						
Item	Subject	LAND SALE NO. 1 RES-210-90	LAND SALE NO. 2 RES-210-91	LAND LIST NO. 3 RES-210-95	LAND LIST NO. 4 RES-210-94		
Address		23rd Street	23rd Street	23rd Street	23rd Street		
City		Kenosha	Kenosha	Kenosha	Kenosha		
County		Kenosha Co.	Kenosha Co.	Kenosha Co.	Kenosha Co.		
Seller		Berwick Properties	Berwick Properties	Berwick Properties	Berwick Properties		
Sales Price		\$46,900	\$46,900	\$54,900	\$54,900		
Price/Acre		\$203,913	\$203,913	\$191,958	\$183,000		
Price/Sq Ft		\$4.68	\$4.68	\$4.41	\$4.20		
Sale Date	Nov-10	Jul-10	Jul-10	Nov-10	Nov-10		
Time Adj.	0%	0% \$0	0% \$0	0% \$0	0% \$0		
Motivation		Arms Length	Arms Length	OFFERING	OFFERING		
Financing		Cash Sale	Conv Mtg	Conv Mtg	Conv Mtg		
Market Adj.		0% \$0	0% \$0	-5% (\$2,745)	-5% (\$2,745)		
Adjusted Price		\$46,900	\$46,900	\$52,155	\$52,155		
Adj. \$ / Acre		\$203,913	\$203,913	\$182,360	\$173,850		
Adj. \$ / Sq Ft		\$4.68	\$4.68	\$4.19	\$3.99		
Features	Subject	Desc.	%	Desc.	%	Desc.	%
Size (Acre)	0.286	0.230		0.230		0.286	5%
Size (Sq Ft)	12,458	10,019		10,019		12,458	
Shape	Standard	Standard		Standard		Standard	
Topography	Level	Level		Level		Level	
Corner	Corner	Interior	-5%	Interior	-5%	Corner	
Location	Suburban/Gd	Suburban/Gd		Suburban/Gd		Suburban/Gd	
Woods	No Woods	No Woods		No Woods		No Woods	
Zoning	RS-1, Res	RS-1, Res		RS-1, Res		RS-1, Res	
H & B Use	SFR Use	SFR Use		SFR Use		SFR Use	
Sewer/Septic	Sewer	Sewer		Sewer		Sewer	
Ditch vs. Curb	Curb/Gutter	Curb/Gutter		Curb/Gutter		Curb/Gutter	
Improvements	Vacant	Vacant		Vacant		Vacant	
Net Adj. (%)			-5%		-5%		0%
Net Adj. (\$)			-\$10,196		-\$10,196		\$0
Indicated \$/Acre			\$193,717		\$193,717		\$182,360
							\$182,543

Note: All calculations within this analysis were completed to 16-digits for accuracy. The displayed numerals are truncated values that represent the product of the original 16-digit calculation.

Brief Outline of Appraiser's Reasoning: The appraiser found that the unit of comparison most recognized by the market is the price per acre. The appraiser's analyses are based on this standard. The appraiser's analyses are based on this standard. Following is a summary of the major differences and adjustments found between the subject and sales.

Market Conditions (Time): Due to speculation and changing mortgage interest rates, indicators of market appreciation varied. It was determined that the market had appreciated steadily during 2004, 2005 and into early 2006. Market activity shows the market had a noticeable slow-down in mid 2006 and into 2007. These soft market conditions continue today. After reviewing the market, it is the professional opinion of the appraiser that the market had no noticeable appreciation since mid-2006. There were no noticeable market changes and no appreciation since that time. Consequently, sales after mid-2006 did not receive an adjustment for market changes as the market is considered to be flat since 2006.

Two of the comparables used are current offerings that have not yet sold. Land Listing No. 3 and 4 were adjusted downward to reflect their probable sales price. It should be noted that one of these offerings is the current listing of the subject site itself. As such, the unadjusted price of this

RESOLUTION # _____

BY: THE PUBLIC WORKS COMMITTEE

To Dedicate Permanent Limited Easement for Parcel 16, Plat of Right-of-Way Required for 39th Avenue from 24th Street to 18th Street In Accordance with Resolution of Relocation Order # 161-10

WHEREAS, It has been declared and determined to be in the public interest to acquire certain interests in property necessary for the construction of 39th Avenue from 18th Street south to 24th Street under authority of Section 62.22, Wisconsin Statutes; and,

WHEREAS, Parcel 16 of that Plat of Right-of-Way Required is owned by the City of Kenosha; and,

WHEREAS, a Permanent Limited Easement (PLE) as shown on the plans for grading purposes is required on said Parcel 16 to construct the roadway;

NOW, THEREFORE, BE IT RESOLVED, that the necessary PLE on Parcel 16 in accordance with the adopted Plat of Right-of-Way Required is hereby dedicated.

