

AGENDA
KENOSHA COMMON COUNCIL
KENOSHA, WISCONSIN
Council Chambers – Room 200 – Kenosha Municipal Building
Monday, May 5, 2014
7:00 PM

CALL TO ORDER
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE

Approval of the minutes of the meetings held April 15, 2014 and April 21, 2014.
Matters referred to the Committees by the Mayor.
Presentation, Commendations and Awards by Mayor.
Awards and Commendations from Boards, Commissions, Authorities and Committees.

CITIZENS' COMMENTS

A. REFERRALS

TO THE COMMITTEE ON FINANCE

TO THE PUBLIC WORKS COMMITTEE

- A.1. Petition to vacate 66th Street, East of 3rd Avenue to Lake Michigan. (Kenosha County/Jenkins) (District #2) (Also referred to City Plan Commission)
- A.2. Resolution By the Mayor - To Approve a Three-Lot Certified Survey Map for property at 1901- 63rd Street. (Uptown Brass Center) (District #3) (Also referred to City Plan Commission)

TO THE PUBLIC SAFETY AND WELFARE COMMITTEE

TO THE CITY PLAN COMMISSION

- A.3. Zoning Ordinance By the City Plan Commission - To Create Subsection 18.02 cc. (of the Zoning Ordinance) to Amend the Land Use Plan Map for the City of Kenosha: 2035. (Fannie Mae/Landquest) (District #10)
- A.4. By the Mayor - Petition to rezone property at 4419 Washington Road from RS-1 Single-Family Residential to IP Institutional Park in conformance with Section 10.02 (of the Zoning Ordinance). (Fannie Mae/Landquest) (District #10)
- A.5. Conditional Use Permit for a contractor's storage yard to be located on property north of 49th Street and East of Green Bay Road. (Thomas Concrete) (District #16)
- A.6. Ordinance by Alderperson David F. Bodgala, Co-Sponsors: Alderpersons Steve Bostrom and G. John Ruffolo – To Create Section 19 (of the Code of Zoning Ordinances) Regarding Presumptive Approval.

B. COMMUNICATIONS, PETITIONS, REPORTS OF DEPARTMENTS

- B.1. Approval of the following applications per list on file in the Office of the City Clerk:
 - a. 21 Operator's (Bartender's) licenses.
 - b. 1 Transfer of Agent Status of Beer and/or Liquor license(s).
 - c. 1 Special Class "B" Beer and/or Special "Class B" Wine license(s).
 - d. 8 Taxi Driver License(s). **Pgs. 6-7**

- B.2. Appointments by the City Assessor, Michael Higgins, of the following members of the City of Kenosha Assessing Office to the City of Kenosha Board of Assessors:
- a.) Al Washington
 - b.) Edward Cruey
 - c.) Elizabeth Baker **Pg. 8**

C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS

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

- C.1. Approve applications for new Operator's (Bartender's) licenses subject to:
- 10 demerit points:
 - a. Jacob Hernandez
 - 30 demerit points:
 - b. Nicole Church
 - c. Anthony Sciarra
 - 50 demerit points:
 - d. Sukhdev Singh
 - e. Sara Schroeder
 - 60 demerit points:
 - f. Kyle Igartua
 - 80 demerit points:
 - g. Rachael Margetson
- (L/P – Ayes 4, Noes 0) **HEARING Pgs. 9-15**
- C.2. Application of Roland Garza for a new Operator's (Bartender's) license, with a recommendation from the City Attorney to deny based on material police record and false application. (L/P – motion to approve subject to 95 demerit points tied - Ayes 2, Noes 2) **HEARING Pgs. 16-18**
- C.3. Deny application of Ashley Peace for a new Operator's (Bartender's) license, based on material police record. (L/P – Ayes 4, Noes 0) **HEARING Pgs. 19-21**
- C.4. Approve application of KJS Amoco, Inc. (Daniel Stein, Agent) for a Class “A” Beer/”Class A” Liquor License located at 6500–75th Street (BP) (District #16) (L/P – Ayes 4, Noes 0) **HEARING Pgs. 22-27**
- C.5. Approve application of One Stop Grocery & Liquor, LLC (Dilip Prajapati, Agent) for a Class “A” Beer/”Class A” Liquor License located at 6525–26th Avenue (One Stop Grocery), upon surrender of a similar license at the same location issued to Dilip Prajapati, with no adverse recommendations. (District #8) (L/P – Ayes 4, Noes 0) **HEARING Pgs. 28-31**

- C.6. Application of Nata-Misa, LLC (Milosav Rajic, Agent) for a Class “B” Beer/”Class B” Liquor License located at 3322 Sheridan Road (Grand View Inn), with no adverse recommendations. (District #1) (L/P – recommendation pending) **HEARING Pgs. 32-36**
- C.7. Approve application of TG Enterprises, Inc. (Maria Pilouras, Agent), for a Class “B” Beer/”Class B” Liquor License located at 12440–75th Street (Phoenix Family Restaurant) upon surrender of a Class “B” Beer/”Class C” Wine License at the same location issued to TG Enterprises, Inc., with no adverse recommendations. (District #16) (L/P – Ayes 4, Noes 0) **HEARING Pgs. 37-42**
- C.8. Approve application of Cocomoe's Management, Inc. (Scott Cardinali, Agent), for a Class “B” Beer/”Class B” Liquor License located at 2717–60th Street (The Bull's Eye), upon surrender of a similar license at the same location issued to McFibbers Pub, Inc., for the license period beginning July 1, 2014, subject to 15 demerit points. (District #3) (L/P – Ayes 4, Noes 0) **HEARING Pgs. 43-49**
- C.9. Approve application of Mike's Kenosha Downtown Tavern, LLC (Michael Cholak, Agent) for a Class “B” Beer/”Class B” Liquor License located at 707–56th Street (Mike's C&D), upon surrender of a similar license at the same location issued to BBRP, Inc., for the license period beginning July 1, 2014, subject to 0 demerit points. (District #2) (L/P – Ayes 4, Noes 0) **HEARING Pgs. 50-57**
- C.10. Approve application of Mike's Kenosha Downtown Tavern, LLC (Michael Cholak, Agent) for an Outdoor Extension of the Class “B” Beer/”Class B” Liquor License located at 707–56th Street (Mike's C&D), with a request to change the closing hours to midnight and waive the fence requirement, with no adverse recommendations. (District #2) (L/P – Ayes 4, Noes 0) **HEARING Pgs. 58-66**
- C.11. Approve non-adverse applications for Outdoor Extensions of Class “B” Beer/”Class B” Liquor Licenses, with requests to waive the fence requirement:
- a. TK Kenosha, LLC (Tilted Kilt, 7000–74th Place). (District #16)
 - b. GKLS, LLC (Kaiser's Pizza & Pub, 510–57th Street). (District #2)
- (L/P – Ayes 4, Noes 0) **HEARING Pgs. 67-76**
- C.12. Application of Sir Arthur's Tavern-Camelot Catering, LLC for a Temporary Outdoor Extension on May 10, 2014, located at 3501–14th Avenue (Sir Arthur's Beer Gardens), with a request to waive the fence requirement. (District #6) (L/P – recommendation pending) **HEARING Pgs. 77-83**

- C.13. Approve application of Sir Arthur's Tavern-Camelot Catering, LLC for an Outdoor Area Waiver of Cabaret and/or Amplified Music Restrictions on May 10, 2014, located at 3501–14th Avenue (Sir Arthur's Beer Gardens), with no adverse recommendations. (District #6) (L/P – Ayes 5, Noes 0) **HEARING Pg. 84**
- C.14. Approve application of Brother 2 Brother for a Daily Cabaret License on June 7, 2014 (51st Place between 6th Avenue and 7th Avenue, Captain Mike's) with no adverse recommendations. (District #2) (L/P – Ayes 5, Noes 0) **HEARING Pgs. 85-86**
- C.15. Approve application of Brother 2 Brother for an Outdoor Area Waiver of Cabaret and/or Amplified Music Restrictions for a Charity Event on June 7, 2014 (51st Place between 6th Avenue and 7th Avenue, Captain Mike's), with no adverse recommendations. (District #2) (L/P – Ayes 5, Noes 0) **HEARING Pgs. 87-88**
- C.16. Approve applications for Probationary Cabaret Licenses with no adverse recommendations:
a. Cocomoe's Management, Inc. (2717–60th Street, The Bull's Eye). (District #3)
b. Mike's Kenosha Downtown Tavern, LLC (707–56th Street, Mike's C&D). (District #2)
(L/P – Ayes 5, Noes 0) **HEARING Pgs. 89-92**
- C.17. Application of Bonnie Mirkiewicz for an Outdoor Dining Area License located at 5000–7th Avenue (Forever Grateful). (District #2) (L/P – recommendation pending) **Pgs. 93-106**

D. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS

E. ORDINANCES 1st READING

- E.1. Ordinance by Alderperson David F. Bodgala, Co-Sponsors: Alderpersons Steve Bostrom and G. John Ruffolo – To Create Chapter XXXIX (of the Code of General Ordinances) Regarding Presumptive Approval. (Formerly Known as Ordinance by Alderperson David F. Bodgala, Co-Sponsors: Alderpersons Steve Bostrom and G. John Ruffolo – To Create Section 19 (of the Code of Zoning Ordinances) and to Create Chapter XXXIX (of the Code of General Ordinances) Regarding Presumptive Approval. (L/P – motion to approve as amended, to remove Zoning Ordinance and Include General Code only, failed – Ayes 2, Noes 3) **Pgs. 107-114**

- E.2. Ordinance by the Mayor - To Repeal and Recreate Subsections 1.06 S.3, 4, and 7.b. (of the Code of General Ordinances for the City of Kenosha) Regarding Members, Term and Duties of the Mayor's Youth Commission. (Fin. - recommendation pending) **Pgs. 115-116**

F. ZONING ORDINANCES 1st READING

G. ORDINANCES 2nd READING

- G.1. By Alderperson Steve G. Bostrom - To Repeal and Recreate Subsection 30.10 (Of the Code of General Ordinances) Regarding Ethics Complaints. (L/P – deny-Ayes 3, Noes 0; PW - Ayes 2, Noes 1, Abstains 1; PSW - deny-Ayes 5, Noes 0; Fin.- deny-Ayes 5, Noes 1) (Deferred 04/07/14 and 04/21/14; public hearing held 04/07/14) **Pgs. 117-118**

H. ZONING ORDINANCES 2nd READING

I. RESOLUTIONS

- I.1. Resolution by the Finance Committee – Resolution To Amend the City of Kenosha Capital Improvement Program for 2013 by Increasing PK09-001 “Harbor Dredging” in the amount of \$410,000 and by Decreasing PK93-004 “Reforestation” for 2011 in the amount of \$24,500; for 2012 in the amount of \$72,000 and 2013 in the amount of \$123,600 and by Decreasing PK10-001 “Field Office Buildings” for 2013 in the amount of \$30,000 and by Decreasing PK96-001 “Equipment” for 2012 in the amount of \$9,900 with outside funding from a Coastal Management Grant in the amount of \$30,000 and a Recreational Boating Facilities Grant in the amount of \$120,000 for a Net Change of \$0. (PW, Park and Fin. - recommendations pending) **Pgs. 119-120**
- I.2. Resolution by Alderperson David Bogdala; Co-Sponsors: Alderperson G. John Ruffolo, Steve Bostrom – Resolution To Urge the City of Kenosha Police and Fire Commission to Hold a Hearing on the Recent Allegations Made Against the Fire Chief. (PSW – motion to approve failed-Ayes 1, Noes 3) (Deferred 04/07/14 and 04/21/14) **Pgs. 121-122**
- I.3. Resolution by the Mayor – Resolution To Adopt a Project Plan Amendment for Tax Incremental District #16 (City of Kenosha, Wisconsin, Under Section 66.1105 (4)(h)1., Wisconsin Statutes). (District #16) (CP - Ayes 6, Noes 0; Fin. - recommendation pending) (Deferred 04/21/14) **Pgs. 123-147**

J. APPOINTMENTS/REAPPOINTMENTS BY THE MAYOR

- J.1. Reappointment of Mark Modory (5238-38th Avenue, Kenosha) to the Kenosha City/County Joint Services Board of Directors, for a term to expire May 1, 2016. **Pgs. 148-152**
- J.2. Reappointment of Alderman Steve Bostrom (1720-75th Street, Kenosha) to the Airport Commission for a term which expires May 1, 2016.
- J.3. Appointment of Alderman Rocco J. LaMacchia Sr. (2114-25th Avenue, Kenosha) to the Kenosha City/County Joint Services Board of Directors.
- J.4. Appointment of Mark Pierog (606-72nd Street) Kenosha, to fulfill an unexpired term on the Civil Service Commission for a term which expires June 7, 2016.
- J.5. Appointment of Alderman Scott Gordon (5204-46th Avenue, Kenosha) to the Mayor's Youth Commission for a term which expires November 1, 2014.

K. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

- K.1. Award of Contract for Project 14-2013 Southport Marina Dredging (97-57th Street) to Morrish Wallace Construction d/b/a Ryba Marine Construction Construction Co. (Cheboygan, Michigan) in the amount of \$206,000. (District #2) (PW and Park – recommendations pending) **Pg. 153**
- K.2. Award of Contract for Project 13-1551 Fire Station #4 Administrative Addition Re-Bid (4810-60th Street) to Magill Construction Company, Inc. (Elkhorn, Wisconsin) in the amount of \$630,962. (District #11) (PW – recommendation pending) **Pgs. 154-217**

L. OTHER CONTRACTS AND AGREEMENTS

- L.1. Second Amendment to Lease between the City of Kenosha (Wisconsin), Board of Park Commissioners, Baseball Like It Oughta Be, LLC and Northwoods League, Inc. (Park – Ayes 5, Noes 0; Fin. - recommendation pending) **Pgs. 218-225**

- L.2. Award of Professional Service Contracts for:
- a. Project 14-1417 Parkway Tree Removal to Asplundh Tree Expert Co. (Schofield, Wisconsin) in the amount of \$110,000 (Citywide). (PW - recommendation pending)
 - b. Project 14-1418 Planting Trees in Lawn Park Areas to Paul Swartz Nursery & Garden Shop Inc. (Burlington, Wisconsin) in the amount of \$32,000 (Citywide).
(Park – Ayes 5, Noes 0) **Pgs. 226-251**
- L.3. Approval of Settlement Agreement by and between the City of Kenosha, Wisconsin with Veit & Company, Inc. (PW, SWU and Fin. - recommendations pending) CLOSED SESSION: The Common Council may go into Closed Session regarding this item, pursuant to §19.85(1)(g), Wisconsin Statutes to confer with legal counsel regarding this matter. The Common Council will reconvene into open session. **Pgs. 252-270**

M. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

- M.1. KABA 2014 1st Quarter Loan Reports. (Fin. - recommendation pending)
Pgs. 271-278
- M.2. Disbursement Record #7 - \$9,353,459.41. (Fin. - recommendation pending)
Pgs. 279-312

N. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

- N.1. Ingress and Egress Easement for Simmons Island Boardwalk and Beach Planting Agreement by and between the Kenosha Water Utility and City of Kenosha. (PW – recommendation pending) **Pgs. 313-322**

O. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC SAFETY & WELFARE

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

- a. LEGISLATIVE REPORT
- b. MAYOR'S COMMENTS
- c. ALDERPERSON COMMENTS

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

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
April 15, 2014**

Keith G. Bosman, Mayor

Debra L. Salas, City Clerk

**KENOSHA MUNICIPAL
BUILDING COUNCIL
CHAMBERS ROOM 200
April 15, 2014**

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

The meeting was called to order at 7:32 p.m.

On roll call, the following members of the Common Council were present: Alderpersons Jenkins, Michalski, Ruffolo, LaMacchia, Paff, Juliana, Wicklund, Rosenberg, Kennedy, Gordon, Bostrom, Wilson, Prozanski, Rose, Johnson and Bogdala. Excused: Alderperson Haugaard. A moment of silence was observed in lieu of the invocation.

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

1. Oath of Office – Alderpersons. City Clerk Debra L. Salas administered the oath to the Alderpersons.

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

2. Appointments to the Committee on Finance:

Alderpersons Bob Johnson, Anthony Kennedy, Rocco LaMacchia, Sr., Dave Paff, Daniel Prozanski, Jr. and Curt Wilson.

3. Appointments to the Committee on Public Works/Board of Water Commissioners/Storm Water Utility:

Alderpersons Steve Bostrom, Scott N. Gordon, Eric Haugaard, Rhonda Jenkins, Patrick A. Juliana and Jan Michalski.

4. Appointments to the Committee on Public Safety & Welfare/Park Commission:

Alderpersons Scott N. Gordon, Rocco LaMacchia, Sr., Jack Rose, Keith W. Rosenberg and Kurt Wicklund.

5. Appointments to the Licensing/Permit Committee:

Alderpersons David F. Bogdala, Patrick A. Juliana, G. John Ruffolo, Kurt Wicklund and Curt Wilson.

On roll call vote, motion to approve the appointments carried (14-2) with Alderpersons Bostrom and Bogdala voting nay.

6. Selection of Committee/Commission Chairperson. The Committees convened and elected the following Chairpersons:

a. Finance Committee – Chairman Daniel Prozanski, Jr., Vice Chairman Curt Wilson

b. Public Works Committee - Public Works – Chairman Eric Haugaard, Vice Chairman Jan Michalski

c. Board of Water Commissioners – Chairman Jan Michalski, Vice Chairman Eric Haugaard

d. Public Safety & Welfare Committee – Chairman Rocco LaMacchia, Sr., Vice Chairman Jack Rose

e. Board of Park Commissioners – Chairman Scott N. Gordon, Vice Chairman Keith W. Rosenberg

f. Licensing/Permit Committee – Chairman Curt Wilson, Vice Chairman Patrick A. Juliana

g. Storm Water Utility – Chairman Patrick A. Juliana, Vice Chairman Scott N. Gordon

City Plan Commission members: Kurt Wicklund (Park Commission) Jan Michalski (Public Works)

7. Election of Council President. The Mayor requested nominations and advised no second was required.

Alderperson LaMacchia nominated Alderperson Daniel Prozanski, Jr. There being no further nominations, Mayor Bosman so declared Alderperson Daniel Prozanski, Jr. the Council President.

ADJOURNMENT

There being no further business to come before the Common Council, it was moved, seconded and carried on a voice vote to adjourn at 7:44 pm.

On a voice vote, motion carried.

Approved:

**KEITH G. BOSMAN
MAYOR**

Attest:

**DEBRA L. SALAS
CITY CLERK/TREASURER**

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
April 21, 2014**

Keith G. Bosman, Mayor

Debra L. Salas, City Clerk

KENOSHA MUNICIPAL
BUILDING COUNCIL
CHAMBERS ROOM 200

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

The meeting was called to order at 7:09 p.m.

On roll call, the following members of the Common Council were present: Alderpersons Haugaard, Jenkins, Michalski, Ruffolo, LaMacchia, Paff, Juliana, Wicklund, Rosenberg, Kennedy, Bostrom, Wilson, Prozanski, Rose, Johnson and Bogdala. Alderperson Gordon was excused.

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

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

It was moved by Alderperson Juliana, seconded by Alderperson Wilson, to approve the minutes of the meeting held April 7, 2014. On a voice vote, motion carried.

Mayor Bosman read two oral referrals. To the Board of Park Commissioners and Finance Committee: By the Mayor- Approval of Second Amendment to Lease between the City of Kenosha, Wisconsin, Board of Park Commissioners, Baseball Like It Oughta Be, LLC and Northwoods League, Inc. To the Committee on Licensing/Permits- To create section 19 of the code of zoning ordinances and to create chapter XXXIX of the code of general ordinances regarding presumptive approval.

9 Citizens spoke during Citizen's Comments: Lindsay Post, Diana Kanecki, Virginia Hoekstra, Steve Mitchell, Matt Kaminski, Pamela Gibson, Dennis Wikel, Bob Waldron, and Craig Pias.

A. REFERRALS
TO THE COMMITTEE ON FINANCE

A.1. By the Mayor - To Repeal and Recreate Subsections 1.06 S.3, 4, and 7.b. (of the Code of General Ordinances for the City of Kenosha) Regarding Members, Term and Duties of the Mayor's Youth Commission.

B. COMMUNICATIONS,
PETITIONS, REPORTS
OF DEPARTMENTS

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

a. 18 applications for an Operator's (Bartenders) license, per list on file in the office of the City Clerk.

b. 2 applications for a transfer of agent status of Beer and/or Liquor licenses, per list on file in the office of the City Clerk.

c. 4 application(s) for a special Class "B" Beer and/or "Class B" Wine license per list on file in the office of the City Clerk.

d. 3 applications for a Taxi Driver's license per list on file in the office of the City Clerk.

On a voice vote, motion carried.

B.2. It was moved by Alderperson Haugaard, seconded by Alderperson Kennedy to approve Sign Code Appeal: Special Exception Request from Karen McKenzie (Aurora Health Care) for Relief from Sign Height Restrictions to Install Directional Signs at 6811 & 6815-118th Avenue (Parcel #03-122-06-325-001). A public hearing was held. No one spoke. On roll call vote, motion carried unanimously.

B.3. It was moved by Alderperson Haugaard, seconded by Alderperson LaMacchia to deny Sign Code Appeal: Special Exception Request from McDonald's USA, LLC c/o Michael Best & Friedrich for Relief from the Requirement to Remove Existing Non-conforming Signs Where a Premise is Vacated for More than Ninety (90) Days and to Install an Additional Free-standing Sign on the Site. Property Address: 12214-75th Street. A hearing was held. Susan Sager and Everett Misucci spoke. On roll call vote, motion failed (1-15) with Alderperson Kennedy voting aye.

B.3.1. It was then moved by Alderperson Bostrom, seconded by Alderperson Juliana to grant a 30 day extension to keep the non-conforming sign and to grant permission to install an additional free-standing sign on the site. On roll call vote, motion carried (15-1) with Alderperson Kennedy voting nay.

C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS

C.1. It was moved by Alderperson Kennedy, seconded by Alderperson LaMacchia to approve Approve applications for new Operator's (Bartender's) licenses subject to:

-20 demerit points:

a. Jason Grubbs

-25 demerit points:

b. Mahendra Gala

c. Jessica Sissel.

A hearing was held. The applicants did not appear. On a voice vote, motion carried with Alderperson Michalski not present for the vote.

C.2. It was moved by Alderperson Kennedy, seconded by Alderperson Bogdala to separate item a of Deny applications for new Operator's (Bartender's) licenses based on material police record and false application:

a. Elizabeth Bohannon

b. Roland Garza

c. Angelica Beltran

On a voice vote, motion carried.

A hearing was held. Elizabeth Bohannon and Roland Garza spoke.

C.2.1. It was moved by Alderperson Kennedy, seconded by Alderperson LaMacchia to approve item a subject to 90 demerit points. On roll call vote, motion carried (12-4) with Alderpersons Wilson, Prozanski, Bogdala, and Ruffolo voting nay.

C.2.2. It was then moved by Alderperson Kennedy, seconded by Alderperson LaMacchia to separate items b and c. On a voice vote, motion carried.

C.2.3. It was then moved by Alderperson Kennedy, seconded by Alderperson Juliana to send item b back to the Committee on Licensing/Permits. On a voice vote, motion carried.

C.2.4. It was then moved by Alderperson Kennedy, seconded by Alderperson Juliana to deny item c. On a voice

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
April 21,2014**

Keith G. Bosman, Mayor

Debra L. Salas, City Clerk

vote, motion carried.

At this time Alderperson Kennedy briefly left the meeting.

C.3. It was moved by Alderperson Michalski, seconded by Alderperson Wilson to approve renewal applications for Taxi Driver's Licenses subject to:

- 40 demerit points:

a. David Dowell

- 80 demerit points:

b. Brian Walraven

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

C.4. It was moved by Alderperson Wilson, seconded by Alderperson Juliana to Deny application of Daksha Patel for a Transfer of Agent status of the Class "A" Retail Beer License located at 4924 Sheridan Road (Mobil Gas), based on not meeting statutory requirements. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.5. It was moved by Alderperson Michalski, seconded by Alderperson LaMacchia to Approve applications for Temporary Outdoor Extension Licenses, with no adverse recommendations: a. American Legion Post 21, May 24 and June 29, 2014 (504-58th Street). b. Dishes to Die For, Inc., April 26, 2014 (TG's Restaurant & Pub, 4127-7th Ave.) A hearing was held. The applicants did not appear. On a voice vote, motion carried.

