AGENDA
KENOSHA COMMON COUNCIL
KENOSHA, WISCONSIN
Council Chambers – Room 200 – Kenosha Municipal Building
Monday, April 20, 2009
7:00 P.M.

CALL TO ORDER
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE

Approval of the minutes of the meeting held April 6, 2009.

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

TO THE PUBLIC WORKS COMMITTEE

1. Request to sub-name 46th Street from Sheridan Road to Seventh Avenue as "Lemon Street," District #2. (Also refer to City Plan Commission)

TO THE PUBLIC SAFETY & WELFARE COMMITTEE

2. Proposed Ordinance to Repeal and Recreate Section 3.01 C., Regarding the Enforcement of the Regulations of Chapter III.

TO THE CITY PLAN COMMISSION

3. Petition to rezone property located at 6220 53rd Street from RD Two Family Residential District to B-2 Community Business District in conformance with Section 10.02 of the Zoning Ordinance, District #16. (Martinez/Culver's)
4. Petition to rezone property located at 5817 22nd Avenue from B-2 Community Business District to RG-2 General Residential District in conformance with Section 10.02 of the Zoning Ordinance, District # 8. (Kitzmiller)

COMMUNICATIONS, PETITIONS, REPORTS OF DEPARTMENTS

5. 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).

6. Amendment to the Corridor Land Use Plan for Property Located at 4235 Green Bay Road (*City Plan Commission Resolution 2-09*) (16th District) (*Back-up Copies Provided by City Development*) (CP-Ayes 7: Noes 0)

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.

7. Approve the following applications for new Operator's (Bartender) licenses, subject to:
-0 demerit points:
a. Anthony Hall
-25 demerit points:
b. Jessica Daly
-50 demerit points:
c. Walter Bonner
d. Jessica Lachman
e. Abby Maurer
f. Kelly Montague
(Ayes 5: Noes 0)
-90 demerit points
g. Richard Symonds (*Back-up Copies Provided by City Clerk*)
(Ayes 4: Noes 1) **HEARING**

8. DENY the following applications for new Operator's (Bartender) licenses, based on:
-material police record:
a. Amalia Piehl
b. Heather Roszina
(Ayes 5: Noes 0) (*Back-up Copies Provided by City Clerk*)
HEARING

9. Application of Vanessa Simon for a new Operator's (Bartender) license. (*Recommendation from City Attorney is to deny based on material police record & false application*) (*Back-up Copies Provided by City Clerk*)
(Recommendation Pending) **HEARING**

10. Applications for new Operator's (Bartender) licenses:
a. Tiffnee Julian (*Recommendation from City Attorney is to deny based on material police record*)
b. Jenny Melnick (*Recommendation from City Attorney is pending*) (*Back-up Copies Provided by City Clerk*) (Recommendation Pending) **HEARING**

11. Approve application of H&J Gas Mart, LLC, Lakhwinder Singh, Agent, for a Class "A" Beer License located at 2828 75th St., (H&J Gas Mart), with acceptance of a conditional surrender of a similar license at the same location from VS Enterprise, LLC. (12th District) (*Back-up Copies Provided by City Clerk*) (Ayes 3: Noes 1) **HEARING**

12. Approve application of Bindelli's Jungle, Inc., Cidney Bindelli, Agent, for a Class "B" Beer/"Class B" Liquor License located at 3805 22nd Avenue, (Bindelli's), and a renewal application to be effective July 1, 2009. (6th District) (*Back-up Copies Provided by City Clerk*) (Ayes 4: Noes 0) **HEARING**

13. Approve application of Van Aken & Associates, Inc., Chris Van Aken, Agent, for a Class "B" Beer /"Class B" Liquor License located at 5901 75th Street, STE 150, (Wingstop), and a renewal application to be effective July 1, 2009. (15th District) (*Back-up Copies Provided by City Clerk*) (Ayes 5: Noes 0) **HEARING** (**NOTE: Application may be amended to Class "B" Beer Only**)

14. Approve application of the Nook Cafe & Bakery, LLC, Tammy Peacy, Agent, for a Class "B" Beer/"Class C" Wine License located at 5703 6th Avenue, (The Nook Cafe), and a renewal application to be effective July 1, 2009. (2nd District) (*Back-up Copies Provided by City Clerk*) (Ayes 5: Noes 0) **HEARING**

15. Approve application of Rose's Carl's Pizza West, Inc., Rosaria M. Ruffalo, Agent, for a "Class C" Wine License located at 5020 60th Street, (Rose's Carl's Pizza West), subject to 50 demerit points. (16th District) (*Back-up Copies Provided by City Clerk*) (Ayes 5: Noes 0) **HEARING**

16. Approve application of Jack's Harborside Inn, Inc., located at 719 50th Street, (Harborside Inn), for a 1-Day Cabaret License on May 2, 2009 with no adverse recommendations. (2nd District) (*Back-up Copies Provided by City Clerk*) (Ayes 5: Noes 0) **HEARING**

17. Application of Goldtronics, LLC for the following licenses located at 6212 22nd Avenue, (Jewelry & Electronics Exchange), with no adverse recommendations (12th District):
    a. Secondhand Article Dealer
    b. Secondhand Jewelry Dealer
    (*Back-up Copies Provided by City Clerk*) (Ayes 5: Noes 0) **HEARING**

ORDINANCES 1st READING

18. By the Mayor - To Create Chapter XXXVII Entitled "Illicit Stormwater Discharges and Connections". (*Back-up Copies Provided by Public Works*) (PW-Ayes 4: Noes 0; SWU-Ayes 4: Noes 0).

19. By Alderperson Patrick Juliana - To Repeal and Recreate Section 16.09 D.2., Regarding Recurring Notices and Orders for Recurring Violations of the Property Maintenance Code. (*Back-up Copies Provided by NSI*) (PSW- Ayes 3: Noes 0)

20. By Alderperson Ray Misner - To Renumber, Create, and Repeal and Recreate Various Sections Regarding Identification Photographs for Peddlers; to Increase the License Fee; and Add the Requirement for Peddlers to Display Photograph Identification (*Sections 13.03 F., G., H., I., J., K., L., M., N., O. and P., as Sections 13.03 G., H., I., J., K., L., M., N., O., P. and Q.; to Create Section 13.03 F. Regarding Identification Photographs; to Repeal and Recreate Section 13.03 G. to Increase the License Fee; to Repeal and Recreate Sections 13.03 J. and 13.03 L., regarding the Requirement for Peddlers to Display Photograph Identification.*) (*Back-up Copies Provided by City Attorney*) (L/P-Recommendation Pending)

21. By the Mayor - To Repeal the Title of Section 5.046 from "Outdoor Dining Area Located in a Public Right-of-Way or Major Street Setback Area", and Recreate the Title as "Outdoor Dining Area Located in a Public Right-of-Way, Major Street Setback Area, or on Public Property"; To Repeal and Recreate Various Sections to Include "Public Property" (*5.046 A., 5.046 B., 5.046 C.1.g., 5.046 C.2.c. and d., 5.046 J.1.a., 5.046 J.2.a., 5.046 J.3.p., and 5.046 K. of the Code of General Ordinances*). (*Back-up Copies Provided by City Development*) (L/P-Ayes 5: Noes 0)

ZONING ORDINANCES 1st READING

22. By the Mayor - To Repeal and Recreate Section 3.12 A. (*of the Zoning Ordinance*) Regarding Institutional Permitted Uses; To Create Section 3.13 A.3. (*of the Zoning Ordinance)* to Include an Institutional Permitted Use in the B-1 Neighborhood Business District; and, To Create Section 3.14 A.7. (*of the Zoning Ordinance)* to include an Institutional Permitted Use in the B-2 Community Business District. (*Back-up Copies Provided by City Development*) (C.P.-Ayes 10: Noes 0)

ORDINANCES 2nd READING

23. Charter Ordinance No. 36 by Alderperson Michael J. Orth - To Repeal and Recreate Paragraph Number 2, of Charter Ordinance No. 9, as Amended by Charter Ordinance No. 19, to Adopt the Statutory Terminology of "Aldermanic District". (*Back-up Copies Provided by City Attorney*) (*NOTE: Requires 2/3 vote of full Common Council – 12 Votes*) **PUBLIC HEARING**

ZONING ORDINANCES 2nd READING

24. By the Mayor - To Rezone Property at 4235 Green Bay Road from M-2 Heavy Manufacturing District to B-2 Community Business District (*in conformance with Section 10.02 of the Zoning Ordinance*) (16th District) (Wamboldt). (*Back-up Copies Provided by City Development*) (C.P.-Ayes 7: Noes 0) **PUBLIC HEARING**

25. By the Mayor - To Rezone a Portion of Properties Located at 5001 and 5011 47th Avenue from RS-1 Single-Family Residential District to RD Two-Family Residential District (*in conformance with Section 10.02 of the Zoning Ordinance*) (16th District) (Apostoli)(*Back-up Copies Provided by City Development*) (C.P.-Ayes 7: Noes 0) **PUBLIC HEARING**

RESOLUTIONS

26. Resolutions by Finance Committee to Specially Assess Certain Parcels of Property for:
    a. Property Maintenance Reinspection Fees - $320.00
    b. Building/Zoning Reinspection Fees - $1,260.00
    c. Trash & Debris - $5,233.79

    (*Back-up Copies Provided by NSI & City Attorney*) (Fin.-Recommendation Pending) **HEARING**

27. By Committee on Public Works – Intent to Assess for Project #09-1208 Sidewalk and Curb/Gutter Program Hazardous Walk and Driveway Approach Repair Only (Citywide Locations). (All Districts) (*Back-up Copies Provided by PW*) (PW-Ayes 4: Noes 0)

28. By the Mayor - To Amend the City of Kenosha Capital Improvement Program for 2009 by Creating Line CD-09-001 "City-Wide Housing Rehabilitation Loan Program" for an Increase in The 2009 Program of $450,000.00. (*Back-up Copies Provided by City Development*) (Fin. - Recommendation Pending; C.P.-Ayes 11: Noes 0)

29. By the Mayor – To Approve a Two-Lot Certified Survey Map for Property Located at 12304-75th Street (Brat Stop, Inc.). (17th District) (*Back-up Copies Provided by City Development*) (PW-Ayes 3: Abstain 1; CP-Ayes 7: Noes 0)

30. By Alderperson Daniel L. Prozanski, Jr. - To Communicate to the State Legislature of the State of Wisconsin that the City of Kenosha Common Council Supports Senate Substitute Amendment 1 to the 2009 Senate Bill 3 and Assembly Bill 15 (*requires private health insurance companies to provide coverage for the diagnosis and treatment of Autism Spectrum Disorder*).

APPOINTMENTS/REAPPOINTMENTS BY THE MAYOR

31. Appointment of Janet Steinmetz, to the Keep Kenosha Beautiful Commission for a term to expire May 1, 2012. (*Back-up Copies Provided by Administration*)

32. Appointment of Christine Pratt, to the Keep Kenosha Beautiful Commission for a term to expire May 1, 2010. (*Back-up Copies Provided by Administration*)

33. Reappointment of the following to the Keep Kenosha Beautiful Commission for terms to expire May 1, 2012:
    a. Penny Carlino
    b. Pamela Thomey
    (*Back-up Copies Provided by Administration*)

34. Reappointment of the following persons to the Museum Board for terms to expire May 1, 2012:
    a. Alderman Donald K. Holland
    b. Alderman Katherine Marks
    c. Alan Goldsmith
    (*Back-up Copies Provided by Administration*)

35. Reappointment of the following to the Zoning Board of Appeals for terms to expire May 1, 2012:
    a. Steve Torcaso
    b. Anita Faraone
    (*Back-up Copies Provided by Administration*)

PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

36. Award of Parkway Tree Pruning #02-09 to The Care of Trees in the Amount of $14.83 per tree. (All Districts) (*Back-up Copies Provided by PW*)(Park Commission Ayes 3: Noes 1; Fin.-Ayes 6: Noes 0; SWU-Ayes 4: Noes 1)
    a. Reconsideration of failed approval (Common Council April 6, 2009) (reconsideration at request of Alderman Bogdala, who must make a motion for reconsideration)
    b. Approval

OTHER CONTRACTS AND AGREEMENTS

37. Contract of Exchange between the City of Kenosha and the Kenosha County Interfaith Human Concerns Network, Inc., for Property at 8043 Sheridan Road and 1701 and 1713 62nd Street (Districts #3 and #8). (*Back-up Copies Provided by City Development*) (Fin.-Recommendation Pending; C.P.-Ayes 11: Noes 0)

38. Lease Agreement by and between the City of Kenosha and Kenosha County Interfaith Human Concerns Network, Inc., for property at 8043 Sheridan Road, (District #3). (*Back-up Copies Provided by City Development*) (Fin.-Recommendation Pending; C.P.-Ayes 11: Noes 0)

39. Lease Agreement by and between the City of Kenosha and Kenosha County Interfaith Human Concerns Network, Inc., for properties at 1701 and 1713 62nd Street, (District #8). (*Back-up Copies Provided by City Development*) (Fin.-Recommendation Pending; C.P.-Ayes 11: Noes 0)

RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

40. KABA 2009 1st Quarter Loan Reports. (*Back-up Copies Provided by KABA*) (Fin.-Recommendation Pending)

41. Change Order #1 for Project #08-1208 Sidewalk & Curb/Gutter Program. (All Districts) (*Back-up Copies Provided by PW*)(PW-Ayes 4: Noes 0; Fin.-Recommendation Pending)

42. Disbursement Record #6 – $6,409,808.84. (*Back-up Copies Provided by Finance*) (Fin.-Recommendation Pending)

OTHER

43. Election of Common Council President for 2009-2010. (*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

City of Kenosha
Wisconsin

COMMON COUNCIL
OFFICIAL PROCEEDINGS
Monday, April 6, 2009

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

KENOSHA MUNICIPAL
BUILDING COUNCIL
CHAMBERS ROOM 200
Monday, April 6, 2009

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

The meeting was called to order at 7:05 p.m.

On roll call, the following members of the Common Council were present: Aldermen Moldenhauer, Holland, Ruffolo, Carpenter, Ohnstad, Juliana, Marks, Ruef, Kennedy, Nudo, Misner, Prozanski, Orth, Downing and Bogdala. Excused: Aldermen Haugaard and Casey.

The invocation was given by Alderman Kennedy.

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

At this time, the Mayor presented the Mayor's Youth Commission awards.

It was moved by Alderman Ruffolo, seconded by Alderman Carpenter, to approve the minutes of the meeting held March 16, 2009.

Motion carried unanimously.

Three (3) Citizens spoke during Citizen's Comments: Jeff Weidner, Kevin Solarte and Louis Rugani.

TO THE COMMITTEE ON FINANCE

1. Lease Agreement by and between the City of Kenosha and the Kenosha County Interfaith Human Concerns Network, Inc., for properties at 1701 and 1713 62nd Street, District #8.
2. Lease Agreement by and between the City of Kenosha and the Kenosha County Interfaith Human Concerns Network, Inc., for property at 8043 Sheridan Road, District #3.
3. Contract of Exchange between the City of Kenosha and the Kenosha County Interfaith Human Concerns Network, Inc., for property at 8043 Sheridan Road and 1701 and1713 62nd Street, Districts #3 and #8.

TO THE PUBLIC WORKS COMMITTEE

4. Proposed Ordinance to Create Chapter XXXVII Entitled "Illicit Stormwater Discharges and Connections".

TO THE PUBLIC SAFETY AND WELFARE COMMITTEE

5. Proposed Ordinance to Repeal and Recreate Section 16.09 D.2., Regarding Recurring Notices and Orders for Recurring Violations of the Property Maintenance Code.

TO THE CITY PLAN COMMISSION

6. To Repeal and Recreate Section 3.12 A. of the Zoning Ordinance regarding Institutional permitted uses; To Create Section 3.13 A.3. of the Zoning Ordinance to include an Institutional permitted use in the B-1 Neighborhood Business District; and, To Create Section 3.14 A.7. of the Zoning Ordinance to include an Institutional permitted use in the B-2 Community Business District.

TO THE LICENSING/PERMIT COMMITTEE

7. To Repeal the Title of Section 5.046 of the Code of General Ordinances from "Outdoor dining area located in a public right-of-way or major street setback area", and Recreate the Title as "Outdoor dining area located in a public right-of-way, major street setback area, or on public property"; To Repeal and Recreate Sections 5.046 A., 5.046 B., 5.046 C.1.g., 5.046 C.2.c. and d., 5.046 J.1.a., 5.046 J.2.a., 5.046 J.3.p., and 5.046 K. of the Code of General Ordinances include "Public Property".

COMMUNICATIONS, PETITIONS, REPORTS OF DEPARTMENTS

8. It was moved by Alderman Ohnstad, seconded by Alderman Carpenter, to approve:

a. 30 applications for an Operator's (Bartenders) license, per list on file in the office of the City Clerk.
b. 1 application(s) for a transfer of agent status of Beer and/or Liquor licenses, per list on file in the office of the City Clerk.
c. 3 application(s) for a special Class "B" Beer and/or "Class B" Wine license per list on file in the office of the City Clerk.
d. 4 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.

RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS

9. It was moved by Alderman Nudo, seconded by Alderman Kennedy, to approve the following applications for new Operator's (Bartender) licenses, subject to:
-25 demerit points:
a. Allyson Burt
b. Alexander Dwyer
c. Chaileen Holiday
-50 demerit points:
d. Elizabeth Bane
e. Karla Gutierrez
f. Debra Lewis
g. Melinda Miller
h. Kori Porter
i. Eric Ringstrom
-75 demerit points:
j. Patrick Shaff
A hearing was held. The applicants did not appear. On a voice vote, motion carried.
10. It was moved by Alderman Nudo, seconded by Alderman Juliana, to DENY application of Matthew Mondrawickas for a new Operator's (Bartender) licenses, based on material police record & false application. A hearing was held. The applicant did not appear. On a voice vote, motion carried.
11. It was moved by Alderman Nudo, seconded by Alderman Juliana, to DENY application of Cassie A. Mauldin for a New Operator's (Bartender) License Based on Material Police Record. A hearing was held. The applicant did not appear. On a voice vote, motion carried.
12. It was moved by Alderman Juliana, seconded by Alderman Nudo, to DENY application of John Rittersdorf for a Taxi Cab permit, Located at 7411 95th Avenue, (1) Taxi Cab – Based on Recommendation from Zoning Coordinator (Taxi Services are not Permitted in Residential Districts). A hearing was held. The applicant did not appear. On a voice vote, motion carried.
13. It was moved by Alderman Juliana, seconded by Alderman Nudo, to approve application of Gianni's Restaurant & Lounge, LLC, Jeffrey Pfeffer, Agent, for a Class "B" Beer/"Class B" Liquor License located at 4814 Sheridan Rd., (Gianni's Restaurant & Lounge), with acceptance of a conditional surrender of a similar license at the same location from Fefco Investment, LLC subject to 25 demerit points A hearing was held. The applicant did not appear. On a voice vote, motion carried.
14. It was moved by Alderman Juliana, seconded by Alderman Nudo, to approve Findings of Fact, Conclusions of Law and Recommendation (No Action) on Revocation of Scrap Salvage Dealer License of Dan Zizzo, Scrap Steel, Inc., (d/b/a Zizzo's Scrap Steel, located at 1320 52nd Street).
A hearing was held. The applicant did not appear. On a voice vote, motion carried.
15. It was moved by Alderman Nudo, seconded by Alderman Juliana, to approve 4 Renewal applications for Scrap Salvage Collector/Dealer licenses with no adverse recommendations per list on file in the Office of the City Clerk. On a voice vote, motion carried.

ORDINANCES 1ST READING

16. It was moved by Alderman Nudo, seconded by Alderman Juliana, to send the following ordinance on

it's way: Charter Ordinance No. 36 by Alderperson Michael J. Orth - To Repeal and Recreate Paragraph Number 2, of Charter Ordinance No. 9, as Amended by Charter Ordinance No. 19, to Adopt the Statutory Terminology of "Aldermanic District". On a voice vote, motion carried.

ZONING ORDINANCES 1ST READING

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

17. By the Mayor - To Rezone Property at 4235 Green Bay Road from M-2 Heavy Manufacturing District to B-2 Community Business District (in conformance with Section 10.02 of the Zoning Ordinance) (Wamboldt).

18. By the Mayor - To Rezone a Portion of Properties Located at 5001 and 5011 47th Avenue from RS-1 Single-Family Residential District to RD Two-Family Residential District (in conformance with Section 10.02 of the Zoning Ordinance) (Apostoli) On a voice vote, motion carried.

ORDINANCES 2ND READING

It was moved by Alderman Juliana, seconded by Alderman Ruffolo, to adopt Ordinance 16-09.
A public hearing was held. No one spoke for or against said ordinance.
On roll call vote, motion carried unanimously and said ordinance was thereupon adopted as follows:

19. ORDINANCE NO. 16-09
BY: ALDERMAN DAVID F. BOGDALA
TO REPEAL AND RECREATE SECTION 2.02 A.; AND, TO REPEAL AND RECREATE SECTION 2.02 D.5. OF THE CODE OF GENERAL ORDINANCES REGARDING THE SUBMISSION OF AN ITEMIZED BUDGET, AND THE REVIEW, REPORTS AND ADOPTION OF THE CAPITAL IMPROVEMENT PLAN OF THE CITY BUDGET

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows: Section One: Section 2.02 A. of the Code of General Ordinances for the City of
Kenosha, Wisconsin, is repealed and recreated as follows: A. Submission. The Mayor shall submit to the Council not later than the first Monday of October, an itemized budget for the ensuing fiscal year prepared in accordance with #65.90 of the Wisconsin Statutes. Section Two: Section 2.02 D.5. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is repealed and recreated as follows: 5. Review and Report by the City Plan Commission, Committees of Council; Adoption by the Common Council. a. Submission By The Mayor. On or before the first Monday in October of each year, the Mayor shall present a proposed Capital Improvement Plan to the Common Council and the City Plan Commission. b. Recommendation By The City Plan Commission. On or before November 1 of each year, the City Plan Commission shall make recommendations to the Finance Committee regarding the proposed Capital Improvement Plan. The recommendation of the City Plan Commission to the Finance Committee shall also be directed to the Common Council's Committees on Finance, Public Safety and Welfare, and Public Works. Prior to making its recommendation, the City Plan Commission shall seek the recommendations and assistance of the Departments of Finance and City Development, and shall hold a public hearing. c. Recommendation of The Committee on Public Safety and Welfare. On or before November 15 of each year, the Committee on Public Safety and Welfare shall make recommendations to the Finance Committee regarding those portions of the proposed Capital Improvement Plan related to the Police Department, the Fire Department and/or the Department of Neighborhood Services and Inspections. d. Recommendation of The Public Works Committee. On or before November 15 of each year, the Public Works Committee shall make recommendations to the Finance Committee regarding those portions of the proposed Capital Improvement Plan related to the Departments of Public Works, Airport and Transportation. e. Recommendation of Finance Committee. On or before December 1 of each year, the Finance Committee shall make a recommendation to the Common Council regarding the proposed Capital Improvement Plan. f. Common Council Approval. Prior to the adoption of the annual operating budget, but no later than its second regular meeting in December, and after holding a public hearing and considering the

recommendations of the Finance Committee, the Common Council shall adopt the Capital Improvement Plan. Section Three: This Ordinance shall become effective upon passage and publication.

APPROVED:
KEITH G. BOSMAN, MAYOR
ATTEST:
DEBRA L. SALAS, DEPUTY CITY CLERK

20. It was moved by Alderman Nudo, seconded by Alderman Downing, to adopt Ordinance 17-09. A public hearing was held. No one spoke for or against said ordinance.

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

ORDINANCE NO. 17-09
BY: THE MAYOR
ATTACHMENT AND TEMPORARY ZONING DISTRICT CLASSIFICATION ORDINANCE
Under Section 66.0307, Wisconsin Statutes, City of Kenosha/Town of Somers State Approved Cooperative Plan Parcel Nos. 80-4-222-352-0340;
80-4-222-352-0361; and, 80-4-222-352-0381, Town of Somers [City of Kenosha - Property Owners]

Attaching to the City of Kenosha, Wisconsin, territory in the Town of Somers, Kenosha County, Wisconsin, and providing temporary zoning district classifications under Section 66.0307, Wisconsin Statutes, City of Kenosha/Town of Somers State Approved Cooperative Plan: The Common Council of the City of Kenosha, Wisconsin, do ordain as follows: Section One: Territory Attached. In accordance with City of Kenosha/Town of Somers Cooperative Plan under Section 66.0307 of the Wisconsin Statutes, approved by the Wisconsin Department of Administration, Intergovernmental Relations, Municipal Boundary Review, on August 8, 2005, the territory in the Town of Somers, Kenosha County, Wisconsin, with an associated population of eleven (11), described on the attached legal description, Attachment "A", and map, Attachment "B", is hereby attached to the City of Kenosha, Wisconsin, as hereinafter provided.

Section Two: Effect of Attachment. From and after April 11, 2009, the date of attachment, the territory described in Section One shall be a part of the City of Kenosha for any and all purposes provided by law, and all persons coming or residing within such territory shall be subject to all Ordinances, rules and regulations governing the City of Kenosha. Section Three: Temporary Zoning District Classifications. The territory described in Section One, upon attachment, shall have the temporary zoning district classifications shown on Attachment "C", which zones the territory under the most restrictive classification of the City Zoning Ordinance. This temporary zoning district classification shall be and remain in effect for each parcel of land described therein until this Temporary Zoning District Classification Ordinance is amended as prescribed in Section 62.23(7)(d), Wisconsin Statutes. Section Four: District and Ward Designation. The territory described in Section One is hereby made a part of the 38th Ward of the 16th District of the City of Kenosha, subject to the Ordinances, rules and regulations of the City governing Wards and Districts. The County Board of Supervisors for Kenosha County is requested to have the attached area included in the same District and Ward for the County Supervisory seat as for the City

Attachment A

PETITION OF PROPERTY OWNERS FOR ATTACHMENT TO THE CITY OF KENOSHA FROM THE TOWN OF SOMERS PURSUANT TO SECTION 66.0307; WISCONSIN STATUTES, STATE APPROVED COOPERATIVE PLAN

The undersigned, constituting all of the owners of certain real property within the Town of Somers, Kenosha County, Wisconsin, petition the Mayor and Common Council of the City of Kenosha, Wisconsin, to attach the territory described below and shown on the attached scale map to the City of Kenosha, Kenosha County, Wisconsin, pursuant to the Section 66.0307 Wisconsin Statutes, State Approved Cooperative Plan.

The current population of the territory to be attached as defined by Section 66.0217(5)(a) of the Wisconsin Statutes is ___0___.

Legal Description:

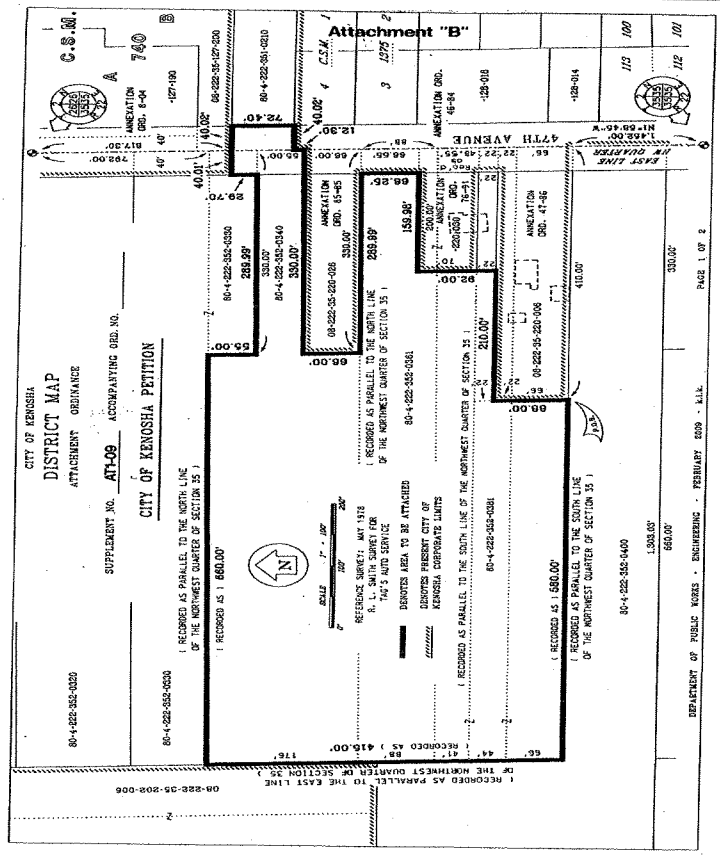
Part of the Northeast Quarter and part of the Northwest Quarter of Section 35, Town 2 North, Range 22 East of the Fourth Principal Meridian lying and being in Somers Township, Kenosha County, Wisconsin and more particularly described as follows:

Commencing at the southeast corner of the Northwest Quarter of said Section 35; thence North 1°58'45" West along the east line of said Quarter Section, 1,452.00 feet; thence west parallel to the south line of said Quarter Section, and along the present corporate limits of the City of Kenosha, 410.00 feet to the point of beginning; thence continuing west parallel to the south line of said Quarter Section, 580.00 feet to the southwest corner of the parcel of land described in a Warranty Deed from Anthony and Angeline Taglianetti to Richard Crow on December 18, 1978 and recorded in Volume 1036, Pages 729-30, Document 646280 with the Kenosha County Register of Deeds Office; thence north along the west line of the parcel of land described in said document, and in part, along the present corporate limits of the City of Kenosha, 415.00 feet to the northwest corner of said parcel of land; thence east along the north line of the parcel of land described in said document, 660.00 feet to a point which is 330.00 feet west of the east line of said Quarter Section; thence south parallel to the east line of said Quarter Section, 55.00 feet; thence east parallel to the north line of said Quarter Section, 289.99 feet to a point on the west line of 47th Avenue which is 847.00 feet south of the north line of said Quarter Section; thence north along said west line, 29.70 feet; thence east parallel to the north line of said Quarter Section, and along the present corporate limits of the City of Kenosha, 40.01 feet to a point on the west line of the Northeast Quarter of said Section 35 which is 817.30 south of the northwest corner of said Quarter Section; thence east along the westerly extension of the south line of Parcel "B" of Certified Survey Map 740, and along said present corporate limits, a distance of 40.02 feet to the east line of 47th Avenue; thence south along said east line, 72.40 feet, more or less, to the northwest corner of Lot 4 of Certified Survey Map 1375; thence west along the westerly extension of the north line of said Lot 4, and along said present corporate limits, a distance of 40.02 feet to the east line of the Northwest Quarter of said Section 35; thence south along said east line, and along said present corporate limits, 12.30 feet, more or less, to a point which is 902.00 feet south of the northeast corner of said Quarter Section; thence west parallel to the north line of said Quarter Section, and along said present corporate limits, 330.00 feet; thence south parallel to the east line of said Quarter Section, and along said present corporate limits, 66.00 feet; thence east parallel to the north line of said Quarter Section, and along said present corporate limits, 289.99 feet to the west line of 47th Avenue; thence south along said west line, and along said present corporate limits, 66.25 feet, more or less, to the north line of the parcel of land described in a Warranty Deed from Anthony and Angeline Taglianetti to Glen and Rosemarie Spencer on March 16, 1971 and recorded in Volume 842, Page 413, Document 530175 with the Kenosha County Register of Deeds Office; thence west along the north line of the parcel of land described in said Document 530175, and along said present corporate limits, 159.98 feet to the northwest corner of said parcel of land; thence south along the west line, and its extension southerly, of the parcel of land described in said document, 92.00 feet to the north line of the parcel of land described in a Warranty Deed from Hans Hanson to Jerald Hanson on April 30, 1971 and recorded in Volume 850, Page 171, Document 533399 with the Kenosha County Register of Deeds Office; thence west along the north line of the parcel of land described in said Document 533399, and along said present corporate limits, 210.00 feet to the northwest corner of said parcel of land; thence south along the west line of the parcel of land described in said document, 88.00 feet to the point of beginning; containing 7.381 acres of land, more or less.

Date	Signature of Petition/Owner	Mailing Address/Phone Number
3/6/9	Michael Higgins	625 60th St Kenosha, WI
	City Clerk - Treasurer, City Agent	262-653-4020

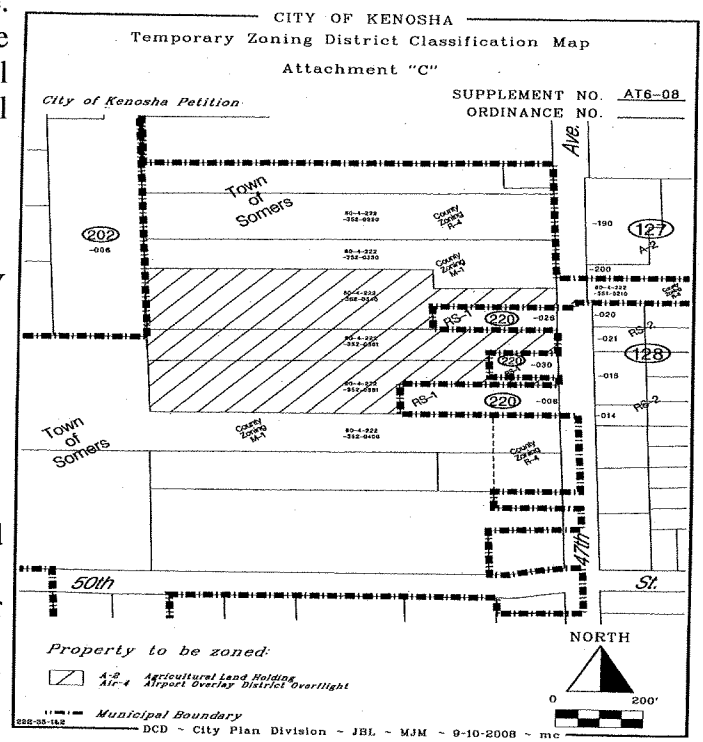
2MAKI/ATTACH/2009/CITY-47a/petition

RECEIVED
MAR 6 2009
CITY OF KENOSHA
CITY CLERK - TREASURER



Aldermanic seat. Section Five: Connection To City Utilities. The territory described in Section One shall, by submission of the Attachment Petition, require connection of existing and any future habitable buildings to municipal water and sewer, within the time limits established by Chapter 32 of the Code of General Ordinances for the City of Kenosha, Wisconsin. Section Six: Severability. If any provision of this Ordinance is invalid or unconstitutional, or if the application of this Ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid or unconstitutional provision or application. Section Seven: Effective Date. This Ordinance, the Attachment, and the Temporary Zoning District Classifications shall take effect upon passage, publication and April 11, 2009, as provided by law.

APPROVED:
KEITH G. BOSMAN, MAYOR
ATTEST:
DEBRA L. SALAS, DEPUTY CITY CLERK
NOTE: MAPS ARE AVAILABLE FOR VIEWING IN THE CITY CLERK'S OFFICE



ZONING ORDINANCES 2ND READING

21. It was moved by Alderman Ruef, seconded by Alderman Juliana, to adopt Ordinance 18-09. A public hearing was held. No one spoke for or against said ordinance.

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

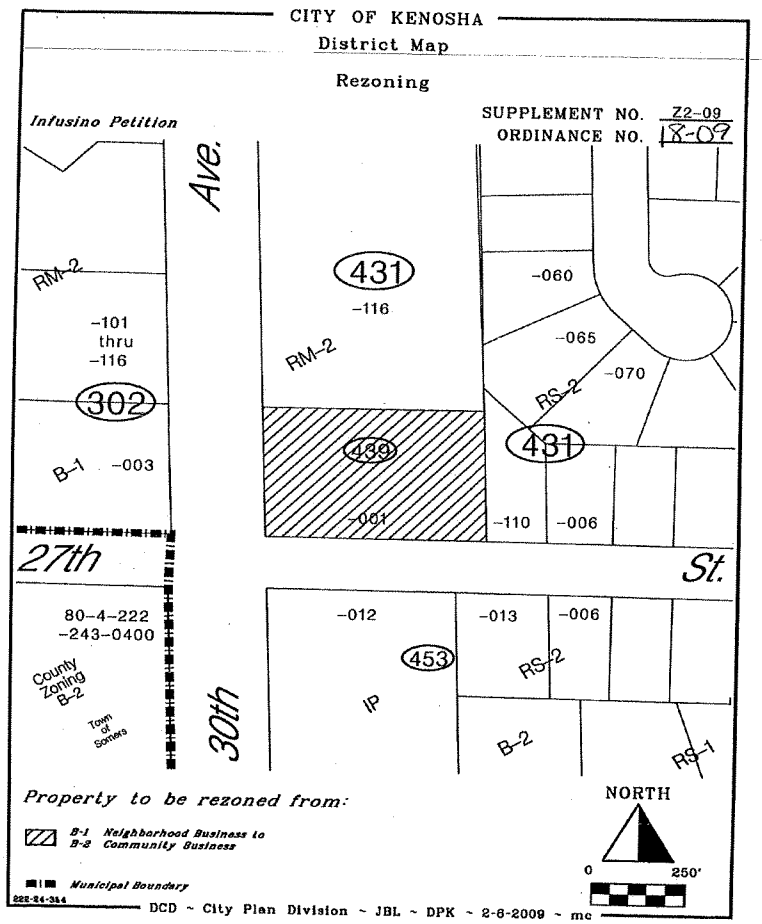
REZONING ORDINANCE NO. 18-09
BY: THE MAYOR
Zoning: TO REZONE PROPERTIES LOCATED AT 2619, 2621 AND 2623 – 30TH AVENUE

FROM B-1 NEIGHBORHOOD BUSINESS DISTRICT TO B-2 COMMUNITY BUSINESS DISTRICT [Infusino]

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows: Section One: That the land shown on the attached Supplement Map No. Z2-09 be, and the same hereby is, zoned and districted as indicated on said map.

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

APPROVED:
KEITH G. BOSMAN, MAYOR
ATTEST:
DEBRA L. SALAS, DEPUTY CITY CLERK



NOTE: MAPS ARE AVAILABLE FOR VIEWING IN THE CITY CLERK'S OFFICE

22. It was moved by Alderman Ruef, seconded by Alderman Juliana, to adopt Ordinance 1-09.

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

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

ZONING ORDINANCE NO. 19-09
BY: CITY PLAN COMMISSION
TO AMEND SECTION 12.0 B. OF THE ZONING ORDINANCE FOR THE CITY OF KENOSHA, WISCONSIN, BY ADDING THERETO THE DEFINITION OF THE TERMS ARTISAN", ARTISAN MANUFACTURING", ARTISAN STUDIO", HANDMADE" AND NUISANCE"; AND, TO CREATE SECTIONS 3.13 A.1.dd., 3.13 B.6., 3.14 A.2.ee., 3.14 B.10, 3.15 A.2.ee., 3.15 B.9., 3.155 A.4.ee. and 3.155 C.11. OF THE ZONING ORDINANCE TO PERMIT ARTISAN STUDIOS OR ARTISAN MANUFACTURING IN THE B-1 NEIGHBORHOOD BUSINESS DISTRICT, THE B-2 COMMUNITY BUSINESS DISTRICT, THE B-3 CENTRAL BUSINESS DISTRICT, AND THE B-4 MIXED-USE DISTRICT, RESPECTIVELY

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows: Section One: Section 12.0 B. of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby amended by adding thereto the following definitions: Artisan. A skilled manual worker who crafts items, including, but not limited to, food, clothing, jewelry, household items, pottery, sculptures, and tools. Artisan Manufacturing. The on-site production of handmade items by an artisan or group of artisans that is conducted within an artisan studio. Artisan Studio. Artisan Studio shall mean a building or portion thereof used for the purpose of the display and sale of individually crafted handmade items. Handmade. The design and creation of items from raw materials and its finishing and decoration accomplished by hand labor and/or by manually controlled methods that permit the maker to control and vary the construction,

shape, design, and/or finish of each individual piece, but does not exclude the use of hand tools and equipment, nor does it exclude the hand assembly of pre-manufactured components in a creative manner. Nuisance. A wrong that arises from the unreasonable, unwarranted, or unlawful use by a person of his/her own property, either real or personal, or from his/her own improper, indecent, or unlawful personal conduct, which wrong works as an obstruction of or injury to the right of another or of the public, which wrong interferes with the comfortable enjoyment of life or property, which wrong obstructs the free passage or use, in the customary manner, of any navigable lake or river, bay, stream, canal, or basin, or any public park, square, street or highway, or which wrong produces material annoyance, inconvenience, discomfort, or hurt. When used in the context of sound, nuisance" is further characterized as a sound which annoys or disturbs a reasonable person of normal sensibilities. Section Two: Section 3.13 A.1.dd. of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby created as follows: dd. Artisan studio. Section Three: Section 3.13 B.6. of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby created as follows: 6. Artisan manufacturing conducted wholly within an enclosed building. Such production of items shall be an accessory use to an artisan studio and shall not cause, create or result in noxious odors, smoke, dust, or dirt, or cause objectionable sounds of an intermittent nature which become a nuisance to adjacent uses. Section Four: Section 3.14 A.2.ee. of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby created as follows: ee. Artisan studio. Section Five: Section 3.14 B.10. of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby created as follows: 10. Artisan manufacturing conducted wholly within an enclosed building. Such production of items shall be an accessory use to an artisan studio and shall not cause, create or result in noxious odors, smoke, dust, or dirt, or cause objectionable sounds of an intermittent nature which become a nuisance to adjacent uses. Section Six: Section 3.15 A.2.ee. of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby created as follows: ee. Artisan studio. Section Seven: Section 3.15 B.9. of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby created as follows: 9. Artisan manufacturing conducted wholly within an enclosed building. Such production of items shall be an accessory use to an artisan studio and shall not cause, create or result in noxious odors, smoke, dust, or dirt, or cause objectionable sounds of an intermittent nature which become a nuisance to adjacent uses
Section Eight: Section 3.155 A.4.ee. of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby created as follows: ee. Artisan studio. Section Nine: Section 3.155 C.11. of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby created as follows: 11. Artisan manufacturing conducted wholly within an enclosed building. Such production of items shall be an accessory use to an artisan studio and shall not cause, create or result in noxious odors, smoke, dust, or dirt, or cause objectionable sounds of an intermittent nature which become a nuisance to adjacent uses. Section Ten: This Ordinance shall become effective upon passage and publication.

APPROVED:
KEITH G. BOSMAN, MAYOR
ATTEST:
DEBRA L. SALAS, DEPUTY CITY CLERK

RESOLUTIONS

23. It was moved by Alderman Ruef, seconded by Alderman Nudo, to adopt Resolutions 36-09 through 39-09. A hearing was held. No one spoke. On roll call vote, motion carried unanimously and said resolutions were thereupon adopted as follows:

a. RESOLUTION NO. 36-09
BY: FINANCE COMMITTEE
To Specially Assess Certain Parcels of Property for Building/Zoning Reinspection Fees

BE IT RESOLVED, that special assessments for reinspection fees during 2008, in the total amount of $650.00 (A/C# 110-00-44806), 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 6th day of April, 2009.

APPROVED:
KEITH G. BOSMAN, MAYOR
ATTEST:
DEBRA L. SALAS, DEPUTY CITY CLERK

b. RESOLUTION NO. 37-09
BY: FINANCE COMMITTEE
To Specially Assess Certain Parcels of Property for Boarding and Securing

BE IT RESOLVED, that special assessments for boarding and securing during 2008/2009, in the total amount of $5,895.19, 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 6th day of April, 2009.

APPROVED:
KEITH G. BOSMAN, MAYOR
ATTEST:
DEBRA L. SALAS, DEPUTY CITY CLERK

c. RESOLUTION NO. 38-09
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 2009, in the total amount of $3,220.00, 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 6th day of April, 2009.

APPROVED:
KEITH G. BOSMAN, MAYOR
ATTEST:
DEBRA L. SALAS, DEPUTY CITY CLERK

d. RESOLUTION NO. 39-09
BY: FINANCE COMMITTEE
To Specially Assess Certain Parcels of Property for Trash and Debris Removal

BE IT RESOLVED, that special assessments for trash and debris removal during 2009, in the total amount of $500.00, 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 6th day of April, 2009

APPROVED:
KEITH G. BOSMAN, MAYOR
ATTEST:
DEBRA L. SALAS, DEPUTY CITY CLERK

24. It was moved by Alderman Ruffolo, seconded by Alderman Nudo, to adopt Resolution 40-09. A hearing was held. No one spoke. On roll call vote, motion carried unanimously and said resolution was thereupon adopted as follows:

RESOLUTION NO. 40-09
BY: FINANCE COMMITTEE
To Rescind One (1) Special Assessment Levied by Resolution No. 12-09 Against Parcel No. 01-122-01-228-002 (3721 60th Street), Kenosha, Wisconsin.

WHEREAS, on February 2, 2009, the Common Council of the City of Kenosha, Wisconsin, adapted Resolution No. 12-09 levying special assessments for unpaid permit fees/reinspection fees for various properties within the City of Kenosha, Wisconsin, at the request of the Department of Neighborhood Services and Inspections; and,

WHEREAS, the Department of Neighborhood Services and Inspections has determined that a special

assessment should not have been levied on one (1) of those parcels; to wit: Parcel No. 01-122-01-228-002 (3721 60th Street), Kenosha, Wisconsin.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that the special assessment of $160.00 levied by Resolution No. 12-09 against Parcel No. 01-122-01-228-002 (3721 60th Street) Kenosha, Wisconsin be and hereby is rescinded.

Passed this 6th day of April, 2009.

APPROVED:
KEITH G. BOSMAN, MAYOR
ATTEST:
DEBRA L. SALAS, DEPUTY CITY CLERK

25. It was moved by Alderman Moldenhauer, seconded by Alderman Kennedy, to adopt Resolution 41-09. A public hearing was held. No one spoke for or against said resolution. On roll call vote, motion carried unanimously and said resolution was thereupon adopted as follows:

RESOLUTION NO. 41-09
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 6th day of April, 2009, 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:

52nd Street - 30th Avenue to Sheridan Rd, 5th Avenue - 75th Street to 68th Street, 24th Avenue - 27th Street to 31st Street, 63rd Street - 14th Avenue to Sheridan Rd, 32nd Avenue - 80th Street to north 120 ft.

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 66.60(16), 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 22nd day of May, 2009, 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 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 66.60(15), 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 6th day of April, 2009.

APPROVED:
KEITH G. BOSMAN, MAYOR
ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

26. It was moved by Alderman Ruffolo, seconded by Alderman Nudo, to adopt Resolution 42-09.

26.1 It was moved by Alderman Kennedy, seconded by Alderman Marks to defer for two weeks. During discussion, several points of order were requested on the subject of comments made by the Aldermen. The Mayor allowed the Aldermen to speak. Motion failed (6-9) with Aldermen Kennedy, Moldenhauer, Holland, Carpenter, Ohnstad and Marks voting yes.

26.2 It was moved by Alderman Orth, seconded by Alderman Ohnstad to amend the last paragraph of the resolution, by adding that it be sent to the County Boards of the 11 Counties affected by Assembly Bill 75. On a voice vote, motion carried.

On roll call vote, motion carried (12-3) with Aldermen Kennedy, Moldenhauer and Marks voting nay and said resolution was thereupon adopted as follows:

RESOLUTION NO. 42 – 09
BY: ALDERPERSON RAY MISNER
TO REGISTER THE CITY OF KENOSHA COMMON COUNCIL'S OPPOSITION TO THE GOVERNOR'S PROPOSAL TO REQUIRE THE OBSERVATION AND RECORDATION OF RACIAL INFORMATION OBTAINED THROUGH TRAFFIC STOPS

WHEREAS, the 2009-2011 State Budget proposed by Governor James E. Doyle as embodied in 2009 Assembly Bill 75, includes a provision that would require law enforcement officers from the eleven largest counties of Wisconsin's seventy-two (72) counties to collect and report: the name, address, gender, and race of every motorist; the make and year of the vehicle driven; the reason for the stop; the date, time, and location of the stop; the name, address, gender, and race of every passenger involved in a traffic stop who is subject to a search; and, the officer's name and badge number; and,

WHEREAS, Kenosha is one of those eleven counties subject to this burden of collecting and reporting; and,

WHEREAS, such proposal is ostensibly to study racial profiling (which has been defined as the inclusion of racial characteristics in determining whether a person is considered more likely to commit an illegal act) in the context of traffic stops; and,

WHEREAS, racial profiling is offensive when used in the context of face-to-face observation by law enforcement officers prior to the initiation of a stop (e.g., of pedestrians in neighborhoods, of attendees of entertainment events, or of passengers of airlines); and,

WHEREAS, the vast majority of traffic stops are initiated upon law enforcement officers' observations of driving behavior (e.g., speeding, weaving, sign violations, tailgating) or observations of equipment violations, under conditions where most often initiation of the stop is without law enforcement officer observation of the driver of the vehicle, such that a racial profiling is not at issue; and,

WHEREAS, racial determinations based upon observation are at best subjective; and,

WHEREAS, racial determinations based upon documentation of ethnicity, which often is mixed, can be arbitrary; and,

WHEREAS, racial determination of drivers of motor vehicles based upon questions posited to the drivers is potentially offensive, and tends to erode the confidence of the driver in the law enforcement system; and,

WHEREAS, asking passengers of motor vehicles stopped for traffic offenses, for which stop the passenger was not responsible, as to their race is unnecessarily intrusive, offensive, and tends to erode the confidence of the passenger in the law enforcement system; and,

WHEREAS, the City of Kenosha's Police Department conducted over 15,000 traffic stops in 2008, such that the requirements of the proposal to collect and report information on such a volume of traffic stops places additional workload and responsibility on law enforcement officers that is burdensomely time consuming; and

WHEREAS, by attempting to create two separate enforcement procedures, one applicable to passengers in sixty-one counties, and the other, more intrusive procedure applicable to passengers in eleven counties, the state has potentially implicated Constitutional Equal Protection considerations; and,

WHEREAS, by requiring law enforcement officers in the eleven counties to obtain identifying information not previously or otherwise Constitutionally required of passengers, the state is potentially subjecting the City to claims at law for allegations of Civil Rights violations with respect to the Fourth, Fifth, and/or Fourteenth Amendments to the United States Constitution; and,

WHEREAS, and by ignoring the sixty-one least populated counties, the statistical analysis of the proposed statewide study is skewed.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Kenosha, Wisconsin, registers its opposition to the provision in 2009 Assembly Bill 75 that would require law enforcement officers from the eleven largest counties of Wisconsin's seventy-two (72) counties to collect and report the name, address, gender, and race of every motorist; the make and year of the vehicle driven; the reason for the stop; the date, time, and location of the stop; the name, address, gender, and race of every passenger involved in a traffic stop who is subject to a search; and, the officer's name and badge number; and

BE IT FURTHER RESOLVED that the City Clerk/Treasurer is hereby directed to send a copy of this Resolution to Governor James E. Doyle, our State Legislative Representatives, and to the eleven (11) counties of Wisconsin affected by 2009 Assembly Bill 75.

Adopted this 6th day of April, 2009.

APPROVED:
KEITH G. BOSMAN, MAYOR
ATTEST:
DEBRA L. SALAS, DEPUTY CITY CLERK

27. It was moved by Alderman Ruffolo, seconded by Alderman Nudo, to adopt Resolutions 43-09 and 44-09. On roll call vote, motion carried unanimously and said resolution was thereupon adopted as follows:

RESOLUTION NO: 43 - 09
BY: THE MAYOR
TO APPROVE A FOUR-LOT CERTIFIED SURVEY MAP
Properties located at 5001 and 5011 47th Avenue (Apostoli)

BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that a Certified Survey Map relating to two parcels located at 5001 and 5011 47th Avenue is herein and hereby approved subject to the following conditions:

1. Compliance with all applicable State and City codes and ordinances.
2. Payment of all applicable fees, including recording fees.
3. Payment of all taxes, special assessments and stormwater utility fees prior to recording. The Owner shall provide the City Clerk-Treasurer, a certificate from the County Treasurer, stating that there are no past-due real estate taxes or special assessments on the parcel of real estate which is being divided. Park Impact Fees shall be paid prior to issuing Building permits.
4. The Certified Survey Map shall be null and void if not recorded within six (6) months of approval by the Common Council.
5. A digital copy of the Certified Survey Map shall be provided to the City prior to recording.
6. The lot line between Parcel 1 and Parcel 2 shall be shifted so that Parcel 2 is a minimum of 8,000 s.f.
7. The Certified Survey Map shall include a page with the legal description and an area for signatures.
8. The proposed Drainage Plan shall be revised to comply with City requirements.
9. Compliance with all the preceding conditions as a prerequisite for authorizing Mayor and City Clerk-Treasurer to sign the Certified Survey Map.
10. The breezeway of the home on proposed Parcel 1 shall be removed prior to the City signing the Certified Survey Map. All appropriate permits shall be obtained from the Department of Neighborhood Services & Inspections.

Adopted this 6th day of April, 2009

APPROVED:
KEITH G. BOSMAN, MAYOR
ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

28. RESOLUTION NO. 44-09
BY: THE MAYOR
TO AMEND THE OFFICIAL MAP FOR THE CITY OF KENOSHA, WISCONSIN, TO INCLUDE THE ATTACHMENT OF PARCEL NOS. 80-4-222-352-0340, 80-4-222-352-0361, and 80-4-222-352-0381 IN THE TOWN OF SOMERS, KENOSHA COUNTY, WISCONSIN, IN ACCORDANCE WITH THE APPROVED CITY OF KENOSHA/TOWN OF SOMERS COOPERATIVE PLAN UNDER SECTION 66.0307 OF THE WISCONSIN STATUTES [City of Kenosha – Property Owners]

WHEREAS, the City of Kenosha, Wisconsin, has established an Official Map pursuant to Section 62.23(6), Wisconsin Statutes; and,

WHEREAS, the City of Kenosha, Wisconsin, and the Town of Somers, Wisconsin, entered into the City of Kenosha/Town of Somers Cooperative Plan Under Section 66.0307, Wisconsin Statutes, which was approved by the Wisconsin Department of Administration, Intergovernmental Relations, Municipal Boundary Review, on August 8, 2005; and,

WHEREAS, it was in the best interest for the public health, safety, and welfare of the City of Kenosha/Town of Somers to attach territory known as Parcel Nos. 08-4-222-352-0361, 80-4-222-352-0361, and 08-4-222-352-0381, in the Town of Somers, Kenosha County, Wisconsin, to the City of Kenosha, Wisconsin; and,

WHEREAS, on April 6, 2009, the Common Council for the City of Kenosha, Wisconsin, approved an Attachment And Temporary Zoning District Classification Ordinance Under Section 66.0307, Wisconsin Statutes, for Parcel Nos. 80-4-222-352-0340, 80-4-222-352-0361, and 80-4-222-352-0381, in the Town of Somers, Kenosha, Wisconsin, to be attached to the City of Kenosha, Wisconsin, with the Temporary Zoning District Classifications designated therein.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that pursuant to the authority of Section 66.23(6)(c), Wisconsin Statutes, the Official Map of the City of Kenosha, Wisconsin, be and hereby is amended to include the designation of the attachment of territory formerly of the Town of Somers, County of Kenosha, Wisconsin, known as Parcel Nos. 80-4-222-352-0340, 80-4-222-352-0361, and 80-4-222-352-0381, Kenosha, Wisconsin, as depicted on the Attachment and Temporary Zoning District Classification Ordinance, which is incorporated herein by reference.

Adopted this 6th day of April, 2009.

APPROVED:
KEITH G. BOSMAN, MAYOR
ATTEST:
DEBRA L. SALAS, DEPUTY CITY CLERK

APPOINTMENTS/ REAPPOINTMENTS BY THE MAYOR

29. It was moved by Alderman Ruffolo, seconded by Alderman Nudo, to approve appointment of Kacie Cecchi to the Mayor's Youth Commission to fulfill an unexpired term to expire November 1, 2010.

On roll call vote, motion carried unanimously.

PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

30. It was moved by Alderman Ruffolo, seconded by Alderman Juliana, to approve award of Parkway Tree Pruning #02-09 to The Care of Trees in the Amount of $14.83 per tree. On roll call vote, motion failed (6-9) with Aldermen Kennedy, Nudo, Holland, Ruffolo, Ohnstad and Marks voting aye.

31. It was moved by Alderman Ruffolo, seconded by Alderman Carpenter to approve award of Contracts for Projects:

a. #08-1017 38th Street Reconstruction Phase I (38th Street – I94 to CTH S) to Lalonde Contractors (Milwaukee, Wisconsin) - $953,000.00.

b. #09-1221 Waste Transfer Wall Repair (1001 50th Street) to Bane Nelson, (Kenosha, Wisconsin) - $33,600.00.

On roll call vote, motion carried unanimously.

OTHER CONTRACTS AND AGREEMENTS

It was moved by Alderman Marks, seconded by Alderman Kennedy, to approve:

32. Subgrantee Agreements (between the City of Kenosha and the following):

a. Wisconsin Womens Business Initiative Corporation

b. Community Economic Development Corporation, with the stipulation that the contract is on hold until their web site is updated to include a Kenosha portion regarding technical assistance.

On roll call vote, motion carried unanimously.

RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

33. It was moved by Alderman Ruffolo, seconded by Alderman Juliana, to approve Disbursement Record #5 – $8,213,003.00.

On roll call vote, motion carried unanimously.

ADJOURNMENT

There being no further business to come before the Common Council, it was moved by Alderman Marks, seconded by Alderman Carpenter, to adjourn at 9:45 p.m.

On a voice vote, motion carried.

Approved:

KEITH G. BOSMAN
MAYOR

Attest:

DEBRA L. SALAS
DEPUTY CITY CLERK

6

Communications, Petitions, Reports of Departments April 20, 2009

6

DEPARTMENT OF CITY DEVELOPMENT
625 - 52ND STREET - ROOM 308
KENOSHA, WISCONSIN 53140
(262) 653-4030
FAX (262) 653-4045
www.kenosha.org

KENOSHA 1850 WISCONSIN

CITY PLAN
REAL ESTATE
HISTORIC PRESERVATION
COMMUNITY DEVELOPMENT BLOCK GRANT
REDEVELOPMENT

JEFFREY B. LABAHN
Director of City Development

MEMO

TO: Mayor Keith G. Bosman
Members of the Common Council

FROM: Rich Schroeder, Department of City Development

RE: **Amendment to the *Corridor Land Use Plan* for property located at 4235 Green Bay Road, City Plan Commission Resolution #02-09, District #16**

DATE: March 20, 2009

At their meeting on March 19, 2009, the City Plan Commission adopted the attached City Plan Commission Resolution #02-09, Amendment to the *Corridor Land Use Plan* for the property at 4235 Green Bay Road; with a vote of 7 ayes; 0 noes.

This Master Plan amendment and certification to the Common Council was accomplished under the authority of Wisconsin Statute 62.23(3).

RECOMMENDATION: Receive and File

RS:kas
Attachment

FACT SHEET Kenosha City Plan Commission	City Plan Division 625 - 52nd Street Kenosha, WI 53140 (262) 653-4030	March 19, 2009	Item 1
Amendment to the *Corridor Land Use Plan* for property located at 4235 Green Bay Road, City Plan Commission Resolution #02-09, District #16. PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: 4235 Green Bay Road
Zoned: Commercial

NOTIFICATIONS/PROCEDURES:

The alderman of the district, Alderman Downing, has been notified. The City Plan Commission is responsible for adopting all Land Use Plans and Amendments.

ANALYSIS:

- A development proposal has been submitted to the City for review and approval to permit the operation of a proposed children's entertainment use and other commercial uses in the existing building at 4235 Green Bay Road. The Department of City Development has determined that an Amendment to the *Corridor Land Use Plan* is required as part of the approval process.
- The adopted Corridor Land Use Plan has designated this site for industrial development. The current use of the property is Commercial. The property to the south is designated as Industrial, the property to the north is designated as Institutional and the property to the east Commercial.
- The Commercial designation on the land us plan is an acceptable transition between the Industrial and Institutional land uses.

RECOMMENDATION:

A recommendation is made to approve the Amendment per City Plan Commission Resolution #02-09.

Rich Schroeder, Assistant City Planner
1CPC/2009/Mar19/fact-amend-clup

Jeffrey B. Labahn, Director of City Development

CITY PLAN COMMISSION RESOLUTION #02 - 09

BY: THE CITY PLAN COMMISSION

AMENDMENT TO THE *CORRIDOR LAND USE PLAN* FOR PROPERTY LOCATED AT 4235 GREEN BAY ROAD

WHEREAS, under Wisconsin State Statutes 62.23(3), cities have the responsibility for the preparation and adoption of a Master Plan for the purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the municipality which will, in accordance with existing and future needs, best promote public health, safety, morals, order, convenience, prosperity or the general welfare, as well as efficiency and economy in the process of development; and

WHEREAS, the Common Council previously adopted the *Corridor Land Use Plan* for the "Kenosha Corridor Area" on July 18, 1991 per Resolution No. 145-91; and

WHEREAS, the City Plan Commission has received a request to amend the land use designation of property located at 4235 Green Bay Road from Industrial to Commercial; and

WHEREAS, the City Plan Commission at their meeting on March 19, 2009, conducted a public hearing and subsequently approved an amendment to the *Corridor Land Use Plan* in conformance with Wisconsin State Statutes 62.23(3); and

WHEREAS, the amendment to the land use classification is in the best interest of the City to plan for the orderly development of the corridor area as described in Exhibit A; and

NOW THEREFORE, BE IT RESOLVED that the City Plan Commission adopts and certifies an amendment to the *Corridor Land Use Plan* as shown in Exhibit A.

Adopted this 19th day of March, 2009

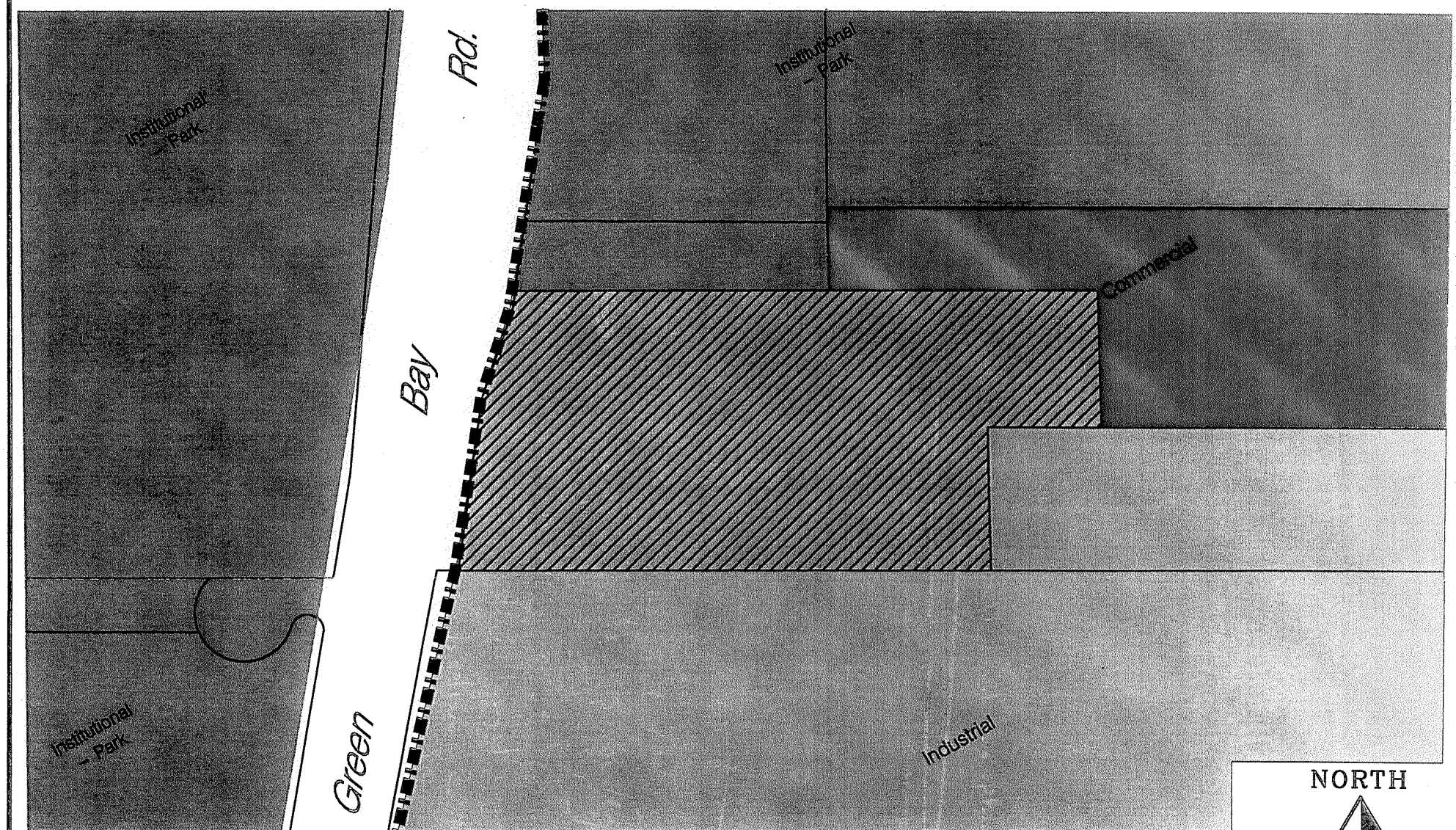
ATTEST: _____
Jeffrey B. Labahn, Secretary of City Plan Commission

APPROVE: _____
Mayor Keith Bosman, Chairman of City Plan Commission

Drafted by: Department of City Development

1CPC/2009/Mar19/resol-cpc-amendclup-0209

CITY OF KENOSHA
District Map
Corridor Land Use Plan Amendment
Exhibit "A"



Property to be changed from:

Industrial to Commercial

Municipal Boundary

222-27-4

DCD ~ City Plan Division ~ JBL ~ DPK ~ 2-24-2009 ~ mc

7-17

Recommendations from the Committee on Licensing/Permits April 20, 2009

Operator (Bartender) License Police Record Report

Applicant Information

Date of Application	License Number	Expiration Date	Name	Date of Birth	Address	Business (where license is to be used	Business Address
3/30/09	N1457	6/30/10	Anthony P Hall	1/13/86	4519 33rd Ave		

Check Here if No Adverse Record

Driver's License Status: VALID

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
11-07-08	**SEX OFFENSES, OTHER**	**DISPO PENDING**	**Y**	0
	(Case dismissed on D.A. Motion 3/9/09)			

City Attorney Recommendation :

Offense Demerit Points (above)		0
Were all offenses listed on application?*		0
Total Demerit Points		0

*Offense not listed = 25 demerit points.

X	Grant, Subject to	0	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:

76

Operator (Bartender) License Police Record Report

Applicant Information

Date of Application	License Number	Expiration Date	Name	Date of Birth	Address	Business (where license is to be used	Business Address
3/30/09	N1458	6/30/10	Jessica A Daly	3/22/87	4007 45th St #14	Johnny Midnights	5605 22nd Ave

Check Here if No Adverse Record

Driver's License Status: SUSPENDED

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
08-09-08	**OPERATING WHILE SUSPENDED J552061**	**GUILTY**	**Y**	25

City Attorney Recommendation :

Offense Demerit Points (above)		25
Were all offenses listed on application?*	Yes	0
Total Demerit Points		25

*Offense not listed = 25 demerit points.

X	Grant, Subject to	25	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:

76

Operator (Bartender) License Police Record Report

Applicant Information

Date of Application	License Number	Expiration Date	Name	Date of Birth	Address	Business (where license is to be used	Business Address
3/31/09	N1464	6/30/10	Walter R Bonner	4/13/69	7308 60th Ave #201	CVS Pharmacy	2207 80th St

Check Here if No Adverse Record

Driver's License Status	SUSPENDED

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
04-26-07	**OPERATING W/O A LICENSE H695445**	**GUILTY**	**Y**	25
6-12-07	**OPERATING W/O A LICENSE H010369**	**GUILTY**	**Y**	25

City Attorney Recommendation :

Offense Demerit Points (above)		50
Were all offenses listed on application?*	Yes	0
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:

2

Operator (Bartender) License Police Record Report

Applicant Information

Date of Application	License Number	Expiration Date	Name	Date of Birth	Address	Business (where license is to be used	Business Address
4/1/09	N1468	6/30/10	Jessica E Lachman	6/17/84	953 Wood Rd Apt 207	Joan & Kens and Sons	

Check Here if No Adverse Record

Driver's License Status: VALID

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
05-31-05	**UNDERAGE LIQUOR VIOLATION N595460**	**GUILTY**	**N**	**25**

City Attorney Recommendation :

Offense Demerit Points (above)		25
Were all offenses listed on application?*	N	25
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:

74

Operator (Bartender) License Police Record Report

Applicant Information

Date of Application	License Number	Expiration Date	Name	Date of Birth	Address	Business (where license is to be used	Business Address
4/1/09	N1469	6/30/10	Abby E Maurer	1/7/87	2209 79th St	Boathouse/Bull & Bear	

Check Here if No Adverse Record

Driver's License Status: VALID

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
06-24-06	**UNDERAGE LIQUOR VIOLATION**	**GUILTY**	**N**	25

City Attorney Recommendation :

Offense Demerit Points (above)		25
Were all offenses listed on application?*	No	25
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:

Operator (Bartender) License Police Record Report

Applicant Information

Date of Application	License Number	Expiration Date	Name	Date of Birth	Address	Business (where license is to be used	Business Address
4/1/09	N1476	6/30/10	Kelly M Montague	6/3/88	7835 36th Ave		

Check Here if No Adverse Record

Driver's License Status	VALID

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
06-11-08	**LIQUOR, MINOR LOITER IN TAVERN**	**GUILTY**	**Y**	25
06-11-08	**LIQUOR, POSSESSION BY UNDERAGE**	**GUILTY**	**Y**	25

City Attorney Recommendation :

Offense Demerit Points (above)		50
Were all offenses listed on application?*	Yes	0
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:

74.

Operator (Bartender) License Police Record Report

Applicant Information

Date of Application	License Number	Expiration Date	Name	Date of Birth	Address	Business (where license is to be used	Business Address
3/31/09	N1466	6/30/10	Richard R.W. Symonds	7/25/86	8201 43rd Ave		

Check Here if No Adverse Record

Driver's License Status	VALID

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
09-25-05	**OPERATING WHILE SUSPENDED**	**GUILTY**	**Y**	25
10-08-05	**OPERATING WHILE SUSPENDED**	**GUILTY**	**Y**	25
11-27-07	**OPERATING WHILE SUSPENDED**	**GULITY**	**Y**	25
02-29-08	**OPERATING WHILE SUSPENDED**	**GUILTY**	**Y**	25

City Attorney Recommendation :

Offense Demerit Points (above)		100
Were all offenses listed on application?*	Yes	0
Total Demerit Points		100

*Offense not listed = 25 demerit points.

	Grant, Subject to		Demerit Points
X	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:

67

Operator (Bartender) License Police Record Report

Applicant Information

Date of Application	License Number	Expiration Date	Name	Date of Birth	Address	Business (where license is to be used	Business Address
3/30/09	N1460	6/30/10	Amalia K Piehl	8/25/88	7320 25th Ave	Pazzo	

Check Here if No Adverse Record

Driver's License Status: VALID

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
02-25-09	**LIQUOR, POSSESSION BY UNDERAGE**	**DISPO PENDING**	**Y**	25
02-25-09	**LIQUOR, VIOLATION OTHER**	**DISPO PENDING**	**Y**	25
02-25-09	**LIQUOR, MINOR LOITER IN TAVERN**	**DISPO PENDING**	**Y**	25
02-25-09	**LIQUOR, MINOR MISREP. AGE TO OWNER**	**DISPO PENDING**	**Y**	25
07-20-06	**FALSE INFORMATION, GIVE 2006FO1382 (Resisting)**	**GUILTY**	**Y**	50

City Attorney Recommendation :

Offense Demerit Points (above)		150
Were all offenses listed on application?*	Yes	0
Total Demerit Points		150

*Offense not listed = 25 demerit points.

	Grant, Subject to	Demerit Points
X	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:

69

Operator (Bartender) License Police Record Report

Applicant Information

Date of Application	License Number	Expiration Date	Name	Date of Birth	Address	Business (where license is to be used	Business Address
3/30/09	N1465	6/30/10	Heather N Roszina	7/18/84	3954 E. Elm Rd, Oak Creek, WI 53154	Shenanigans	4626 Sheidan Rd

Check Here if No Adverse Record

Driver's License Status: REVOKED

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
06-19-05	**OPERATING WHILE SUSPENDED**	**GUILTY**	**Y**	**25**
07-15-05	**OPERATING WHILE SUSPENDED**	**GUILTY**	**Y**	**25**
08-20-05	**OPERATING W/O A LICENSE**	**GUILTY**	**Y**	**25**
08-11-06	**OPERATING WHILE SUSPENDED**	**GUILTY**	**Y**	**25**
08-10-08	**OPERATING WHILE INTOXICATED**	**GUILTY**	**Y**	**25**
09-22-08	**OPERATING WHILE SUSPENDED**	**GUILTY**	**Y**	**25**
01/26/09	**2009 CT850 (Milw) OAR**	**PENDING**		**25**
02/19/09	**2009 CT231 (Racine) OAR**	**PENDING**		**25**
03/10/09	**NCI Alcohol Assessment**	**Guilty**		**100**

City Attorney Recommendation :

Offense Demerit Points (above)		300
Were all offenses listed on application?*		
Total Demerit Points		300

*Offense not listed = 25 demerit points.

	Grant, Subject to		Demerit Points
X	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:

Operator (Bartender) License Police Record Report

Applicant Information

Date of Application	License Number	Expiration Date	Name	Date of Birth	Address	Business (where license is to be used	Business Address
4/2/09	N1471	6/30/10	Vanessa Simon	5/25/86	1002 72nd St		

Check Here if No Adverse Record

Driver's License Status	SUSPENDED

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
12-29-05	**OPERATING AFTER REVOCATION**	**GUILTY**	**Y**	25
06-22-06	**DRUGS**	**GUILTY**	**N**	35
03/10/06	**No D/L x 2 RACINE - 2006CT0347**			50

City Attorney Recommendation :

Offense Demerit Points (above)		110
Were all offenses listed on application?*	No	25
Total Demerit Points		135

*Offense not listed = 25 demerit points.

	Grant, Subject to		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:

DEFER – HAVE NOT YET RECEIVED EXPUNGEMENT DOCUMENTATION.

Operator (Bartender) License Police Record Report

Applicant Information

Date of Application	License Number	Expiration Date	Name	Date of Birth	Address	Business (where license is to be used	Business Address
3/26/09	N1454	6/30/10	Tiffnee L Julian	11/2/86	4800 28th Ave Upper	Bull & Bear	

Check Here if No Adverse Record

Driver's License Status	SUSPENDED

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
06-08-08	**INTOXICANT IN VEHICLE-OPERATOR**	**GUILTY**	YES	25
	***APPLICANT ALSO LISTED 3 POSSESSION OF ALCOHOL CHARGES IN 2005 IN EAST LANSING, MICHIGAN**		YES	75

City Attorney Recommendation :

Offense Demerit Points (above)		100
Were all offenses listed on application?*	Yes	0
Total Demerit Points		100

*Offense not listed = 25 demerit points.

	Grant, Subject to		Demerit Points
X	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:

108

Operator (Bartender) License Police Record Report

Applicant Information

Date of Application	License Number	Expiration Date	Name	Date of Birth	Address	Business (where license is to be used	Business Address
4/3/09	N1475	6/30/10	Jenny C Melnick	7/22/74	10922 75th St		4626 Sheridan Rd

Check Here if No Adverse Record

Driver's License Status	VALID ILLINOIS DRIVER'S LICENSE

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
	***APPLICANT LISTED FOLLOWING CHARGES: 2008 AGGRAVATED ASSAULT, 2008 DISORDERLY CONDUCT, 2008 RECKLESS BEHAVIOR 08CM5052 Lake County, IL**		Yes	75

City Attorney Recommendation :

Offense Demerit Points (above)		75
Were all offenses listed on application?*	Yes	0
Total Demerit Points		75

*Offense not listed = 25 demerit points.

X	Grant, Subject to	75	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:

106

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

Amended

11

Check One:

X	Class "A" Retail Beer
	Class "B" Beer Only
	Class "B" Beer/"Class B" Liquor Combination

1. Applicant Name LAKHWINDER SINGH

2. Business Name H+J GASMART LLC

3. Property Information

a. Address 2828 75th st Kenosha WI 53143

b. Owner S+V Partnership LLP

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

d. Square Footage of Building 3200 sqft Assessed Value of Property 568,900

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

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

5. Gross Monthly Revenue

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

	Gross Monthly Revenue
Alcoholic Beverages	3000
Food	5000
Other (specify)	35000
Total Gross Monthly Revenue	43000

Basis for estimates 43,000

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

more jobs

7. List other factors the Common Council should consider:

RECEIVED APR 3 2009 CITY OF KENOSHA CITY CLERK - TREASURER

Applicant Signature Lakhwinder Singh

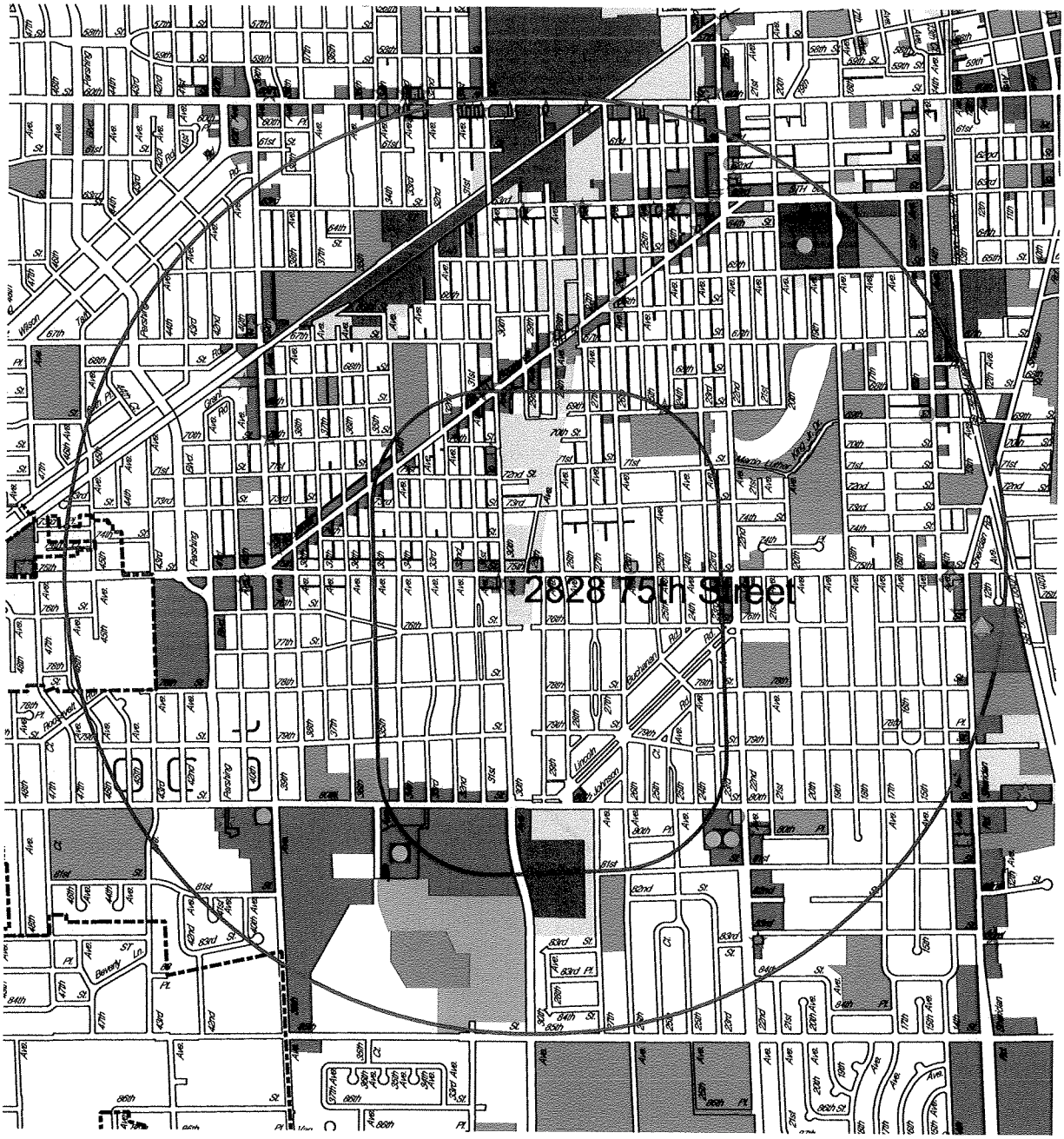
FOR OFFICE USE ONLY

Within a 6 block radius:

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

City of Kenosha

Class "A" Retail Beer Application
2828 75th Street



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

Note: Residential Districts are not colored.