Adopted this _____ day of _____ 2011

ATTEST:

Debra L. Salas, Deputy City Clerk

APPROVE:

Keith G. Bosman, Mayor

Drafted by: MML/ Department of Public Work – Engineering Division



COUNTY OF KENOSHA

COUNTY CLERK

Mary T. Schuch-Krebs

1010 - 56th Street
Kenosha WI 53140
(262) 653-2552
Fax: (262) 653-2564

November 11, 2010

Dear City of Kenosha:

Please be advised that the Kenosha County Clerks Office is in receipt of the Relocation Order for:

Resolution #161-10 - To Amend Resolution #81-09 regarding the Relocation Order for 39th Avenue from 18th Street South to 27th Street for Right-of-Way Improvements and to Authorize Other Actions Necessary to Acquire Fee Title and Interest and Possession of Certain Property.

Sincerely,

Mary T. Schuch-Krebs
County Clerk

MTK/rdb

Parcel 16 3831-06-00 39th Avenue R-O-W
Permanent Easement
City of Kenosha, a Municipal Corporation
To
City of Kenosha, a Municipal Corporation
Part of Kenosha County Tax Parcel No. 07-222-24-207-002

A Permanent Easement for the right, permission and authority to adjust grade, or to construct and/or fill slopes, and to construct, install, operate and maintain storm water drainage channels and appurtenances (inlets, drainage pipe, etc.), and for road construction support structures including end-walls, and rip-rap, as needed for the 39th Avenue road construction project, or as in the future deemed needed and necessary, on a part of Outlot 2 of Certified Survey Map 2517, a certified survey map recorded as Document 1476709 on April 19, 2006 with the Kenosha County Register of Deeds Office, and being a part of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter, and part of the Northwest Quarter of the Southwest Quarter, of Section 24, Town 2 North, Range 22 East of the Fourth Principal Meridian, in the City of Kenosha, Kenosha County, State of Wisconsin, said easement including for such purpose the right to preserve, protect, remove or plant any trees, shrubs or vegetation that Grantee deems desirable, along with the right to operate the necessary equipment thereon and the right of ingress and egress when required; additionally Grantor agrees not to alter or change the ground elevation within the easement area by more than 0.4 feet unless approved by the City of Kenosha, and to keep easement area free and clear of any and all structures not approved by the City of Kenosha; said easement area being more particularly described as follows:

Commencing at the northwest corner of the Northwest Quarter of said Section 24; thence South 1°14'41" East along the west line of said Quarter Section, 1,996.09 feet to the westerly extension of the south line of Outlot 2 of Certified Survey Map 2517; thence South 89°00'01" East along the westerly extension of said south line, 80.06 feet to the southwest corner of said Outlot 2; thence North 1°14'41" West along the west line of said Outlot 2, a distance of 367.00 feet to the point of beginning; thence continuing North 1°14'41" West along said west line, being here also the east line of 39th Avenue, 300.00 feet; thence South 89°00'01" East parallel to the south line of said Outlot 2, a distance of 50.00 feet; thence South 1°14'41" East, 300.00 feet; thence North 89°00'01" West parallel to the south line of said Outlot 2, a distance of 50.00 feet to the point of beginning; containing 0.344 acres of land, more or less.



April 11, 2011

Via Email/ U. S. Mail

Attorney Mark Peterson
McNally, Maloney & Peterson, S.C.
2600 N. Mayfair Road, Ste 1080
Milwaukee, WI 53226-1309

Attorney Paul V Gagliardi
Gagliardi Law LLP
24414 75th Street
Salem, WI 53168-9703

Attorney Robert Theine Pledl
Pledl Law Office
1110 N. Old World 3rd St, Ste. 670
Milwaukee, WI 53203-1100

Re: Crabtree Residential Living, Inc. et al v. City of Kenosha, et. al
Case No. 10-C-691

Dear Gentlemen:

Enclosed please find the Full Settlement and Final Release of All Claims, Stipulation for Dismissal and Order for Dismissal in the above mentioned matter. Should these documents meet with your approval, please sign and have your client sign and have their signature notarized in the appropriate signature blocks. Return the documents to me and I will file the Stipulation and Order with the Court.