C.6. It was moved by Alderperson Michalski, seconded by Alderperson Jenkins to Approve application for a Daily Cabaret License of The Port, LLC, May 3, 2014 (714-50th Street) with no adverse recommendations. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.7. It was moved by Alderperson Wilson, seconded by Alderperson Rose to Approve applications of American Legion Post 21 (504-58th Street), for Outdoor Area Waiver of Cabaret and/or Amplified Music Licenses on May 24 and June 29, 2014, with no adverse recommendations. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.8. It was moved by Alderperson Wilson, seconded by Alderperson Rose to Approve application for an Outdoor Area Waiver of Cabaret and/or Amplified Music for a Charity Event License for Dishes to Die For, Inc., April 26, 2014 (TG's Restaurant & Pub, 4127-7th Avenue) with no adverse recommendations. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.9. It was moved by Alderperson Wilson, seconded by Alderperson Rose to approve renewal application of First Step Services, Inc., for a Refuge Center License located at 1017-63rd Street (First Step Transitional Day Shelter), with no adverse recommendations. A hearing was held. John Wise spoke. On a voice vote, motion carried.

C.10. It was moved by Alderperson LaMacchia, seconded by Alderperson Juliana to Approve renewal application of PRC, Inc., for a Recycling Center Activity License located at 6425-27th Avenue (PRC/Parise Recycling Center), with no adverse recommendations. A hearing was held. James Parise spoke. On a voice vote, motion carried.

At this time Alderperson Kennedy returned to the meeting.

C.11. It was moved by Alderperson LaMacchia, seconded by Alderperson Michalski to approve renewal application of PRC, Inc., for a Scrap Salvage Collector's License located at 6425-27th Avenue (PRC/Parise Recycling Center), with no adverse recommendations. A hearing was held. James Parise spoke. On a voice vote, motion carried.

C.12. It was moved by Alderperson Kennedy, seconded by Alderperson Wilson to Approve renewal applications for Scrap Salvage Dealer's Licenses, with no adverse recommendations:

a. Schneider Auto Sales & Parts, Inc. (8521 Sheridan Road). (District #9)

b. Jantz's Yard 4 Automotive, Inc. (2500 Washington Road). (District #6)

c. Jantz Auto Sales, Inc. (3405 Washington Road).

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

C.13. It was moved by Alderperson Kennedy, seconded by Alderperson LaMacchia to approve Findings of Fact, Conclusions of Law and Recommendation in the matter of the Class "B" Beer/Class "C" Wine License and/or Outdoor Dining Area License of Food and Fun First, LLC, d/b/a The Good Garden Cafe and Wine Gallery, 5925-6th Avenue A, Janine Kolbeck, Agent, to suspend for a period of 10 consecutive days. A hearing was held. Mr. Kane, a representative for the City Council was present. The applicant did not appear. On roll call vote, motion carried (15-0-1) with Alderperson Jenkins abstaining from the vote.

C.14. It was moved by Alderperson Wilson, seconded by Alderperson Rose to approve Findings of Fact, Conclusions of Law and Recommendation in the matter of the Cabaret License of Imagine4, LLC, d/b/a Big Shotz Sports Bar, 3000 Roosevelt Road, Kurt Streck, Agent, to revoke. A hearing was held. Mr Kane, a representative for the City Council was present. David Celke was present and spoke.

C.14.1. It was then moved by Alderperson Wilson, seconded by Alderperson LaMacchia to go into a closed session at 8:52pm. On a voice vote, motion carried.

C.14.2. It was moved by Alderperson LaMacchia, seconded by Alderperson Wilson to re-open the meeting at 9:07pm. On a voice vote, motion carried.

On roll call vote, motion carried (15-0) with Alderperson Rosenberg not present for the vote.

D. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS

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

D.1. Conditional Use Permit for a 93-room hotel to be located at 7300-125th Avenue. A public hearing was held. Jonah Hetland of Bear Development spoke.

D.1.1 It was then moved by Alderperson Bogdala, seconded by Alderperson Ruffolo to defer the item for two weeks. On a voice vote, motion failed.

On roll call vote, motion carried unanimously.

E. ORDINANCES 1ST READING

F. ZONING ORDINANCES 1ST READING

G. ORDINANCES 2ND READING

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

G.1. It was moved by Alderperson Kennedy, seconded by Alderperson Ruffolo, to deny Ordinance By Alderperson Steve G. Bostrom - To Repeal and Recreate Subsection 30.10 (Of the Code of General Ordinances) Regarding Ethics Complaints.

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
April 21, 2014**

Keith G. Bosman, Mayor

Debra L. Salas, City Clerk

G.1.1. It was then moved by Alderperson Prozanski, seconded by Alderperson Michalski to defer the item for two weeks. On a voice vote, motion carried with Alderperson Juliana abstaining from the vote.

I. RESOLUTIONS

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

I.1. It was moved by Alderperson LaMacchia, seconded by Alderperson Kennedy, to approve Resolution 39-14. A hearing was held. No one spoke. On roll call vote, motion carried unanimously with Alderperson Prozanski not present for the vote and said resolution was thereupon approved:

Resoluion 39-14

Resolution by the Committee on Finance – Resolution 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) in the Amount of \$975.88 for Trash and Debris Removal.

I.2. It was moved by Alderperson LaMacchia, seconded by Alderperson Kennedy to approve Resolutions 40-14 and 41-14. A hearing was held. No one spoke. On roll call vote, motion carried unanimously (15-0) with Alderperson Prozanski not present for the vote and said resolutions were thereupon approved Resolutions by the Committee on Finance – Resolutions To Levy Special Charges Upon Various Parcels of Property Located in the City per List on File in the Office of the City Clerk:

Resolution 40-14

Boarding and Securing - \$344.24

Resoluion 41-14

Property Maintenance Reinspection Fees - \$1,914.00

I.3. It was moved by Alderperson Kennedy, seconded by Alderperson Michalski to approve Resoluion 42-14. A public hearing was held. Alan Skripsky spoke. On roll call vote, motion carried (15-1) with Alderperson Bogdala voting nay and said resolution was thereupon approved:

Resolution 42-14

Resolution by the Committee on Public Works – Resolution To Order the Cost of Public Sidewalk and/or Driveway Approach Construction and/or Replacement to be Specially Assessed to Abutting Property.

I.4. It was moved by Alderperson Prozanski, seconded by Alderperson Wilson to defer for two weeks Resolution by Alderperson David Bogdala; Co-Sponsors: Alderperson G. John Ruffolo, Steve Bostrom – Resolution To Urge the City of Kenosha Police and Fire Commission to Hold a Hearing on the Recent Allegations Made Against the Fire Chief. On roll call vote, motion carried (13-3) with Alderpersons Bostrom, Bogdala, and Ruffolo voting nay.

I.5. It was moved by Alderperson Ruffolo, seconded by Alderperson Juliana to approve Resolution 43-14. On roll call vote, motion carried unanimously and said resolution was thereupon approved:

Resolution 43-14

Resolution by Alderperson Steve Bostrom – Resolution To Proclaim April 26, 2014 “Kenosha Autism Awareness Day”

I.6. It was moved by Alderperson Rosenberg, seconded by Alderperson Juliana to defer for sixty days Resolution by Alderperson Keith W. Rosenberg – Resolution To Request The Board Of Park Commissioners To Locate And Construct A Dog Park In Anderson Park. On a voice vote, motion carried.

I.7. It was moved by Alderperson LaMacchia, seconded by Alderperson Prozanski to deny Resolution by Alderperson David F. Bogdala; Co-Sponsors: Alderperson G. John Ruffolo, Alderperson Steve Bostrom – Resolution To Stop Further Progress of the Fire Station #4 Renovations Pending Review of the Repairs Necessary to Ensure the Safety of Fire Station #5. On roll call vote motion carried (12-4) with Alderpersons Bostrom, Bogdala, Jenkins, and Ruffolo voting nay.

I.8. It was moved by Alderperson Kennedy, seconded by Alderperson LaMacchia to defer for two weeks Resolution by the Mayor – Resolution To Adopt a Project Plan Amendment for Tax Incremental District #16, (City of Kenosha, Wisconsin, Under Section 66.1105 (4)(h)1., Wisconsin Statutes). On a voice vote, motion carried.

I.9. It was moved by Alderperson Kennedy, seconded by Alderperson Ruffolo to approve Resolution 44-14. On roll call vote, motion carried unanimously and said resolution was thereupon approved:

Resolution 44-14

Resolution by the Mayor – Resolution To approve a two-lot Certified Survey Map for property at the northeast corner of 75th Street and 125th Avenue.

J. APPOINTMENTS/

REAPPOINTMENTS BY THE MAYOR

J.1. It was moved by Alderperson Kennedy, seconded by Alderperson Michalski, to approve Reappointment to the Museum Board for a term which expires May 1, 2017: a) Lynda Bogdala (7101-96th Avenue, Kenosha) b) Cameron Olson (4209-89th Street, Kenosha). On voice vote, motion carried with Alderperson Bogdala abstaining from the vote.

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

J.2. Reappointment of Alderman Jan Michalski (416-71st Street, Kenosha) to the Museum Board for a term which expires May 1, 2016.

J.3. Reappointment of Jessica Olson (4209-89th Street, Kenosha) to the City Plan Commission for a term which expires May 1, 2016.

J.4. Reappointment of Peter Sinsky (3430-16th Place, Kenosha) to the Board of Housing Appeals/Board of Zoning Appeals for a term which expires May 1, 2017.

J.5. Appointment of Bradley Kleba (4215-89th Street, Kenosha) to the City Plan Commission for a term which expires May 1, 2016.

On a voice vote, motion carried.

J.6. It was moved by Alderperson Kennedy, seconded by Alderperson LaMacchia to approve Appointment of Ronald Bailey (7003-7th Avenue, Kenosha) to the Ethics Board to fulfill an unexpired term which expires June 4, 2018. On a voice vote, motion carried with Alderperson Bogdala abstaining from the vote.

K. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

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

K.1. Award of Contract for Project 12-1424 Southport Park Trail Development (7501-2nd Avenue) to Parking Lot Maintenance Inc. (Pewaukee, Wisconsin) in the amount of \$115,000.

K.2. Award of Contract for Project 14-1208 Sidewalk & Curb/Gutter Program (Citywide Locations) to A.W. Oakes

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
April 21,2014**

Keith G. Bosman, Mayor

Debra L. Salas, City Clerk

& Son (Racine, Wisconsin) in the amount of \$842,000.
On roll call vote, motion carried unanimously.

L. OTHER CONTRACTS AND AGREEMENTS

It was moved by Alderperson Juliana, seconded by Alderperson LaMacchia, to approve:
L.1. Lease By and Between the City of Kenosha (a Wisconsin Municipal Corporation) and Coins Sports Bar, Inc. (a Wisconsin Corporation), as amended by the Public Works Committee, in section 7 adding the words *and/or lessee* after the word *lessor*.
On roll call vote, motion carried unanimously.

M. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

M.1. It was moved by Alderperson LaMacchia, seconded by Alderperson Wilson to deny Request from Roberto Mercadillo to Refund a Penalty Fee in the Amount of \$720.00 for a Business Occupancy Permit for Bel Air Motors at 7550 Sheridan Road. A hearing was held. No one spoke. On roll call vote, motion carried unanimously.
M.2. It was moved by Alderperson Wilson, seconded by Alderperson Kennedy to deny Request from Denny Vauters to Refund a Penalty Fee in the Amount of \$720.00 for a Business Occupancy Permit for Blevins Insurance at 1114-56th Street. A hearing was held. No one spoke. On roll call vote, motion carried unanimously.
M.3. It was moved by Alderperson Kennedy, seconded by Alderperson LaMacchia to approve Disbursement #6 - \$4,153,699.47. On roll call vote, motion carried (15-1) with Alderperson Bogdala voting nay.

N. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

It was moved by Alderperson Wilson, seconded by Alderperson LaMacchia, to approve:
N.1. Sidewalk Rates for 2014.
On roll call vote, motion carried (15-1) with Alderperson Bogdala voting nay.

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

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

ADJOURNMENT

There being no further business to come before the Common Council, it was moved by Alderperson Kennedy, seconded by Alderperson LaMacchia, to adjourn at 10:05pm.
On a voice vote, motion carried.