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

5,280 ft from Applicant

5,280 ft Radius	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	1	0
Business Districts	14	4	3	31	3
Other Districts	0	0	0	0	0

6 blocks from Applicant

6 Block Radius	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	1	0
Business Districts	5	2	0	3	0
Other Districts	0	0	0	0	0

NORTH

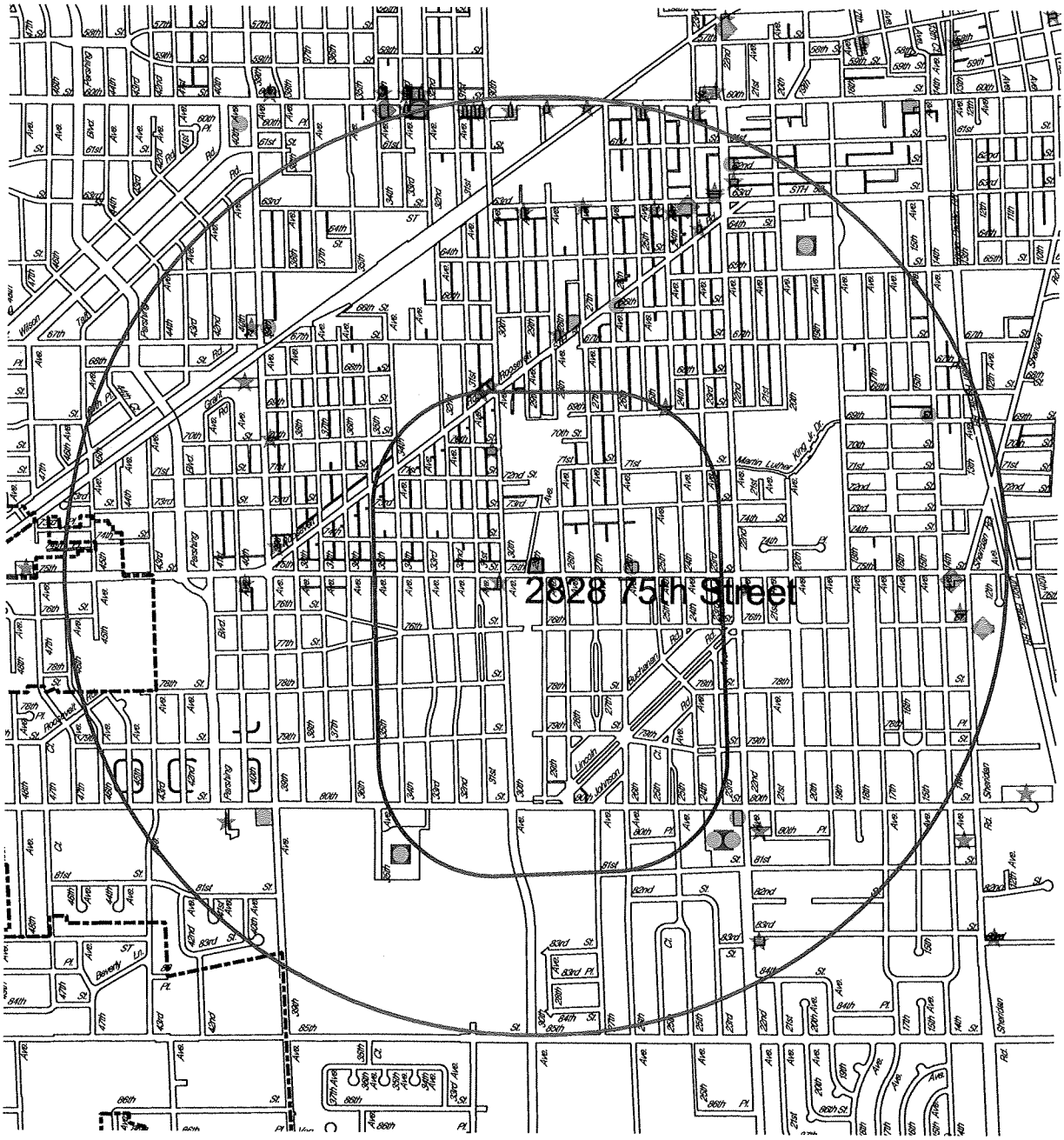
0 1200'

Municipal Boundary

DCD ~ City Clerk ~ MH ~ JN ~ 3-23-2009 ~ mc

City of Kenosha

Class "A" Retail Beer Application
2828 75th Street



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

5,280 ft from Applicant

5,280 ft Radius	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	1	0
Business Districts	14	4	3	31	3
Other Districts	0	0	0	0	0

6 blocks from Applicant

6 Block Radius	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	1	0
Business Districts	5	2	0	3	0
Other Districts	0	0	0	0	0

NORTH

0 1200'

Municipal Boundary

DCD ~ City Clerk ~ MH ~ JN ~ 3-23-2009 ~ mc

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

12

Check One:

	Class "A" Retail Beer
	Class "B" Beer Only
✓	Class "B" Beer/"Class B" Liquor Combination

1. Applicant Name Cidney Bindelli

2. Business Name Bindelli's

3. Property Information
   a. Address 3805 - 22nd Ave
   b. Owner Cidney / Dante Bindelli
   c. If applicant is not owner, does applicant have a lease agreement with the owner? ☐ yes ☐ no *(Please note: Proof of property ownership or proof of an executed lease must be provided to the City Clerk before the license will be issued)*
   d. Square Footage of Building 1500 Assessed Value of Property 140,000
   e. Assessed Value of Personal Property (furniture, fixtures, equipment) to be used in the business $2,000.-

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

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

	Gross Monthly Revenue
Alcoholic Beverages	10,000
Food	200
Other (specify)	—
Total Gross Monthly Revenue	10,200

Basis for estimates
Income other bars

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

revenue, open building

7. List other factors the Common Council should consider:

Have 2 other bar, no citations

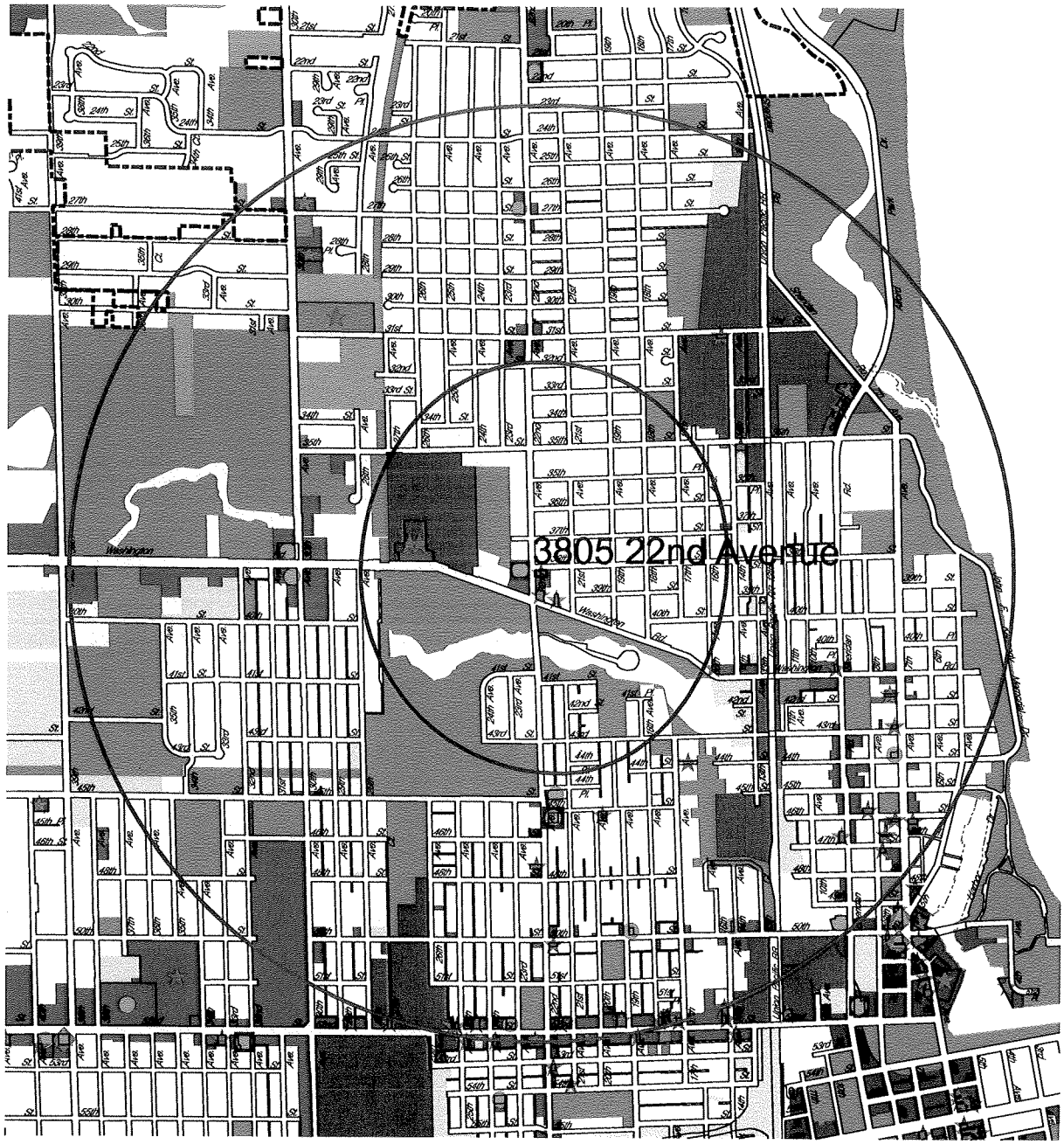
Applicant Signature Cidney J Bindelli

FOR OFFICE USE ONLY

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

City of Kenosha

Class "B" Beer/"Class B" Liquor Combination Application
3805 22nd Avenue



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

Note: Residential Districts are not colored.

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

5,280 ft from Applicant

5,280 ft Radius	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	4	0
Business Districts	11	2	0	35	0
Other Districts	0	0	0	1	0

6 blocks from Applicant

6 Block Radius	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	1	0
Business Districts	1	1	0	4	0
Other Districts	0	0	0	0	0

NORTH

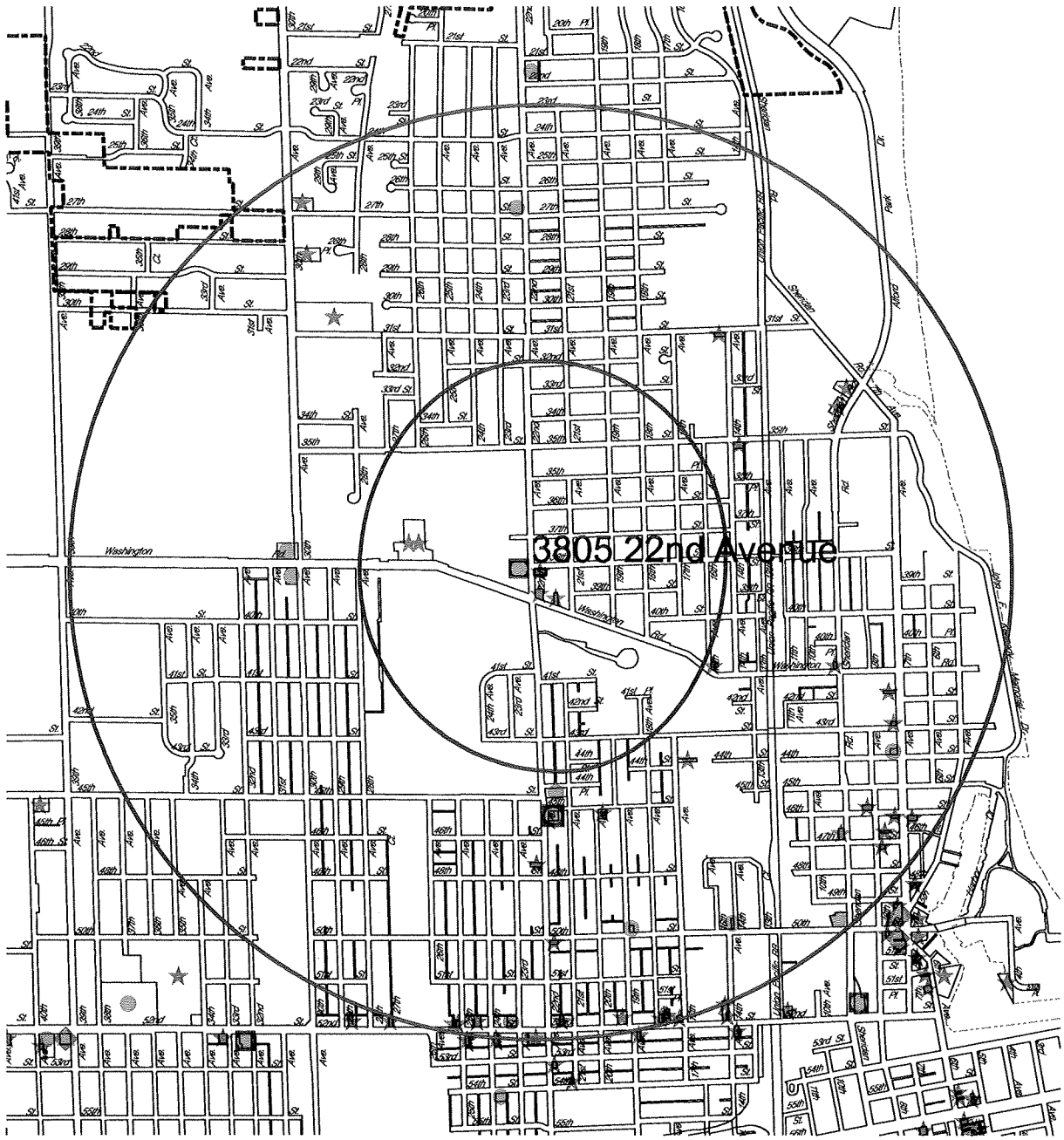
0 1200'

Municipal Boundary

DCD ~ City Clerk ~ MH ~ JN ~ 3-23-2009 ~ mc

City of Kenosha

Class "B" Beer/"Class B" Liquor Combination Application
3805 22nd Avenue



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

5,280 ft from Applicant

5,280 ft Radius	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	4	0
Business Districts	11	2	0	35	0
Other Districts	0	0	0	1	0

6 blocks from Applicant

6 Block Radius	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	1	0
Business Districts	1	1	0	4	0
Other Districts	0	0	0	0	0

NORTH

0 1200'

Municipal Boundary

DCD ~ City Clerk ~ MH ~ JN ~ 3-23-2009 ~ mc

13

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

Check One:

	Class "A" Retail Beer
✓	Class "B" Beer Only
	Class "B" Beer/"Class B" Liquor Combination

1. Applicant Name VAN AKEN & ASSOC., INC.

2. Business Name WINGSTOP

3. Property Information

a. Address 5901 75TH STE 150 KENOSHA

b. Owner MILLS ENT.

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

d. Square Footage of Building 1600 Assessed Value of Property _____

e. Assessed Value of Personal Property (furniture, fixtures, equipment) to be used in the business $15,000

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

5. Gross Monthly Revenue

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

	Gross Monthly Revenue
Alcoholic Beverages	1,000
Food	36,000
Other (specify)	
Total Gross Monthly Revenue	37,100

Basis for estimates
200 CUSTOMER PER WEEKEND

6. Explain how the issuance of this license will benefit the City:
IT WILL HELP TO MAKE WINGSTOP A SUCCESSFUL BUSINESS IN KENOSHA, MORE VISITORS, MORE REVENUE

7. List other factors the Common Council should consider:
WE ARE A FRANCHISE, THIS WILL HELP THE CORP A STRONGER COMPANY

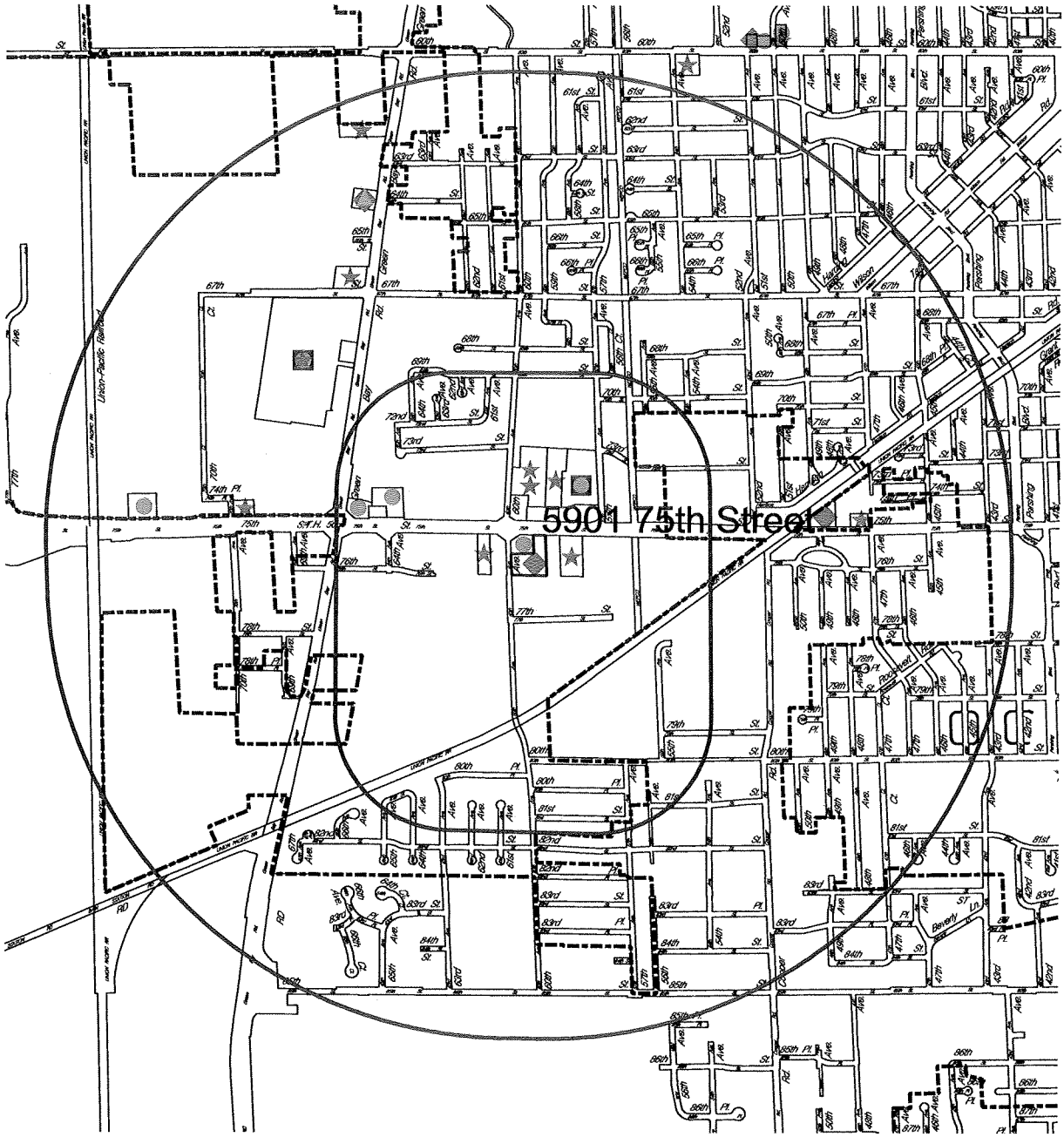
Applicant Signature C Van A

FOR OFFICE USE ONLY

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

City of Kenosha

Class "B" Beer / "Class B" Liquor Combination Application
5901 75th Street



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

5,280 ft from Applicant

5,280 ft Radius	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	6	2	2	9	1
Other Districts	0	0	0	0	0

6 blocks from Applicant

6 Block Radius	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	4	1	1	5	0
Other Districts	0	0	0	0	0

NORTH

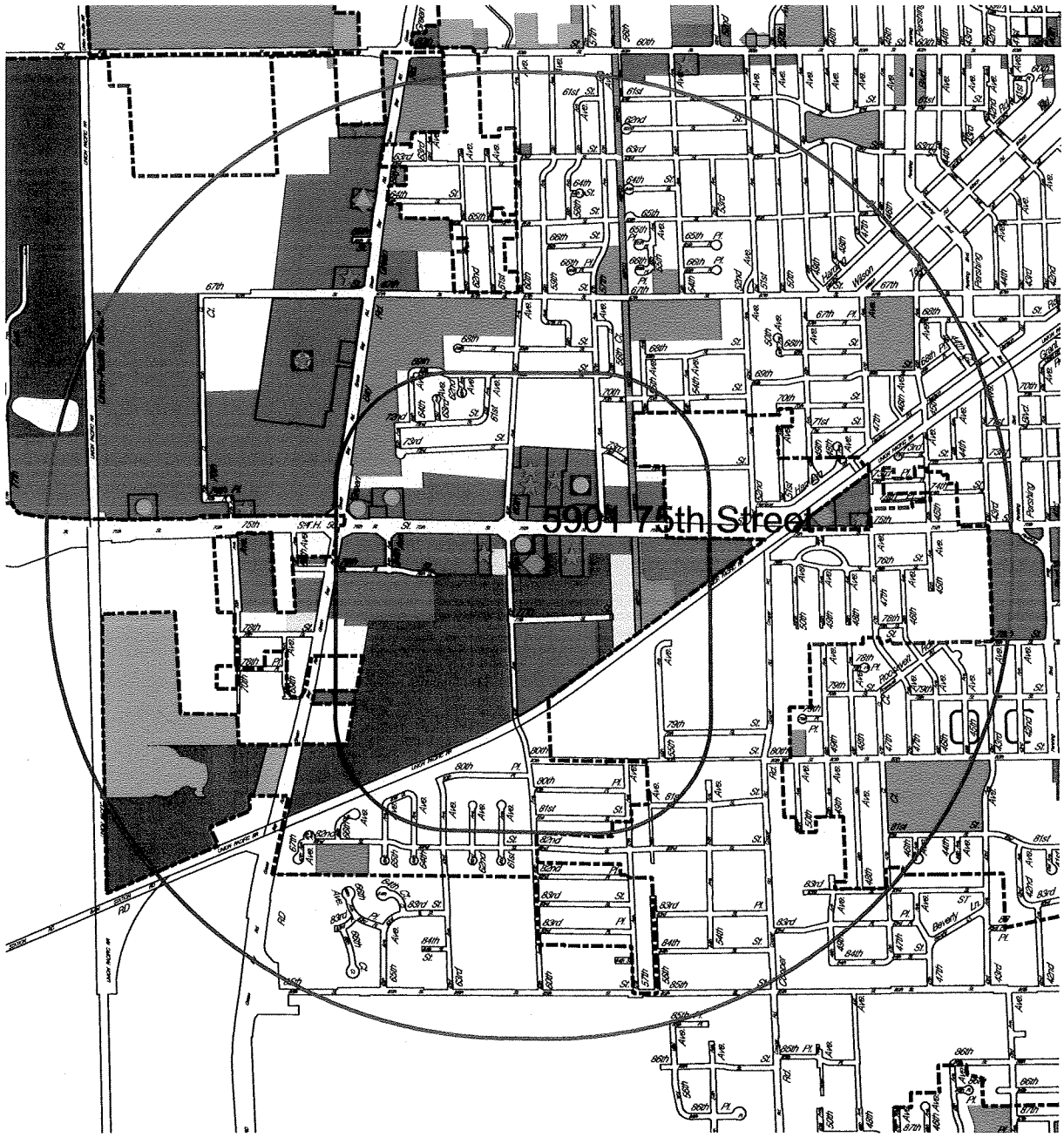
0 1200'

Municipal Boundary

DCD ~ City Clerk ~ MH ~ JN ~ 4-7-2009 ~ mc

City of Kenosha

Class "B" Beer / "Class B" Liquor Combination Application
5901 75th Street



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

Note: Residential Districts are not colored.

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

5,280 ft from Applicant

5,280 ft Radius	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	6	2	2	9	1
Other Districts	0	0	0	0	0

6 blocks from Applicant

6 Block Radius	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	4	1	1	5	0
Other Districts	0	0	0	0	0

NORTH

0 1200'

Municipal Boundary

DCD ~ City Clerk ~ MH ~ JN ~ 4-7-2009 ~ mc

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

Check One:

	Class "A" Retail Beer
X	Class "B" Beer Only
	Class "B" Beer/"Class B" Liquor Combination

1. Applicant Name TAMMY PEACY

2. Business Name THE NOOK CAFE & BAKERY, LLC

3. Property Information
   a. Address 5703 6th AVE
   b. Owner ALEX GELFAND
   c. If applicant is not owner, does applicant have a lease agreement with the owner? X yes ☐ no *(Please note: Proof of property ownership or proof of an executed lease must be provided to the City Clerk before the license will be issued)*
   d. Square Footage of Building 10,000 Assessed Value of Property $220,000
   e. Assessed Value of Personal Property (furniture, fixtures, equipment) to be used in the business $25,000

4. Number of Full Time Employees 0 Number of Part Time Employees 4

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

	Gross Monthly Revenue
Alcoholic Beverages	$2500.00
Food	$7200.00
Other (specify) CATERING NON-ALCOHOLIC BEVERAGES	$4800.00
Total Gross Monthly Revenue	14,500.00

Basis for estimates
2008 PROFIT & LOSS
RESEARCH

6. Explain how the issuance of this license will benefit the City: ISSUING THIS LICENSE WILL FILL THE GAP IN DOWNTOWN BEER & WINE SALES LEFT WHEN CAROLYN'S COFFEE CONNECTION MOVES.

7. List other factors the Common Council should consider:

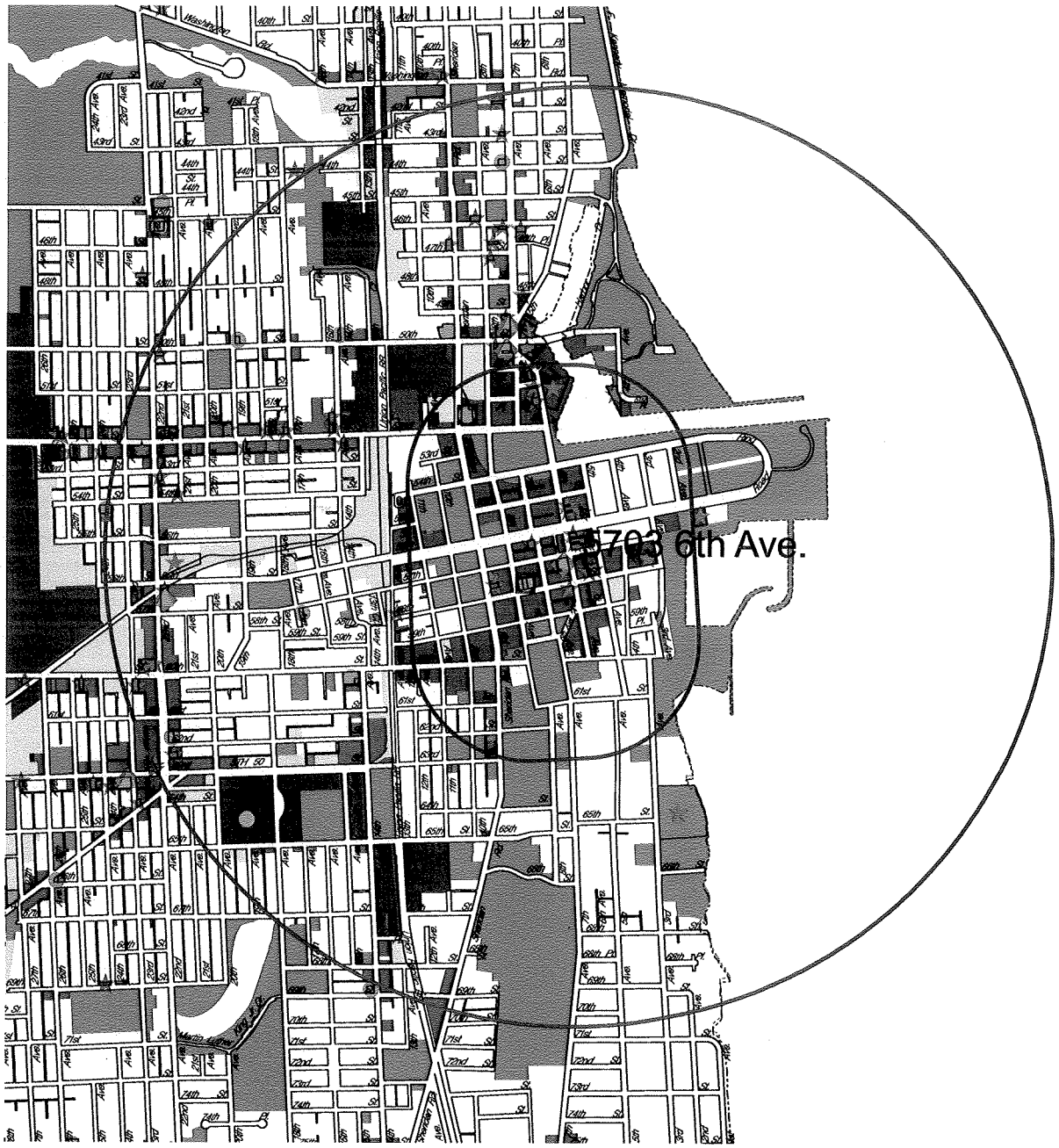
Applicant Signature Tammy Peacy

FOR OFFICE USE ONLY

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

City of Kenosha

Class "B" Beer / "Class C" Wine Application
5703 6th Avenue



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

Note: Residential Districts are not colored.

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

5,280 ft from Applicant

5,280 ft Radius	Class "A"	"Class A"	Class "B"	Class "B" & Class B"	"Class C"
Residential Districts	0	0	0	2	0
Business Districts	14	3	4	56	4
Other Districts	0	0	0	1	0

6 blocks from Applicant

6 Block Radius	Class "A"	"Class A"	Class "B"	Class "B" & Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	2	2	1	19	1
Other Districts	0	0	0	0	0

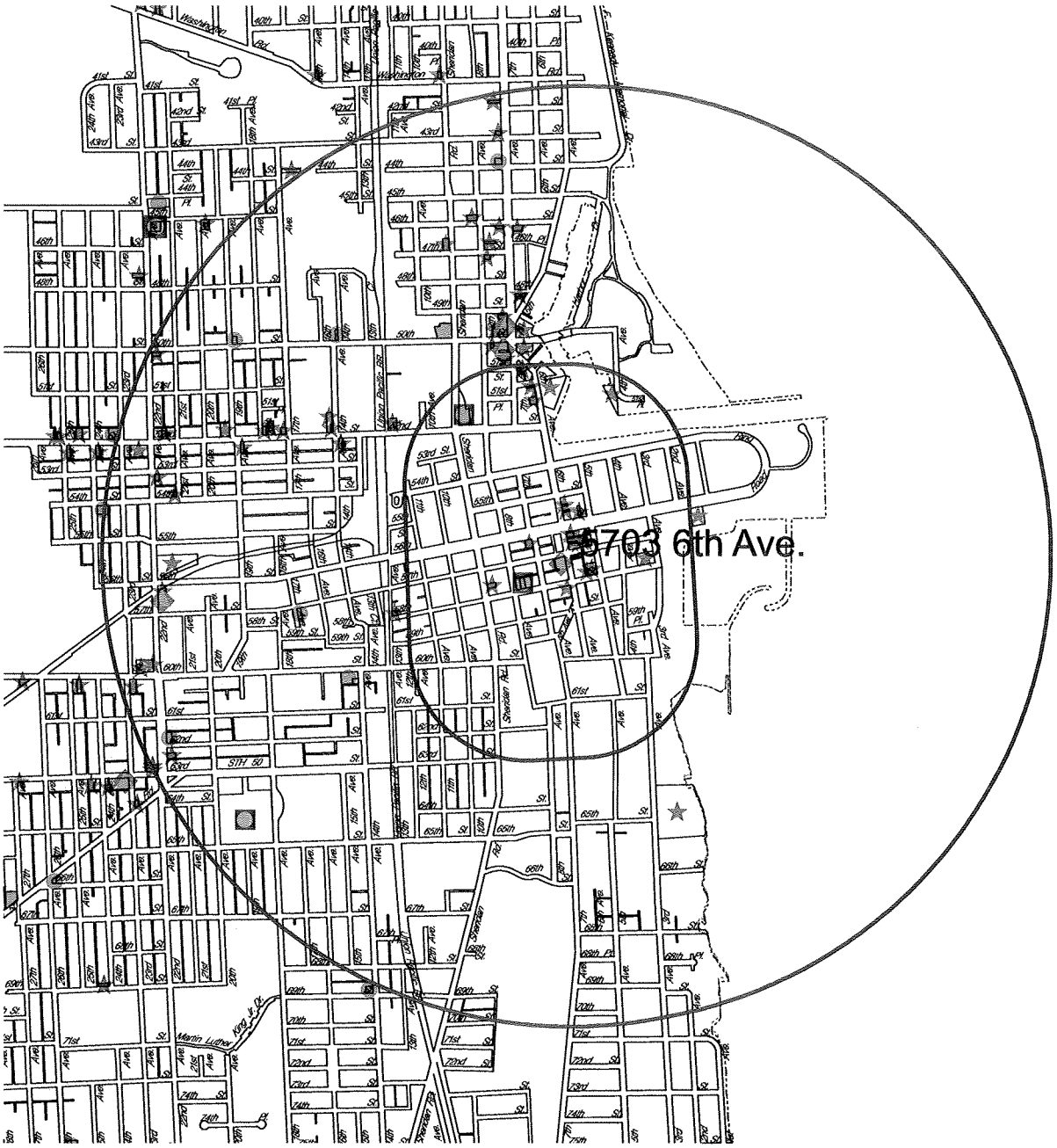
NORTH

0 1200'

DCD ~ City Clerk ~ MH ~ JN ~ 4-2-2009 ~ mc

City of Kenosha

Class "B" Beer / "Class C" Wine Application
5703 6th Avenue



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

5,280 ft from Applicant

5,280 ft Radius	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	2	0
Business Districts	14	3	4	56	4
Other Districts	0	0	0	1	0

6 blocks from Applicant

6 Block Radius	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	2	2	1	19	1
Other Districts	0	0	0	0	0

NORTH

0 1200'

DCD ~ City Clerk ~ MH ~ JN ~ 4-2-2009 ~ mc

5

Beer/Liquor License Police Record Report

Applicant Information

Name of Applicant, Agent, & Date of Birth	Trade Name & Address	License Type	
Rose's Carls Pizza West, Inc., Rosaria Ruffalo, Agent, 03/19/82	Rose's Carls Pizza West, 5020-60th St	"Class C" Wine	

Date	Offense	Status	Offense Listed on Application?	Previous Points	Points
07-30-05	**Liquor License Violation**	**Guilty**	**N**		25

City Attorney Recommendation :

Previously Assigned Demerit Points		
Offense Demerit Points (above)		25
Were all offenses listed on application?*	No	25
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 FOR DAILY CABARET LICENSE
CITY OF KENOSHA
NOTE: ALLOW 15 DAYS FOR PROCESSING & APPROVAL

16

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

Type: 213-Daily $50.00/Day

Date of Application 3/24/09 Date of Event May 2 2009

Explanation of Event Jamin The Loop

1. Licensee Name JACK D WENDLER (Jack's Harborside Inn, Inc

(NOTE: must be same name as beer/liquor license) (Harborside Inn

2. Business Name & Address 719 50 ST KENOSHA WI 53140

3. If license is in the name of a Corporation or LLC, Agent Name JACK D WENDLER

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

4. Date of Birth of Agent (if Corporation/LLC) or Individual 10/2/54

5. Address 723 50 ST UPPER KENOSHA WI 53140

6. Driver's License Number: W356 4245 4362 08.

(MUST INDICATE IF THIS IS NOT A WISCONSIN DL)

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

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

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

-OVER-

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

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

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

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

Harborside Inn

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

723 So St Apt Kenosha WI 53140

Applicant's Signature [signature] Date: 3/24/09

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

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

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

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

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

§1.225 ADMINISTRATIVE CHARGE FOR PROCESSING LICENSE/PERMIT APPLICATIONS

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

17a

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

INSTRUCTIONS:
INDIVIDUAL LICENSE (Complete Sections 1, 4, 5, 6 and 7)
PARTNERSHIP LICENSE (Complete Sections 2, 4, 5, 6 and 7)
CORPORATE LICENSE (Complete Sections 3, 4, 5, 6 and 7)

(SECTION 1) INDIVIDUAL INFORMATION

Name of Applicant Mohammad (Last) Abdelelah (First) A. (M.)

Residence Address 6301 105th Av (Street) Kenosha (City) WI (State) 53142 (Zip)

Date of Birth and Place 9-12-1979 (DOB) Jerusalem (City) (State)

Home Phone Number 262-620-9258

(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) ~~Amad Otallah~~

(SECTION 3) CORPORATE INFORMATION

Corporation Name Goldtronics 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) Abdelelah Mohammad 6301 105th AV Kenosha WI 53142 262-620-9258 September 12th 1979 Jerusalem.
Amad Otallah 1262 Drexel Blvd S. Milwaukee WI 53172 414-406-1199, 3-27-80 Rio De Janeiro Brazil

(SECTION 4) 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

Business Name, Street Address, State, Zip Code and Business Number: Jewelry & Electronics exchange
6212 22nd Av Kenosha WI 53142

Building Owner's Name, Home Address, State, Zip, Phone Number: Abdullah Mohammad
6301 105th Av. Kenosha WI 53142 620-9258

Manager or Proprietor of Business, Home Address, State, Zip, Phone Number: Abdullah Mohammad
6301 105th Av. Kenosha WI 53142 620-9258

(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.

Individual/Partner

Partner/Corporate Officer

Corporate Officer/Director

Corporate Officer/Director

S. ASHRAF NOTARY PUBLIC STATE OF WISCONSIN

Subscribed and sworn to before me this 20th day of March, 2009.

Notary Public

My commission expires 6/24/2012

Office Use Only

Date Filed/Receipted _____ Granted _____

APPLICANT'S REPORT - POLICE RECORD

Name Abdelelah Mohammed Address 6301 105th Av. Kenosha WI 5314

Date of Birth Sept 12 1979 License/Permit Applied For Secondhand Article Dealer Secondhand Jewelry Dealer

Driver's License Number M530001793202

(MUST INDICATE IF THIS IS NOT A WISCONSIN DL)

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

1. Have you, as an adult, ever been convicted or a major crime (felony) or minor crime (misdemeanor) in Wisconsin, or in any other State, or do you have such a charge pending at this time? ☒ Yes ☐ No If yes, state charge, year offense committed or alleged to be committed, and disposition:
Charged with operating as a pawn shop without A license in 2008 In Lake County IL All charges where dropped and I am in the process of having them expunged

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

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

4. Have you ever had your driver's license suspended or revoked in Wisconsin or in any other State? ☒ Yes ☐ No If yes, explain:
My Driver's license was suspended In Wisconsin For traffic citations

5. Have you received any traffic citations in Wisconsin or in any other State within the past five (5) years, or do you have any such citations pending? ☒ Yes ☐ No If yes, state charge, year offense committed or alleged to be committed, and disposition:
Speeding ticket on Jan 11 2005

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

committed or alleged to be committed, and disposition:

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

Low Al Care Childrens Academy 5109 52nd St. Kenosha WI 53144
Jewelry Eletronics exchange 1217 unit A Winthrop harbor IL 60096
Eye cam security 1217 unit A Winthrop Harbor IL 60096

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

7901 105th Av. Kenosha WI 53406
6229 80th place Kenosha WI 53142
6301 105th Av Kenosha WI 53142

Applicant's Signature _____ Date 3-17-09

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

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Name Amad Otallah

Address 1727 Drexel blvd. South Milwaukee, WI 53172

Date of Birth 3-27-1980

License/Permit Applied For

Driver's License Number C340-0008-0107-00

(MUST INDICATE IF THIS IS NOT A WISCONSIN DL)

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

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

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

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

4. Have you ever had your driver's license suspended or revoked in Wisconsin or in any other State? ☒ Yes ☐ No If yes, explain: I've had my license suspended for unpaid traffic violations.

5. Have you received any traffic citations in Wisconsin or in any other State within the past five (5) years, or do you have any such citations pending? ☒ Yes ☐ No If yes, state charge, year offense committed or alleged to be committed, and disposition: I've gotten a speeding ticket within the last 5 years.

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

7. List the name and address of all employers for which you have worked and/or businesses you have operated in the past five (5) years: Chase Bank - Milwaukee, WI
Reading Rainbow Academy
3340 W. Loomis Rd., Greenfield, WI 53221

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

Applicant's Signature [signature] Date 3/20/09

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

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

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

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

§1.225 ADMINISTRATIVE CHARGE FOR PROCESSING LICENSE/PERMIT APPLICATIONS

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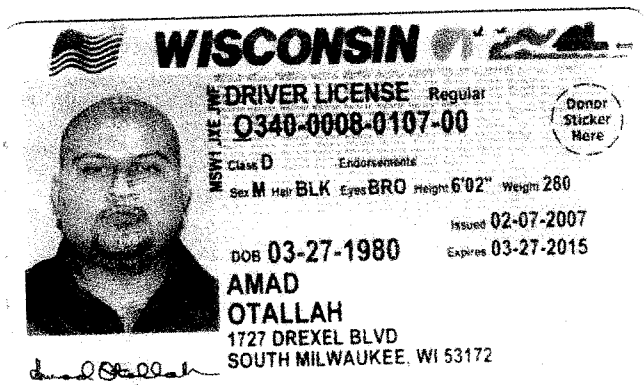

WISCONSIN

DRIVER LICENSE Regular

Q340-0008-0107-00

Donor Sticker Here

Class D Endorsements

Sex M Hair BLK Eyes BRO Height 6'02" Weight 280

Issued 02-07-2007

DOB 03-27-1980 Expires 03-27-2015

AMAD
OTALLAH
1727 DREXEL BLVD
SOUTH MILWAUKEE, WI 53172

KENOSHA POLICE DEPARTMENT
M E M O R A N D U M

TO : CITY CLERK MIKE HIGGINS

FROM : ASSISTANT CHIEF WILLIAM BRYDGES

SUBJECT : SECONDHAND ARTICLE & JEWELRY DEALER LICENSE

NO ADVERSE RECOMMENDATIONS

DATE : APRIL 3, 2009

Based on available information, there are no adverse recommendations regarding:

GOLDTRONICS, LLC
JEWELRY & ELECTRONICS EXCHANGE
ABDELELAH MOHAMMAD, DOB 9-12-79
AMAD OTALLAH, DOB 03-27-80

TRADE ADDRESS: 6212-22ND AVENUE

For your information.

Assistant Chief William Brydges
ASSISTANT CHIEF WILLIAM BRYDGES

176

SECONDHAND JEWELRY DEALER LICENSE
Chapter 13.02, Code of General Ordinances

License Fee: $30.00 License Type: 165
License Period: January 1st through December 31st
Check One: ☒ Original Application ☐ Renewal Application

INSTRUCTIONS:
INDIVIDUAL LICENSE (Complete Sections 1, 4, 5, 6 and 7)
PARTNERSHIP LICENSE (Complete Sections 2, 4, 5, 6 and 7)
X *CORPORATE LICENSE (Complete Sections 3, 4, 5, 6 and 7)*

(SECTION 1) INDIVIDUAL INFORMATION

Name of Applicant _____
Last First M.

Residence Address _____
Street City State Zip

Date of Birth and Place _____
DOB City State

Home Phone Number _____

(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 Goldtronics 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) Abdelelah Mohammed 6301 105th Ave. Kenosha WI 53142 262-620-4258 September 12th 1978 Jerusalem

Amad Otallah 1762 Drexel Blvd S. Milwaukee WI 53172 414-406-1199 3-27-80 Rio de Degnero Brazil

(SECTION 4) 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 5) BUSINESS INFORMATION

Business Name, Street Address, State, Zip Code and Business Number: Jewelry & Electronics Exchange
6212 22nd Av. Kenosha WI 53143

Building Owner's Name, Home Address, State, Zip, Phone Number: Abdullah Mohammad
6301 105th Av. Kenosha WI 53142 262-620-9258

Manager or Proprietor of Business, Home Address, State, Zip, Phone Number: Abdullah Mohammad
6301 105th Av. Kenosha WI 53144 262-620-9258

(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.

Individual/Partner

Partner/Corporate Officer

Corporate Officer/Director

Corporate Officer/Director

S. ASHRAF NOTARY PUBLIC STATE OF WISCONSIN

Subscribed and sworn to before me this 4th day of March, 09.

Notary Public

My commission expires 6/24/2012

Office Use Only

Date Filed/Receipted _____ Granted _____

APPLICANT'S REPORT - POLICE RECORD

Name Abdelelah Mohammed Address 6301 105th Av. Kenosha WI 53142

Date of Birth Sept 12 1979 License/Permit Applied For Secondhand Article Dealer
Secondhand Jewelry Dealer

Driver's License Number M53000179332 02

(MUST INDICATE IF THIS IS NOT A WISCONSIN DL)

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

1. Have you, as an adult, ever been convicted or a major crime (felony) or minor crime (misdemeanor) in Wisconsin, or in any other State, or do you have such a charge pending at this time? ☒ Yes ☐ No If yes, state charge, year offense committed or alleged to be committed, and disposition:
Charged with operating as a pawn shop without A license in 2008 In Lake County IL All charges where dropped and I am in the process of having them expunged

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

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

4. Have you ever had your driver's license suspended or revoked in Wisconsin or in any other State? ☒ Yes ☐ No If yes, explain:
My Driver's license was suspended In Wisconsin for traffic citations

5. Have you received any traffic citations in Wisconsin or in any other State within the past five (5) years, or do you have any such citations pending? ☒ Yes ☐ No If yes, state charge, year offense committed or alleged to be committed, and disposition:
Speeding ticket on Jan 11 2005

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

committed or alleged to be committed, and disposition:

7. List the name and address of all employers for which you have worked and/or businesses you have operated in the past five (5) years:
Low N Care Children Academy 5109 52nd St. Kenosha WI 53144
Jewelry & electronics exchange 1217 unit A Winthrop Harbor IL 60096
Eye cam security 1217 unit A Winthrop Harbor IL 60096

8. List all addresses at which you have lived in the past five (5) years:
7901 105th Av Kenosha WI 53406
6229 80th Place Kenosha WI 53142
6301 105th Av Kenosha WI 53142

Applicant's Signature _____ Date 3-17-09

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

Address 1727 Drexel Blvd. South Milwaukee, WI 53172

Date of Birth 3-27-1980

License/Permit Applied For

Driver's License Number O340-0108-0107-00

(MUST INDICATE IF THIS IS NOT A WISCONSIN DL)

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committed or alleged to be committed, and disposition:

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Reading Rainbow Academy
3340 W. Loomis Rd., Greenfield, WI 53221

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

1727 Drexel BLVD.
South Milwaukee WI 53172

Applicant's Signature [signature] Date 3/20/09

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B. Penalty
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18 - 21

Ordinances 1st Reading
April 20, 2009

18 C-1

OFFICE OF THE CITY ATTORNEY
MUNICIPAL BUILDING
625 - 52ND STREET
Kenosha, Wisconsin 53140
PHONE (262) 653-4170
FAX (262) 653-4176

KENOSHA 1850 WISCONSIN

PATRICK J. SHEEHAN
CITY ATTORNEY

EDWARD R. ANTARAMIAN
DEPUTY CITY ATTORNEY

MATTHEW A. KNIGHT
ASSISTANT CITY ATTORNEY

WILLIAM K. RICHARDSON
ASSISTANT CITY ATTORNEY

March 27, 2009

TO: Debbie Salas,
Deputy City Clerk/Treasurer

FROM: Edward R. Antaramian,
Acting City Attorney

RE: **To Create Chapter XXXVII of the Code of General Ordinances, Entitled "Illicit Stormwater Discharges and Connections"**

Please find attached an original and twelve copies of the above entitled Ordinance. Kindly place the Ordinance on the next Common Council Agenda for referral to the Committee on Public Works and the Stormwater Utility Committee. Thank you.

Edward R. Antaramian /ri
EDWARD R. ANTARAMIAN,
Acting City Attorney

ERA:ri

Attachments

cc: Mayor Keith G. Bosman
Frank J. Pacetti, City Administrator
Ronald Bursek, Director of Public Works

ORDINANCE NO. _____

BY: THE MAYOR

TO CREATE CHAPTER XXXVII OF THE CODE OF GENERAL ORDINANCES, ENTITLED "ILLICIT STORMWATER DISCHARGES AND CONNECTIONS"

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

Section One: Chapter XXXVII of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby created as follows:

CHAPTER XXXVII
ILLICIT STORMWATER DISCHARGES AND CONNECTIONS

37.01 Authority
37.02 Findings and Purpose
37.03 Administration
37.04 Applicability of Code
37.05 Definitions
37.06 Prohibitions
37.07 Suspension of Illicit Discharges
37.08 Monitoring
37.09 Presentation With BOPS
37.10 Notification of Spills
37.11 Enforcement
37.12 Appeals
37.13 Severability

37.01 AUTHORITY

This Ordinance is adopted under the authority granted by Section 62.234, Wisconsin Statutes, that relates to illicit discharges of stormwater and illicit connections. Except as otherwise specified in Section 62.234, Wisconsin Statutes, Section 62.23, Wisconsin Statutes, applies to this Ordinance and to any amendments thereto.

A. Regulatory Powers. The provisions of this Ordinance are deemed not to limit any other lawful regulatory powers of the same governing body.

B. Stricter Requirements. The requirements of this Ordinance do not preempt more stringent illicit stormwater discharge and connection requirements that may be imposed by any of the following:

1. Wisconsin Department of Natural Resources administrative rules, permits or approvals, including those authorized under Subsections 281.16 and 283.33, Wisconsin Statutes.

2. United States Environmental Protection Agency administrative rules, permits or approvals.

37.02 FINDINGS AND PURPOSE

A. Findings. The City of Kenosha's Separate Storm Sewer Systems (MS4) are municipally-owned

facilities where stormwater is collected and/or conveyed, including, but not limited to, any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, infiltration and detention basins, natural and unnatural or altered drainage channels, reservoirs, and other drainage structures.

The Common Council finds illicit discharges can carry pollutants to the waters of the State through its MS4s.

B. Purpose. The purposes of this Ordinance are:

1. To provide for the health, safety, and general welfare of the citizens of the City of Kenosha through the regulation of non-stormwater discharges to the storm drainage system to the maximum extent practicable as required by Federal and State law;

2. To reduce the amount of pollutants entering the City's Municipal Separate Storm Sewer System and the waters of the State from the City of Kenosha by prohibiting illicit connections and discharges of stormwater;

3. To establish methods to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process;

4. To protect spawning grounds, and fish and aquatic life;

5. To preserve scenic beauty;

6. To promote sound economic growth by minimizing the amount of pollutants illicitly discharged to waters of the State in the City of Kenosha; and,

7. To establish legal authority to carry out all inspection, surveillance and monitoring procedures necessary to ensure compliance with this Ordinance.

37.03 ADMINISTRATION

The provisions of this Ordinance shall be administered and enforced by the Director of Public Works for the City of Kenosha, Wisconsin, or his/her designee.

37.04 APPLICABILITY OF CODE

A. Applicability. This Ordinance applies to all water entering the MS4 generated on any developed and undeveloped lands unless explicitly exempted by the City.

B. Nonapplicability. This Ordinance is not applicable to activities conducted by a State agency, as defined in Section 227.01(1), Wisconsin Statutes. This shall include:

1. The Office of the District Attorney, which is subject to the State plan promulgated or a memorandum of understanding entered into under Section 281.33(2), Wisconsin Statutes.

2. The Wisconsin Department of Transportation (WisDOT) that entered into a memorandum of understanding with the Wisconsin Department of Natural Resources that satisfies Section 281.33(2), Wisconsin Statutes, such that activities directed and supervised by WisDOT are exempt from this Ordinance.

C. Minimum Standards. The standards set forth herein and promulgated pursuant to this Ordinance are minimum standards; therefore, this Ordinance does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor the unauthorized discharge of pollutants.

D. WPDES Stormwater Discharge Permit Compliance. Any person subject to an industrial or construction activity WPDES Stormwater Discharge Permit shall comply with all the provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the Director of Public Works prior to allowing discharges to the MS4.

E. Jurisdiction. This Ordinance applies to waters and lands within the boundaries and jurisdiction of the City of Kenosha, as well as the extraterritorial division of land subject to an Ordinance enacted pursuant to Sections 236.45(2) and (3), Wisconsin Statutes.

37.05 DEFINITIONS

Best Management Practice (BMP) means structural or nonstructural measures, practices, techniques or devices employed to avoid or minimize soil, sediment or pollutants carried in runoff to waters of the State.

Business Day means a day the office the Department of Public Works is routinely and customarily open for business.

Cease and Desist Order means a Court issued order to halt illicit stormwater discharge or connection activity that is being conducted.

Construction Activity means activities subject to Erosion Control and Post-Construction Stormwater Permits.

Erosion means the process by which the land's surface is worn away by the action of wind, water, ice or gravity.

Hazardous Materials means any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Illegal Discharge means any direct or indirect non-stormwater discharge, regardless of intentionality, to the MS4 or to a privately maintained retention basin, except as exempted in this Ordinance. Indirect non-stormwater discharge includes discharges into watercourses or onto driveways, sidewalks, parking lots or other areas that drain into the MS4. Direct non-stormwater discharge includes deposition of solids, including, but not limited to grass, directly into the MS4.

Illicit Connection is defined as either of the following:

- Any drain or conveyance, whether on the surface or subsurface, that allows an illegal discharge to enter the MS4. This includes, but is not limited to, any conveyances that allow any non-stormwater discharge, including sewage, process wastewater, and wash water to enter the MS4 and any connections to the MS4 from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency.
- Any drain or conveyance connected from a commercial or industrial land use to the MS4 that has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency.

Industrial Activity means activities subject to WPDES Industrial Permits as defined in 40 CFR, Section 122.26(b)(14) or subject to State of Wisconsin Administrative Code NR 216.20.

MEP or **Maximum Extent Practicable** means a level of implementing best management practices in order to achieve a performance standard specified in this Chapter which takes into account the best available technology, cost effectiveness and other competing issues, such as human safety and welfare, endangered and threatened resources, historic properties and geographic features. MEP allows flexibility

in the way to meet the performance standards and may vary based on the performance standard and site conditions.

MS4 or **Municipal Separate Storm Sewer System** means municipally owned facilities where stormwater is collected and/or convey, including, but not limited to, any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and manmade or altered drainage channels, reservoirs, and other drainage structures.

Non-Stormwater Discharge means discharge to the MS4 that is not composed entirely of stormwater.

Performance Standard means a narrative or measurable number specifying the minimum acceptable outcome for a facility or practice.

Permit means a written authorization made by the Director of Public Works to the applicant to conduct land-disturbing construction activity or to discharge post-construction runoff to waters of the State.

Person means any individual, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner or owner's agent.

Pollutant has the meaning given in Section 283.01(13), Wisconsin Statutes, and means anything that causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; nonhazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, ordinances, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

Pollution has the meaning given in Section 281.01(10), Wisconsin Statutes.

Stormwater Pollution Prevention Plan or **SWPPP** means a document that describes the BOPS and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to stormwater, stormwater conveyance systems, and/or receiving waters to the maximum extent practicable.

Technical Standard means a document that specifies design, predicted performance, operation and maintenance specifications for a material, device or method.

Waters of the State has the meaning given in Section 281.01(18), Wisconsin Statutes.

Wisconsin Pollutant Discharge Elimination System (WPDES) Stormwater Discharge Permit means a permit issued by Wisconsin Department of Natural Resources (as authorized by the EPA under authority delegated pursuant to 33 U.S.C. §1342(b)) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

37.06 PROHIBITIONS

A. Discharge Prohibitions. No person shall cause, conduct, allow, or allow to continue, an Illegal Discharge.

B. Exemptions. Discharge to the MS4 of the following materials is not illegal:

1. Stormwater that is uncontaminated by pollutants or sedimentation.

2. Waterline flushing or other potable water sources, landscape irrigation or lawn watering, diverted stream flows; rising groundwater, groundwater infiltration to storm drains, uncontaminated pumped

groundwater, foundation or footing drains (not including active groundwater dewatering systems), crawlspace pumps, air conditioning condensation, springs, noncommercial washing of vehicles, natural riparian habitat or wetland flows, swimming pools (if decholorinated less than one ppm chlorine), firefighting activities, and any other water source not containing pollutants.

3. Discharges specified in writing by the authorized enforcement agency as being necessary to protect the public health and safety.

4. Dye testing is an allowable discharge, but requires a verbal notification to the authorized enforcement agency prior to the time of the test.

5. Any non-stormwater discharge permitted under a WPDES Permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the Wisconsin Department of Natural Resources, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drain system.

C. Illicit Connections To Storm Drain System. The construction, use, maintenance or continued existence of illicit connections to the storm drain system is prohibited. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

D. Violation. A person is considered to be in violation of this Ordinance if the person connects a line conveying sewage to the MS4, or allows such a connection to continue.

37.07 SUSPENSION OF ILLICIT DISCHARGES

A. Suspension of MS4 Discharge Access. The City may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge that presents or may present imminent and substantial danger to the environment, to the health or welfare of persons, to the MS4, or to waters of the State. If the violator fails to comply with a suspension order issued in an emergency, the City may take such steps as deemed necessary to prevent or minimize damage to the MS4 or waters of the State, or to minimize danger to persons.

B. Termination of MS4 Discharge Access. Any person discharging to the MS4 in violation of this Ordinance may have their MS4 access terminated if such termination would abate or reduce an illicit discharge. The Director of Public Works will notify a violator of the proposed termination of its MS4 access. The violator may petition the Director of Public Works for a reconsideration and hearing.

C. Reinstatement of MS4 Access Without Approval. A person commits an offense if the person reinstates MS4 access to premises terminated pursuant to this Section, without the prior approval of the Director of Public Works.

37.08 MONITORING

A. Applicability. This Section applies to all facilities that have stormwater discharges associated with industrial activity, including construction activity.

B. Access To Facilities.

1. The Director of Public Works, or his/her designee, shall be permitted to enter and inspect facilities subject to regulation under this Ordinance as often as may be necessary to determine compliance with this Ordinance. If a discharger has security measures in force that require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to the Director of Public Works or his/her designee.

2. Facility operators shall allow the Director of Public Works, or his/her designee, ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that must be kept under the conditions of a WPDES Permit to discharge stormwater, and the performance of any additional duties as defined by State and Federal law.

3. The City shall have the right to set up on any permitted facility such devices as are necessary in the opinion of the Director of Public Works to conduct monitoring and/or sampling of the facility's stormwater discharge.

4. The Director of Public Works has the right to require the discharger to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the discharger, at its own expense. All devices used to measure stormwater flow and quality shall be calibrated to ensure their accuracy.

5. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the operator at the written or oral request of the Director of Public Works and shall not be replaced. The costs of clearing such access shall be borne by the operator.

6. Unreasonable delays in allowing the Director of Public Works, or his/her designee, to a permitted facility is a violation of a Stormwater Discharge Permit and of this Ordinance. A person who is the operator of a facility with a WPDES Permit to discharge stormwater associated with industrial activity commits an offense if the person denies the Director of Public Works, or his/her designee, reasonable access to the permitted facility for the purpose of conducting any activity authorized or required by this Ordinance.

7. If the Director of Public Works, or his/her designee, has been refused access to any part of the premises from which stormwater is discharged, and he/she is able to demonstrate probable cause to believe that there may be a violation of this Ordinance, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this Ordinance, or any order issued hereunder, or to protect the overall public health, safety, and welfare of the community, then the Director of Public Works may seek issuance of a search warrant from any court of competent jurisdiction.

37.09 PREVENTION WITH BMPS

A. BMP Identification Requirements. The City will adopt requirements identifying BMPs for any activity, operation, or facility that may cause or contribute to pollution or contamination of stormwater, the MS4, or waters of the State.

B. Protection From Accidental Discharge. The owner or operator of a commercial or industrial establishment shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal storm drain system or watercourses through the use of these structural and nonstructural BMPs. The Director of Public Works may require any person responsible for a property or premise that is, or may be the source of an illicit discharge to implement, at said person's expense, additional structural and nonstructural BMPs to prevent the further discharge of pollutants to the MS4.

C. Compliance. Compliance with all terms and conditions of a valid WPDES Permit authorizing the discharge of stormwater associated with industrial activity, to the maximum extent practicable, shall be deemed compliance with the provisions of this Section. These BMPs shall be part of a SWPPP as necessary for compliance with requirements of the WPDES Permit.

37.10 NOTIFICATION OF SPILLS

A. Notification of Release of Illegal Discharges or Pollutants Into Stormwater. Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of

materials that are resulting or may result in illegal discharges or pollutants discharging into stormwater, the MS4 or waters of the State, said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release.

In the event of such a release of hazardous materials, said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services.

In the event of a release of nonhazardous materials, said person shall notify the Director of Public Works in person or by telephone or facsimile no later than the next business day.

B. Written Notice Required. Notifications in person or by telephone shall be confirmed by written notice addressed and mailed to the Director of Public Works within three (3) business days of the telephone notice.

C. Written Record Required. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator fo such establishment shall also retain an onsite written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three (3) years.

37.11 ENFORCEMENT

A. Notice of Violation. Whenever the City finds that a person has violated a prohibition or failed to meet a requirement of this Ordinance, the Director of Public Works may order compliance by written notice of violation to the responsible person.

B. Notice of Remediation/Restoration. If abatement of a continuing violation and/or restoration of an affected property is required, notice shall be given to the Responsible Person , which notice shall set forth a deadline within which such remediation or restoration must be completed. Said notice shall further advise that, should the violator fail to remedy or restore within the established deadline, the work will be done by a governmental agency or a contractor designated by the Director of Public Works, and the expense thereof shall be charged to the violator.

C. Abatement/Remediation At Violator's Expense. In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this Ordinance is a threat to the public health, safety and welfare, and is declared and deemed a nuisance, and may be summarily abated or restored at the violator's expense, and/or a civil action to abate, enjoin, or otherwise to compel the cessation of such nuisance, may be taken. It is not necessary to prosecute for forfeiture, or issue a notice or order pursuant to this Chapter before instituting a civil action.

D. Penalty. Any person that has violated or continues to violate a provision of this Chapter shall, upon conviction, be subject to a forfeiture of not more than One Thousand ($1,000.00) Dollars, in addition to all applicable costs, fees, surcharges, and assessments. Each day that such violation continues shall be considered a separate offense. In addition to other available alternative penalties, failure to pay said forfeiture and all applicable costs, fees, surcharges, and assessments shall subject the violator to a period in the County Jail of not more than ninety (90) days per offense. It is not necessary for notice of violation to be given prior to the issuance of a citation for violation of this Chapter.

E. Cost Recovery. The City may recover all attorney fees, court costs and other expenses associated with enforcement of this Ordinance, including sampling and monitoring expenses.

F. Remedies Not Exclusive. The remedies listed in this Section are not exclusive of each other or of any other remedies available under any applicable Federal, State or local law, and it is within the discretion of the City to seek cumulative remedies.

37.12 APPEAL

A. Notice of Appeal. Any person receiving a Notice of Violation may appeal the determination of the Director of Public Works to the City's Stormwater Utility Committee. The notice of appeal must be delivered to the Director of Public Works within ten (10) working days from the date of the Notice of Violation, who as soon as practicable, will forward the notice of appeal to the Stormwater Utility Committee. Hearing on the appeal shall take place within thirty (30) working days from the date of receipt of the notice of appeal.

B. Abatement. If the violation has not been corrected pursuant to the requirements set forth in the Notice of Violation; or, in the event of an appeal, within ten (10) working days of the Stormwater Utility Committee's decision to uphold the original decision, then representatives of the Director of Public Works shall enter upon the subject private property and are authorized to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the Director of Public Works, or his/her designee, or designated contractor, to enter upon the premises for the purposes set forth above.

C. Costs of Abatement/Special Assessments. Within sixty (60) working days after abatement of the violation, the Director of Public Works will notify the owner of the property of the cost of abatement, including administrative costs. The property owner may file a written protest objecting to the amount of the assessment within ten (10) working days. If the amount due is not paid within a timely manner as determined by the decision of the Director of Public Works or by the expiration of the time in which to file an appeal, and the costs of abatement or restoration may be directly associated to a particular parcel for which the responsible party is the violator, the costs shall become a special assessment against the property and constitute a lien on the property for the amount of the assessment.

D. Alternative Compensatory Actions. In lieu of enforcement proceedings, penalties, and remedies authorized by this Ordinance, the Director of Public Works may impose upon a violator alternative compensatory actions, such as storm drain stenciling, attendance at compliance workshops, watercourse cleanup, etc.

37.13 SEVERABILITY

If a court of competent jurisdiction judges any section, clause, provision or portion of this Ordinance unconstitutional or invalid, the remainder of the Ordinance shall remain in force and not be affected by such judgment.

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

ATTEST:_____City Clerk

_____

APPROVED:_____Mayor Date:_____

_____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN,
Acting City Attorney

19

DEPARTMENT OF NEIGHBORHOOD SERVICES AND INSPECTIONS

JAMES M. SCHULTZ
Director

KENOSHA 1850 WISCONSIN

Building Inspection • Property Maintenance • Zoning Enforcement

March 31, 2009

Honorable Mayor Keith G. Bosman and
Members of the Kenosha Common Council

Dear Mayor Bosman and Common Council Members:

SUBJECT: Request to Repeal and Recreate Section 16.09(D)(2) of the Code of General Ordinances

When Section 16.09(D)(2) was first submitted to the Common Council for approval, the intent was to create a tool that could be used to deal with those properties that had repeated violations of City ordinances. The Council agreed that after three (3) violations in a twelve-month period, the property owner should have to start paying for the inordinate amount of City resources they, their tenants, or their properties consume.

Since that time, City staff and several alderman have realized that one of the most frequently recurring problems is trash and debris. However, since trash and debris complaints are usually investigated by the Kenosha County Division of Health, they don't show up in the City's records.

The Kenosha County Division of Health, who responds to trash and debris complaints based on an agreement between the City and County, has agreed to provide the City with a monthly report of every property which receives an order to remove trash and/or debris. Approving the proposed revision to Section 16.09(D)(2), will enable the City to include those trash and debris orders in the recurring violation tabulations. The result is that the City will be able to sooner identify and address those properties that are creating many of the problems/concerns in the respective districts.

We believe this revision is an important addition to the City's code enforcement tools; and, we appreciate your support.

Sincerely,

DEPARTMENT OF NEIGHBORHOOD
SERVICES AND INSPECTIONS

James M. Schultz
Director

JMS:kah

625 52nd Street, Room 100 • Kenosha, WI 53140 • (262) 653-4263 • Fax (262) 653-4254

ORDINANCE NO. _____

BY: ALDERPERSON PATRICK JULIANA

TO REPEAL AND RECREATE SECTION 16.09 D.2. OF THE CODE OF GENERAL ORDINANCES REGARDING RECURRING NOTICES AND ORDERS FOR RECURRING VIOLATIONS OF THE PROPERTY MAINTENANCE CODE

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

Section One: Section 16.09 D.2. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is repealed and recreated as follows:

2. Whenever there has been a complaint and subsequent notice of violation and order issued to the responsible person or tenants, where relevant, for any violation of this Code, or order issued pursuant to Charter Ordinance No. 28, no further notice and order shall be necessary following a third complaint and violation of this Code, or order issued pursuant to Charter Ordinance No. 28, or any combination thereof, within a twelve (12) month period prior to the commencement of any reinspection fees and/or forfeiture action, or prior to seeking an injunction in a court of record.

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

ATTEST:_____City Clerk

_____

APPROVED:_____Mayor Date:_____

_____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN,
Acting City Attorney

ORDINANCE NO. _____

REDLINE VERSION

BY: ALDERPERSON PATRICK JULIANA

TO REPEAL AND RECREATE SECTION 16.09 D.2. OF THE CODE OF GENERAL ORDINANCES REGARDING RECURRING NOTICES AND ORDERS FOR RECURRING VIOLATIONS OF THE PROPERTY MAINTENANCE CODE

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

Section One: Section 16.09 D.2. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is repealed and recreated as follows:

2. Whenever there has been a complaint and subsequent notice of violation and order issued to the responsible person or tenants, where relevant, for any violation of this Code, **or order issued pursuant to Charter Ordinance No. 28**, no further notice and order shall be necessary following a third complaint and violation of this Code, **or order issued pursuant to Charter Ordinance No. 28, or any combination thereof**, within a twelve (12) month period prior to the commencement of any reinspection fees and/or forfeiture action, or prior to seeking an injunction in a court of record.

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

ATTEST:_____City Clerk

_____

APPROVED:_____Mayor Date:_____

_____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN,
Acting City Attorney

20

ORDINANCE NO. _____

BY: ALDERPERSON RAY MISNER

TO RENUMBER SECTIONS 13.03 F., G., H., I., J., K., L., M., N., O. and P. OF THE CODE OF GENERAL ORDINANCES, AS SECTIONS 13.03 G., H., I., J., K., L., M., N., O., P. and Q.; TO CREATE SECTION 13.03 F. REGARDING IDENTIFICATION PHOTOGRAPHS; TO REPEAL AND RECREATE SECTION 13.03 G. TO INCREASE THE LICENSE FEE; TO REPEAL AND RECREATE SECTIONS 13.03 J. AND 13.03 L., REGARDING THE REQUIREMENT FOR PEDDLERS TO DISPLAY PHOTOGRAPH IDENTIFICATION

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

Section One: Sections 13.03 F., G., H., I., J., K., L., M., N., O., and P. of the Code of General Ordinances for the City of Kenosha, Wisconsin, are hereby renumbered as Sections 13.03 G., H., I., J., K., L., M., N., O., P., and Q.

Section Two: Section 13.03 F. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby created as follows:

F. Photographs. With every application, applicant shall submit two (2) identical color photographs of applicant alone, sufficiently recent to be a good likeness of applicant (taken within the last six (6) months), and 2 inches x 2 inches in size. The image size, measured from the bottom of applicant's chin to the top of his/her head (including hair), should not be less than one (1") inch and not more than 1-3/8 inches. The photographs must be color, clear, with a full front view of applicant's face, and printed on thin paper with plain light (white or off-white) background. The photographs must be taken in normal street attire, without a hat, head covering, or dark glasses, unless a signed statement is submitted by the applicant verifying the item is worn daily for religious purposes, or a signed doctor's statement is submitted verifying the item is used daily for medical purposes. Photographs retouched so that applicant's appearance is changed are unacceptable. Snapshots, most vending machine prints, and magazine or full length photographs are unacceptable. Digitized photographs must meet the previously stated qualifications and will be accepted for use at the discretion of the City Clerk.

Section Three: Section 13.03 G. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is repealed and recreated as follows:

G. License Fee. The license fee shall be Fifty-five ($55.00) Dollars per person, per license period,

or any portion thereof. The full license fee must be submitted with the application in reasonable denominations of lawful United States tender.

Section Four: Section 13.03 J. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is repealed and recreated as follows:

J. Motor Vehicle Inspection, Report, and Identification. All licensees who use a motor vehicle in the performance of activities herein licensed are subject to the inspection and reporting requirements hereinafter set forth:

1. Motor 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 Report and a copy of their certification. The Report shall verify that the motor vehicle inspected is safe for operation on City streets. The Report shall be filed with the City Clerk/Treasurer with the permit application/renewal or at any time prior to which a motor vehicle will be utilized, or 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. A copy of the Report shall be kept in the motor vehicle at all times used in the performance of activities herein licensed and shall be made available for review at any time directed by the Police Chief or designee thereof.

2. Every motor vehicle shall be conspicuously and legibly marked on both sides of the vehicle with the name of the owner in letters not less than two and one-half (2-1/2″) inches in height and in a color contrasting with the color of the vehicle.

Section Five: Section 13.03 L. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is repealed and recreated as follows:

L. Identification. All licensees shall conspicuously wear their license on their person while engaged in the licensed business or activity and shall produce the same upon the demand of any law enforcement officer. It shall be a violation of this Ordinance to fail to comply with this Subsection even though a person may be otherwise validly licensed hereunder.

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

ATTEST:_____City Clerk

_____

APPROVED:_____Mayor Date:_____

_____

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT,
Assistant City Attorney

REDLINE VERSION

ORDINANCE NO. _____

BY: ALDERPERSON RAY MISNER

TO RENUMBER SECTIONS 13.03 F., G., H., I., J., K., L., M., N., O. and P. OF THE CODE OF GENERAL ORDINANCES, AS SECTIONS 13.03 G., H., I., J., K., L., M., N., O., P. and Q.; TO CREATE SECTION 13.03 F. REGARDING IDENTIFICATION PHOTOGRAPHS; TO REPEAL AND RECREATE SECTION 13.03 G. TO INCREASE THE LICENSE FEE; TO REPEAL AND RECREATE SECTIONS 13.03 J. AND 13.03 L., REGARDING THE REQUIREMENT FOR PEDDLERS TO DISPLAY PHOTOGRAPH IDENTIFICATION

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

Section One: Sections 13.03 F., G., H., I., J., K., L., M., N., O., and P. of the Code of General Ordinances for the City of Kenosha, Wisconsin, are hereby renumbered as Sections 13.03 G., H., I., J., K., L., M., N., O., P., and Q.

Section Two: Section 13.03 F. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby created as follows:

F. Photographs. With every application, applicant shall submit two (2) identical color photographs of applicant alone, sufficiently recent to be a good likeness of applicant (taken within the last six (6) months), and 2 inches x 2 inches in size. The image size, measured from the bottom of applicant's chin to the top of his/her head (including hair), should not be less than one (1") inch and not more than 1-3/8 inches. The photographs must be color, clear, with a full front view of applicant's face, and printed on thin paper with plain light (white or off-white) background. The photographs must be taken in normal street attire, without a hat, head covering, or dark glasses, unless a signed statement is submitted by the applicant verifying the item is worn daily for religious purposes, or a signed doctor's statement is submitted verifying the item is used daily for medical purposes. Photographs retouched so that applicant's appearance is changed are unacceptable. Snapshots, most vending machine prints, and magazine or full length photographs are unacceptable. Digitized photographs must meet the previously stated qualifications and will be accepted for use at the discretion of the City Clerk.

Section Three: Section 13.03 G. of the Code of General Ordinance for the City of Kenosha, Wisconsin, is repealed and recreated as follows:

G. ~~F.~~ License Fee. The license fee shall be Fifty-five ($55.00) Dollars per person, per license period,

or any portion thereof. The full license fee must be submitted with the application in reasonable denominations of lawful United States tender.

Section Three: Section 13.03 J. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is repealed and recreated as follows:

J. ~~I.~~ Motor Vehicle Inspection, ~~and~~ Report, and Identification. All licensees who use a motor vehicle in the performance of activities herein licensed are subject to the inspection and reporting requirements hereinafter set forth~~.~~ :

1. Motor 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 Report and a copy of their certification. The Report shall verify that the motor vehicle inspected is safe for operation on City streets. The Report shall be filed with the City Clerk/Treasurer with the permit application/renewal or at any time prior to which a motor vehicle will be utilized, or 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. **A copy of the Report shall be kept in the motor vehicle at all times used in the performance of activities herein licensed and shall be made available for review at any time directed by the Police Chief or designee thereof.**

2. Every motor vehicle shall be conspicuously and legibly marked on both sides of the vehicle with the name of the owner in letters not less than two and one-half (2-1/2") inches in height and in a color contrasting with the color of the vehicle.

Section Four: Section 13.03 L. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is repealed and recreated as follows:

L. Identification. All licensees shall ~~carry~~ **conspicuously wear** their license on their person while engaged in the licensed business or activity and shall produce the same upon the demand of any law enforcement officer. It shall be a violation of this Ordinance to fail to comply with this Subsection even though a person may be otherwise validly licensed hereunder.

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

ATTEST:_____City Clerk

_____

APPROVED:_____Mayor Date:_____

_____

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT,
Assistant City Attorney

ORDINANCE NO. _____

BY: THE MAYOR

TO REPEAL THE TITLE OF SECTION 5.046 OF THE CODE OF GENERAL ORDINANCES FROM "OUTDOOR DINING AREA LOCATED IN A PUBLIC RIGHT-OF-WAY OR MAJOR STREET SETBACK AREA", AND RECREATE THE TITLE AS "OUTDOOR DINING AREA LOCATED IN A PUBLIC RIGHT-OF-WAY, MAJOR STREET SETBACK AREA, OR ON PUBLIC PROPERTY"; TO REPEAL AND RECREATE SECTIONS 5.046 A., 5.046 B., 5.046 C.1.g., 5.046 C.2.c. and d., 5.046 J.1.a., 5.046 J.2.a., 5.046 J.3.p., and 5.046 K. OF THE CODE OF GENERAL ORDINANCES TO INCLUDE "PUBLIC PROPERTY"

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

Section One: The Title of Section 5.046 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is repealed and recreated as **"OUTDOOR DINING AREA LOCATED IN A PUBLIC RIGHT-OF-WAY, MAJOR STREET SETBACK AREA OR ON PUBLIC PROPERTY"**.

Section Two: Section 5.046 A. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is repealed and recreated as follows:

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 tenant or property owner who is applying for a new or renewal permit to operate an Outdoor Dining Area in a public right-of-way, in a major street setback area, or on public property.

3. "Dining Appurtenance(s)" shall mean tables, chairs, planters, barriers, railings, walls, signs, benches, waste receptacles, umbrellas and heaters.

4. "Major Street Setback Area" shall mean the area between the property line and major "Street Setback" line as defined in Section 12.0 and established in Section 5.0 of the Zoning Ordinance for the

City of Kenosha, Wisconsin.

5. "Outdoor Dining" shall mean the consumption of food and/or beverages in an Outdoor Dining Area.