I have requested the settlement check from our clients and will forward it to you upon receipt.

Very truly yours,

A handwritten signature in black ink, appearing to read "Remzy D. Bitar".

REMZY D. BITAR
RDB/ikb

Enclosures

Excellence, Consistency, Integrity

710 North Plankinton Avenue Suite 500 Milwaukee, Wisconsin 53203 Phone: (414) 271-7722 Fax: (414) 271-4438

P.O. Box 842659 Houston, Texas 77284 Phone: (866) 952-7722

161 North Clark Street Suite 4700 Chicago, Illinois 60601 Phone: (312) 523-2111 Fax: (312) 523-2001

Crivello, Carlson, Picou & Andrekanic, LLC Office:

1012 Plummer Drive 2nd Floor Suite 103 Edwardsville, Illinois 62025 Phone: (618) 655-0006 Fax: (618) 655-0205

Common Council Agenda Item #L.4

BCC: Mr. Thomas E. Mann (via email)
RE: Claim No. PR043882

Mr. Edward R. Antaramian (via email)

FULL SETTLEMENT AND FINAL RELEASE OF ALL CLAIMS

Crabtree Residential Living, Inc., and Scott Rocco, by his legal guardian, Katherine Piantek, in consideration of Seventy-Three Thousand Eight Hundred Seventy-Five Dollars (\$73,875.00), the receipt and adequacy of which are hereby acknowledged, do hereby forever release and discharge The City of Kenosha and its officials and employees including David F. Bogdala, Jesse L. Downing, Lawrence F. Green, Eric J. Haugaard, Patrick Juliana, Katherine Marks, Jan Michalski, Ray Misner, Michael J. Orth, G. John Ruffolo and Theodore Ruffalo (hereafter referred to as the released parties) from any and all claims and causes of action, in any way arising out of or related to, regulations of the City of Kenosha's Ordinances governing group homes, adult family homes or community based residential facilities. These claims are more particularly described in United States District Court Eastern District of Wisconsin, case numbers 10-CV-00691, but this Release is not limited just to the claims asserted in those lawsuits.

This Release by Crabtree Residential Living, Inc., and Scott Rocco, by his legal guardian, Katherine Piantek, is also made for and binding upon their heirs, successors and assigns. By this agreement any liability of subsidiaries, parent corporations, insurers, predecessors, successors, officers, directors, agents or employees of the released parties is also released and discharged. Further, any other persons or entities who are or might be liable, even though their identity or involvement in the incident may not be presently known, are fully released and discharged.

This Release also fully extinguishes any claims or causes of action under the Wisconsin Uniform Marital Property Act. I represent that I am a married person at all times material to this incident and Release. In making such representation, I agree to indemnify the released parties from any claims arising out of the Wisconsin Uniform Marital Property Act, including any expenses incurred in the defense of such claims.

In making this Release, all rights to bring any other claims against anyone are fully extinguished since full compensation for all injuries and damages has been paid.

I understand that in making this Release I will have no right to make a claim against anyone, including the released parties for more money even if I later become dissatisfied with this settlement for any reason whatsoever.

It is understood that the money paid for this unqualified Release is received not only as a

full satisfaction for all known and unknown injuries and damages, but also is received for future injuries and damages. The extent of any future injuries and damages is unknown, but it is understood that it may result in a condition substantially different than it is today.

It is understood and agreed that this settlement is a full compromise of a disputed claim, and this settlement, or the payment of money, is not to be construed as an admission of liability by the released parties. It is recognized that the released parties deny that they are liable for the claimed injuries and damages. It is hereby stipulated that no party to this Release is to be considered a "prevailing party" for any purpose.

With full knowledge and understanding of the contents of this Release, I voluntarily enter into this settlement and do so without having relied on any statement or representation by the released parties, their representatives, or anyone retained by them.