Approved:

**KEITH G. BOSMAN
MAYOR**

Attest:

**DEBRA L. SALAS
CITY CLERK/TREASURER**

B.1.	May 5, 2014		NO ADVERSE		
a.			BARTENDERS		RENEWAL
	First Name	Last Name	Address	Business Name	
1	Karin	Bergquist	3609 115 th St	Moose Lodge	No
2	James	Bonner	3700 124 th St	Kenosha Kingfish	No
3	Tom	Bruneau	5029 Springbrook Rd		No
4	Sandra	Cornell	7933 19 th Ave	Uncle Mike's	No
5	Ryan	Dellisse	1006 73 rd St	Good Garden	No
6	Mercedes	Dower	4613 19 th Ave		No
7	Joshua	Flores	1102 83 rd St Lower	Uncle Mike's	No
8	Prabhjot	Gill	6635 Altamount Cir – Racine, WI	Cellar Door	No
9	Lanah	Herrick	2717 75 th St	Pub 22	No
10	Melissa	Jaramillo	5940 5 th Ave	Applebee's	No
11	Dawn	Jones	6209 31 st Ave	The Agave Luna Azul	No
12	Morgan	Kieffer	442 9 th Pl	Buffalo Wild Wings	No
13	Daniel	Langel	24423 75 th St #8	Stein BP	No
14	Grace	Larson	3307 15 th St #2D	Dolls	No
15	Ron	Ledoux	1409 Hamilton St – Racine, WI	Uncle Mike's	No
16	Isidra	Ortiz	602 S. Fancher Rd – Racine, WI	Houston's Bar & Grill	No
17	Jose	Ortiz	602 S. Fancher Rd – Racine, WI	Houston's Bar & Grill	No
18	Jennifer	Ours	7801 88 th Ave #41		No
19	Jennifer	Padlock	8549 37 th Ave	Kenosha Kingfish	No
20	Shannon	Schram	1140 Sunnyslope Dr #103 – Racine, WI	Kwik Trip	No
21	Lucerito	Soto	4831 44 th Ct	Los Cantaritos	No
	TOTAL =	21			
b.			TRANSFER OF AGENT		
	First Name	Last Name	Address	Business Name	
1	Kelly	Losch	5321 43 rd Ave	Mongolian Grill Restaurant	
	TOTAL =	1			
c.	SPECIAL CLASS “B”				
	Event Date	Organization Name	Location of Event	Event	
1					
	SPECIAL CLASS “Class B”				
	Event Date	Organization Name	Location of Event	Event	
2	06/20-22/14	Kiwanis Club	5400 6 th Ave, Lot A	Bloomin' Bands	
	TOTAL =	1			
d			TAXI DRIVERS		
	First Name	Last Name	Address	Business Name	
1	Richard	Beiser	5710 7 th Ave	Keno Cab, Inc.	Yes
2	Mark	Croce	1902 31 st St	Keno Cab, Inc.	Yes
3	Terrence	Gaffney	8529 Cooper Rd.	Keno Cab, Inc.	Yes
4	Scott	Larson	3930 31 st Ave	Keno Cab, Inc.	Yes
5	Jason	Mouzes	5315 53 rd St	Keno Cab, Inc.	Yes
6	Glen	Ritacca	1860 27 th Ave #204	Keno Cab, Inc.	Yes
7	Billy	Sexton	1814 89 th St #102	Keno Cab, Inc.	Yes
8	Jeffrey	Smith	2117 57 th St	Journey Cab	Yes
	TOTAL =	8			

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CITY OF KENOSHA
625 52nd Street
Kenosha, Wisconsin 53140
Phone (262)653-4480
Fax (262)653-4491
assessor@kenosha.org
www.kenosha.org



CC 5/5/14
Michael K. Higgins
Assessor

Peter E. Krystowiak
Deputy Assessor

April 10, 2014

The Honorable Common Council
City of Kenosha
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby appoint the following members of the City of Kenosha Assessing Office to the City of Kenosha Board of Assessors:

Al Washington

Edward Cruely

Elizabeth Baker

Sincerely,

A handwritten signature in black ink that reads 'Michael Higgins'. The signature is written in a cursive style and is followed by a long horizontal line.

Michael Higgins

City Assessor

cla

Police Record Report

APPLICANT INFORMATION

Date of Application 4/7/2014	Name of Applicant Jacob Hernandez	Applicant's Date of Birth [REDACTED]	Driver's License Status Suspended
License Number N141144	Address of Applicant 7601-32nd Ave	Business (where license is to be used) Shenanigan's 52nd St	Business Address

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
6/13/2013	OPERATING WHILE SUSPENDED	GUILTY	Y	10

CITY ATTORNEY'S RECOMMENDATION	
Offense Demerit Points	10
Were all offenses listed on the application?	Y
TOTAL DEMERIT POINTS	10

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION	
<input checked="" type="checkbox"/> GRANT, Subject to 10 Demerit Points	
<input type="checkbox"/> DENY, based on material police record (substantially related to the license activity)	
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application	

Police Record Report

APPLICANT INFORMATION

Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
4/9/2014	Nicole Church		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N141159	3327-15th Street	Pub 22	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
4/25/2010	LICENSE NOT ON PERSON	GUILTY	N	0
9/14/2010	LICENSE NOT ON PERSON	GUILTY	N	0
4/8/2013	OPERATING WHILE SUSPENDED	GUILTY	Y	10

CITY ATTORNEY'S RECOMMENDATION	
Offense Demerit Points	10
Were all offenses listed on the application?	N=20
TOTAL DEMERIT POINTS	30

CITY ATTORNEY'S COMMENTS

Multiple misdemeanor convictions > 5 yrs. old not listed on application as required by question #1.

FINAL RECOMMENDATION

GRANT, subject to 30 Demerit Points

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

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

C12

Police Record Report

APPLICANT INFORMATION

Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
4/3/2014	Sukhdev Singh		UNABLE TO RUN DRIVER'S LICENSE RECORD
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N141137	1102 Goold St., Racine	Not Listed	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
1/14/2014	LIQUOR, LICENSE VIOLATION	Guilty	Y	25
1/14/2014	LIQUOR, SELL TO MINOR	Guilty	Y	25

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

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> GRANT, Subject to 50 Demerit Points
<input type="checkbox"/> DENY, based on material police record (substantially related to the license activity)
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
4/14/2014	Sara Schroeder		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business/Address
N141162	720-101st St, Pl. Prairie	Uncle Mike's Hwy Pub	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
1/23/2010	OPERATING WHILE INTOXICATED	GUILTY	Y	50
10/21/2011	LICENSE NOT ON PERSON	GUILTY	Y	0

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	50	
Were all offenses listed on the application?	0	
TOTAL DEMERIT POINTS	50	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION	
<input checked="" type="checkbox"/>	GRANT , Subject to <input type="text" value="50"/> Demerit Points
<input type="checkbox"/>	DENY , based on material police record (substantially related to the license activity)
<input type="checkbox"/>	DEFER or GRANT subject to Non-Renewal Revocation due to False Application

CIF

Police Record Report

APPLICANT INFORMATION

Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
4/16/2014	Kyle Igartua		Suspended
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N141167	930-73rd Street	The Good Garden	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
4/27/2010	OPERATING WHILE SUSPENDED	GUILTY	Y	10
1/25/2013	OPERATING WHILE SUSPENDED	GUILTY	Y	10
2/2/2013	OPERATING WHILE SUSPENDED	GUILTY	Y	20
11/10/2013	OPERATING WHILE SUSPENDED	GUILTY	Y	20

CITY ATTORNEY'S RECOMMENDATION	
Offense Demerit Points	60
Were all offenses listed on the application?	Y
TOTAL DEMERIT POINTS	60

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> GRANT , Subject to 60 Demerit Points
<input type="checkbox"/> DENY , based on material police record (substantially related to the license activity)
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application

Police Record Report

APPLICANT INFORMATION

Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
4/7/2014	Rachael Margetson		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N141145	10912-264th Ave, Trevor	Uncle Mike's	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
1/28/2011	UNDERAGE LIQUOR VIOLATION	GUILTY	Y	20
11/19/2011	OPERATING WHILE INTOXICATED	GUILTY	Y	50
7/5/2012	THEFT/SHOPLIFTING \$50-199	GUILTY	Y	10

CITY ATTORNEY'S RECOMMENDATION

Offense Demerit Points	80
Were all offenses listed on the application?	Y
TOTAL DEMERIT POINTS	80

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION

GRANT, Subject to Demerit Points

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

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

- C2

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
3/29/2014	Roland Garza		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N141131	1706-55th Street	Kenosha Midnight	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
3/11/2002	Failure to Support Child - Felony E	Guilty/No Contest	N	100
6/26/1995	Substantial Battery-Intend Bodily Harm - Felony E	Guilty/No Contest	N	100

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	200	
Were all offenses listed on the application?	N - 20	
TOTAL DEMERIT POINTS	220	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION	
<input type="checkbox"/>	GRANT, Subject to <input type="checkbox"/> Demerit Points
<input checked="" type="checkbox"/>	DENY, based on material police record & False Application
<input type="checkbox"/>	DEFER or GRANT subject to Non-Renewal Revocation due to False Application



OPERATOR'S (BARTENDER) LICENSE

Type: 217 Fee: \$75.00

FILED	3-31-14
INITIALS	JAD
ADVERSE/NO ADV	
LP	4/14/14
CC	

Deferred
 back to
 LP 4/28 License # N 141131
 Provisional Issued: yes no

- Beverage Course Completed
- HOLD for Beverage Course

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

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

Date of Birth: _____ Gender: H Phone: 262-455-6509

Home Address: 1706 - 55th ST Kenosha wis 53140
 CITY STATE ZIP

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

Driver's License or State ID Number _____ STATE _____ NUMBER _____

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

ANSWER THE FOLLOWING QUESTIONS TRULY AND COMPLETELY:

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

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

-OVER-

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

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

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

6. List the name and address of all employers for which you have worked and/or businesses you have operated in the past five (5) years:
RON good EARTH ~~Houston~~ TX 2008 - 2011
MIDTOWN FOODS KENOSHA WIS 2012 - 2014

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

Houston TX 727-LOOKOUT DR
KENOSHA WIS 1726-55th ST W

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

Applicant's Signature: Ronald Garyan Date: 2-29-14

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

Police Record Report

APPLICANT INFORMATION

Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
4/15/2014	Ashley Peace		Revoked
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N141163	2611 Eisenhower Dr., Racine	Not Listed	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
8/24/2009	OPERATING AFTER REVOCATION	GUILTY	Y	10
2/17/2013	BLOOD ALCOHOL CONTENT	GUILTY	Y	} 50
2/17/2013	OPERATING WHILE INTOXICATED	GUILTY	Y	
8/24/2009	DC/LOUD MUSIC	GUILTY	Y	10
2/21/04	Non-Compliant with Alcohol Assessment	Guilty	N/A	100

CITY ATTORNEY'S RECOMMENDATION

Offense Demerit Points	170
Were all offenses listed on the application?	Y
TOTAL DEMERIT POINTS	170

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION

GRANT, Subject to Demerit Points

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

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

3. Have you ever had your driver's license suspended or revoked in Wisconsin or in any other State?

Yes No If yes, explain:

From a O.W.I. in Feb 2013. The case is closed

4. Have you received any traffic citations in Wisconsin or in any other State within the past five (5) years; or do you have any such citations pending? Yes No

If yes, state: charge, year, result

O.W.I. speeding 7 last Feb 2013

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

If yes, state: charge, year, result

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

SNAP-ON
LIVS
LITTLE CEASERS

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

2611 EISENHOWER DR RACINE W.I 53405
9027 FLORENCE DR STURTEVANT W.I 53177
4611 VICTORY AVE RACINE W.I

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

Applicant's Signature:

[Handwritten Signature]

Date:

4-15-14

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

[Handwritten Initials]
(Applicant's Initials)

ORIGINAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning May 20 14 ending June 30, 20 14

TO THE GOVERNING BODY of the: Town of Village of City of Kenosha
County of Kenosha Aldermanic Dist. No. 16 (if required by ordinance)

Applicant's Wisconsin Seller's Permit Number: <u>436-0000594813-03</u>	
Federal Employer Identification Number (FEIN): <u>39-1835717</u>	
LICENSE REQUESTED	
TYPE	FEE
<input checked="" type="checkbox"/> Class A beer	\$ <u>83</u>
<input type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Wholesale beer	\$
<input type="checkbox"/> Class C wine	\$
<input checked="" type="checkbox"/> Class A liquor	\$ <u>83</u>
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
Publication fee	\$ <u>46.00</u>
TOTAL FEE	\$ <u>212</u>

1. The named INDIVIDUAL PARTNERSHIP LIMITED LIABILITY COMPANY CORPORATION/NONPROFIT ORGANIZATION

herby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): KTS Amoco, Inc.