6. "Outdoor Dining Area" shall mean a designated area where Dining Appurtenances are located on a sidewalk within a public right-of-way, partially within the public right-of-way and partially upon private property, within the Major Street Setback Area, and/or upon public property, and operated as an integral part of an adjacent business, such as a bakery, candy and ice cream store, coffee shop, food store, grocery, delicatessen or restaurant, for the purpose of Outdoor Dining.

7. "Pedestrian Path" shall mean a continuous, obstruction-free sidewalk area, between the outside boundary of the Outdoor Dining 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.

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

9. "Public Property" shall mean a parcel of property owned, leased or otherwise controlled by the City of Kenosha, or subunit thereof, excluding the publicly held rights-of-way.

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

Section Three: Section 5.046 B. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is repealed and recreated as follows:

B. Permit Required. No person, party, firm or corporation shall be permitted to use the public right-of-way, a Major Street Setback Area or Public Property for an Outdoor Dining Area without first obtaining a permit from the Committee on Licenses/Permits. Any expansion or change in ownership of the business adjacent to the Outdoor Dining Area shall require a new application, fee, review and approval.

Section Four: Section 5.046 C.1.g. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is repealed and recreated as follows:

g. Indemnity and Hold Harmless Agreement indicating the Applicant(s), in consideration of having received an Outdoor Dining 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, a Major Street Setback Area or Public Property for an Outdoor Dining Area.

Section Five: Sections 5.046 C.2.c. and d. of the Code of General Ordinances for the City of Kenosha, Wisconsin, are repealed and recreated as follows:

c. A scaled Site Plan indicating: the location and boundary of the proposed Outdoor Dining Area; the dimension of the remaining width of the sidewalk outside the Outdoor Dining Area; the dimension from the

Outdoor Dining Area to the curb or property line and all buildings; and, the location of awnings, and Dining Appurtenances within the Outdoor Dining 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 Dining Area and for an additional twenty (20') feet extending therefrom.

d. Photograph(s), a minimum of four (4") by six (6") inches, showing the entire sidewalk, Major Street Setback Area, and/or Public Property with building facade proposed for the Outdoor Dining Area.

Section Six: Section 5.046 J.1.a. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is repealed and recreated as follows:

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 Dining Area, except where a reduction is permitted under **Section P**. In areas of heavy pedestrian traffic, a width greater than four (4') feet may be required. The Pedestrian Path may not be required for Public Property.

Section Seven: Section 5.046 J.2.a. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is repealed and recreated as follows:

a. Locations of Outdoor Dining Areas shall be limited to areas where the sidewalk pavement width within the public right-of-way or Public Property 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 P**. A sidewalk partially located within the Major Street Setback Area or 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.

Section Eight: Section 5.046 J.3.p. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is repealed and recreated as follows:

p. The approval of an Outdoor Dining Area shall not be construed or deemed to create a vested interest in the public right-of-way, a Major Street Setback Area or on Public Property. The permit holder shall remove or modify an Outdoor Dining Area at their own expense whenever the City determines it necessary or desirable to modify the width of the street and/or public sidewalk, or to vacate Public Property.

Section Nine: Section 5.046 K. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is repealed and recreated as follows:

K. Permanent Improvements In An Outdoor Dining Areas. Permanent improvements in an Outdoor Dining Area shall, in addition to the Outdoor Dining Area Permit, require a Street Encroachment Agreement signed by the abutting property owner. The property owner, upon abandonment or termination of use, shall restore the Outdoor Dining Area to the same condition as existed prior to its use as an Outdoor Dining Area. Additionally, at such time the City may deem it necessary or desirable to modify the width of the street and/or the public sidewalk, the abutting property owner shall remove all Permanent Improvements from the public right-of-way or Major Street Setback Area at the property owner's expense. Existing permanent Outdoor Dining Areas, previously approved through a Street Encroachment Agreement, shall not require a new Street Encroachment Agreement.

<u>Section Ten:</u> This Ordinance shall become effective upon passage and publication.

ATTEST:_____City Clerk
_____

APPROVED:_____Mayor Date:_____
_____

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT,
Assistant City Attorney

REDLINE VERSION

ORDINANCE NO. _____

BY: THE MAYOR

TO REPEAL THE TITLE OF SECTION 5.046 OF THE CODE OF GENERAL ORDINANCES FROM "OUTDOOR DINING AREA LOCATED IN A PUBLIC RIGHT-OF-WAY OR MAJOR STREET SETBACK AREA", AND RECREATE THE TITLE AS "OUTDOOR DINING AREA LOCATED IN A PUBLIC RIGHT-OF-WAY, MAJOR STREET SETBACK AREA, OR ON PUBLIC PROPERTY"; TO REPEAL AND RECREATE SECTIONS 5.046 A., 5.046 B., 5.046 C.1.g., 5.046 C.2.c. and d., 5.046 J.1.a., 5.046 J.2.a., 5.046 J.3.p., and 5.046 K. OF THE CODE OF GENERAL ORDINANCES TO INCLUDE "PUBLIC PROPERTY"

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

Section One: The Title of Section 5.046 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is repealed and recreated as **"OUTDOOR DINING AREA LOCATED IN A PUBLIC RIGHT-OF-WAY, MAJOR STREET SETBACK AREA OR ON PUBLIC PROPERTY"**.

Section Two: Section 5.046 A. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is repealed and recreated as follows:

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 tenant or property owner who is applying for a new or renewal permit to operate an Outdoor Dining Area in a public right-of-way, ~~or~~ **in a** major street setback area, **or on public property**.

3. "Dining Appurtenance(s)" shall mean tables, chairs, planters, barriers, railings, walls, signs, benches, waste receptacles, umbrellas and heaters.

4. "Major Street Setback Area" shall mean the area between the property line and major "Street Setback" line as defined in Section 12.0 and established in Section 5.0 of the Zoning Ordinance for the

City of Kenosha, Wisconsin.

5. "Outdoor Dining" shall mean the consumption of food and/or beverages in an Outdoor Dining Area.

6. "Outdoor Dining Area" shall mean a designated area where Dining Appurtenances are located on a sidewalk within a public right-of-way, partially within the public right-of-way and partially upon private property, ~~and/or~~ within the Major Street Setback Area, **and/or upon public property,** and operated as an integral part of an adjacent business, such as a bakery, candy and ice cream store, coffee shop, food store, grocery, delicatessen or restaurant, for the purpose of Outdoor Dining.

7. "Pedestrian Path" shall mean a continuous, obstruction-free sidewalk area, between the outside boundary of the Outdoor Dining 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.

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

9. "Public Property" shall mean a parcel of property owned, leased or otherwise controlled by the City of Kenosha, or subunit thereof, excluding the publicly held rights-of-way.

~~9.~~ **10. "Restaurant"** shall mean any building or room where, as the establishment's primary business, food and/or beverages are prepared, or served or sold to transients or the general public, and where the sale of Alcohol Beverages account for less than fifty (50%) percent of the establishment's gross receipts in the B-1, B-2, B-3 or B-4 Zoning Districts.

Section Three: Section 5.046 B. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is repealed and recreated as follows:

B. Permit Required. No person, party, firm or corporation shall be permitted to use the public right-of-way, ~~or~~ a Major Street Setback Area **or Public Property** for an Outdoor Dining Area without first obtaining a permit from the Committee on Licenses/Permits. Any expansion or change in ownership of the business adjacent to the Outdoor Dining Area shall require a new application, fee, review and approval.

Section Four: Section 5.046 C.1.g. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is repealed and recreated as follows:

g. Indemnity and Hold Harmless Agreement indicating the Applicant(s), in consideration of having received an Outdoor Dining 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, **a** ~~or~~ Major Street Setback Area **or Public Property** for an Outdoor Dining Area.

Section Five: Sections 5.046 C.2.c. and d. of the Code of General Ordinances for the City of Kenosha, Wisconsin, are repealed and recreated as follows:

c. A scaled Site Plan indicating: the location and boundary of the proposed Outdoor Dining Area; the dimension of the remaining width of the sidewalk outside the Outdoor Dining Area; the dimension from the

Outdoor Dining Area to the curb **or property line** and all buildings; and, the location of awnings, and Dining Appurtenances within the Outdoor Dining 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 a proposed location of Outdoor Dining Area and for an additional twenty (20') feet extending therefrom.

d. Photograph(s), a minimum of four (4") by six (6") inches, showing the entire sidewalk**,** ~~**and**~~ Major Street Setback Area**, and/or Public Property** with building facade proposed for the Outdoor Dining Area.

Section Six: Section 5.046 J.1.a. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is repealed and recreated as follows:

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 Dining Area, except where a reduction is permitted under **Section P**. In areas of heavy pedestrian traffic, a width greater than four (4') feet may be required. **The Pedestrian Path may not be required for Public Property.**

Section Seven: Section 5.046 J.2.a. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is repealed and recreated as follows:

a. Locations of Outdoor Dining Areas shall be limited to areas where the sidewalk pavement width within the public right-of-way **or Public Property** 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 P**. A sidewalk partially located within the Major Street Setback Area or 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.

Section Eight: Section 5.046 J.3.p. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is repealed and recreated as follows:

p. The approval of an Outdoor Dining Area shall not be construed or deemed to create a vested interest in the public right-of-way**, a** ~~**or**~~ Major Street Setback Area **or on Public Property**. The permit holder shall remove or modify an Outdoor Dining Area at their own expense whenever the City determines it necessary or desirable to modify the width of the street and/or public sidewalk**, or to vacate Public Property**.

Section Nine: Section 5.046 K. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is repealed and recreated as follows:

K. Permanent Improvements In An Outdoor Dining Area. Permanent improvements in an Outdoor Dining Area shall, in addition to the Outdoor Dining Area Permit, require a Street Encroachment Agreement signed by the abutting property owner. The property owner, upon abandonment or termination of use, shall restore the Outdoor Dining Area to the same condition as existed prior to its use as an Outdoor Dining Area. Additionally, at such time the City may deem it necessary or desirable to modify the width of the street and/or the public sidewalk, the abutting property owner shall remove all Permanent Improvements from the public right-of-way or Major Street Setback Area at the property owner's expense. Existing

permanent Outdoor Dining Areas, previously approved through a Street Encroachment Agreement, shall not require a new Street Encroachment Agreement.

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

ATTEST:_____City Clerk
_____

APPROVED:_____Mayor Date:_____
_____

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT,
Assistant City Attorney

Zoning Ordinances 1st Reading
April 20, 2009

VOTE SHEET	Kenosha City Plan Commission	Meeting of April 9, 2009	

To Repeal and Recreate Section 3.12 A. of the Zoning Ordinance regarding Institutional permitted uses; To Create Section 3.13 A.3. of the Zoning Ordinance to include an Institutional permitted use in the B-1 Neighborhood Business District; and, To Create Section 3.14 A.7. of the Zoning Ordinance to include an Institutional permitted use in the B-2 Community Business District.

ACTION TAKEN	***AYES***	***NOES***
APPROVE	10	0
DENY		
RECEIVE AND FILE		
FORWARD TO	***DATE***	***COPIES***
COMMON COUNCIL	4/20/09 5/4/09	Ord/20 + 1 All/20 + 1
FINANCE		
LEGAL		
PUBLIC WORKS		
PARKS		
WATER UTILITY		
EMAIL TO CLERKS		

Rich Schroeder
Assistant City Planner

1CPC/2009/Apr9/action-zo-312a

ZONING ORDINANCE NO. _____

BY: THE MAYOR

TO REPEAL AND RECREATE SECTION 3.12 A. OF THE ZONING ORDINANCE REGARDING INSTITUTIONAL PERMITTED USES; TO CREATE SECTION 3.13 A.3. OF THE ZONING ORDINANCE TO INCLUDE AN INSTITUTIONAL PERMITTED USE IN THE B-1 NEIGHBORHOOD BUSINESS DISTRICT; AND, TO CREATE SECTION 3.14 A.7. OF THE ZONING ORDINANCE TO INCLUDE AN INSTITUTIONAL PERMITTED USE IN THE B-2 COMMUNITY BUSINESS DISTRICT

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

Section One: Section 3.12 A. of the Zoning Ordinance for the City of Kenosha, Wisconsin, is repealed and recreated as follows:

A. Residential Uses Permitted Above First Floor. Subject to the exception for religious residential quarters herein, in the B-1, B-2 or B-3 Business Districts, residential uses are only permitted when they are located above the first floor of the principal building, provided that the lowest finished floor of such attached residential units is constructed a minimum of nine (9') feet above the first floor elevation; provided that no portion of the first floor of any building within the Business Districts is used for residential purposes. The limitation in the previous sentence notwithstanding, residential quarters in convents, seminaries, rectories, parsonages, parish houses and other residential quarters for members of the clergy and immediate family members of the clergy living with the member of the clergy, may be located on any floor subject to other provisions of law.

Section Two: Section 3.13 A.3. of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby created as follows:

3. Institutional Uses such as religious institutions, including churches, chapels, temples, synagogues, convents, seminaries, rectories, parsonages, parish houses and residential quarters for clergy. Such quarters are permitted to be located on the same lot with a religious institution.

Section Three: Section 3.14 A.7. of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby created as follows:

7. Institutional Uses such as religious institutions, including churches, chapels, temples, synagogues,

convents, seminaries, rectories, parsonages, parish houses and residential quarters for clergy. Such quarters are permitted to be located on the same lot with a religious institution.

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

ATTEST:_____City Clerk
_____

APPROVED:_____Mayor Date:_____
_____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN,
Acting City Attorney

Ordinances 2nd Reading
April 20, 2009

23

OFFICE OF THE CITY ATTORNEY
MUNICIPAL BUILDING
625 - 52ND STREET
Kenosha, Wisconsin 53140
PHONE (262) 653-4170
FAX (262) 653-4176

KENOSHA 1850 WISCONSIN

PATRICK J. SHEEHAN
CITY ATTORNEY

EDWARD R. ANTARAMIAN
DEPUTY CITY ATTORNEY

MATTHEW A. KNIGHT
ASSISTANT CITY ATTORNEY

WILLIAM K. RICHARDSON
ASSISTANT CITY ATTORNEY

March 31, 2009

TO: Debbie Salas,
Deputy City Clerk/Treasurer

FROM: Edward R. Antaramian,
Acting City Attorney

RE: **To Repeal and Recreate Paragraph Number 2, Of Charter Ordinance No. 9, As Amended By Charter Ordinance No. 19, To Adopt The Statutory Terminology of "Aldermanic District"**

Please find attached the original, the redline version, and twenty (20) copies of the above Charter Ordinance. Kindly place same on the next Common Council Agenda for a First Reading. Thank you.

EDWARD R. ANTARAMIAN,
Acting City Attorney

ERA:ri

Attachments

cc: Mayor Keith G. Bosman
Frank J. Pacetti, City Administrator
Alderman Michael J. Orth

CHARTER ORDINANCE NO. 36

BY: ALDERPERSON MICHAEL J. ORTH

TO REPEAL AND RECREATE PARAGRAPH NUMBER 2, OF CHARTER ORDINANCE NO. 9, AS AMENDED BY CHARTER ORDINANCE NO. 19, TO ADOPT THE STATUTORY TERMINOLOGY OF "ALDERMANIC DISTRICT"

The Common Council of the City of Kenosha, Wisconsin, by Charter Ordinance, pursuant to Sections 66.0101 and 62.09 of the Wisconsin Statutes [2007-2008], do ordain as follows:

Section One: CHARTER ORDINANCE NO. 9, PARAGRAPH NUMBER 2, adopted by Referendum at an election held April 2, 1957, as amended by Charter Ordinance 19, passed by the Common Council on August 7, 1967, and effective on October 6, 1967, is repealed and recreated as follows:

> **2**. That the government of the City of Kenosha be and hereby is organized under Chapter 62 and Sections 64.14, 66.01 and 10.43 of the Wisconsin Statutes for 1955 and acts amendatory thereof, providing for the City Mayor and Aldermanic Plan and that under such form of government the part of Section 62.09(1) of the Wisconsin Statutes providing two aldermen from each ward, as that term was used in 1955, shall be inapplicable and is repealed, and there shall be one alderman from each Aldermanic District, as that phrase was created in 1971 Act 304, of the City; said Mayor to be elected for a term of four (4) years and Aldermen for a term of two years.

Section Two: This Charter Ordinance shall be effective sixty (60) days after its passage by at least a two-thirds (2/3rds) vote of the members of the Common Council, and its publication; unless, within sixty (60) days, it be made subject to a referendum in the manner prescribed by Section 66.0101 of the Wisconsin Statutes.

ATTEST:_____City Clerk

APPROVED:_____Mayor Date:_____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN,
Acting City Attorney

REDLINE VERSION

CHARTER ORDINANCE NO. 36

BY: ALDERPERSON MICHAEL J. ORTH

TO REPEAL AND RECREATE PARAGRAPH NUMBER 2, OF CHARTER ORDINANCE NO. 9, AS AMENDED BY CHARTER ORDINANCE NO. 19, TO ADOPT THE STATUTORY TERMINOLOGY OF "ALDERMANIC DISTRICT"

The Common Council of the City of Kenosha, Wisconsin, by Charter Ordinance, pursuant to Sections 66.0101 and 62.09 of the Wisconsin Statutes [2007-2008], do ordain as follows:

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> **2**. That the government of the City of Kenosha be and hereby is organized under Chapter 62 and Sections 64.14, 66.01 and 10.43 of the Wisconsin Statutes for 1955 and acts amendatory thereof, providing for the City Mayor and Aldermanic Plan and that under such form of government the part of Section 62.09(1) of the Wisconsin Statutes providing two aldermen from each ward, as that term was used in 1955, shall be inapplicable and is repealed, and there shall be one alderman from each ward Aldermanic District, as that phrase was created in 1971 Act 304, of the City; said Mayor to be elected for a term of four (4) years and Aldermen for a term of two (2) years.

Section Two: This Charter Ordinance shall be effective sixty (60) days after its passage by at least a two-thirds (2/3rds) vote of the members of the Common Council, and its publication; unless, within sixty (60) days, it be made subject to a referendum in the manner prescribed by Section 66.0101 of the Wisconsin Statutes.

ATTEST:_____City Clerk

APPROVED:_____Mayor Date:_____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN,
Acting City Attorney

24-25

Zoning Ordinances 2nd Reading
April 20, 2009

24

VOTE SHEET	Kenosha City Plan Commission	Meeting of March 19, 2009	NEW

Petition to rezone property at 4235 Green Bay Road from M-2 Heavy Manufacturing District to B-2 Community Business District in conformance with Section 10.02 of the Zoning Ordinance, District #16. (Wamboldt)

ACTION TAKEN	*AYES*	*NOES*
APPROVE	7	0
DENY		
RECEIVE AND FILE		
FORWARD TO	*DATE*	*COPIES*
COMMON COUNCIL	4/6/09 4/20/09	partial 21
FINANCE		
LEGAL	3/20/09	1
PUBLIC WORKS		
PARKS		
WATER UTILITY		

Rich Schroeder
Assistant City Planner

1CPC/2009/Mar19/action-rezone-wamboldt

FACT SHEET Kenosha City Plan Commission	City Plan Division 625 - 52nd Street Kenosha, WI 53140 (262) 653-4030	March 19, 2009	Item 2
Petition to rezone property at 4235 Green Bay Road from M-2 Heavy Manufacturing District to B-2 Community Business District in conformance with Section 10.02 of the Zoning Ordinance, District #16. (Wamboldt) PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: 4235 Green Bay Road
Neighborhood: Westview Industrial

Vicinity Zoning/Land Use
North: IP/Commercial
South: M-1/Industrial
East: B-2 and M-2/Commercial
West: I-1/Public Utility

NOTIFICATIONS/PROCEDURES:

The alderman of the district, Alderman Downing, has been notified. Property owners within 100 feet of the proposed rezoning have also been notified. This item will also be reviewed by the Common Council.

ANALYSIS:

- The owner of the property has requested to rezone the property from M-2 Heavy Manufacturing District to B-2 Community Business District. The purpose of the rezoning is to permit the operation of a proposed children's entertainment use in the existing building.
- Rezoning of the property to B-2 Community Business District is consistent with the existing land uses in the area.
- The property is identified as Industrial on the *Corridor Land Use Plan.* An Amendment to the map is required to change the land use designation from Industrial to Commercial. See Item 1 for additional information.
- Staff has determined that the current use(s) of the property will be consistent with the uses permitted in the B-2 Zoning District.
- Per Section 10.05 of the Zoning Ordinance, the development of the property will be required to be consistent with the development plan dated February 19, 2009, which is attached for reference.
- Prior to development, the applicant will also be required to obtain final approval through a Staff level Conditional Use Permit. The final development will also be required to be in compliance with the applicable City and State Ordinances, Codes and development standards.
- The rezoning will be compatible with the surrounding land uses and the amended *Corridor Land Use Plan.*

RECOMMENDATION:

A recommendation is made to approve the rezoning.

Doug Kurzeja, Planner
1CPC/2009/Mar19/fact-rezone-wamboldt

Jeffrey B. Labahn, Director of City Development

CITY OF KENOSHA

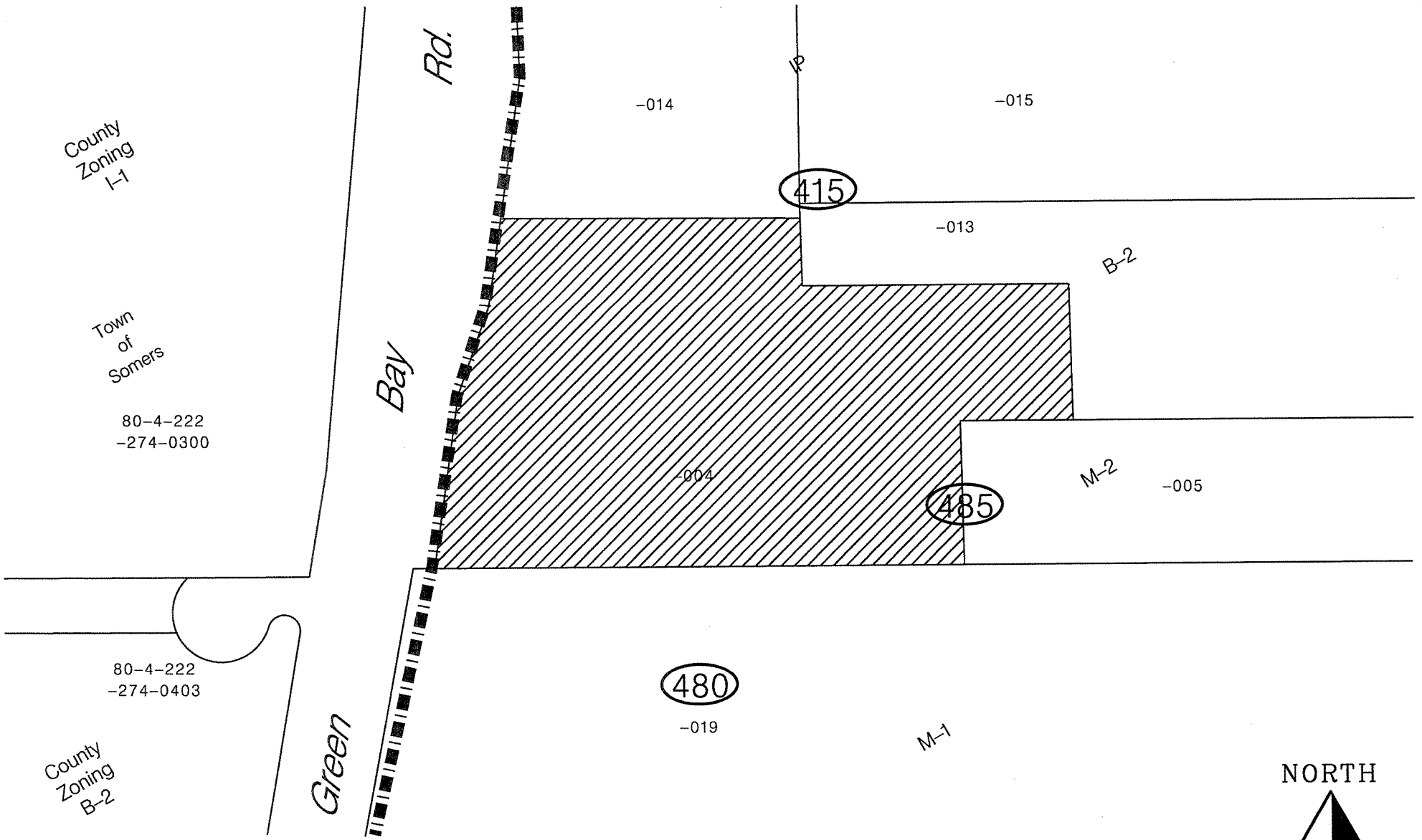
District Map

Rezoning

SUPPLEMENT NO. Z4-09

ORDINANCE NO. _____

Wamboldt Petition



Property to be rezoned from:

M-2 Heavy Industrial to B-2 Community Business

Municipal Boundary

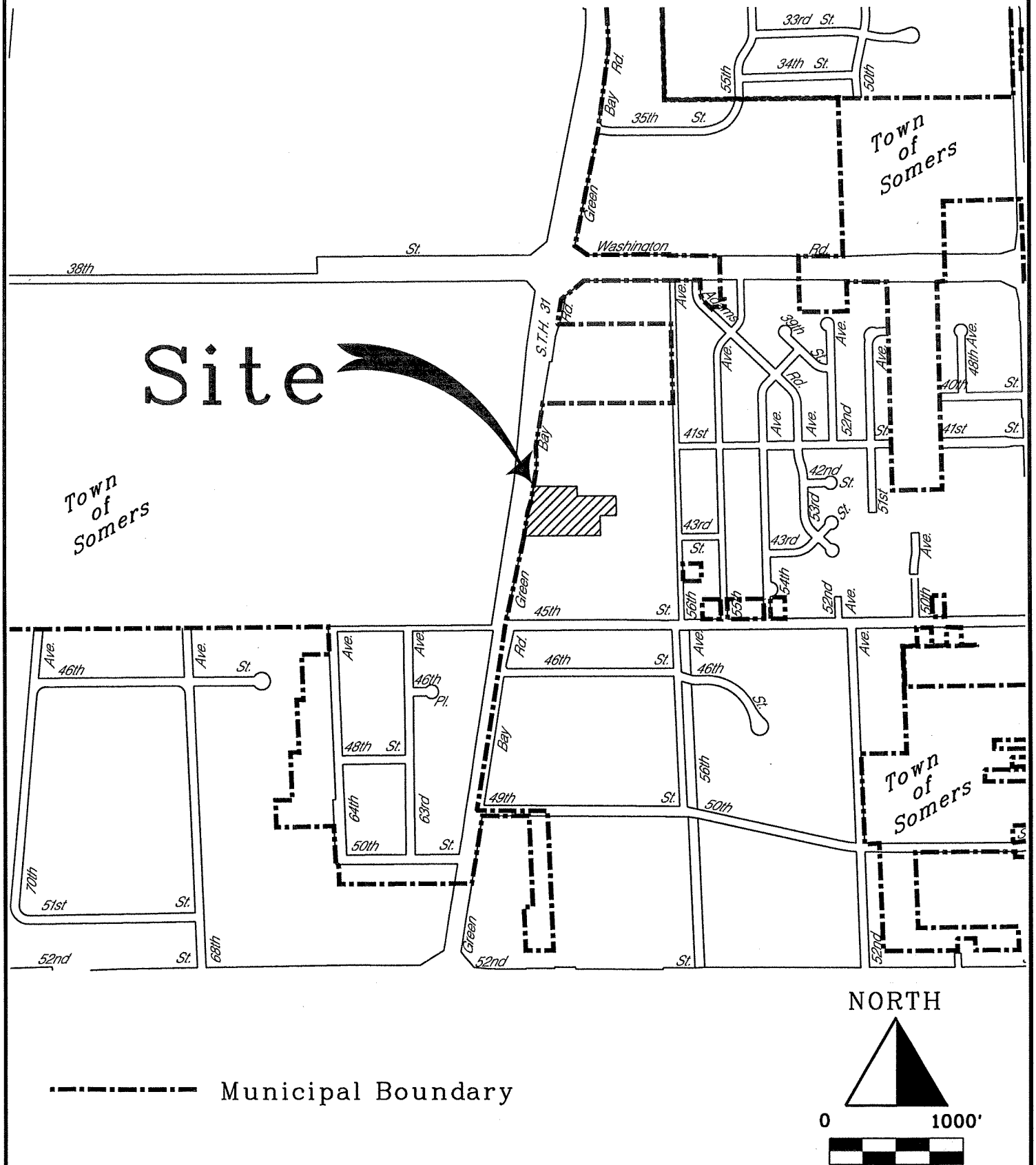
222-27-4

DCD ~ City Plan Division ~ JBL ~ DPK ~ 2-24-2009 ~ mc

CITY OF KENOSHA

Vicinity Map

Wamboldt Rezoning



DCD ~ City Plan Division ~ JBL ~ DPK ~ 2-24-2009 ~ mc

Wamboldt Lasky Electric inc.

ELECTRICAL CONTRACTORS

(262) 658-0800 • 4237 Green Bay Road • Kenosha, WI 53144

February 19, 2009

The Honorable Mayor Keith Bosman
And Members of the Common Council
Kenosha, WI

Dear Members of the Common Council:

It is requested that my property located at 4235 Green Bay Road be rezoned from M-2 to B-2. The purpose of the rezoning is to permit the remodeling of the building for multi-tenant retail business.

Attached is a conceptual development plan including building, site development, land use and operational plans as required by Section 10 of the City of Kenosha Zoning Ordinance, and a receipt of the rezoning fee. I understand that development of the referenced property proposed for rezoning is required to be consistent with the conceptual developments plans submitted with my rezoning petition.

Please inform me of the date this item will be reviewed by the City Plan Commission. The meeting notice should be sent to Mr. Ed Wamboldt at 4237 Green Bay Road Kenosha, WI 53144. I can be reached at 262-658-0800 if there are any questions regarding my request for the rezoning.

Sincerely,

Edward C. Wamboldt

Rezoning Application
City of Kenosha, Wisconsin

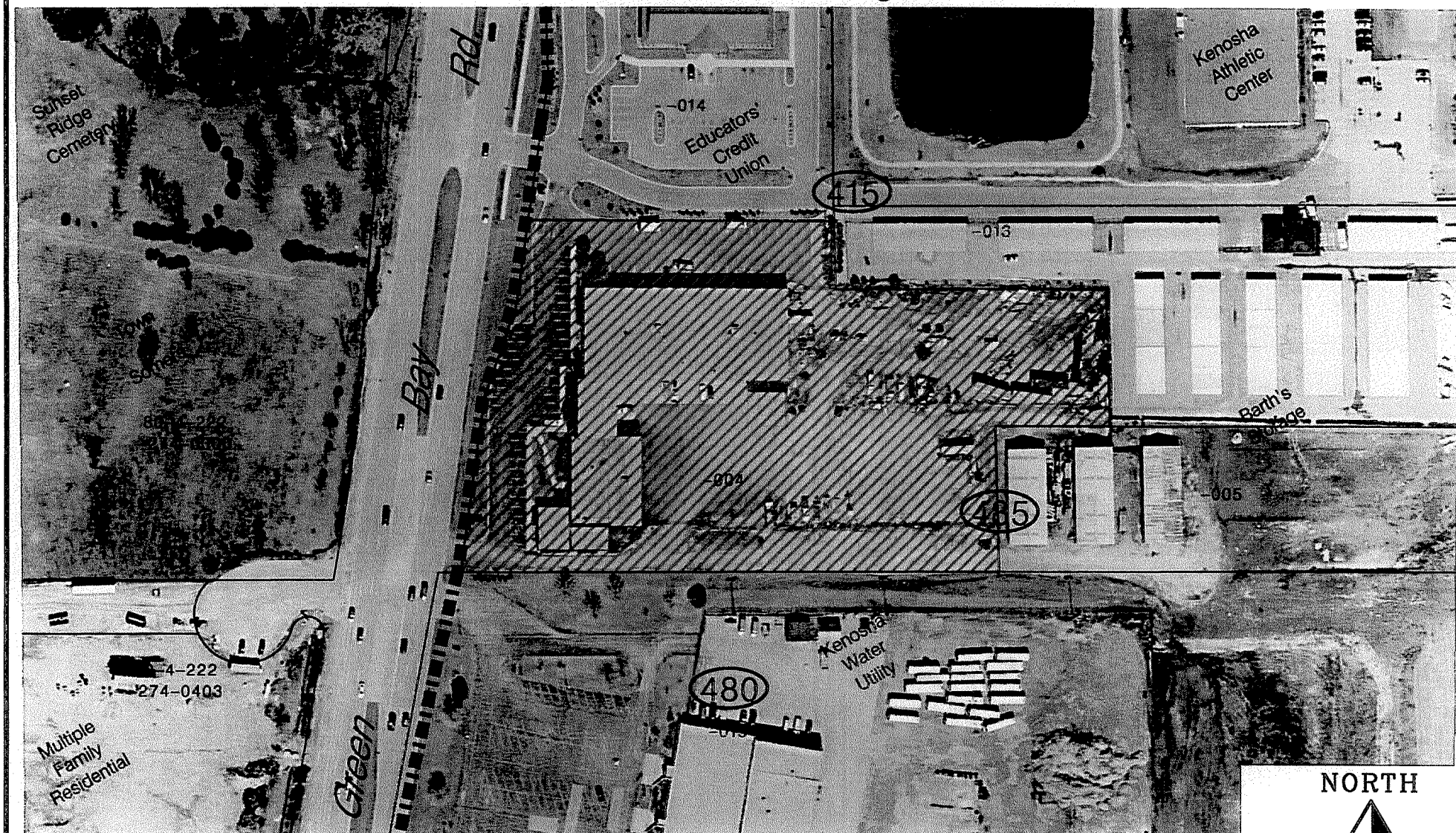
Applicant Information	
Name of applicant: MR ED WAMBOLDT WAMBOLDT PROPERTIES INC	
Address of applicant: 4235 - GREENBAY ROAD	
Home Phone: 262 552-7800	Work Phone: 262 - 658-0800
Property Owner Information	
Property Owner (if different than applicant):	
Address:	
Home Phone:	Work Phone:
Property Information	
Address or parcel number of subject property: 4235 - GREENBAY ROAD	PARCEL NO. 08-222-27-485-004
Current Zoning District: M-2	Proposed Zoning District: B-2
Proposed Type of Rezoning: (check all applicable) ☐ *Single-family residential* ☐ *Two-family residential* ☐ *Multi-family residential (3 or more units)* ☒ *Institutional, Commercial or Industrial*	
Staff Use Only Fee collected: $_____ Date: _____ By: _____(initials)	

Applicant shall be responsible for completing this application, as well as submitting the rezoning request letter (sample attached).

CITY OF KENOSHA

Land Use Map

Wamboldt Rezoning



NORTH

0 150'

Property to be rezoned

Municipal Boundary

222-27-4

DCD ~ City Plan Division ~ JBL ~ DPK ~ 2-24-2009 ~ mc

REZONING ORDINANCE NO. _____

BY: THE MAYOR

Zoning: **TO REZONE PROPERTY LOCATED AT 4235 GREEN BAY ROAD FROM M-2 HEAVY MANUFACTURING DISTRICT TO B-2 COMMUNITY BUSINESS DISTRICT [Wamboldt]**

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

Section One: That the land shown on the attached Supplement Map No. Z4-09 be, and the same hereby is, zoned and districted as indicated on said map.

Section Two: The development of the property shall be consistent with the conceptual development plan for the property being rezoned, submitted by the property owner/developer on the 19th day of March, 2009, as required in Section 10.02 A. of the Zoning Ordinance.

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

ATTEST:_____City Clerk
_____

APPROVED:_____Mayor Date:_____
_____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN,
Acting City Attorney

CITY OF KENOSHA

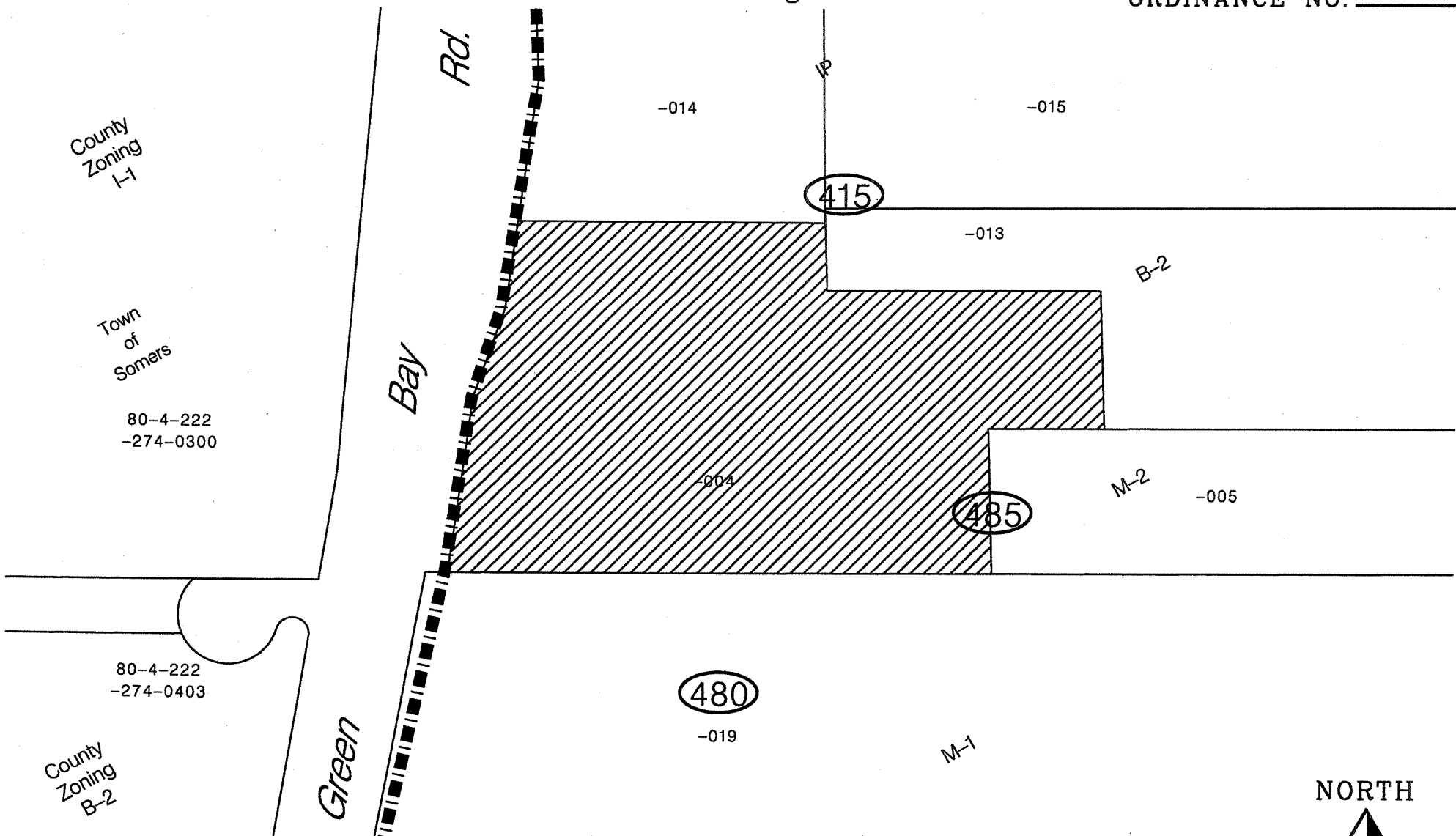
District Map

Rezoning

SUPPLEMENT NO. Z4-09

ORDINANCE NO. _____

Wamboldt Petition



Property to be rezoned from:

M-2 Heavy Industrial to B-2 Community Business

Municipal Boundary

222-27-4

DCD ~ City Plan Division ~ JBL ~ DPK ~ 2-24-2009 ~ mc

VOTE SHEET	Kenosha City Plan Commission	Meeting of March 19, 2009	NEW

Petition to rezone a portion of properties located at 5001 and 5011 47th Avenue from RS-1 Single-Family Residential District to RD Two-Family Residential District in conformance with Section 10.02 of the Zoning Ordinance, District #16. (Apostoli)

ACTION TAKEN	***AYES***	***NOES***
APPROVE	7	0
DENY		
RECEIVE AND FILE		
FORWARD TO	***DATE***	***COPIES***
COMMON COUNCIL	4/6/09 4/20/09	partial 21
FINANCE		
LEGAL	3/20/09	1
PUBLIC WORKS		
PARKS		
WATER UTILITY		

Rich Schroeder
Assistant City Planner

1CPC/2009/Mar19/action-rezone-apostoli

FACT SHEET Kenosha City Plan Commission	City Plan Division 625 - 52nd Street Kenosha, WI 53140 (262) 653-4030	March 19, 2009	Item 3
Petition to rezone a portion of properties located at 5001 and 5011 47th Avenue from RS-1 Single-Family Residential District to RD Two-Family Residential District in conformance with Section 10.02 of the Zoning Ordinance, District #16. (Apostoli) PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: 5001 and 5011 47th Avenue
Neighborhood: Endee

Vicinity Zoning/Land Use
North: RS-2/Single-Family Residential
South: RD/Two-Family Residential
East: RD/Two-Family Residential
West: RS-1/Single-Family Residential

NOTIFICATIONS/PROCEDURES:

The alderman of the district, Alderman Downing, has been notified. Property owners within 100 feet of the proposed rezoning have also been notified. This item will also be reviewed by the Common Council.

ANALYSIS:

- The owner of the property has requested to rezone the property from RS-1 Single-Family Residential to RD Two-Family Residential. The purpose of the rezoning is to permit the construction of two (2) duplexes on 46th Avenue.
- Rezoning of the property to RD Two-Family Residential is consistent with the existing land uses in the area and the adopted *Corridor Land Use Plan*. Per Section 10.05 of the Zoning Ordinance, the development of the property will be required to be consistent with the development plan dated February 7, 2009, which is attached for reference.
- The final development will also be required to be in compliance with the applicable City and State Ordinances, Codes and development standards.
- The rezoning will be compatible with the surrounding land uses and the adopted *Corridor Land Use Plan*.

RECOMMENDATION:

A recommendation is made to approve the rezoning.

Doug Kurzeja, Planner
1CPC/2009/Mar19/fact-rezone-apostoli

Jeffrey B. Labahn, Director of City Development

CITY OF KENOSHA

District Map

Rezoning

SUPPLEMENT NO. Z5-09
ORDINANCE NO. _____

Apostoli Petition

Property to be rezoned from:

RS-1 Single Family Residential to
RD Two-Family Residential

Municipal Boundary

NORTH

0 100'

222-35-1

DCD ~ City Plan Division ~ JBL ~ DPK ~ 2-26-2009 ~ mc

The Honorable Mayor
And Members of the Common Council
Kenosha, WI

Dear Members of the Common Council:

RS-1 ZA RD ZA

It is requested that my property located at 5001 – 47th Ave Kenosha, WI 53144 be allowed a lot line adjustment and a rezoning of a portion of the property be rezoned from RG-1 to RG-2. The purpose of the rezoning is to permit the construction of a two family residential dwelling.

Attached is a conceptual development plan including building, site development, land use and operational plans as required by section 10 of the city of Kenosha Zoning Ordinance, and a receipt of the rezoning fee. I understand that development of the referenced property proposed for rezoning is required to be consistent with the conceptual development plans submitted with my rezoning petition.

Please be advised that Tony Apostoli may act as our agent in the lot line adjustment and rezoning petition only. He has agreed to be responsible for all costs pertaining to this petition and expenses related to preparation of the petition.

Please inform Tony Apostoli of the date this item will be reviewed by the City Plan Commission. The meeting notice should be sent to Imperial Builders Inc. at 1440 – 40 Court Kenosha, WI. 53144. He can be reached at 262-553-9585 if there are any questions regarding the request for rezoning or lot line adjustment.

Victor Green date 2.11.09 Catherine Green date 2/11/09
Victor Green - Owner Catherine Green – Owner

date 2-13-09
Tony Apostoli – Agent Imperial Builders, Inc

2/11/09

The Honorable Mayor
And Members of the Common Council
Kenosha, Wi.

Dear Members of the Common Council:

It is requested that my property at 5011-47th Ave be rezoned from ~~RG-1~~ to ~~RG-2~~

The purpose of the rezoning is to permit Tony Apostoli of Imperial Builders to construct a two family dwelling.

Attached is a conceptual development plan including building, site development, land use and operational plans, as required by Section 10 of the City of Kenosha Zoning Ordinance, and a receipt of the rezoning fee. I understand that development of the referenced property proposed for rezoning is required to be consistent with the conceptual development plans submitted with my rezoning petition.

Please inform me of the date this item will be reviewed by the City Plan Commission.
The meeting notice should be sent to Tony Apostoli
1440-40th Ct
Kenosha, Wi 51344

Tony can be reached at 262-818-0072 or 553-9585. I can be reached at 262-818-6221 if there are any questions regarding me request for the rezoning.

Sincerely:

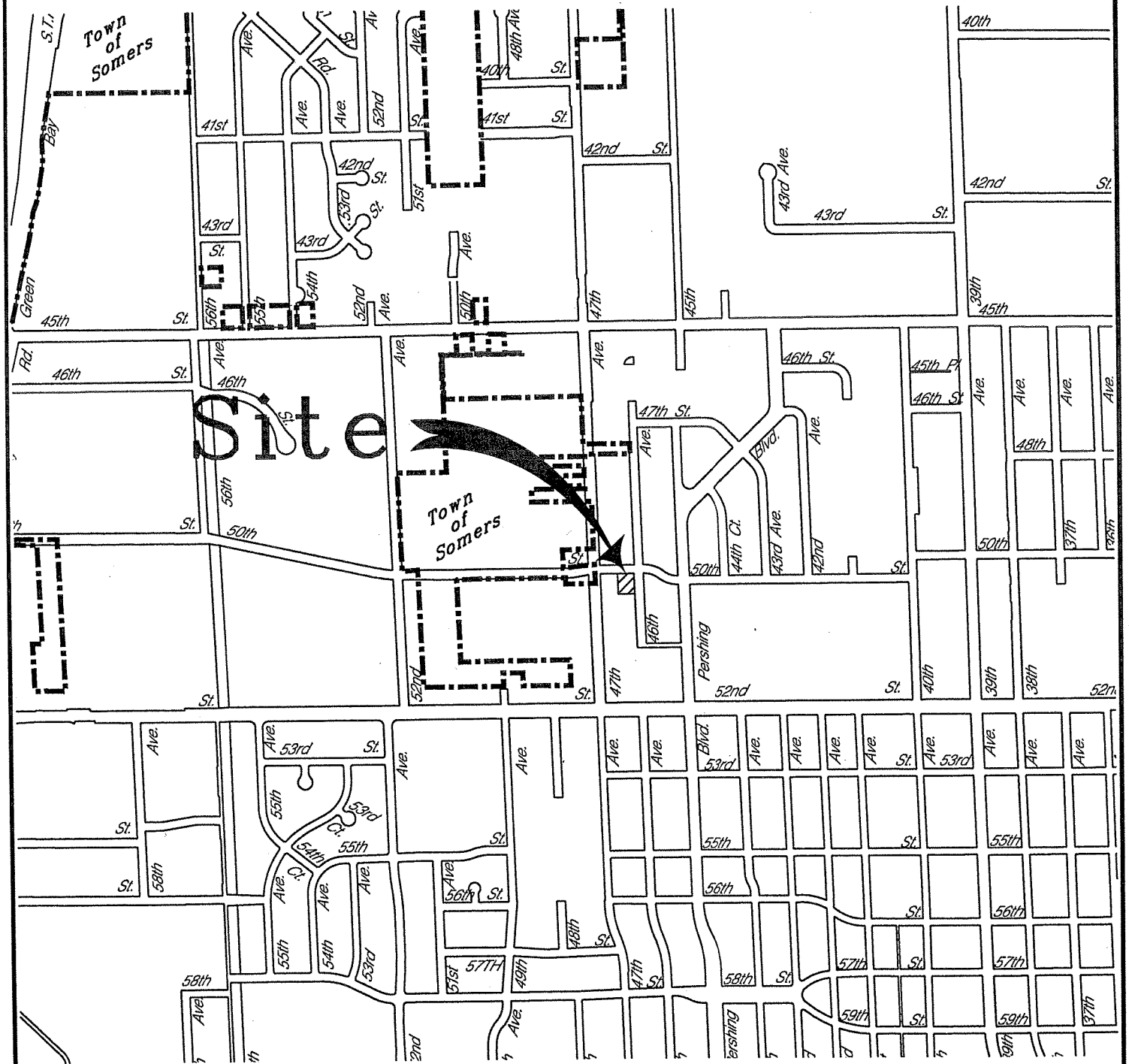
Al Locante

Tony Apostoli Agent

CITY OF KENOSHA

Vicinity Map

Apostoli Rezoning



DCD ~ City Plan Division ~ JBL ~ DPK ~ 2-26-2009 ~ mc

Rezoning Application
City of Kenosha, Wisconsin

Applicant Information	
Name of applicant: Tony Apostoli	
Address of applicant: 1440-40 Court KENOSHA, WI. 53144	
Home Phone: 262-553-9428	Work Phone: 262-553-9585
Property Owner Information	
Property Owner (if different than applicant): Victor + Catherine Green	
Address: 16531 Plank Rd UNION GROVE, WI 53182	
Home Phone: 262-878-1972	~~Work~~ Phone: CELL 262-705-6175
Property Information	
Address or parcel number of subject property: 5001-47 Ave Kenosha, WI	
Current Zoning District: RG-1	Proposed Zoning District: RG-1 + RG-2

Proposed Type of Rezoning: (check all applicable)

- ☐ *Single-family residential*
- ☒ *Two-family residential*
- ☐ *Multi-family residential (3 or more units)*
- ☐ *Institutional, Commercial or Industrial*

Staff Use Only

Fee collected: $_____ Date: _____ By: _____ (initials)

Applicant shall be responsible for completing this application, as well as submitting the rezoning request letter (sample attached).

Rezoning Application
City of Kenosha, Wisconsin

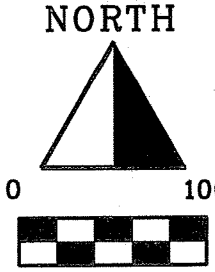
Applicant Information	
Name of applicant: Tony Apostoli Agent/Applicant	
Address of applicant: 1440-40 St Kenosha WIS 53144	
Home Phone:	Work Phone: 262-5589585
Property Owner Information	
Property Owner (if different than applicant): ALBERT LOCANTE	
Address: 6121 GREEN BAY Rd #202 KENOSHA, WI 53142	
Home Phone: 262 653-0999	Work Phone: 262 8186221
Property Information	
Address or parcel number of subject property: 5011 47 Ave	
Current Zoning District: R6-1 SINGLE FAMILY	Proposed Zoning District: R6-2
Proposed Type of Rezoning: (check all applicable) ☐ *Single-family residential* ☐ *Two-family residential* ☐ *Multi-family residential (3 or more units)* ☐ *Institutional, Commercial or Industrial*	
Staff Use Only Fee collected: $_____ Date: _____ By: _____(initials)	

Applicant shall be responsible for completing this application, as well as submitting the rezoning request letter (sample attached).

CITY OF KENOSHA

Land Use Map

Apostoli Rezoning

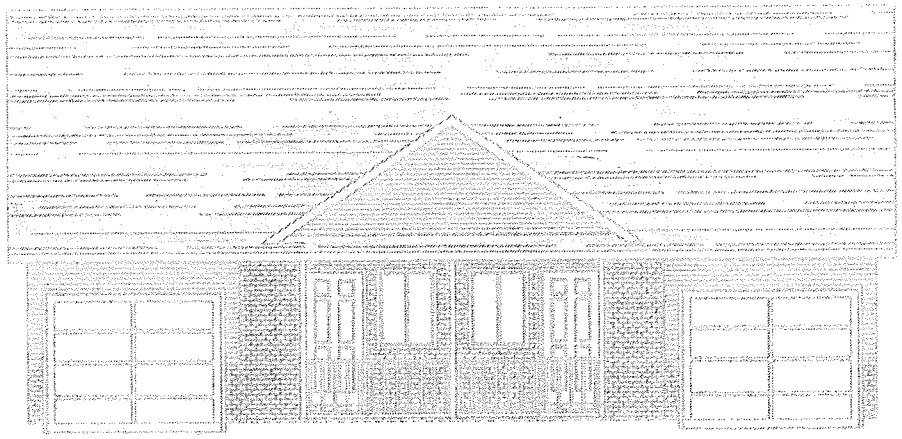


Property to be rezoned

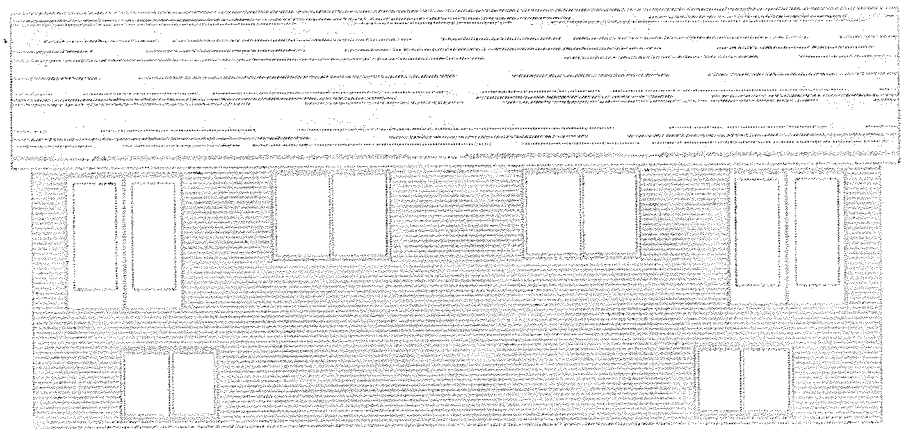
Municipal Boundary

222-35-1

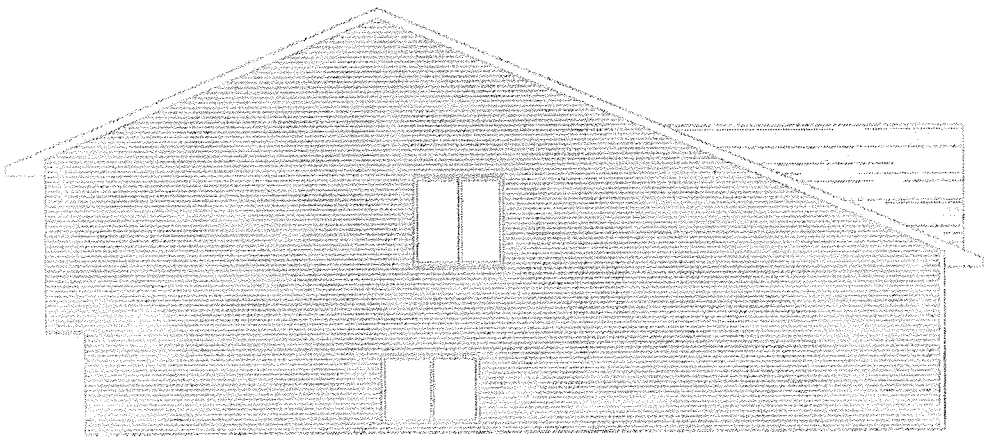
DCD ~ City Plan Division ~ JBL ~ DPK ~ 2-26-2009 ~ mc



FRONT 1



REAR 1

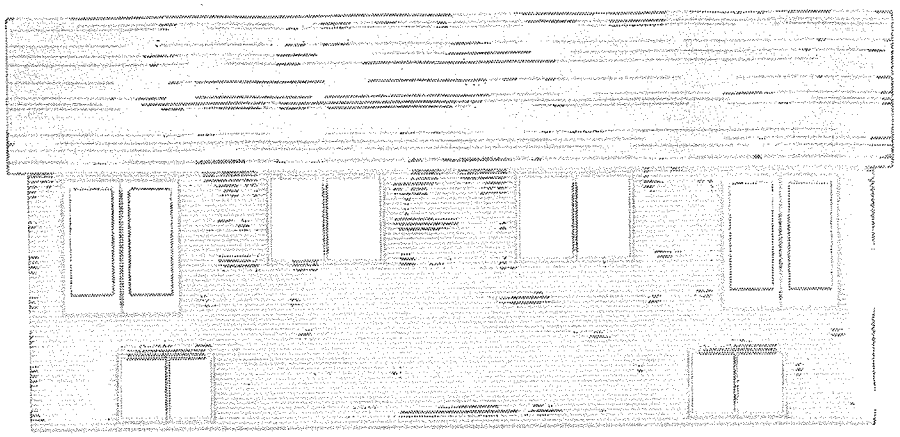


LEFT 1

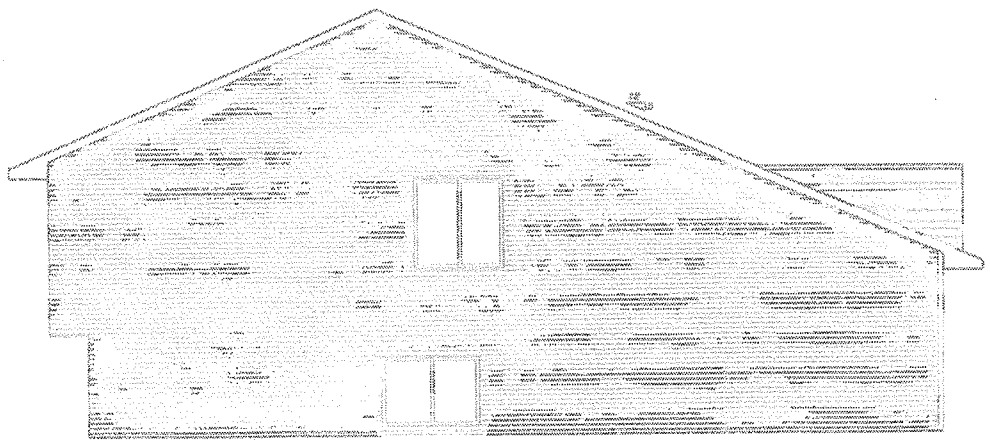
RIGHT 1

REVISIONS	DATE 8/1/03	IMPERIAL BUILDERS General Contractor Inc. KENOSHA, WI	CONTACT: 1440-40 CT KENOSHA WI, 53144 OFFICE: (262) 652-0220 FAX: (262) 652-0310	SCALE 1/4" = 1' PROJECT:	SHEET NO. ELEVATION 1

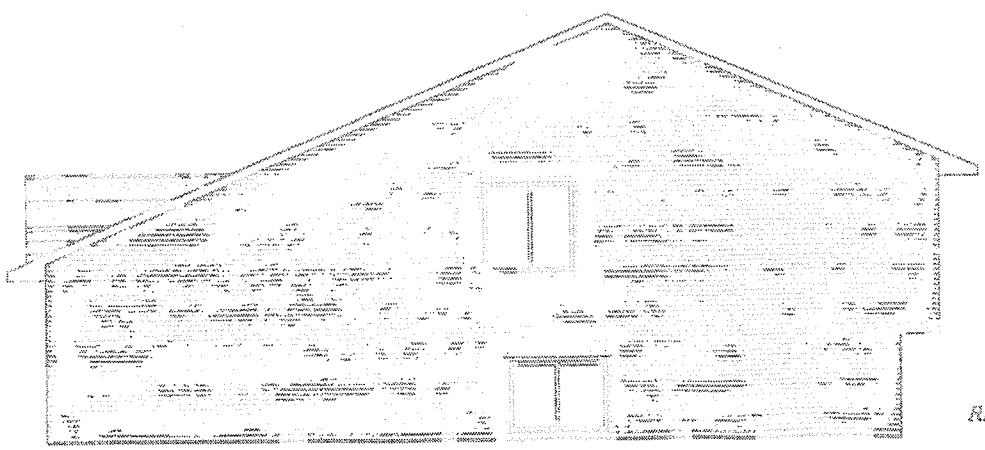
FRONT 2



REAR 2

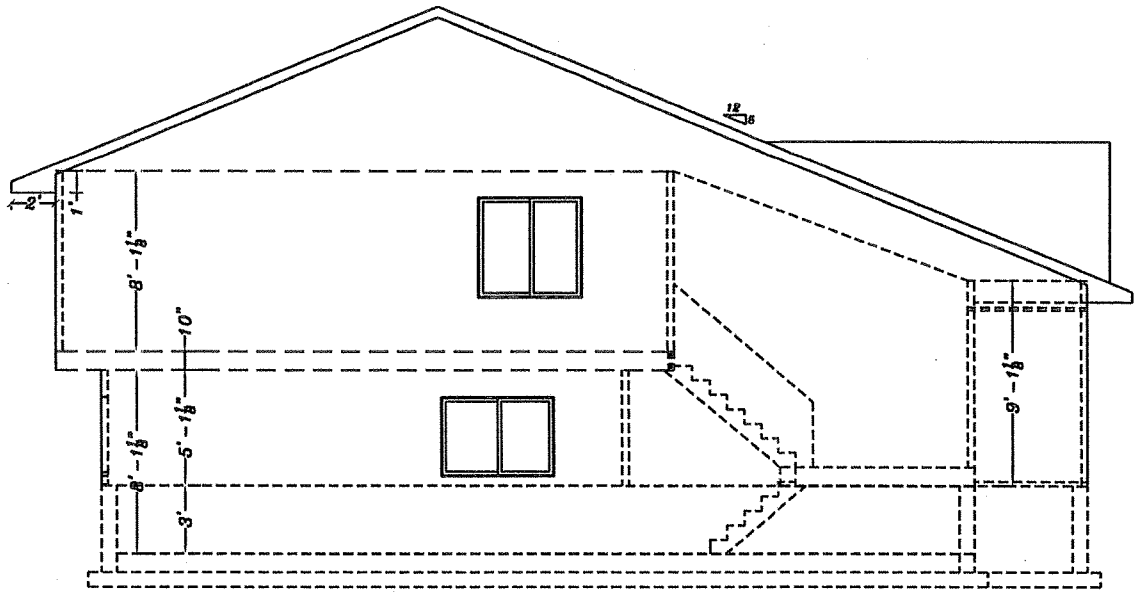


LEFT 2

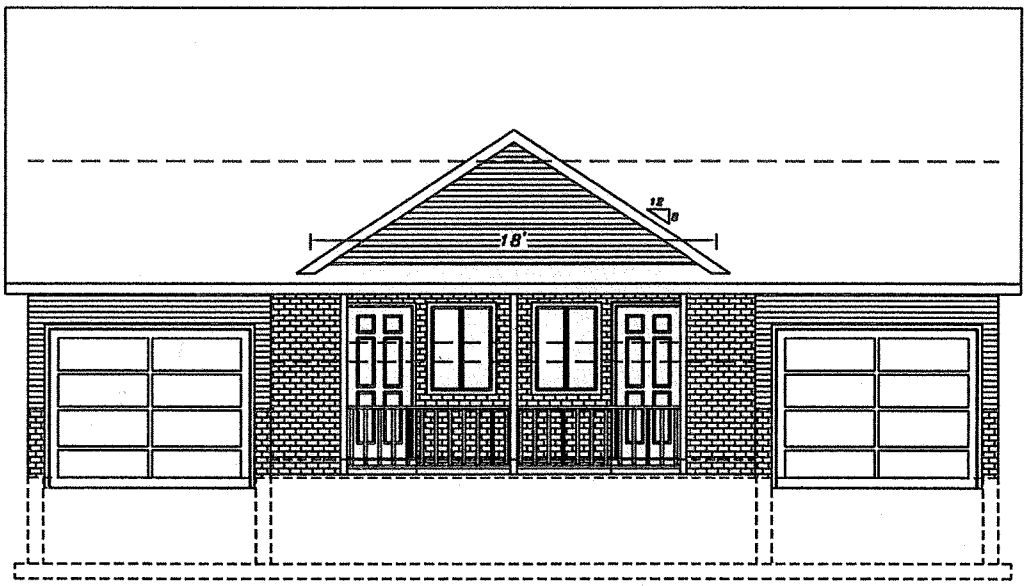


RIGHT 2

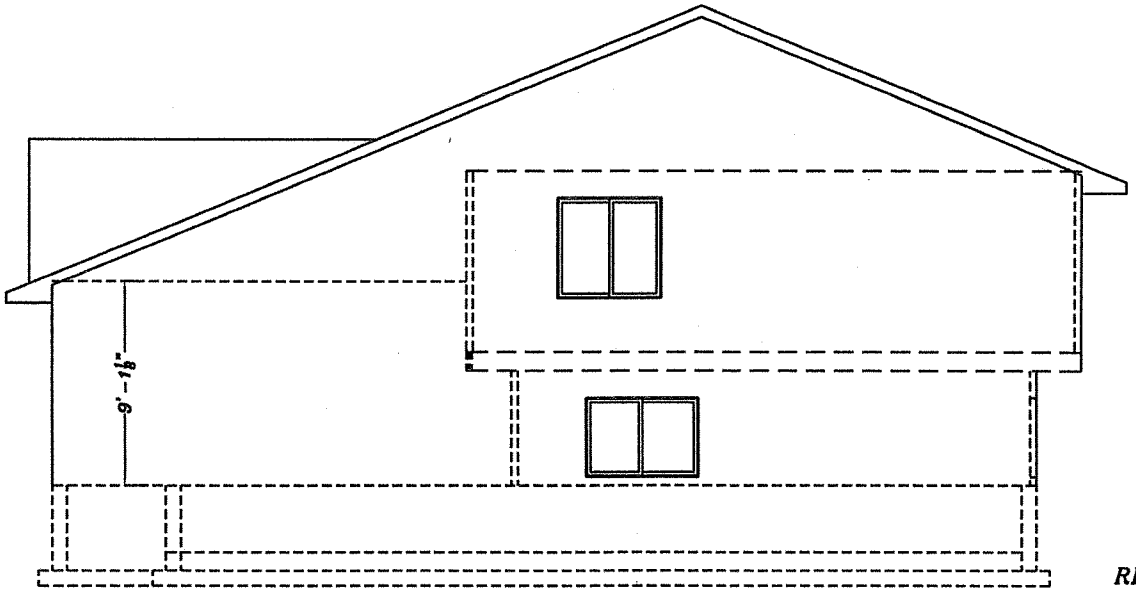
REVISIONS	DATE 3/1/00	IMPERIAL BUILDERS General Contractor Inc. KENOSHA, WI	CONTACT: 1440-40 CT KENOSHA WI, 53144 OFFICE: (262) 652-2320 FAX: (262) 652-2310	SCALE 1/4" = 1' PROJECT:	SHEET NO. ELEVATION 2



LEFT 1

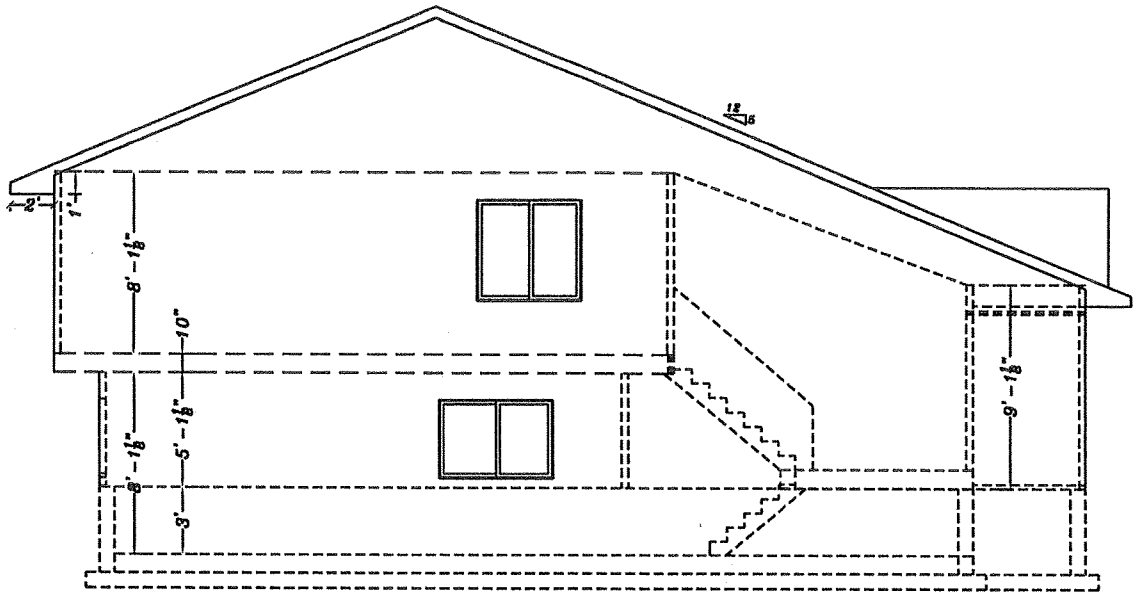


FRONT 1

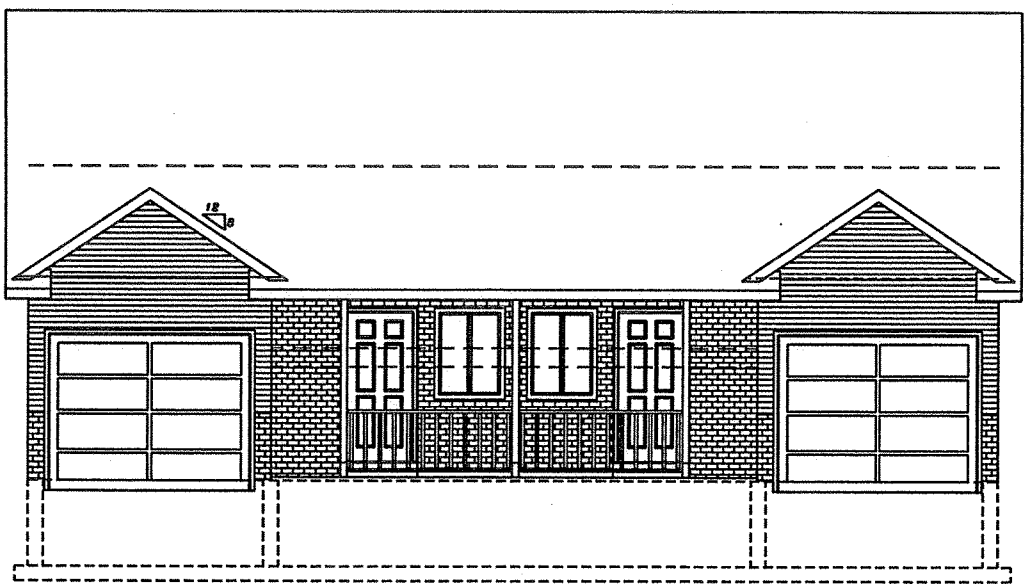


RIGHT 1

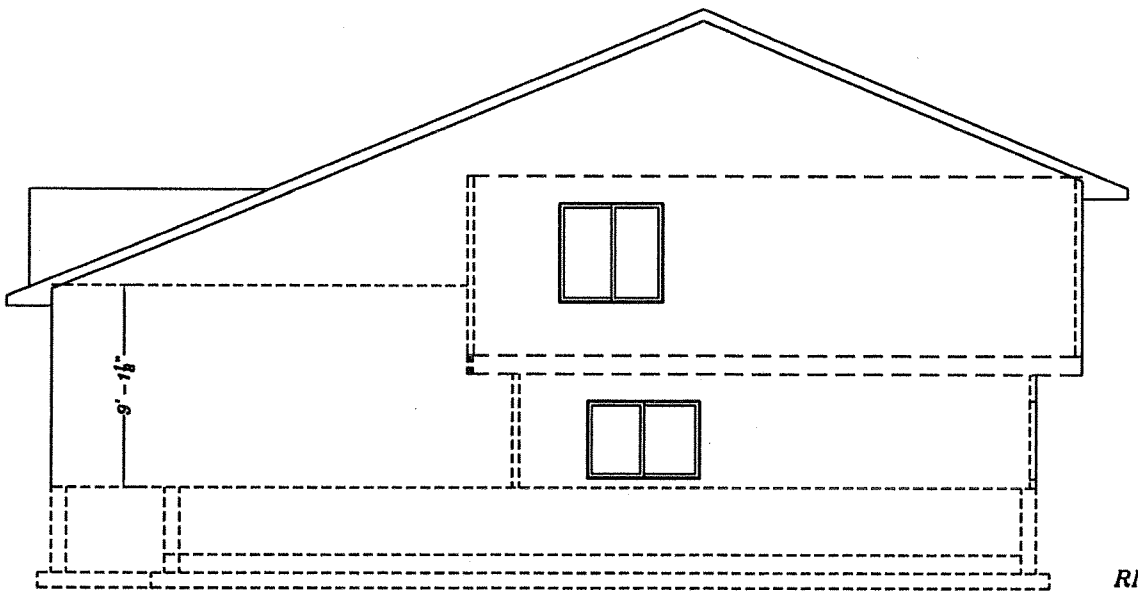
REVISIONS	DATE				
-	4/1/08	IMPERIAL BUILDERS General Contractor Inc. KENOSHA, WI	CONTACT: 1440-40 CT KENOSHA WI, 53144 OFFICE: (262) 658-9636 FAX: (262) 658-9010	SCALE 1/4" = 1'	SHEET NO. ELEVATION 1
				PROJECT:	



LEFT 2

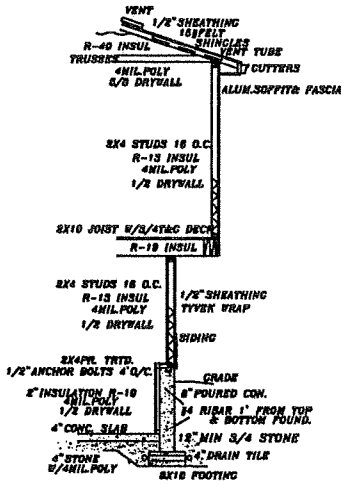


FRONT 2

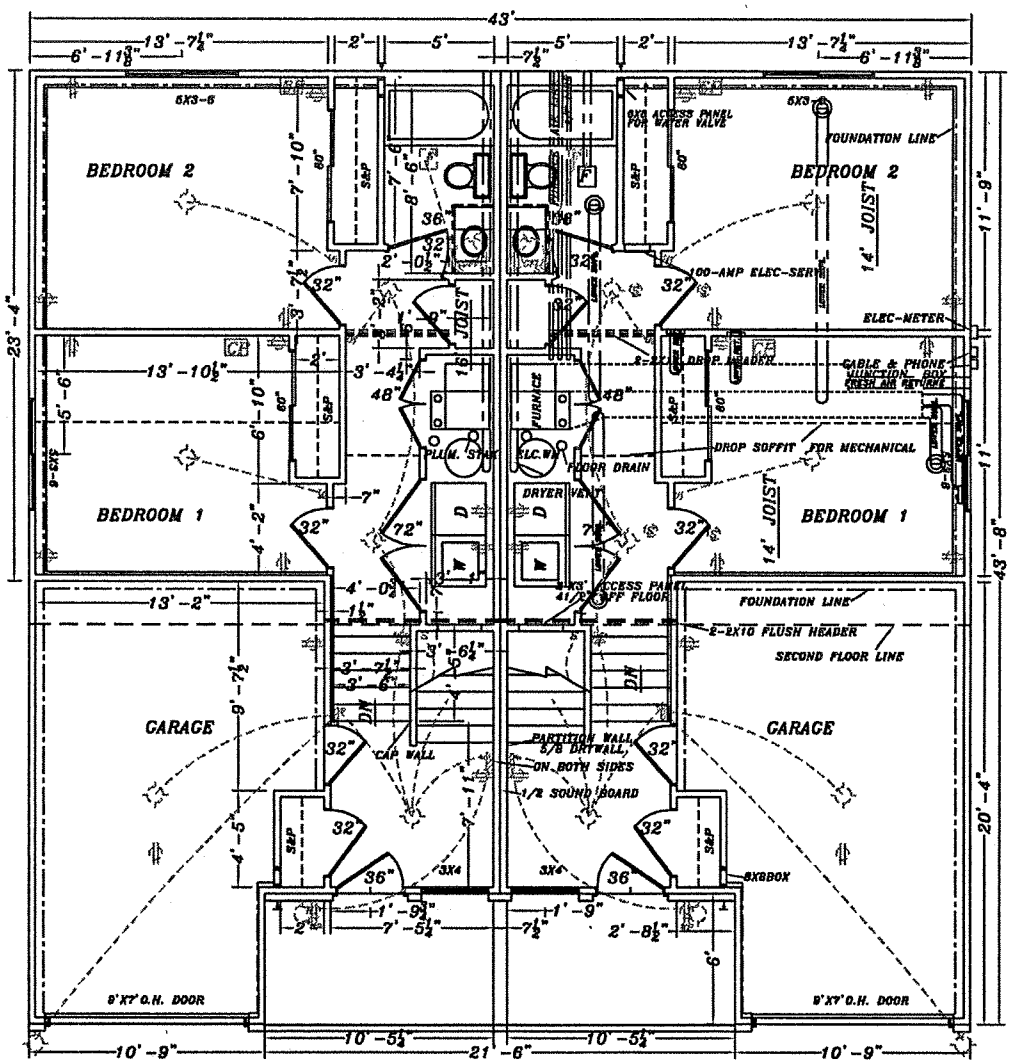


RIGHT 2

REVISIONS	DATE	IMPERIAL BUILDERS General Contractor Inc. KENOSHA, WI	CONTACT: 1440-40 CT KENOSHA WI, 53144 OFFICE: (262) 653-0686 FAX: (262) 653-0610	SCALE 1/4" = 1'	SHEET NO. ELEVATION 2
-	8/1/08			PROJECT:	

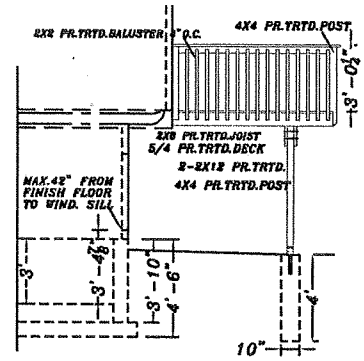


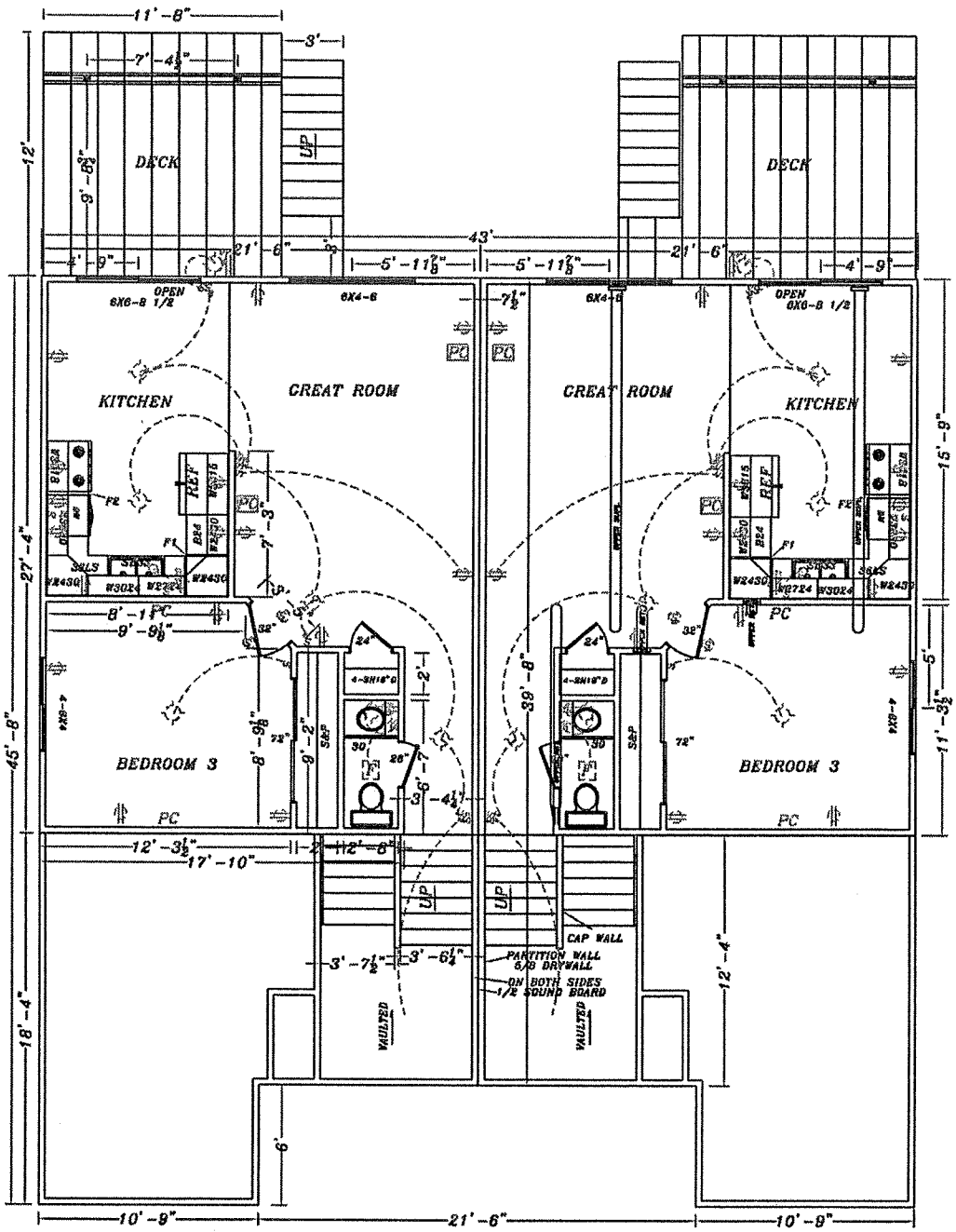
WALL DETAIL



FIRST FLOOR

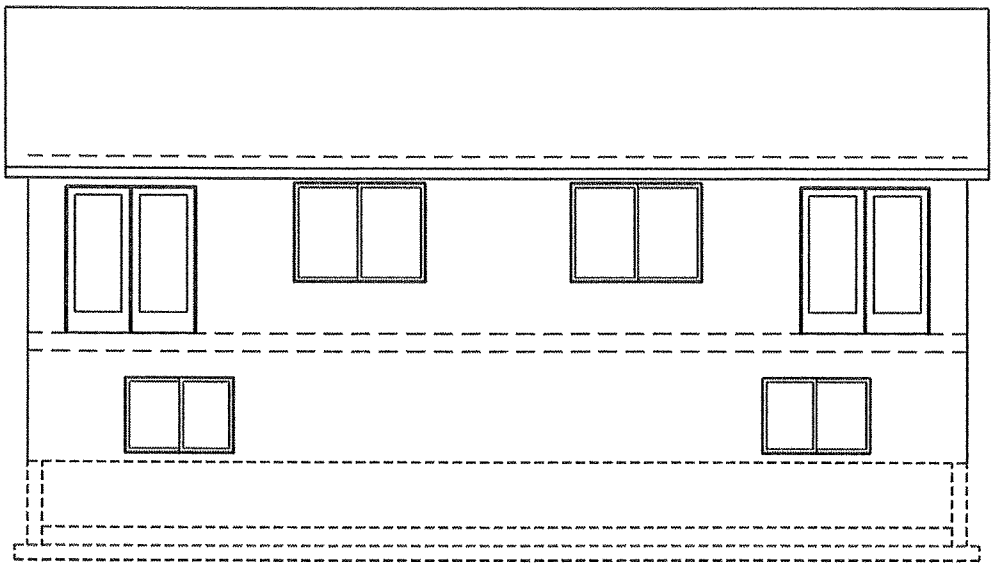
REVISIONS	DATE	IMPERIAL BUILDERS General Contractor Inc. KENOSHA, WI	CONTACT: 1440-40 CT KENOSHA WI, 53144 OFFICE: (262) 658-9686 FAX: (262) 658-9810	SCALE 1/4" =1'	SHEET NO.
	1/1/98			PROJECT: 5116-46AVE	



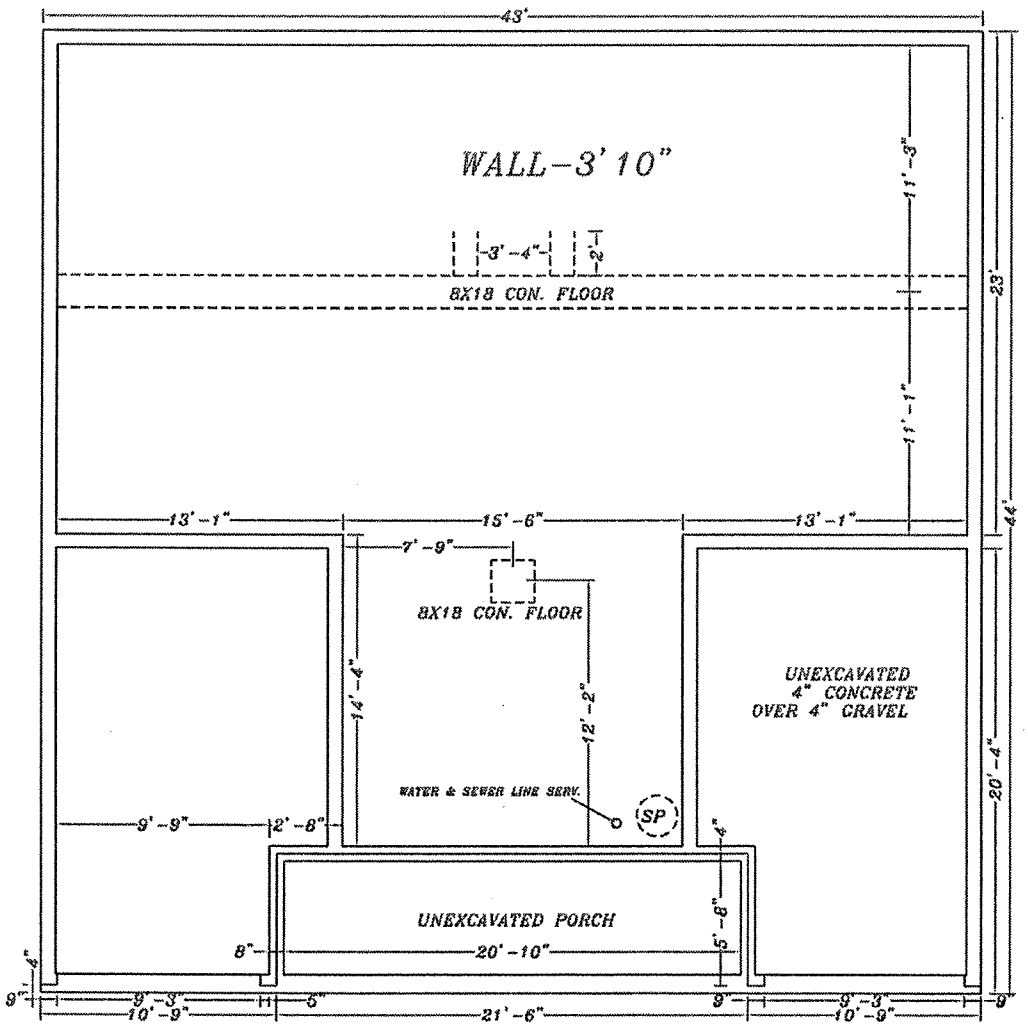


SECOND FLOOR

REVISIONS	DATE	IMPERIAL BUILDERS General Contractor Inc. KENOSHA, WI	CONTACT: 1440-40 CT KENOSHA WI, 53144 OFFICE: (262) 552-3653 FAX: (262) 552-3610	SCALE 1/4"=1' SHEET NO. 3 OF 4 PROJECT: 5116-46AVE



REAR



FOUNDATION

REVISIONS	DATE	IMPERIAL BUILDERS General Contractor Inc. KENOSHA, WI	CONTACT: 1440-40 CT KENOSHA WI, 53144 OFFICE: (262) 658-9686 FAX: (262) 658-9519	SCALE 1/4" = 1'	SHEET NO.
-	4/1/08			PROJECT: 5116-46AVE	

REZONING ORDINANCE NO. _____

BY: THE MAYOR

Zoning: **TO REZONE A PORTION OF PROPERTIES LOCATED AT 5001 AND 5011 - 47TH AVENUE FROM RS-1 SINGLE-FAMILY RESIDENTIAL DISTRICT TO RD TWO-FAMILY RESIDENTIAL DISTRICT [Apostoli]**

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

Section One: That the land shown on the attached Supplement Map No. Z5-09 be, and the same hereby is, zoned and districted as indicated on said map.