Crabtree Residential Living, Inc., and Scott Rocco, by his legal guardian, Katherine Piantek, represents that no portion of this claim has been assigned to anyone else and that no other person or entity has any legal right to pursue this claim or share in the proceeds of the settlement, including but not limited to state and federal taxing authorities. In making this representation I agree to indemnify the released parties for any money they may have to pay to any other person or entity asserting any claim arising out of or related to any injuries or damages we sustained in this incident, including any claims based upon subrogation, derivation or assignment. Also, I will indemnify the released parties for any expenses incurred in defending such claims.

The statements in this Full Settlement and Final Release are contractual terms, and are not mere recitals. Any questions concerning this Release shall be determined and governed by the terms of this Release and the law of the State of Wisconsin.

I HAVE READ THIS RELEASE, WHICH CONSISTS OF FIVE PAGES, AND UNDERSTAND THAT IT IS A FULL AND COMPLETE COMPROMISE AND FULL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF KENOSHA, DAVID F. BOGDALA, JESSE L. DOWNING, LAWRENCE F. GREEN, ERIC J. HAUGAARD, PATRICK JULIANA, KATHERINE MARKS, JAN MICHALSKI, RAY MISNER, MICHAEL J. ORTH, G. JOHN RUFFOLO AND THEODORE RUFFALO FOR WHICH I HAVE BEEN FULLY COMPENSATED.

Dated this _____ day of May, 2011.

Jeff Crabtree
Authorized Representative
Crabtree Residential Living Inc.

Subscribed and sworn to before me
this ___ day of May, 2011.

Notary Public, State of Wisconsin
My Commission: _____

Dated this _____ day of May, 2011

Mack Crabtree
Authorized Representative
Crabtree Residential Living Inc.

Subscribed and sworn to before me
this ___ day of May, 2011.

Notary Public, State of Wisconsin
My Commission: _____

Dated this _____ day of May, 2011

Katherine Piantek
Legal Guardian for Scott Rocco

Subscribed and sworn to before me
this ___ day of May, 2011.

Notary Public, State of Wisconsin
My Commission: _____

CONSENT OF ATTORNEY:

As attorney for Crabtree Residential Living, Inc., and Scott Rocco, by his legal guardian, Katherine Piantek, I have reviewed the terms of this settlement with Boro Buzdum. I consent to this settlement.

Dated this _____ day of May, 2011.

Mark Peterson
Attorney for the Plaintiff

Subscribed and sworn to before me
this ___ day of May, 2011.

Notary Public, State of Wisconsin
My Commission: _____

Dated this _____ day of May, 2011.

Paul V Gagliardi
Attorney for the Plaintiff

Subscribed and sworn to before me
this ___ day of May, 2011.

Notary Public, State of Wisconsin
My Commission: _____

Dated this _____ day of May, 2011.

Robert Theine Pledl
Attorney for the Plaintiff

Subscribed and sworn to before me
this ____ day of May, 2011.

Notary Public, State of Wisconsin
My Commission: _____

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN**

CRABTREE RESIDENTIAL LIVING, INC.,
a domestic corporation, and
SCOTT ROCCO, by his legal guardian, Katherine Piantek,

Plaintiffs,

vs.

Case No.10-CV-00691

CITY OF KENOSHA, a municipal corporation,
DAVID F. BOGDALA, JESSE L. DOWNING,
LAWRENCE F. GREEN, ERIC J. HAUGAARD,
PATRICK JULIANA, KATHERINE MARKS,
JAN MICHALSKI, RAY MISNER, MICHAEL
J. ORTH, G. JOHN RUFFOLO, and THEODORE
RUFFALO, each sued in this individual capacity,

Defendants.

STIPULATION FOR DISMISSAL

Plaintiffs, Crabtree Residential Living, Inc., and Scott Rocco, by his legal guardian, Katherine Piantek, by their attorneys, Attorney Mark Peterson, Attorney Paul V Gagliardi, and Attorney Robert Theine Pledl and Defendants, City of Kenosha, David F. Bogdala, Jesse L. Downing, Lawrence F. Green, Eric J. Haugaard, Patrick Juliana, Katherine Marks, Jan Michalski, Ray Misner, Michael J. Orth, G. John Ruffolo and Theodore Ruffalo, by their attorneys, Crivello Carlson, s.c., stipulate that the above action, including all claims against the City of Kenosha and its officials and employees including David F. Bogdala, Jesse L. Downing, Lawrence F. Green, Eric J. Haugaard, Patrick Juliana, Katherine Marks, Jan Michalski, Ray Misner, Michael J. Orth, G. John Ruffolo and Theodore Ruffalo, may be dismissed with prejudice and without further costs and fees.