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>Pres. Daniel Stein</u>	<u>6255 - 54th Ave</u>	<u>Kenosha 53142</u>
Vice President/Member	<u>Vice Lois M. Hendrix</u>	<u>5211 85th St</u>	<u>Plummer Prairie 53157</u>
Secretary/Member			
Treasurer/Member			
Agent	<u>Daniel Stein</u>		

3. Trade Name BP Business Phone Number (262) 694-8588

4. Address of Premises 6500 - 75th St. Post Office & Zip Code Kenosha, 53142

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No

6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No

7. Does any other alcohol beverage retail licensee or wholesaler have any interest in or control of this business? Yes No

8. (a) Corporate/limited liability company applicants only: Insert state WI and date 1995 of registration. Yes No

(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No

(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No

(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) coolers + shelves (secured locked down area)

10. Legal description (omit if street address is given above):

11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No

(b) If yes, under what name was license issued?

12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8664]. Yes No

13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (608) 266-2776] Yes No

14. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? Yes No

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

SUBSCRIBED AND SWORN TO BEFORE ME this 11th day of March, 20 14

Jeana M Peters
(Clerk/Notary Public)
My commission expires 03/05/17

Daniel Stein
(Officer of Corporation/Member/Manager of Limited Liability Company/Partnership/Individual)

Lois M. Hendrix
(Officer of Corporation/Member/Manager of Limited Liability Company/Partnership/Individual)

Jeana M. Peters
(Additional Partner(s)/Member/Manager of Limited Liability Company/Partnership/Individual)

TO BE COMPLETED BY CLERK			
Date received and filed with municipal clerk <u>4/15</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted <u>pat mn</u>	Date license issued	License number issued	

KJS AMOCO INC.

8C- use

Stein BP, INC.

BP gas station + Interstate Dept

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

<input checked="" type="checkbox"/>	CLASS "A" BEER (GROCERY STORE, LIQUOR STORE, GAS STATION)	<input checked="" type="checkbox"/>	"CLASS A" LIQUOR (GROCERY STORE, LIQUOR STORE, GAS STATION)
<input type="checkbox"/>	CLASS "B" BEER (RESTAURANT, BAR)	<input type="checkbox"/>	"CLASS B" LIQUOR (RESTAURANT, BAR)

- Applicant Name KJS Amoco, Inc Business Name BP
- Property Information: Address 6500 75th Owner Kevin J. Stein / DAN Stein
 If applicant is not owner, does applicant have a lease agreement with the owner? Yes or No (NOTE: Proof of property ownership or proof of an executed lease must be provided to the City Clerk before the license will be issued.)
- Square footage of building 3,200 sq. ft. Assessed value of property BUILDING 704,000 / LAND 534,000
- Assessed value of personal property (furniture, fixtures, equipment to be used in the business) 20,000
- Number of Employees (NOTE: A minimum of two (2) employees are required to be on premises during the hours in which the sale of Class A Liquor beverages are permitted.)
 Number of Full Time Employees 5 Number of Part Time Employees 6

- If this application is for a "Class A" Liquor license, is the premises physically closed to customers during the hours in which sales are not permitted? Yes or No or Not Applicable (circle one)
Completely separate area - will be closed
- Gross Monthly Revenue - According to Section 10.03, applicants must come within 70% of the estimate of gross monthly revenue for alcohol beverages after one full license term or the license may be subject to revocation.

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

BEER \$3,000 (former sales)

LIQUOR \$3,000 (based on former beer sales)

FOOD \$15,000 (sales)

OTHER (specify) Gas, car wash, lottery \$350,000

TOTAL GROSS MONTHLY REVENUE \$400,000

(OVER)

CITY OF KENOSHA STATEMENT OF ECONOMIC IMPACT - PAGE TWO

Applicant Name: TKTS Assoc. Business Name: BP

Property Information: Address: 6500 75th St Owner: Kevin + Dan Stein

8. Explain how the issuance of this license will benefit the City: Greater availability for neighbors in a quick service, friendly environment. Increase sales tax, beer and other commodities. Increase in jobs.

9. Explain why the business will have a substantial positive impact upon the surrounding properties: Increased business, more satisfied neighbors. Greater value to property and business. More jobs.

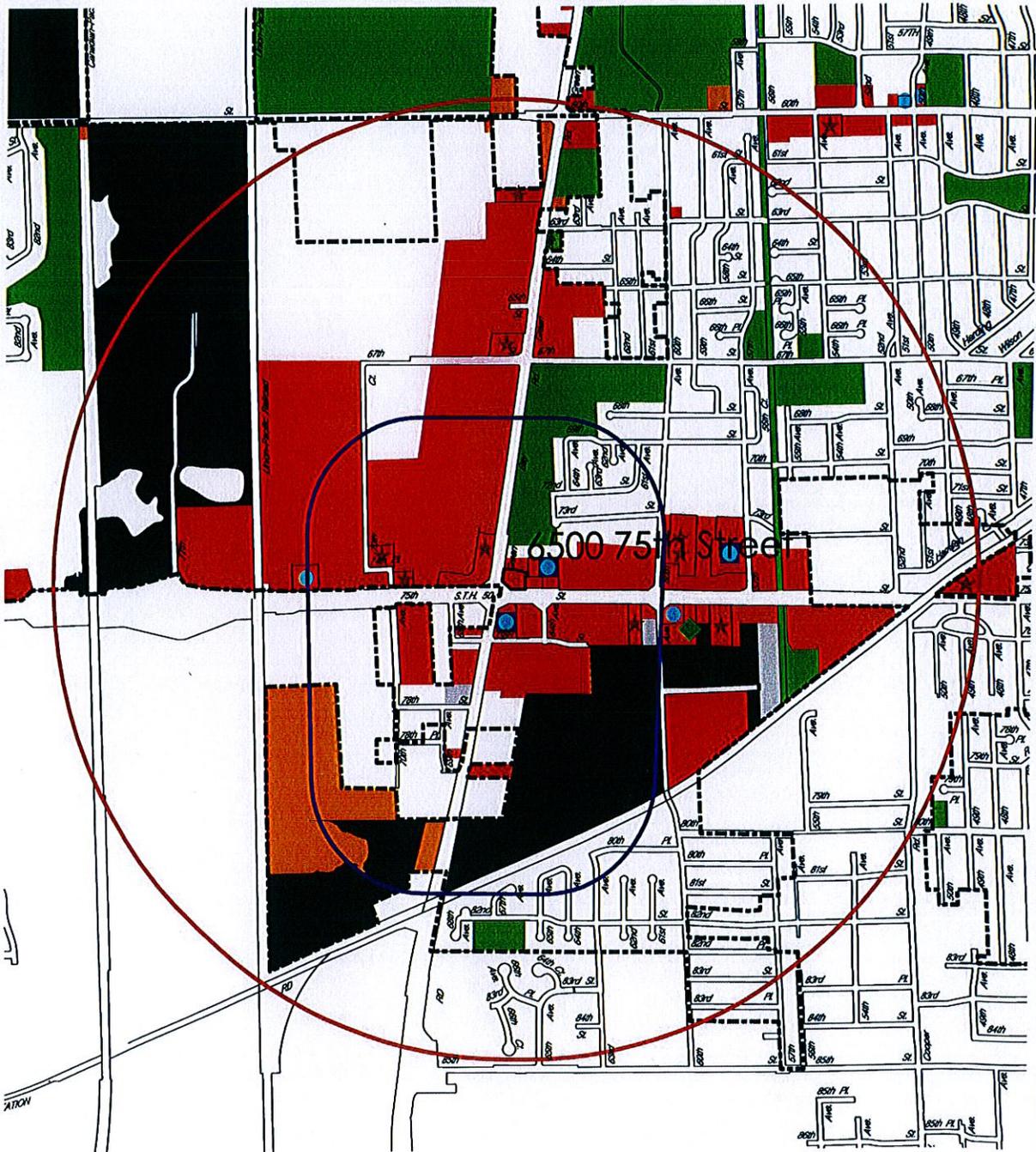
10. Explain why the business have a significant, positive influence on the City economy: Greater sales, increased jobs, more employer hours, more taxes, greater convenience and availability to neighbors

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

12. List other factors the Common Council should consider: We sold beer for 15 yrs. previously with good success. The manager has been there for many, many years and has successfully managed beer sales. The agent has sold beer for 10+ years with no tickets. When the store stopped selling beer, there was a big backlash from customers and large over-all sales decline.

Applicant's Signature 

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



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

Note: Residential Districts are not colored.
 Note: Business Districts are colored as follows: B-1 B-2 B-3 B-4

— 5,280 ft from Applicant

— 6 blocks from Applicant

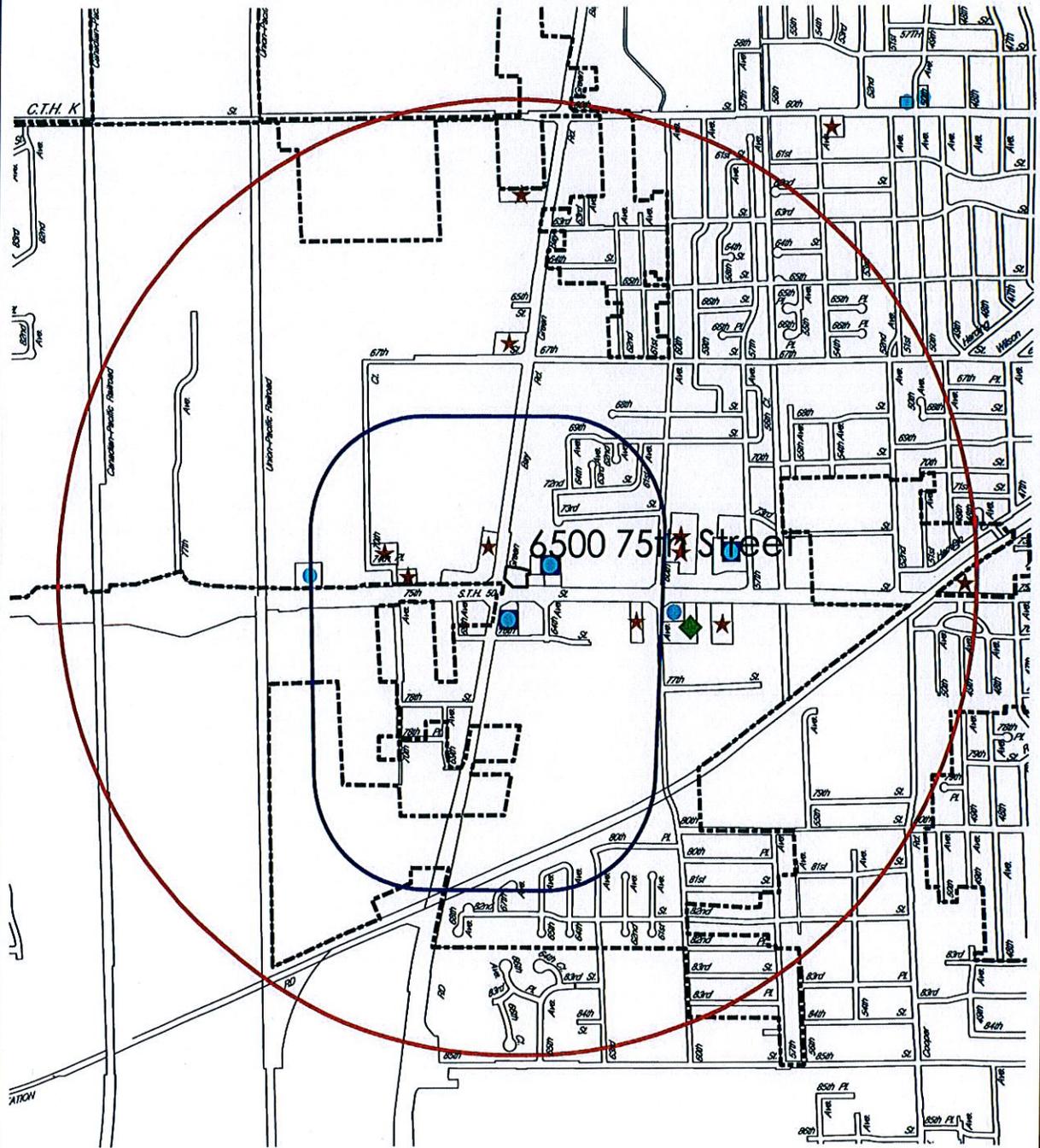
5,280 ft Radius	Liquor Class				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	5	3	1	10	0
Other Districts	0	0	0	0	0