Section Two: The development of the property shall be consistent with the conceptual development plan for the property being rezoned, submitted by the property owner/developer on the 19th day of March, 2009, as required in Section 10.02 A. of the Zoning Ordinance.

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

ATTEST:_____City Clerk
_____

APPROVED:_____Mayor Date:_____
_____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN,
Acting City Attorney

CITY OF KENOSHA

District Map

Rezoning

SUPPLEMENT NO. Z5-09

ORDINANCE NO. _____

Apostoli Petition

Property to be rezoned from:

RS-1 Single Family Residential to
RD Two-Family Residential

Municipal Boundary

NORTH

0 100'

222-35-1

DCD ~ City Plan Division ~ JBL ~ DPK ~ 2-26-2009 ~ mc

Resolutions
April 20, 2009

264

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

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

BE IT RESOLVED, that special assessments for reinspection fees during 2009, in the total amount of **$320.00**, 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 _____, 2009

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, Deputy City Clerk
Debra L. Salas

Drafted by:
Department of Neighborhood Services and Inspections

/saz

RUN DATE: 04/15/09

SPECIAL ASSESSMENT PRELIMINARY RESOLUTION REINSPECTION FEES FOR PROJECT: 09-004

		ADMIN. FEE	INSPC. FEE	TOTAL ASSESSMENT
PARCEL NUMBER 01-122-01-132-006-0	LOT	$100.00	$60.00	$160.00

PROPERTY ADDRESS
RICHARD A BEHOF
2616 063 ST

MAIL TO ADDRESS
RICHARD A BEHOF
28618 WAGONTRAIL RD
LAKEMOOR, IL 60051

LEGAL DESCRIPTION
PT OF NE 1/4 SEC 1 T 1 R 22
COM 160 FT W OF NW COR OF 26TH
AVE & 63RD ST TH W 40 FT N 124
FT E 40 FT S 124 FT TO BEG
DOC#1070440
DOC#1436535
DOC#1450616
DOC#1461845
DOC#1485747

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 05-123-06-201-008-0	LOT	$100.00	$60.00	$160.00

PROPERTY ADDRESS
ROBERT T MOSELEY & MARIE B WALKER
6025 014 AV

MAIL TO ADDRESS
ROBERT T MOSELEY
MARIE B WALKER
KENOSHA, WI 53143-4408

LEGAL DESCRIPTION
LOT 3 J MOONEY'S SUB BEING
PT OF NW 1/4 SEC 6 T 1 R23
DOC#1141706
DOC#1229563

-- -- -- -- -- -- -- -- -- -- -- --

STREET TOTAL 2.00 $320.00

GRAND TOTALS PARCELS 2 FOOTAGE 2.000 TOTAL COST $320.00

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

To Specially Assess Certain Parcels of Properties for Building/Zoning Reinspection Fees

BE IT RESOLVED, that special assessments for reinspection fees during 2009, in the total amount of **$1,260.00** (A/C# 110-00-44806), 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 _____, 2009

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, Deputy City Clerk
Debra L. Salas

Drafted by:
Department of Neighborhood Services and Inspections

/saz

		ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
PARCEL NUMBER 01-122-01-301-024-0	LOT 0	$100.00	$360.00	$460.00

REINSPECTION FEE - FAILURE TO REMOVE
OBSOLETE SIGNS
PERMIT #137254

PROPERTY ADDRESS
NELSEN'S MOWER & SAW INC
6736 030 AV

MAIL TO ADDRESS
NELSEN'S MOWER & SAW INC
6736 30TH AVE
KENOSHA, WI 53142-3406

LEGAL DESCRIPTION
LOT 10 GRAVES' SUB BEING PT OF
SW 1/4 SEC 1 T 1 R 22
V 1391 P 220

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 05-123-06-257-001-0	LOT 0	$100.00	$60.00	$160.00

REINSPECTION FEE - SNOW NOT SHOVELED
PERMIT #137192

PROPERTY ADDRESS
FRANK A DEBARTOLO
6501 022 AV

MAIL TO ADDRESS
FRANK A DEBARTOLO
1824 21ST ST
KENOSHA, WI 53140

LEGAL DESCRIPTION
LOT 15 BLK 1 QUINTON'S SUB OF
BLK 23 & PT OF BLK 24 OF BOND'S
SUB PT OF NW 1/4 SEC 6 T 1 R 23
V 961 P 695
DOC#1439982
DOC#1506789

-- -- -- -- -- -- -- -- -- -- -- --

		ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
PARCEL NUMBER 08-222-35-485-011-0	LOT 0	$100.00	$60.00	$160.00

REINSPECTION FEE - ILLEGAL OCCUPANCY
PERMIT #136973

PROPERTY ADDRESS
RICHARD & NADINE HERZ REVOCABLE TR
5904 039 AV

MAIL TO ADDRESS
RICHARD & NADINE HERZ
7630 COOPER RD
KENOSHA, WI 53142-4123

LEGAL DESCRIPTION
15395 SE 1/4 SEC 35 T 2 R 22
CLONMEL SUB LOTS 47 & 48
DOC #1040287

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 12-223-31-105-010-0	LOT 0	$100.00	$60.00	$160.00

REINSPECTION FEE - SNOW NOT REMOVED
PERMIT #137193

PROPERTY ADDRESS
CITIMORTGAGE INC
4729 007 AV

MAIL TO ADDRESS
CITIMORTGAGE INC
1000 TECHNOLOGY DR
O'FALLON, MO 63368

LEGAL DESCRIPTION
LOT 6 BLK 65 OF PT OF
NE 1/4 SEC 31 T2 R 23
V 1451 P375
DOC#1476751
DOC#1482357
DOC#1562831

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		ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
PARCEL NUMBER 12-223-31-406-007-0	LOT 0	$100.00	$60.00	$160.00

REINSPECTION FEE - SNOW NOT SHOVELED
PERMIT #137188

PROPERTY ADDRESS
630 N GREEN BAY LLC
614 056 ST

MAIL TO ADDRESS
630 N GREEN BAY LLC
252 EAST DEERPATH RD
LAKE FOREST, IL 60045

LEGAL DESCRIPTION
PT OF BLK 26 SE 1/4 SEC 31 T2
R 23 COM 140 FT W OF SE COR
OF BLK 26 TH N 106 FT W 50 FT
S 106 FT E 50 FT TO BEG
V 1628 P 634
DOC#1067682
DOC#1076807
DOC#1362907
DOC#1534124

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 12-223-31-466-001-0	LOT 0	$100.00	$60.00	$160.00

REINSPECTION FEE - SNOW NOT SHOVELED
PERMIT #137194

PROPERTY ADDRESS
ANDREA Z CHRISTENSEN
5706 008 AV

MAIL TO ADDRESS
ANDREA Z CHRISTENSEN
5607 13TH AVE
KENOSHA, WI 53140

LEGAL DESCRIPTION
SE 1/4 SEC 31 T 2 R 23 BLK 40
COM AT A PT 84 FT E OF SW COR
OF BLK & 16.5 FT N OF THE S LN
TH N 82.5 FT E 44 FT N 99 FT TH
E 4.1 FT N 99 FT E TO NE COR OF
BLK S 280.5 FT W 195.5 FT TO POB
DOC#1105272

-- -- -- -- -- -- -- -- -- -- -- --

STREET TOTAL 0.00 $1,260.00

GRAND TOTALS PARCELS 6 FOOTAGE 0.000 TOTAL COST $1,260.00

26c

OFFICE OF THE CITY ATTORNEY
MUNICIPAL BUILDING
625 - 52ND STREET
Kenosha, Wisconsin 53140
PHONE (262) 653-4170
FAX (262) 653-4176

KENOSHA 1850 WISCONSIN

PATRICK J. SHEEHAN
CITY ATTORNEY

EDWARD R. ANTARAMIAN
DEPUTY CITY ATTORNEY

MATTHEW A. KNIGHT
ASSISTANT CITY ATTORNEY

WILLIAM K. RICHARDSON
ASSISTANT CITY ATTORNEY

April 8, 2009

TO: Debbie Salas,
Deputy City Clerk/Treasurer

FROM: Edward R. Antaramian,
Acting City Attorney

RE: **Resolution To Levy A Special Tax Per Authority of Charter Ordinance No. 26, As Amended, Upon Certain Parcels of Land Within The City of Kenosha, Wisconsin**

Kindly place the above Resolution, the original of which is attached hereto, on the next Common Council Agenda for referral to the Committee on Finance. Thank you.

EDWARD R. ANTARAMIAN,
Acting City Attorney

ERA:ri

Attachment

cc: Mr. Randall E. Wergin,
Director of Environmental Health,
Kenosha County Health Department

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, 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 April 6, 2009, for the City of Kenosha, a report on file in the Office of the City Clerk/Treasurer/Assessor 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, special assessments in the total amount of Five Thousand Two Hundred Thirty-three Dollars and Seventy-nine Cents ($5,233.79) 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/Assessor 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 _____, 2009.

ATTEST:_____City Clerk

_____

APPROVED:_____Mayor Date:_____

_____

Drafted By:
EDWARD R. ANTARAMIAN,
Acting City Attorney

COUNTY OF KENOSHA

John T. Jansen, Director
Department of Human Services

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

RECEIVED
APR - 8 2009
CITY OF KENOSHA
CITY ATTORNEY'S OFFICE

DATE: April 6, 2009

TO: Edward R. Antaramian, Acting 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.) **2218 48th St** PARCEL # 09-4-0222-36-111-008

OWNER OF RECORD:
Miller Family Investments LLC
P O Box 580254
Pleasant Prairie WI 53158

Cleanup Date: 01/13/09

ASSESSMENT:	
Administrative Fee	75.00
Clean up	100.00
Certified Mail	5.32
Newspaper Posting	
TOTAL:	**180.32**

2.) **3904 14th Av** PARCEL # 11-4-0223-30-302-019

OWNER OF RECORD:
Anthony J Infusino
2319 2nd Cir
Kenosha WI 53140

Cleanup Date: 01/09/09

ASSESSMENT:	
Administrative Fee	75.00
Clean up	85.00
Certified Mail	
Newspaper Posting	
TOTAL:	**160.00**

3.) **2716 52nd St** PARCEL # 09-4-0222-36-156-011

OWNER OF RECORD:
Juana Ramirez
2716 52nd St
Kenosha WI 53140

Cleanup Date: 01/29/09

ASSESSMENT:	
Administrative Fee	75.00
Clean up	105.00
Certified Mail	
Newspaper Posting	
TOTAL:	**180.00**

4.) **2414 55th St** PARCEL # 09-4-0222-36-408-010

OWNER OF RECORD:
Bank of New York Trustee
400 Country Wide Way
Simi Valley CA 93065

Cleanup Date: 02/06/09

ASSESSMENT:	
Administrative Fee	75.00
Clean up	105.00
Certified Mail	
Newspaper Posting	
TOTAL:	**180.00**

5.) **31st Av** PARCEL # 01-4-0122-01-295-001

OWNER OF RECORD:
East West Asset Management LLC
c/o Glen Ebeling - K C South RR
P O Box 219335
Kansas City MO 64121
Cleanup Date: 02/09/09

ASSESSMENT:

Administrative Fee	75.00
Clean up	325.00
Certified Mail	5.32
Newspaper Posting	
TOTAL:	**405.32**

6.) **4609 37th Av** PARCEL # 09-4-0222-36-227-003

OWNER OF RECORD:
Thomas J Coulter
Charles T Miller
38201 N Harper Rd
Beach Park IL 60087
Cleanup Date: 02/12/09

ASSESSMENT:

Administrative Fee	75.00
Clean up	185.00
Certified Mail	
Newspaper Posting	
TOTAL:	**260.00**

7.) **913 Washington Rd** PARCEL # 11-4-0223-30-453-004

OWNER OF RECORD:
Shelly J Waltke
7732 Eagle St
Wauwatosa WI 53213
Cleanup Date: 02/12/09

ASSESSMENT:

Administrative Fee	75.00
Clean up	140.00
Certified Mail	
Newspaper Posting	
TOTAL:	**215.00**

8.) **6718 25th Av** PARCEL # 01-4-0122-01-404-029

OWNER OF RECORD:
Miller Family Investments LLC
P O Box 580254
Pleasant Prairie WI 53158
Cleanup Date: 02/13/09

ASSESSMENT:

Administrative Fee	75.00
Clean up	95.00
Certified Mail	
Newspaper Posting	
TOTAL:	**170.00**

9.) **5520 18th Av** PARCEL # 01-12-0223-31-351-001

OWNER OF RECORD:
Robert Nowak
6003 120th Av
Kenosha WI 53142
Cleanup Date: 02/18/09

ASSESSMENT:

Administrative Fee	75.00
Clean up	325.00
Certified Mail	5.32
Newspaper Posting	
TOTAL:	**405.32**

10.) **911 75th St** PARCEL # 06-4-0123-07-127-010

OWNER OF RECORD:
Luke Payette
911 75th St
Kenosha WI 53143
Cleanup Date: 02/20/09

ASSESSMENT:

Administrative Fee	75.00
Clean up	105.00
Certified Mail	
Newspaper Posting	
TOTAL:	**180.00**

11.) **2616 63rd St** PARCEL # 01-4-0122-01-132-006

OWNER OF RECORD:
Richard A Behof
28618 Wagontrail Rd
Lakemoor IL 60051

Cleanup Date: 02/27/09

ASSESSMENT:

Administrative Fee	75.00
Clean up	75.00
Certified Mail	
Newspaper Posting	
TOTAL:	**150.00**

12.) **2218 48th St** PARCEL # 09-4-0222-36-111-008

OWNER OF RECORD:
Miller Family Investments LLC
PO Box 580254
Pleasant Prairie WI 53158

Cleanup Date: 03/05/09

ASSESSMENT:

Administrative Fee	75.00
Clean up	75.00
Certified Mail	
Newspaper Posting	
TOTAL:	**150.00**

13.) **3616 16th Pl** PARCEL # 07-4-022-14-401-002

OWNER OF RECORD:
Robinson Land Corp
50 West Forest Av
Roselle IL 60172

Cleanup Date: 03/12/09

ASSESSMENT:

Administrative Fee	75.00
Clean up	85.00
Certified Mail	
Newspaper Posting	
TOTAL:	**160.00**

14.) **6520 19th** PARCEL # 05-4-0123-06-259-028

OWNER OF RECORD:
Alfredo Chavez
5021 45th St
Kenosha WI 53144

Cleanup Date: 03/12/09

ASSESSMENT:

Administrative Fee	75.00
Clean up	165.00
Certified Mail	
Newspaper Posting	
TOTAL:	**240.00**

15.) **6518 23rd Av** PARCEL # 01-4-0122-01-189-008

OWNER OF RECORD:
Sarah & Luis Salazar
6124 95th Av
Kenosha WI 53142

Cleanup Date: 03/16/09

ASSESSMENT:

Administrative Fee	75.00
Clean up	285.00
Certified Mail	5.32
Newspaper Posting	
TOTAL:	**365.32**

16.) **1706 59th St** PARCEL # 12-4-0223-31-383-014

OWNER OF RECORD:
Eric Daniels & Christina Melendez
PO Box 37
Kenosha WI 53141

Cleanup Date: 03/19/09

ASSESSMENT:

Administrative Fee	75.00
Clean up	350.00
Certified Mail	
Newspaper Posting	
TOTAL:	**425.00**

17.) **4711 22nd Av** PARCEL # 12-4-0223-31-229-017

OWNER OF RECORD:
Gregory & Eleticia Barker
4711 22nd Av
Kenosha WI 53140

Cleanup Date: 03/30/09

ASSESSMENT:

Administrative Fee	75.00
Clean up	125.00
Certified Mail	5.32
Newspaper Posting	18.00
TOTAL:	**223.32**

18.) **4830 19th Av** PARCEL # 12-4-0223-31-233-019

OWNER OF RECORD:
Vandelay Investments LLC
P O Box 37
Kenosha WI 53141

Cleanup Date: 03/30/09

ASSESSMENT:

Administrative Fee	75.00
Clean up	125.00
Certified Mail	
Newspaper Posting	
TOTAL:	**200.00**

19.) **5111 19th Av** PARCEL # 12-4-0223-31-258-003

OWNER OF RECORD:
Michael Ohmstead
6016 12th Ave
Kenosha WI 53143

Cleanup Date: 03/30/09

ASSESSMENT:

Administrative Fee	75.00
Clean up	440.00
Certified Mail	5.32
Newspaper Posting	8.55
TOTAL:	**528.87**

20.) **4604 37th Av** PARCEL # 09-4-0222-36-228-016

OWNER OF RECORD:
Robin M & Aja Cappello
4604 37th Av
Kenosha WI 53144

Cleanup Date: 03/31/09

ASSESSMENT:

Administrative Fee	75.00
Clean up	125.00
Certified Mail	
Newspaper Posting	
TOTAL:	**200.00**

21.) **1902 53rd St** PARCEL # 12-4-0223-31-327-010

OWNER OF RECORD:
Richard & Jennifer Behof
28618 Wagontrail
Lakemoor IL 60051

Cleanup Date: 03/31/09

ASSESSMENT:

Administrative Fee	75.00
Clean up	175.00
Certified Mail	5.32
Newspaper Posting	
TOTAL:	**255.32**

CHARTER 26 TOTAL $ 5,233.79

C-3
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RESOLUTION NO. _____

BY: COMMITTEE ON PUBLIC WORKS

PRELIMINARY RESOLUTION DECLARING INTENT TO LEVY ASSESSMENTS FOR HAZARDOUS SIDEWALK AND DRIVEWAY APPROACH ONLY

PROJECT #09-1208
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: curb and gutter, sidewalk, and/or driveway approaches.

67th Street to 71st Street - 47th Avenue to 49th Avenue
Miscellaneous 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 66.60, 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: curb and gutter, 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.

VOTE SHEET	Kenosha City Plan Commission	Meeting of April 9, 2009	

Resolution to Amend the City of Kenosha Capital Improvement Program for 2009 by Creating Line CD-09-001 "City-Wide Housing Rehabilitation Loan Program" for an increase in the 2009 Program of $450,000.

ACTION TAKEN	***AYES***	***NOES***
APPROVE	11	0
DENY		
RECEIVE AND FILE		
FORWARD TO	***DATE***	***COPIES***
COMMON COUNCIL	4/20/09	All/20 + 1
FINANCE	4/20/09	1
LEGAL		
PUBLIC WORKS		
PARKS		
WATER UTILITY		

Rich Schroeder
Assistant City Planner

1CPC/2009/Apr9/action-cip-rehab

City of Kenosha
Housing and Economic Loan Program (H.E.L.P.) Proposal

Program Purpose/Description:

The Housing and Economic Loan Program (H.E.L.P) will make housing rehabilitation loan funds available on a city-wide basis to qualified homeowner occupants to finance code related and/or other real property improvements needed to their homes. Initial funding of $450,000 is proposed. It is anticipated that a minimum of 60 loans could be originated with the initial funding.

Initial H.E.L.P. Funding: $450,000

Program Administration:

To expedite this program and begin making rehab loans available on a city-wide basis by June of 2009, it is recommended that the new program be structured and administered by an amendment to the City's current Lender Services Agreement with AM Community Credit Union for the TID Housing Rehabilitation Loan Program. The amendment is currently being negotiated pending the results of Council action on this program. A final agreement amendment would require review by the City Attorney.

It is proposed that H.E.L.P. would operate under the current program guidelines and requirements of the TID Housing Rehabilitation Program, with the following exceptions:

1. **Availability:**
   a) H.E.L.P. loans would be available on a city-wide basis.
   b) H.E.L.P. loans will not be made to homeowners in the current TID #4 and TID #7 Designated Lending Areas.
   c) Employees of the City of Kenosha Department of City Development, City of Kenosha Aldermen, and employees of the lending institution administering the program are ***not*** eligible for loans through H.E.L.P.

2. **Income eligibility:** H.E.L.P. will have no income restrictions, other than ability to repay the loan.

3. **H.E.L.P. Loan Terms:** Up to $7,500, at 3% annual interest, 10-year term with payments deferred for the first 24 months at 0% interest, then equal monthly installment payments would begin in year three (3) and continue for a period of up to eight (8) years. *(As required for the TID Loan Program, H.E.L.P. loans will also require a Loan in Repayment Maintenance Fee of ½ of 1% annual interest rate on the outstanding balance which will be added to the borrower's monthly payment to cover the loan servicing costs.)*

   H.E.L.P. Loans will be fully repaid upon sale of the property or when the borrower no longer resides at the property.

4. **Homeowner Equity:** H.E.L.P. loans will not have any equity requirements.

5. **Eligible Improvements:** Any exterior or interior code related and/or other real property improvements.

6. **Contractors:** Contractors doing work for homeowners under H.E.L.P. must be licensed for work requiring a building permit. All contractors doing work under H.E.L.P. must be insured.

7. **Homeowner Labor:** H.E.L.P. will allow homeowners to do their own home improvements, however, the program will only cover the cost of materials. No homeowner labor costs will be covered. If work being done by the homeowner themselves requires a building permit, the homeowner must obtain a building permit

and request the necessary inspections by the City of Kenosha Department of Neighborhood Services and Inspections, just as a contractor would be required to do.

Examples of work requiring a City Building Permit:
a) Garage slab and construction
b) Porch and stair rebuilding
c) Structural repairs
d) Plumbing, Heating, Air Conditioning and Electrical Wiring
e) Roof tear offs that require deck/sheathing removal and replacement
f) Fence installation

8. **Inspections:** The Lenders Rehabilitation Inspector will ***not*** conduct an initial inspection of the property for H.E.L.P., but final inspection of the completed work will need to be conducted and approved by the Lender's Rehabilitation Inspector prior to releasing payment to a contractor. For work completed by the homeowner, H.E.L.P. would reimburse them for the costs after a final inspection of the work is completed and approved.

9. **H.E.L.P. Application Funding Priority:** Priority in funding applications to be provided to homeowners who need emergency type repairs affecting the health and safety of the household or integrity of the home, including but not limited to:
   a) Leaking, deteriorated roof
   b) Structural, foundation repairs
   c) Faulty, hazardous electrical wiring
   d) Emergency plumbing repairs, including broken water lateral, sewer lateral problems, supply and drain line leaking
   e) Emergency heating repairs/replacement

Draft

RESOLUTION NO. _____

BY: MAYOR

TO AMEND THE CITY OF KENOSHA CAPITAL IMPROVEMENT PROGRAM FOR 2009 BY CREATING LINE CD-09-001 "CITY-WIDE HOUSING REHABILITATION LOAN PROGRAM" FOR AN INCREASE IN THE 2009 PROGRAM OF $450,000

WHEREAS, it is the desire to create a city-wide housing rehabilitation program to provide loans for qualified owner occupied residences; and

WHEREAS, the Housing Rehabilitation Loan Program will contain the following requirements:

1. **Availability:** Loans will be available on a city-wide basis; however, loans will not be made to any employees of the City of Kenosha, elected officials of the City of Kenosha, or employees of the lending institution administering the program.

2. **Income eligibility:** Applicants for the loans will have no income restrictions, other than ability to repay the loan.

3. **Loan Amount:** Loans will be made up to $7,500.

4. **Loan Terms:** Loans will be made at 3% annual interest, 10-year term with payments deferred for the first 24 months at 0% interest, then equal monthly installment payments would begin in year three (3) and continue for a period of up to eight (8) years. These loans will be subject to a Loan in Repayment Maintenance Fee.

5. **Payment Upon Sale or Transfer of Property:** Loans will be fully repaid upon sale of the property or when the borrower no longer resides at the property.

6. **Homeowner Equity:** Applicants for loans will not have any equity requirements.

7. **Eligible Improvements:** Any exterior or interior code related and/or other real property improvements will be eligible.

8. **Contractors:** Contractors doing work for homeowners subject to payment from loan proceeds must be insured. Contractors doing work for homeowners subject to payment from loan proceeds must be licensed if the work being done requires a building permit.

9. **Homeowner Labor:** If work is performed by someone other than a contractor, loan proceeds will not be available to cover labor costs, but only to reimburse the homeowner for the cost of materials actually used.

10. **Building Permit Requirements:** If the work being done requires a building permit, the building permit and the necessary approvals must be obtained from the City of Kenosha Department of Neighborhood Services and Inspections.

11. **Inspections:** A final inspection of the completed work will need to be conducted and approved by the Lender's Rehabilitation Inspector prior to releasing payment.

12. **Application Funding Priority:** Priority in funding applications will be subject to the following order:

a) to applicants whose applications contain an emergency-type repair affecting the health and safety of the household or integrity of the home;

b) to applicants whose applications contain a code-complying repair addressing current violations or potential violations of the Property Maintenance Code for the City of Kenosha;

c) to applicants whose applications contain neither an emergency-type repair nor a code-complying repair.

In the event that the number of applications for loan funds in any day exceeds the money still available, the application for loan shall be subject to approval on a random basis.

WHEREAS, the 2009 Capital Improvement Budget does not contain the funding necessary for this program, it is recommended that the 2009 Capital improvement Program be increased in the amount of $450,000 for this project; and

WHEREAS, the amendment to the Capital Improvement Program has been approved by the City Plan Commission on April 9, 2009 and the Finance Committee on April 20, 2009;

NOW, THEREFORE BE IT RESOLVED, by the Common Council of the City of Kenosha, Wisconsin that the Capital Improvement Program be, and hereby is amended as follows:

Line Item	*Description*	*Original Authorization*	*Authorization Adjustment*	*Amended Authorization*
CD09-001	City-Wide Housing Rehabilitation Program	0	450,000	450,000

Adopted this _____day of _____2009

ATTEST: _____
KEITH G. BOSMAN, MAYOR

APPROVE: _____
MICHAEL HIGGINS, CITY CLERK-TREASURER

DATE: _____

Drafted by the Department of City Development
cipcd09002.4.2.09-1.odt

B-1

29

To the Honorable Mayor and Common Council

Your Committee on ***PUBLIC WORKS*** **Date: April 13, 2009**

to whom was referred: Resolution to approve a two-lot Certified Survey Map for property located at 12304 75th Street. (Brat Stop, Inc.) **(District 17)** *(City Plan Commission approved 7:0) (deferred from March 30, 2009 meeting)*

MOTION: Juliano

SECOND: Moldenhauer

Respectfully report and recommend -

Approve

3 - 0 Ald. Nudo abstained

COMMITTEE	CIRCLE ONE	
G. John Ruffolo, Chairman	*Aye*	*No*
D.K. Holland Donald K. Holland	*Aye*	*No*
Patrick Juliana	*Aye*	*No*
Ray Misner	*Aye*	*No*
Don Moldenhauer Don L. Moldenhauer	*Aye*	*No*
Anthony Nudo Abstained	*Aye*	*No*

B-1

KENOSHA 1850 WISCONSIN

ENGINEERING DIVISION
MICHAEL M. LEMENS, P.E.
DIRECTOR/CITY ENGINEER

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

OPERATIONS COORDINATOR
JANICE D. SCHROEDER

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
JOSEPH BADURA
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 9, 2009

To: G. John Ruffolo, Chairman
Public Works Committee

From: Michael M. Lemens, P.E. 4-9-09
Director of Engineering/City Engineer

Subject: ***Resolution to approve two-lot Certified Survey Map for Property At 12304 75th Street (Brat Stop)***

BACKGROUND/ANALYSIS

On March 19, 2009 the City Plan Commission reviewed and approved the request for a certified survey map dividing property owned by the Brat Stop, and at its March 30 meeting the Public Works Committee deferred this matter at the request of the property owner. Concurrently, City staff has been actively working with WisDOT staff on draft revisions to the memorandum of understanding (MOU) between the City and the State regarding respective responsibilities in the reconstruction of the street systems along both sides of I-94 in conjunction with the rebuilding project. One element of the draft MOU requires the City to provide sufficient R/W for the ultimate build-out of 123rd Avenue at STH 50. Plans for construction of 123rd Avenue have been prepared, and WisDOT staff has recommended the area of additional right-of-way that will be required for the final build-out of 123rd Avenue. PW-Engineering Division staff is proposing that the CSM be amended to show the R/W consistent with the plans on file WisDOT recommendations.

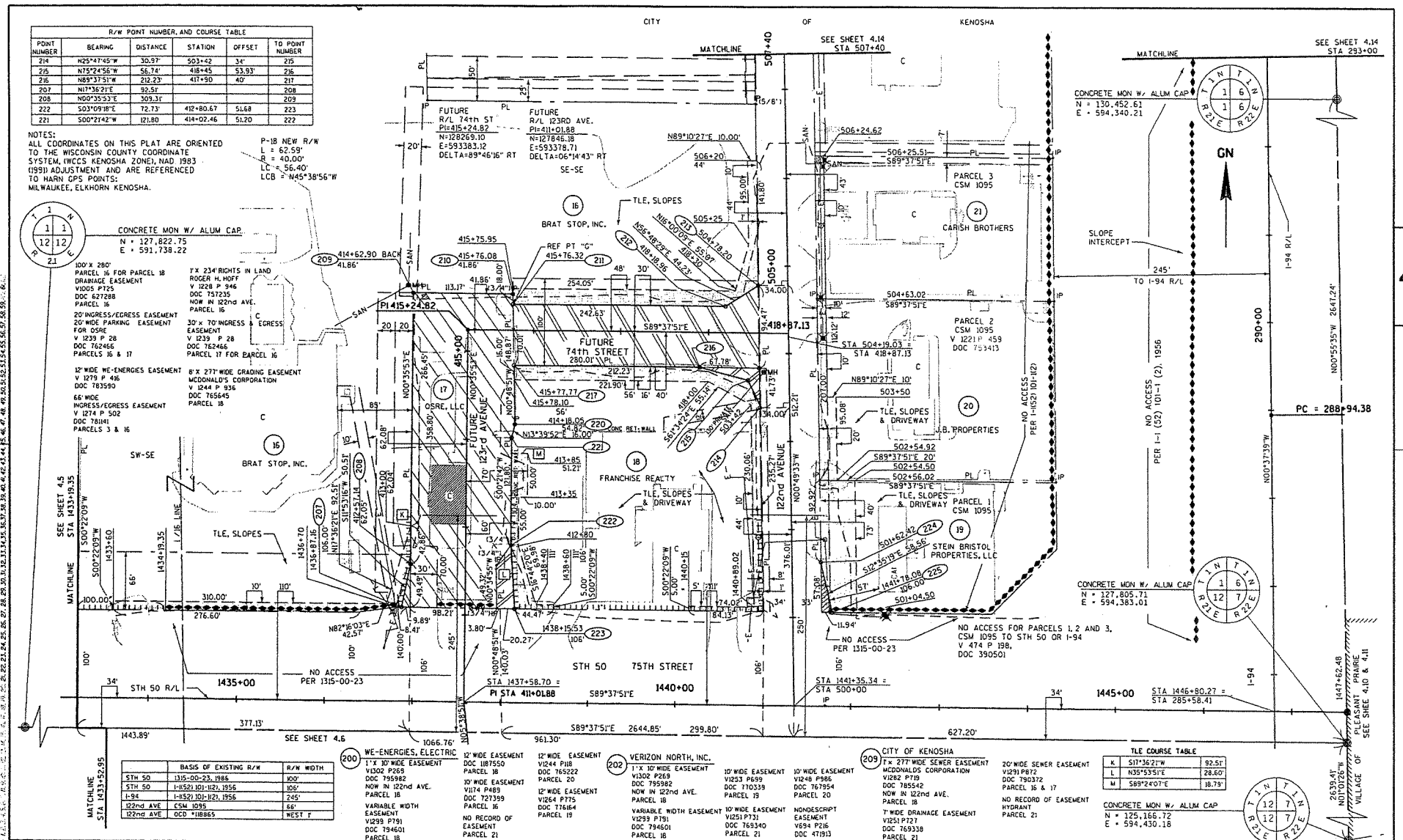
RECOMMENDATION

Approve the revisions to the Certified Survey Map and recommend to the Common Council that it be adopted as amended.

MML

R/W POINT NUMBER, AND COURSE TABLE					
POINT NUMBER	BEARING	DISTANCE	STATION	OFFSET	TO POINT NUMBER
214	N25°47'45"W	30.97'	503+42	34'	215
215	N75°24'56"W	56.74'	418+45	53.93'	216
216	N89°37'51"W	212.23'	417+90	40'	217
207	N17°36'21"E	92.51'			208
208	N00°35'53"E	309.31'			209
222	S03°09'18"E	72.73'	412+80.67	51.68	223
221	S00°21'42"W	121.80	414+02.46	51.20	222

NOTES:
ALL COORDINATES ON THIS PLAT ARE ORIENTED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, (WCCS KENOSHA ZONE), NAD 1983 (1991) ADJUSTMENT AND ARE REFERENCED TO HARN GPS POINTS: MILWAUKEE, ELKHORN KENOSHA.



BASIS OF EXISTING R/W		R/W WIDTH
STH 50	1315-00-23, 1986	100'
STH 50	I-(52) 101-(12), 1956	106'
I-94	I-(52) 101-(12), 1956	245'
122nd AVE	CSM 1095	66'
122nd AVE	OCD #118865	WEST 1'

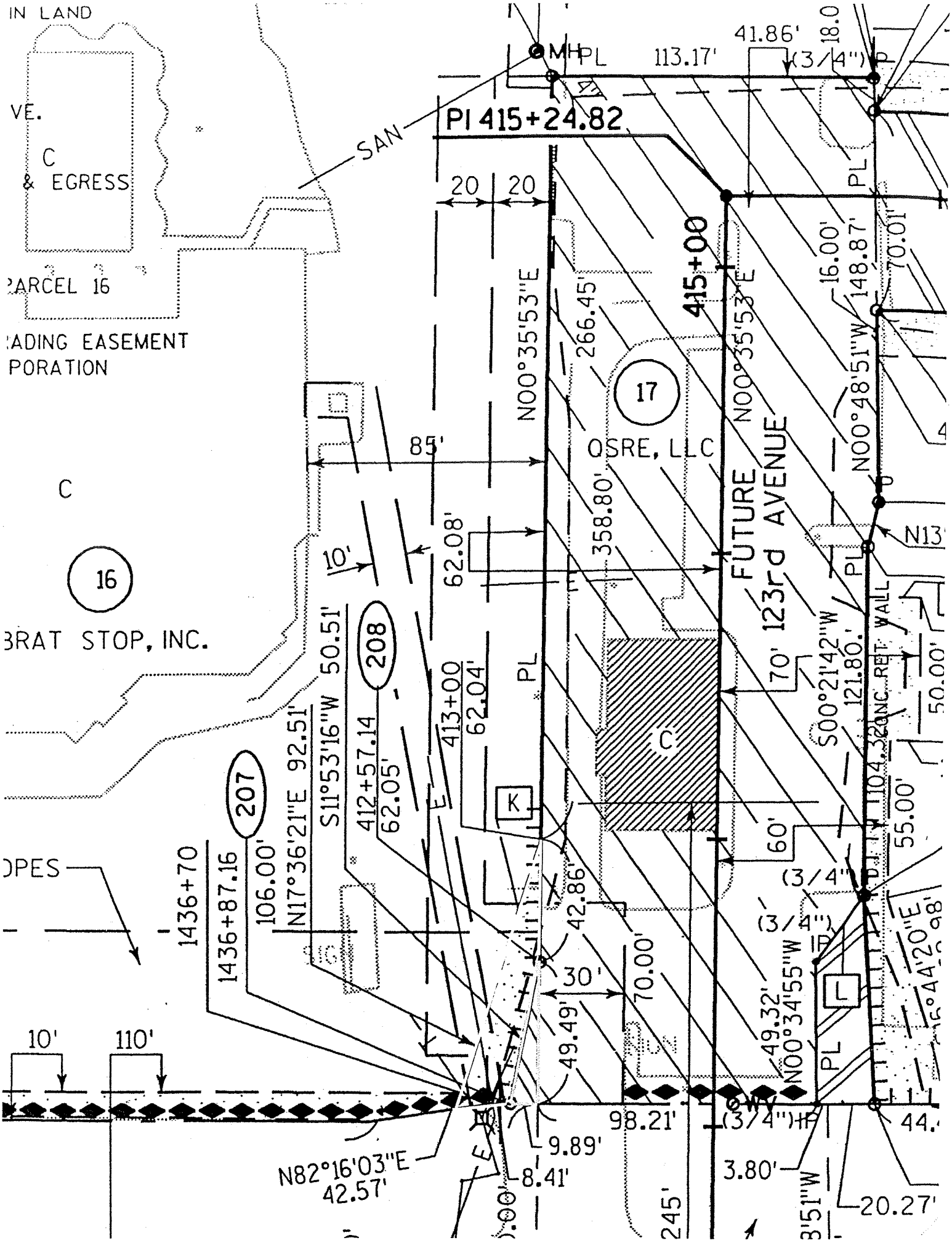
TLE COURSE TABLE		
K	S17°36'21"W	92.51'
L	N35°53'51"E	28.60'
M	S89°24'07"E	18.79'

REVISION DATE
JULY 8, 2005 SEPT. 25, 2008
JAN. 18, 2006
JULY 12, 2006

DATE FEB. 07, 2005	SCALE, FEET 0 50 100	HWY: STH 50	STATE R/W PROJECT NUMBER 1032-10-20 1310-00-20 1032-11-20	PLAT SHEET NO: 4.7
GRID FACTOR N/A		COUNTY: KENOSHA	CONSTRUCTION PROJECT NUMBER 1032-10-70 1032-10-71 1032-10-72	PS&E SHEET NO: E

FILE NAME : s:\5160177\plat\amendment *12\040407_rp.dgn PLOT DATE : 9/30/2008 PLOT BY : knw PLOT NAME : ORG DATE : Originator : Dist PLOT SCALE : $$.....plotscale.....$$ WISDOT/CADDS SHEET 75

4



IN LAND
VE.
C
& EGRESS
PARCEL 16
ADING EASEMENT
PORATION
C
16
BRAT STOP, INC.
OPES
SAN
MH
PL
113.17'
41.86'
(3/4")
PI 415+24.82
20
20
415+00
N00°35'53"E
266.45'
17
OSRE, LLC
85'
358.80'
62.08'
10'
208
207
S11°53'16"W 50.51'
N17°36'21"E 92.51'
412+57.14
62.05'
413+00
62.04'
1436+70
1436+87.16
106.00'
K
C
42.86'
30'
70.00'
49.49'
10'
110'
N82°16'03"E
42.57'
9.89'
8.41'
98.21'
(3/4")
3.80'
20.27'
245'
FUTURE
123rd AVENUE
70'
60'
S00°21'42"W
121.80'
104.32'
CONC RET WALL
55.00'
50.00'
N00°48'51"W
148.87'
16.00'
70.01'
N13
(3/4")
(3/4")
IP
L
49.32'
N00°34'55"W

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: Public Works Committee

FROM: Rich Schroeder, Department of City Development

RE: **Resolution to Approve the Two-Lot Certified Survey Map for property at 12304 75th Street (Brat Stop)**

DATE: April 8, 2009

Attached is a revised Resolution to Approve the Two-Lot Certified Survey Map for property at 12304 75th Street.

The Resolution was revised per the direction of Mike Lemens, Director of Engineering, to dedicate the additional right-of-way at the southeast corner of Parcel #1.

RS:kas

RESOLUTION NO: _____- 09

BY: THE MAYOR

TO APPROVE A TWO-LOT CERTIFIED SURVEY MAP
Property located at 12304 75th Street (Brat Stop, Inc.)

BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that a Certified Survey Map relating to one parcel located at 12304 75th Street is herein and hereby approved subject to the following conditions:

1. Compliance with all applicable State and City codes and ordinances.

2. Payment of all applicable fees, including recording fees.

3. Payment of all taxes, special assessments and storm water utility fees prior to recording. The Owner shall provide the City Clerk-Treasurer, a certificate from the County Treasurer, stating that there are no past-due real estate taxes or special assessments on the parcel of real estate which is being divided.

4. The Certified Survey Map shall be null and void if not recorded within six (6) months of approval by the Common Council.

5. A digital copy of the Certified Survey Map shall be provided to the City prior to recording.

6. The signature page shall be revised to reflect Keith G. Bosman as Mayor.

7. The Lot Line Adjustment Survey shall be recorded prior to recording of the Certified Survey Map.

8. The Certified Survey Map shall be revised to dedicate additional right-of-way at the southeast corner of Parcel #1 for the intersection of 123rd Avenue and STH 50.

9. Compliance with all the preceding conditions as a prerequisite for authorizing Mayor and City Clerk-Treasurer to sign the Certified Survey Map.

Adopted this _____day of _____, 2009

ATTEST: _____
Debra L. Salas, Deputy City Clerk

APPROVE: _____
Keith G. Bosman, Mayor

Drafted by the Department of City Development
1CPC/2009/Mar19/resol-csm-brat

C-5

ENGINEERING DIVISION
MICHAEL M. LEMENS, P.E.
DIRECTOR/CITY ENGINEER

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

OPERATIONS COORDINATOR
JANICE D. SCHROEDER

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
JOSEPH BADURA
SUPERINTENDENT

KENOSHA 1850 WISCONSIN

DEPARTMENT OF PUBLIC WORKS

RONALD L. BURSEK, P.E., DIRECTOR

MUNICIPAL BUILDING • 625 - 52ND ST.• RM. 305 • KENOSHA, WI 53140
TELEPHONE (262) 653-4050 • FAX (262) 653-4056

March 26, 2009

To: G. John Ruffolo, Chairman
Public Works Committee

From: Michael M. Lemens, P.E. 3-26-09
Director of Engineering/City Engineer

Subject: ***Resolution to approve two-lot Certified Survey Map for Property At 12304 75th Street (Brat Stop)***

BACKGROUND/ANALYSIS

On March 19, 2009 the City Plan Commission reviewed and approved the request for a certified survey map dividing property owned by the Brat Stop. City staff has also been actively working with WisDOT staff on draft revisions to the memorandum of understanding (MOU) between the City and the State regarding respective responsibilities in the reconstruction of the street systems along both sides of I-94 in conjunction with the rebuilding project. One element of the draft MOU requires the City to provide sufficient R/W for the ultimate build-out of 123rd Avenue at STH 50. Preliminary plans for 123rd Avenue have been prepared, and PW-Engineering division staff is proposing that the CSM be amended to show the R/W consistent with the plans on file.

RECOMMENDATION

Approve the revisions to the Certified Survey Map and recommend to the Common Council that it be adopted as amended.

MML

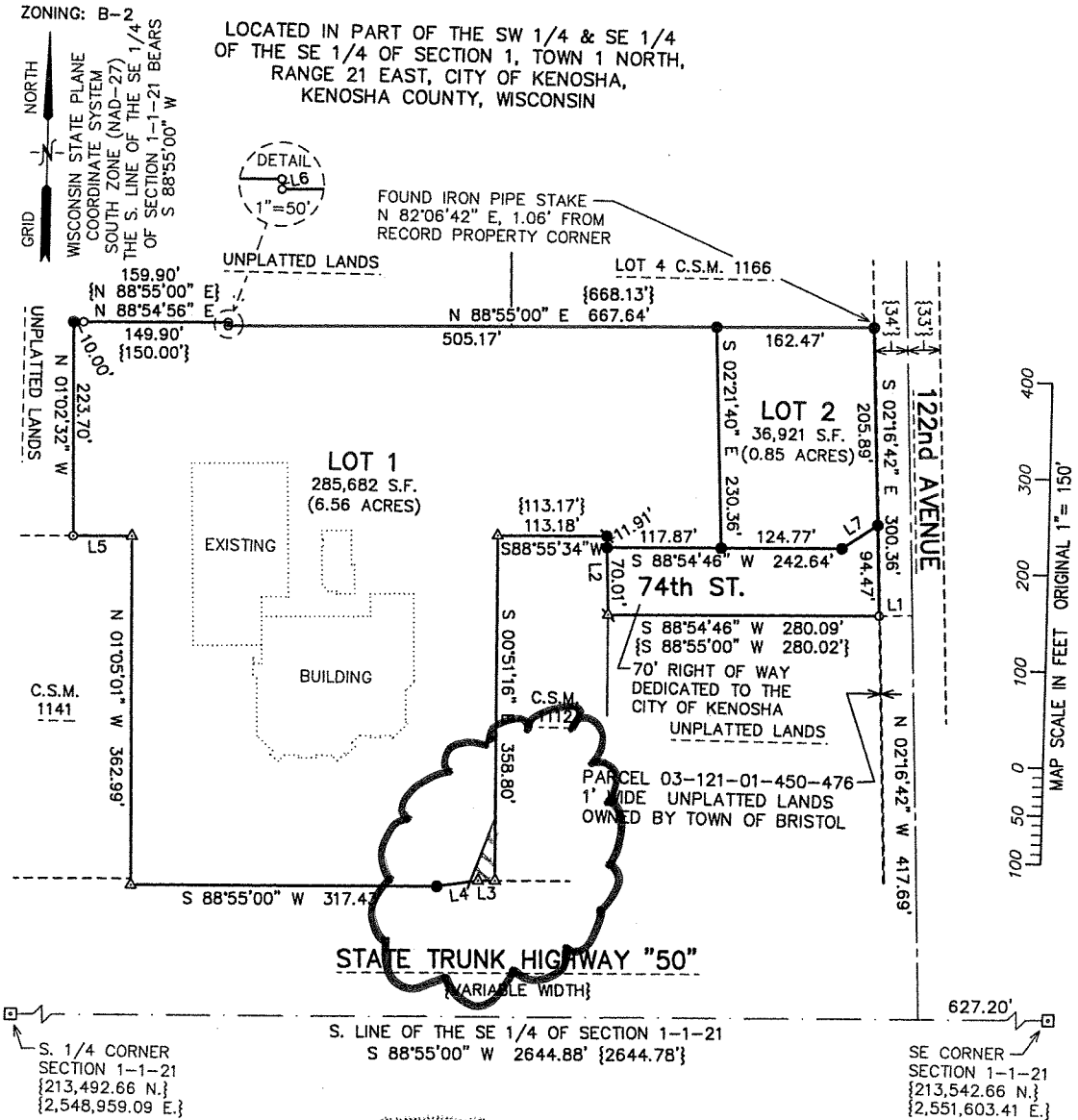
FARRIS, HANSEN & ASSOC. INC.
7 RIDGWAY COURT– P.O. BOX 437
ELKHORN, WISCONSIN 53121
PHONE (262) 723-2098
FAX (262) 723-5886

CERTIFIED SURVEY MAP NO._____

OWNER: BRAT STOP INC.
12304 75th STREET
KENOSHA, WI. 53142

ZONING: B-2

LOCATED IN PART OF THE SW 1/4 & SE 1/4 OF THE SE 1/4 OF SECTION 1, TOWN 1 NORTH, RANGE 21 EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN



LINE	BEARING	DISTANCE
L1	S 87°43'18" W	34.00'
L2	N 02°13'01" W	81.92' {81.88'}
L3	S 88°55'05" W	17.64'
L4	S 80°54'20" W	43.05'
L5	S 88°55'00" W	60.00'
L6	S 01°57'34" E	3.52' {3.62'}
L7	S 55°21'17" W	44.23'

WISCONSIN
PETER S. GORDON
S-2101
ELKHORN, WI
LAND SURVEYOR

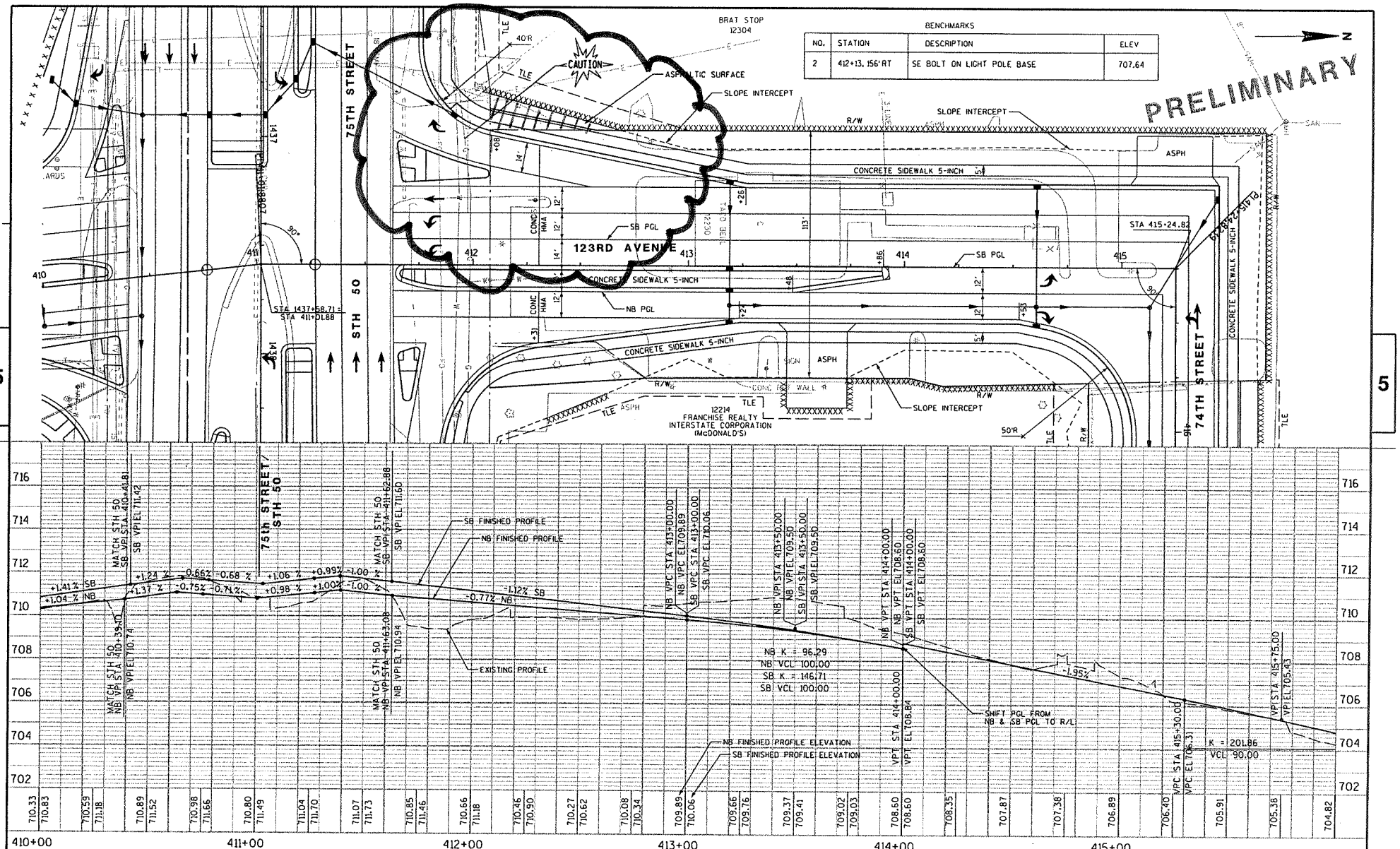
LEGEND

- ○ = FOUND IRON PIPE STAKE 1 3/8" O.D.
- ● = FOUND IRON REBAR STAKE 3/4" DIA.
- △ = FOUND "PK" NAIL IN PAVEMENT
- ⊡ = FOUND CONCRETE COUNTY MONUMENT W/BRASS CAP
- ● = SET IRON REBAR STAKE, 3/4" X 24" X 1.50 lbs./ft.
- △ = SET "PK" NAIL IN PAVEMENT
- ⊙ = SET RAILROAD SPIKE IN PAVEMENT
- {XXX} = RECORDED AS

THIS INSTRUMENT DRAFTED BY PETER S. GORDON
PROJECT NO. 4240.07
DATED: 06/05/2007
SHEET 1 OF 4 SHEETS

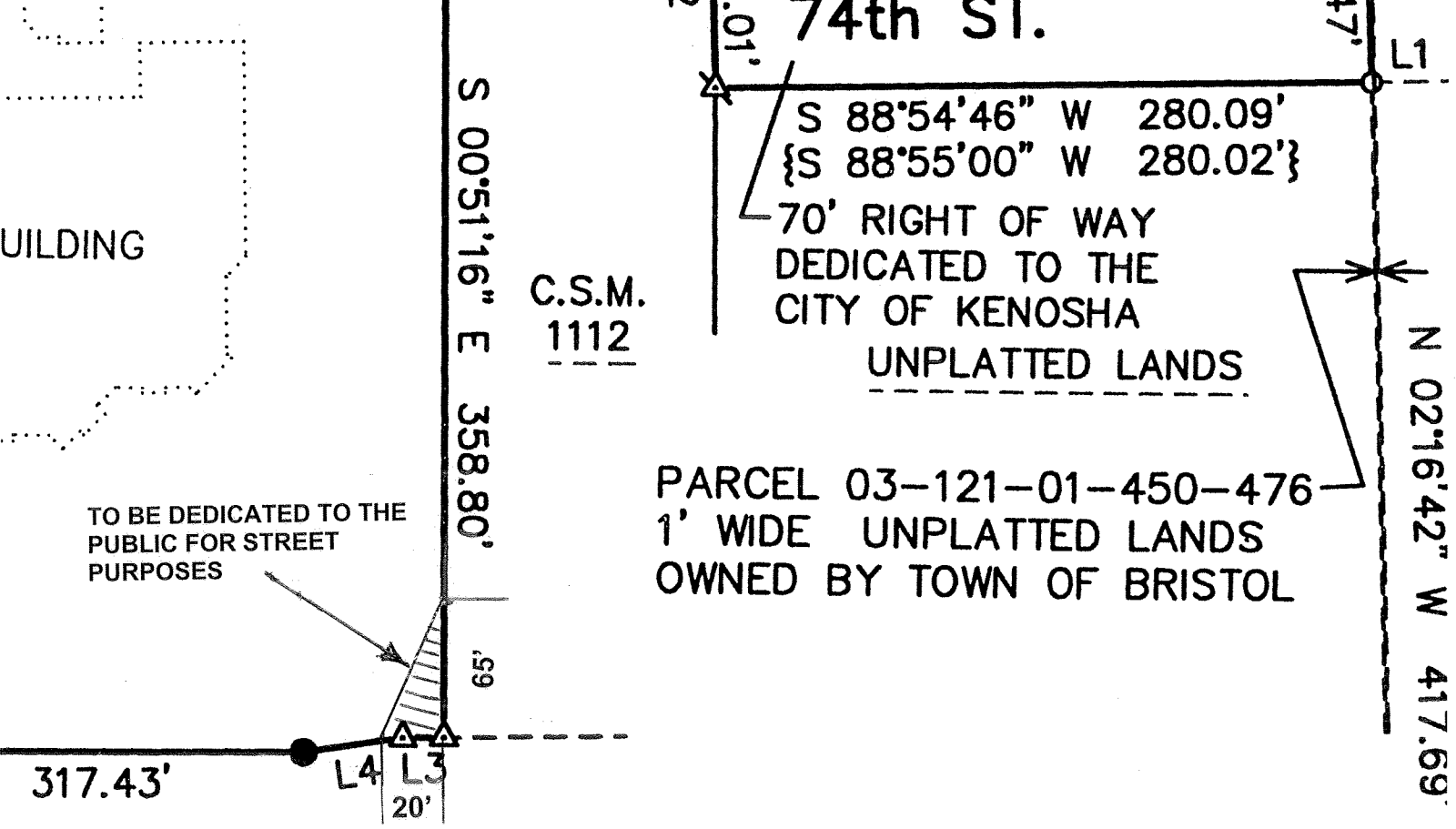
SEE SHEET 2 FOR EASEMENTS & RESTRICTIONS.

SEE SHEETS 3 & 4 FOR LEGAL DESCRIPTION & CERTIFICATES.



PROJECT NO: 1032-10-71	HWY: STH 50	COUNTY: KENOSHA	PLAN & PROFILE - 123RD AVENUE	SHEET 52	E

FILE NAME : t:\1012708\sheets\71_sth50\plnprof\050118_pp.dgn PLOT DATE : 12/11/2008 PLOT BY : trg PLOT NAME : PLOT SCALE : $$.....plotscale.....$$ WISDOT/CADDS SHEET 40



STATE TRUNK HIGHWAY "50"

{VARIABLE WIDTH}

S. LINE OF THE SE 1/4 OF SECTION 1-1-21
S 88°55'00" W 2644.88' {2644.78'}

WISCONSIN
PETER S.
GORDON
S-2101
ELKHORN,
WI
LAND SURVEYOR

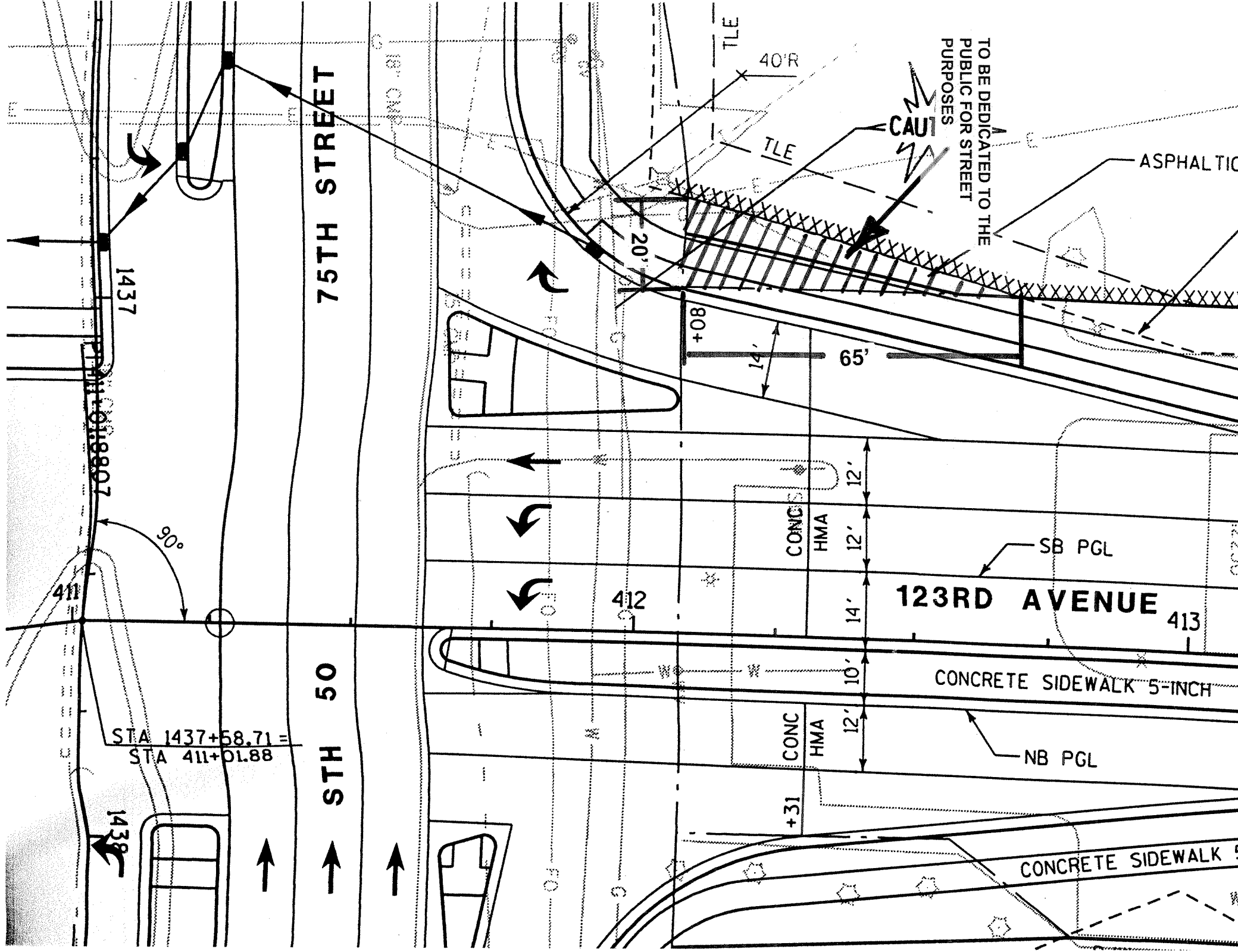
LEGEND

o = FOUND IRON PIPE
1 3/8" O.D.

● = FOUND IRON REB
3/4" DIA.

△ = FOUND "PK" NAIL

⊡ = FOUND CONCRETE


75TH STREET
STH 50
1437
1438
411
412
413
90°
STA 1437+58.71 =
STA 411+01.88
20'
40'R
TLE
TLE
CAUT
TO BE DEDICATED TO THE
PUBLIC FOR STREET
PURPOSES
ASPHALTIC
+08
14'
65'
12'
12'
14'
10'
12'
CONC
HMA
CONC
HMA
+31
SB PGL
123RD AVENUE
NB PGL
CONCRETE SIDEWALK 5-INCH
CONCRETE SIDEWALK

FACT SHEET Kenosha City Plan Commission	City Plan Division 625 - 52nd Street Kenosha, WI 53140 (262) 653-4030	March 19, 2009	Item 5
Resolution to approve a Two-Lot Certified Survey Map for property located at 12304 75th Street, District #17. (Brat Stop, Inc.)			

LOCATION/SURROUNDINGS:

Site: 12304 75th Street
Zoned: B-2 Community Business District
A-2 Agricultural Land Holding District
Air-4 Airport Overlay District

NOTIFICATIONS/PROCEDURES:

The alderman of the district, Alderman Bogdala, has been notified. This item will also be reviewed by the Public Works Committee before final approval by the Common Council.

ANALYSIS:

- The applicant is proposing to divide the existing lot into two (2) lots. A portion of the future 74th Street will be dedicated with this Certified Survey Map.
- No immediate development is planned for Lot 2 of the Certified Survey Map. Taco Bell had been looking to relocate to Lot 2, but that Conditional Use Permit application was withdrawn.
- Plans have been forwarded to City departments for their review. Their comments are included in the attached Resolution.
- The Certified Survey Map generally complies with Chapter 17 of the Code of General Ordinances.

RECOMMENDATION:

A recommendation is made to approve the Certified Survey Map

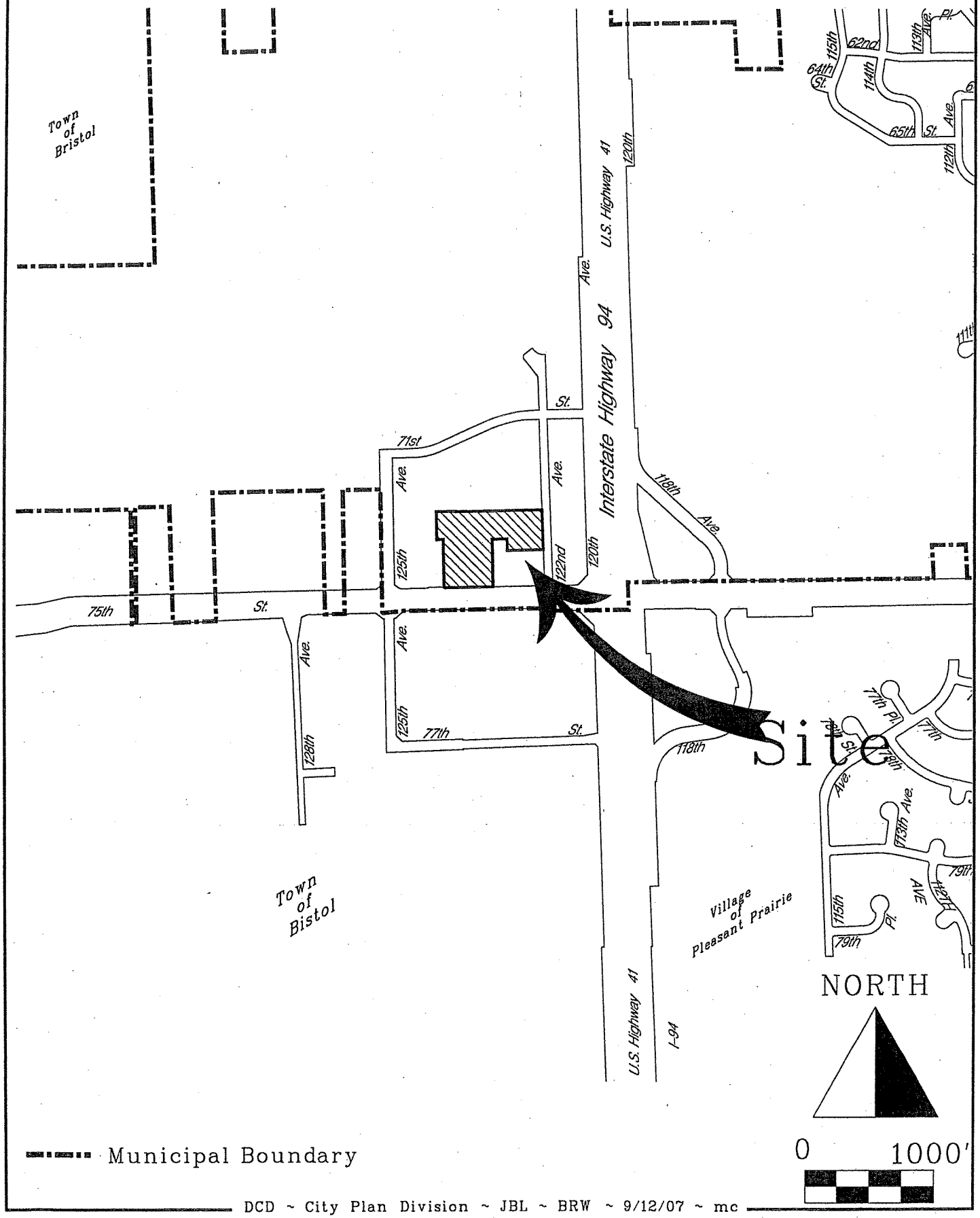
Brian R. Wilke, Development Coordinator

Jeffrey B. Labahn, Director of City Development

1CPC/2009/Mar19/fact-csm-brat

City of Kenosha

Vicinity Map
Brat Stop CSM



DCD ~ City Plan Division ~ JBL ~ BRW ~ 9/12/07 ~ mc

Land Division Application
City of Kenosha, Wisconsin

Applicant Information	
Owner's Name and Address: Brat Stop Inc. C/o Gerald Rasmussen 12304 75th St Kenosha, WI 53142 Phone: 262- 857 - 3457	Developer's Name and Address (if applicable): Agent: Mills Enterprises Attn: Jonah Hetland 4011 80th St Kenosha, WI 53142 Phone: 262-818-8114

Property Information
Type of Land Division (check one): ☐ Preliminary Plat ☐ Final Plat ☒ Certified Survey Map ☐ Lot Line Adjustment Survey
Name of Subdivision (if applicable): N/A
Location of Land Division (street address or parcel number): 03-121-01-450-456

Number of Lots to be Created: 2	Proposed Use of Property: ☐ Single-family ☐ Two-family ☐ Multi-family ☒ Commercial ☐ Industrial

Prior to submitting this application to the Department of City Development, please review the attached list of fees and requirements.

The completed application and all required plans and information are to be submitted to:

Department of City Development
625 52nd Street, Room 308
Kenosha, WI 53140
262.653.4030 / 262.653.4045 (fax)

MILLS
Enterprises

February 16th, 2009

City of Kenosha
Department of City Development
Attn: Brian Wilke
625 52nd St
Kenosha, WI 53142

RE: Land Division Application—Brat Stop Inc

Dear Mr. Wilke,

I am formally submitting a request for the approval of a Certified Survey Map for the Brat Stop Inc located on parcel 03-121-01-450-456. This CSM is being proposed to split the parcel into two separate tax id #'s. The following is being submitted as part of this application:

1) CSM (1 Original and 10 copies) – prepared by Farris Hansen & Associates

2) Land Division Application

3) Agent Authorization Letter

4) $650 review fee to City of Kenosha

Mills Enterprises will be acting as agent for Brat Stop Inc. Please place this item on the next available agenda for approval.

If you need anything additional please do not hesitate to contact me at the number listed below.

Thank You,

Jonah P. Hetland

Jonah P. Hetland
Development Director
Mills Enterprises
262-842-0483

2-13-09

Agent Authorization Letter:

To Whom it May Concern:

I Gerald Rasmussen authorize Jonah Hetland from Mills Enterprises to act as my agent with regards to the land division that is being submitted to the City of Kenosha for the Brat Stop parcel. Please call me at the number listed below with questions.