Date this ____ day of May, 2011

By: _____

Attorney Robert Theine Pledl
State Bar No.: 1007710
Pledl Law Office
1110 N. Old World 3rd St.
Ste. 670
Milwaukee, WI 53203-1100
Phone: 414-225-8999
Email: pled1@sbcglobal.net

Dated this ____ day of May, 2011

By: _____
Attorney Mark Peterson
State Bar No.: 1016259
McNally, Maloney & Peterson, S.C.
2600 North Mayfair Road, Suite 1080
Milwaukee, WI 53226-1309
Phone: 414-257-3399
Email: mpeterson@mmplaw.com

Dated this ____ day of May, 2011

By: _____

Attorney Paul V Gagliardi
State Bar No.: 1000629
Gagliardi Law LLP
24414 75th Street
Salem, WI 53168-9703
Phone: 262 843 3400
Email: paul@gcattys.com

Dated this _____ day of May, 2011.

BY: s:/ Remzy D. Bitar
RAYMOND J. POLLEN
State Bar No.: 1000036
REMZY D. BITAR
State Bar No.: 1038340
Attorneys for City of Kenosha, David F. Bogdala,
Jesse L. Downing, Lawrence F. Green,
Eric J. Haugaard, Patrick Juliana, Katherine Marks,
Jan Michalski, Ray Misner, Michael J. Orth,
G. John Ruffolo and Theodore Ruffalo
Crivello Carlson, S.C.
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rbitar@crivellocarlson.com

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN**

CRABTREE RESIDENTIAL LIVING, INC.,
a domestic corporation, and
SCOTT ROCCO, by his legal guardian, Katherine Piantek,

Plaintiffs,

vs.

Case No.10-CV-00691

CITY OF KENOSHA, a municipal corporation,
DAVID F. BOGDALA, JESSE L. DOWNING,
LAWRENCE F. GREEN, ERIC J. HAUGAARD,
PATRICK JULIANA, KATHERINE MARKS,
JAN MICHALSKI, RAY MISNER, MICHAEL
J. ORTH, G. JOHN RUFFOLO, and THEODORE
RUFFALO, each sued in this individual capacity,

Defendants.

ORDER

IT IS HEREBY ORDERED that upon the foregoing Stipulation, this action, including all claims against the City of Kenosha and its officials and employees including David F. Bogdala, Jesse L. Downing, Lawrence F. Green, Eric J. Haugaard, Patrick Juliana, Katherine Marks, Jan Michalski, Ray Misner, Michael J. Orth, G. John Ruffolo and Theodore Ruffalo, be, and are hereby, dismissed with prejudice and without costs or fees.

Dated this _____ day of May, 2011.

BY THE COURT:

The Honorable Lynn Adelman

TO: Chairman and members of the Finance Committee and Common Council

FROM: Bill Richardson, Assistant City Attorney

DATE: April 13, 2011

SUBJ: Antonia Badura, et al. v. City of Kenosha, et al.

Confidential: Attorney/Client Privilege

Joseph Badura was a retired firefighter who was covered by the City of Kenosha's Traditional Health Insurance Plan as a retiree until his death on March 15, 2006. After his death, the Estate and family of the late Joseph Badura filed a lawsuit pleading four (4) causes of action: (1) Breach of Contract (stemming from Aurora Medical Management's denial of a Mayo Clinic bill in the amount of \$20,200.000 for treatment rendered 12/12/05-01/03/06); (2) "Fraud Misrepresentation-Strict Responsibility" (alleging the City and/or its agents misrepresented to the Baduras that the City 's Health Plan would cover *any* treatment after Mr. Badura's Medicare ran out); (3) "Fair Settlement-Bad Faith"; and (4) "Personal Injury & Wrongful Death" (alleging that the City's denial of long-term acute care hospitalization caused Mr. Badura's premature death).

The City brought a motion for summary judgment which was granted on April 6, 2011, dismissing all of the plaintiffs' causes of action and judgment granted to the City. Plaintiffs' counsel has had discussions with City's attorneys about the possibility of waiving costs in exchange for a waiver of an appeal. City's costs are currently \$1,395.82. Attorneys fees to defend on appeal are estimated at between \$4,000.00 and \$5,000.00. It is my recommendation that we waive costs if the plaintiffs' will waive an appeal.