6 Block Radius	Liquor Class				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	4	2	0	6	0
Other Districts	0	0	0	0	0

NORTH



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



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

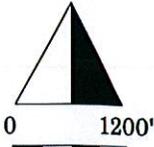
— 5,280 ft from Applicant

— 6 blocks from Applicant

5,280 ft Radius	Zoning Districts				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	5	3	1	10	0
Other Districts	0	0	0	0	0

6 Block Radius	Zoning Districts				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	4	2	0	6	0
Other Districts	0	0	0	0	0

NORTH



ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning May 20 14 ending June 30 20 14

TO THE GOVERNING BODY of the: Town of Village of City of Kenosha

County of Kenosha Aldermanic Dist. No. 8 (if required by ordinance)

Applicant's Wisconsin Seller's Permit Number: 28775463 Federal Employer Identification Number (FEIN): 45-7822171 LICENSE REQUESTED TYPE FEE Class A beer \$ 83 Class B beer \$ Class C wine \$ Class A liquor \$ 83 Class B liquor \$ Reserve Class B liquor \$ Publication fee \$ 46 TOTAL FEE \$ 218

- 1. The named INDIVIDUAL PARTNERSHIP LIMITED LIABILITY COMPANY CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (Individual/partners give last name, first, middle; corporations/limited liability companies give registered name): ONE STOP GROCERY & LIQUOR LLC

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

Table with columns: Title, Name, Home Address, Post Office & Zip Code. Entries include President/Member DELIP U. Poojapathi, Vice President/Member, Secretary/Member, Treasurer/Member, Agent Poojapathi Dilip U., Directors/Managers.

3. Trade Name ONE STOP GROCERY & LIQUOR LLC Business Phone Number 262-552-8533

4. Address of Premises 5575 26th Ave, Kenosha WI Post Office & Zip Code 53143

- 5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date 2014 of registration. (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Basement, 1st, 2nd, 3rd Behind Court

10. Legal description (omit if street address is given above):

11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No (b) If yes, under what name was license issued? Poojapathi DELIP U.

12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5830.5) before beginning business? [phone 1-800-937-8884] Yes No

13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (808) 288-2778] Yes No

14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

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

SUBSCRIBED AND SWORN TO BEFORE ME this 15 day of April, 2014. Maria Ruelle, Clerk/Notary Public. My commission expires 4-11-17.

Signature of Poojapathi (Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual). Signature of Poojapathi (Officer of Corporation/Member/Manager of Limited Liability Company/Partner). (Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

Table with columns: Date received and filed with municipal clerk, Date reported to council/board, Date provisional license issued, Signature of Clerk / Deputy Clerk, Date license granted, Date license issued, License number issued.

LICENSE SURRENDER

STATE OF WISCONSIN
KENOSHA COUNTY } SS

Principati DTLR LLC
(Individual/Partners/Corporation Name)

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

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

Affiant will surrender said license #(s) 01178140030202 to the City Clerk.

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

ONE STOP GROCERY & LIQUOR LLC

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

Affiant will surrender said license(s) # 140030, to the City Clerk

prior to the time a license is issued to ONE STOP GROCERY & LIQUOR LLC

and provide further that a license is granted to ONE STOP GROCERY & LIQUOR LLC the person herein designated.

[Signature]
Individual/Partner/President of Corporation

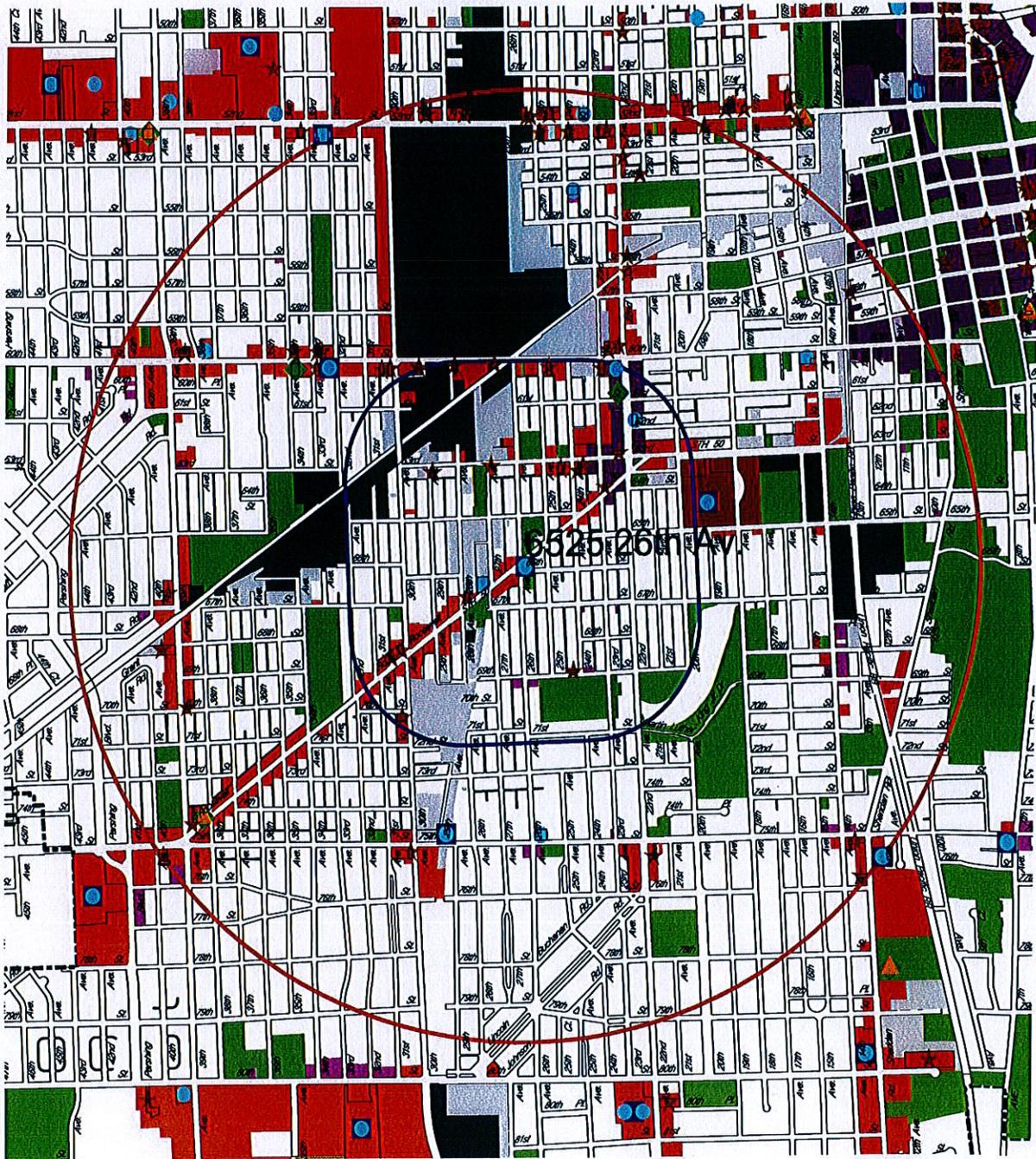
Partner/Corporate Officer

Subscribed and sworn to before me this 15 day of April, 2015.

[Signature]

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

"Class A" Retail Liquor Application
6525 26th Avenue



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

Note: Residential Districts are not colored.

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

— 5,280 ft from Applicant

— 6 blocks from Applicant

5,280 ft Radius	Class				
	Class "A"	"Class A"	Class "B"	Class "B" & Class "B"	"Class C"
Residential Districts	0	0	0	1	0
Business Districts	14	6	3	47	1
Other Districts	0	0	0	0	0

6 Block Radius	Class				
	Class "A"	"Class A"	Class "B"	Class "B" & Class "B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	5	2	1	17	0
Other Districts	0	0	0	0	0

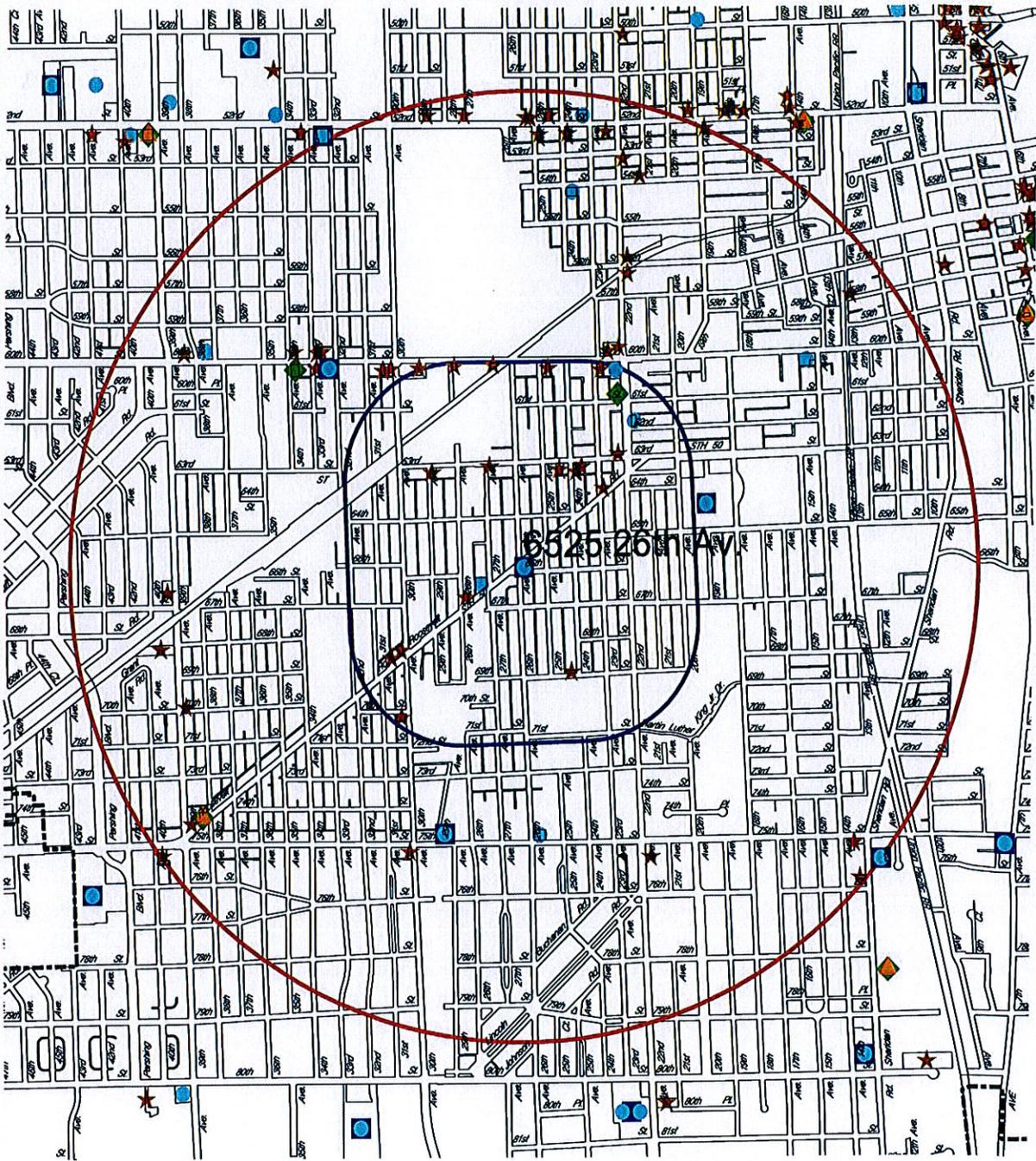
NORTH



0 1200'