Thank You,

Gerald Rasmussen

Gerald Rasmussen
262-857-3457

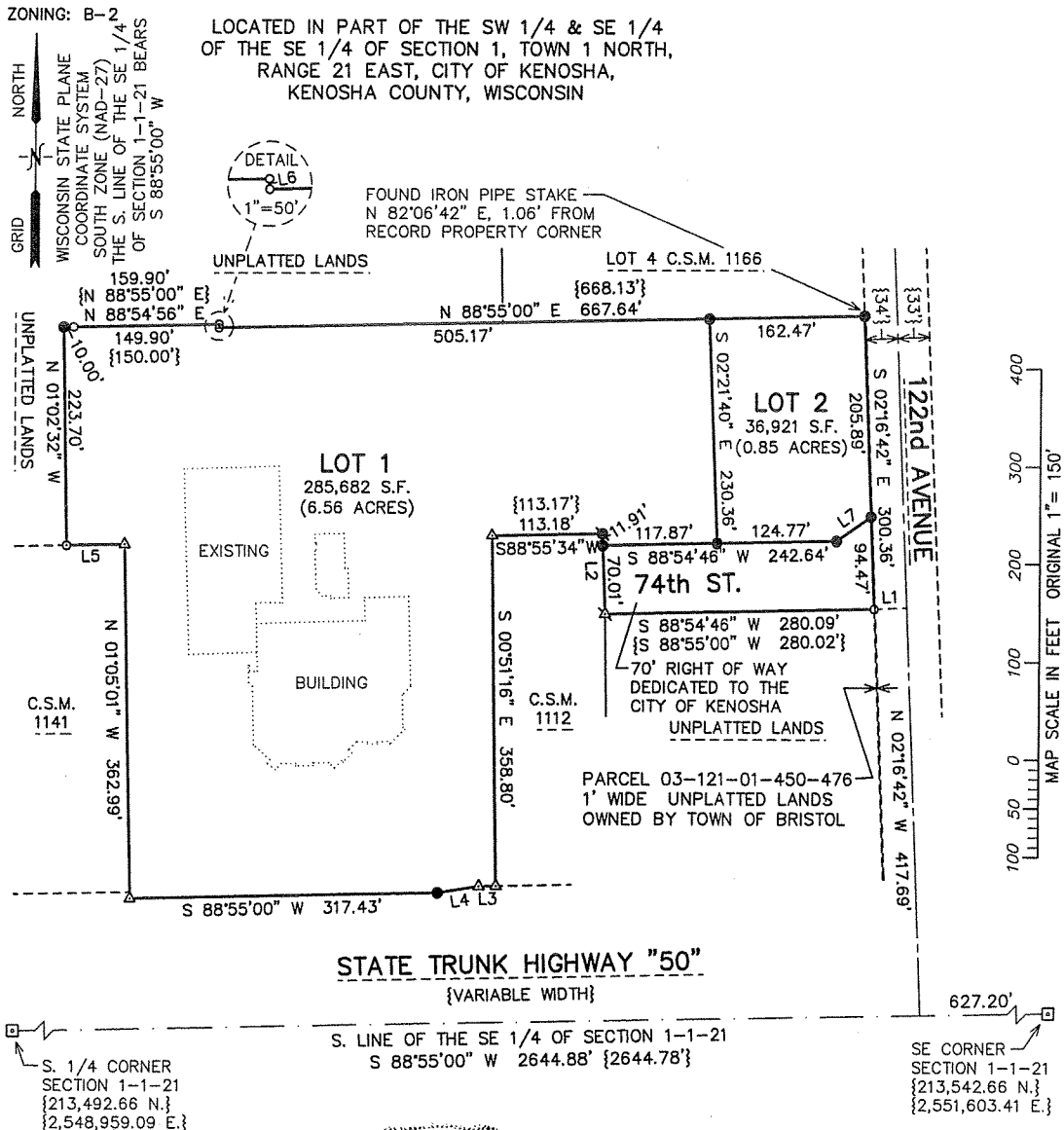
FARRIS, HANSEN & ASSOC. INC.
7 RIDGWAY COURT– P.O. BOX 437
ELKHORN, WISCONSIN 53121
PHONE (262) 723–2098
FAX (262) 723–5886

CERTIFIED SURVEY MAP NO._____

OWNER: BRAT STOP INC.
12304 75th STREET
KENOSHA, WI. 53142

ZONING: B–2

LOCATED IN PART OF THE SW 1/4 & SE 1/4 OF THE SE 1/4 OF SECTION 1, TOWN 1 NORTH, RANGE 21 EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN



LINE	BEARING	DISTANCE
L1	S 87°43'18" W	34.00'
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WISCONSIN
PETER S. GORDON
S-2101
ELKHORN, WI
LAND SURVEYOR

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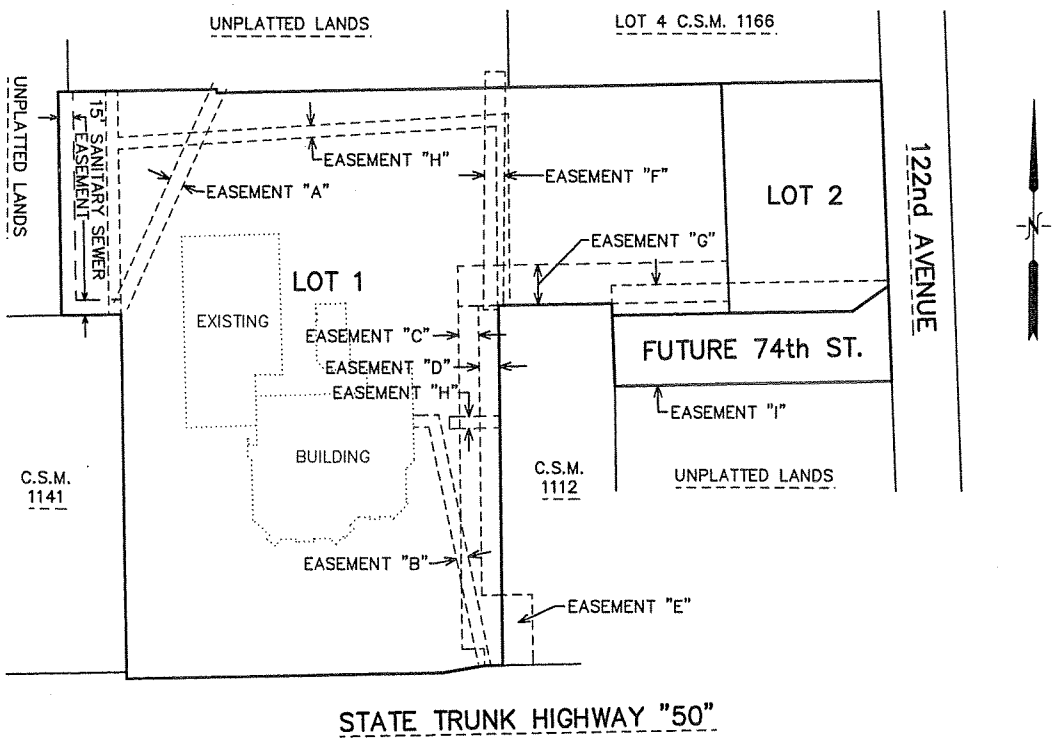
THIS INSTRUMENT DRAFTED BY PETER S. GORDON
PROJECT NO. 4240.07
DATED: 06/05/2007
SHEET 1 OF 4 SHEETS

SEE SHEET 2 FOR EASEMENTS & RESTRICTIONS.
SEE SHEETS 3 & 4 FOR LEGAL DESCRIPTION & CERTIFICATES.

LOCATED IN PART OF THE SW 1/4 & SE 1/4 OF THE SE 1/4 OF SECTION 1, TOWN 1 NORTH, RANGE 21 EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

CERTIFIED SURVEY MAP NO._____



EASEMENT REFERENCE:

A: 15' WIDE SANITARY SEWER EASEMENT RECORDED IN VOL. 1274 ON PAGE 501.

B: 12' WIDE ELECTRIC EASEMENT RECORDED IN VOL. 1174 ON PAGE 489.

C: INGRESS & EGRESS EASEMENT AS SHOWN ON C.S.M. 1112 FOR LOT 1 OF SAID C.S.M.

D: 20' PARKING EASEMENT AS SHOWN ON C.S.M. 1112 FOR LOT 1 OF SAID C.S.M.

E: 30' WIDE INGRESS & EGRESS EASEMENT AS SHOWN ON C.S.M. 1112 FOR LANDS LYING WEST OF SAID LOT 1.

F: 20' WIDE SANITARY SEWER EASEMENT AS RECORDED IN VOL. 1291 ON PAGE 872.

G: TEMPORARY 40' WIDE EASEMENT FOR INGRESS & EGRESS OVER LOT 1 FOR THE EXCLUSIVE USE OF THE OWNER OF LOT 2.

H: 12' WIDE ELECTRIC EASEMENT RECORDED IN 1279 OF RECORDS ON PAGES 7–9 AS DOCUMENT NO. 783591.

I: 100' EASEMENT FOR SURFACE DRAINAGE RECORDED IN VOL. 1005 OF RECORDS ON PAGE 725 AS DOCUMENT NO. 627288.

NOTE: NO DEVELOPMENT SHALL BE APPROVED ON LOT 2 UNTIL A DRAINAGE PLAN HAS BEEN APPROVED BY THE CITY OF KENOSHA.

6/5/2007
Revised 10/16/2007

WISCONSIN
PETER S. GORDON
S-2101
ELKHORN, WI
LAND SURVEYOR

THIS INSTRUMENT DRAFTED BY PETER S. GORDON

PROJECT NO. 4240.07
DATED: 06/05/2007
SHEET 2 OF 4 SHEETS

SEE SHEET 1 FOR SURVEY DATA.

SEE SHEETS 3 & 4 FOR LEGAL DESCRIPTION & CERTIFICATES.

100 50 0 100 200 300 400
MAP SCALE IN FEET ORIGINAL 1"= 150'

LOCATED IN PART OF THE SW 1/4 & SE 1/4
OF THE SE 1/4 OF SECTION 1, TOWN 1 NORTH,
RANGE 21 EAST, CITY OF KENOSHA,
KENOSHA COUNTY, WISCONSIN

CERTIFIED SURVEY MAP NO._____

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT AT THE DIRECTION OF JERRY RASMUSSEN, REPRESENTATIVE FOR BRAT STOP INC., OWNER(S), AND IN FULL COMPLIANCE WITH THE PROVISIONS OF CHAPTER 236.34 OF WISCONSIN STATUTES AND THE LAND DIVISION ORDINANCE FOR THE CITY OF KENOSHA, I HAVE SURVEYED, DIVIDED, AND MAPPED THE FOLLOWING DESCRIBED LANDS AND THAT THIS PLAT IS A TRUE REPRESENTATION OF THE EXTERIOR BOUNDARIES OF THE PLAT AND OF THE SUBDIVISION THEREOF TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF:
LOCATED IN PART OF THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWN 1 NORTH, RANGE 21 EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE SOUTHEAST CORNER OF SAID SECTION 1; THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, S 88DEG 55MIN 00SEC W, 627.20 FEET TO THE REFERENCE LINE OF 122nd AVENUE; THENCE ALONG SAID REFERENCE LINE, N 02DEG 16MIN 42SEC W, 417.69 FEET; THENCE PERPENDICULAR TO SAID REFERENCE LINE, S 87DEG 43MIN 18SEC W, 34.00 FEET TO AN IRON PIPE STAKE FOUND MARKING A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID 122nd AVENUE AND THE POINT OF BEGINNING; THENCE S 88DEG 54MIN 46SEC W, 280.09 FEET TO A "PK" NAIL IN PAVEMENT; THENCE N 02DEG 13MIN 01SEC W, 81.93 FEET TO AN IRON REBAR STAKE FOUND MARKING THE NORTHEAST CORNER OF CERTIFIED SURVEY MAP NO. 1112; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID CERTIFIED SURVEY MAP NO. 1112, S 88DEG 55MIN 34SEC W, 113.18 FEET TO THE NORTHWEST CORNER OF SAID CERTIFIED SURVEY MAP NO. 1112; THENCE ALONG THE WESTERLY BOUNDARY OF SAID CERTIFIED SURVEY MAP NO. 1112, S 00DEG 51MIN 16SEC E, 358.80 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE TRUNK HIGHWAY "50"; THENCE ALONG SAID HIGHWAY, S 88DEG 55MIN 05SEC W, 17.64 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, S 80DEG 54MIN 20SEC W, 43.05 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, S 88DEG 55MIN 00SEC W, 317.43 FEET; THENCE N 01DEG 05MIN 01SEC W, 362.99 FEET; THENCE S 88DEG 55MIN 00SEC W, 60.00 FEET; THENCE N 01DEG 02MIN 32SEC W, 223.70 FEET; THENCE N 88DEG 54MIN 56SEC E, 159.90 FEET TO AN IRON PIPE STAKE; THENCE S 01DEG 57MIN 34SEC E, 3.52 FEET TO AN IRON PIPE STAKE; THENCE N 88DEG 55MIN 00SEC E, 667.64 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID 122nd AVENUE; THENCE ALONG SAID AVENUE, S 02DEG 16MIN 42SEC E, 300.36 FEET TO THE POINT OF BEGINNING. CONTAINING 342,664 SQUARE FEET (7.87 ACRES) OF LAND, MORE OR LESS.

DATED: 6/5/2007 revised 10/17/2007

PETER S. GORDON RLS 2101

WISCONSIN
PETER S.
GORDON
S-2101
ELKHORN,
WI
LAND SURVEYOR

OWNER'S CERTIFICATE

AS OWNER(S), I(WE) HEREBY CERTIFY THAT I(WE) HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED, AND DEDICATED AS REPRESENTED ON THE PLAT AND ALSO CERTIFY THAT THIS MAP IS REQUIRED TO BE SUBMITTED TO THE CITY OF KENOSHA FOR APPROVAL.

DATED: _____

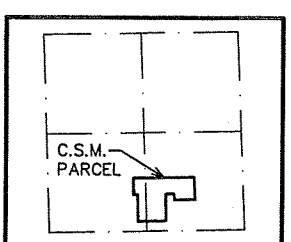
_____
JERRY RASMUSSEN, REPRESENTATIVE FOR BRAT STOP INC.

STATE OF WISCONSIN)
COUNTY OF _____)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2009 THE ABOVE NAMED JERRY RASMUSSEN, REPRESENTATIVE FOR BRAT STOP INC., TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

_____ _____
MY COMMISSION EXPIRES

NOTARY PUBLIC, _____, WISCONSIN



SKETCH SCALE: 1"=2000'
LOCATION SKETCH
SE 1/4 1-1-21

THIS INSTRUMENT DRAFTED
BY PETER S. GORDON
PROJECT NO. 4240.07
DATED: 06/05/2007
SHEET 3 OF 4 SHEETS

LOCATED IN PART OF THE SW 1/4 & SE 1/4
OF THE SE 1/4 OF SECTION 1, TOWN 1 NORTH,
RANGE 21 EAST, CITY OF KENOSHA,
KENOSHA COUNTY, WISCONSIN

CERTIFIED SURVEY MAP NO._____

CONSENT OF CORPORATE MORTGAGEE

SOUTHPORT BANK, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, MORTGAGEE OF THE LAND DESCRIBED ON THIS PLAT, DOES HEREBY CONSENT TO THE SURVEYING, DIVIDING, MAPPING, AND DEDICATION OF THE LAND DESCRIBED ON THIS PLAT AND DOES HEREBY CONSENT TO THE ABOVE CERTIFICATE OF JERRY RASMUSSEN, REPRESENTATIVE FOR BRAT STOP INC., OWNER(S).

IN WITNESS WHEREOF, THE SAID SOUTHPORT BANK HAS CAUSED THESE PRESENTS TO BE SIGNED BY _____, ITS PRESIDENT AND COUNTERSIGNED BY _____, ITS SECRETARY(CASHIER) AT _____, WISCONSIN AND ITS CORPORATE SEAL TO BE AFFIXED THIS _____ DAY OF _____, 2009.

IN THE PRESENCE OF:

SOUTHPORT BANK _____
CORPORATE SEAL

_____ _____
PRESIDENT DATED

_____ _____
SECRETARY(CASHIER) DATED

STATE OF WISCONSIN)
COUNTY OF _____)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2009 BY _____, PRESIDENT AND _____, SECRETARY(CASHIER) OF THE ABOVE NAMED CORPORATION, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND TO ME KNOWN TO BE SUCH PRESIDENT AND SECRETARY(CASHIER) OF SAID CORPORATION AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS AS THE DEED OF SAID CORPORATION BY ITS AUTHORITY.

_____ _____
MY COMMISSION EXPIRES

NOTARY PUBLIC, _____, WISCONSIN

CITY OF KENOSHA APPROVAL

RESOLVED, THAT THE CERTIFIED SURVEY MAP, IN THE CITY OF KENOSHA, BRAT STOP, INC., OWNER, IS HEREBY APPROVED BY THE COMMON COUNCIL OF THE CITY OF KENOSHA.

APPROVED: _____
JOHN ANTARAMIAN MAYOR

I HEREBY CERTIFY THAT THE FOREGOING IS A COPY OF RESOLUTION NUMBER _____ ADOPTED BY THE COMMON COUNCIL OF THE CITY OF KENOSHA.

_____
MIKE HIGGINS CITY CLERK

6/5/2007
revised 10/16/2007
Peter S. Gordon

WISCONSIN
PETER S.
GORDON
S-2101
ELKHORN,
WI
LAND SURVEYOR

THIS INSTRUMENT DRAFTED
BY PETER S. GORDON
PROJECT NO. 4240.07
DATED: 06/05/2007
SHEET 4 OF 4 SHEETS

30

Sam

RESOLUTION NO. _____

BY: ALDERPERSON DANIEL L. PROZANSKI, JR.

TO COMMUNICATE TO THE STATE LEGISLATURE OF THE STATE OF WISCONSIN THAT THE CITY OF KENOSHA COMMON COUNCIL SUPPORTS SENATE SUBSTITUTE AMENDMENT 1 TO THE 2009 SENATE BILL 3 AND ASSEMBLY BILL 15

WHEREAS, Senate Substitute Amendment 1 to the 2009 Senate Bill 3 and Assembly Bill 15 requires private health insurance companies to provide coverage for the diagnosis and treatment of Autism Spectrum Disorder; and,

WHEREAS, the Center for Disease Control has determined that in multiple areas of the United States about 1 in 150 eight year old children have an Autism Spectrum Disorder; and,

WHEREAS, Autism Spectrum Disorder begins before the age of three, lasts throughout a person's life, and affects all racial, ethnic and socioeconomic groups; and,

WHEREAS, April is National Autism Awareness Month.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Kenosha, Wisconsin, does hereby show their support for Senate Substitute Amendment 1 to the 2009 Senate Bill 3 and Assembly Bill 15.

BE IT FURTHER RESOLVED that the City Clerk/Treasurer is hereby requested to send a copy of the Resolution to Governor James E. Doyle, and our State Legislative Representatives.

Adopted this _____ day of _____, 2009.

ATTEST:_____City Clerk

_____

APPROVED:_____Mayor Date:_____

_____

Drafted By:
WILLIAM K. RICHARDSON,
Assistant City Attorney

WISCONSIN LEGISLATIVE COUNCIL
AMENDMENT MEMO

2009 Senate Bill 3	Senate Substitute Amendment 1
Memo published: **February 10, 2009**	*Contact*: **Jessica Karls, Staff Attorney (266-2230)**

2009 SENATE BILL 3

2009 Senate Bill 3 generally requires that health insurance policies, and self-insured governmental health plans (but not private sector self-insured health plans), provide coverage for an insured of treatment for an autism spectrum disorder if the treatment is provided by: (1) a psychiatrist; (2) a person who practices psychology; (3) a social worker who is licensed or certified to practice psychotherapy; (4) a paraprofessional working under the supervision of a social worker who is licensed or certified to practice psychotherapy, a person who practices psychology, or a psychiatrist; or (5) a professional working under the supervision of an outpatient mental health clinic.

"Autism spectrum disorder" is defined as an autism disorder, Asperger's syndrome, or pervasive developmental disorder not otherwise specified.

The coverage required under the bill may be subject to any exclusions, limitations, and cost-sharing provisions that apply generally under the policy or plan. The bill does not apply to a health insurance policy that covers only certain specified diseases; a health care plan offered by a limited service health organization or a preferred provider plan that is not a defined network plan; a long-term care insurance policy; or a Medicare replacement policy or Medicare supplement policy.

The bill generally first applies to health insurance policies that are issued or renewed, and self-insured governmental health plans that are established, extended, renewed or modified, on the effective date of the bill, which is the first day of the seventh month beginning after publication.

SENATE SUBSTITUTE AMENDMENT 1

Senate Substitute Amendment 1 generally requires that health insurance policies, and self-insured governmental health plans (but not private sector self-insured health plans), provide coverage for

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(OVER)

an insured of treatment for the mental health condition of autism spectrum disorder if the treatment is ***prescribed by a physician*** and provided by any of the following who are ***qualified to provide intensive-level services or post-intensive-level services***: (1) a psychiatrist; (2) a person who practices psychology; (3) a social worker who is licensed or certified to practice psychotherapy; (4) a paraprofessional working under the supervision of a social worker who is licensed or certified to practice psychotherapy, a person who practices psychology, or a psychiatrist; (5) a professional working under the supervision of an outpatient mental health clinic; (6) ***a speech-language pathologist***; or (7) ***an occupational therapist***.

The substitute amendment defines additional terms, including "intensive-level services" and "post-intensive-level services." "Intensive-level services" is defined as evidence-based behavioral therapy designed to help an individual with autism spectrum disorder overcome the social, behavioral, and cognitive deficits associated with the disorder. "Post-intensive-level services" is defined as therapy that occurs after completing treatment with intensive-level services and that is designed to maximize and sustain gains made during treatment with intensive-level services or, for an individual who has not and will not receive intensive-level services, therapy that will improve the individual's condition. The Commissioner of Insurance is required, by rule, to further define "intensive-level services," "post-intensive-level services," "paraprofessional," and "qualified." In addition, the Commissioner may promulgate rules governing the interpretation or administration of the requirements in the substitute amendment.

The substitute amendment requires that the coverage provide at least ***$60,000 for intensive-level services per insured per year, with a minimum of 30 to 35 hours of care per week for a minimum of four years, and at least $30,000 for post-intensive-level services per insured per year***. If a supervising professional, in consultation with the insured's physician, determines that less treatment is medically appropriate, the minimum monetary amounts or duration need not be met. Beginning in 2011, the monetary amounts must be adjusted annually, based on changes in the consumer price index, and the Commissioner of Insurance must publish the new amounts each year in the Wisconsin Administrative Register.

Under the substitute amendment, the coverage may be subject to deductibles, copayments, or coinsurance that generally apply to other conditions covered under the policy or plan, but the coverage may ***not*** be subject to exclusions or limitations, including limitations on the number of treatment visits. The substitute amendment does not apply to: (1) a health insurance policy that covers only certain specified diseases; (2) a health care plan offered by a limited service health organization or a preferred provider plan that is not a defined network plan; (3) a long-term care insurance policy; or (4) a Medicare replacement policy or Medicare supplement policy.

The substitute amendment generally first applies to health insurance policies that are issued or renewed, and self-insured governmental health plans that are established, extended, renewed, or modified, on the first day of the fifth month beginning after publication.

Legislative History

Senate Substitute Amendment 1 was offered by Senator Robson. On February 10, 2009, the Senate Committee on Public Health, Senior Issues, Long-Term Care, and Job Creation recommended adoption of the substitute amendment on a vote of Ayes, 5; Noes, 0. The committee then recommended passage of 2009 Senate Bill 3, as amended, on a vote of Ayes, 5; Noes, 0.

JK:ksm

Wisconsin Department of Administration
Division of Executive Budget and Finance

Fiscal Estimate - 2009 Session

☒ Original ☐ Updated ☐ Corrected ☐ Supplemental

LRB Number **09-0780/1**	Introduction Number **SB-003**

Description
Health insurance coverage of treatment for autism spectrum disorders

Fiscal Effect

State:
- ☐ No State Fiscal Effect
- ☒ Indeterminate
  - ☐ Increase Existing Appropriations
  - ☐ Decrease Existing Appropriations
  - ☐ Create New Appropriations
  - ☐ Increase Existing Revenues
  - ☐ Decrease Existing Revenues
  - ☒ Increase Costs - May be possible to absorb within agency's budget ☐ Yes ☒ No
  - ☐ Decrease Costs

Local:
- ☐ No Local Government Costs
- ☒ Indeterminate
  - 1. ☒ Increase Costs ☐ Permissive ☒ Mandatory
  - 2. ☐ Decrease Costs ☐ Permissive ☐ Mandatory
  - 3. ☐ Increase Revenue ☐ Permissive ☐ Mandatory
  - 4. ☐ Decrease Revenue ☐ Permissive ☐ Mandatory
  - 5. Types of Local Government Units Affected
    - ☒ Towns ☒ Village ☒ Cities
    - ☒ Counties ☐ Others
    - ☒ School Districts ☒ WTCS Districts

Fund Sources Affected
☒ GPR ☒ FED ☒ PRO ☒ PRS ☒ SEG ☒ SEGS

Affected Ch. 20 Appropriations

Agency/Prepared By	Authorized Signature	Date
ETF/ Jon Kranz (608) 267-0908	Bob Conlin (608) 261-7940	1/15/2009

Fiscal Estimate Narratives

ETF 1/15/2009

LRB Number **09-0780/1**	Introduction Number **SB-003**	Estimate Type **Original**
Description Health insurance coverage of treatment for autism spectrum disorders		

Assumptions Used in Arriving at Fiscal Estimate

This bill requires all health insurance plans offered by the Group Insurance Board (GIB) under Chapter 40 of the Wisconsin State Statutes to provide coverage for Autism Syndrome Disorder (ASD) which includes Autism, Asperger's syndrome and Pervasive Development Disorder not otherwise specified.

According to the GIB's consulting actuary, the estimated cost of this bill will be between $3.80 and $4.45 per member per month(pmpm). Using an estimated 162,000 members the current annual cost for the plans offered to state employees would range from $7.4 million to $8.7 million dollars annually. Using an estimated 30,000 members, the current annual cost for plans offered to local government employees would range from $1.4 million to $1.6 million.

In addition, the Department would would require an additional 0.2 permanent SEG funded FTE and would incur on-going annual administrative costs of approximately $10,000 to cover costs associated with staff training and member inquiries.

Long-Range Fiscal Implications

These program costs are expected to rise faster than the average for all medical claims in the future due to the increasing rate of diagnosis of ASD.

Wisconsin Department of Administration
Division of Executive Budget and Finance

Fiscal Estimate - 2009 Session

☒ Original ☐ Updated ☐ Corrected ☐ Supplemental

LRB Number **09-0780/1**	Introduction Number **SB-003**

Description
Health insurance coverage of treatment for autism spectrum disorders

Fiscal Effect

State:
- ☐ No State Fiscal Effect
- ☒ Indeterminate
  - ☐ Increase Existing Appropriations
  - ☐ Decrease Existing Appropriations
  - ☐ Create New Appropriations
  - ☐ Increase Existing Revenues
  - ☐ Decrease Existing Revenues
  - ☒ Increase Costs - May be possible to absorb within agency's budget ☒ Yes ☐ No
  - ☐ Decrease Costs

Local:
- ☐ No Local Government Costs
- ☒ Indeterminate
  - 1. ☐ Increase Costs ☐ Permissive ☐ Mandatory
  - 2. ☐ Decrease Costs ☐ Permissive ☐ Mandatory
  - 3. ☐ Increase Revenue ☐ Permissive ☐ Mandatory
  - 4. ☐ Decrease Revenue ☐ Permissive ☐ Mandatory
  - 5. Types of Local Government Units Affected
    ☐ Towns ☐ Village ☐ Cities
    ☐ Counties ☐ Others
    ☐ School Districts ☐ WTCS Districts

Fund Sources Affected
☐ GPR ☐ FED ☐ PRO ☐ PRS ☐ SEG ☐ SEGS

Affected Ch. 20 Appropriations

Agency/Prepared By	Authorized Signature	Date
OCI/ Jim Guidry (608) 264-6239	Sean Dilweg (608) 266-3585	2/2/2009

Fiscal Estimate Narratives

OCI 2/2/2009

LRB Number **09-0780/1**	Introduction Number **SB-003**	Estimate Type **Original**
Description Health insurance coverage of treatment for autism spectrum disorders		

Assumptions Used in Arriving at Fiscal Estimate

The Office of Commissioner of Insurance (OCI) ensures compliance with Wisconsin's laws and regulations, and responds to complaints. Ensuring that insurers comply with the requirements of this bill will be fulfilled as part of the standard activities of the office. Any additional cost will be absorbed by OCI.

In accordance with s. 601.423, Wis Stats., OCI will prepare the mandated study on the fiscal and social impacts of new mandated insurance benefits.

The fiscal effect on local Governments is indeterminate. The treatment of autism spectrum disorders is not currently a mandated coverage in Wisconsin health insurance plans and depends on the employer's desire to offer this coverage. Furthermore, an autism spectrum disorder diagnosis can vary greatly in the degree of severity, which would affect treatment options and the costs associated with those treatments. OCI does not have data that identifies how many local governments have this type coverage in their health benefit plans or the number of individuals covered by local government health care plans with an autism spectrum disorder.

Long-Range Fiscal Implications

2009 SENATE BILL 3

January 8, 2009 – Introduced by Senators ROBSON, SULLIVAN, HANSEN, ERPENBACH, WIRCH, KREITLOW, JAUCH, CARPENTER, LEHMAN, LASSA, MILLER, DECKER and RISSER, cosponsored by Representatives HIXSON, PASCH, BENEDICT, BERCEAU, A. OTT, KRUSICK, SHILLING, TURNER, YOUNG, RADCLIFFE, VAN AKKEREN, KAUFERT, SHERMAN, POCAN, HRAYCHUCK, SCHNEIDER, BLACK, HUBLER, JORGENSEN, BERNARD SCHABER, HILGENBERG, SINICKI, HEBL and A. WILLIAMS. Referred to Committee on Health, Health Insurance, Privacy, Property Tax Relief, and Revenue.

1 AN ACT ***to amend*** 40.51 (8), 40.51 (8m), 66.0137 (4), 111.91 (2) (n), 120.13 (2) (g),
2 185.981 (4t) and 185.983 (1) (intro.); and ***to create*** 609.87 and 632.895 (16) of
3 the statutes; **relating to:** health insurance coverage of treatment for autism
4 spectrum disorders.

Analysis by the Legislative Reference Bureau

This bill requires health insurance policies and self–insured governmental and school district health plans to cover the cost of treatment for an insured for autism, Asperger's syndrome, and pervasive developmental disorder not otherwise specified if the treatment is provided by a psychiatrist, a psychologist, a social worker who is certified or licensed to practice psychotherapy, a paraprofessional working under the supervision of any of those three types of providers, or a professional working under the supervision of an outpatient mental health clinic. The coverage requirement applies to both individual and group health insurance policies and plans, including defined network plans and cooperative sickness care associations; to health care plans offered by the state to its employees, including a self–insured plan; and to self–insured health plans of counties, cities, towns, villages, and school districts. The requirement specifically does not apply to limited–scope benefit plans, medicare replacement or supplement policies, long–term care policies, or policies covering only certain specified diseases. The coverage may be subject to any limitations or exclusions or cost–sharing provisions that apply generally under the policy or plan.

For further information see the ***state and local*** fiscal estimate, which will be printed as an appendix to this bill.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

1 **SECTION 1.** 40.51 (8) of the statutes is amended to read:

2 40.51 **(8)** Every health care coverage plan offered by the state under sub. (6)
3 shall comply with ss. 631.89, 631.90, 631.93 (2), 631.95, 632.72 (2), 632.746 (1) to (8)
4 and (10), 632.747, 632.748, 632.83, 632.835, 632.85, 632.853, 632.855, 632.87 (3) to
5 ~~(5)~~ (6), 632.895 (5m) and (8) to ~~(15)~~ (16), and 632.896.

6 **SECTION 2.** 40.51 (8m) of the statutes is amended to read:

7 40.51 **(8m)** Every health care coverage plan offered by the group insurance
8 board under sub. (7) shall comply with ss. 631.95, 632.746 (1) to (8) and (10), 632.747,
9 632.748, 632.83, 632.835, 632.85, 632.853, 632.855, and 632.895 (11) to ~~(15)~~ (16).

10 **SECTION 3.** 66.0137 (4) of the statutes is amended to read:

11 66.0137 **(4)** SELF–INSURED HEALTH PLANS. If a city, including a 1st class city, or
12 a village provides health care benefits under its home rule power, or if a town
13 provides health care benefits, to its officers and employees on a self–insured basis,
14 the self–insured plan shall comply with ss. 49.493 (3) (d), 631.89, 631.90, 631.93 (2),
15 632.746 (10) (a) 2. and (b) 2., 632.747 (3), 632.85, 632.853, 632.855, 632.87 (4), ~~and~~
16 (5), and (6), 632.895 (9) to ~~(15)~~ (16), 632.896, and ~~767.25 (4m) (d)~~ 767.513 (4).

17 **SECTION 4.** 111.91 (2) (n) of the statutes is amended to read:

18 111.91 **(2)** (n) The provision to employees of the health insurance coverage
19 required under s. 632.895 (11) to (14) and (16).

20 **SECTION 5.** 120.13 (2) (g) of the statutes is amended to read:

120.13 **(2)** (g) Every self–insured plan under par. (b) shall comply with ss. 49.493 (3) (d), 631.89, 631.90, 631.93 (2), 632.746 (10) (a) 2. and (b) 2., 632.747 (3), 632.85, 632.853, 632.855, 632.87 (4) ~~and~~, (5), and (6), 632.895 (9) to ~~(15)~~ (16), 632.896, and ~~767.25 (4m) (d)~~ 767.513 (4).

SECTION 6. 185.981 (4t) of the statutes is amended to read:

185.981 **(4t)** A sickness care plan operated by a cooperative association is subject to ss. 252.14, 631.17, 631.89, 631.95, 632.72 (2), 632.745 to 632.749, 632.85, 632.853, 632.855, 632.87 (2m), (3), (4), ~~and~~ (5), and (6), 632.895 (10) to ~~(15)~~ (16), and 632.897 (10) and chs. 149 and 155.

SECTION 7. 185.983 (1) (intro.) of the statutes is amended to read:

185.983 **(1)** (intro.) Every such voluntary nonprofit sickness care plan shall be exempt from chs. 600 to 646, with the exception of ss. 601.04, 601.13, 601.31, 601.41, 601.42, 601.43, 601.44, 601.45, 611.67, 619.04, 628.34 (10), 631.17, 631.89, 631.93, 631.95, 632.72 (2), 632.745 to 632.749, 632.775, 632.79, 632.795, 632.85, 632.853, 632.855, 632.87 (2m), (3), (4), ~~and~~ (5), and (6), 632.895 (5) and (9) to ~~(15)~~ (16), 632.896, and 632.897 (10) and chs. 609, 630, 635, 645, and 646, but the sponsoring association shall:

SECTION 8. 609.87 of the statutes is created to read:

609.87 Coverage of treatment for autism spectrum disorders. Defined network plans are subject to s. 632.895 (16).

SECTION 9. 632.895 (16) of the statutes is created to read:

632.895 **(16)** TREATMENT FOR AUTISM SPECTRUM DISORDERS. (a) In this subsection, "autism spectrum disorder" means any of the following:

1. Autism disorder.

2. Asperger's syndrome.

1 3. Pervasive developmental disorder not otherwise specified.

2 (b) Except as provided in par. (d), every disability insurance policy, and every
3 self–insured health plan of the state or a county, city, town, village, or school district,
4 shall provide coverage for an insured of treatment for an autism spectrum disorder
5 if the treatment is provided by any of the following:

6 1. A psychiatrist, as defined in s. 146.34 (1) (h).

7 2. A person who practices psychology, as described in s. 455.01 (5).

8 3. A social worker, as defined in s. 252.15 (1) (er), who is certified or licensed
9 to practice psychotherapy, as defined in s. 457.01 (8m).

10 4. A paraprofessional working under the supervision of a provider listed under
11 subds. 1. to 3.

12 5. A professional working under the supervision of an outpatient mental health
13 clinic certified under s. 51.038.

14 (c) The coverage required under par. (b) may be subject to any limitations,
15 exclusions, and cost–sharing provisions that apply generally under the disability
16 insurance policy or self–insured health plan.

17 (d) This subsection does not apply to any of the following:

18 1. A disability insurance policy that covers only certain specified diseases.

19 2. A health care plan offered by a limited service health organization, as defined
20 in s. 609.01 (3), or by a preferred provider plan, as defined in s. 609.01 (4), that is not
21 a defined network plan, as defined in s. 609.01 (1b).

22 3. A long–term care insurance policy.

23 4. A medicare replacement policy or a medicare supplement policy.

24 **SECTION 10. Initial applicability.**

25 (1) This act first applies to all of the following:

1 (a) Except as provided in paragraphs (b) and (c), disability insurance policies
2 that are issued or renewed, and self–insured governmental or school district health
3 plans that are established, extended, modified, or renewed, on the effective date of
4 this paragraph.

5 (b) Disability insurance policies covering employees who are affected by a
6 collective bargaining agreement containing provisions inconsistent with this act
7 that are issued or renewed on the earlier of the following:

8 1. The day on which the collective bargaining agreement expires.

9 2. The day on which the collective bargaining agreement is extended, modified,
10 or renewed.

11 (c) Self–insured governmental or school district health plans covering
12 employees who are affected by a collective bargaining agreement containing
13 provisions inconsistent with this act that are established, extended, modified, or
14 renewed on the earlier of the following:

15 1. The day on which the collective bargaining agreement expires.

16 2. The day on which the collective bargaining agreement is extended, modified,
17 or renewed.

18 **SECTION 11. Effective date.**

19 (1) This act takes effect on the first day of the 7th month beginning after
20 publication.

21 **(END)**

31 - 35

Appointments/Reappointments by the Mayor April 20, 2009

31-35

KEITH G. BOSMAN
MAYOR

CITY OF KENOSHA
625 - 52nd Street
Kenosha, Wisconsin 53140
(262) 653-4000
Fax (262) 653-4010

April 16, 2009

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby appoint Janet Steinmetz, 1341 1st Street, Racine (lives in Kenosha) to the Keep Kenosha Beautiful Commission for a three-year term which will expire May 1, 2012.

Ms. Steinmetz is self employed in Property Management. She is a property owner in the uptown area of Kenosha. Ms. Steinmetz has been a gardener since she was a child and looks forward to sharing her knowledge of plants and her enthusiasm for preserving the environment with others.

I am confident Ms. Steinmetz will be an efficient and conscientious member of the Keep Kenosha Beautiful Commission.

Sincerely,
CITY OF KENOSHA

Keith G. Bosman
Mayor

KGB:jd

KEITH G. BOSMAN
MAYOR

CITY OF KENOSHA
625 - 52nd Street
Kenosha, Wisconsin 53140
(262) 653-4000
Fax (262) 653-4010

April 16, 2009

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby appoint Christine Pratt, 8210 61st Avenue, Kenosha to the Keep Kenosha Beautiful Commission to fulfill an unexpired term which will expire May 1, 2010.

Ms. Pratt is a Science Teacher at Kenosha Unified Schools. She has been involved in gardening for many years and has a lot of gardening "know-how" and experience to share. She looks forward to the opportunity to participate in the Keep Kenosha Beautiful Commission projects.

I am confident Ms. Pratt will be an efficient and conscientious member of this commission.

Sincerely,
CITY OF KENOSHA

Keith G. Bosman
Mayor

KGB:jd

KEITH G. BOSMAN
MAYOR

CITY OF KENOSHA
625 - 52nd Street
Kenosha, Wisconsin 53140
(262) 653-4000
Fax (262) 653-4010

April 16, 2009

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby reappoint the following persons to the Keep Kenosha Beautiful Commission for a three-year term which will expire May 1, 2012:

Penny Carlino, 1909 29th Street, Kenosha
Pamela Thomey, 7216 5th Avenue, Kenosha

I am confident these members will continue to be conscientious and hardworking members of the Keep Kenosha Beautiful Commission.

Sincerely,
CITY OF KENOSHA

Keith G. Bosman
Mayor

KGB:jd

KEITH G. BOSMAN
MAYOR

CITY OF KENOSHA
625 - 52nd Street
Kenosha, Wisconsin 53140
(262) 653-4000
Fax (262) 653-4010

April 16, 2009

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby reappoint the following persons to the Museum Board for three-year terms which will expire May 1, 2012:

Alderman Donald K. Holland, 7725 3rd Avenue, Kenosha
Alderman Katherine Marks, 1821 65th Street, Kenosha
Alan Goldsmith, 324A 55th Street, Kenosha

I am confident these members will continue to be conscientious and hardworking members of the Museum Board.

Sincerely,
CITY OF KENOSHA

Keith G. Bosman
Mayor

KGB:jd

KEITH G. BOSMAN
MAYOR

CITY OF KENOSHA
625 - 52nd Street
Kenosha, Wisconsin 53140
(262) 653-4000
Fax (262) 653-4010

April 16, 2009

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby reappoint the following persons to the Zoning Board of Appeals for a three-year term which will expire May 1, 2012:

Steve Torcaso, 8022 26th Avenue, Kenosha
Anita Faraone, 7506 22nd Avenue, Kenosha

I am confident these members will continue to be conscientious and hardworking members of the Zoning Board of Appeals.

Sincerely,
CITY OF KENOSHA

Keith G. Bosman
Mayor

KGB:jd

Public Construction and Improvement Contracts
April 20, 2009

DEPARTMENT OF PARKS
3617 - 65TH STREET
KENOSHA, WI 53142

PHONE: (262) 653-4080
FAX: (262) 653-4093
WEB: www.kenosha.org

KENOSHA 1850 WISCONSIN

Mary Durkee, CPRP
Park Operations Supervisor

Dirk Nelson
City Forester & Special Events Supervisor

Mike Pancheri
Municipal Golf Course and Athletics Supervisor

Catherine Mantuano
Keep Kenosha Beautiful Coordinator

ART STRONG, DIRECTOR

TO: ART STRONG, DIRECTOR

FROM: DIRK NELSON, CITY FORESTER

RE: CONTRACT PRUNING RECOMMENDATION

DATE: MARCH 3, 2009

Based upon the results of the Parkway Tree Pruning #02-09 (Park) tabulations, The Care of Trees is the low bidder. This company meets the requirements stated in the instructions to bidders. Mr. Jacob Kubisiak, a certified arborist from the company has met with me to inspect the area to be pruned, and viewed the pruned trees from the 2008 pruning contract to see what the City expects from this contract.

Based on this, I recommend The Care of Trees be awarded this bid.

Tabulation Regarding Lawn Tree Pruning #02-09 (Park)
02/23/09
Preparer: SC

	Landscape Concepts Mgmt	Clean Cut Tree Service	Aerial Work Services	The Doctors of Landscaping	Lakeside Tree Care	Arbor Images	Trees-B-Gone	The Care of Trees	Bella Landscapin
Estimated quantity	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	No B
Price Each	37.25	44.00	15.00	36.00	15.00	19.95	15.00	14.83	
Payment Terms	No response	No response	No response	Net 30	Per Contract	No response	No response	No response	
Notes:									

CITY OF KENOSHA, WISCONSIN
FINANCE DEPARTMENT

CONTRACT SPECIFICATIONS AND SPECIAL CONDITIONS FOR PRUNING TREES IN LAWN PARK AREAS

Proposal No. 02-09

WORK TO BE PERFORMED. Work shall consist of maintenance pruning work on lawn park area and public right-of-way trees within the City of Kenosha. This includes removing debris from the site and the proper disposal thereof.

LOCATION OF WORK. Work will consist of tree pruning on lawn park areas and public rights-of-way in the following section of the City:

- East of 39th Avenue and North of Washington Road, including 39th Avenue and Washington Road street trees.

All work shall be conducted in an organized manner and on a block-by-block basis. Written notification of planned work shall be given to residents of the affected area not less than two (2) working days in advance of the schedule work, nor more than seven (7) working days in advance of the work. Work shall begin on Washington Road and proceed North in an organized manner.

Contractor must notify the City Forester of scheduled work locations not less than two (2) working days in advance of said work.

Contractor shall provide the City with a sample of the notification letter to be given to residents in the 2009 Pruning Contract area in advance of commencement of work.

The City reserves the right to change, add or delete areas or quantities as it deems to be in its best interest. The City shall give notice to Contractor of the addresses or areas to be pruned.

SCHEDULE. Pruning operations shall commence no later than thirty (30) days after Contract has been awarded. The time limit for completion of work is December 31, 2009, with any trees within the outlined pruning area that have not been pruned, but which require pruning, being placed on future pruning contracts where no time extension is granted.

Tree pruning shall only be performed during those seasonal periods which will not be injurious to the health and well-being of the tree or the grounds. The City of Kenosha reserves the right to define those periods when pruning will not be permitted by the Contractor. Unless otherwise authorized by the City, failure of the Contractor to comply with the approved pruning schedule shall be sufficient cause to give notice that the Contractor is in default of the contract, and terminate said contract.

WORK HOURS. The Contractor will schedule work between the hours of 7:00 A.M. And 6:00 P.M., Monday through Saturday, unless authorized by the City to do otherwise.

SUPERVISION. The Contractor shall be under the direct supervision of the City or its authorized representatives. Contractor shall consult the Kenosha Park Division ("KPD") concerning details and scheduling of all work. Contractor must have a responsible person in charge of work at all times to whom the KPD may issue directives, who shall accept and act upon such directives. A name, phone number and address must be made available to KPD of Contractor's responsible person(s). If any incidents occur that will impact any day's work, KPD must be contacted as soon as possible.

INSPECTIONS. The Contractor shall call KPD at 653-4080 between 7:00 A.M. and 8:00 A.M. on the morning of each day work will be performed to inform KPD of locations for that day's work. KPD may conduct inspections of Contractor's work at any time without notification.

PUBLIC RELATIONS. KPD has notified abutting property owners of anticipated work using the "Work Notification Form".

KPD shall provide a supply of informative leaflets at no cost to Contractor who will distribute them to each abutting property owner and place them at each building in front of which work will occur. Contractor shall answer any questions from citizens concerning the project. Anyone asking a question that the Contractor cannot answer will be referred to KPD at 653-4080.

SAFETY. Work will conform to the most recent revision of American National Standards Institute Standard Z-133.1-2006 (Safety Requirements for Pruning, Trimming, Repairing, Maintaining, Removing Trees and for Cutting Brush). A copy of these standards is on file at the office of KPD and is made a part of the Contract by this reference. Contractor is responsible for contacting Digger's Hotline (1-800-242-8511) and making sure the sites are marked prior to any stump removal.

DISCONTINUANCE OF WORK. The Contractor shall immediately cease any practice obviously hazardous, as determined by the City, upon receipt of either written or oral notice from the Director of Parks and Forestry, or his designee,

TREE PRUNING. The purpose of the Tree Pruning Contract is to make trees in the lawn park areas in compliance with Section 34.05 D. of the Code of General Ordinances for the City of Kenosha, Wisconsin.

All pruning shall be done in accordance with the American National Standards Institute (ANSI) Standard A300-2001.

Trees shall be pruned in such a manner as to preserve their health and maintain a natural shape. Pruning shall consist of the removal of the lower branches of a tree to provide clearance for both vehicular and pedestrian traffic. No more than one-fourth (1/4th) of the foliage on a mature tree shall be removed within a growing season. Trees planted within any lawn park or public right-of-way areas that are subject to vehicular traffic shall be pruned so that any branches or foliage projecting over such areas provide a clearance of not less than thirteen and one-half (13.5') feet from the pavement. Any branches or foliage projecting over any public right-of-way areas that are subject to pedestrian or bicycle traffic shall be pruned so that any branches or foliage projecting over such areas provide a clearance of not less than eight and one-half (8.5') feet from the pavement or ground.

Not every tree within the 2009 Pruning Contract area will require maintenance pruning. Bypass and note trees do not require Contract pruning.

CLEANUP. All debris from tree pruning shall be cleaned up each day before the work crew leaves the site, unless permission is given by the City to do otherwise. It shall be the responsibility of the Contractor to remove and dispose in a proper and acceptable manner all logs, rush and debris resulting from tree pruning operations. Failure to do so will generate a penalty equal to the cost of cleanup by KPD.

TRAFFIC CONTROL. Traffic control is the total responsibility of Contractor and must be coordinated with the Public Safety Dispatcher (656-1234). Contractor is responsible for posting the streets where work is to be performed twenty-four (24) hours prior to the work's

commencement. If it becomes necessary to tow parked vehicles, the Contractor shall coordinate towing with KPD.

COORDINATION OF WORK. Separate crews may work on separate streets if the streets are close to one another. Each crew must complete work on each particular block before moving to another block unless KPD gives permission to do otherwise.

WORKING IN PROXIMITY TO ELECTRICAL HAZARDS. A close inspection shall be made by the tree worker and his supervisor to determine whether an electrical conductor passes through a tree or passes within reach distance of the tree worker before climbing, entering or working around any tree.

Only a qualified line-clearance tree trimmer or qualified line-clearance tree trimmer trainee shall be assigned to the work if it is determined that an electrical hazard exists. A trainee shall be under the direct supervision of qualified personnel. A qualified line-clearance tree trimmer is a tree worker who, through related training and on-the-job experience, is familiar with the special techniques and hazards involved in line clearance. A trainee is a worker regularly assigned to a line-clearance tree trimming crew and undergoing on-the-job training who, in the course of such training, has demonstrated his ability to perform his duties safely at his level of training. (OSHA Standard 29CFR1910.)

There shall be a second qualified line-clearance tree trimmer or line-clearance tree trimmer trainee within normal voice communication during line-clearing operations aloft when:

- The line-clearance tree trimmer of line-clearance tree trimmer trainee must approach more closely than ten (10') feet (3m) to any conductor or electrical apparatus energized in excess of 750 volts;
- When branches of limbs being removed cannot first be cut (with a pole pruner/pole saw) sufficiently clear of the primary conductors and apparatus so as to avoid contact; or,
- When roping is required to remove branches or limbs from such conductors or apparatus.

All other workers shall maintain a minimum clearance of ten (10') feet (3m) from energized conductors rated 50 kV phase-to-phase or less; for conductors rated over 50 kV phase-to-phase, the minimum clearance shall be ten (10') feet plus 4/10 inches (3m plus 10mm) for each kilovolt over 59 kV.

Ladders, platforms and aerial devices, including insulated aerial devices, shall not be brought in contact with an electrical conductor.

When an aerial lift device contacts an electrical conductor, the truck supporting the aerial device shall be considered as energized, and contact with the truck shall be avoided, except where emergency rescue procedures are being carried out. Emergency rescue should only be attempted by properly trained persons familiar with electrical hazards.

TREE DAMAGE. Climbing iron, spurs or spikes are not be used on trees to be pruned. Any tree damage caused by contractor is to be repaired immediately, and at not additional expense, to the satisfaction of the City. Trees damaged beyond repair, as determined by a qualified arborist, acceptable to the City and the Contractor whose expenses shall be jointly covered by both parties, are to be removed at no expense to the City, with the stump ground to City standards, and replaced by a tree of the size and species designated at no additional expense to the City. The

dollar value of such damaged tree(s), as determined by a qualified arborist, acceptable to the City and Contractor whose expenses shall be jointly covered by both parties, shall be deducted from monies owed the Contractor.

PROTECTION OF OVERHEAD UTILITIES. Tree trimming operations may be conducted in areas where overhead electric, telephone and cable television facilities exist. The Contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to his operations. The Contractor shall make arrangements with the utility for removal of all necessary limbs and branches which may conflict with or create a personal hazard in conducting the operations of this contract. If the Contractor has properly contact the utility in sufficient time to arrange for the required work by the utility, delays encountered by the Contractor in waiting for the utility to complete its work shall not be the responsibility of the Contractor.

EVIDENCE. In all situations involving injury or property damage, Contractor is not to perform further work until photography, police reports and other evidence gathering activities are completed. The Kenosha Park Division will supply guidelines for this situation. Contractor is to make no statement to anyone about which party might be liable for damages or injuries, or what caused any tree to break apart, fall, etc. All such questions shall be directed to the Kenosha Park Division at 653-4080.

PAYMENTS. Payment shall be made monthly, unless otherwise agreed. Payment shall be made within fifteen (15) working days after **CITY** receives an invoice or application for payment with adequate cost breakdown to certify payment due. Payment shall be on a per tree basis. Stump removal and cleanup must be completed.

ASSIGNMENT AND SUBLETTING. No Contract shall be assigned or subcontracted without the written consent of KPD. In no case shall consent relieve the Contractor from Contractor's contractual obligation or change the terms of this Contract. Any assignee or subcontractor approved by KPD shall be required to submit insurance certificates as per the Contract requirements prior to any removals.

CITY OF KENOSHA, WISCONSIN
FINANCE DEPARTMENT
TREE PRUNING
PROPOSAL NO. 02-09

City of Kenosha,
Room 208, 625 - 52nd Street,
Kenosha, Wisconsin 53140-3480.

Finance:

A representative of this organization has reviewed the proposal documents and inspected the trees noted in the Contract Specifications and Special Conditions, or waived said right, and hereby submits the following proposal to prune said trees in accordance with City of Kenosha specifications and special conditions at the following prices, to be firm for sixty (60) days from date of Proposal, subject to Proposal being accepted within that time and a Contract entered into for that price.

Estimated Number of Trees: 4,500

Amount: $14.83 Per Tree

All work will be completed no later that December 31, 2009, subject to liquidated damages of One Hundred ($100.00) Dollars per day in the event of delay where no extension is granted.

City reserves the right to designate more or less trees to be pruned based upon bid price per tree and available budget.

The effective date of the Contract shall be the date of return of executed Contract to Contractor with notice to proceed. The Contractor shall furnish sufficient labor, material, equipment, and supervision to complete the work according to the above time schedule.

Respectfully submitted,

Firm: The Care of Trees

Signature: Kathleen T. Hudson

Title: Vice President

Address: 275 C 12th St.
Wheeling, IL 60090

Phone: 847-459-8400 Fax: 847-459-7469

Cash Discount Terms:

_____% _____Days

Net _____ Days

Date: _____

Optional:

Are you a minority owned business? Yes____ No X

AFFIDAVIT OF ORGANIZATION AND AUTHORITY
AND CAREFUL INSPECTION OF SITE
AND PREPARATION OF PROPOSAL OR BID

STATE OF ~~WISCONSIN~~ Illinois)
:SS.
COUNTY OF Cook)

Kathleen S. Hendricksen, being first duly sworn, on oath, deposes and says that the Bidder on the attached Bid Proposal is organized as indicated below, and that all statements herein are made on behalf of such Bidder, and this deponent is authorized to make them.

[Fill Out Applicable Paragraph]

CORPORATION. The Bidder is a corporation incorporated and existing under the laws of the State of Illinois, and its President is Karl Warnke, its Secretary is David Adante, and it does have a corporate seal.

~~The President is authorized to sign construction contracts and bids for the Company by action of its Board of Directors taken on _____, a certified copy of which is attached hereto. [Strike out this last sentence, if applicable.]~~

LIMITED LIABILITY COMPANY. The Bidder is a limited liability company organized and existing under the laws of the State of _____. Pursuant to its articles of organization, the Bidder may be bound by action of its managing member/members [strike one].

PARTNERSHIP. The Bidder is a partnership consisting of _____, General Partners, doing business under the name of _____.

SOLE PROPRIETOR. The Bidder is an individual; and, if operating under a trade name, such trade name is as follows: _____.

ADDRESS. The business address of the Bidder is as follows:
The Care of Trees
275C 12th St.
Wheeling, IL 60090
Telephone Number: 847-459-8405

STATUTORY SWORN STATEMENT

Kathleen S. Hendricksen, also deposes and states that he/she has examined the Instructions to Bidders, has investigated site conditions; or, in the alternative, has waived such inspection at Bidder's peril, and has carefully prepared the Bid Proposal from the plans and specifications, and checked the same in detail before submitting this proposal or Bid. The undersigned also deposes and states that the statements contained in this Affidavit are true and correct.

[Corporate Seal]

Signed: Kathleen S Hendricks
Typed Name: Kathleen S. Hendricksen
Title: Vice President
Date: 2/18/09

STATE OF ~~WISCONSIN~~ Illinois)
:SS.
COUNTY OF Cook)

Subscribed and sworn to before me this 18 day of February, 2009.

Pamela K. Hendricksen

Notary Public, Cook County, ~~Wisconsin~~ Illinois
My Commission expires/is: _____

OFFICIAL SEAL
PAMELA K HENDRICKSEN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/16/11

FULL AND COMPLETE LIST OF SUBCONTRACTORS AND MAJOR SUPPLIERS

[Where Asbestos Removal is Required, All Subcontractors And Disposal Sites Must Be Listed]

NAME /ADDRESS/PHONE	Class of Work To Be Performed
None	

Note: This list must be approved by the City and cannot be altered after submission without the written consent of the City. Major suppliers are suppliers furnishing over Five Thousand ($5,000.00) Dollars in materials.

CITY OF KENOSHA
REFERENCE SHEET

1. **Name:** Warren Township Hwy. Dept.
   Contact: Gerald Rudd
   Address: 17801 W. Washington St. Gurnee, IL 60031
   Phone: 847-244-1101 x.105 **Fax:** 847-244-1247

2. **Name:** Waukegan Park District
   Contact: Scott MacLean
   Address: 2000 Belvidere St. Waukegan, IL 60085
   Phone: 847-360-4750 **Fax:** 847-244-7435

3. **Name:** Abbott Laboratories
   Contact: David Spittlemeister
   Address: 200 Abbott Park Rd. Abbott Park, IL 600
   Phone: 847-937-2288 **Fax:** 847-938-5718

4. **Name:** Village of Gurnee
   Contact: Jake Balmes
   Address: 1151 Kilbourne Rd. Gurnee, IL 60031
   Phone: 847-623-7672 **Fax:** 847-623-7699

thecareoftrees.
Our business is people and their love for trees

The Care of Trees
275c 12th St
Wheeling, IL 60090

Tel 847.459.8400
Fax 847.459.7469
www.thecareoftrees.com

February 18, 2009

Ms. Carol L. Stancato, Director of Finance
City of Kenosha
Room 208
625 52nd St.
Kenosha, WI 53140-3480

Re: Tree Pruning Proposal No.02-09

To Whom it May Concern:

To the best of its knowledge, The Care of Trees complies with all applicable federal, state and local laws.

As this is a publicly funded project, prevailing wage laws, both Federal and/or state may apply depending upon the nature and scope of the work completed. As this is a tree maintenance contract and no construction is involved, construction wage scales may not be applicable.

Our firm pays a rate of pay to its employees that is prevailing or above for the arboricultural profession. Our bid was predicated upon these current rates. Should we need to follow prevailing wages, the contract will have to be adjusted to reflect any actual additional costs.

Please also be advised that our employees working on tree pruning should we be awarded the contract, has successfully passed the Electrical Hazards Awareness Program run by the Tree Care Industry Association (TCIA).

Sincerely,

Kathleen S. Hendricksen

Kathleen S. Hendricksen
Vice President

37-39

Other Contracts and Agreements
April 20, 2009

VOTE SHEET	Kenosha City Plan Commission	Meeting of April 9, 2009	

Contract of Exchange between the City of Kenosha and the Kenosha County Interfaith Human Concerns Network, Inc., for property at 8032 Sheridan Road and 1701 and 1713 62nd Street, Districts #3 and #8.

ACTION TAKEN	***AYES***	***NOES***
APPROVE	11	0
DENY		
RECEIVE AND FILE		
FORWARD TO	***DATE***	***COPIES***
COMMON COUNCIL	4/20/09	All/20 + 1
FINANCE	4/20/09	1
LEGAL		
PUBLIC WORKS		
PARKS		
WATER UTILITY		

Rich Schroeder
Assistant City Planner

1CPC/2009/Apr9/action-contract-shalom

FACT SHEET Kenosha City Plan Commission	City Plan Division 625 - 52nd Street Kenosha, WI 53140 (262) 653-4030	April 9, 2009	Item 3

Contract of Exchange between the City of Kenosha and the Kenosha County Interfaith Human Concerns Network, Inc., for property at 8043 Sheridan Road and 1701 and 1713 62nd Street, Districts #3 and #8.

LOCATION/SURROUNDINGS:

Site: 8043 Sheridan Road and 1701 and1713 62nd Street
Zoned: IP Institutional Park

NOTIFICATIONS/PROCEDURES:

The aldermen of the districts, Alderman Holland and Alderman Marks, have been notified. This item will also be reviewed by the Finance Committee before final approval by the Common Council.

ANALYSIS:

- The Contract of Exchange is for the City property at 8043 Sheridan Road and the Kenosha County Interfaith Human Concerns Network, Inc. property at 1701 and 1713 62nd Street.
- The City agrees to transfer the Sheridan Road property to the Kenosha County Interfaith Human Concerns Network, Inc. and the Kenosha County Interfaith Human Concerns Network, Inc. agrees to transfer the 62nd Street properties to the City.
- The Kenosha County Interfaith Human Concerns Network, Inc. will use the Sheridan Road property for their food pantry to serve City residents. The City will lease back the 62nd Street property to the Kenosha County Interfaith Human Concerns Network, Inc. until their new building is constructed.

RECOMMENDATION:

A recommendation is made to approve the Contract of Exchange as presented.

Sharon Krewson, Real Estate Agent
1CPC/2009/Apr9/fact-contract-shalom

Jeffrey B. Labahn, Director of City Development

CONTRACT OF EXCHANGE
OF REAL PROPERTY LOCATED AT
8043 SHERIDAN ROAD
FOR REAL PROPERTY LOCATED AT
1701 AND 1713 – 62ND STREET,
KENOSHA, WISCONSIN

By And Between

THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation,

And

KENOSHA COUNTY INTERFAITH HUMAN CONCERNS NETWORK, INC.,
A Wisconsin Not-For-Profit Corporation,

THIS CONTRACT OF EXCHANGE ("Contract") is made by and between **THE CITY OF KENOSHA, WISCONSIN,** (hereinafter referred to as **"CITY"**), a Wisconsin municipal corporation, duly organized and existing under the laws of the State of Wisconsin, and the **KENOSHA COUNTY INTERFAITH HUMAN CONCERNS NETWORK, INC.,** (hereinafter referred to as **"SHALOM CENTER"**), a Wisconsin Not-For-Profit Corporation, duly organized and existing under the laws of the State of Wisconsin. This Contract shall become effective upon approval and execution by the parties. The effective date shall be the date of last execution ("Effective Date").

W I T N E S S E T H:

WHEREAS, CITY presently owns and holds fee simple title to that certain property, more particularly described as 8043 Sheridan Road (hereinafter "the Sheridan Road Property"), located in the City of Kenosha, County of Kenosha, State of Wisconsin, which is illustrated on Exhibit "A", attached hereto and incorporated herein by reference; and,

WHEREAS, SHALOM CENTER presently owns and holds fee simple title to that certain property, more particularly described as 1701 and 1713 – 62nd Street (hereinafter "the 62nd Street Property"), located in the City of Kenosha, County of Kenosha, State of Wisconsin, which is illustrated on Exhibit "B", attached hereto and incorporated herein by reference; and,

WHEREAS, the exchange of the Sheridan Road Property and the 62nd Street Property is beneficial to both parties in order to provide a food pantry to City residents.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and among the undersigned, each being represented by legal counsel, and intending to be legally bound hereby, as follows:

1. Exchange. CITY hereby agrees to transfer the Sheridan Road Property to **SHALOM CENTER**, and **SHALOM CENTER** hereby agrees to the mutual transfers of Property and conveys the 62nd Street Property to **CITY** for and in consideration of, and upon and subject to, the terms, covenants and conditions hereinafter set forth.

2. Conveyance.

a. CITY Conveys to SHALOM CENTER. At the transfer of the Sheridan Road Property, **CITY** shall convey to **SHALOM CENTER**, good, marketable, and insurable title to the Sheridan Road Property located at 8043 Sheridan Road, by delivery of a fully executed and acknowledged Quit Claim Deed ("Deed"), in a customary format by April 30, 2009.

b. SHALOM CENTER Conveys to CITY. At the transfer of the 62nd Street Property, **SHALOM CENTER** shall convey to **CITY**, good, marketable and insurable title to the 62nd Street Property located at 1701 and 1713 – 62nd Street, by delivery of a fully executed and acknowledged Quit Claim Deed ("Deed") in a customary format by April 30, 2009.

3. Title Insurance.

a. CITY To Provide Title Insurance. CITY shall provide **SHALOM CENTER** with a Title Insurance Commitment, issued by a title company licensed in Wisconsin ("Title Company"), pursuant to which the Title Company shall agree to issue to **SHALOM CENTER** a standard ALTA 2009 Owner's Policy of Title Insurance in the amount of Three Hundred Forty Thousand ($340,000.00) Dollars, insuring good and marketable title to the Property (expressly including all appurtenant easements and other appurtenances thereto).

b. SHALOM CENTER To Provide Title Insurance. SHALOM CENTER shall provide **CITY** each other with a Title Insurance Commitment, issued by a title company licensed in Wisconsin ("Title Company"), pursuant to which the Title Company shall agree to issue to **CITY** a standard ALTA 2009 Owner's Policy of Title Insurance in the amount of One Hundred Thirty Thousand ($130,000.00) Dollars, insuring good and marketable title to the Property (expressly including all appurtenant easements and other appurtenances thereto), subject only to the Permitted Exceptions.

4. Conditions Precedent To Transfer.

a. CITY'S Conditions Precedent. With respect to the Property, each and all of the obligations of the **CITY** to **SHALOM CENTER** hereunder are subject, without limitation, to **CITY'S** satisfaction or waiver in writing of each and all of the following conditions precedent to the Closing of the Property on or before the dates therefor set forth below ("**CITY'S** Conditions Precedent").

(1) Title Insurance Commitment. A Title Insurance Commitment for the 62nd Street Property, at the cost and expense of **SHALOM CENTER**, on or before the thirtieth (30th) day after the Effective Date, in the form required under Section 4 hereof, together with a copy of each document to which reference is made in such commitment, all of which (including, but not limited to, the terms, covenants, and conditions of any easements appurtenant to the Property and the status of real estate taxes and levies and proposed or pending special assessments). On or before the thirtieth (30th) day after the Effective Date, **CITY** shall, in writing, accept the Title Insurance Commitment or reject the Title Insurance Commitment if not satisfactory to **CITY**.

(2) Lease Agreement. A fully executed Lease Agreement between the **SHALOM CENTER** and the **CITY**, whereby the **SHALOM CENTER** agrees to lease back to the **CITY**, the storage garage located on the Sheridan Road property.

(3) Waiver of Conditions Precedent. In the event that the **CITY'S** Conditions Precedent set forth above are not satisfied on or before the dates for the respective **CITY'S** Conditions Precedent set forth above and **CITY** does not elect to waive such **CITY'S** Conditions Precedent, **CITY** shall immediately deliver written notice to **SHALOM CENTER** identifying the **CITY'S** Conditions Precedent that have not been satisfied or waived ("Objection Notice").

SHALOM CENTER will then have a period of twenty (20) days from the receipt of such Objection Notice in which **SHALOM CENTER** may cure the problems that prevent the **CITY'S** Conditions Precedent from being satisfied. Upon **SHALOM CENTER'S** cure of such problems to the reasonable satisfaction of **CITY**, such **CITY'S** Conditions Precedent shall be deemed to be satisfied. If no Objection Notice is given during the time period specified above, then the **CITY'S** Conditions Precedent shall be deemed waived.

b. SHALOM CENTER'S Condition Precedent. Each and all of the obligations of **SHALOM CENTER** to **CITY** hereunder are subject, without limitation, to **SHALOM CENTER'S** satisfaction or waiver in writing of each and all of the following Conditions Precedent to the Closing of the Property on or before the dates therefor set forth below ("**SHALOM CENTER'S** Conditions Precedent").

(1) Title Insurance Commitment. A Title Insurance Commitment for the 62nd Street Property, at the cost and expense of **CITY**, on or before the thirtieth (30th) day after the Effective Date, in the form required under Section 4 hereof, together with a copy of each document to which reference is made in such commitment, all of which (including, but not limited to, the terms, covenants, and conditions of any easements appurtenant to the Property and the status of real estate taxes and levies and proposed or pending special assessments). On or before the thirtieth (30th) day after the Effective Date, **SHALOM CENTER** shall, in writing, accept the Title Insurance Commitment or reject the Title Insurance Commitment if not satisfactory to **SHALOM CENTER**.

(2) Lease Agreement. A fully executed Lease Agreement between the **CITY** and the **SHALOM CENTER**, whereby the **CITY** agrees to lease back to the **SHALOM CENTER** the 62nd Street Property located at 1701 and 1713 – 62nd Street.

(3) Waiver of Conditions Precedent. In the event that the **SHALOM CENTER'S** Conditions Precedent set forth above are not satisfied on or before the dates for the respective **SHALOM CENTER'S** Conditions Precedent set forth above and **SHALOM CENTER** does not elect to waive such **SHALOM CENTER'S** Conditions Precedent, **SHALOM CENTER** shall immediately deliver written notice to **CITY** identifying the **SHALOM CENTER'S** Conditions Precedent that have not been satisfied or waived ("Objection Notice"). **CITY** will then have a period of twenty (20) days from the receipt of such Objection Notice in which **CITY** may cure the problems that prevent the **SHALOM CENTER'S** Conditions Precedent from being satisfied. Upon **CITY'S** cure of such problems to the reasonable satisfaction of **SHALOM CENTER**, such **SHALOM CENTER'S** Conditions Precedent shall be deemed to be satisfied. If no Objection Notice is given during the time period specified above, then the **SHALOM CENTER'S** Conditions Precedent shall be deemed waived.

5. Transfer of Property.

a. The 62nd Street Property. The Transfer of the 62nd Street Property from **SHALOM CENTER** to **CITY** shall occur on or before **April 30, 2009.**

b. The Sheridan Road Property. The Transfer of the Sheridan Road Property from **CITY** to **SHALOM CENTER** shall occur on or before **April 30, 2009.**

6. SHALOM CENTER'S Representations and Warranties. SHALOM CENTER hereby represents and warrants to **CITY** as follows, each of which representations and warranties shall survive the Transfer on the Property.

a. SHALOM CENTER Matters. SHALOM CENTER is duly organized, validly existing, and in good standing under the laws of the State of Wisconsin, with full right, power, and authority to enter into this Contract and to perform all obligations of **SHALOM CENTER**

hereunder. This Contract, the Deed, and all other documents to be executed and delivered by **SHALOM CENTER** in connection with the transaction contemplated hereby, do and shall constitute the valid and legally binding agreements of **SHALOM CENTER**, enforceable in accordance with their respective terms. Neither the consummation of the transaction contemplated hereby, nor the compliance by **SHALOM CENTER** with the terms hereof, will result in a breach of any term or condition of or constitute a default under the terms of any instrument or agreement to which **SHALOM CENTER** is a party, or by which **SHALOM CENTER** may be bound, nor will the same result in any violation of any applicable statute, law, ordinance, judgment, order, rule or regulation. There are no suits filed or claims made, pending or threatened against **SHALOM CENTER** or the Property that in any way jeopardize the ability of **SHALOM CENTER** to perform its obligations hereunder. **SHALOM CENTER** has not filed any petition, nor has any petition been filed against **SHALOM CENTER**, in bankruptcy or insolvency or for reorganization or for the appointment of a receiver, custodian, or trustee or for the arrangement of debts, nor is **SHALOM CENTER** or the Property the subject of any such action. **SHALOM CENTER** is not insolvent, nor will it be rendered insolvent, by consummation of the transaction contemplated hereby.

b. Violations. **SHALOM CENTER** agrees to indemnify and hold **CITY** harmless from and against any and all liability, loss, cost, or expense arising in connection with any matter which is not as so represented and warranted, and **CITY** shall not have the duty to accept the Property if it has reason to believe that any of such representations and warranties are not true, accurate, and complete on and as of the Transfer.

7. CITY'S Representations and Warranties. **CITY** hereby represents and warrants to **SHALOM CENTER** as follows, each of which representations and warranties shall survive the Transfer:

a. CITY Matters. **CITY** is duly organized, validly existing, and in good standing under the laws of the State of Wisconsin, with the full right, power, and authority to enter into this Contract and to perform all obligations of **CITY** hereunder. This Contract and all other documents to be executed and delivered by **CITY** in connection with the transaction contemplated hereby do and shall constitute the valid and legally binding agreements of **CITY**, enforceable in accordance with their respective terms. Neither the consummation of the transaction contemplated hereby nor the compliance by **CITY** with the terms hereof will result in a breach of any term or condition of or constitute a default under the terms of any instrument or agreement to which **CITY** is a party or by which **CITY** may be bound, nor will the same result in any violation of any applicable statute, law, ordinance, judgment, order, rule, or regulation. There are no suits filed or claims made, pending, or threatened against **CITY** that in any way jeopardize the ability of **CITY** to perform its obligations hereunder. **CITY** has not filed any petition, nor has any petition been filed against **CITY**, in bankruptcy or insolvency or for reorganization or for the appointment of a receiver, custodian, or trustee or for the arrangement of debts, nor is **CITY** the subject of any such action. **CITY** is not insolvent nor will it be rendered insolvent by consummation of the transaction contemplated hereby.

b. Violations. **CITY** agrees to indemnify and hold **SHALOM CENTER** harmless from and against any and all liability, loss, cost or expense arising in connection with any matter which is not as so represented and warranted, and **SHALOM CENTER** shall not have the duty to accept Property if it has reason to believe that any of such representations and warranties are not true, accurate, and complete on and as of the Transfer.

8. SHALOM CENTER'S Agreements. **SHALOM CENTER** hereby agrees as

follows, each of which agreements shall survive the Transfer.

a. Satisfaction of Contingencies. SHALOM CENTER shall use reasonable best efforts to satisfy the **SHALOM CENTER'S** Conditions Precedent contained in Section 4.

b. Closing Documents. SHALOM CENTER shall enter into and deliver to **CITY** at the Transfer of the Property the following documents:

(1) Deed. The Quit Claim Deed to the Property as more fully provided in Section 2.

(2) FIRPTA Affidavit. An affidavit pursuant to Section 1445 of the Internal Revenue Code certifying that **SHALOM CENTER** is not a foreign person or entity as defined in such Internal Revenue Code section. If **SHALOM CENTER** is a foreign entity, **CITY** may request such amount from the **SHALOM CENTER** as is required by such Internal Revenue Code section.

(3) Transfer Tax Returns or Similar Forms. Transfer tax returns or other similar forms as are required by Wisconsin law.

(4) Affidavits and Other Certifications. Affidavits and other certifications as may be reasonably requested by **CITY** or the Title Company insuring title to more fully vest title to the Property in **CITY** and to permit the Title Company to issue its title insurance policy free in accordance with Section 3.

(5) Closing Statement. Closing Statement setting forth all debits and credits to **CITY** and **SHALOM CENTER** in connection with the Transfer of the Property.

(6) Form 1099-S. Form 1099-S which may be submitted to the Internal Revenue Service to report **SHALOM CENTER'S** Transfer of the Property.

(7) Reconfirmation. Reconfirmation of its warranties and representations set forth in Section 6.

9. CITY'S Agreements. CITY hereby agrees as follows, each of which agreements shall survive the Closing:

a. Satisfaction of Contingencies. CITY shall use reasonable best efforts to satisfy the **CITY'S** Conditions Precedent contained in Section 4.

b. Closing Documents. At the Transfer, **CITY** shall deliver the following to **SHALOM CENTER**: Closing Statement setting forth the debits and credits to **CITY** and **SHALOM CENTER** in connection with the Transfer of the Property.

10. Legal Possession. Legal possession of the Properties shall be delivered at the Transfer on or before April 30, 2009. Physical occupancy of the Properties shall be delivered pursuant to the terms of Leases incorporated herein as Exhibits "C" and "D".

11. Indemnification.

a. CITY. CITY shall indemnify and hold **SHALOM CENTER** harmless from and against all suits, causes of action, damages, liabilities or other obligations, (together with all costs, expenses and disbursements of any nature incurred by **SHALOM CENTER),** resulting from any warranties and representations made hereunder being false, **CITY** failing to comply with any of its agreements, the negligence of **CITY** or its agents, employees or consultants relating to **CITY'S** due diligence activities or any conditions on Property created by **CITY.**

b. SHALOM CENTER. SHALOM CENTER shall indemnify and hold **CITY**

harmless from and against all suits, causes of action, damages, liabilities or other obligations (together with all costs, expenses and disbursements of any nature incurred by **CITY**), resulting from any warranties and representations made hereunder being false or **SHALOM CENTER** failing to comply with any of its agreements.

12. Notices. All notices and other communications required or permitted hereunder shall be in writing and by personal service, mailed in the United States mail, postage prepaid, certified mail, or overnight courier, addressed to **CITY** or **SHALOM CENTER**, as the case may be, at the address therefor set forth below, or at such other address as either party shall hereafter designate by like notice, which notices shall be deemed to have been given on the date received:

If to **CITY**, then to:	City Clerk/Treasurer/Assessor, Municipal Building, Room 105, 625 - 52nd Street, Kenosha, Wisconsin 53140;
with a copy to:	City Attorney, Municipal Building, Room 201, 625 - 52nd Street, Kenosha, Wisconsin 53140.
If to **SHALOM CENTER**, then to:	Executive Director and Co-Chairman of the Board, Kenosha County Interfaith Human Concerns Network, 1713 – 62nd Street, Kenosha, Wisconsin 53143;
with a copy to:	Attorney Thomas P. Aiello 1108 56th Street Kenosha, Wisconsin 53140

13. Modification. Neither this Contract nor any term or condition hereof may be modified or amended, except by an agreement in writing, executed and delivered by the party against whom enforcement of such modification or amendment is sought.

14. Successors; Assigns. This Contract and all of the terms and conditions hereof, and of the various instruments executed and delivered pursuant hereto shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. **SHALOM CENTER** may not assign this Contract without the prior written consent of **CITY**.

15. Headings. The headings of the sections and subsections of this Contract are for purposes of convenience only and shall in no way affect the construction of any of the terms or conditions hereof.

16. Time Is of the Essence. CITY and **SHALOM CENTER** agree that time is of the essence with respect to all dates set forth in this Contract.

17. Choice of Law and Forum. CITY and **SHALOM CENTER** agree that Wisconsin law will apply to this Contract and all disputes will be adjudicated in State Circuit

Court in Kenosha County, Wisconsin.

18. Force Majeure. Neither party shall be liable for any failure of performance hereunder (excluding the failure to make payments when due) due to causes beyond its reasonable control and despite its reasonable efforts, including, without limitation, acts of God, fire, flood, strikes, lockouts, civil disturbance, order of any government, court or regulatory body claiming jurisdiction, act of public enemy, war, riot, sabotage, blockage, embargo, or material shortage, tornado or other natural disaster. In the case of the occurrence of an event of force majeure, the dates and schedules specified hereunder shall be suspended until such event can be remedied.

19. Exhibits. The following Exhibits are attached hereto and incorporated herein by reference:

a. Exhibit "A" - General Property Description – 8043 Sheridan Road

b. Exhibit "B" – General Property Description – 1701 and 1712 – 62nd Street.

c. Exhibit "C" – Lease Agreement – 8043 – Sheridan Road.

d. Exhibit "D" – Lease Agreement – 1701 and 1713 – 62nd Street.

20. Effective Date. This Contract shall be in effect upon approval and execution by **SHALOM CENTER** and **CITY**.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers, sealed, and delivered as of the day and year first above written.

KENOSHA COUNTY INTERFAITH
HUMAN CONCERNS, NETWORK,
A Wisconsin Not-For-Profit Corporation

BY:_____
DAN H. MELYON, Executive Director
Date:_____

BY:_____
BRAD WEINSTOCK, Co-Chairman
Date:_____

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2009, **DAN H. MELYON, Executive Director,** and **BRAD WEINSTOCK, Co-Chariman**,of the **KENOSHA**

COUNTY INTERFAITH HUMAN CONCERNS NETWORK, a Wisconsin not-for-profit corporation, to me known to be such Executive Director and Co-Chairman of said Wisconsin not-for-profit corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the Agreement of said corporation, by its authority.

_____

Notary Public, _____ County, WI.
My Commission expires/is:_____

CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation

BY:_____
KEITH G. BOSMAN, Mayor
Date:_____

BY:_____
MICHAEL K. HIGGINS,
City Clerk/Treasurer/Assessor
Date:_____

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2009, **KEITH G. BOSMAN, Mayor,** and **MICHAEL K. HIGGINS, City Clerk/Treasurer/Assessor** of the **CITY OF KENOSHA, WISCONSIN,** Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer/Assessor of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the Agreement of said City, by its authority.