"Class A" Retail Liquor Application
6525 26th Avenue



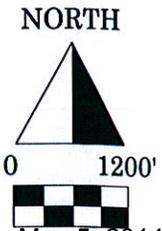
- Class "A"
- "Class A"
- ◆ Class "B"
- ★ Class "B" & "Class B"
- ▲ "Class C"

— 5,280 ft from Applicant

— 6 blocks from Applicant

5,280 ft Radius	Class				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	1	0
Business Districts	14	6	3	47	1
Other Districts	0	0	0	0	0

6 Block Radius	Class				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	5	2	1	17	0
Other Districts	0	0	0	0	0



ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning April 22 20 14 ;
ending June 30 20 14 ;

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

County of KENOSHA Aldermanic Dist. No. 1 (if required by ordinance)

Applicant's Wisconsin Seller's Permit Number: <u>Applied</u>	
Federal Employer Identification Number (FEIN):	
LICENSE REQUESTED	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ <u>25.00</u>
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input checked="" type="checkbox"/> Class B liquor	\$ <u>125.00</u>
<input type="checkbox"/> Reserve Class B liquor	\$
Publication fee	\$ <u>46.00</u>
TOTAL FEE	\$ <u>196.00</u>

1. The named INDIVIDUAL PARTNERSHIP LIMITED LIABILITY COMPANY
 CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): NATA-MISA LLC

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

Title	Name	Home Address	Post Office
President/Member			
Vice President/Member	<u>MILOSAV RAJIC</u>	<u>1702 YOUT ST,</u>	<u>Racine WI, 53404</u>
Secretary/Member			
Treasurer/Member			
Agent	<u>MILOSAV RAJIC</u>	<u>1702 YOUT ST, RACINE WI, 53404</u>	

3. Trade Name GRAND VIEW INN Business Phone Number 262-925-8712
4. Address of Premises 3322 SHERIDAN RD, KENOSHA Post Office & Zip Code 53140

5. Is individual, partner or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? Yes No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date 3/28/14 of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No

(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) basement, downstairs bar, upstairs bar

10. Legal description (omit if street address is given above):
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
(b) If yes, under what name was license issued? Brendell's Animal House, Inc.
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5830.5) before beginning business? [phone 1-800-937-8864] Yes No
13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (808) 266-2776] Yes No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, brewer's and brewpubs? Yes No

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 3 day of April, 20 14

Marcus J. Nelson
(Clerk/Notary Public)

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

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

My commission expires 4-11-17

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

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4/2/14</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

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

<input type="checkbox"/>	CLASS "A" BEER (GROCERY STORE, LIQUOR STORE, GAS STATION)
<input checked="" type="checkbox"/>	CLASS "B" BEER (RESTAURANT, BAR)

<input type="checkbox"/>	"CLASS A" LIQUOR (GROCERY STORE, LIQUOR STORE, GAS STATION)
<input checked="" type="checkbox"/>	"CLASS B" LIQUOR (RESTAURANT, BAR)

1. Applicant Name NATA-MISA LLC Business Name GRAND VIEW INN.

2. Property Information: Address 3322 Sheridan Rd Owner Bindelli's Animal House Inc

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

3. Square footage of building 4862 Assessed value of property \$365,000

4. Assessed value of personal property (furniture, fixtures, equipment to be used in the business) \$16,000

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

N/A
mn Number of Full Time Employees 1 Number of Part Time Employees 5

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

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

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

BEER \$3,000

LIQUOR \$2,000

FOOD \$6,000

OTHER /
(specify)

TOTAL GROSS MONTHLY REVENUE \$11,000

(OVER)

CITY OF KENOSHA STATEMENT OF ECONOMIC IMPACT PAGE TWO

Applicant Name: NADA-MISA LLC Business Name: GRAND VIEW INN

Property Information: Address: 3043 Sherman Rd. Owner: Sandwell's Animal House, Inc.

8. Explain how the issuance of this license will benefit the City: Family run business more jobs, bigger ^{larger} revenue for city of Kenosha, we will upscale environment around the business.

9. Explain why the business will have a substantial positive impact upon the surrounding properties: Positive impact of the business will be family easily run business and Kenosha will be take a pride to have us in the city.

10. Explain why the business have a significant, positive influence on the City economy: Bring more jobs to the city. Restaurant will be upscale (Italian, french and Serbian) home made food. We will serve also American food.

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

12. List other factors the Common Council should consider: We will learn (teach) the people to eat healthy food (home made food). We will demonstrate to the people how to eat healthier meal (food).

Applicant's Signature: Lilasan Rajic

City of Kenosha

Class "B" Beer / "Class B" Liquor Combination Application 3322 Sheridan Road



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

— 5,280 ft from Applicant

— 6 blocks from Applicant

5,280 ft Radius	Class "A"				
	Class "A"	"Class A"	Class "B"	Class "B"	"Class C"
Residential Districts	0	0	0	2	0
Business Districts	5	3	0	19	0
Other Districts	0	0	0	2	0

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

NORTH



--- Municipal Boundary

City of Kenosha

Class "B" Beer / "Class B" Liquor Combination Application 3322 Sheridan Road



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

Note: Residential Districts are not colored.

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

— 5,280 ft from Applicant

— 6 blocks from Applicant

5,280 ft Radius	Class				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	2	0
Business Districts	5	3	0	19	0
Other Districts	0	0	0	2	0

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

NORTH



--- Municipal Boundary

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning May 20 14 ending June 30 20 14

Applicant's Wisconsin Seller's Permit Number: 456-0000296846-03 Federal Employer Identification Number (FEIN): 29-1956603

Table with columns TYPE and FEE. Rows include Class A beer, Class B beer (checked, \$29), Class C wine, Class A liquor, Class B liquor (checked, \$83), Reserve Class B liquor, Publication fee (\$46), and TOTAL FEE (\$146).

TO THE GOVERNING BODY of the: [] Town of [] Village of [x] City of Kenosha County of Kenosha Aldermanic Dist. No. 16

1. The named [] INDIVIDUAL [] PARTNERSHIP [] LIMITED LIABILITY COMPANY [x] CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): T G ENTERPRISES INC

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

President/Member: GEORGE PILIOURAS, 5339 ROSSI LANE RACINE WI 53403
Vice President/Member: TOM FALLIS, 1106 SEMINARY AVE PARK RIDGE IL 60088
Secretary/Member: MARIA PILIOURAS, 5339 ROSSI LANE RACINE WI 53403
Treasurer/Member: TOM FALLIS, 1106 SEMINARY AVE PARK RIDGE IL 60088
Agent: MARIA PILIOURAS, 5339 ROSSI LANE RACINE WI 53403
Directors/Managers:

3. Trade Name: PHOENIX RESTAURANT Business Phone Number: 262-857-3635
4. Address of Premises: 12440 75th STREET Post Office & Zip Code: KENOSHA WI 53142

- 5. Is individual, partner or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? [] Yes [x] No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? [] Yes [x] No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? [] Yes [x] No
8. (a) Corporate/limited liability company applicants only: insert state WI and date 1999 of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? [] Yes [x] No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? [] Yes [x] No

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) SINGLE STORY STAND ALONE BLDG, LIQUOR STORED ON

10. Legal description (omit if street address is given above): SEPARATE ROOM WITHIN THE BLDG. BLDG IS USED FOR RESTAURANT

11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? [x] Yes [] No
(b) If yes, under what name was license issued? T G ENTERPRISES INC

- 12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5830.5) before beginning business? [x] Yes [] No
13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [x] Yes [] No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? [x] Yes [] No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another.

SUBSCRIBED AND SWORN TO BEFORE ME

this 15 day of April, 20 14
Michael Lahn (Clerk/Notary Public)
My commission expires 4-11-17

Signature of Applicant: T G Enterprises Inc
Signature of Officer/Partner: [Signature]
Signature of Additional Partner(s): [Signature]

TO BE COMPLETED BY CLERK

Table with 4 columns: Date received and filed with municipal clerk, Date reported to council/board, Date provisional license issued, Signature of Clerk/Deputy Clerk. Includes Date license granted (4/15) and License number issued.

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

<input type="checkbox"/>	CLASS "A" BEER (GROCERY STORE, LIQUOR STORE, GAS STATION)	<input type="checkbox"/>	"CLASS A" LIQUOR (GROCERY STORE, LIQUOR STORE, GAS STATION)
X	CLASS "B" BEER (RESTAURANT, BAR)	X	"CLASS B" LIQUOR (RESTAURANT, BAR)

Applicant Name T G ENTERPRISES INC
MARIA PLEIOURAS Business Name PHOENIX RESTAURANT

Property Information: Address 12440 75th ST Owner TG ENTERPRISES INC

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

Square footage of building 5400 Assessed value of property \$ 690,000

Assessed value of personal property (furniture, fixtures, equipment to be used in the business) \$ 45,122.00

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

Number of Full Time Employees 11 Number of Part Time Employees _____

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

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

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

BEER 4,000.00

LIQUOR 5,000.00

FOOD 38,000.00 - 42,000.00

OTHER (specify) 1,200.00 GAME COMM.

TOTAL GROSS MONTHLY REVENUE \$ 48,200.00 - 52,200.00

CITY OF KENOSHA STATEMENT OF ECONOMIC IMPACT PAGE TWO

Applicant Name MARIA PLEDOUMS Business Name PHOENIA RESTAURANT
Property Information: Address 12440 75th St Owner J.G. ENTERPRISES, INC

Explain how the issuance of this license will benefit the City: WILL HIRE MORE EMPLOYEES
AND INCREASE REVENUE AND BUSINESS.

Explain why the business will have a substantial positive impact upon the surrounding properties: ALREADY ESTABLISHED BUSINESS

Explain why the business have a significant, positive influence on the City economy: ESTABLISHED BUSINESS WITH REGULAR CUSTOMERS, AND
GAINING MORE CUSTOMERS EVERYDAY TO INCREASE REVENUE +
BUSINESS

Has the applicant contacted the alderperson of the district where this business is located? NEW ALDERMAN

List other factors the Common Council should consider:

LICENSE SURRENDER

STATE OF WISCONSIN
KENOSHA COUNTY } SS

T G ENTERPRISES INC

(Individual/Partners/Corporation Name)

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

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

Affiant will surrender said license #(s) 140014 140007 to the City Clerk.

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

TG Enterprises, Inc.

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

Affiant will surrender said license(s) # 140014/140007, to the City Clerk

prior to the time a license is issued to TG Enterprises, Inc.

and provide further that a license is granted to TG Enterprises, Inc. the person herein designated.

[Signature]
Individual/Partner/President of Corporation

Partner/Corporate Officer

Subscribed and sworn to before me this 15 day of April, 2014.