_____

Notary Public, Kenosha County, WI.
My Commission expires/is:_____

APPROVED AS TO FORM:

BY: _____

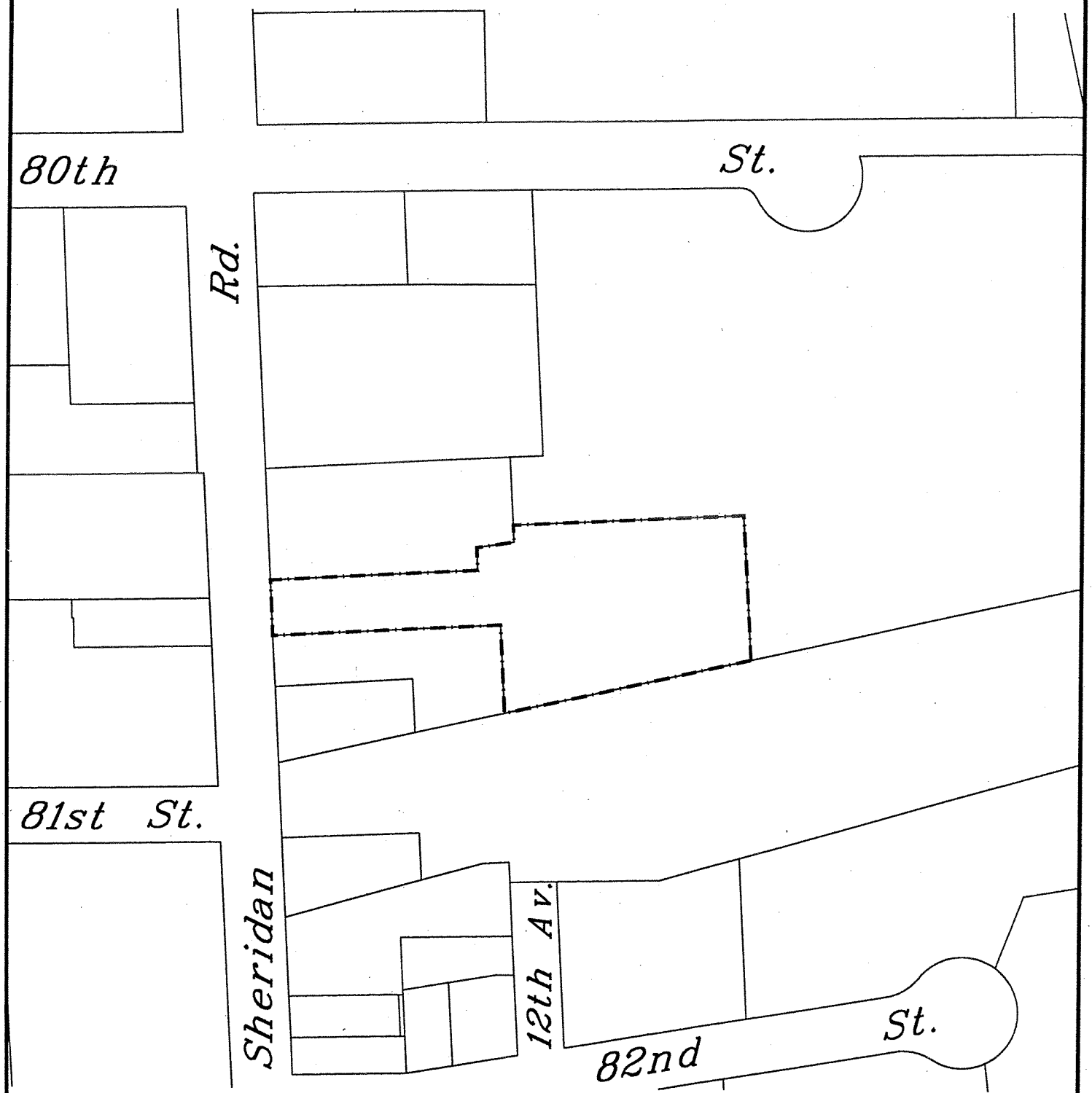
Assistant, City Attorney

Date: 4/9/09

Drafted By:
MATTHEW A. KNIGHT,
Assistant City Attorney

CITY OF KENOSHA
General Location Map
8043 Sheridan Road

EXHIBIT A



Subject Property: 8043 Sheridan Road

DCD ~ City Plan Division ~ JBL ~ SKK ~ 3-30-2009 ~ mc

CITY OF KENOSHA
General Location Map
1701-13 62nd Street

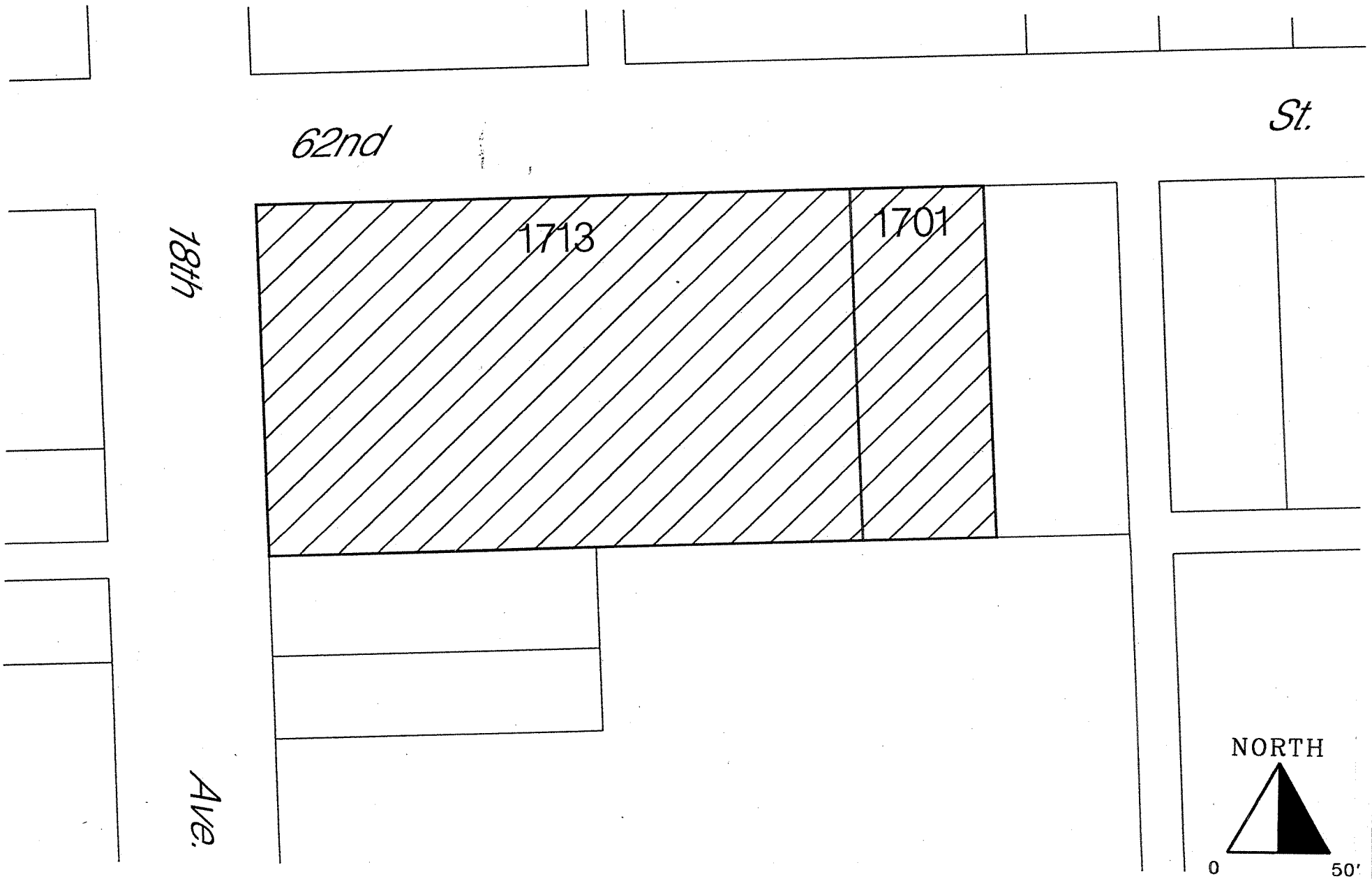


EXHIBIT B

DCD ~ Community Development Division ~ JBL ~ SKK ~ 3-30-2009 ~ mc

EXHIBIT C

LEASE

By And Between

KENOSHA COUNTY INTERFAITH HUMAN CONCERNS NETWORK, INC.,
A Wisconsin Non-Profit Corporation,

And

THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation,

THIS AGREEMENT, Made and entered into by and between the **KENOSHA COUNTY INTERFAITH HUMAN CONCERNS NETWORK, INC.,** a Wisconsin nonprofit corporation organized and existing under the laws of the State of Wisconsin, having its principal office at 1713 - 62nd Street, Kenosha, Wisconsin 53143, hereinafter referred to as **"LESSOR"**, and **CITY OF KENOSHA, WISCONSIN,** a Wisconsin municipal corporation, duly organized and existing under the laws of the State of Wisconsin, having its principal office at 625 – 52nd Street, Kenosha, Wisconsin 53140, hereinafter referred to as **"CITY"**.

W I T N E S S E T H:

WHEREAS, certain parcels of real estate commonly known as 8043 Sheridan Road, [Parcel No. 06-123-07-42-7065], in the City and County of Kenosha, Wisconsin, (**"PREMISES"**), described in Exhibit "A", attached hereto, is currently owned by **LESSOR,** but is the subject of an Agreement dated _____, between **CITY** and **LESSOR** whereby the ownership of the **PREMISES** will be transferred from **LESSOR** to **CITY**; and,

WHEREAS, the transfer of ownership to **LESSOR** will occur at a closing, which closing by the terms of the Agreement dated _____, will occur on or before APRIL 30, 2009 (the **"CLOSING"**); and,

WHEREAS, CITY desires to Lease from **LESSOR** part of the **PREMISES** for the purpose of using the garage located on site as shown on Exhibit "B", attached hereto; 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, **LESSOR** and **CITY** agree as follows:

ARTICLE 1 - PREMISES

1.1 PREMISES. **LESSOR** does hereby lease, let and demise to **CITY** the **PREMISES** for its exclusive use, upon and subject to the terms, covenants and conditions of this Lease.

1.2 CITY WARRANTY AND REPRESENTATIONS. **LESSOR** warrants and represents that, after the **CLOSING**, it will be the lawful owner of the **PREMISES** and has full authority to grant this Lease, and that the **PREMISES** are properly zoned for the uses described herein.

1.3 MEMORANDUM OF LEASE. At the request of either party, each party shall sign a Memorandum of Lease, in recordable form, evidencing the execution and term of this Lease.

1.4 ACCEPTANCE. **CITY** acknowledges that it is well familiar with the condition of the **PREMISES** and accepts the **PREMISES** as suitable for **CITY'S** intended purposes, AS IS, subject to the use limitations and obligations imposed on **CITY** by this Lease.

ARTICLE 2 - TERM

2.1 TERM. This Lease, subject to early termination as hereinafter provided, shall be effective, following approval and execution by the parties, for a term of twenty-five (25) years commencing at such time as **LESSOR** takes possession of the **PREMISES** following the conveyance of title of **PREMISES** by **CITY** to **LESSOR.**

2.2 OPTION TERMS. **CITY** shall have the option to renew this Lease for an additional twenty-five (25) years upon the same terms and conditions contained in this Lease, provided **CITY** gives **LESSOR** written notice of **CITY'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 of this Lease; and provided further that **CITY** 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.

2.3 EARLY TERMINATION.

2.3.1 Material Breach. Either party may terminate this Lease should there be a material breach thereof by the other which is not cured within sixty (60) days following the receipt of written notice describing the material breach and any demand for curative action.

2.3.2 Cessation of Operation. Should **CITY** cease to exist or terminate its operations, or discontinue use of the **PREMISES** for ninety (90) days, excluding any period of construction, remodeling or reconstruction, Lease shall be subject to termination by **LESSOR**, absent a duly authorized and approved release of this provision by **LESSOR**.

2.4 CITY'S RIGHTS UPON LEASE TERMINATION OR EXPIRATION. Upon termination or expiration of this Lease:

2.4.1 Condition. CITY shall deliver possession of the **PREMISES** to **LESSOR** in good condition, ordinary wear and tear excepted.

2.4.2 Improvements. LESSOR shall be entitled to retain all Improvements to **PREMISES** made by **CITY.**

2.4.3 Personal Property. CITY may remove its personal property to which title has not passed to **LESSOR,** upon the condition that it be responsible for any damage to **PREMISES** occurring in the course of such removal.

ARTICLE 3 – RENT

LESSEE shall pay as and for rent the annual sum of One ($1.00) Dollar.

ARTICLE 4 - IMPROVEMENTS

4.1 DEFINITION. "Improvements" shall include construction, reconstruction, alteration, and site modifications. Improvements do not include painting and maintenance.

4.2 AUTHORITY TO CONSTRUCT IMPROVEMENTS. CITY, at its own cost and expense, may design and construct Improvements subject to **LESSOR** approving the plans and specifications therefor. No work shall commence until approval from **LESSOR** is received and appropriate construction permits from the **CITY** are obtained. All Improvements shall comply with the City Zoning Ordinance, Code of General Ordinances and applicable state and

federal laws, rules and regulations.

4.3 CONSTRUCTION INSURANCE REQUIREMENTS. Prior to commencing construction of any Improvements, **CITY** shall procure and submit proof of the following insurance coverages to the City Clerk/Treasurer:

4.3.1 Builder's All Risk Insurance, with **LESSOR** as an additional insured, in the amount of the full value of Improvements insuring against loss or damage during the course of construction, including material delivered, but not attached to the site; and,

4.3.2 Liability Insurance protecting **LESSOR** and **CITY** from claims for death, personal injury or property damage arising during the course of construction of the Improvements, in accordance with coverage requirements specified in this Lease.

4.4 PERFORMANCE BOND. The construction of all Improvements shall be supported by a Performance Bond from the contractor guaranteeing the payment for all labor and materials, and the completion of work in conformance with the construction contract.

4.5 CONSTRUCTION LIENS. CITY, in making Improvements upon **PREMISES**, shall not grant permission for or permit any liens for labor or materials to attach to **PREMISES** without the prior, written consent of **LESSOR**, 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 void such liens, **CITY** shall promptly pay or cause to be paid all undisputed bills for labor and materials. In the event any involuntary lien attaches to **PREMISES, CITY** shall take such steps as shall cause the discharge of such lien within sixty (60) days after the filing thereof, or deposit a like amount in escrow with the **LESSOR** until the lien is discharged. Nothing contained herein shall prohibit **CITY** from financing Improvements subject to a security lien on Improvements. However, **CITY** shall not permit any security lien to attach to the real estate upon which Improvements are situated. Nothing contained herein shall preclude **CITY** or its contractor from, in good faith, defending against claims by labor or material suppliers which it believes unwarranted.

4.6 UNAUTHORIZED IMPROVEMENTS. Should **CITY** make any Improvements

without prior **LESSOR** approval, which are not satisfactory to **LESSOR**, then, upon written notice to do so, **CITY** shall remove the same, or if agreed upon by **LESSOR,** cause the same to be changed, modified or reconstructed to the satisfaction of **LESSOR.** In the event any unauthorized improvement results in an Ordinance violation, **LESSEE** shall also timely pay any forfeitures imposed for such violation(s). Should **CITY** fail to comply with such notice within sixty (60) days of receipt thereof, or should **CITY** commence to comply therewith and fail to pursue such work diligently to completion, **LESSOR** may effect the removal, change, modification or reconstruction thereof, and **CITY** shall pay the cost thereof to **LESSOR**, upon written demand.

4.7 RISK OF LOSS. **CITY** assumes the risk of loss or damage to all of the Improvements, whether preexisting or constructed by **CITY**, and the risk of loss or damage to all property of **LESSOR** arising out of or in connection with the performance of the construction work. In the event of such loss or damage, **LESSOR** shall forthwith repair, replace, restore and/ or reconstruct the construction work and the property of **LESSOR** without cost or expense to **LESSOR.**

4.8 INDEMNITY AND HOLD HARMLESS BY CONTRACTORS. **CITY** shall require its contractors who construct Improvements to indemnify and hold harmless **LESSOR**, and their officers and employees against any and all claims, liability, loss, charges, damages, costs, expenses or attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of any act or omission of **CITY** involving the construction of Improvements by reason of which any person suffers personal injury, death or property loss or damage; provided, however, the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses or attorneys' fees caused or resulting from the acts or omissions of **LESSOR**, or any of their officers or employees.

4.9 INSPECTION. **LESSOR** shall have the right, but not the obligation, through its duly designated representatives, to inspect the construction work, at any and all reasonable

times during the progress thereof, and from time to time, in its discretion, to take samples and perform testing on any part of the construction work, provided the taking of samples and testing shall be conducted so as to minimize interference with the construction work, if such minimization of impact can be accomplished without diminishing the effectiveness or accuracy of the sampling and/or testing.

4.10 NO CONTRACTOR'S RIGHTS AGAINST LESSOR. Nothing contained herein shall grant or be deemed to grant to any contractor, architect, supplier, subcontractor or any other person engaged to perform, design or construct work any right of action or claims against **LESSOR**, its officers and employees with respect to any labor or materials provided in connection with the construction work. Furthermore, nothing contained herein shall create, or be deemed to create, any relationship between **LESSOR** and any such contractor, architect, supplier, subcontractor or any other person engaged in any part of the construction work and **LESSOR** shall not be responsible to any of the foregoing for any payments due or alleged to be due thereto for any work performed or materials supplied in connection with the construction work.

ARTICLE 5 - CARE, MAINTENANCE AND REPAIR OF PREMISES

5.1 CITY'S RESPONSIBILITIES. CITY shall, at all times:

5.1.1 Be responsible for the repair and maintenance of **PREMISES,** including all Improvements and capital repairs therein, whether preexisting or placed thereon by **CITY**, whether such work be ordinary, extraordinary, structural, or otherwise, with the exception of damage intentionally caused or caused by the negligence of the **LESSOR**, all to be performed in a good and workmanlike manner, and in accordance with the provisions of this Lease.

5.1.2 Keep **PREMISES** and Improvements and personal property thereon, in a clean, neat and sanitary condition.

5.1.3 Maintain Improvements and perform all repair work in accordance with relevant Federal, State and local laws, rules and regulations, upon receipt of permits and governmental approvals, where required.

5.2 DEFAULT BY CITY. In the event **CITY** fails to exercise reasonable care for

the maintenance and repair of **PREMISES** or Improvements within the time provided for, or if no time is provided for, within a period of sixty (60) days following receipt of written notice, to do any such work required by this Lease, or in the event **CITY**, upon commencement thereof, fails to diligently continue to complete any such work, **LESSOR** may, at its option, and in addition to any remedies otherwise available to it, enter **PREMISES** and Improvements, without such entering causing or constituting a cancellation of this Lease or an interference with possession of **PREMISES** or Improvements, and care for, maintain or repair all or any part of **PREMISES** or Improvements which are in need of major repair, and do all things reasonably necessary to accomplish the work required, the cost and expense of which shall be payable to **LESSOR** by **CITY**, on demand. Furthermore, should **LESSOR** undertake any work hereunder, **CITY** waives any claims for damages, consequential or otherwise, against **LESSOR** as a result therefrom, except claims for damages arising from the **LESSOR'S** negligence. The foregoing shall in no way affect or alter the continuing obligations of **CITY** as set forth in this Lease and shall not impose or be construed to impose upon **LESSOR** any obligations to care for, maintain or repair **PREMISES** or Improvements.

ARTICLE 6 - ACCESS TO PREMISES

CITY agrees to and shall permit **LESSOR**, State of Wisconsin and the United States Government to send their representatives and employees onto **PREMISES** and any Improvements thereon, for the purpose of an inspection thereof. In nonemergency situations, **CITY** shall be provided with reasonable, advance notice of an inspection if **CITY** is available to receive such notice.

ARTICLE 7 - INGRESS/EGRESS/DRIVEWAY EASEMENT

LESSOR hereby grant **CITY** a nonexclusive common driveway Access Easement to provide unobstructed vehicular and pedestrian ingress and egress to **PREMISES** for the term of Lease Agreement. **LESSOR** shall maintain the common driveway and keep it

open and unobstructed at all times. Snow removal shall be completed within twenty-four (24) hours of the day following a snowfall.

ARTICLE 8 - REGULATORY SIGNS

LESSOR, at no charge, shall permit **CITY** to place such regulatory signs on **PREMISES** as **CITY** shall deem appropriate, at **CITY** cost and expense, but under no condition shall said signs be attached to any building or structure of **LESSOR**, without **LESSOR'S** advance, written permission. **CITY** shall not place or erect any permanent (a sign standing for sixty (60) or more days) signs on or about **PREMISES** and Improvements without the prior, written approval of the **LESSOR**.

ARTICLE 9 - UTILITIES

CITY shall pay for all utilities, including, but not limited to, electric, gas, telephone, cable television, sanitary sewer, water service and stormwater fees that may service the garage. **CITY** requires that all new utility pipes, wires and conduits to be underground. **CITY** 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 and within the **PREMISES**. **LESSOR** shall allow the providers of all utilities reasonable access to and within the boundaries of **PREMISES** for the installation of utility service.

ARTICLE 10 - USE OF PREMISES

10.1 USE OF PREMISES. **CITY** shall have the exclusive use of **PREMISES** for use as a storage garage for the **CITY** Housing Program and other purposes consistent with such use, and for no other purpose. **CITY** may permit other public, not-for-profit, for-profit entities, and individuals to use **PREMISES** for such purposes under a rental agreement, or license or permit arrangement. **CITY** and other users may charge reasonable attendance fees at events.

10.2 CHANGE OF USE. Any use of the **PREMISES**, other than as provided in

this Lease, is prohibited and, if not cured within sixty (60) days following receipt of written notice of the alleged breach by the **CITY**, shall constitute a material breach of this Lease.

ARTICLE 11 - ASSIGNMENT/SUBLEASE

No assignment or sublease, (other as set forth in Section 9.1 above), is permitted. Such an assignment or sublease shall render this Lease null and void.

ARTICLE 12 - GOVERNMENTAL REQUIREMENTS

12.1 LAWS, RULES, REGULATIONS AND ORDERS. CITY agrees to observe and obey any and all applicable Federal, State and local laws, rules and regulations, as they now exist and as they may be enacted or amended in the future, and with every lawful order given by any public officer pursuant thereto, and to require its officers, agents, employees, contractors, and suppliers to observe and obey the same.

12.2 LICENSES, CERTIFICATES AND PERMITS. LESSEE shall procure all licenses, certificates, permits and other authorizations required by any and all governmental authorities, including **LESSOR**, having jurisdiction over **PREMISES,** as improved, or over **LESSEE'S** operations at **PREMISES.**

12.3 TAXES AND FEES. CITY shall pay any and all lawful taxes, license, certification, permit, examination and use fees, and excise taxes, including Real Estate and Personal Property Taxes, from which it is not exempt under State law or City Ordinances, which may be assessed, levied, exacted or imposed on **PREMISES**, as improved, or **CITY'S** operation hereunder, and shall make all applications, reports and returns required in connection therewith.

ARTICLE 13 - QUIET ENJOYMENT

LESSOR covenants and agrees, so long as **CITY** shall duly and punctually perform and observe all the terms and conditions hereof, that **CITY** shall peaceably and quietly have, hold and enjoy **PREMISES**, subject to the right of **LESSOR** to inspect **PREMISES,** and exercise other rights provided and reserved to it herein.

ARTICLE 14 - NATURAL DISASTER

CITY'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 15 - INTERRUPTION IN USE OR ENJOYMENT

LESSOR shall not be liable to **CITY** for money damages arising out of any interruption in **CITY'S** use or enjoyment of **PREMISES** by reason of any damage to **PREMISES** or Improvements, unless such damage is the result of an action by **LESSOR'S** employee or agent performing a duty or task for the **LESSOR**, and, in that event, **LESSOR** shall be liable only for the costs of repair or reconstruction.

ARTICLE 16 - INDEMNITY AND HOLD HARMLESS

Except for damage resulting by intentional and negligent acts of the **LESSOR**, its employees, agents, subcontractors, or principals, **CITY** does hereby agree that it will, at all times, during the **TERM** of this Lease, indemnify and hold harmless **LESSOR,** and their officers and employees against any and all claims, liability, loss, charges, damages, costs, expenses or reasonable attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring, after the effective date of this Lease, on **PREMISES**, as improved, or as a result of any operations, works, acts or omission performed on **PREMISES**, as improved, by **CITY**, its officers, employees, or representatives, or resulting from **CITY'S** failure to perform or observe any of the terms, covenants and conditions of this Lease or resulting from any condition of the **PREMISES** or Improvements thereon which causes any person to suffer personal injury, death or property loss or damage; provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses, or attorneys' fees caused or resulting from the negligent or intentional acts or omissions of **LESSOR**, or any of their officers or employees in which case **LESSOR** will

indemnify and hold harmless **CITY** and its officers, and employees. Upon the filing with **LESSOR** of a claim for damages arising out of any incident(s) which **CITY** herein agrees to indemnify and hold **LESSOR** and others harmless, **LESSOR** shall notify **CITY** of such claim, and in the event that **CITY** does not settle or compromise such claim, then the **CITY** shall undertake the legal defense of such claim both on behalf of **LESSOR** and **CITY.** It is specifically agreed, however, that **LESSOR**, at its own cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against **LESSOR**, or their officers or employees for any cause for which **CITY** is liable hereunder, shall be conclusive against **CITY** as to liability and amount of damages. This provision shall survive Lease expiration or termination to the extent necessary to effectuate its purpose.

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

CITY shall procure and maintain, during the Term of this Lease, insurance policies, as hereinafter specified. 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. **CITY**, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with the foregoing, including the naming of **LESSOR** as "additional insured", and proof of payment of premium to the **LESSOR** or its designated agent

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 **LESSOR** or its designated agent 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, **LESSOR** 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 **LESSOR** or its designated agent throughout the Term of this Lease. **LESSOR** reserves the right to reasonably increase the minimum liability insurance requirement set forth herein upon furnishing sixty (60) days advance, written notice to **CITY**, whenever minimum standards of the **LESSOR** for all insurance policies comparable to those covering **CITY'S** operations hereunder are enacted which adopt or increase the minimum insurance requirements, and **CITY** shall comply with said request, upon being given such advance, written notice thereof, or be considered in material default of this Lease. Should **CITY** fail to furnish, deliver and maintain such insurance coverage as above provided, **LESSOR** may obtain such insurance coverage and charge **CITY** as an additional rental fee, the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of **CITY** to take out and/or maintain the required insurance shall not relieve **CITY** from any liability under this Lease. The insurance requirement shall not be construed to conflict with the obligations of **CITY** in ARTICLE 16 - INDEMNITY AND HOLD HARMLESS.

The following insurance coverages must be in effect and continue in effect during the term(s) of this Lease in not less than the following amounts:

- General Liability Insurance with a minimum limit of One Million ($1,000,000.00) Dollars per occurrence having the following coverages:

  PREMISES;
  Contractual; and,
  Death and Personal Injury.

ARTICLE 20 - NONDISCRIMINATION

CITY agrees that no person shall be subjected to discrimination in the use of **PREMISES**, as improved, contrary to Federal, State or local law, rule or regulation.

ARTICLE 21 - RIGHTS OF ENTRY RESERVED

LESSOR, by its officers, employees, agents, contractors and furnishers of utilities and other services, shall have the right, at its own cost and expense, to maintain existing and install future utility, mechanical, electrical and other systems, and the right to enter upon **PREMISES**, as improved, at all reasonable times to make such repairs, replacements or alterations thereto as may, in the opinion of **LESSOR**, be necessary or advisable, provided, however, that in the exercise of such right, **LESSOR** shall not unreasonably interfere with the use and occupancy of **PREMISES**, as improved, by **CITY**. Should **LESSOR**, in the exercise of such right, damage **PREMISES, LESSOR** shall, at its cost and expense, promptly repair such damage. It is specifically understood and agreed that the reservation of such right by **LESSOR** shall not impose or be construed to impose upon **LESSOR** an obligation to construct, install, repair, replace or alter any utility service lines now or hereafter to be located on **PREMISES** for the purpose of providing utility services to **PREMISES**, as improved.

ARTICLE 22- FAILURE TO OBSERVE TERMS OF LEASE

Other than for the payment of rent due, which shall be governed by Wisconsin Statutes, **CITY** shall have sixty (60) days following its receipt of a written notice from LESSOR describing any breach to cure said breach. **CITY'S** failure to cure a breach shall be a basis for **LESSOR** to terminate this Lease.

ARTICLE 23 - INSURANCE OF IMPROVEMENTS

CITY, at its sole expense, shall procure and maintain throughout the term of this Lease, and any extension thereof, insurance protection on all Improvements existing at the beginning of the Lease term and all Improvements constructed by **CITY** on **PREMISES**, to the

extent of the full replacement value thereof, through insurance companies licensed to do business in the State of Wisconsin. The insurance policy shall provide twenty (20) days advance, written notice of cancellation or material change therein to the **LESSOR** and have a deductible amount not to exceed Twenty-five Thousand ($25,000.00) Dollars per occurrence.

CITY shall provide a Certificate of the required insurance, prior to the commencement of this Lease, or if no insurable Improvements exist at the commencement hereof, prior to the lapse of the Builder's All Risk Insurance Policy. If **CITY** fails to maintain such insurance, **LESSOR**, at its option, may take out such insurance and charge the cost thereof to **CITY**, or may declare this Lease null and void as of the date there was no valid policy of insurance in effect.

Should any Improvements on **PREMISES**, insurable or uninsurable, be damaged to the extent that they are not usable or destroyed, **CITY** shall have the election of repairing or reconstructing the Improvements substantially as they existed immediately prior to such casualty, or in a new or modified design, approved by the **LESSOR**, or not to reconstruct the Improvement. **CITY** shall notify **LESSOR** of its election within one hundred twenty (120) days after the occurrence of the casualty or the adjustment of the claim, whichever is later.

In the event of damage or destruction to Improvements on **PREMISES, LESSOR** shall have no obligation to repair, replace or rebuild the Improvements or any fixtures, equipment or other personal property installed by **CITY** on **PREMISES** pursuant to this Lease. Nothing contained herein shall be deemed to release **CITY** from any of their repair, maintenance or rebuilding obligations under this Lease.

If **CITY** shall not elect to repair, replace or rebuild the damaged Improvements, **CITY** shall, at its own cost and expense, remove all debris resulting from the damage, including foundations, footings, pavements, etc., to a depth of one (1') foot below the grade thereof and restore the surface to a level condition at its original (pre-Lease) elevation. Upon completion of

such debris removal and restoration, this Lease shall terminate, and **CITY'S** and **LESSOR'S** unaccrued obligations hereunder shall cease. If **CITY** does not elect to repair, replace or rebuild the damaged Improvements within the abovementioned one hundred twenty (120) day period of time, **CITY** shall have been deemed to elect not to repair, replace or rebuild the damaged Improvements, and **LESSOR** may elect to restore **PREMISES** to their original condition on the date the Lease term commences, at the cost and expense of **CITY,** and this Lease shall be deemed terminated.

CITY, for its own protection, may, and is urged to, separately insure any of its fixtures, equipment and personal property.

ARTICLE 24 - 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 25 - CONSTRUCTION - SEVERABILITY

This Lease shall be construed under the laws of the State of Wisconsin. Any covenant, condition, or provision herein contained that is held to be invalid by a Court of competent jurisdiction shall be considered deleted from this Lease, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so long as such deletion does not materially prejudice **CITY** or **LESSOR** 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 26 - TIME OF THE ESSENCE

Time is of the essence with respect to each and every provision of this Lease.

ARTICLE 27 - APPROVALS

LESSOR and **CITY** approvals required hereunder shall not be unduly delayed or

unreasonably withheld.

ARTICLE 28 – NOTICE

Any notice required to be given in this Lease by any of the parties is to be by Certified Mail, with return receipt, or equivalent private delivery service, or by personal service. Notice to **LESSOR** shall be sent, delivered to or served upon the Executive Director and the Chairman of the Board of Directors of **LESSOR** at 1713 - 62nd Street, Kenosha, Wisconsin 53143. Notice to **CITY** shall be sent, delivered to or served upon the City Clerk/Treasurer, at 625 - 52nd Street, Kenosha, Wisconsin 53140, with copies to the City Administrator, Room 300, 625 – 52nd Street, Kenosha, Wisconsin 53140, and the City Attorney, Room 201, 625 – 52nd Street, Kenosha, Wisconsin 53140. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail or private delivery service. Either party may designate a different address by delivering, sending or serving written notice of such change of address upon the other party.

ARTICLE 29 – ENTIRE AGREEMENT

This Lease (including all exhibits or attachments hereto) constitutes the entire agreement between the parties with respect to all matters, activities and obligations contemplated herein, and shall supersede and control any and all other prior to contemporaneous agreements, understandings, representations and statements, whether written or oral.

ARTICLE 30 – AGREEMENT NEGOTIATED AND DRAFTED BY ALL PARTIES

This Lease has been the subject of mutual negotiations between the parties and their respective counsel. This Lease has been and shall be construed to have been jointly drafted by the parties in order to preclude the application of any rule of construction against a party's interest as the sole drafter of this Lease.

ARTICLE 31 - AUTHORITY

CITY enters into this Lease by authorization of action taken by the Common Council on the _____ day of _____, 2009.

LESSOR enters into this Lease by authorization of action taken by its Board of Directors on the _____ day of _____, 2009, and represents to **CITY** that all acts which are a condition precedent to its entering into this Lease have timely taken place, and that **LESSOR**, under State laws, is able to comply with the terms and conditions of this Lease.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Lease on the dates below given.

KENOSHA COUNTY INTERFAITH
HUMAN CONCERNS NETWORK, INC.,
A Wisconsin Non-Profit Corporation

BY:_____
DAN H. MELYON, Executive Director
Date:_____

BY:_____
BRAD WEINSTOCK, Co-Chairman
Date:_____

STATE OF WISCONSIN)
: SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2009, **DAN H. MELYON, Executive Director** and **BRAD WEINSTOCK, Co-Chairman of the Board of Directors,** of **KENOSHA COUNTY INTERFAITH HUMAN CONCERNS NETWORK, INC.,** a Wisconsin nonprofit corporation, to me known to be such Executive Director and Co-Chair of said Board of Directors, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said nonprofit corporation, by its authority.

_____
_____
Notary Public, Kenosha County, WI.
My Commission expires/is:_____

CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation

BY:_____
KEITH G. BOSMAN, Mayor
Date:_____

BY:_____
MICHAEL K. HIGGINS,
City Clerk/Treasurer/Assessor
Date:_____

STATE OF WISCONSIN)
: SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2009, **KEITH G. BOSMAN, Mayor,** and **MICHAEL K. HIGGINS, City Clerk/Treasurer/Assessor**, of the **CITY OF KENOSHA, WISCONSIN,** a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer/Assessor of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said City, by its authority.

_____
_____
Notary Public, Kenosha County, WI.
My Commission expires/is:_____

Drafted By:
MATTHEW A. KNIGHT,
Assistant City Attorney

EXHIBIT A

8043 SHERIDAN ROAD
LEGAL DESCRIPTION

Part of the Southeast Quarter of Section 7, Township 1 North , Range 23 East of the Fourth Principal Meridian lying and being in the City of Kenosha, Kenosha County, Wisconsin, more particularly described as follows:

Commencing at the northwest corner of said quarter section; thence S2°1'40"E along and upon the west line of said quarter section a distance of 448.5 feet to the Point of the Beginning: thence N87°58'20"E at a right angle to said west line, 225.0 feet; thence N2°1'40"W parallel to said west line, 24.34 feet; thence N81°47'50"E, 40.21 feet; thence N2°1'40"W parallel to said west line, 17.83 feet; thence N87°58'20"E at a right angle to said west line, 249.1 feet; thence S2°1'40"E parallel to said west line,154.93 feet; thence S78°13'4"W, 271.0 feet; thence N2°1'40"W parallel to said west line, 95.57 feet; thence S87°41'30"W, 247.0 feet to the west line of said quarter section; thence N2°1'40"W along and upon said west line 60 feet to the Point of the Beginning; containing 1.433 Acres of land, more or less.

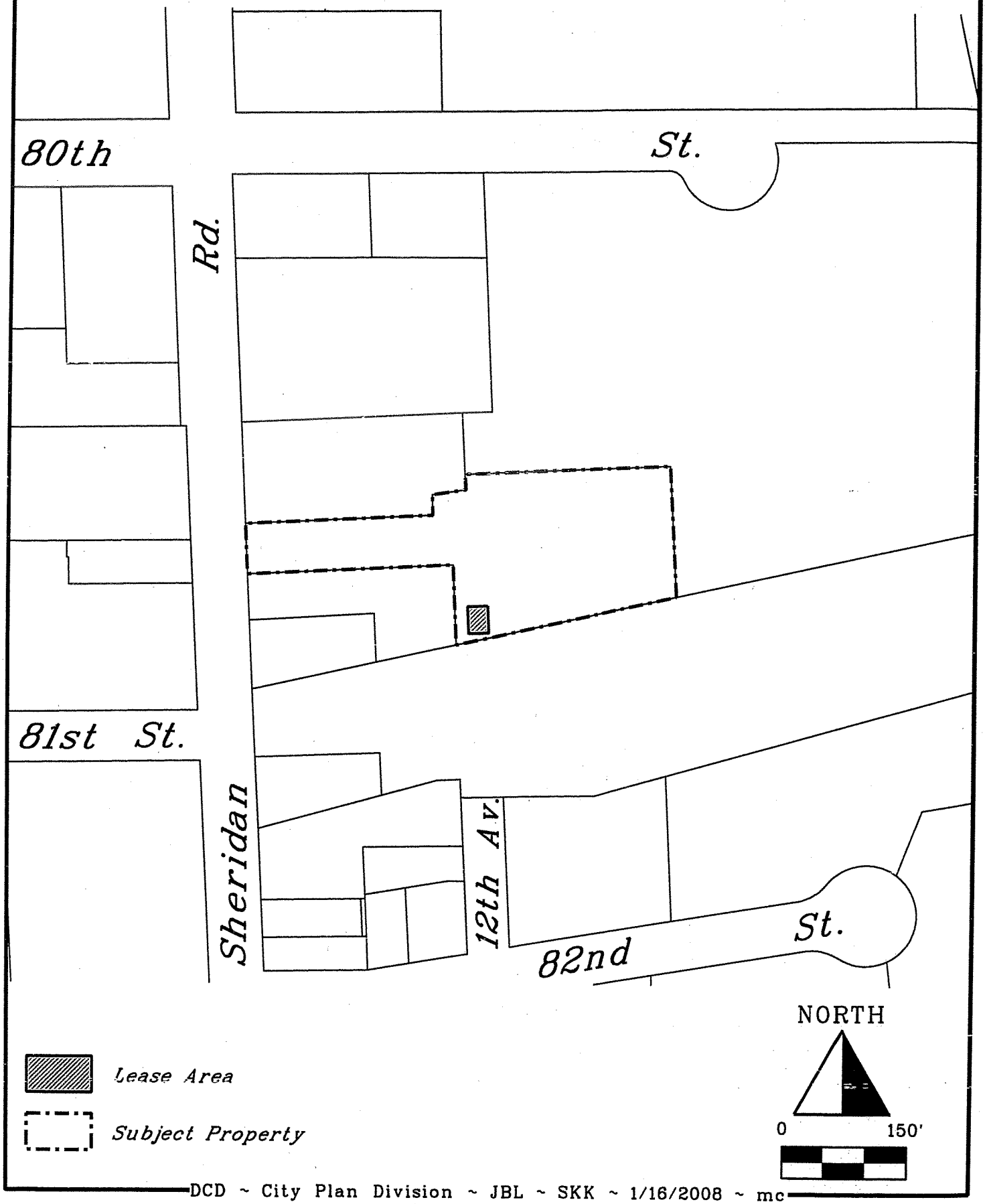
The above described being land shown as "PARCEL ONE" on a May 5, 1995, PLAT OF SURVEY – LOT LINE ADJUSTMENT by Wisconsin Registered Land Surveyor Kenneth L. Kanyuh and filed with the Kenosha County Land Information Office.

1CPC/2009/Apr9/legal-8043 Sher Rd
By: MC/DCD
04/01/09

CITY OF KENOSHA

General Location Map
8043 Sheridan Road

EXHIBIT B



DCD ~ City Plan Division ~ JBL ~ SKK ~ 1/16/2008 ~ mc

EXHIBIT D

LEASE

By And Between

THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation,

And

KENOSHA COUNTY INTERFAITH HUMAN CONCERNS NETWORK, INC.,
A Wisconsin Non-Profit Corporation,
1713 – 62nd Street,
Kenosha, Wisconsin 53143

THIS AGREEMENT, Made and entered into by and between the **CITY OF KENOSHA, WISCONSIN,** a Wisconsin municipal corporation, duly organized and existing under the laws of the State of Wisconsin, having its principal office at 625 – 52nd Street, Kenosha, Wisconsin 53140, hereinafter referred to as **"CITY"**, and **KENOSHA COUNTY INTERFAITH HUMAN CONCERNS NETWORK, INC.,** a Wisconsin nonprofit corporation organized and existing under the laws of the State of Wisconsin, having its principal office at 1713 - 62nd Street, Kenosha, Wisconsin 53143, hereinafter referred to as **"LESSEE"**.

W I T N E S S E T H:

WHEREAS, certain parcels of real estate commonly known as 1701 – 62nd Street and 1713 – 62nd Street, in the City and County of Kenosha, Wisconsin, (**"PREMISES"**), described in Exhibit "A", attached hereto, is currently owned by **LESSEE** but is the subject of an Agreement dated _____, 2009 between **CITY** and **LESSEE** whereby the ownership of the **PREMISES** will be transferred from **LESSEE** to **CITY**; and,

WHEREAS, the transfer of ownership to **CITY** will occur at a closing, which closing by the terms of the Agreement dated _____, 2009 will occur on or before APRIL 30, 2009 (the **"CLOSING"**); and,

WHEREAS, LESSEE desires to Lease from **CITY** the **PREMISES** for the purpose of housing the Shalom Center and Programs 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 **LESSEE** agree as follows:

ARTICLE 1 - PREMISES

1.1 PREMISES. **CITY** does hereby lease, let and demise to **LESSEE** the **PREMISES** for its exclusive use, upon and subject to the terms, covenants and conditions of this Lease.

1.2 CITY WARRANTY AND REPRESENTATIONS. **CITY** warrants and represents that, after the **CLOSING**, it will be the lawful owner of the **PREMISES** and has full authority to grant this Lease, and that the **PREMISES** are properly zoned for the uses described herein.

1.3 MEMORANDUM OF LEASE. At the request of either party, each party shall sign a Memorandum of Lease, in recordable form, evidencing the execution and term of this Lease.

1.4 ACCEPTANCE. **LESSEE** acknowledges that it is well familiar with the condition of the **PREMISES** and accepts the **PREMISES** as suitable for **LESSEE'S** intended purposes, AS IS, subject to the use limitations and obligations imposed on **LESSEE** by this Lease.

ARTICLE 2 - TERM

2.1 TERM. This Lease, subject to early termination as hereinafter provided, shall be effective, following approval and execution by the parties, for a term of seven (7) years commencing at such time as **CITY** takes possession of the **PREMISES** following the conveyance of title of **PREMISES** by **LESSEE** to **CITY.**

2.2 OPTION TERMS. **LESSEE** shall have the option to renew this Lease for three (3) additional one year terms upon the same terms and conditions contained in this Lease, provided **LESSEE** gives **CITY** written notice of **LESSEE'S** intention to exercise each option at least ninety (90) days, but no more than one hundred eighty (180) days, prior to the expiration of

the prior term of this Lease; 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.

2.3 EARLY TERMINATION.

2.3.1 Material Breach. Either party may terminate this Lease should there be a material breach thereof by the other which is not cured within sixty (60) days following the receipt of written notice describing the material breach and any demand for curative action.

2.3.2 Cessation of Operation. Should **LESSEE** cease to exist or terminate its operations, or discontinue use of the **PREMISES** for ninety (90) days, excluding any period of construction, remodeling or reconstruction, Lease shall be subject to termination by **CITY**, absent a duly authorized and approved release of this provision by **CITY**.

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 – RENT

LESSEE shall pay as and for rent the annual sum of One ($1.00) Dollar.

ARTICLE 4 - IMPROVEMENTS

4.1 DEFINITION. "Improvements" shall include construction, reconstruction, alteration, and site modifications. Improvements do not include painting and maintenance.

4.2 AUTHORITY TO CONSTRUCT IMPROVEMENTS. LESSEE, at its own

cost and expense, may design and construct Improvements subject to **CITY** approving the plans and specifications therefor. No work shall commence until approval is received and appropriate construction permits from the **CITY** are obtained. All Improvements shall comply with the City Zoning Ordinance, Code of General Ordinances and applicable state and federal laws, rules and regulations.

4.3 CONSTRUCTION INSURANCE REQUIREMENTS. Prior to commencing construction of any Improvements, **LESSEE** shall procure and submit proof of the following insurance coverages to the City Clerk/Treasurer:

a. Builder's All Risk Insurance, with **CITY** as an additional insured, in the amount of the full value of Improvements insuring against loss or damage during the course of construction, including material delivered, but not attached to the site; and,

b. Liability Insurance protecting **LESSEE** and **CITY** from claims for death, personal injury or property damage arising during the course of construction of the Improvements, in accordance with coverage requirements specified in this Lease.

4.4 PERFORMANCE BOND. The construction of all Improvements shall be supported by a Performance Bond from the contractor guaranteeing the payment for all labor and materials, and the completion of work in conformance with the construction contract.

4.5 CONSTRUCTION LIENS. LESSEE, in making Improvements upon **PREMISES**, shall not grant permission for or permit any liens for labor or materials to attach to **PREMISES** 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 void such liens, **LESSEE** shall promptly pay or cause to be paid all undisputed 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 with the City Clerk/Treasurer until the lien is discharged. Nothing contained herein shall prohibit **LESSEE** from financing

Improvements subject to a security lien on Improvements. However, **LESSEE** shall not permit any security lien to attach to the real estate upon which Improvements are situated. Nothing contained herein shall preclude **LESSEE** or its contractor from, in good faith, defending against claims by labor or material suppliers which it believes unwarranted.

4.6 UNAUTHORIZED IMPROVEMENTS. Should **LESSEE** make any Improvements without prior **CITY** approval, which are not satisfactory to **CITY**, then, upon written notice to do so, **LESSEE** shall remove the same, or if agreed upon by **CITY,** cause the same to be changed, modified or reconstructed to the satisfaction of **CITY.** In the event any unauthorized improvement results in an Ordinance violation, **LESSEE** shall also timely pay any forfeitures imposed for such violation(s). Should **LESSEE** fail to comply with such notice within sixty (60) 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 written demand.

4.7 RISK OF LOSS. LESSEE assumes the risk of loss or damage to all of the Improvements, whether preexisting or constructed by **LESSEE**, 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.**

4.8 INDEMNITY AND HOLD HARMLESS BY CONTRACTORS. LESSEE shall require its contractors who construct Improvements to indemnify and hold harmless **CITY**, and their officers and employees against any and all claims, liability, loss, charges, damages, costs, expenses or attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of any act or omission of **LESSEE** involving the construction of Improvements by reason of which any person suffers personal injury, death or property loss or damage; provided, however, the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses or attorneys' fees caused or resulting from the acts or omissions of

CITY, or any of their officers or employees.

4.9 INSPECTION. CITY shall have the right, but not the obligation, through its duly designated representatives, to inspect the construction work, at any and all reasonable times during the progress thereof, and from time to time, in its discretion, to take samples and perform testing on any part of the construction work, provided the taking of samples and testing shall be conducted so as to minimize interference with the construction work, if such minimization of impact can be accomplished without diminishing the effectiveness or accuracy of the sampling and/or testing.

4.10 NO CONTRACTOR'S RIGHTS AGAINST CITY. Nothing contained herein shall grant or be deemed to grant to any contractor, architect, supplier, subcontractor or any other person engaged to perform, design or construct work any right of action or claims against **CITY**, its officers and employees with respect to any labor or materials provided in connection with the construction work. Furthermore, 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 in 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 supplied in connection with the construction work.

ARTICLE 5 -
CARE, MAINTENANCE AND REPAIR OF PREMISES

5.1 LESSEE'S RESPONSIBILITIES. LESSEE shall, at all times:

5.1.1 Be responsible for the repair and maintenance of **PREMISES,** including all Improvements and capital repairs therein, mechanicals and boiler heating system, whether preexisting or placed thereon by **LESSEE**, whether such work be ordinary, extraordinary, structural, or otherwise, with the exception of damage intentionally caused or caused by the negligence of the **CITY**, all to be performed in a good and workmanlike manner, and in accordance with the provisions of this Lease.

5.1.2 Keep **PREMISES** and Improvements and personal property thereon, in a clean, neat and sanitary condition.

5.1.3 Be responsible for grass cutting and snow removal from the **PREMISES**.

5.1.4 Maintain Improvements and perform all repair work in accordance with relevant Federal, State and local laws, rules and regulations, upon receipt of permits and governmental approvals, where required.

5.2 DEFAULT BY LESSEE. In the event **LESSEE** fails to exercise reasonable care for the maintenance and repair of **PREMISES** or Improvements within the time provided for, or if no time is provided for, within a period of sixty (60) days following receipt of written notice, to do any such work required by this Lease, or in the event **LESSEE**, 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** and Improvements, without such entering causing or constituting a cancellation of this Lease or an interference with possession of **PREMISES** or Improvements, and care for, maintain or repair all or any part of **PREMISES** or Improvements which are in need of major repair, 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** 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**, State of Wisconsin and the United States Government to send their representatives and employees onto **PREMISES** and any Improvements thereon, for the purpose of an inspection thereof. In non-emergency situations,

LESSEE shall be provided with reasonable, advance notice of an inspection if **LESSEE** is available to receive such notice.

ARTICLE 7 - REGULATORY SIGNS

LESSEE, at no charge, shall permit **CITY** to place such regulatory signs on **PREMISES** as **CITY** shall deem appropriate, at **CITY** cost and expense, but under no conditions shall said signs be attached to any building or structure of **LESSEE**, without **LESSEE'S** advance, written permission. **LESSEE** shall not place or erect any permanent (a sign standing for sixty (60) or more days) signs on or about **PREMISES** and Improvements without the prior, written approval of the **CITY**.

ARTICLE 8 - UTILITIES

LESSEE shall pay for all utilities, including, but not limited to, electric, gas, telephone, cable television, sanitary sewer, water service and stormwater fees. **CITY** requires that all new 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 and within the **PREMISES**. **CITY** shall allow the providers of all utilities reasonable access to and within the boundaries of **PREMISES** for the installation of utility service.

ARTICLE 9 - USE OF PREMISES

9.1 USE OF PREMISES. LESSEE shall have the exclusive use of **PREMISES** for use as a Shalom Center Program and other purposes consistent with such use, and for no other purpose.

9.2 CHANGE OF USE. Any use of the **PREMISES**, other than as provided in this Lease, is prohibited and, if not cured within sixty (60) days following receipt of written notice of the alleged breach by the **LESSEE**, shall constitute a material breach of this Lease.

ARTICLE 10 - ASSIGNMENT/SUBLEASE

No assignment or sublease is permitted. Such an assignment or sublease shall

render this Lease null and void.

ARTICLE 11 - GOVERNMENTAL REQUIREMENTS

11.1 LAWS, RULES, REGULATIONS AND ORDERS. LESSEE agrees to observe and obey any and all applicable Federal, State and local laws, rules and regulations, as they now exist and as they may be enacted or amended in the future, and with every lawful order given by any public officer pursuant thereto, and to require 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,** as improved, 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, including Real Estate and Personal Property Taxes, from which it is not exempt under State law or City Ordinances, which may be assessed, levied, exacted or imposed on **PREMISES**, as improved, 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. **CITY** shall have no obligation to repair, maintain or replace **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 damage to **PREMISES** or Improvements, unless such damage is the result of an action by a **CITY** employee or agent performing a duty or task for the **CITY**, and, in that event, **CITY** shall be liable only for the costs of repair or reconstruction.

ARTICLE 15 - INDEMNITY AND HOLD HARMLESS

Except for damage resulting by intentional and negligent acts of the **CITY**, its employees, agents, subcontractors, or principals, **LESSEE** does hereby agree that it will, at all times, during the **TERM** and **OPTION TERMS** of this Lease, indemnify and hold harmless **CITY,** and their officers and employees against any and all claims, liability, loss, charges, damages, costs, expenses or reasonable attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring, after the effective date of this Lease, on **PREMISES**, as improved, or as a result of any operations, works, acts or omission performed on **PREMISES**, as improved, by **LESSEE**, its officers, employees, 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 condition of the **PREMISES** or Improvements thereon which causes any person to suffer personal injury, death or property loss or damage; provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses, or attorneys' fees caused or resulting from the negligent or intentional acts or omissions of **CITY**, or any of their officers or employees in which case **CITY** will indemnify and hold harmless **LESSEE** and its officers, and 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. Any judgment, final beyond all possibility of appeal, which may be rendered against **CITY**, or their officers or employees for any cause for which **LESSEE** is liable hereunder, shall be conclusive against **LESSEE** as to liability and amount of damages. This provision shall survive Lease expiration or termination to the extent necessary to effectuate its purpose.

ARTICLE 16 - SANITATION

LESSEE will provide adequate and appropriate containers, including dumpsters, as desired by **LESSEE**, which are not unsightly, for the temporary storage of trash, garbage and refuse, and provide, as necessary, for the regular pickup thereof, at its cost and expense. **LESSEE** shall not permit any unattractive or unsanitary accumulation of trash, garbage, refuse, debris or litter on **PREMISES**. The placing or storing of boxes, cartons, drums, tires, cans, parts or other similar items on or about **PREMISES**, outside of a fully enclosed building or structure, is strictly prohibited. **LESSEE** is responsible for, at its expense, contracting for domestic garbage pickup and disposal services.

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, as hereinafter specified. 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 a Certificate of Insurance indicating compliance with the foregoing, including the naming of **CITY** as "additional insureds", and proof of payment of premium to the City Clerk/Treasurer 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 City Clerk/Treasurer 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, **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 Clerk/Treasurer throughout the Term of this Lease. **CITY** reserves the right to reasonably increase the minimum liability insurance requirement set forth herein upon furnishing sixty (60) days advance, written notice to **LESSEE**, whenever minimum standards of the **CITY** for all insurance policies comparable to those covering **LESSEE'S** operations hereunder are enacted which adopt or increase the minimum insurance requirements, and **LESSEE** shall comply with said request, upon being given such advance, written notice thereof, or be considered in material default of this Lease. Should **LESSEE** fail to furnish, deliver and maintain such insurance coverage as above provided, **CITY** may obtain such insurance coverage and charge **LESSEE** as an additional rental fee, the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of **LESSEE** to take out and/or maintain the required insurance shall not relieve **LESSEE** from any liability under 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 coverages must be in effect and continue in effect during the term(s) of this Lease in not less than the following amounts:

- General Liability Insurance with a minimum limit of Three Million ($3,000,000.00) Dollars per occurrence having the following coverages:

  PREMISES;
  Contractual; and,
  Death and Personal Injury.

ARTICLE 20 - NONDISCRIMINATION

LESSEE agrees that no person shall be subjected to discrimination in the use of **PREMISES**, as improved, contrary to Federal, State or local law, rule or regulation.

ARTICLE 21 - RIGHTS OF ENTRY RESERVED

CITY, by its officers, employees, agents, contractors and furnishers of utilities and other services, shall have the right, at its own cost and expense, to maintain existing and install future utility, mechanical, electrical and other systems, and the right to enter upon **PREMISES**, as improved, at all reasonable times to make such repairs, replacements or alterations thereto as may, in the opinion of **CITY**, be necessary or advisable, provided, however, that in the exercise of such right, **CITY** shall not unreasonably interfere with the use and occupancy of **PREMISES**, as improved, by **LESSEE**. Should **CITY**, in the exercise of such right, damage **PREMISES, CITY** shall, at its cost and expense, promptly repair such damage. It is specifically understood and agreed that the reservation of such right by **CITY** shall not impose or be construed to impose upon **CITY** an obligation to construct, install, repair, replace or alter any utility service lines now or hereafter to be located on **PREMISES** for the purpose of providing utility services to **PREMISES**, as improved.

ARTICLE 22 - TAXES

LESSEE, to the extent not exempt under State law or City Ordinances, shall promptly pay all taxes due and owing, including those on personal property and all special assessments, as may be levied by **CITY** or any other governmental unit.

ARTICLE 23 - FAILURE TO OBSERVE TERMS OF LEASE

Other than for the payment of rent due, which shall be governed by Wisconsin

Statutes, **LESSEE** shall have sixty (60) days following its receipt of a written notice from **CITY** describing any breach to cure said breach. **LESSEE'S** failure to cure a breach shall be a basis for **CITY** to terminate this Lease.

ARTICLE 24 - INSURANCE OF IMPROVEMENTS

LESSEE, at its sole expense, shall procure and maintain throughout the term of this Lease, and any extension thereof, insurance protection on all Improvements existing at the beginning of the Lease term and all Improvements constructed by **LESSEE** on **PREMISES**, to the extent of the full replacement value thereof, through insurance companies licensed to do business in the State of Wisconsin. The insurance policy shall provide twenty (20) days advance, written notice of cancellation or material change therein to the City Clerk/Treasurer and have a deductible amount not to exceed Twenty-five Thousand ($25,000.00) Dollars per occurrence.

LESSEE shall provide a Certificate of the required insurance, prior to the commencement of this Lease, or if no insurable Improvements exist at the commencement hereof, prior to the lapse of the Builder's All Risk Insurance Policy. If **LESSEE** fails to maintain such insurance, **CITY**, at its option, may take out such insurance and charge the cost thereof to **LESSEE**, or may declare this Lease null and void as of the date there was no valid policy of insurance in effect.

Should any Improvements on **PREMISES**, insurable or uninsurable, be damaged to the extent that they are not usable or destroyed, **LESSEE** shall have the election of repairing or reconstructing the Improvements substantially as they existed immediately prior to such casualty, or in a new or modified design, approved by the **CITY**, or not to reconstruct the Improvement. **LESSEE** shall notify **CITY** of its election within one hundred twenty (120) days after the occurrence of the casualty or the adjustment of the claim, whichever is later.

In the event of damage or destruction to Improvements on **PREMISES, CITY** shall have no obligation to repair, replace or rebuild the Improvements or any fixtures,

equipment or other personal property installed by **LESSEE** on **PREMISES** pursuant to this Lease. Nothing contained herein shall be deemed to release **LESSEE** from any of their repair, maintenance or rebuilding obligations under this Lease.

If **LESSEE** shall not elect to repair, replace or rebuild the damaged Improvements, **LESSEE** shall, at its own cost and expense, remove all debris resulting from the damage, including foundations, footings, pavements, etc., to a depth of one (1') foot below the grade thereof and restore the surface to a level condition at its original (pre-Lease) elevation. Upon completion of such debris removal and restoration, this Lease shall terminate, and **LESSEE'S** and **CITY'S** unaccrued obligations hereunder shall cease. If **LESSEE** does not elect to repair, replace or rebuild the damaged Improvements within the abovementioned one hundred twenty (120) day period of time, **LESSEE** shall have been deemed to elect not to repair, replace or rebuild the damaged Improvements, and **CITY** may elect to restore **PREMISES** to their original condition on the date the Lease term commences, at the cost and expense of **LESSEE,** and this Lease shall be deemed terminated.

LESSEE, for its own protection, may, and is urged to, separately insure any of its fixtures, equipment and personal property.

ARTICLE 25 - 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 26 - CONSTRUCTION - SEVERABILITY

This Lease shall be construed under the laws of the State of Wisconsin. Any covenant, condition, or provision herein contained that is held to be invalid by a Court of competent jurisdiction shall be considered deleted from this Lease, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so long as such deletion does not materially prejudice **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 27 - TIME OF THE ESSENCE

Time is of the essence with respect to each and every provision of this Lease.

ARTICLE 28 - APPROVALS

CITY approvals required hereunder shall not be unduly delayed or unreasonably withheld.

ARTICLE 29 – NOTICE

Any notice required to be given in this Lease by any of the parties is to be by Certified Mail, with return receipt, or equivalent private delivery service, or by personal service. Notice to **CITY** shall be sent, delivered to or served upon the City Clerk/Treasurer, at 625 - 52nd Street, Kenosha, Wisconsin 53140, with copies to the City Administrator, Room 300, 625 – 52nd Street, Kenosha, Wisconsin 53140, and the City Attorney, Room 201, 625 – 52nd Street, Kenosha, Wisconsin 53140. Notice to **LESSEE** shall be sent, delivered to or served upon the Executive Director and the Chairman of the Board of Directors of **LESSEE** at 1713 - 62nd Street, Kenosha, Wisconsin 53143. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail or private delivery service. Either party may designate a different address by delivering, sending or serving written notice of such change of address upon the other party.

ARTICLE 30 – ENTIRE AGREEMENT

This Lease (including all exhibits or attachments hereto) constitutes the entire agreement between the parties with respect to all matters, activities and obligations contemplated herein, and shall supersede and control any and all other prior to contemporaneous agreements, understandings, representations and statements, whether written or oral.

ARTICLE 31 –
AGREEMENT NEGOTIATED AND DRAFTED BY ALL PARTIES

This Lease has been the subject of mutual negotiations between the parties and their respective counsel. This Lease has been and shall be construed to have been jointly drafted by the parties in order to preclude the application of any rule of construction against a party's interest as the sole drafter of this Lease.

ARTICLE 32 - AUTHORITY

CITY enters into this Lease by authorization of action taken by the Common Council on the _____ day of _____, 2009.

LESSEE enters into this Lease by authorization of action taken by its Board of Directors on the _____ day of _____, 2009, and represents to **CITY** that all acts which are a condition precedent to its entering into this Lease have timely taken place, and that **LESSEE**, under State laws, is able to comply with the terms and conditions of this Lease.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Lease on the dates below given.

CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation

BY:_____
KEITH G. BOSMAN, Mayor
Date:_____

BY:_____
MICHAEL K. HIGGINS,
City Clerk/Treasurer/Assessor
Date:_____

STATE OF WISCONSIN)
: SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2009, **KEITH G. BOSMAN, Mayor,** and **MICHAEL K. HIGGINS, City Clerk/Treasurer/Assessor**, of the **CITY OF KENOSHA, WISCONSIN,** a Wisconsin municipal corporation, to me known to be such

Mayor and City Clerk/Treasurer/Assessor of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said City, by its authority.

_____

_____
Notary Public, Kenosha County, WI.
My Commission expires/is:_____

KENOSHA COUNTY INTERFAITH
HUMAN CONCERNS NETWORK, INC.,
A Wisconsin Non-Profit Corporation

BY:_____
DAN H. MELYON, Executive Director
Date:_____

BY:_____
BRAD WEINSTOCK , Co-Chairman
Date:_____

STATE OF WISCONSIN)
: SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2009, **DAN H. MELYON, Executive Director** and **BRAD WEINSTOCK Co-Chairman of the Board of Directors,** of **KENOSHA COUNTY INTERFAITH HUMAN CONCERNS NETWORK, INC.,** a Wisconsin nonprofit corporation, to me known to be such Executive Director and Co-Chair of said Board of Directors, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said nonprofit corporation, by its authority.

_____

_____
Notary Public, Kenosha County, WI.
My Commission expires/is:_____

Drafted By:
MATTHEW A. KNIGHT,
Assistant City Attorney

EXHIBIT A

1701 62ND STREET AND 1713 62ND STREET
LEGAL DESCRIPTION

Part of the Northwest Quarter of Section 6, Township 1 North , Range 23 East of the Fourth Principal Meridian lying and being in the City of Kenosha, Kenosha County, Wisconsin, more particularly described as follows:

Lots 2, 3, 4, 5 and 6 of Bond's Subdivision, a subdivision of record and on file in the Kenosha County Land Registry; containing 0.781 Acres of land, more of less.

1CPC/2009/Apr9/legal-1701-1713 62s
By: MC/DCD
04/01/09

VOTE SHEET	Kenosha City Plan Commission	Meeting of April 9, 2009	

Lease Agreement by and between Kenosha County Interfaith Human Concerns Network, Inc., for property at 8043 Sheridan Road, District #3.

ACTION TAKEN	***AYES***	***NOES***
APPROVE	11	0
DENY		
RECEIVE AND FILE		
FORWARD TO	***DATE***	***COPIES***
COMMON COUNCIL	4/20/09	All/20 + 1
FINANCE	4/20/09	1
LEGAL		
PUBLIC WORKS		
PARKS		
WATER UTILITY		

Rich Schroeder
Assistant City Planner

1CPC/2009/Apr9/action-lease-8043

FACT SHEET Kenosha City Plan Commission	City Plan Division 625 - 52nd Street Kenosha, WI 53140 (262) 653-4030	April 9, 2009	Item 5

Lease Agreement by and between the City of Kenosha and the Kenosha County Interfaith Human Concerns Network, Inc., for property at 8043 Sheridan Road, District #3.

LOCATION/SURROUNDINGS:

Site: 8043 Sheridan Road
Zoned: IP Institutional Park

NOTIFICATIONS/PROCEDURES:

The alderman of the district Alderman Holland, have been notified. This item will also be reviewed by the Finance Committee before final approval by the Common Council.

ANALYSIS:

- The Lease Agreement contains information regarding leasing the garage at 8043 Sheridan Road to the City of Kenosha for $1.00 annually.
- The garage was constructed by the City to house materials used in our Home Construction Program by the Carpenters CHIP Program.
-
- The Lease is for a term up to twenty-five (25) years with a renewable twenty-five (25) year term.
- Care, maintenance and repair of the building will be the responsibility of the City of Kenosha.

RECOMMENDATION:

A recommendation is made to approve the Lease Agreement for the property at 8043 Sheridan Road.

Sharon Krewson

Sharon Krewson, Real Estate Agent
1CPC/2009/Apr9/fact-lease-8043

Jeffrey B. Labahn, Director of City Development

LEASE

By And Between

KENOSHA COUNTY INTERFAITH HUMAN CONCERNS NETWORK, INC.,
A Wisconsin Non-Profit Corporation,

And

THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation,

THIS AGREEMENT, Made and entered into by and between the **KENOSHA COUNTY INTERFAITH HUMAN CONCERNS NETWORK, INC.,** a Wisconsin nonprofit corporation organized and existing under the laws of the State of Wisconsin, having its principal office at 1713 - 62nd Street, Kenosha, Wisconsin 53143, hereinafter referred to as **"LESSOR"**, and **CITY OF KENOSHA, WISCONSIN,** a Wisconsin municipal corporation, duly organized and existing under the laws of the State of Wisconsin, having its principal office at 625 – 52nd Street, Kenosha, Wisconsin 53140, hereinafter referred to as **"CITY"**.

W I T N E S S E T H:

WHEREAS, certain parcels of real estate commonly known as 8043 Sheridan Road, [Parcel No. 06-123-07-42-7065], in the City and County of Kenosha, Wisconsin, (**"PREMISES"**), described in Exhibit "A", attached hereto, is currently owned by **LESSOR,** but is the subject of an Agreement dated _____, between **CITY** and **LESSOR** whereby the ownership of the **PREMISES** will be transferred from **LESSOR** to **CITY**; and,

WHEREAS, the transfer of ownership to **LESSOR** will occur at a closing, which closing by the terms of the Agreement dated _____, will occur on or before APRIL 30, 2009 (the **"CLOSING"**); and,

WHEREAS, CITY desires to Lease from **LESSOR** part of the **PREMISES** for the purpose of using the garage located on site as shown on Exhibit "B", attached hereto; 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, **LESSOR** and **CITY** agree as follows:

ARTICLE 1 - PREMISES

1.1 PREMISES. **LESSOR** does hereby lease, let and demise to **CITY** the **PREMISES** for its exclusive use, upon and subject to the terms, covenants and conditions of this Lease.

1.2 CITY WARRANTY AND REPRESENTATIONS. **LESSOR** warrants and represents that, after the **CLOSING**, it will be the lawful owner of the **PREMISES** and has full authority to grant this Lease, and that the **PREMISES** are properly zoned for the uses described herein.

1.3 MEMORANDUM OF LEASE. At the request of either party, each party shall sign a Memorandum of Lease, in recordable form, evidencing the execution and term of this Lease.

1.4 ACCEPTANCE. **CITY** acknowledges that it is well familiar with the condition of the **PREMISES** and accepts the **PREMISES** as suitable for **CITY'S** intended purposes, AS IS, subject to the use limitations and obligations imposed on **CITY** by this Lease.

ARTICLE 2 - TERM

2.1 TERM. This Lease, subject to early termination as hereinafter provided, shall be effective, following approval and execution by the parties, for a term of twenty-five (25) years commencing at such time as **LESSOR** takes possession of the **PREMISES** following the conveyance of title of **PREMISES** by **CITY** to **LESSOR.**

2.2 OPTION TERMS. **CITY** shall have the option to renew this Lease for an additional twenty-five (25) years upon the same terms and conditions contained in this Lease, provided **CITY** gives **LESSOR** written notice of **CITY'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 of this Lease; and provided further that **CITY** 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.

2.3 EARLY TERMINATION.

2.3.1 Material Breach. Either party may terminate this Lease should there be a material breach thereof by the other which is not cured within sixty (60) days following the receipt of written notice describing the material breach and any demand for curative action.

2.3.2 Cessation of Operation. Should **CITY** cease to exist or terminate its operations, or discontinue use of the **PREMISES** for ninety (90) days, excluding any period of construction, remodeling or reconstruction, Lease shall be subject to termination by **LESSOR**, absent a duly authorized and approved release of this provision by **LESSOR**.

2.4 CITY'S RIGHTS UPON LEASE TERMINATION OR EXPIRATION. Upon termination or expiration of this Lease:

2.4.1 Condition. **CITY** shall deliver possession of the **PREMISES** to **LESSOR** in good condition, ordinary wear and tear excepted.

2.4.2 Improvements. **LESSOR** shall be entitled to retain all Improvements to **PREMISES** made by **CITY.**

2.4.3 Personal Property. **CITY** may remove its personal property to which title has not passed to **LESSOR,** upon the condition that it be responsible for any damage to **PREMISES** occurring in the course of such removal.

ARTICLE 3 – RENT

LESSEE shall pay as and for rent the annual sum of One ($1.00) Dollar.

ARTICLE 4 - IMPROVEMENTS

4.1 DEFINITION. "Improvements" shall include construction, reconstruction, alteration, and site modifications. Improvements do not include painting and maintenance.

4.2 AUTHORITY TO CONSTRUCT IMPROVEMENTS. **CITY,** at its own cost and expense, may design and construct Improvements subject to **LESSOR** approving the plans and specifications therefor. No work shall commence until approval from **LESSOR** is received and appropriate construction permits from the **CITY** are obtained. All Improvements shall comply with the City Zoning Ordinance, Code of General Ordinances and applicable state and

federal laws, rules and regulations.

4.3 CONSTRUCTION INSURANCE REQUIREMENTS. Prior to commencing construction of any Improvements, **CITY** shall procure and submit proof of the following insurance coverages to the City Clerk/Treasurer:

4.3.1 Builder's All Risk Insurance, with **LESSOR** as an additional insured, in the amount of the full value of Improvements insuring against loss or damage during the course of construction, including material delivered, but not attached to the site; and,

4.3.2 Liability Insurance protecting **LESSOR** and **CITY** from claims for death, personal injury or property damage arising during the course of construction of the Improvements, in accordance with coverage requirements specified in this Lease.

4.4 PERFORMANCE BOND. The construction of all Improvements shall be supported by a Performance Bond from the contractor guaranteeing the payment for all labor and materials, and the completion of work in conformance with the construction contract.

4.5 CONSTRUCTION LIENS. CITY, in making Improvements upon **PREMISES**, shall not grant permission for or permit any liens for labor or materials to attach to **PREMISES** without the prior, written consent of **LESSOR**, 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 void such liens, **CITY** shall promptly pay or cause to be paid all undisputed bills for labor and materials. In the event any involuntary lien attaches to **PREMISES, CITY** shall take such steps as shall cause the discharge of such lien within sixty (60) days after the filing thereof, or deposit a like amount in escrow with the **LESSOR** until the lien is discharged. Nothing contained herein shall prohibit **CITY** from financing Improvements subject to a security lien on Improvements. However, **CITY** shall not permit any security lien to attach to the real estate upon which Improvements are situated. Nothing contained herein shall preclude **CITY** or its contractor from, in good faith, defending against claims by labor or material suppliers which it believes unwarranted.

4.6 UNAUTHORIZED IMPROVEMENTS. Should **CITY** make any Improvements

without prior **LESSOR** approval, which are not satisfactory to **LESSOR**, then, upon written notice to do so, **CITY** shall remove the same, or if agreed upon by **LESSOR,** cause the same to be changed, modified or reconstructed to the satisfaction of **LESSOR.** In the event any unauthorized improvement results in an Ordinance violation, **LESSEE** shall also timely pay any forfeitures imposed for such violation(s). Should **CITY** fail to comply with such notice within sixty (60) days of receipt thereof, or should **CITY** commence to comply therewith and fail to pursue such work diligently to completion, **LESSOR** may effect the removal, change, modification or reconstruction thereof, and **CITY** shall pay the cost thereof to **LESSOR**, upon written demand.

4.7 RISK OF LOSS. **CITY** assumes the risk of loss or damage to all of the Improvements, whether preexisting or constructed by **CITY**, and the risk of loss or damage to all property of **LESSOR** arising out of or in connection with the performance of the construction work. In the event of such loss or damage, **LESSOR** shall forthwith repair, replace, restore and/ or reconstruct the construction work and the property of **LESSOR** without cost or expense to **LESSOR.**

4.8 INDEMNITY AND HOLD HARMLESS BY CONTRACTORS. **CITY** shall require its contractors who construct Improvements to indemnify and hold harmless **LESSOR**, and their officers and employees against any and all claims, liability, loss, charges, damages, costs, expenses or attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of any act or omission of **CITY** involving the construction of Improvements by reason of which any person suffers personal injury, death or property loss or damage; provided, however, the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses or attorneys' fees caused or resulting from the acts or omissions of **LESSOR**, or any of their officers or employees.

4.9 INSPECTION. **LESSOR** shall have the right, but not the obligation, through its duly designated representatives, to inspect the construction work, at any and all reasonable

times during the progress thereof, and from time to time, in its discretion, to take samples and perform testing on any part of the construction work, provided the taking of samples and testing shall be conducted so as to minimize interference with the construction work, if such minimization of impact can be accomplished without diminishing the effectiveness or accuracy of the sampling and/or testing.

4.10 NO CONTRACTOR'S RIGHTS AGAINST LESSOR. Nothing contained herein shall grant or be deemed to grant to any contractor, architect, supplier, subcontractor or any other person engaged to perform, design or construct work any right of action or claims against **LESSOR**, its officers and employees with respect to any labor or materials provided in connection with the construction work. Furthermore, nothing contained herein shall create, or be deemed to create, any relationship between **LESSOR** and any such contractor, architect, supplier, subcontractor or any other person engaged in any part of the construction work and **LESSOR** shall not be responsible to any of the foregoing for any payments due or alleged to be due thereto for any work performed or materials supplied in connection with the construction work.

ARTICLE 5 - CARE, MAINTENANCE AND REPAIR OF PREMISES

5.1 CITY'S RESPONSIBILITIES. CITY shall, at all times:

5.1.1 Be responsible for the repair and maintenance of **PREMISES,** including all Improvements and capital repairs therein, whether preexisting or placed thereon by **CITY**, whether such work be ordinary, extraordinary, structural, or otherwise, with the exception of damage intentionally caused or caused by the negligence of the **LESSOR**, all to be performed in a good and workmanlike manner, and in accordance with the provisions of this Lease.

5.1.2 Keep **PREMISES** and Improvements and personal property thereon, in a clean, neat and sanitary condition.

5.1.3 Maintain Improvements and perform all repair work in accordance with relevant Federal, State and local laws, rules and regulations, upon receipt of permits and governmental approvals, where required.

5.2 DEFAULT BY CITY. In the event **CITY** fails to exercise reasonable care for

the maintenance and repair of **PREMISES** or Improvements within the time provided for, or if no time is provided for, within a period of sixty (60) days following receipt of written notice, to do any such work required by this Lease, or in the event **CITY**, upon commencement thereof, fails to diligently continue to complete any such work, **LESSOR** may, at its option, and in addition to any remedies otherwise available to it, enter **PREMISES** and Improvements, without such entering causing or constituting a cancellation of this Lease or an interference with possession of **PREMISES** or Improvements, and care for, maintain or repair all or any part of **PREMISES** or Improvements which are in need of major repair, and do all things reasonably necessary to accomplish the work required, the cost and expense of which shall be payable to **LESSOR** by **CITY**, on demand. Furthermore, should **LESSOR** undertake any work hereunder, **CITY** waives any claims for damages, consequential or otherwise, against **LESSOR** as a result therefrom, except claims for damages arising from the **LESSOR'S** negligence. The foregoing shall in no way affect or alter the continuing obligations of **CITY** as set forth in this Lease and shall not impose or be construed to impose upon **LESSOR** any obligations to care for, maintain or repair **PREMISES** or Improvements.

ARTICLE 6 - ACCESS TO PREMISES

CITY agrees to and shall permit **LESSOR**, State of Wisconsin and the United States Government to send their representatives and employees onto **PREMISES** and any Improvements thereon, for the purpose of an inspection thereof. In nonemergency situations, **CITY** shall be provided with reasonable, advance notice of an inspection if **CITY** is available to receive such notice.

ARTICLE 7 - INGRESS/EGRESS/DRIVEWAY EASEMENT

LESSOR hereby grant **CITY** a nonexclusive common driveway Access Easement to provide unobstructed vehicular and pedestrian ingress and egress to **PREMISES** for the term of Lease Agreement. **LESSOR** shall maintain the common driveway and keep it

open and unobstructed at all times. Snow removal shall be completed within twenty-four (24) hours of the day following a snowfall.

ARTICLE 8 - REGULATORY SIGNS

LESSOR, at no charge, shall permit **CITY** to place such regulatory signs on **PREMISES** as **CITY** shall deem appropriate, at **CITY** cost and expense, but under no condition shall said signs be attached to any building or structure of **LESSOR**, without **LESSOR'S** advance, written permission. **CITY** shall not place or erect any permanent (a sign standing for sixty (60) or more days) signs on or about **PREMISES** and Improvements without the prior, written approval of the **LESSOR**.

ARTICLE 9 - UTILITIES

CITY shall pay for all utilities, including, but not limited to, electric, gas, telephone, cable television, sanitary sewer, water service and stormwater fees that may service the garage. **CITY** requires that all new utility pipes, wires and conduits to be underground. **CITY** 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 and within the **PREMISES**. **LESSOR** shall allow the providers of all utilities reasonable access to and within the boundaries of **PREMISES** for the installation of utility service.

ARTICLE 10 - USE OF PREMISES

10.1 USE OF PREMISES. **CITY** shall have the exclusive use of **PREMISES** for use as a storage garage for the **CITY** Housing Program and other purposes consistent with such use, and for no other purpose. **CITY** may permit other public, not-for-profit, for-profit entities, and individuals to use **PREMISES** for such purposes under a rental agreement, or license or permit arrangement. **CITY** and other users may charge reasonable attendance fees at events.

10.2 CHANGE OF USE. Any use of the **PREMISES**, other than as provided in

this Lease, is prohibited and, if not cured within sixty (60) days following receipt of written notice of the alleged breach by the **CITY**, shall constitute a material breach of this Lease.

ARTICLE 11 - ASSIGNMENT/SUBLEASE

No assignment or sublease, (other as set forth in Section 9.1 above), is permitted. Such an assignment or sublease shall render this Lease null and void.

ARTICLE 12 - GOVERNMENTAL REQUIREMENTS

12.1 LAWS, RULES, REGULATIONS AND ORDERS. CITY agrees to observe and obey any and all applicable Federal, State and local laws, rules and regulations, as they now exist and as they may be enacted or amended in the future, and with every lawful order given by any public officer pursuant thereto, and to require its officers, agents, employees, contractors, and suppliers to observe and obey the same.

12.2 LICENSES, CERTIFICATES AND PERMITS. LESSEE shall procure all licenses, certificates, permits and other authorizations required by any and all governmental authorities, including **LESSOR**, having jurisdiction over **PREMISES,** as improved, or over **LESSEE'S** operations at **PREMISES.**

12.3 TAXES AND FEES. CITY shall pay any and all lawful taxes, license, certification, permit, examination and use fees, and excise taxes, including Real Estate and Personal Property Taxes, from which it is not exempt under State law or City Ordinances, which may be assessed, levied, exacted or imposed on **PREMISES**, as improved, or **CITY'S** operation hereunder, and shall make all applications, reports and returns required in connection therewith.

ARTICLE 13 - QUIET ENJOYMENT

LESSOR covenants and agrees, so long as **CITY** shall duly and punctually perform and observe all the terms and conditions hereof, that **CITY** shall peaceably and quietly have, hold and enjoy **PREMISES**, subject to the right of **LESSOR** to inspect **PREMISES,** and exercise other rights provided and reserved to it herein.

ARTICLE 14 - NATURAL DISASTER

CITY'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 15 - INTERRUPTION IN USE OR ENJOYMENT

LESSOR shall not be liable to **CITY** for money damages arising out of any interruption in **CITY'S** use or enjoyment of **PREMISES** by reason of any damage to **PREMISES** or Improvements, unless such damage is the result of an action by **LESSOR'S** employee or agent performing a duty or task for the **LESSOR**, and, in that event, **LESSOR** shall be liable only for the costs of repair or reconstruction.

ARTICLE 16 - INDEMNITY AND HOLD HARMLESS

Except for damage resulting by intentional and negligent acts of the **LESSOR**, its employees, agents, subcontractors, or principals, **CITY** does hereby agree that it will, at all times, during the **TERM** of this Lease, indemnify and hold harmless **LESSOR,** and their officers and employees against any and all claims, liability, loss, charges, damages, costs, expenses or reasonable attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring, after the effective date of this Lease, on **PREMISES**, as improved, or as a result of any operations, works, acts or omission performed on **PREMISES**, as improved, by **CITY**, its officers, employees, or representatives, or resulting from **CITY'S** failure to perform or observe any of the terms, covenants and conditions of this Lease or resulting from any condition of the **PREMISES** or Improvements thereon which causes any person to suffer personal injury, death or property loss or damage; provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses, or attorneys' fees caused or resulting from the negligent or intentional acts or omissions of **LESSOR**, or any of their officers or employees in which case **LESSOR** will

indemnify and hold harmless **CITY** and its officers, and employees. Upon the filing with **LESSOR** of a claim for damages arising out of any incident(s) which **CITY** herein agrees to indemnify and hold **LESSOR** and others harmless, **LESSOR** shall notify **CITY** of such claim, and in the event that **CITY** does not settle or compromise such claim, then the **CITY** shall undertake the legal defense of such claim both on behalf of **LESSOR** and **CITY.** It is specifically agreed, however, that **LESSOR**, at its own cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against **LESSOR**, or their officers or employees for any cause for which **CITY** is liable hereunder, shall be conclusive against **CITY** as to liability and amount of damages. This provision shall survive Lease expiration or termination to the extent necessary to effectuate its purpose.

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

CITY shall procure and maintain, during the Term of this Lease, insurance policies, as hereinafter specified. 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. **CITY**, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with the foregoing, including the naming of **LESSOR** as "additional insured", and proof of payment of premium to the **LESSOR** or its designated agent

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 **LESSOR** or its designated agent 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, **LESSOR** 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 **LESSOR** or its designated agent throughout the Term of this Lease. **LESSOR** reserves the right to reasonably increase the minimum liability insurance requirement set forth herein upon furnishing sixty (60) days advance, written notice to **CITY**, whenever minimum standards of the **LESSOR** for all insurance policies comparable to those covering **CITY'S** operations hereunder are enacted which adopt or increase the minimum insurance requirements, and **CITY** shall comply with said request, upon being given such advance, written notice thereof, or be considered in material default of this Lease. Should **CITY** fail to furnish, deliver and maintain such insurance coverage as above provided, **LESSOR** may obtain such insurance coverage and charge **CITY** as an additional rental fee, the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of **CITY** to take out and/or maintain the required insurance shall not relieve **CITY** from any liability under this Lease. The insurance requirement shall not be construed to conflict with the obligations of **CITY** in ARTICLE 16 - INDEMNITY AND HOLD HARMLESS.

The following insurance coverages must be in effect and continue in effect during the term(s) of this Lease in not less than the following amounts:

- General Liability Insurance with a minimum limit of One Million ($1,000,000.00) Dollars per occurrence having the following coverages:

  PREMISES;
  Contractual; and,
  Death and Personal Injury.

ARTICLE 20 - NONDISCRIMINATION

CITY agrees that no person shall be subjected to discrimination in the use of **PREMISES**, as improved, contrary to Federal, State or local law, rule or regulation.

ARTICLE 21 - RIGHTS OF ENTRY RESERVED

LESSOR, by its officers, employees, agents, contractors and furnishers of utilities and other services, shall have the right, at its own cost and expense, to maintain existing and install future utility, mechanical, electrical and other systems, and the right to enter upon **PREMISES**, as improved, at all reasonable times to make such repairs, replacements or alterations thereto as may, in the opinion of **LESSOR**, be necessary or advisable, provided, however, that in the exercise of such right, **LESSOR** shall not unreasonably interfere with the use and occupancy of **PREMISES**, as improved, by **CITY**. Should **LESSOR**, in the exercise of such right, damage **PREMISES, LESSOR** shall, at its cost and expense, promptly repair such damage. It is specifically understood and agreed that the reservation of such right by **LESSOR** shall not impose or be construed to impose upon **LESSOR** an obligation to construct, install, repair, replace or alter any utility service lines now or hereafter to be located on **PREMISES** for the purpose of providing utility services to **PREMISES**, as improved.

ARTICLE 22- FAILURE TO OBSERVE TERMS OF LEASE

Other than for the payment of rent due, which shall be governed by Wisconsin Statutes, **CITY** shall have sixty (60) days following its receipt of a written notice from LESSOR describing any breach to cure said breach. **CITY'S** failure to cure a breach shall be a basis for **LESSOR** to terminate this Lease.

ARTICLE 23 - INSURANCE OF IMPROVEMENTS

CITY, at its sole expense, shall procure and maintain throughout the term of this Lease, and any extension thereof, insurance protection on all Improvements existing at the beginning of the Lease term and all Improvements constructed by **CITY** on **PREMISES**, to the

extent of the full replacement value thereof, through insurance companies licensed to do business in the State of Wisconsin. The insurance policy shall provide twenty (20) days advance, written notice of cancellation or material change therein to the **LESSOR** and have a deductible amount not to exceed Twenty-five Thousand ($25,000.00) Dollars per occurrence.

CITY shall provide a Certificate of the required insurance, prior to the commencement of this Lease, or if no insurable Improvements exist at the commencement hereof, prior to the lapse of the Builder's All Risk Insurance Policy. If **CITY** fails to maintain such insurance, **LESSOR**, at its option, may take out such insurance and charge the cost thereof to **CITY**, or may declare this Lease null and void as of the date there was no valid policy of insurance in effect.

Should any Improvements on **PREMISES**, insurable or uninsurable, be damaged to the extent that they are not usable or destroyed, **CITY** shall have the election of repairing or reconstructing the Improvements substantially as they existed immediately prior to such casualty, or in a new or modified design, approved by the **LESSOR**, or not to reconstruct the Improvement. **CITY** shall notify **LESSOR** of its election within one hundred twenty (120) days after the occurrence of the casualty or the adjustment of the claim, whichever is later.

In the event of damage or destruction to Improvements on **PREMISES, LESSOR** shall have no obligation to repair, replace or rebuild the Improvements or any fixtures, equipment or other personal property installed by **CITY** on **PREMISES** pursuant to this Lease. Nothing contained herein shall be deemed to release **CITY** from any of their repair, maintenance or rebuilding obligations under this Lease.

If **CITY** shall not elect to repair, replace or rebuild the damaged Improvements, **CITY** shall, at its own cost and expense, remove all debris resulting from the damage, including foundations, footings, pavements, etc., to a depth of one (1') foot below the grade thereof and restore the surface to a level condition at its original (pre-Lease) elevation. Upon completion of

such debris removal and restoration, this Lease shall terminate, and **CITY'S** and **LESSOR'S** unaccrued obligations hereunder shall cease. If **CITY** does not elect to repair, replace or rebuild the damaged Improvements within the abovementioned one hundred twenty (120) day period of time, **CITY** shall have been deemed to elect not to repair, replace or rebuild the damaged Improvements, and **LESSOR** may elect to restore **PREMISES** to their original condition on the date the Lease term commences, at the cost and expense of **CITY,** and this Lease shall be deemed terminated.

CITY, for its own protection, may, and is urged to, separately insure any of its fixtures, equipment and personal property.

ARTICLE 24 - 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 25 - CONSTRUCTION - SEVERABILITY

This Lease shall be construed under the laws of the State of Wisconsin. Any covenant, condition, or provision herein contained that is held to be invalid by a Court of competent jurisdiction shall be considered deleted from this Lease, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so long as such deletion does not materially prejudice **CITY** or **LESSOR** 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 26 - TIME OF THE ESSENCE

Time is of the essence with respect to each and every provision of this Lease.

ARTICLE 27 - APPROVALS

LESSOR and **CITY** approvals required hereunder shall not be unduly delayed or

unreasonably withheld.

ARTICLE 28 – NOTICE

Any notice required to be given in this Lease by any of the parties is to be by Certified Mail, with return receipt, or equivalent private delivery service, or by personal service. Notice to **LESSOR** shall be sent, delivered to or served upon the Executive Director and the Chairman of the Board of Directors of **LESSOR** at 1713 - 62nd Street, Kenosha, Wisconsin 53143. Notice to **CITY** shall be sent, delivered to or served upon the City Clerk/Treasurer, at 625 - 52nd Street, Kenosha, Wisconsin 53140, with copies to the City Administrator, Room 300, 625 – 52nd Street, Kenosha, Wisconsin 53140, and the City Attorney, Room 201, 625 – 52nd Street, Kenosha, Wisconsin 53140. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail or private delivery service. Either party may designate a different address by delivering, sending or serving written notice of such change of address upon the other party.

ARTICLE 29 – ENTIRE AGREEMENT

This Lease (including all exhibits or attachments hereto) constitutes the entire agreement between the parties with respect to all matters, activities and obligations contemplated herein, and shall supersede and control any and all other prior to contemporaneous agreements, understandings, representations and statements, whether written or oral.

ARTICLE 30 – AGREEMENT NEGOTIATED AND DRAFTED BY ALL PARTIES

This Lease has been the subject of mutual negotiations between the parties and their respective counsel. This Lease has been and shall be construed to have been jointly drafted by the parties in order to preclude the application of any rule of construction against a party's interest as the sole drafter of this Lease.

ARTICLE 31 - AUTHORITY

CITY enters into this Lease by authorization of action taken by the Common Council on the _____ day of _____, 2009.

LESSOR enters into this Lease by authorization of action taken by its Board of Directors on the _____ day of _____, 2009, and represents to **CITY** that all acts which are a condition precedent to its entering into this Lease have timely taken place, and that **LESSOR**, under State laws, is able to comply with the terms and conditions of this Lease.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Lease on the dates below given.

KENOSHA COUNTY INTERFAITH
HUMAN CONCERNS NETWORK, INC.,
A Wisconsin Non-Profit Corporation

BY:_____
DAN H. MELYON, Executive Director
Date:_____

BY:_____
BRAD WEINSTOCK, Co-Chairman
Date:_____

STATE OF WISCONSIN)
: SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2009, **DAN H. MELYON, Executive Director** and **BRAD WEINSTOCK, Co-Chairman of the Board of Directors,** of **KENOSHA COUNTY INTERFAITH HUMAN CONCERNS NETWORK, INC.,** a Wisconsin nonprofit corporation, to me known to be such Executive Director and Co-Chair of said Board of Directors, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said nonprofit corporation, by its authority.

_____
_____
Notary Public, Kenosha County, WI.
My Commission expires/is:_____

CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation

BY:_____
KEITH G. BOSMAN, Mayor
Date:_____

BY:_____
MICHAEL K. HIGGINS,
City Clerk/Treasurer/Assessor
Date:_____

STATE OF WISCONSIN)
: SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2009, **KEITH G. BOSMAN, Mayor,** and **MICHAEL K. HIGGINS, City Clerk/Treasurer/Assessor**, of the **CITY OF KENOSHA, WISCONSIN,** a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer/Assessor of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said City, by its authority.

_____
_____
Notary Public, Kenosha County, WI.
My Commission expires/is:_____

Drafted By:
MATTHEW A. KNIGHT,
Assistant City Attorney

EXHIBIT A

8043 SHERIDAN ROAD
LEGAL DESCRIPTION

Part of the Southeast Quarter of Section 7, Township 1 North , Range 23 East of the Fourth Principal Meridian lying and being in the City of Kenosha, Kenosha County, Wisconsin, more particularly described as follows:

Commencing at the northwest corner of said quarter section; thence S2°1'40"E along and upon the west line of said quarter section a distance of 448.5 feet to the Point of the Beginning: thence N87°58'20"E at a right angle to said west line, 225.0 feet; thence N2°1'40"W parallel to said west line, 24.34 feet; thence N81°47'50"E, 40.21 feet; thence N2°1'40"W parallel to said west line, 17.83 feet; thence N87°58'20"E at a right angle to said west line, 249.1 feet; thence S2°1'40"E parallel to said west line,154.93 feet; thence S78°13'4"W, 271.0 feet; thence N2°1'40"W parallel to said west line, 95.57 feet; thence S87°41'30"W, 247.0 feet to the west line of said quarter section; thence N2°1'40"W along and upon said west line 60 feet to the Point of the Beginning; containing 1.433 Acres of land, more or less.

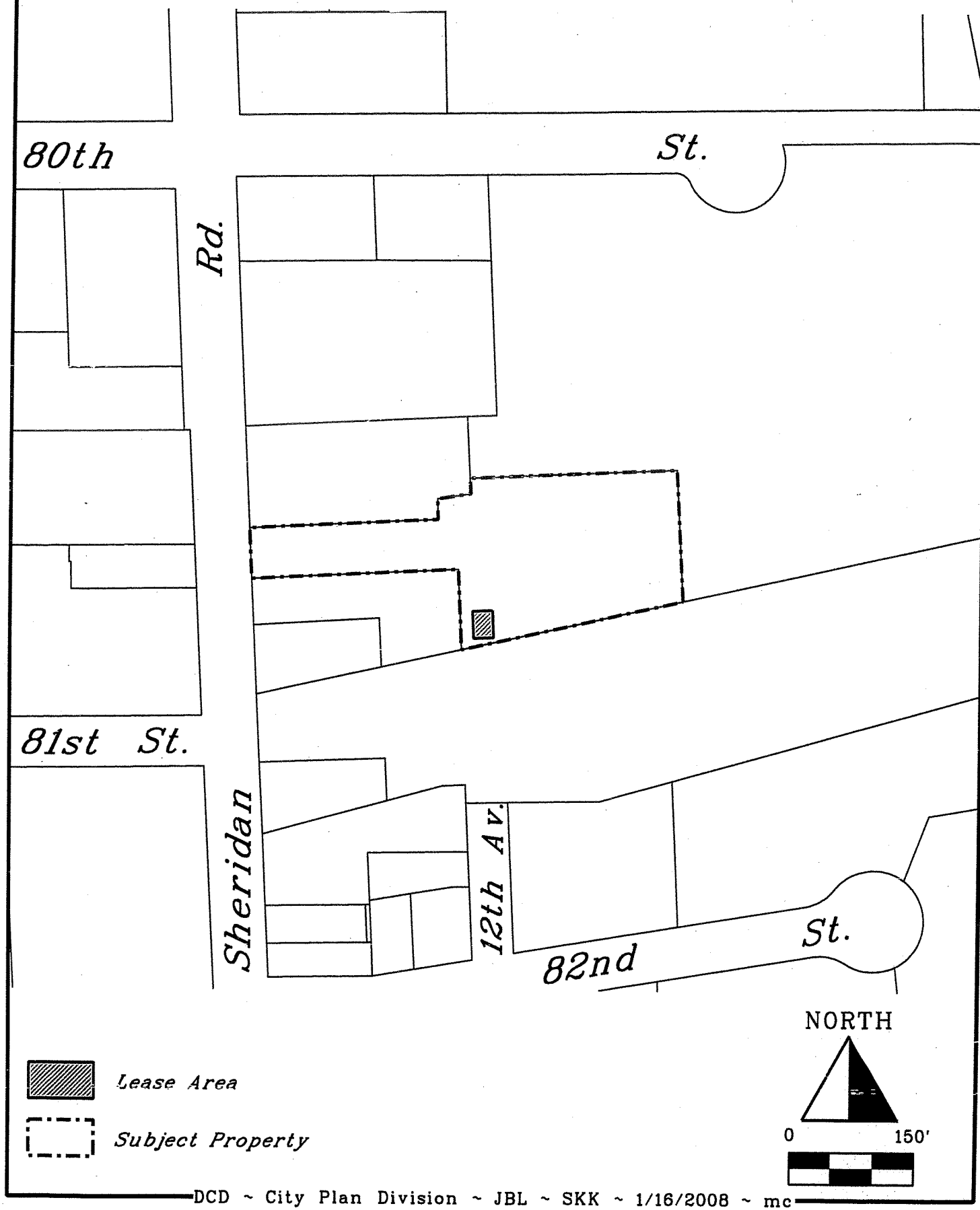
The above described being land shown as "PARCEL ONE" on a May 5, 1995, PLAT OF SURVEY – LOT LINE ADJUSTMENT by Wisconsin Registered Land Surveyor Kenneth L. Kanyuh and filed with the Kenosha County Land Information Office.

1CPC/2009/Apr9/legal-8043 Sher Rd
By: MC/DCD
04/01/09

CITY OF KENOSHA

General Location Map
8043 Sheridan Road

EXHIBIT B



DCD ~ City Plan Division ~ JBL ~ SKK ~ 1/16/2008 ~ mc

VOTE SHEET	Kenosha City Plan Commission	Meeting of April 9, 2009	

Lease Agreement by and between Kenosha County Interfaith Human Concerns Network, Inc., for properties at 1701 and 1713 62nd Street, District #8.

ACTION TAKEN	***AYES***	***NOES***
APPROVE	11	0
DENY		
RECEIVE AND FILE		
FORWARD TO	***DATE***	***COPIES***
COMMON COUNCIL	4/20/09	All/20 + 1
FINANCE	4/20/09	1
LEGAL		
PUBLIC WORKS		
PARKS		
WATER UTILITY		

Rich Schroeder
Assistant City Planner

1CPC/2009/Apr9/action-lease-1701

FACT SHEET Kenosha City Plan Commission	City Plan Division 625 - 52nd Street Kenosha, WI 53140 (262) 653-4030	April 9, 2009	Item 4
Lease Agreement by and between the City of Kenosha and the Kenosha County Interfaith Human Concerns Network, Inc., for properties at 1701 and 1713 62nd Street, District #8.			

LOCATION/SURROUNDINGS:

Site: 1701/1713 62nd Street
Zoned: RG-2 General Residential District and IP Institutional Park

NOTIFICATIONS/PROCEDURES:

The alderman of the district Alderman Marks, have been notified. This item will also be reviewed by the Finance Committee before final approval by the Common Council.

ANALYSIS:

- The Lease Agreement contains information regarding leasing the properties at 1701 and 1713 62nd Street to the Kenosha County Interfaith Human Concerns Network, Inc., after the exchange of the property, for $1.00 annually.
- The Lease is for a term up to seven (7) years, which is until the completion of a new building that will be constructed at a future date.
- Care, maintenance and repair of the building will be the responsibility of the Lessee, the Kenosha County Interfaith Human Concerns Network, Inc.

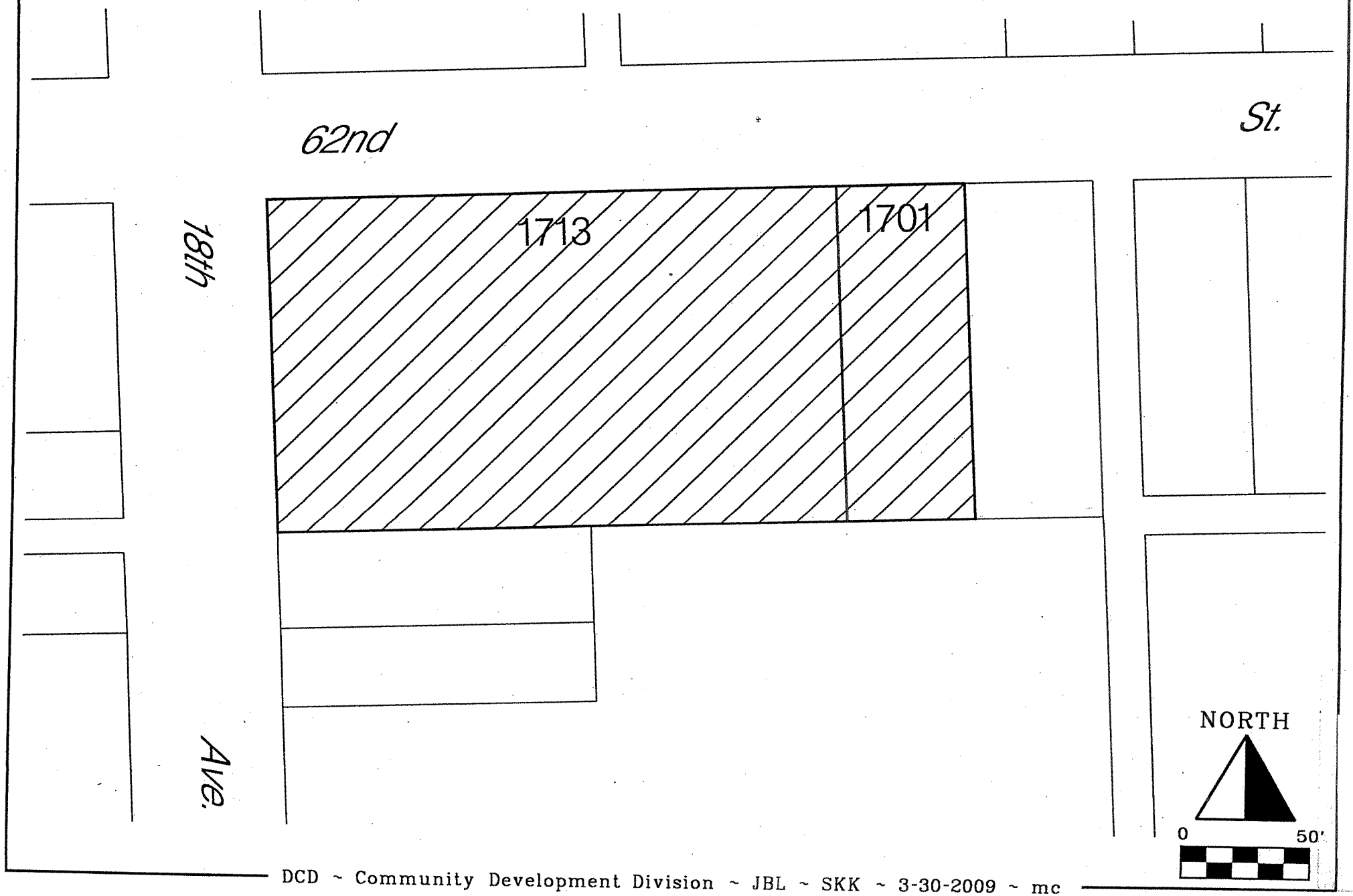
RECOMMENDATION:

A recommendation is made to approve the Lease Agreement for the properties at 1701 and 1713 62nd Street.

Sharon Krewson, Real Estate Agent
1CPC/2009/Apr9/fact-lease-1701-1713

Jeffrey B. Labahn, Director of City Development

CITY OF KENOSHA
General Location Map
1701-13 62nd Street



DCD ~ Community Development Division ~ JBL ~ SKK ~ 3-30-2009 ~ mc

LEASE

By And Between

THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation,

And

KENOSHA COUNTY INTERFAITH HUMAN CONCERNS NETWORK, INC.,
A Wisconsin Non-Profit Corporation,
1713 – 62nd Street,
Kenosha, Wisconsin 53143

THIS AGREEMENT, Made and entered into by and between the **CITY OF KENOSHA, WISCONSIN,** a Wisconsin municipal corporation, duly organized and existing under the laws of the State of Wisconsin, having its principal office at 625 – 52nd Street, Kenosha, Wisconsin 53140, hereinafter referred to as **"CITY"**, and **KENOSHA COUNTY INTERFAITH HUMAN CONCERNS NETWORK, INC.,** a Wisconsin nonprofit corporation organized and existing under the laws of the State of Wisconsin, having its principal office at 1713 - 62nd Street, Kenosha, Wisconsin 53143, hereinafter referred to as **"LESSEE"**.

W I T N E S S E T H:

WHEREAS, certain parcels of real estate commonly known as 1701 – 62nd Street and 1713 – 62nd Street, in the City and County of Kenosha, Wisconsin, (**"PREMISES"**), described in Exhibit "A", attached hereto, is currently owned by **LESSEE** but is the subject of an Agreement dated _____, 2009 between **CITY** and **LESSEE** whereby the ownership of the **PREMISES** will be transferred from **LESSEE** to **CITY**; and,

WHEREAS, the transfer of ownership to **CITY** will occur at a closing, which closing by the terms of the Agreement dated _____, 2009 will occur on or before APRIL 30, 2009 (the **"CLOSING"**); and,

WHEREAS, LESSEE desires to Lease from **CITY** the **PREMISES** for the purpose of housing the Shalom Center and Programs 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 **LESSEE** agree as follows:

ARTICLE 1 - PREMISES

1.1 PREMISES. **CITY** does hereby lease, let and demise to **LESSEE** the **PREMISES** for its exclusive use, upon and subject to the terms, covenants and conditions of this Lease.

1.2 CITY WARRANTY AND REPRESENTATIONS. **CITY** warrants and represents that, after the **CLOSING**, it will be the lawful owner of the **PREMISES** and has full authority to grant this Lease, and that the **PREMISES** are properly zoned for the uses described herein.

1.3 MEMORANDUM OF LEASE. At the request of either party, each party shall sign a Memorandum of Lease, in recordable form, evidencing the execution and term of this Lease.

1.4 ACCEPTANCE. **LESSEE** acknowledges that it is well familiar with the condition of the **PREMISES** and accepts the **PREMISES** as suitable for **LESSEE'S** intended purposes, AS IS, subject to the use limitations and obligations imposed on **LESSEE** by this Lease.

ARTICLE 2 - TERM

2.1 TERM. This Lease, subject to early termination as hereinafter provided, shall be effective, following approval and execution by the parties, for a term of seven (7) years commencing at such time as **CITY** takes possession of the **PREMISES** following the conveyance of title of **PREMISES** by **LESSEE** to **CITY.**

2.2 OPTION TERMS. **LESSEE** shall have the option to renew this Lease for three (3) additional one year terms upon the same terms and conditions contained in this Lease, provided **LESSEE** gives **CITY** written notice of **LESSEE'S** intention to exercise each option at least ninety (90) days, but no more than one hundred eighty (180) days, prior to the expiration of

the prior term of this Lease; 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.

2.3 EARLY TERMINATION.

2.3.1 Material Breach. Either party may terminate this Lease should there be a material breach thereof by the other which is not cured within sixty (60) days following the receipt of written notice describing the material breach and any demand for curative action.

2.3.2 Cessation of Operation. Should **LESSEE** cease to exist or terminate its operations, or discontinue use of the **PREMISES** for ninety (90) days, excluding any period of construction, remodeling or reconstruction, Lease shall be subject to termination by **CITY**, absent a duly authorized and approved release of this provision by **CITY**.

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 – RENT

LESSEE shall pay as and for rent the annual sum of One ($1.00) Dollar.

ARTICLE 4 - IMPROVEMENTS

4.1 DEFINITION. "Improvements" shall include construction, reconstruction, alteration, and site modifications. Improvements do not include painting and maintenance.

4.2 AUTHORITY TO CONSTRUCT IMPROVEMENTS. LESSEE, at its own

cost and expense, may design and construct Improvements subject to **CITY** approving the plans and specifications therefor. No work shall commence until approval is received and appropriate construction permits from the **CITY** are obtained. All Improvements shall comply with the City Zoning Ordinance, Code of General Ordinances and applicable state and federal laws, rules and regulations.

4.3 CONSTRUCTION INSURANCE REQUIREMENTS. Prior to commencing construction of any Improvements, **LESSEE** shall procure and submit proof of the following insurance coverages to the City Clerk/Treasurer:

a. Builder's All Risk Insurance, with **CITY** as an additional insured, in the amount of the full value of Improvements insuring against loss or damage during the course of construction, including material delivered, but not attached to the site; and,

b. Liability Insurance protecting **LESSEE** and **CITY** from claims for death, personal injury or property damage arising during the course of construction of the Improvements, in accordance with coverage requirements specified in this Lease.

4.4 PERFORMANCE BOND. The construction of all Improvements shall be supported by a Performance Bond from the contractor guaranteeing the payment for all labor and materials, and the completion of work in conformance with the construction contract.

4.5 CONSTRUCTION LIENS. LESSEE, in making Improvements upon **PREMISES**, shall not grant permission for or permit any liens for labor or materials to attach to **PREMISES** 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 void such liens, **LESSEE** shall promptly pay or cause to be paid all undisputed 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 with the City Clerk/Treasurer until the lien is discharged. Nothing contained herein shall prohibit **LESSEE** from financing

Improvements subject to a security lien on Improvements. However, **LESSEE** shall not permit any security lien to attach to the real estate upon which Improvements are situated. Nothing contained herein shall preclude **LESSEE** or its contractor from, in good faith, defending against claims by labor or material suppliers which it believes unwarranted.

4.6 UNAUTHORIZED IMPROVEMENTS. Should **LESSEE** make any Improvements without prior **CITY** approval, which are not satisfactory to **CITY**, then, upon written notice to do so, **LESSEE** shall remove the same, or if agreed upon by **CITY,** cause the same to be changed, modified or reconstructed to the satisfaction of **CITY.** In the event any unauthorized improvement results in an Ordinance violation, **LESSEE** shall also timely pay any forfeitures imposed for such violation(s). Should **LESSEE** fail to comply with such notice within sixty (60) 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 written demand.

4.7 RISK OF LOSS. LESSEE assumes the risk of loss or damage to all of the Improvements, whether preexisting or constructed by **LESSEE**, 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.**

4.8 INDEMNITY AND HOLD HARMLESS BY CONTRACTORS. LESSEE shall require its contractors who construct Improvements to indemnify and hold harmless **CITY**, and their officers and employees against any and all claims, liability, loss, charges, damages, costs, expenses or attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of any act or omission of **LESSEE** involving the construction of Improvements by reason of which any person suffers personal injury, death or property loss or damage; provided, however, the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses or attorneys' fees caused or resulting from the acts or omissions of

CITY, or any of their officers or employees.

4.9 INSPECTION. CITY shall have the right, but not the obligation, through its duly designated representatives, to inspect the construction work, at any and all reasonable times during the progress thereof, and from time to time, in its discretion, to take samples and perform testing on any part of the construction work, provided the taking of samples and testing shall be conducted so as to minimize interference with the construction work, if such minimization of impact can be accomplished without diminishing the effectiveness or accuracy of the sampling and/or testing.

4.10 NO CONTRACTOR'S RIGHTS AGAINST CITY. Nothing contained herein shall grant or be deemed to grant to any contractor, architect, supplier, subcontractor or any other person engaged to perform, design or construct work any right of action or claims against **CITY**, its officers and employees with respect to any labor or materials provided in connection with the construction work. Furthermore, 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 in 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 supplied in connection with the construction work.

ARTICLE 5 -
CARE, MAINTENANCE AND REPAIR OF PREMISES

5.1 LESSEE'S RESPONSIBILITIES. LESSEE shall, at all times:

5.1.1 Be responsible for the repair and maintenance of **PREMISES,** including all Improvements and capital repairs therein, mechanicals and boiler heating system, whether preexisting or placed thereon by **LESSEE**, whether such work be ordinary, extraordinary, structural, or otherwise, with the exception of damage intentionally caused or caused by the negligence of the **CITY**, all to be performed in a good and workmanlike manner, and in accordance with the provisions of this Lease.

5.1.2 Keep **PREMISES** and Improvements and personal property thereon, in a clean, neat and sanitary condition.

5.1.3 Be responsible for grass cutting and snow removal from the **PREMISES**.

5.1.4 Maintain Improvements and perform all repair work in accordance with relevant Federal, State and local laws, rules and regulations, upon receipt of permits and governmental approvals, where required.

5.2 DEFAULT BY LESSEE. In the event **LESSEE** fails to exercise reasonable care for the maintenance and repair of **PREMISES** or Improvements within the time provided for, or if no time is provided for, within a period of sixty (60) days following receipt of written notice, to do any such work required by this Lease, or in the event **LESSEE**, 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** and Improvements, without such entering causing or constituting a cancellation of this Lease or an interference with possession of **PREMISES** or Improvements, and care for, maintain or repair all or any part of **PREMISES** or Improvements which are in need of major repair, 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** 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**, State of Wisconsin and the United States Government to send their representatives and employees onto **PREMISES** and any Improvements thereon, for the purpose of an inspection thereof. In non-emergency situations,

LESSEE shall be provided with reasonable, advance notice of an inspection if **LESSEE** is available to receive such notice.

ARTICLE 7 - REGULATORY SIGNS

LESSEE, at no charge, shall permit **CITY** to place such regulatory signs on **PREMISES** as **CITY** shall deem appropriate, at **CITY** cost and expense, but under no conditions shall said signs be attached to any building or structure of **LESSEE**, without **LESSEE'S** advance, written permission. **LESSEE** shall not place or erect any permanent (a sign standing for sixty (60) or more days) signs on or about **PREMISES** and Improvements without the prior, written approval of the **CITY**.

ARTICLE 8 - UTILITIES

LESSEE shall pay for all utilities, including, but not limited to, electric, gas, telephone, cable television, sanitary sewer, water service and stormwater fees. **CITY** requires that all new 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 and within the **PREMISES**. **CITY** shall allow the providers of all utilities reasonable access to and within the boundaries of **PREMISES** for the installation of utility service.

ARTICLE 9 - USE OF PREMISES

9.1 USE OF PREMISES. LESSEE shall have the exclusive use of **PREMISES** for use as a Shalom Center Program and other purposes consistent with such use, and for no other purpose.

9.2 CHANGE OF USE. Any use of the **PREMISES**, other than as provided in this Lease, is prohibited and, if not cured within sixty (60) days following receipt of written notice of the alleged breach by the **LESSEE**, shall constitute a material breach of this Lease.

ARTICLE 10 - ASSIGNMENT/SUBLEASE

No assignment or sublease is permitted. Such an assignment or sublease shall

render this Lease null and void.

ARTICLE 11 - GOVERNMENTAL REQUIREMENTS

11.1 LAWS, RULES, REGULATIONS AND ORDERS. LESSEE agrees to observe and obey any and all applicable Federal, State and local laws, rules and regulations, as they now exist and as they may be enacted or amended in the future, and with every lawful order given by any public officer pursuant thereto, and to require 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,** as improved, 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, including Real Estate and Personal Property Taxes, from which it is not exempt under State law or City Ordinances, which may be assessed, levied, exacted or imposed on **PREMISES**, as improved, 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. **CITY** shall have no obligation to repair, maintain or replace **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 damage to **PREMISES** or Improvements, unless such damage is the result of an action by a **CITY** employee or agent performing a duty or task for the **CITY**, and, in that event, **CITY** shall be liable only for the costs of repair or reconstruction.

ARTICLE 15 - INDEMNITY AND HOLD HARMLESS

Except for damage resulting by intentional and negligent acts of the **CITY**, its employees, agents, subcontractors, or principals, **LESSEE** does hereby agree that it will, at all times, during the **TERM** and **OPTION TERMS** of this Lease, indemnify and hold harmless **CITY,** and their officers and employees against any and all claims, liability, loss, charges, damages, costs, expenses or reasonable attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring, after the effective date of this Lease, on **PREMISES**, as improved, or as a result of any operations, works, acts or omission performed on **PREMISES**, as improved, by **LESSEE**, its officers, employees, 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 condition of the **PREMISES** or Improvements thereon which causes any person to suffer personal injury, death or property loss or damage; provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses, or attorneys' fees caused or resulting from the negligent or intentional acts or omissions of **CITY**, or any of their officers or employees in which case **CITY** will indemnify and hold harmless **LESSEE** and its officers, and 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. Any judgment, final beyond all possibility of appeal, which may be rendered against **CITY**, or their officers or employees for any cause for which **LESSEE** is liable hereunder, shall be conclusive against **LESSEE** as to liability and amount of damages. This provision shall survive Lease expiration or termination to the extent necessary to effectuate its purpose.

ARTICLE 16 - SANITATION

LESSEE will provide adequate and appropriate containers, including dumpsters, as desired by **LESSEE**, which are not unsightly, for the temporary storage of trash, garbage and refuse, and provide, as necessary, for the regular pickup thereof, at its cost and expense. **LESSEE** shall not permit any unattractive or unsanitary accumulation of trash, garbage, refuse, debris or litter on **PREMISES**. The placing or storing of boxes, cartons, drums, tires, cans, parts or other similar items on or about **PREMISES**, outside of a fully enclosed building or structure, is strictly prohibited. **LESSEE** is responsible for, at its expense, contracting for domestic garbage pickup and disposal services.

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, as hereinafter specified. 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 a Certificate of Insurance indicating compliance with the foregoing, including the naming of **CITY** as "additional insureds", and proof of payment of premium to the City Clerk/Treasurer 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 City Clerk/Treasurer 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, **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 Clerk/Treasurer throughout the Term of this Lease. **CITY** reserves the right to reasonably increase the minimum liability insurance requirement set forth herein upon furnishing sixty (60) days advance, written notice to **LESSEE**, whenever minimum standards of the **CITY** for all insurance policies comparable to those covering **LESSEE'S** operations hereunder are enacted which adopt or increase the minimum insurance requirements, and **LESSEE** shall comply with said request, upon being given such advance, written notice thereof, or be considered in material default of this Lease. Should **LESSEE** fail to furnish, deliver and maintain such insurance coverage as above provided, **CITY** may obtain such insurance coverage and charge **LESSEE** as an additional rental fee, the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of **LESSEE** to take out and/or maintain the required insurance shall not relieve **LESSEE** from any liability under 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 coverages must be in effect and continue in effect during the term(s) of this Lease in not less than the following amounts:

- General Liability Insurance with a minimum limit of Three Million ($3,000,000.00) Dollars per occurrence having the following coverages:

  PREMISES;
  Contractual; and,
  Death and Personal Injury.

ARTICLE 20 - NONDISCRIMINATION

LESSEE agrees that no person shall be subjected to discrimination in the use of **PREMISES**, as improved, contrary to Federal, State or local law, rule or regulation.

ARTICLE 21 - RIGHTS OF ENTRY RESERVED

CITY, by its officers, employees, agents, contractors and furnishers of utilities and other services, shall have the right, at its own cost and expense, to maintain existing and install future utility, mechanical, electrical and other systems, and the right to enter upon **PREMISES**, as improved, at all reasonable times to make such repairs, replacements or alterations thereto as may, in the opinion of **CITY**, be necessary or advisable, provided, however, that in the exercise of such right, **CITY** shall not unreasonably interfere with the use and occupancy of **PREMISES**, as improved, by **LESSEE**. Should **CITY**, in the exercise of such right, damage **PREMISES, CITY** shall, at its cost and expense, promptly repair such damage. It is specifically understood and agreed that the reservation of such right by **CITY** shall not impose or be construed to impose upon **CITY** an obligation to construct, install, repair, replace or alter any utility service lines now or hereafter to be located on **PREMISES** for the purpose of providing utility services to **PREMISES**, as improved.

ARTICLE 22 - TAXES

LESSEE, to the extent not exempt under State law or City Ordinances, shall promptly pay all taxes due and owing, including those on personal property and all special assessments, as may be levied by **CITY** or any other governmental unit.

ARTICLE 23 - FAILURE TO OBSERVE TERMS OF LEASE

Other than for the payment of rent due, which shall be governed by Wisconsin

Statutes, **LESSEE** shall have sixty (60) days following its receipt of a written notice from **CITY** describing any breach to cure said breach. **LESSEE'S** failure to cure a breach shall be a basis for **CITY** to terminate this Lease.

ARTICLE 24 - INSURANCE OF IMPROVEMENTS

LESSEE, at its sole expense, shall procure and maintain throughout the term of this Lease, and any extension thereof, insurance protection on all Improvements existing at the beginning of the Lease term and all Improvements constructed by **LESSEE** on **PREMISES**, to the extent of the full replacement value thereof, through insurance companies licensed to do business in the State of Wisconsin. The insurance policy shall provide twenty (20) days advance, written notice of cancellation or material change therein to the City Clerk/Treasurer and have a deductible amount not to exceed Twenty-five Thousand ($25,000.00) Dollars per occurrence.

LESSEE shall provide a Certificate of the required insurance, prior to the commencement of this Lease, or if no insurable Improvements exist at the commencement hereof, prior to the lapse of the Builder's All Risk Insurance Policy. If **LESSEE** fails to maintain such insurance, **CITY**, at its option, may take out such insurance and charge the cost thereof to **LESSEE**, or may declare this Lease null and void as of the date there was no valid policy of insurance in effect.

Should any Improvements on **PREMISES**, insurable or uninsurable, be damaged to the extent that they are not usable or destroyed, **LESSEE** shall have the election of repairing or reconstructing the Improvements substantially as they existed immediately prior to such casualty, or in a new or modified design, approved by the **CITY**, or not to reconstruct the Improvement. **LESSEE** shall notify **CITY** of its election within one hundred twenty (120) days after the occurrence of the casualty or the adjustment of the claim, whichever is later.

In the event of damage or destruction to Improvements on **PREMISES, CITY** shall have no obligation to repair, replace or rebuild the Improvements or any fixtures,

equipment or other personal property installed by **LESSEE** on **PREMISES** pursuant to this Lease. Nothing contained herein shall be deemed to release **LESSEE** from any of their repair, maintenance or rebuilding obligations under this Lease.

If **LESSEE** shall not elect to repair, replace or rebuild the damaged Improvements, **LESSEE** shall, at its own cost and expense, remove all debris resulting from the damage, including foundations, footings, pavements, etc., to a depth of one (1') foot below the grade thereof and restore the surface to a level condition at its original (pre-Lease) elevation. Upon completion of such debris removal and restoration, this Lease shall terminate, and **LESSEE'S** and **CITY'S** unaccrued obligations hereunder shall cease. If **LESSEE** does not elect to repair, replace or rebuild the damaged Improvements within the abovementioned one hundred twenty (120) day period of time, **LESSEE** shall have been deemed to elect not to repair, replace or rebuild the damaged Improvements, and **CITY** may elect to restore **PREMISES** to their original condition on the date the Lease term commences, at the cost and expense of **LESSEE,** and this Lease shall be deemed terminated.

LESSEE, for its own protection, may, and is urged to, separately insure any of its fixtures, equipment and personal property.

ARTICLE 25 - 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 26 - CONSTRUCTION - SEVERABILITY

This Lease shall be construed under the laws of the State of Wisconsin. Any covenant, condition, or provision herein contained that is held to be invalid by a Court of competent jurisdiction shall be considered deleted from this Lease, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so long as such deletion does not materially prejudice **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 27 - TIME OF THE ESSENCE

Time is of the essence with respect to each and every provision of this Lease.

ARTICLE 28 - APPROVALS

CITY approvals required hereunder shall not be unduly delayed or unreasonably withheld.

ARTICLE 29 – NOTICE

Any notice required to be given in this Lease by any of the parties is to be by Certified Mail, with return receipt, or equivalent private delivery service, or by personal service. Notice to **CITY** shall be sent, delivered to or served upon the City Clerk/Treasurer, at 625 - 52nd Street, Kenosha, Wisconsin 53140, with copies to the City Administrator, Room 300, 625 – 52nd Street, Kenosha, Wisconsin 53140, and the City Attorney, Room 201, 625 – 52nd Street, Kenosha, Wisconsin 53140. Notice to **LESSEE** shall be sent, delivered to or served upon the Executive Director and the Chairman of the Board of Directors of **LESSEE** at 1713 - 62nd Street, Kenosha, Wisconsin 53143. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail or private delivery service. Either party may designate a different address by delivering, sending or serving written notice of such change of address upon the other party.

ARTICLE 30 – ENTIRE AGREEMENT

This Lease (including all exhibits or attachments hereto) constitutes the entire agreement between the parties with respect to all matters, activities and obligations contemplated herein, and shall supersede and control any and all other prior to contemporaneous agreements, understandings, representations and statements, whether written or oral.

ARTICLE 31 – AGREEMENT NEGOTIATED AND DRAFTED BY ALL PARTIES

This Lease has been the subject of mutual negotiations between the parties and their respective counsel. This Lease has been and shall be construed to have been jointly drafted by the parties in order to preclude the application of any rule of construction against a party's interest as the sole drafter of this Lease.

ARTICLE 32 - AUTHORITY

CITY enters into this Lease by authorization of action taken by the Common Council on the _____ day of _____, 2009.

LESSEE enters into this Lease by authorization of action taken by its Board of Directors on the _____ day of _____, 2009, and represents to **CITY** that all acts which are a condition precedent to its entering into this Lease have timely taken place, and that **LESSEE**, under State laws, is able to comply with the terms and conditions of this Lease.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Lease on the dates below given.

CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation

BY:_____
KEITH G. BOSMAN, Mayor
Date:_____

BY:_____
MICHAEL K. HIGGINS,
City Clerk/Treasurer/Assessor
Date:_____

STATE OF WISCONSIN)
: SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2009, **KEITH G. BOSMAN, Mayor,** and **MICHAEL K. HIGGINS, City Clerk/Treasurer/Assessor**, of the **CITY OF KENOSHA, WISCONSIN,** a Wisconsin municipal corporation, to me known to be such

Mayor and City Clerk/Treasurer/Assessor of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said City, by its authority.

_____

Notary Public, Kenosha County, WI.
My Commission expires/is:_____

KENOSHA COUNTY INTERFAITH
HUMAN CONCERNS NETWORK, INC.,
A Wisconsin Non-Profit Corporation

BY:_____
DAN H. MELYON, Executive Director
Date:_____

BY:_____
BRAD WEINSTOCK , Co-Chairman
Date:_____

STATE OF WISCONSIN)
: SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2009, **DAN H. MELYON, Executive Director** and **BRAD WEINSTOCK Co-Chairman of the Board of Directors,** of **KENOSHA COUNTY INTERFAITH HUMAN CONCERNS NETWORK, INC.,** a Wisconsin nonprofit corporation, to me known to be such Executive Director and Co-Chair of said Board of Directors, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said nonprofit corporation, by its authority.

_____

Notary Public, Kenosha County, WI.
My Commission expires/is:_____

Drafted By:
MATTHEW A. KNIGHT,
Assistant City Attorney

EXHIBIT A

1701 62ND STREET AND 1713 62ND STREET
LEGAL DESCRIPTION

Part of the Northwest Quarter of Section 6, Township 1 North , Range 23 East of the Fourth Principal Meridian lying and being in the City of Kenosha, Kenosha County, Wisconsin, more particularly described as follows:

Lots 2, 3, 4, 5 and 6 of Bond's Subdivision, a subdivision of record and on file in the Kenosha County Land Registry; containing 0.781 Acres of land, more of less.

1CPC/2009/Apr9/legal-1701-1713 62s
By: MC/DCD
04/01/09

40-42

Recommendations from the Committee on Finance April 20, 2009

Scan

40

MEMORANDUM

TO: Mr. Jeffrey Labahn, AICP
Director of City Development

Frank Pacetti
City Administrator

FROM: Richard H. Rodenbeck, Director of Business Finance
Kenosha Area Business Alliance, Inc.

DATE: April 14, 2009

SUBJECT: 2009 1st Quarter Loan Reports

In accordance with the terms in KABA's current City/Federal assisted project contracts, we are pleased to provide you with the quarterly reports for the period ending March 31, 2009. The enclosed reports are for the following projects:

1. City RLF Loan Fund

2. UDAG Loan Fund

These reports have also been submitted to the City Finance Committee and all City Council Members. It is our understanding the reports will be reviewed and considered at the Finance Committee's Meeting on Monday, April 20, 2009 at 6:00pm.

Should you have any questions regarding the attached or desire additional information, please call me at your convenience.

Enclosures

cc: City Finance Director
Council Members

KENOSHA AREA BUSINESS ALLIANCE
City Revolving Loan Fund
Quarterly Status Report

Period January 1, 2009 through March 31, 2009

Bank Account Balance as of 1/1/09:	$	316,245.14
Plus Loan Principal & Interest Received:	$	57,957.79
Plus Bank Interest Income:	$	-
Plus CD Proceeds (Incl. Interest):	$	-
Plus Loan & Service Income:	$	-
Less Loan Disbursements:	$	-
Less CD Purchases:	$	-
Less Bank/Loan/Service/Legal Expenses:	$	-
Less Administrative Allocation for 2009:	$	-
Balance In Bank Account as of 3/31/09:	$	374,202.93
Balance of CDs as of 3/31/09:	$	-
Less Outstanding Commitments as of 3/31/09:	$	-
Balance Available for Loans as of 3/31/09:	$	374,202.93

Narrative: There were no loans in arrears as of March 31, 2009. See attached summary for all active loans in this account as of March 31, 2009.

KENOSHA AREA BUSINESS ALLIANCE, INC. AND ITS SUBSIDIARY
LOAN FUNDS ANALYSIS SCHEDULE
For the One Month Ended March 31, 2009

	Original Principal Balance	Principal Balance at 1/1/2009	Current Year Borrowings	Interest Receipts YTD 3/31/2009	Principal Receipts YTD 3/31/2009	Principal Balance 3/31/2009
City Revolving Loan Fund (City/RLF)						
M & P Properties, LLC	378,000.00	253,693.08		3,419.23	4,365.99	249,327.09
MCR Properties, LLC	500,000.00	406,506.34		3,283.24	7,256.72	399,249.62
R & R Properties of WI, LLC	500,000.00	313,052.37		3,283.49	12,082.06	300,970.31
Bradshaw Medical, Inc.	300,000.00	265,942.23		3,794.08	6,038.03	259,904.20
Bradshaw Medical, Inc.	202,715.76	199,293.50		1,979.11	4,157.63	195,135.87
Madson Investments, LLC	500,000.00	495,710.94		3,706.37	4,591.84	491,119.10
Total	2,380,715.76	1,934,198.46	0.00	19,465.52	38,492.27	1,895,706.19

This information should be read only in connection with the accompanying accountant's report.

KENOSHA AREA BUSINESS ALLIANCE
Urban Development Action Grant Loan Fund
Quarterly Status Report

Period January 1, 2009 through March 31, 2009

Bank Account Balance as of 1/1/09:	$	52,071.97
Plus Loan Principal & Interest Received:	$	68,131.17
Plus Bank Interest Income:	$	0.75
Plus CD Proceeds (Incl. Interest):	$	-
Plus Loan & Service Income:	$	-
Less Loan Disbursements:	$	-
Less CD Purchases:	$	-
Less Bank/Loan/Service/Legal Expenses:	$	-
Less Administrative Allocation for 2009:	$	-
Balance In Bank Account as of 3/31/09:	$	120,203.89
Balance of CDs as of 3/31/09:	$	-
Less Outstanding Commitments as of 3/31/09:	$	-
Balance Available for Loans as of 3/31/09:	$	120,203.89

Narrative: There were no loans in arrears as of March 31, 2009. See attached summary for all active loans in this account as of March 31, 2009.

KENOSHA AREA BUSINESS ALLIANCE, INC. AND ITS SUBSIDIARY
LOAN FUNDS ANALYSIS SCHEDULE
For the One Month Ended March 31, 2009

	Original Principal Balance	Principal Balance at 1/1/2009	Current Year Borrowings	Interest Receipts YTD 3/31/2009	Principal Receipts YTD 3/31/2009	Principal Balance 3/31/2009
Urban Development Action Grant Revolving Loan Fund (UDAG)						
MCR Properties, LLC	900,000.00	687,755.58		5,551.73	13,420.21	674,335.37
R & R Properties of WI, LLC	575,500.00	360,323.30		3,779.31	13,906.44	346,416.86
Monarch Plastics, Inc.	800,000.00	744,185.28		7,407.65	10,285.87	733,899.41
Garetto Real Estate, LLC	500,000.00	484,318.78		6,038.11	3,820.16	480,498.62
R & R Properties of WI, LLC	225,000.00	225,000.00		1,304.56	2,617.13	222,382.87
Total	3,000,500.00	2,501,582.94	0.00	24,081.36	44,049.81	2,457,533.13

This information should be read only in connection with the accompanying accountant's report.

Kenosha Area Business Alliance, Inc. and Its Subsidiary
Loan Funds Analysis Schedule
For the Period Ending March 31, 2008

CITY Revolving Loan Fund	Principal Balance	Scheduled Maturity Date
M&P Properties, LLC	$ 249,327.09	2/1/2020
MCR Properties, LLC	$ 399,249.62	7/1/2020
R&R Properties of WI, LLC	$ 300,970.31	9/1/2019
Bradshaw Medical, Inc.	$ 259,904.20	1/1/2017
Bradshaw Medical, Inc.	$ 195,135.87	10/1/2018
Madson Investments, LLC	$ 491,119.10	10/1/2028
Total	$ 1,895,706.19	

UDAG Revolving Loan Fund	Principal Balance	Scheduled Maturity Date
MCR Properties, LLC	$ 674,335.37	9/1/2019
R&R Properties of WI, LLC	$ 346,416.86	9/1/2014
Monarch Plastics, Inc.	$ 733,899.41	8/1/2022
Garetto Real Estate, LLC	$ 480,498.62	1/1/2028
R&R Properties of WI, LLC	$ 222,382.87	12/1/2023
Total	$ 2,457,533.13	

Engineering Division
Michael M. Lemens, P.E.
Director/City Engineer
Fleet Maintenance
Mauro Lenci
Superintendent
Administrative Supervisor
Janice D. Schroeder

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

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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 9, 2009

To: G. John Ruffolo, Chairman
Public Works Committee

Eric Haugaard, Chairman
Finance Committee

From: Kevin Risch, P.E. KKR 4-9-09
Assistant City Engineer

Subject: ***Change Order***
Project 08-1208 – Sidewalk & Curb and Gutter Program
Contractor: ***AZAR, LLC, DBA Sam's Cement Construction***

BACKGROUND/ANALYSIS

The contract Project 08-1208 has been completed for some time, but final measured quantities exceeded the contracted amounts. Numerous requests for additional work submitted by aldermen and administration were taken care of with this contract as well as some curb & gutter and sidewalk repair for the Storm Water Utility and other vendors. In addition, staff assigned curb & gutter repairs and handicap ramp installation done in conjunction with water main relay repairs to this contract and that work was intended to be charged to other accounts. Finally, tree damage and handicap ramp work exceeded estimate quantities. Due to execution of the work, the final measured quantities were not available until work was completed.

RECOMMENDATION

Approve the contract change order for extra quantities and recommend to the Common Council the Mayor be authorized to execute the Change Order.

KKR:kkr

THE CITY OF KENOSHA

CHANGE ORDER

Project Name:	Sidewalk & Curb/Gutter Program
Project Number:	08-1208
C.I.P. Line Item:	ST-93-004 & SW-93-004
Purchase Order #:	80999
Contractor:	AZAR LLC
Public Works Committee:	***April 13, 2009***
Finance Committee:	***April 20, 2009***
Common Council:	***April 20, 2009***

City and contractor agree that the above contract is amended by increasing the amount of the contract by ***$67,053.24*** from ***$518,800.00*** to ***$585,853.24.*** This amendment will allow for work already completed.

This change order is approved by:

CONTRACTOR	***CITY OF KENOSHA, MAYOR***
_____	_____
DATE	***DATE***
_____	_____

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CITY OF KENOSHA
SCHEDULES OF DISBURSEMENTS

Disbursement Record 6

Approved by Council _____

The Finance Committee reviewed the attached listing of disbursements for the period from 03/16/09 through 03/31/09 and have approved the disbursements as follows:

1. Checks numbered from 083780 through 084195 as shown on attached listing consisting of:

a.	Debt Service	-0-
b.	Investments	1,726,053.87
c.	All Other Disbursements	3,485,328.24
	SUBTOTAL	5,211,382.11

PLUS:

2. City of Kenosha Payroll Wire Transfers from the same period: 1,198,426.73

TOTAL DISBURSEMENTS APPROVED 6,409,808.84

Eric Haugaard	Katherine Marks
Anthony Kennedy	Daniel Prozanski Jr.
Tod Ohnstad	David Bogdala

I have examined the vouchers listed on the attached sheets and have not found any unauthorized or improper payments. It must be understood that this statement in no way should be interpreted as a guarantee that errors do not exist. I have initially examined the attached vouchers for proper account classification. However, the account classifications as shown for the attached vouchers are subject to change upon subsequent review by both myself and respective department heads of the City of Kenosha.

Respectfully submitted,

Carol L. Stoneato

Director of Finance

(disbursementsblank.share.fin)

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: 04/09/09

Prepared By: MKS

Reviewed By:

START DATE FOR SUMMARY: 3/16 END DATE FOR SUMMARY: 3/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
83780	3/18	COUNTRY INN & SUITES	110-02-52107-263-000	3/9/09 CAREER FAIR	70.00
83781	3/18	RNOW, INC.	630-09-50101-393-000	2/09-PARTS/MATERIAL	932.40
			630-09-50101-393-000	2/09-PARTS/MATERIAL	406.60
			630-09-50101-393-000	2/09-PARTS/MATERIALS	146.28
			630-09-50101-393-000	2/09-PARTS/MATERIALS	140.94
				..... CHECK TOTAL	1,626.22
83782	3/18	CHESTER ELECTRONICS SUPPLY	110-01-51801-389-000	2/09 PW PARTS & MATE	44.27
83783	3/18	HWY C SERVICE	630-09-50101-393-000	2/09 CE-SERVICE/PRTS	15.23
83784	3/18	INTERSTATE ELECTRIC SUPPLY	110-03-53109-375-000	3/09 ST-ELECTRICAL S	117.71
			110-02-52203-246-000	3/09 FD-STN3 ELECTRI	110.21
			110-03-53109-375-000	2/09 ST-ELECTRICAL S	30.10
			110-03-53109-361-000	2/09 ST-ELECTRICAL S	23.42
			501-09-50105-246-000	3/09 ST-ELECTRICAL S	12.27
			110-03-53109-375-000	3/09 ST-ELECTRICAL S	11.68
			110-03-53109-361-000	2/09 ST-ELECTRICAL S	11.13
			110-03-53109-361-000	3/09 ST-ELECTRICAL S	7.10
				..... CHECK TOTAL	323.62
83785	3/18	JANTZ AUTO SALES INC	630-09-50101-393-000	2/09-#2001 PARTS	125.00
83786	3/18	WIS DEPT OF REVENUE	110-09-56507-259-999	2/09 SALES TAX	2,107.68
83787	3/18	LABOR PAPER, THE	401-11-50901-585-000	2/09-PW RESURFACE	27.04
83788	3/18	UNITED HOSPITAL SYSTEMS INC	110-02-52101-219-000	2/09-#09-028902 BLOO	47.30
			110-02-52101-219-000	2/09-#09-0276907 BLO	47.30
				..... CHECK TOTAL	94.60
83789	3/18	M A TRUCK PARTS	520-09-50201-347-000	2/09-MATERIALS/SUPP	2,276.76
			110-02-52203-361-000	2/09-FD MAT'LS/SUPP	915.17
			110-02-52203-344-000	2/09-FD MAT'LS/SUPP	625.42
			206-02-52205-344-000	2/09-FD MATERIALS	291.82
				..... CHECK TOTAL	4,109.17
83790	3/18	BADGER TRUCK CENTER	630-09-50101-393-000	2/09 PARTS & MATERIA	252.10
			630-09-50101-393-000	2/09 PARTS & MATERIA	70.62
				..... CHECK TOTAL	322.72

START DATE FOR SUMMARY: 3/16 END DATE FOR SUMMARY: 3/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
83791	3/18	FIRST SUPPLY CO.	520-09-50401-246-000	2/09 TD MERCHANDISE	36.60
			501-09-50104-344-000	2/09 ST MERCHANDISE	21.54
			501-09-50104-344-000	3/09 PW MERCHANDISE	3.42
				..... CHECK TOTAL	61.56
83792	3/18	SHOPKO DEPT. STORE	110-02-52203-382-000	2/09-FD STN#1 MERCH	97.50
83793	3/18	VAN'S GAS SERVICE INC	630-09-50101-393-000	2/09 SE PROPANE GAS	33.60
83794	3/18	WE ENERGIES	110-03-53109-221-000	#11 02/05-03/06	1,326.43
			110-02-52203-221-000	#11 02/09-03/10	1,029.25
			110-03-53109-221-000	#11 02/04-03/05	924.88
			110-05-55109-221-000	#11 02/05-03/06	827.04
			110-03-53109-221-000	#11 02/09-03/10	777.40
			110-03-53109-221-000	#11 02/02-03/03	718.52
			110-02-52203-222-000	#11 02/09-03/10	658.59
			110-05-55109-222-000	#11 02/04-03/05	571.63
			110-01-51802-222-000	#11 02/09-03/10	551.59
			110-05-55109-221-000	#11 02/04-03/05	415.70
			110-05-55102-221-000	#11 12/04-03/05	344.13
			110-05-55109-222-000	#11 02/09-03/10	282.96
			110-03-53103-221-000	#11 02/02-03/03	277.39
			110-03-53109-221-000	#11 02/05-03/05	254.59
			110-05-55109-221-000	#11 02/09-03/10	194.74
			524-05-50101-222-000	#11 02/04-03/05	188.20
			110-05-55109-221-000	#11 02/05-03/08	165.93
			110-03-53109-221-000	#11 02/05-03/04	162.15
			524-05-50101-221-000	#11 02/04-03/05	101.17
			110-03-53109-221-000	#11 02/03-03/04	82.96
			110-03-53109-221-000	#11 01/01-03/02	74.50
			110-05-55109-221-000	#11 02/08-03/10	65.43
			110-05-55109-221-000	#11 02/10-03/11	58.63
			110-05-55103-222-000	#11 02/02-03/03	57.48
			110-05-55102-221-000	#11 02/05-03/08	55.03
			110-05-55109-221-000	#11 02/08-03/09	46.79
			110-05-55102-221-000	#11 02/04-03/05	46.45
			110-05-55109-221-000	#11 02/03-03/04	42.79
			110-05-55109-222-000	#11 02/05-03/08	40.65
			110-03-53109-221-000	#11 02/08-03/09	32.64
			110-05-55102-221-000	#11 02/09-03/10	28.19
			519-09-50106-221-000	#11 02/09-03/10	25.09
			110-05-55109-221-000	#11 12/01-03/04	25.04
			110-05-55108-221-000	#11 02/09-03/10	21.65
			110-05-55102-221-000	#11 02/10-03/11	17.66
			110-05-55109-222-000	#11 02/08-03/09	16.24
			110-05-55109-221-000	#11 02/06-03/09	16.08
			110-05-55108-221-000	#11 02/08-03/09	15.25
			110-05-55102-221-000	#11 01/07-03/08	15.23
			110-05-55109-222-000	#11 02/03-03/04	8.12

START DATE FOR SUMMARY: 3/16 END DATE FOR SUMMARY: 3/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-05-55109-221-000	#11 01/08-03/09	7.95
			110-05-55102-221-000	#11 01/06-03/08	7.82
			110-05-55108-221-000	#11 12/02-03/05	7.14
				..... CHECK TOTAL	10,587.10
83795	3/18	UW-MADISON	632-09-50101-264-000	COURSE K326,CD #W33	695.00
83796	3/18	KENOSHA CO CIRCUIT COURT	110-01-52001-219-000	19 JUDGMNT DOCKETS	190.00
83797	3/18	WEST GROUP	110-02-52101-322-000	ARREST LAW BULL SUB	268.80
83798	3/18	WETTENGEL CAMPAGNA	110-01-50301-311-000	2/09-LE TONER	590.00
			110-02-52103-235-000	2/09-PD REPAIRS	154.15
				..... CHECK TOTAL	744.15
83799	3/18	URBAN LAND INSTITUTE	110-01-51701-323-000	J.LABAHN 2009 DUES	225.00
83800	3/18	BECKER FLOORING, AWNING	110-02-52206-367-000	3/09 REPAIR TURNOUT	40.00
83801	3/18	FABCO EQUIPMENT, INC.	630-09-50101-393-000	INJECTOR AND CORE	2,957.40
			630-09-50101-393-000	1/09 PARTS & MATERIA	1,730.22
			630-09-50101-393-000	CORE FOR INJECTOR	1,101.40
			630-09-50101-393-000	1/09 PARTS & MATERIA	293.66
			630-09-50101-393-000	2/09 PARTS & MATERIA	33.84
			630-09-50101-393-000	2/09 PARTS & MATERIA	6.88
			630-09-50101-393-000	2/09 PARTS & MATERIA	226.95CR
			630-09-50101-393-000	1/09 PARTS & MATERIA	274.16CR
			630-09-50101-393-000	1/09 PARTS & MATERIA	862.44CR
			630-09-50101-393-000	2/09 PARTS & MATERIA	1,085.28CR
			630-09-50101-393-000	2/09 PARTS & MATERIA	1,288.67CR
				..... CHECK TOTAL	2,385.90
83802	3/18	AT&T	110-01-51801-227-000	2/28-3/27 LOCAL/LD	2,899.67
			110-01-51801-225-000	2/28-3/27 LOCAL/LD	724.93
			110-00-14401-000-000	2/28-3/27 LOCAL/LD	283.75
			110-00-15202-000-000	2/28-3/27 LOCAL/LD	213.95
			520-09-50301-227-000	2/28-3/27 LOCAL/LD	184.40
			110-05-55109-227-000	2/28-3/27 LOCAL/LD	142.35
			110-02-52108-225-000	2/28-3/27 LOCAL/LD	139.00
			110-03-53103-227-000	2/28-3/27 LOCAL/LD	120.45
			110-03-53103-225-000	2/28-3/27 LOCAL/LD	114.12
			521-09-50101-227-000	2/28-3/27 LOCAL/LD	98.60
			632-09-50101-227-000	2/28-3/27 LOCAL/LD	76.65
			520-09-50301-225-000	2/28-3/27 LOCAL/LD	59.38
			110-02-52110-227-000	2/28-3/27 LOCAL/LD	56.90
			520-09-50401-227-000	2/28-3/27 LOCAL/LD	54.75
			501-09-50101-227-000	2/28-3/27 LOCAL/LD	54.75
			632-09-50101-225-000	2/28-3/27 LOCAL/LD	49.09
			110-05-55109-225-000	2/28-3/27 LOCAL/LD	42.69

START DATE FOR SUMMARY: 3/16 END DATE FOR SUMMARY: 3/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-02-52103-227-000	2/28-3/27 LOCAL/LD	35.00
			524-05-50101-227-000	2/28-3/27 LOCAL/LD	32.90
			110-03-53116-227-000	2/28-3/27 LOCAL/LD	32.85
			206-02-52205-227-000	2/28-3/27 LOCAL/LD	21.90
			110-02-52110-225-000	2/28-3/27 LOCAL/LD	17.58
			521-09-50101-225-000	2/28-3/27 LOCAL/LD	12.85
			520-09-50301-327-000	2/28-3/27 LOCAL/LD	11.00
			110-05-55111-227-000	2/28-3/27 LOCAL/LD	10.95
			110-02-52203-227-000	2/28-3/27 LOCAL/LD	10.95
			110-01-51701-227-000	2/28-3/27 LOCAL/LD	10.95
			110-03-53116-225-000	2/28-3/27 LOCAL/LD	10.62
			206-02-52205-225-000	2/28-3/27 LOCAL/LD	8.30
			501-09-50101-225-000	2/28-3/27 LOCAL/LD	7.88
			110-02-52203-225-000	2/28-3/27 LOCAL/LD	1.76
			520-09-50401-227-000	2/28-3/27 LOCAL/LD	.55
			110-02-52109-225-000	2/28-3/27 LOCAL/LD	29.17CR
				..... CHECK TOTAL	5,512.30
83803	3/18	LEXISNEXIS EXPRESS SCREENING	110-01-51303-219-000	2/09 SERVICES	13.00
83804	3/18	WIS DEPT OF JUSTICE	110-01-51303-219-000	2/09 SERVICES	20.00
83805	3/18	DWD-UI	110-09-56308-157-000	2/09 UNEMPLOYMENT	36,368.21
			520-09-50101-157-000	2/09 UNEMPLOYMENT	3,283.92
			522-05-50104-157-000	2/09 UNEMPLOYMENT	832.00
			110-09-56308-157-000	2/09 UNEMPLOYMENT	136.26
			110-09-56308-157-000	2/09 UNEMPLOYMENT	562.94CR
				..... CHECK TOTAL	40,057.45
83806	3/18	KENOSHA ACHIEVEMENT CENTER	520-09-50301-258-000	3/09 SPECIAL TRNSPRT	14,751.00
83807	3/18	OFFICEMAX	632-09-50101-311-000	2/09 SE #1054 OFFICE	809.71
			110-02-52103-311-000	2/09 PD #1055 OFFICE	300.82
			110-05-55101-311-000	2/09 PA #1056 OFFICE	176.90
			110-02-52201-311-000	2/09 FD #1051 OFFICE	105.28
			110-01-50301-311-000	2/09 LE #1057 OFFICE	13.61
			110-01-51301-311-000	2/09 AD #1052 OFFICE	8.73
			632-09-50101-311-000	3/09 SE #1054 PRICE	50.09CR
				..... CHECK TOTAL	1,364.96

START DATE FOR SUMMARY: 3/16 END DATE FOR SUMMARY: 3/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
83808	3/18	HOLMAN, DONALD	110-00-13101-000-000	4-12/09 DENTAL INS	209.34
			611-00-49135-000-000	2009 1ST QTR DENTAL	69.78
			611-00-49135-000-000	4TH QTR 2008 DENTAL	69.78
				..... CHECK TOTAL	348.90
83809	3/18	BANE-NELSON, INC.	405-11-50801-589-000	EST 3-RESTROOM RENV	14,200.00
83810	3/18	NECESSARY ARTS LLC	412-11-50701-579-000	PUSH BUTTON AUDIO	500.00
83811	3/18	SPRINT	110-02-52102-219-000	09-019241 TRACK CHGS	410.00
83812	3/18	BRUCE MCCURDY PHOTOGRAPHY	110-01-51301-311-000	FRAME W/GLASS PRINT	60.00
83813	3/18	PARKSIDE TRUE VALUE HARDWARE	110-02-52203-357-000	2/09-FD SUPPLIES	138.38
			110-02-52203-246-000	2/09-FD SUPPLIES	28.97
			110-02-52203-382-000	2/09-FD SUPPLIES	20.75
			110-01-51306-312-000	2/09-CT SHIPPING CH	2.95
			110-02-52203-344-000	2/09-FD SUPPLIES	.26
				..... CHECK TOTAL	191.31
83814	3/18	JAMES IMAGING SYSTEMS, INC.	632-09-50101-362-000	FAX MACHINE	790.00
			110-02-52601-232-000	2/25-3/24 DH-COPIER	69.00
			110-02-52601-232-000	1/25-2/24 DH-COPIER	69.00
				..... CHECK TOTAL	928.00
83815	3/18	LEE PLUMBING, INC.	110-02-52203-246-000	2/09-FD STN#1 FAUCET	274.00
83816	3/18	PAUL CONWAY SHIELDS	110-02-52206-367-000	1/09-JACKETS	123.98
83817	3/18	HILLSIDE TRUE VALUE	110-03-53103-282-000	2/09-ST MISC. SUPPLI	205.48
			110-02-52203-344-000	2/09-FD MISC. SUPPLI	141.31
			501-09-50105-282-000	2/09-ST MISC. SUPPLI	93.50
			501-09-50104-282-000	2/09-ST MISC. SUPPLI	93.50
			501-09-50104-344-000	2/09-ST MISC. SUPPLI	43.94
			520-09-50201-317-000	2/09-TD MISC. SUPPLI	33.00
			520-09-50401-249-000	2/09-TD MISC. SUPPLI	22.37
				..... CHECK TOTAL	633.10
83818	3/18	CUMMINS NPOWER, LLC	520-09-50201-347-000	2/09 TD PARTS/SERVIC	751.93
			520-09-50201-347-000	2/09 TD PARTS/SERVIC	444.93
			520-09-50201-347-000	2/09 TD PARTS/SERVIC	161.31
				..... CHECK TOTAL	1,358.17

START DATE FOR SUMMARY: 3/16 END DATE FOR SUMMARY: 3/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
83819	3/18	WASTE MANAGEMENT OF WI	110-03-53117-253-416	2/09 851.64 TONS WAS	22,082.26
			501-09-50104-253-000	2/09 179.34 TONNAGE	4,636.82
			110-03-53117-253-416	2/09 96.62 TONS WAST	2,429.03
			110-03-53117-253-417	2/09 13 COMPT PULLS	2,105.88
			501-09-50105-253-000	2/09 20.30 TONNAGE	525.11
			205-03-53118-253-000	2/09 7.83 TONS/STATE	47.04
			205-03-53118-253-000	3/09 1 RECYL PULL	25.95
			205-03-53118-253-000	2/09 1 ENVIRONM FEE	4.00
				..... CHECK TOTAL	31,856.09
83820	3/18	REMY BATTERY CO., INC.	630-09-50101-393-000	2/09-CE BATTERIES	203.42
83821	3/18	KENOSHA STARTER & ALTERNATOR	630-09-50101-393-000	3/09 CE-PARTS/LABOR	136.90
			520-09-50201-347-000	3/09 TD-PARTS/LABOR	117.66
				..... CHECK TOTAL	254.56
83822	3/18	DAVIS & KUELTHAU, S.C.	110-09-56402-219-000	2/09 SERVICES	3,238.00
			110-01-51303-212-000	2/09 SERVICES	1,426.20
				..... CHECK TOTAL	4,664.20
83823	3/18	FASTENAL COMPANY	630-09-50101-393-000	1/09 SE TOOLS OR MAT	22.56
83824	3/18	STEPP EQUIPMENT CO.	630-09-50101-393-000	2/09-PARTS/MATERIAL	484.19
83825	3/18	DAVISON & MULLIGAN, LTD	110-01-50101-219-000	2/09 SERVICES	333.00
83826	3/18	MOHAWK MFG. & SUPPLY CO.	520-09-50201-347-000	2/09-BUS PARTS	659.52
83827	3/18	SAFETY FIRST, INC.	110-02-52206-358-000	NATIONAL FOAM	4,992.00
83828	3/18	WAUSAU EQUIPMENT CO.	630-09-50101-393-000	2/09-#2816 PARTS	1,428.84
83829	3/18	J & M RECOVERY & TOWING	110-02-52103-219-000	2/09-#09-028855 TOW	25.00
83830	3/18	MENARDS (KENOSHA)	110-05-55109-361-000	2/09-LINCOLN BLDG	312.34
			110-03-53103-344-000	2/09-ST MERCHANDISE	219.00
			110-03-53103-387-000	2/09-ST MERCHANDISE	42.99
			110-05-55109-361-000	2/09-PA MERCHANDISE	39.44
			110-03-53103-389-000	2/09-ST MERCHANDISE	29.48
			110-05-55109-389-000	2/09-PA BEACHHOUSE	19.95
			521-09-50101-344-000	2/09-AR MERCHANDISE	3.29
				..... CHECK TOTAL	666.49

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
83831	3/18	DAVIES & CO, INC, D W	110-03-53107-344-000	LIQUA LUBE	666.23
83832	3/18	HALLMAN LINDSAY	110-05-55109-244-000	2/09-PA PICNIC TBLE	219.12
			110-05-55109-244-000	2/09-PA LINCOLN PK	40.38
				..... CHECK TOTAL	259.50
83833	3/18	NEXTEL COMMUNICATIONS	110-02-52109-226-000	3/09-PHONE SERVICE	306.82
83834	3/18	DECATUR ELECTRONICS	110-02-52103-389-000	FORK SET	80.00
			110-02-52103-389-000	CARRYING CASE	59.99
			110-02-52103-389-000	FORK	20.00
				..... CHECK TOTAL	159.99
83835	3/18	AUTO GLASS SPECIALISTS, INC.	630-09-50101-393-000	2/09 SE GLASS & ACCE	130.00
			520-09-50201-344-000	2/09 TD GLASS & ACCE	108.45
				..... CHECK TOTAL	238.45
83836	3/18	TIME WARNER CABLE	520-09-50301-233-000	2-3/09 TRANSIT-RDRN	298.00
			110-01-51102-233-000	2/17-3/16 CITY HALL	239.95
			110-01-51102-233-000	2/09-4/08 FD-BRDBND	155.90
			110-01-51102-233-000	2/19-3/18 STORES RR	139.95
			110-01-51102-233-000	1-3/09 PRICE CORR	183.30CR
				..... CHECK TOTAL	650.50
83837	3/18	AIRVAC	110-02-52203-246-000	AIRVAC 911 SYSTEM	2,370.00
83838	3/18	GATEWAY TECH COLLEGE	206-02-52205-219-000	2009 KFD EMS REFRESH	2,015.20
83839	3/18	BOUND TREE MEDICAL, LLC	206-02-52205-369-000	REGULATORS, CUFFS	1,285.52
			206-02-52205-369-000	SPLINT-ADULT	403.18
			206-02-52205-361-000	STECHOSCOPE, FORCEPS	195.21
			206-02-52205-361-000	STECHOSCOPE, FORCEPS	149.24
			206-02-52205-369-000	REGULATORS, CUFFS	113.80
			206-02-52205-369-000	STRAP, ADULT	36.18
			206-02-52205-369-000	STRAP, ADULT	36.18
			206-02-52205-369-000	REPLACEMENT STRAP	35.24
			206-02-52205-318-000	MEDICAL SUPPLIES	767.00CR
				..... CHECK TOTAL	1,487.55
83840	3/18	INTERNATIONAL COUNCIL	110-01-51701-323-000	J.LABAHN 2009 DUES	100.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
83841	3/18	MCDEVITT'S TOWING	110-02-52103-219-000	3/09-#09-030242 TOW	25.00
83842	3/18	J & L LANDSCAPING	633-09-50101-259-000	2/09 SNOW & ICE RMV	969.00
83843	3/18	NICOLET NATURAL SE	761-09-50101-389-000	2/09 WATER COOLER	7.95
83844	3/18	BLUEGLOBES INC.	521-09-50101-375-000	2/09 LIGHTS/MISC PAR	679.61
83845	3/18	ROLAND MACHINERY	630-09-50101-393-000	2/09-#2235 PARTS	787.27
83846	3/18	AIRGAS NORTH CENTRAL	206-02-52205-389-000	2/09 FD-OXYGEN CYLN	42.82
			206-02-52205-389-000	3/09 FD-OXYGEN CYLN	23.63
			206-02-52205-389-000	2/09 FD-OXYGEN CYLN	15.31
			206-02-52205-389-000	2/09 FD-OXYGEN CYLN	15.31
				..... CHECK TOTAL	97.07
83847	3/18	MARTIN, DONALD	611-00-49135-000-000	2009 1ST QTR DENTAL	69.78
			611-00-49135-000-000	2008 4TH QTR DENTAL	69.78
				..... CHECK TOTAL	139.56
83848	3/18	GRAEF, ANHALT, SCHLOEMER	417-11-50702-589-000	12/08 PLACE DE DOUAI	6,581.82
			417-11-50702-589-000	1/09 PLACE DE DOUAI	4,085.32
				..... CHECK TOTAL	10,667.14
83849	3/18	RED THE UNIFORM TAILOR	110-02-52206-367-000	2/09 UNIFORMS	277.35
			110-02-52206-367-000	2/09 UNIFORMS	267.75
			110-02-52206-367-000	2/09 UNIFORMS	266.00
			110-02-52206-367-000	2/09 UNIFORMS	139.90
			110-02-52206-367-000	2/09 UNIFORMS	139.90
			110-02-52206-367-000	2/09 UNIFORMS	139.90
			110-02-52206-367-000	2/09 UNIFORMS	139.90
			110-02-52206-367-000	2/09 UNIFORMS	139.90
			110-02-52206-367-000	2/09 UNIFORMS	139.90
			110-02-52206-367-000	2/09 UNIFORMS	139.90
			110-02-52206-367-000	2/09 UNIFORMS	139.90
			110-02-52206-367-000	2/09 UNIFORMS	139.90
			110-02-52206-367-000	2/09 UNIFORMS	139.90
			110-02-52206-367-000	2/09 UNIFORMS	139.90
			110-02-52206-367-000	2/09 UNIFORMS	137.45
			110-02-52206-367-000	2/09 UNIFORMS	129.10
			110-02-52206-367-000	2/09 UNIFORMS	69.95
			110-02-52206-367-000	2/09 UNIFORMS	69.95
			110-02-52206-367-000	2/09 UNIFORMS	58.95
			110-02-52206-367-000	2/09 UNIFORMS	58.95
			110-02-52206-367-000	2/09 UNIFORMS	42.95
				..... CHECK TOTAL	3,057.20

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
83850	3/18	BEST WESTERN HARBORSIDE	252-06-50559-259-000	#1649573 S.LOVE/HTL	410.00
			252-06-50559-259-000	#1649572 J.RULE/HTL	350.00
				..... CHECK TOTAL	760.00
83851	3/18	AURORA HEALTH CARE	206-02-52205-318-000	2/09 DRUG PURCHASES	3.78
83852	3/18	RICE, WILLIAM J JR.	611-00-49135-000-000	2009 1ST QTR DENTAL	69.78
			611-00-49135-000-000	2008 4TH QTR DENTAL	69.78
				..... CHECK TOTAL	139.56
83853	3/18	ZUZINEC, RALPH	611-00-49135-000-000	2009 1ST QTR DENTAL	139.56
			611-00-49135-000-000	2008 4TH QTR DENTAL	139.56
				..... CHECK TOTAL	279.12
83854	3/18	LOWELL INN AND CONFERENCE CT	632-09-50101-263-000	M. LENCI 4/28-30/09	188.00
83855	3/18	NEW URBAN RESEARCH, INC	501-09-50101-264-000	BILLINGSLEY 4/17/09	495.00
83856	3/18	DESCHNEAU, JUDITH	611-00-49135-000-000	2009 1ST QTR DENTAL	69.78
83857	3/18	HAFKE, WILLIAM	611-00-49135-000-000	2009 1ST QTR DENTAL	69.78
			611-00-49135-000-000	2008 4TH QTR DENTAL	69.78
				..... CHECK TOTAL	139.56
83858	3/18	HEBIOR, ERNEST	611-00-49135-000-000	2008 4TH QTR DENTAL	139.56
83859	3/18	HIGGENS, JAMES	611-00-49135-000-000	2009 1ST QTR DENTAL	139.56
			611-00-49135-000-000	2008 4TH QTR DENTAL	139.56
				..... CHECK TOTAL	279.12
83860	3/18	JOHNSON, TIMOTHY	611-00-49135-000-000	2009 1ST QTR DENTAL	139.56
			611-00-49135-000-000	2008 4TH QTR DENTAL	139.56
				..... CHECK TOTAL	279.12
83861	3/18	TREDUP, KENNETH	611-00-49135-000-000	2009 1ST QTR DENTAL	139.56
			611-00-49135-000-000	2008 4TH QTR DENTAL	139.56
				..... CHECK TOTAL	279.12
83862	3/18	KLINKHAMMER, NORBERT	611-00-49135-000-000	2009 1ST QTR DENTAL	139.56
			611-00-49135-000-000	2008 4TH QTR DENTAL	139.56
				..... CHECK TOTAL	279.12

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
83863	3/18	SCHLITZ, MARK	611-00-49135-000-000	2008 4TH QTR DENTAL	139.56
			611-00-49135-000-000	2009 1ST QTR DENTAL	69.78
				..... CHECK TOTAL	209.34
83864	3/18	SYTKOWSKI, JOHN	611-00-49135-000-000	2009 1ST QTR DENTAL	139.56
			611-00-49135-000-000	2008 4TH QTR DENTAL	139.56
				..... CHECK TOTAL	279.12
83865	3/18	HONEY, MARK	611-00-49135-000-000	2009 1ST QTR DENTAL	69.78
			611-00-49135-000-000	2008 4TH QTR DENTAL	69.78
				..... CHECK TOTAL	139.56
83866	3/18	SHAWHAN, ROGER J	110-00-45103-000-000	FINE PAYMENT	30.00
			110-00-45104-000-000	FINE PAYMENT	28.00
			110-00-21910-000-000	FINE PAYMENT	10.00
			110-00-21911-000-000	FINE PAYMENT	8.00
			110-00-21901-000-000	FINE PAYMENT	7.80
				..... CHECK TOTAL	83.80
83867	3/18	HERBRECHTSMEIER, JULIA A	110-00-21904-000-000	CASH BOND J800295	37.80
83868	3/18	MOTORS & BLOWERS LLC	110-00-21106-000-000	2008 PP TAX OVERPAY	1.15
83869	3/18	COUNTRY INN & SUITES	110-02-52107-263-000	2/15-20/09 HECKEL	546.50
83870	3/18	BONNER, ALLISON	110-00-21902-000-000	OVERPAYMENT OF FINE	83.80
83871	3/18	JACKSON, MICKEY D.	110-09-56305-166-000	2/17-3/17/09 PPD	962.00
83872	3/18	SALAS, DEBBIE	110-01-51201-261-000	3/4/09 ELKHORN	47.30
83873	3/18	KRYSTOWIAK, PETER	110-01-50901-261-000	3/02-3/09 WIS DELLS	178.75
			110-01-50901-263-000	3/02-3/09 WIS DELLS	62.00
			110-01-50901-264-000	3/02-3/09 WIS DELLS	50.00
			110-01-50901-264-000	3/02-3/09 WIS DELLS	35.00
			110-01-50901-263-000	3/02-3/09 WIS DELLS	25.69
				..... CHECK TOTAL	351.44
83874	3/18	BROADWAY, LEE	611-00-49135-000-000	2008 4TH QTR DENTAL	69.78

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
83875	3/18	CORREA, VICENTE	110-02-52107-263-000	3/09-10 PLATTEVILLE	25.00
83876	3/18	JEREDA, SARA A.	110-02-52101-219-000	3/02/09 COURT DUTY	185.33
83877	3/20	AMALGAMATED TRANSIT UN 998	110-00-21556-000-000	3/20/09 UNION DUES	2,441.02
83878	3/20	ACCUTEMP MECHANICAL INC	633-09-50101-241-000	PREVENTATIVE MAINT.	605.75
83879	3/20	GENERAL COMMUNICATIONS, INC.	110-02-52103-389-000	SWIVEL D CLIPS	225.00
			110-02-52103-389-000	VOLUME KNOBS	45.96
			110-02-52103-389-000	SPACER	17.22
			110-02-52103-389-000	PLASTIC PIECES	17.22
			110-02-52103-389-000	RUBBER SEAL,	11.58
				..... CHECK TOTAL	316.98
83880	3/20	CARDINAL HEALTH	206-02-52205-318-000	3/09 MEDICAL SUPPLIE	100.88
			206-02-52205-318-000	2/09 MEDICAL SUPPLIE	94.80
			206-02-52205-318-000	2/09 MEDICAL SUPPLIE	94.80
			206-02-52205-318-000	2/09 MEDICAL SUPPLIE	19.77
				..... CHECK TOTAL	310.25
83881	3/20	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	3/20/09 CITY HRLY	16,818.37
			110-00-21562-000-000	3/20/09 WATER HRLY	4,013.00
			110-00-21562-000-000	3/20/09 MUSEUM HRLY	115.00
				..... CHECK TOTAL	20,946.37
83882	3/20	KENOSHA COUNTY SHERIFF DEPT	110-02-52108-256-000	2/09 PRISONER MAINT	1,963.00
83883	3/20	UNITED HOSPITAL SYSTEMS INC	110-09-56306-161-000	12/4/08 T HANSEN	14,473.61
			110-09-56306-161-000	11/7/08 S NORD	419.85
			110-09-56306-161-000	1/10/09 N BENVENUTO	372.69
				..... CHECK TOTAL	15,266.15
83884	3/20	TRAFFIC & PARKING CONTROL CO	110-03-53110-372-000	2/09 SIGNS TRAFFIC S	277.70
83885	3/20	KENOSHA WATER UTILITY	521-09-50101-223-000	#2 12-1/09 STRMWATR	20,367.37
			110-05-55109-223-000	#2 12-1/09 STRMWATR	3,915.93
			110-03-53103-223-000	#2 12-1/09 STRMWATR	2,322.11
			205-03-53119-223-000	#2 12-1/09 STRMWATR	1,002.98
			520-09-50301-223-000	#2 12-1/09 STRMWATR	48.54
			463-11-50601-589-000	#2 12-1/09 STRMWATR	26.84
			463-11-50601-589-000	#2 12-1/09 STRMWATR	25.58
				..... CHECK TOTAL	27,709.35

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
83886	3/20	DATA FINANCIAL BUSINESS	110-01-51101-311-000	CHECK SIGNER ROLLER	79.00
83887	3/20	LEITCH PRINTING CORPORATION	520-09-50301-311-000	3/09 TD- LOT 23 PERM	540.60
			520-09-50301-311-000	3/09 TD-PARKING PERM	537.97
				..... CHECK TOTAL	1,078.57
83888	3/20	REINDERS INC.	630-09-50101-393-000	2/09 #2573 PARTS & S	1,113.33
			110-05-55102-369-000	SPRING TINE	612.67
			630-09-50101-393-000	2/09 CE PARTS & SERV	147.12
			630-09-50101-393-000	2/09 PARTS & SERVICE	24.20
				..... CHECK TOTAL	1,897.32
83889	3/20	WEST GROUP	110-01-50301-322-000	2/09-SUBSCRIPTIONS	1,250.00
83890	3/20	WIS FUEL & HEATING INC	630-09-50101-393-000	3/09 CE LUBRICANTS	131.75
83891	3/20	ZARNOTH BRUSH WORKS, INC.	501-09-50104-344-000	2/09-SWEEPER PARTS	1,356.00
83892	3/20	LARK UNIFORM, INC.	110-02-52103-367-000	2/09 UNIT 372 UNIFOR	108.90
83893	3/20	BATTERIES PLUS COMMERCIAL	630-09-50101-393-000	3/09 BATTERIES & SUP	54.00
83894	3/20	UNITED HEALTHCARE CLAIMS	611-09-50101-155-527	2/09 MEDICAL CLAIMS	1,059,776.00
			611-09-50101-155-525	2/09 DENTAL CLAIMS	50,409.00
				..... CHECK TOTAL	1,110,185.00
83895	3/20	BANK ONE, KENOSHA	110-00-21513-000-000	3/20/09 HRLY DEDUCT	19,054.34
			110-00-21612-000-000	3/20/09 HRLY DEDUCT	11,785.79
			110-00-21511-000-000	3/20/09 HRLY DEDUCT	11,785.71
			110-00-21614-000-000	3/20/09 HRLY DEDUCT	2,843.64
			110-00-21514-000-000	3/20/09 HRLY DEDUCT	2,843.50
				..... CHECK TOTAL	48,312.98
83896	3/20	ACL LABS	110-02-52101-219-000	2/09 LAB FEES	124.80
83897	3/20	AT&T	110-02-52108-225-000	03/04-04/03 656-1234	164.42
			110-02-52110-225-000	03/10-04/06 657-3937	42.51
			521-09-50101-225-000	03/10-04/09 658-0870	27.38
			521-09-50101-225-000	03/04-04/03 656-1586	27.38
			110-02-52201-225-000	03/10-04/09 657-6133	27.38
			110-01-51801-225-000	03/01-03/31 605-9294	27.38
				..... CHECK TOTAL	316.45

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83898	3/20	HUMANA	206-00-13107-000-000	A.NASH 12/10/08	346.00
			206-00-13107-000-000	S.AMBROSE 6/10/08	100.50
				..... CHECK TOTAL	446.50
83899	3/20	NEHER ELECTRIC SUPPLY	630-09-50101-393-000	2/09-PHILLIPS LAMPS	2,364.00
83900	3/20	FEDEX	520-09-50301-311-000	2/24/09 TD-SHIPMNT	43.48
83901	3/20	OFFICEMAX	110-01-51101-311-000	3/09 FN #1060 OFFICE	1,399.83
			110-01-50901-311-000	3/09 AS #1059 OFFICE	489.54
			631-09-50101-362-000	30"SHELF	221.20
			110-01-51303-311-000	3/09 HR #1042 OFFICE	63.00
			110-05-55109-311-000	3/09 PA #1058 OFFICE	61.26
			110-05-55109-311-000	3/09 PA #1058 OFFICE	3.78
				..... CHECK TOTAL	2,238.61
83902	3/20	PAT'S SERVICES, INC.	205-03-53119-282-000	2/09-PORTABLE TOILET	63.00
83903	3/20	R/C ELECTRONIC	110-02-52103-369-000	GPS COMBO ANTENNA	857.70
83904	3/20	HOLLAND SUPPLY, INC.	501-09-50104-344-000	3/09-ST HYDRAULICS	158.42
			521-09-50101-344-000	3/09-AR HYDRAULICS	130.46
			630-09-50101-393-000	3/09-CE HYDRAULICS	78.48
			501-09-50105-344-000	3/09-ST HYDRAULICS	38.44
			630-09-50101-393-000	3/09-CE HYDRAULICS	22.61
				..... CHECK TOTAL	428.41
83905	3/20	VAMC, 136B	206-00-13107-000-000	F.KESSLER 2/05/07	288.50
83906	3/20	LEE'S RENT IT	110-05-55109-282-000	3/09-ORILETTI CARPT	44.65
83907	3/20	PANCHERI, MICHAEL	110-00-11211-000-000	GOLF CRSE START UP	2,400.00
83908	3/20	SCHELBLE & HEMMER, S.C.	110-00-21581-000-000	3/20/09 B.GARRETT	114.58
83909	3/20	EMS MEDICAL BILLING ASSOC.	206-02-52205-219-000	1/09 BILLING FEE	13,433.80
			206-02-52205-219-000	2/09 BILLING FEE	12,774.98
				..... CHECK TOTAL	26,208.78
83910	3/20	BENEFICIAL WISCONSIN, INC	110-00-21581-000-000	3/20/09 JURKIEWICZ	2.57

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
83911	3/20	HEARTLAND BUSINESS SYSTEMS	110-01-51102-539-000	WIRELESS NETWORK	16,503.00
			110-01-51102-539-000	WIRELESS NETWORK	4,400.00
			110-01-51102-539-000	SITE SURVEY DISCOUNT	900.00CR
				..... CHECK TOTAL	20,003.00
83912	3/20	ROCHESTER MIDLAND CORP	520-09-50201-317-000	PARTS WASH CHEMICAL	634.89
83913	3/20	WAMBOLDT LASKY ELECTRIC	110-00-21106-000-000	2008 PP TAX OVERPAY	14.27
83914	3/20	JAMES IMAGING SYSTEMS, INC.	110-02-52101-232-000	3/09 PD-COPIER SERVI	168.00
			110-02-52103-232-000	3/09 PD-SERVICE AGRE	100.00
			110-01-50101-232-000	3/09 CT-COPIER SERVI	67.00
			110-01-51303-232-000	3/09 PE-COPIER SERV	62.00
			110-01-51301-232-000	3/09 AD-COPIER SERVI	62.00
			110-02-52103-232-000	2/09 PD-COPY OVERS	49.80
			501-09-50105-232-000	3/09 ST-COPIER MAINT	32.00
			110-03-53103-232-000	3/09 ST-COPIER MAINT	32.00
			110-01-50301-232-000	3/09 LE-COPIER MAINT	31.00
			631-09-50101-232-000	3/09 PW-COPIER SERVI	24.80
			501-09-50101-232-000	3/09 PW-COPIER SERVI	18.60
			110-03-53101-232-000	3/09 PW COPIER SERVI	18.60
			110-03-53101-232-000	2/09 PW-OVERAGE CHG	12.00
				..... CHECK TOTAL	677.80
83915	3/20	HOMETOWN INC.	520-09-50106-341-000	3/09-DIESEL FUEL	12,012.49
83916	3/20	NORTHERN MIST LAWN SPRINKLER	110-05-55104-249-000	SPRINKLER HEADS	960.00
			110-05-55104-249-000	VALVES	960.00
				..... CHECK TOTAL	1,920.00
83917	3/20	LAKESIDE CLEANERS	110-02-52103-259-000	2/09-PD DRYCLEANING	15.40
83918	3/20	HANSMANN PRINTING	110-02-52103-311-000	3/09 PD-BC'S/OT SLP	655.50
83919	3/20	AT&T	206-02-52205-225-000	2/09 653-9156	66.72
			110-01-51801-225-000	2/09 653-8297	35.30
				..... CHECK TOTAL	102.02
83920	3/20	NORTHLAND EQUIPMENT	630-09-50101-393-000	2/09 #2598 FURNISH	146.24

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
83921	3/20	STATE BAR OF WISCONSIN	110-01-50301-322-000	3/09 APPELLATE PROC	18.63
83922	3/20	MENARDS (KENOSHA)	110-02-52203-382-000	2/09 FD-STA 1 MERCHA	214.50
			110-05-55109-357-000	2/09 PA ORBILETTI	148.49
				..... CHECK TOTAL	362.99
83923	3/20	BELLE CITY FIRE EXTINGUISHER	632-09-50101-235-000	2/09 SE EXTINGUISHER	180.75
			110-02-52203-389-000	2/09 FD EXTINGUISHER	24.60
				..... CHECK TOTAL	205.35
83924	3/20	PLATINUM SYSTEMS	422-11-50904-519-000	PRINTER	6,980.00
			422-11-50904-519-000	PRINTER ARMREST	5,000.00
			422-11-50904-519-000	CAR ADAPTER	700.00
			422-11-50904-519-000	6 FT USB TO MINI	160.00
				..... CHECK TOTAL	12,840.00
83925	3/20	COUNTRYWIDE TAX SERV. CORP	110-00-21106-000-000	2008 TAX 3013 74 ST	1,000.00
83926	3/20	WIS SCTF	110-00-21581-000-000	3/20/09 HRLY DEDUCT	2,033.21
83927	3/20	LASER NET INC	110-01-51101-314-000	2/09-MICROFICHE PROC	1,133.41
83928	3/20	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	3/20/09 J.PETRILLO	139.82
83929	3/20	AUTO GLASS SPECIALISTS, INC.	520-09-50201-347-000	2/09 TD GLASS & ACCE	280.00
83930	3/20	GRAINGER	110-02-52203-344-000	3/09-FD PARTS/MAT'LS	50.58
			632-09-50101-389-000	3/09-SE PARTS/MAT'LS	42.34
			632-09-50101-389-000	3/09-SE PARTS/MAT'LS	42.34
			110-02-52203-369-000	3/09-FD PARTS/MATERI	6.22
				..... CHECK TOTAL	141.48
83931	3/20	TALL GUY PRODUCTIONS	110-01-51102-233-000	2/09 TAXPAY UPDATE	37.50
83932	3/20	ROCKFORD IND. WELDING	110-03-53103-389-000	2/09-ST SUPPLIES	6.28
			110-03-53103-235-000	2/09-SUPPLIES/REPAIR	4.40
				..... CHECK TOTAL	10.68
83933	3/20	ARBITRAGE REBATE COMPANY	491-11-50101-219-000	03A ISSUE	2,500.00
			305-12-50101-219-000	04B REF ISSUE	2,500.00
				..... CHECK TOTAL	5,000.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
83934	3/20	TRANS UNION LLC	110-02-52101-219-000	1/26-2/25/09 SERVICE	6.65
83935	3/20	NATIONAL ELEVATOR INSP SVS	633-09-50101-242-000	812-56 ST-INSPECTION	76.00
83936	3/20	NORTHERN SAFETY CO INC	110-03-53116-389-000	GLOVES - RUBBER PALM	515.52
			110-03-53116-389-000	GLOVES - RUBBER PALM	515.52
			110-03-53116-389-000	GLOVES - FLEX PLUS	119.60
			110-03-53116-389-000	GLOVES - FLEX PLUS	95.68
			110-03-53116-389-000	SAFETY EYEWEAR N-SPE	87.48
			110-03-53116-389-000	QUOTED PRICES CORR	172.80CR
				..... CHECK TOTAL	1,161.00
83937	3/20	LEXISNEXIS	110-01-50301-219-000	2/09 ONLINE MATERIAL	223.00
83938	3/20	BUSCHE, JUDY L.L.C.	110-01-50301-219-000	2/09 PROCESS SERVICE	305.00
			110-01-50101-219-000	2/09 PROCESS SERVICE	50.00
				..... CHECK TOTAL	355.00
83939	3/20	VERSANT, INC	520-09-50301-219-000	12/08 UPDATE WINTER	1,165.79
			520-09-50301-219-000	2/09 BUS EXT RESIZE	345.00
				..... CHECK TOTAL	1,510.79
83940	3/20	PROCESSWORKS INC.	110-00-21578-000-000	3/17/09 CK REG	3,547.47
			110-00-21578-000-000	3/17/09 CK REG-2008	1,535.98
				..... CHECK TOTAL	5,083.45
83941	3/20	MILWAUKEE TRUCK SALES INC	630-09-50101-393-000	3/09 #2064 PARTS	9.73
83942	3/20	UNITED HEALTHCARE	206-00-13107-000-000	R.DEBERGE 11/10/08	457.00
			206-00-13107-000-000	M.PETERSEN 2/17/08	384.30
				..... CHECK TOTAL	841.30
83943	3/20	BRUCE MUNICIPAL EQUIPMENT	632-09-50101-263-000	3/10/09 ROOM CHGS	114.34
			501-09-50105-263-000	3/10/09 ROOM CHGS	114.34
				..... CHECK TOTAL	228.68
83944	3/20	JANI-KING OF MILWAUKEE	633-09-50101-243-000	3/09-JANITORIAL SVC	1,084.00
83945	3/20	RED THE UNIFORM TAILOR	110-02-52103-367-000	2/09 POLICE UNIFORMS	207.80
			110-02-52103-367-000	2/09 POLICE UNIFORMS	155.85
			110-02-52103-367-000	3/09 POLICE UNIFORMS	132.95
			110-02-52103-367-000	3/09 POLICE UNIFORMS	125.70
			110-02-52103-367-000	3/09 POLICE UNIFORMS	113.00
			110-02-52103-367-000	3/09 POLICE UNIFORMS	87.90
			110-02-52103-367-000	3/09 POLICE UNIFORMS	72.95
				..... CHECK TOTAL	896.15

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
83946	3/20	STATE DISBURSEMENT	110-00-21581-000-000	3/20/09 S.WELLS	27.71
83947	3/20	BALISTRERI AND ASSOCIATES	110-09-56306-161-000	5/24/08 J HECKER	130.40
			110-09-56306-161-000	5/24/08 J HECKER	130.40
			110-09-56306-161-000	5/24/08 J HECKER	130.40
			110-09-56306-161-000	5/24/08 J HECKER	104.32
			110-09-56306-161-000	5/24/08 J HECKER	96.50
				..... CHECK TOTAL	592.02
83948	3/20	COMPREHENSIVE ORTHOPAEDICS	110-09-56306-161-000	12/4/08 T HANSEN	6,836.55
			110-09-56306-161-000	12/4/08 T HANSEN	341.70
			110-09-56306-161-000	12/4/08 T HANSEN	227.80
			110-09-56306-161-000	1/14/09 T LEIPZIG	128.35
				..... CHECK TOTAL	7,534.40
83949	3/20	MEMORIAL HOSP BURLINGTON	110-09-56306-161-000	11/17/08 B WILSON	18,022.52
83950	3/20	INTRACORP	110-09-56306-161-000	5/24/08 J HECKER	433.95
			110-09-56306-161-000	7/18/07 K MIKOLAS	264.00
				..... CHECK TOTAL	697.95
83951	3/20	MIDWEST PHYS ANES SRVCS	110-09-56306-161-000	12/4/08 T HANSEN	2,197.25
83952	3/20	IOD INCORPORATED	110-09-56306-161-000	11/3/08 W HOFFMANN	49.80
			110-09-56306-161-000	11/3/08 W HOFFMANN	8.50
			110-09-56306-161-000	1/13/09 J KAVANAUGH	8.50
				..... CHECK TOTAL	66.80
83953	3/20	KENOSHA EMERGENCY PHYSICIANS	110-09-56306-161-000	1/17/09 R BERNER	319.60
83954	3/20	UNITED OCC MEDICINE	110-09-56306-161-000	1/12/09 D WILFINGER	124.10
83955	3/20	AURORA HEALTH CARE	110-09-56306-161-000	7/18/07 K MIKOLAS	2,372.92
			110-09-56306-161-000	11/17/08 B WILSON	783.11
			110-09-56306-161-000	REISSUE CK 80898	502.17
			110-09-56306-161-000	12/30/07 M RIVERA	238.48
			110-09-56306-161-000	12/30/07 M RIVERA	227.04
			520-09-50101-161-000	REISSUE CK 80898	146.96
			110-09-56306-161-000	REISSUE CK 80898	131.12
			110-09-56306-161-000	12/30/07 M RIVERA	101.20
				..... CHECK TOTAL	4,503.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
83956	3/20	ATHLETIC & THERAPEUTIC INST.	110-09-56306-161-000	7/18/07 K MIKOLAS	406.66
			110-09-56306-161-000	7/18/07 K MIKOLAS	337.66
			110-09-56306-161-000	7/18/07 K MIKOLAS	337.66
				..... CHECK TOTAL	1,081.98
83957	3/20	AMG IMAGING SERVICES	110-09-56306-161-000	1/13/09 J KAVANAUGH	655.60
			110-09-56306-161-000	7/18/07 K MIKOLAS	420.64
			110-09-56306-161-000	11/17/08 B WILSON	245.52
				..... CHECK TOTAL	1,321.76
83958	3/20	KARASTI, GARY	611-09-50101-155-000	GENERIC DRUGS	15.00
83959	3/20	OFFSITE, LLC	110-00-21106-000-000	2008 PP TAX OVERPAY	2.37
83960	3/20	AMBROSE, STANLEY	206-00-13107-000-000	S.AMBROSE 6/10/08	50.00
83961	3/20	CERVANTES, AGUSTIN	110-00-21106-000-000	2008 PP TAX OVERPAY	1.91
83962	3/20	WERNESKI, JUDITH	110-00-21106-000-000	2008 RE TAX OVERPAY	107.90
83963	3/20	ANTHEM	206-00-13107-000-000	L.ANGOTTI 9/21/08	407.11
			206-00-13107-000-000	K.JOHNSON 8/09/08	308.98
				..... CHECK TOTAL	716.09
83964	3/20	SORENSON, CAL & BRENDA	110-00-21106-000-000	REISSUE CK 82195	32.79
83965	3/20	OLDANI, CHRISTOPHER AND	110-00-21106-000-000	REISSUE CK 82466	113.71
83966	3/20	HEBIOR, ERNEST	611-09-50101-155-000	GENERIC DRUGS	645.00
83967	3/20	MAC'S DELI ENTERPRISES	110-00-21106-000-000	2008 PP TAX OVERPAY	3.20
83968	3/20	CLELAND, HOWARD & ANGELA	110-00-21106-000-000	2008 RE TAX OVERPAY	2.15
83969	3/20	CONTI, GILDA	611-00-49135-000-000	2009 1ST QTR DENTAL	69.78
83970	3/20	AULOZZI, ANTOINETTE	611-00-49135-000-000	2009 HEALTH INS PREM	936.04
83971	3/20	ESTATE OF DONALD STREICH	611-00-49135-000-000	3/09 HEALTH INS PREM	468.02

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
83972	3/20	ESTATE OF LEO KONRAD	611-00-49135-000-000	2-3/09 HEALTH INS	936.04
83973	3/20	WHITE, RENEE R	110-00-45103-000-000	FINE PAYMENT	30.00
			110-00-45104-000-000	FINE PAYMENT	28.00
			110-00-21910-000-000	FINE PAYMENT	10.00
			110-00-21911-000-000	FINE PAYMENT	8.00
			110-00-21901-000-000	FINE PAYMENT	7.80
				..... CHECK TOTAL	83.80
83974	3/20	WAYNE, JEAN	110-00-21904-000-000	L LEHMANN BOND	423.00
83975	3/20	DOUGHERTY, PETRA K	110-00-21109-000-000	CRT PAYMENT-J799221	10.00
83976	3/20	RANDY ZOERNER	611-09-50101-155-000	GENERIC DRUGS	90.00
83977	3/20	STRUTHERS, ROSE	206-00-13107-000-000	9/29/08 AMBULANCE	36.15
83978	3/20	DEBERGE, ROSALIND	206-00-13107-000-000	11/10/08 AMBULANCE	22.00
83979	3/20	LAWELL, LESLIE	206-00-13107-000-000	9/05/08 AMBULANCE	74.37
83980	3/20	CORNELL, DELBERT	206-00-13107-000-000	10/15/08 AMBULANCE	38.50
83981	3/20	BINNINGER, GARETH	206-00-13107-000-000	9/04/08 AMBULANCE	25.00
83982	3/20	KEARNEY, NANCY	206-00-13107-000-000	12/01/08 AMBULANCE	69.38
83983	3/20	AMERICHOICE	206-00-13107-000-000	12/06/08 AMBULANCE	227.80
83984	3/20	FREDRICKSEN, MARGARET	206-00-13107-000-000	12/07/08 AMBULANCE	70.69
83985	3/20	KING, CHARLES	611-09-50101-155-000	GENERIC DRUGS	210.00
83986	3/20	COOPER, DANIEL	110-02-52107-263-000	3/9-10/09-PLATTEVLLE	25.00
83987	3/20	WARNOCK, JEFF	110-01-51101-263-000	RISK/SAFETY MTG EXP	25.00
83988	3/25	ACE HARDWARE	630-09-50101-393-000	TIDE	599.40
83989	3/25	VIKING ELECTRIC SUPPLY	110-03-53109-361-000	3/09-ST ELECTRICAL	29.71

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
83990	3/25	JANTZ AUTO SALES INC	630-09-50101-393-000	3/09-MERCHANDISE	200.00
83991	3/25	CARDINAL HEALTH	206-02-52205-318-000	3/09 MEDICAL SUPPLIE	353.14
			206-02-52205-318-000	3/09 MEDICAL SUPPLIE	140.50
				..... CHECK TOTAL	493.64
83992	3/25	KINDY OPTICAL	110-01-51303-164-000	1/09-2/09-SAFETY GL	518.80
83993	3/25	KRANZ, INC.	110-01-50602-389-000	BAGS	159.52
			110-01-50602-389-000	8607 VINYL GLOVE	65.10
			110-01-50602-389-000	8607 VINYL GLOVE	65.10
			110-01-50602-389-000	8607 VINYL GLOVE	65.10
			110-01-50602-389-000	8607 VINYL GLOVE	65.10
			110-01-50602-389-000	BAGS	37.82
				..... CHECK TOTAL	457.74
83994	3/25	LAKESIDE STEEL & MFG. CO.	630-09-50101-393-000	TAIL LIGHT ENCLOSURE	998.00
83995	3/25	UNITED HOSPITAL SYSTEMS INC	206-02-52205-318-000	2/09 DRUGS	927.37
83996	3/25	KENOSHA NEWS	110-00-21104-000-000	3/09-MIN QUAN LICEN	37.64
83997	3/25	SHOPKO DEPT. STORE	110-02-52103-311-000	3/09-PD MERCHANDISE	26.97
83998	3/25	VAN'S ROOFING, INC	420-11-50806-589-000	FINAL-ROOF/SWU BLDG	1,422.50
83999	3/25	VULCAN MATERIALS COMPANY	501-09-50105-354-000	3/09-AGGREGATE MAT'L	1,527.54
84000	3/25	WILLKOMM INC., JERRY	630-09-50101-392-000	3/09 DIESEL FUEL	10,944.00
84001	3/25	WIS DEPT OF REVENUE	110-00-21512-000-000	3/01-15/09 DEDUCTS	114,986.12
84002	3/25	WIS RETIREMENT SYSTEM	110-00-21625-000-000	2/09 PENSION	610,736.78
			110-02-52203-153-000	2/09 PENSION	14,500.91
			110-00-21521-000-000	2/09 PENSION	3,990.00
			110-02-52103-153-000	2/09 PENSION	3,019.37
			110-00-16203-000-000	ADJUSTMENT OF 62.13	203.86CR
				..... CHECK TOTAL	632,043.20
84003	3/25	MAGID GLOVE & SAFETY	110-03-53116-389-000	4591P MAGID GLOVE	567.36

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
84004	3/25	REINDERS INC.	630-09-50101-393-000	2/09 #2793 PARTS & S	575.38
			630-09-50101-393-000	2/09 #2573 PARTS & S	16.24
				..... CHECK TOTAL	591.62
84005	3/25	KENOSHA WATER UTILITY	110-01-51802-223-000	715 56TH 1-2/09 SWU	22.24
			110-01-51802-224-000	715 56TH 1-2/09 WTR	5.04
				..... CHECK TOTAL	27.28
84006	3/25	WETTENGEL CAMPAGNA	110-02-52102-232-000	FAX MAINTENANCE	210.00
			520-09-50301-232-000	FAX MAINTENANCE	105.00
			110-03-53116-232-000	FAX MAINTENANCE	105.00
			110-03-53101-232-000	FAX MAINTENANCE	105.00
			110-01-52001-232-000	FAX MAINTENANCE	105.00
			110-01-51303-232-000	FAX MAINTENANCE	105.00
			110-01-51301-232-000	FAX MAINTENANCE	105.00
			110-01-51101-232-000	FAX MAINTENANCE	105.00
			110-01-50901-232-000	FAX MAINTENANCE	105.00
			110-01-50301-232-000	FAX MAINTENANCE	105.00
			501-09-50105-232-000	FAX MAINTENANCE	52.50
			110-03-53103-232-000	FAX MAINTENANCE	52.50
				..... CHECK TOTAL	1,260.00
84007	3/25	WIS FUEL & HEATING INC	630-09-50101-391-000	UNLEADED GASOLINE	14,178.37
84008	3/25	STANDARD COMPANIES	630-09-50101-393-000	3/09-SHOPWIPES/CLTH	2,163.50
84009	3/25	DON'S AUTO PARTS	630-09-50101-393-000	3/09 SE PARTS & MATE	38.76
84010	3/25	SECRETARY OF STATE	521-09-50101-219-000	D HENRY NOTARY APP	20.00
84011	3/25	A & R DOOR SERVICE	632-09-50101-246-000	2/09 SE-DOOR REPAIRS	592.00
			110-02-52203-246-000	3/09 FD DOOR REPAIRS	86.00
				..... CHECK TOTAL	678.00
84012	3/25	BEACON ATHLETICS	110-05-55102-356-000	TURFACE QUICK DRY	1,140.00
			110-05-55102-354-000	BRICKS	700.00
			110-05-55102-356-000	SPARKLE #6	495.00
				..... CHECK TOTAL	2,335.00
84013	3/25	KENOSHA AREA CHAMBER	110-01-51301-323-000	INVEST 11/08-10/09	250.00
			110-01-51301-264-000	PACETTI-LEG. MTG	10.00
				..... CHECK TOTAL	260.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
84014	3/25	AT&T	110-02-52203-225-000	2/19-3/18 652-5506	168.93
			420-11-50708-583-000	INSTALL ST DEPT LINE	138.80
			501-09-50105-225-000	2/19-3/18 652-2605	62.18
			110-03-53103-225-000	2/19-3/18 652-2605	62.18
			521-09-50101-225-000	2/19-3/18 652-1332	53.62
			520-09-50301-225-000	2/19-3/18 652-6932	53.62
			110-02-52110-225-000	2/10-3/09 657-3937	45.40
			110-02-52201-225-000	2/10-3/09 657-6133	26.92
			521-09-50101-225-000	2/10-3/09 658-0870	26.81
			520-09-50301-225-000	2/19-3/18 652-5104	26.81
			110-01-51801-225-000	2/19-3/18 652-4112	26.81
				..... CHECK TOTAL	692.08
84015	3/25	KENOSHA AREA BUSINESS	110-01-51301-264-000	KABA ANNUAL MEETING	50.00
84016	3/25	FEDEX	110-01-51306-312-000	3/03&3/05 BILLINGSLY	33.10
84017	3/25	OFFICEMAX	110-01-51701-311-000	3/09 CD #1064 OFFICE	573.96
			110-01-51101-311-000	3/09 FN #1063 OFFICE	170.84
			110-01-51101-311-000	3/09 FN #1063 OFFICE	149.62
			110-01-51201-311-000	3/09 CT #1061 OFFICE	135.21
			110-01-51901-311-000	3/09 CT #1061 OFFICE	125.40
			110-02-52601-311-000	3/09 DH #1062 OFFICE	27.75
			110-02-52601-311-000	1/09 DH #1009 OFFICE	25.98
			110-01-51101-311-000	3/09 FN #1063 RETRN	85.16CR
				..... CHECK TOTAL	1,123.60
84018	3/25	XEROX CORPORATION	110-02-52201-232-000	1/22-2/21 COPIES	76.99
84019	3/25	SOUTHEASTERN WIS REGIONAL	413-11-50705-259-000	KRM STUDY	17,761.20
84020	3/25	WRJN-AM/WEZY-FM	222-09-50101-259-908	TREE LIGHTING AD	300.00
84021	3/25	M & H FIRE SAFETY INC	110-02-52203-235-000	2/09-HYDROTESTING	192.00
			110-02-52203-235-000	2/09-HYDROTESTING	144.00
				..... CHECK TOTAL	336.00
84022	3/25	ACCURATE PRINTING CO., INC.	761-09-50101-311-000	KCM GUIDE/FLYER	1,063.00
			110-02-52601-311-000	3/09 DH-DOOR HANGERS	140.96
				..... CHECK TOTAL	1,203.96

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
84023	3/25	AT CONFERENCE	110-01-51801-225-000	2/27/09 PHONE CONF	6.37
84024	3/25	KENOSHA CO-DEPT OF PLANNING	110-05-55109-219-000	GYPSY MOTH AERL SPRY	1,656.99
84025	3/25	UW MADISON	724-00-21933-000-000	LAWLISS SCHOLARSHIP	1,000.00
84026	3/25	PITNEY BOWES	110-01-51306-282-000	3/09 MACHINE LEASE/M	364.00
84027	3/25	VERMEER SALES & SERVICE	630-09-50101-393-000	2/09 #3009 PARTS/SER	774.60
			630-09-50101-393-000	3/09-PARTS/SERVICES	60.39
				..... CHECK TOTAL	834.99
84028	3/25	JAMES IMAGING SYSTEMS, INC.	521-09-50101-232-000	3/17-4/16 AR-SERVICE	35.00
			520-09-50301-232-000	3/13-4/12 TD-SERVICE	32.10
			520-09-50301-232-000	2/13-3/12 TD-SERVICE	32.10
			520-09-50301-232-000	1/13-2/12 TD-SERVICE	32.10
			520-09-50301-232-000	2/13-3/12 TD-OVERS	15.90
				..... CHECK TOTAL	147.20
84029	3/25	GATEWAY TECHNICAL COLLEGE	206-02-52205-219-000	M. STAHL PARAMEDIC	45.00
84030	3/25	HOERNEL LOCK & KEY, INC.	110-05-55109-246-000	3/09-ORBILETTI CNTR	161.58
84031	3/25	PAUL CONWAY SHIELDS	110-02-52203-344-000	1/09-PARTS & SUPPL	107.03
			110-02-52206-367-000	2/09-GEAR REPAIR	34.12
			110-02-52203-344-000	1/09-CREDIT/BOOTS	4.03CR
				..... CHECK TOTAL	137.12
84032	3/25	WISCONSIN ALLIANCE	110-01-51301-323-000	2009 MEMBER DUES	9,900.00
84033	3/25	US CELLULAR	110-03-53103-226-000	3/09 ST-CELL AIRTIME	224.73
			110-02-52101-226-000	3/09 PD-CELL AIRTIME	97.17
			110-02-52102-226-000	3/09 PD-CELL AIRTIME	48.09
			110-02-52109-226-000	3/09 PD-CELL AIRTIME	42.84
			110-03-53103-226-000	3/09 ST-CELL SERVICE	40.00
			110-02-52109-226-000	3/09 PD-CELL SERVICE	40.00
			110-02-52103-226-000	3/09 PD-CELL SERVICE	40.00
			110-02-52101-226-000	3/09 PD-CELL SERVICE	40.00
			110-02-52102-226-000	3/09 PD-CELL SERVICE	32.00
			110-02-52103-226-000	3/09 PD-CELL AIRTIME	27.09
			110-02-52108-226-000	3/09 PD-CELL AIRTIME	22.50
			632-09-50101-226-000	3/09 SE-CELL SERVICE	16.00
			283-06-52601-259-000	#1651799 3/09 CD-CEL	8.00
			110-02-52108-226-000	3/09 PD-CELL SERVICE	8.00
			283-06-52601-259-000	#1651799 3/09 CD-AIR	.63
				..... CHECK TOTAL	687.05

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
84034	3/25	WASTE MANAGEMENT OF WI	110-03-53117-253-416	3/09 889.5 TONS WAST	22,862.40
			501-09-50104-253-000	3/09 189.78 TONNAGE	4,860.31
			110-03-53117-253-416	3/09 116.67 TONS WAS	2,933.08
			110-03-53117-253-417	3/09 16 COMPCT PULLS	2,580.60
			110-03-53117-253-416	3/09 48 ENV SURCHRG	192.00
			501-09-50104-253-000	3/09 9 ENV SURCHRGS	36.00
				..... CHECK TOTAL	33,464.39
84035	3/25	KAR PRODUCTS	110-02-52203-344-000	2/09-FD SUPPLIES	216.68
			110-02-52203-344-000	3/09-FD SUPPLIES	79.47
			110-02-52203-344-000	3/09-FD SUPPLIES	57.44
				..... CHECK TOTAL	353.59
84036	3/25	KENOSHA COUNTY CLERK	110-01-51901-311-000	ELCTN DATA BASE CDS	10.00
84037	3/25	CDW-G	110-01-51102-539-000	3/09 COMPUTER EQUIPM	414.16
			110-02-52201-311-000	3/09 TONER	206.54
			110-01-51102-539-000	3/09 COMPUTER EQUIPM	103.65
				..... CHECK TOTAL	724.35
84038	3/25	LAKESIDE CLEANERS	110-02-52203-259-000	2/09 LAUNDRY SERVICE	1,165.00
84039	3/25	HANSMANN PRINTING	110-01-51201-311-000	3/09 CT-#10 ENVELOPE	252.00
			631-09-50101-311-000	3/09 EN-4 BUS CARDS	224.00
			110-02-52201-311-000	3/09 FD-NOTES/BC'S	133.00
			110-01-51101-311-000	3/09 FN-BUS CARDS	96.00
				..... CHECK TOTAL	705.00
84040	3/25	J EWENS DESIGN INC	520-09-50201-344-000	3/09-#3503 3M VINYL	448.65
84041	3/25	WAUSAU EQUIPMENT CO.	630-09-50101-393-000	3/09-#2476 PARTS	665.24
84042	3/25	O'CONNOR, DUMEZ,	110-09-56402-219-000	BADURA EST 1/7/08	345.95
			110-09-56402-219-000	C.BRUNS 8/11/07 DOL	100.23
			110-09-56402-219-000	A.BERGER 3/6/07 DOL	55.00
			110-09-56402-219-000	JANKOVICH 12/27/06	22.00
				..... CHECK TOTAL	523.18
84043	3/25	FORCE AMERICA	630-09-50101-393-000	3/09 PARTS/MATERIALS	543.69

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
84044	3/25	CLARK PRODUCTS	630-09-50101-393-000	3/09 SE C FOLD TOWEL	1,514.09
84045	3/25	FREEDOM HYDRAULICS	630-09-50101-393-000	3/09 REPAIRS/SUPPLIE	730.00
			630-09-50101-393-000	2/09 REPAIRS/SUPPLIE	450.00
				..... CHECK TOTAL	1,180.00
84046	3/25	TIME WARNER CABLE	110-01-51102-233-000	3/17-4/16 CITY HALL	239.95
			761-09-50101-225-000	3/09-4/08 PHONE SRV	55.09
				..... CHECK TOTAL	295.04
84047	3/25	FOLLETT KENOSHA BOOKSTORE	206-02-52205-322-000	EMT-PARAMEDIC REVIEW	66.41
84048	3/25	CINTAS CORP	632-09-50101-259-000	2/09 UNIFORM/GLOVE R	111.37
			632-09-50101-259-000	2/09 UNIFORM/GLOVE R	105.78
			632-09-50101-259-000	2/09 UNIFORM/GLOVE R	96.40
			632-09-50101-259-000	2/09 UNIFORM/GLOVE R	95.26
			520-09-50201-367-000	2/09 TD UNIFORM/GLOV	86.13
			520-09-50201-367-000	2/09 UNIFORM/GLOVE R	86.13
			520-09-50201-367-000	2/09 UNIFORM/GLOVE R	86.13
			520-09-50201-367-000	2/09 TD UNIFORM/GLOV	72.29
			110-02-52203-259-000	2/09 UNIFORM/GLOVE R	25.38
			110-02-52203-259-000	2/09 UNIFORM/GLOVE R	25.38
			110-02-52203-259-000	2/09 UNIFORM/GLOVE R	25.38
			110-02-52203-259-000	2/09 UNIFORM/GLOVE R	23.76
			632-09-50101-259-000	2/09 UNIFORM/GLOVE R	15.36
			632-09-50101-259-000	2/09 UNIFORM/GLOVE R	15.36
			632-09-50101-259-000	2/09 UNIFORM/GLOVE R	15.36
				..... CHECK TOTAL	885.47
84049	3/25	ARAMARK	110-02-52203-246-000	2/09 FD-FLOOR MATS	227.20
			110-01-51801-246-000	2/09 MB-ENTRANC MAT	98.28
			520-09-50202-246-000	2/09 TD-ENTRANC MAT	41.64
			110-03-53116-246-000	2/09 WA-ENTRANC MAT	37.76
			110-05-55109-246-000	2/09 PA-ENTRANC MAT	15.12
			632-09-50101-246-000	2/09 SE-ENTRANC MAT	15.10
				..... CHECK TOTAL	435.10
84050	3/25	ACCURINT	110-02-52101-219-000	2/09 SEARCHES/LOCATE	52.00
84051	3/25	GILLIG CORPORATION	520-09-50201-347-000	3/09-BUS PARTS	952.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
84052	3/25	SAFEWAY PEST CONTROL CO.,INC	110-02-52203-246-000	2/09 EXTERMINATING S	138.00
			520-09-50202-246-000	2/09 TD EXTERMINATIN	55.00
			110-01-51801-246-000	2/09 EXTERMINATING S	32.00
			110-05-55109-246-000	2/09 PA EXTERMINATIN	26.00
			110-03-53116-246-000	2/09 WA EXTERMINATIN	25.00
			520-09-50202-246-000	2/09 TD EXTERMINATIN	24.00
			110-02-52110-246-000	2/09 PD EXTERMINATIN	23.00
				..... CHECK TOTAL	323.00
84053	3/25	LEE PRODUCTIONS	222-09-50101-259-903	SIMS BAND-JULY 4TH	750.00
84054	3/25	TIRABASSI INVESTMENTS LLP	110-00-21106-000-000	2008 RE TAX 35 AVE	740.30
84055	3/25	NATIONAL CITY MORTGAGE	110-00-12101-000-000	PMT APPLIED IN ERROR	5,856.58
84056	3/25	RIMKUS, JASON	761-09-50101-155-000	2/09 WPS INS	203.79
84057	3/25	BRUCE MUNICIPAL EQUIPMENT	630-09-50101-393-000	3/09 PARTS & MATERIA	477.22
84058	3/25	AIRGAS NORTH CENTRAL	632-09-50101-389-000	2/09 INDUSTRIAL GASE	111.02
			110-05-55109-235-000	2/09 INDUSTRIAL GASE	42.12
				..... CHECK TOTAL	153.14
84059	3/25	KENOSHA HISTORY CENTER	222-09-50101-299-000	2009 BUDGET PLEDGE	25,000.00
84060	3/25	DALE NEHLS & ASSOCIATES	110-05-55109-219-000	GRAFFITTI REMOVAL	350.00
84061	3/25	DERANGO RESTAURANT	110-01-50605-263-000	1/13/09 YOUTH COMM	146.00
84062	3/25	BEST WESTERN HARBORSIDE	252-06-50559-259-000	#1652593 BEAUCHAMP	375.00
			252-06-50559-259-000	#1652594 W.REAMS	280.00
				..... CHECK TOTAL	655.00
84063	3/25	AURORA MEDICAL GROUP	110-01-51303-216-000	2/09 SCREENS	872.00
			520-09-50101-216-000	2/09 SCREENS	91.00
				..... CHECK TOTAL	963.00
84064	3/25	KENOSHA SYMPHONY ORCHESTRA	222-09-50101-293-000	2009/2010 SPONSORSHP	2,000.00
84065	3/25	SBAROUNIS, VICKI	110-00-46394-000-000	APPLIANCE STICKER	15.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
84066	3/25	WISCONSIN RAPIDS FIRE DEPT	110-02-52206-264-000	BERNHARDT/LEIPZIG	200.00
84067	3/25	ADAMS, DOROTHY A	110-00-21109-000-000	COURT PAYMENT	2.00
84068	3/25	OUTAGAMIE CO REG AIRPORT	521-09-50101-264-000	W BUCK-2009 CONF	95.00
84069	3/25	DANIELS, KENYETTA M	110-00-45104-000-000	FINE PAYMENT	27.30
			110-00-21910-000-000	FINE PAYMENT	10.00
			110-00-45103-000-000	FINE PAYMENT	5.00
				..... CHECK TOTAL	42.30
84070	3/25	FIRST NATIONAL REAL ESTATE	110-00-44802-000-000	OCEX FEE-5917-39 AVE	130.00
84071	3/25	DITZENBERGER, JEAN	110-01-50605-263-000	YOUTH COMM RECEPTN	31.35
84072	3/25	BEDNAR, ROBERT W	205-03-53118-263-000	3/11-13 WIS DELLS	231.99
84073	3/25	SANTELLI, DANIEL	110-01-51303-144-000	2003-08 TUITION ADJ	1,104.00
84074	3/25	STRONG, FRANZ A.	110-05-55101-261-000	3/09 MILEAGE	74.80
84075	3/25	SCHROEDER, JANICE	501-09-50101-311-000	DEVELOPER'S MTG EXP	25.52
84076	3/25	BILLINGSLEY, SHELLY	501-09-50101-263-000	DEVELOPER'S MTG EXP	18.00
84077	3/25	DEARTH, JOSEPH	520-09-50101-161-000	PPD 4TH INSTALLMENT	1,135.33
84078	3/25	BOSMAN, KEITH	110-01-51301-263-000	3/08-11/09 WASH DC	27.17
			110-01-51301-341-000	GAS PURCHASED	25.00
				..... CHECK TOTAL	52.17
84079	3/25	LEBRON, RICARDO	206-02-52205-264-000	PRACTICAL EXAM FEE	200.00
84080	3/27	RA SMITH & ASSOCIATES	409-11-50903-589-000	PROF SERVICES AGRMNT	7,486.40
84081	3/27	ANIXTER WISCONSIN	110-01-51102-311-000	3/09 MISC COMPUTER I	811.69
			110-01-51102-311-000	3/09 MISC. COMPUTER	259.88
				..... CHECK TOTAL	1,071.57
84082	3/27	BINDELLI BROTHERS, INC	110-09-56501-259-000	3/09 3536 52 ST BRD	352.00
			110-09-56501-259-000	3/09 1706 59 ST BRD	155.42
			110-09-56501-259-000	3/09 1706 59 ST BRD	60.00
			110-09-56501-259-000	3/09 1706 59 ST BRD	60.00
				..... CHECK TOTAL	627.42

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
84083	3/27	BIO-AQUATIC SERVICES, LLC	110-05-55109-219-000	AQUATIC WEED CONTROL	600.00
84084	3/27	CARDINAL HEALTH	206-02-52205-318-000	2/09 MEDICAL SUPPLIE	500.26
			206-02-52205-318-000	3/09 MEDICAL SUPPLIE	351.08
			206-02-52205-318-000	3/09 MEDICAL SUPPLIE	209.17
			206-02-52205-318-000	3/09 MEDICAL SUPPLIE	126.66
			206-02-52205-318-000	3/09 MEDICAL SUPPLIE	109.71
			206-02-52205-318-000	3/09 MEDICAL SUPPLIE	103.35
			206-02-52205-318-000	3/09 MEDICAL SUPPLIE	94.80
			206-02-52205-318-000	2/09 MEDICAL SUPPLIE	94.80
			206-02-52205-318-000	2/09 MEDICAL SUPPLIE	66.93
			206-02-52205-318-000	3/09 MEDICAL SUPPLIE	20.48
				..... CHECK TOTAL	1,677.24
84085	3/27	KENOSHA CITY/COUNTY	110-02-52103-341-000	2/09 PATROL FLT GAS	12,437.13
			110-02-52103-345-000	2/09 PATRL FLT MNT	5,207.07
			110-02-52102-341-000	2/09 DETECTVIE GAS	1,465.88
			110-02-52109-345-000	2/09 SCU FLT MAINT.	631.66
			110-02-52109-341-000	2/09 SCU FLT GAS	606.80
			110-02-52102-345-000	2/09 DETCTV MAINT.	586.25
			110-02-52101-341-000	2/09 ADMIN FLT GAS	113.81
				..... CHECK TOTAL	21,048.60
84086	3/27	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	3/27/09 CITY HRLY	17,032.87
			110-00-21562-000-000	3/27/09 WATER HRLY	4,023.00
			110-00-21562-000-000	3/27/09 MUSEUM HRLY	115.00
				..... CHECK TOTAL	21,170.87
84087	3/27	KENOSHA CITY EMPLOYEE'S	110-00-21553-000-000	3/27/09 CITY HRLY	3,410.32
			110-00-21553-000-000	3/27/09 WATER HRLY	1,451.20
			110-00-21553-000-000	3/27/09 MUSEUM HRLY	72.56
				..... CHECK TOTAL	4,934.08
84088	3/27	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	3/27/09 CITY HRLY	164.02
			110-00-21541-000-000	3/27/09 MUSEUM HRLY	92.02
			110-00-21541-000-000	3/27/09 WATER HRLY	90.77
				..... CHECK TOTAL	346.81
84089	3/27	UNITED HOSPITAL SYSTEMS INC	110-09-56306-161-000	12/4/08 T HANSEN	1,880.27
			110-09-56306-161-000	6/19/07 M SCHMIDT	1,194.60
			110-02-52101-219-000	3/09-#09-030924	47.30
				..... CHECK TOTAL	3,122.17

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
84090	3/27	KENOSHA UNIFIED SCHOOL	285-06-51603-259-000	#1654989 - CONSTRUCT	9,355.00
84091	3/27	MODERN BUILDING MATERIALS	501-09-50105-355-000	3/09-ST MERCHANDISE	70.00
84092	3/27	BURBACH INSULATION CO, INC	285-06-51603-259-000	#1654995- INSULATION	2,840.00
84093	3/27	TRAFFIC & PARKING CONTROL CO	110-03-53110-372-000	ANTI-VANDAL DECAL	475.00
			110-03-53110-372-000	ANTI VANDAL DECAL,	180.00
			110-03-53110-372-000	ANTI-VANDAL DECAL,	120.00
				..... CHECK TOTAL	775.00
84094	3/27	WILLKOMM INC., JERRY	630-09-50101-392-000	2/09 DIESEL FUEL	11,970.00
84095	3/27	WE ENERGIES	522-05-50102-221-000	#12 02/17-03/18	1,207.71
			110-05-55109-221-000	#12 02/18-03/17	1,127.70
			110-03-53109-221-000	#12 02/16-03/16	1,073.96
			110-03-53109-221-000	#12 02/11-03/12	1,039.04
			110-03-53109-221-000	#12 02/17-03/18	984.10
			110-03-53109-221-000	#12 02/16-03/17	705.27
			110-03-53109-221-000	#12 02/12-03/15	512.36
			110-03-53109-221-000	#12 02/13-03/12	495.73
			110-03-53109-221-000	#12 02/23-03/19	475.19
			110-03-53103-221-000	#12 02/10-03/10	446.96
			110-05-55109-221-000	#12 02/17-03/18	446.21
			110-02-52203-222-000	#12 02/10-03/11	432.83
			110-03-53109-221-000	#12 02/10-03/11	423.55
			110-03-53109-221-000	#12 02/19-03/17	366.48
			110-03-53109-221-000	#12 02/15-03/16	334.02
			110-02-52203-221-000	#12 02/10-03/11	332.59
			110-05-55109-221-000	#12 02/15-03/16	325.13
			110-03-53116-221-000	#12 02/15-03/16	212.55
			110-05-55102-221-000	#12 02/12-03/13	141.70
			110-05-55109-221-000	#12 02/12-03/15	140.46
			110-05-55102-221-000	#12 02/11-03/13	64.52
			110-05-55109-221-000	#12 02/12-03/13	49.82
			632-09-50101-221-000	#12 02/15-03/16	39.23
			110-05-55109-221-000	#12 02/16-03/17	36.00
			110-05-55102-221-000	#12 02/11-03/12	15.00
			522-05-50102-222-000	#12 02/17-03/18	8.12
			110-05-55109-222-000	#12 02/11-03/12	8.12
			110-05-55109-221-000	#12 02/11-03/12	7.61
				..... CHECK TOTAL	11,451.96

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
84096	3/27	WE ENERGIES	284-06-50202-259-000	#1652590 UTILITIES	139.66
			283-06-50208-259-000	#1652592 UTILITIES	137.34
			284-06-50302-259-000	#1649499 UTILITIES	113.38
			284-06-51607-259-000	#1652589 UTILITIES	45.56
				..... CHECK TOTAL	435.94
84097	3/27	DATA FINANCIAL BUSINESS	110-01-51101-362-000	SCANPRO 400	3,420.00
84098	3/27	REINDERS INC.	630-09-50101-393-000	3/09-PARTS/SERVICE	218.75
			630-09-50101-393-000	3/09-PARTS/SERVICE	199.97
			630-09-50101-393-000	3/09-PARTS/SERVICE	26.43
				..... CHECK TOTAL	445.15
84099	3/27	BROOKS TRACTOR, INC.	521-09-50101-282-000	3/09 LOADER RENTAL	2,820.00
84100	3/27	CURTIS INDUSTRIES, INC	630-09-50101-393-000	3/09 FASTENERS-VARIO	223.73
84101	3/27	GOODYEAR TIRE & RUBBER CO.	520-09-50106-346-000	12/08 TIRE LEASE	4,088.34
84102	3/27	AT&T	206-02-52205-227-000	3/10-4/09 DS1 SERVC	900.00
			206-02-52205-227-000	3/10-4/09 DS1 SERVC	588.00
				..... CHECK TOTAL	1,488.00
84103	3/27	NATIONAL SPRING, INC.	110-02-52203-344-000	3/09-ENG#2 PARTS	2,383.10
84104	3/27	BANK ONE, KENOSHA	110-00-21513-000-000	3/27/09 HRLY DEDUCT	18,841.73
			110-00-21511-000-000	3/27/09 HRLY DEDUCT	11,715.04
			110-00-21612-000-000	3/27/09 HRLY DEDUCT	11,715.03
			110-00-21614-000-000	3/27/09 HRLY DEDUCT	2,830.09
			110-00-21514-000-000	3/27/09 HRLY DEDUCT	2,830.09
				..... CHECK TOTAL	47,931.98
84105	3/27	OFFICEMAX	110-05-55108-369-000	RESIN FOLDING TABLES	2,167.50
			110-05-55108-369-000	RESIN FOLDING TABLES	985.50
			110-02-52601-311-000	2/09 DH #1053 OFFICE	450.43
			110-05-55109-388-000	DIGITAL CAMERAS	372.00
			110-01-50602-311-000	3/09 KKB #1066 OFFC	142.25
			110-03-53101-311-000	3/09 PW #1065 OFFICE	119.92
			110-01-51101-311-000	3/09 FN #1068 OFFICE	60.15
			110-05-55109-362-000	CHAIR MAT	44.45
			110-01-51101-311-000	3/09 RM #1067 OFFICE	19.64
			501-09-50101-311-000	3/09 PW #1065 OFFICE	12.84
				..... CHECK TOTAL	4,374.68

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
84106	3/27	AT SYSTEMS GREAT LAKES	110-01-51201-219-000	3/09 ARMORED CAR SER	286.00
84107	3/27	BARBER & SONS, INC	630-09-50101-393-000	ROLLER ASM. 549AS08	1,491.48
			630-09-50101-393-000	ROLLER ASM. 549AS10A	828.92
			630-09-50101-393-000	FINISHER 530CM02	153.92
			630-09-50101-393-000	FINISHER 530CM05	120.13
			630-09-50101-393-000	OIL GAUGE 645HUA	52.51
			630-09-50101-393-000	BREATHER 545MM	50.81
				..... CHECK TOTAL	2,697.77
84108	3/27	ALUMINUM FENCE CORPORATION	110-03-53103-714-000	FENCE REPAIR	320.00
84109	3/27	LEE'S RENT IT	285-06-51603-259-000	#1649575 - RENT LIFT	39.24
84110	3/27	SCHELBLE & HEMMER, S.C.	110-00-21581-000-000	3/27/09 B.GARRETT	122.03
84111	3/27	SOUTHWAY SUPPLY	285-06-51603-259-000	#1649514 - MATERIALS	611.77
			285-06-51603-259-000	#1649514 - MATERIALS	344.17
			285-06-51603-259-000	#1649514 - MATERIALS	114.95
			285-06-51603-259-000	#1649514 - MATERIALS	21.50
				..... CHECK TOTAL	1,092.39
84112	3/27	EMS MEDICAL BILLING ASSOC.	110-00-46209-999-000	11/08 SERVICES	300.65
			110-00-46209-999-000	12/08 SERVICES	273.75
				..... CHECK TOTAL	574.40
84113	3/27	BENEFICIAL WISCONSIN, INC	110-00-21581-000-000	3/27/09 JURKIEWICZ	5.30
84114	3/27	WETLAND & WATERWAY CONSULT.	501-09-50102-219-000	PROFESIONAL SERVICES	2,533.54
84115	3/27	MIDWEST CUSTOM SERVICES	412-11-50701-579-000	CUSTOM SERVICES	385.80
84116	3/27	BRUSKE PRODUCTS	630-09-50101-393-000	MOP HEADS	1,209.60
84117	3/27	5 ALARM FIRE & SAFETY EQUIP.	206-02-52205-344-000	3/09 PARTS/MATERIALS	65.12
84118	3/27	PAUL CONWAY SHIELDS	110-02-52206-367-000	3/09-BOOTS-MOSS	300.00
84119	3/27	US CELLULAR	206-02-52205-226-000	3/09 FD-CELL SERVICE	168.00
			110-01-51801-226-000	3/09 PW-CELL AIRTIME	89.37
			206-02-52205-226-000	3/09 DATA SERVICE	69.65
			110-05-55102-226-000	3/09 PA-CELL AIRTIME	55.89
			206-02-52205-226-000	3/09 FD-CELL AIRTIME	54.29
			110-05-55102-226-000	3/09 PA-CELL AIRTIME	25.02
			205-03-53118-226-000	3/09 WA-CELL SERVICE	16.00
			110-05-55109-226-000	3/09 PA-CELL SERVICE	16.00
			110-05-55101-226-000	3/09 PA-CELL SERVICE	16.00
			110-01-51801-226-000	3/09 PW-CELL SERVICE	16.00
			205-03-53118-226-000	3/09 WA-CELL AIRTIME	11.34

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-05-55111-226-000	3/09 PA-CELL SERVICE	8.00
			110-05-55102-226-000	3/09 PA-CELL SERVICE	8.00
			110-03-53101-226-000	3/09 PW CELL SERVICE	8.00
			110-05-55101-226-000	3/09 PA-CELL AIRTIME	7.38
				..... CHECK TOTAL	568.94
84120	3/27	KAR PRODUCTS	520-09-50201-347-000	BUS PARTS	942.98
			520-09-50201-347-000	BUS PARTS	381.96
				..... CHECK TOTAL	1,324.94
84121	3/27	CHRISTIANSEN HEATING & SHEET	285-06-51603-259-000	#1654996- HVAC	2,745.93
84122	3/27	JENSEN TOWING	110-02-52103-219-000	2/09-#09-029395 TOW	75.00
			110-02-52103-219-000	2/09-#09-027351 TOW	25.00
				..... CHECK TOTAL	100.00
84123	3/27	WIS DEPT OF TRANSPORTATION	520-09-50301-219-000	2009 SE WI MKTG	8,603.00
84124	3/27	WIS DEPT OF REVENUE	761-00-21512-000-000	2/09 KCM DEDUCTS	268.60
84125	3/27	HUCKSTORF DIESEL INC.	630-09-50101-393-000	REBUILD PUMP	1,772.16
			630-09-50101-393-000	3/09-PARTS/MATERIALS	1,464.81
			630-09-50101-393-000	3/09-PARTS/MATERIALS	7.24
				..... CHECK TOTAL	3,244.21
84126	3/27	NYBERG TROPHIES & AWARDS	110-02-52110-311-000	R BERNER PLAQUE	60.00
84127	3/27	GAGLIARDI ELECTRIC CO., INC.	285-06-51603-259-000	#1654997- ELECTRICAL	8,019.00
84128	3/27	CENTRAL SAW AND MOWER	110-05-55109-369-000	LAWN EDGER	445.00
84129	3/27	MENARDS (KENOSHA)	285-06-51603-259-000	#1649520 - MATERIALS	127.40
			285-06-51603-259-000	#1649520 - MATERIALS	70.36
			110-05-55109-361-000	3/09-PA PICNIC TBLS	62.88
			285-06-51603-259-000	#1649520 - MATERIALS	54.43
			110-02-52203-382-000	3/09-FD STN#3 MERCH	46.92
			110-03-53103-389-000	3/09-ST MERCHANDISE	31.28
			285-06-51603-259-000	#1649520 - MATERIALS	16.71
			110-03-53109-361-000	3/09-ST MERCHANDISE	13.95
			285-06-51603-259-000	#1649520 - MATERIALS	3.48
				..... CHECK TOTAL	427.41

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
84130	3/27	SHERWIN INDUSTRIES	110-03-53103-355-000	3/09-COLD PATCH PRD	4,261.26
84131	3/27	DAVIES & CO, INC, D W	206-02-52205-344-000	CAR WASH/ WAX SOAP.	222.25
			110-02-52203-344-000	CAR WASH/ WAX SOAP	221.10
				..... CHECK TOTAL	443.35
84132	3/27	WIS SCTF	110-00-21581-000-000	3/27/09 HRLY DEDUCT	2,107.19
84133	3/27	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	3/2709 J.PETRILLO	139.82
84134	3/27	ANAYA'S AUTO REPAIR	630-09-50101-393-000	3/09 AUTOMOTIVE SERV	76.50
84135	3/27	GRAINGER	520-09-50202-246-000	HEATER FILTERS	589.88
			110-02-52203-344-000	3/09-FD PARTS/MAT'L	103.24
				..... CHECK TOTAL	693.12
84136	3/27	BURKE TRUCK & EQUIPMENT INC	110-03-53107-344-000	REFURBISH SNOWPLOW	1,181.19
84137	3/27	NATIONAL ELEVATOR INSP SVS	520-09-50202-246-000	INSPECTION METRA STA	76.00
84138	3/27	HUNTZMAN ENTERPRISES	110-02-52103-367-000	PATCHES	244.00
84139	3/27	KIMBALL MIDWEST	630-09-50101-393-000	87271 CUT-OFF WHEEL	99.60
			630-09-50101-393-000	87143 CUT-OFF WHEEL	64.50
			630-09-50101-393-000	120GRIT SANDING DISC	48.90
			630-09-50101-393-000	80 GRIT SANDING DISC	48.90
				..... CHECK TOTAL	261.90
84140	3/27	AZAR L.L.C.	401-11-50804-586-000	SIDEWALK	87,285.92
			403-11-50802-585-000	CURB/GUTTER PROGRAM	6,243.60
				..... CHECK TOTAL	93,529.52
84141	3/27	PROCESSWORKS INC.	110-00-21578-000-000	3/24/09 CHECK REG	2,953.48
			110-00-21578-000-000	12/08 CHARGES	1,001.22
				..... CHECK TOTAL	3,954.70
84142	3/27	RIMKUS, JASON	761-09-50101-111-000	3/16-31/09 SERVICE	1,735.13
			761-00-21514-000-000	3/16-31/09 SERVICE	25.16CR
			761-00-21599-000-000	3/16-31/09 SERVICE	86.76CR
			761-00-21512-000-000	3/16-31/09 SERVICE	97.00CR
			761-00-21511-000-000	3/16-31/09 SERVICE	107.58CR
			761-00-21513-000-000	3/16-31/09 SERVICE	173.00CR
				..... CHECK TOTAL	1,245.63

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
84143	3/27	PIRO, RALPH	761-09-50101-111-000	3/16-31/09 SERVICE	822.29
			761-00-21514-000-000	3/16-31/09 SERVICE	11.92CR
			761-00-21512-000-000	3/16-31/09 SERVICE	37.30CR
			761-00-21513-000-000	3/16-31/09 SERVICE	50.00CR
			761-00-21511-000-000	3/16-31/09 SERVICE	50.98CR
				..... CHECK TOTAL	672.09
84144	3/27	AIRGAS NORTH CENTRAL	206-02-52205-389-000	3/09 OXYGEN CYLINDR	60.68
			206-02-52205-389-000	2/09 OXYGEN CYLINDR	45.98
			632-09-50101-389-000	3/09 INDSTRL GAS	21.58
			206-02-52205-389-000	2/09 OXYGEN CYLINDR	19.14
			110-02-52203-344-000	2/09 OXYGEN CYLINDR	19.11
			110-02-52203-344-000	2/09 OXYGEN CYLINDR	15.31
				..... CHECK TOTAL	181.80
84145	3/27	RED THE UNIFORM TAILOR	110-02-52103-367-000	3/09 POLICE UNIFORMS	126.20
			110-02-52103-367-000	1/09 POLICE UNIFORMS	52.75
			110-02-52103-367-000	1/09 POLICE UNIFORMS	52.75
			110-02-52103-367-000	2/09 POLICE UNIFORMS	9.95
			110-02-52103-367-000	2/09 POLICE UNIFORMS	9.95
				..... CHECK TOTAL	251.60
84146	3/27	STATE DISBURSEMENT	110-00-21581-000-000	3/27/09 S.WELLS	27.71
84147	3/27	GREENMAN TECHNOLOGIES	205-03-53118-219-000	SERVICE AGREEMENT	1,603.20
84148	3/27	APEX ALARM SYSTEMS INC.	110-02-52110-219-000	MONTHLY MONITORING	419.40
84149	3/27	INTRACORP	110-09-56306-161-000	11/17/08 B WILSON	341.41
84150	3/27	IOD INCORPORATED	110-09-56306-161-000	1/13/09 B ZAKOWSKI	8.67
84151	3/27	IHC - KENOSHA RADIOLOGY LLC	110-09-56306-161-000	1/14/09 T LEIPZIG	43.35
84152	3/27	AURORA HEALTH CARE	110-09-56306-161-000	11/17/08 B WILSON	11,966.72
			110-09-56306-161-000	11/17/08 B WILSON	1,290.73
			110-09-56306-161-000	11/17/08 B WILSON	1,139.99
				..... CHECK TOTAL	14,397.44
84153	3/27	ATHLETIC & THERAPEUTIC INST.	110-09-56306-161-000	7/18/07 K MIKOLAS	305.66

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
84154	3/27	AMG IMAGING SERVICES	110-09-56306-161-000	1/13/09 B ZAKOWSKI	38.72
84155	3/27	LGIP-INVESTMENTS CITY	110-00-11301-000-000	2008 RE LOTTERY CR	1,696,223.11
			110-00-11301-000-000	2008 MOBILE HOME CR	29,830.76
				..... CHECK TOTAL	1,726,053.87
84156	3/27	HUTCHINSON, AARON M AND	110-00-21106-000-000	2008 RE TAX OVERPAY	593.68
84157	3/27	KLOPSTEIN, PAULA M	110-00-44709-000-000	BARTENDER LICENSE	50.00
84158	3/27	BROWDER, ZACHARY J	110-00-44709-000-000	BARTENDER LICENSE	50.00
84159	3/27	DALY, JESSICA A	110-00-44709-000-000	BARTENDER LICENSE	50.00
84160	3/27	GUERRA, JENNIFER M	110-00-44709-000-000	BARTENDER LICENSE	50.00
84161	3/27	OCON, BENITO	110-00-21902-000-000	OVERPMT OF FINE	3.00
84162	3/27	JANKOVIC, VASKRSIJE	110-00-21904-000-000	CASH BOND #1088609	234.00
			110-00-21904-000-000	CASH BOND #1088608	234.00
			110-00-21904-000-000	CASH BOND #1088607	234.00
			110-00-21904-000-000	CASH BOND#1088606	234.00
				..... CHECK TOTAL	936.00
84163	3/27	LANDRO, DENNIS	611-00-49135-000-000	3/09 DENTAL PREMIUM	23.26
84164	3/27	ESTATE OF CHARLES RICE	611-09-50101-155-000	REISSUE CK #81969	330.00
84165	3/27	ZERZANEK, TARA C.	631-09-50101-261-000	3/11/09 PEWAUKEE	62.43
84166	3/27	KOPESKY, KENNETH	110-02-52102-367-000	2009 CLOTHING ALLOW	400.00
84167	3/27	BECKMAN, RUSSELL	110-02-52102-367-000	2009 CLOTHING ALLOW	400.00
84168	3/27	JORDAN, BILL	520-09-50101-367-000	2009 GLASSES	100.00
84169	3/27	BRANDRUP, LEN	520-09-50301-263-000	3/8-11/09 WASH DC	2,232.10
			520-09-50301-261-000	2/11/09 MADISON	139.61
			520-09-50301-261-000	3/4/09 MADISON	132.68
			520-09-50301-261-000	2/20/09 MADISON	127.92
			520-09-50301-261-000	3/8-11/09 WASH DC	118.43
			520-09-50301-323-000	2009 DUES/SAE INT'L	90.00
			520-09-50301-262-000	3/8-11/09 WASH DC	67.00
			520-09-50301-263-000	3/4/09 MADISON	5.00
			520-09-50301-263-000	2/11/09 MADISON	5.00
				..... CHECK TOTAL	2,917.74

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
84170	3/27	PORTER, PATRICIA	520-09-50106-311-000	CDL LICENSE	74.00
84171	3/27	BOYD, THERESA	520-09-50101-367-000	2009 UNIFORM ALLOW	94.55
84172	3/27	KRAUS, PHILLIP	110-01-51303-144-000	2009 TUITION	192.00
84173	3/27	PIORKOWSKI, RON	520-09-50106-311-000	LAMINATION INFO SHTS	31.34
84174	3/27	PICOLO, ROBERT	520-09-50101-367-000	2009 UNIFORM ALLOW	189.12
84175	3/27	EVANGELISTI, ANNE E	110-00-21535-000-000	1/09 AFLAC DEDUCTS	23.12
84176	3/27	OBERST, RANDY	110-02-52102-367-000	2009 CLOTHING ALLOW	400.00
84177	3/27	CHRISTERSON, JAMES	520-09-50106-311-000	CDL LICENSE	74.00
84178	3/31	ICMA RETIREMENT TRUST	110-00-21572-000-000	3/16-31/09 CONTRIBS	59,348.95
84179	3/31	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	3/31/09 CITY SAL	49,488.08
			110-00-21562-000-000	3/31/09 WATER SAL	9,583.50
			110-00-21562-000-000	3/31/09 LIBRARY SAL	8,816.50
				..... CHECK TOTAL	67,888.08
84180	3/31	KENOSHA CITY EMPLOYEE'S	110-00-21553-000-000	3/31/09 CITY SAL	1,705.16
			110-00-21553-000-000	3/31/09 WATER SAL	507.92
				..... CHECK TOTAL	2,213.08
84181	3/31	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	3/31/09 SAL DEDUCT	91,440.00
84182	3/31	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	3/31/09 H.TOLBERT	198.98
84183	3/31	BANK ONE, KENOSHA	110-00-21513-000-000	3/31/09 SAL DEDUCT	195,626.15
			110-00-21511-000-000	3/31/09 SAL DEDUCT	73,184.27
			110-00-21612-000-000	3/31/09 SAL DEDUCT	73,183.82
			110-00-21614-000-000	3/31/09 SAL DEDUCT	21,721.02
			110-00-21514-000-000	3/31/09 SAL DEDUCT	21,720.97
				..... CHECK TOTAL	385,436.23
84184	3/31	FIREFIGHTERS ASSOC OF KENO	110-00-21515-000-000	3/31/09 SAL DEDUCT	4,180.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
84185	3/31	FIREFIGHTERS LOCAL 414	110-00-21554-000-000	3/31/09 SAL DEDUCT	10,728.50
84186	3/31	KPSOA	110-00-21552-000-000	3/31/09 SAL DEDUCT	825.00
84187	3/31	KENOSHA PROFESSIONAL POLICE	110-00-21557-000-000	3/31/09 SAL DEDUCT	9,829.38
84188	3/31	LOCAL 168	110-00-21551-000-000	3/31/09 SAL DEDUCT	88.50
84189	3/31	BENEFICIAL WISCONSIN, INC	110-00-21581-000-000	3/31/09 A.DETLOGG	159.71
84190	3/31	WIS SCTF	110-00-21581-000-000	3/31/09 SAL DEDUCT	9,205.18
84191	3/31	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	3/31/09 M.RIVERA	746.00
84192	3/31	IAFF/NATIONWIDE	110-00-21574-000-000	3/16-31/09 CONTRIBS	21,478.65
84193	3/31	J D BENEFITS, INC	110-00-21517-000-000	3/16-31/09 DEDUCTS	1,148.43
84194	3/31	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	3/16-31/09 CONTRIBS	11,481.25
84195	3/31	WHEATON FRANCISCAN MED GROUP	110-00-21581-000-000	3/31/09 A.STARKS	298.82

GRAND TOTAL FOR PERIOD ********** 5,211,382.11