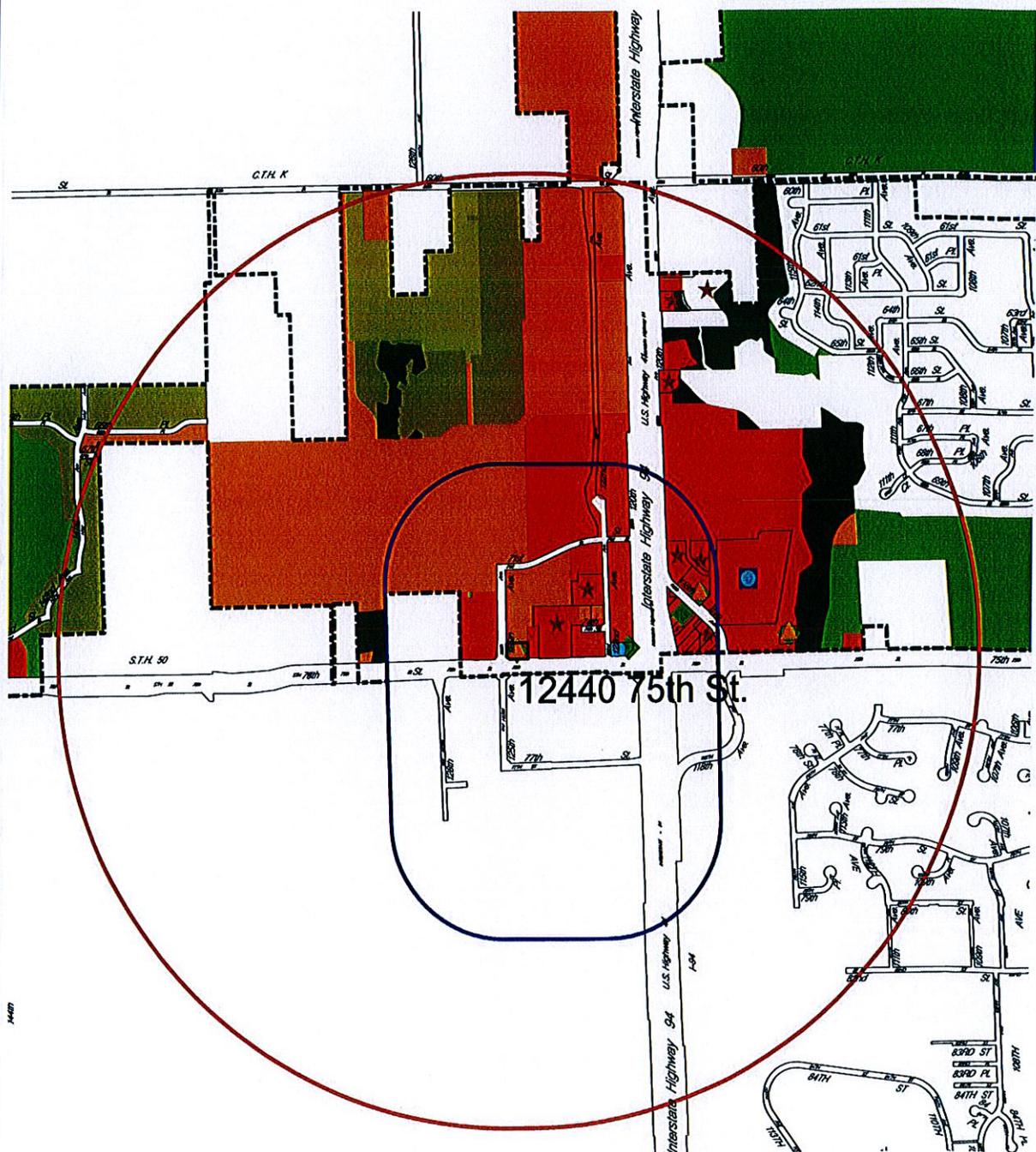
[Signature]
Notary Public

Kenosha County, Wisconsin
My Commission Expires: 4-11-17

City of Kenosha

C7

Class "B" Beer / "Class B" Liquor Combination Application 12440 75th Street



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

Note: Residential Districts are not colored.
 Note: Business Districts are colored as follows: B-1 B-2 B-3 B-4

— 5,280 ft from Applicant

— 6 blocks from Applicant

5,280 ft Radius	Zoning Districts				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	2	1	5	8	3
Other Districts	0	0	0	0	0

6 Block Radius	Zoning Districts				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	2	1	4	5	2
Other Districts	0	0	0	0	0

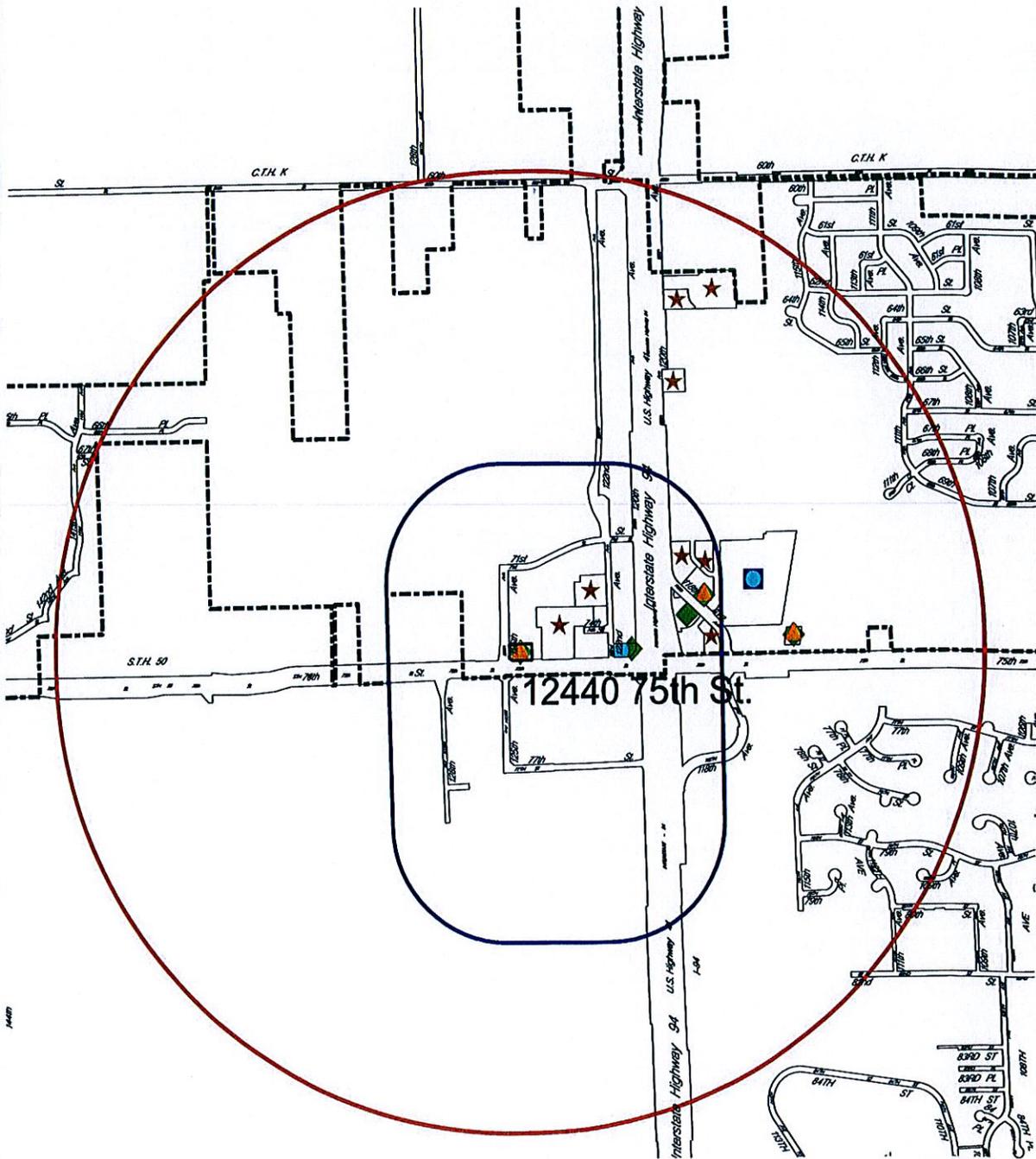
NORTH



City of Kenosha

C7

Class "B" Beer / "Class B" Liquor Combination Application 12440 75th Street



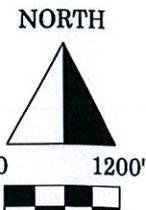
- Class "A"
- "Class A"
- ◆ Class "B"
- ★ Class "B" & "Class B"
- ▲ "Class C"

— 5,280 ft from Applicant

— 6 blocks from Applicant

5,280 ft Radius	Class				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	2	1	5	8	3
Other Districts	0	0	0	0	0

6 Block Radius	Class				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	2	1	4	5	2
Other Districts	0	0	0	0	0



ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning July 1st 20 2014 ;
ending June 30 20 2015 ;

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

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

Applicant's Wisconsin Seller's Permit Number:	
Federal Employer Identification Number (FEIN):	
LICENSE REQUESTED	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ 100 -
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input checked="" type="checkbox"/> Class B liquor	\$ 500 -
<input type="checkbox"/> Reserve Class B liquor	\$
Publication fee	\$ 46 -
TOTAL FEE	\$ <u>646 -</u>

1. The named INDIVIDUAL PARTNERSHIP LIMITED LIABILITY COMPANY
 CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): Supplemental: COLOMBO'S MANAGEMENT INC.

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>Scott Cardinali</u>	<u>3017 89th St</u>	<u>53142</u>
Vice President/Member			
Secretary/Member			
Treasurer/Member			
Agent	<u>Scott Cardinali</u>	<u>3017 89th St</u>	<u>53142</u>
Directors/Managers			<u>262 515 2559</u>

3. Trade Name The Bull's Eye Business Phone Number _____
4. Address of Premises 2717 60th St Post Office & Zip Code 53140

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? Yes No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date 4-2014 of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? See Att. page Yes No

(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) First Floor & Basement 2717 60th St.
10. Legal description (omit if street address is given above): _____
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
(b) If yes, under what name was license issued? MC Fibbers Corp. DBA Screaming Mimis
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] Yes No
13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (808) 286-2776] Yes No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 17 day of April, 20 14

Nicholas J. Nelson
(Clerk/Notary Public)

My commission expires 4-11-17

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

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

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

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4/17</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted <u>4/17</u>	Date license issued	License number issued	

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

<input type="checkbox"/>	CLASS "A" BEER (GROCERY STORE, LIQUOR STORE, GAS STATION)	<input type="checkbox"/>	"CLASS A" LIQUOR (GROCERY STORE, LIQUOR STORE, GAS STATION)
<input checked="" type="checkbox"/>	CLASS "B" BEER (RESTAURANT, BAR)	<input checked="" type="checkbox"/>	"CLASS B" LIQUOR (RESTAURANT, BAR)

1. Applicant Name COCOMO'S MANAGEMENT Business Name The Bull's Eye

2. Property Information: Address 2717 60th ST. Owner neto christiano

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

3. Square footage of building 4,000 Assessed value of property \$ 273,400.00

4. Assessed value of personal property (furniture, fixtures, equipment to be used in the business) \$ 5000.00

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

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

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

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

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

BEER \$ 4600.00

LIQUOR \$ 4200.00

FOOD \$ 3000.00

OTHER (specify) \$ 500.00 (pool Tables, Dart Boards)

TOTAL GROSS MONTHLY REVENUE 9600.00

(OVER)

CITY OF KENOSHA STATEMENT OF ECONOMIC IMPACT - PAGE TWO

Applicant Name: COCK MOBILE MANAGEMENT, INC. Business Name: The Bull's Eye

Property Information: Address: 2377 Locust St Owner: Nello Cristofano

8. Explain how the issuance of this license will benefit the City: IT will give growth to an area where has seen bussiness go MOVE

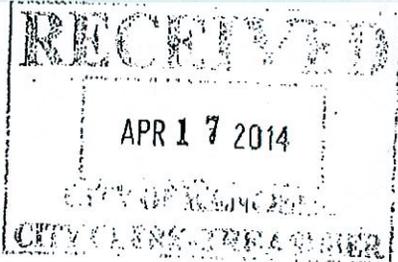
9. Explain why the business will have a substantial positive impact upon the surrounding properties: The building will be maintained interior and exterior

10. Explain why the business have a significant, positive influence on the City economy: IT will create jobs and give people a nice friendly place to go.

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

12. List other factors the Common Council should consider: I have owned and operated NORMS SO SEBOM INN for 12 years, I also owned BUOY'S BAR in downtown kenosha for 5 years prior to NORMS.

Applicant's Signature [Signature]



LICENSE SURRENDER

STATE OF WISCONSIN }
KENOSHA COUNTY } SS

Mr. Siders Pub Inc
(Individual/Partners/Corporation Name)

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

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

Affiant will surrender said license #(s) 140065 to the City Clerk.

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

COCOMOES MANAGEMENT INC

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

Affiant will surrender said license(s) # 140065, to the City Clerk

prior to the time a license is issued to COCOMOES MANAGEMENT INC

and provide further that a license is granted to COCOMOES MANAGEMENT INC the person herein designated.

X. Mary Ruelo
Individual/Partner/President of Corporation

Partner/Corporate Officer

Subscribed and sworn to before me this 14 day of April, 2014

Laurette Haines
Notary Public

Kenosha County, Wisconsin
My Commission Expires: 10-30-2016



APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
4/11/2014	Scott Cardinali		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
	3017-89th Street	Coco Moe's	2717-60th St

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
5/21/2011	LIQUOR, MINOR LOITER IN TAVERN	GUILTY	Y	15

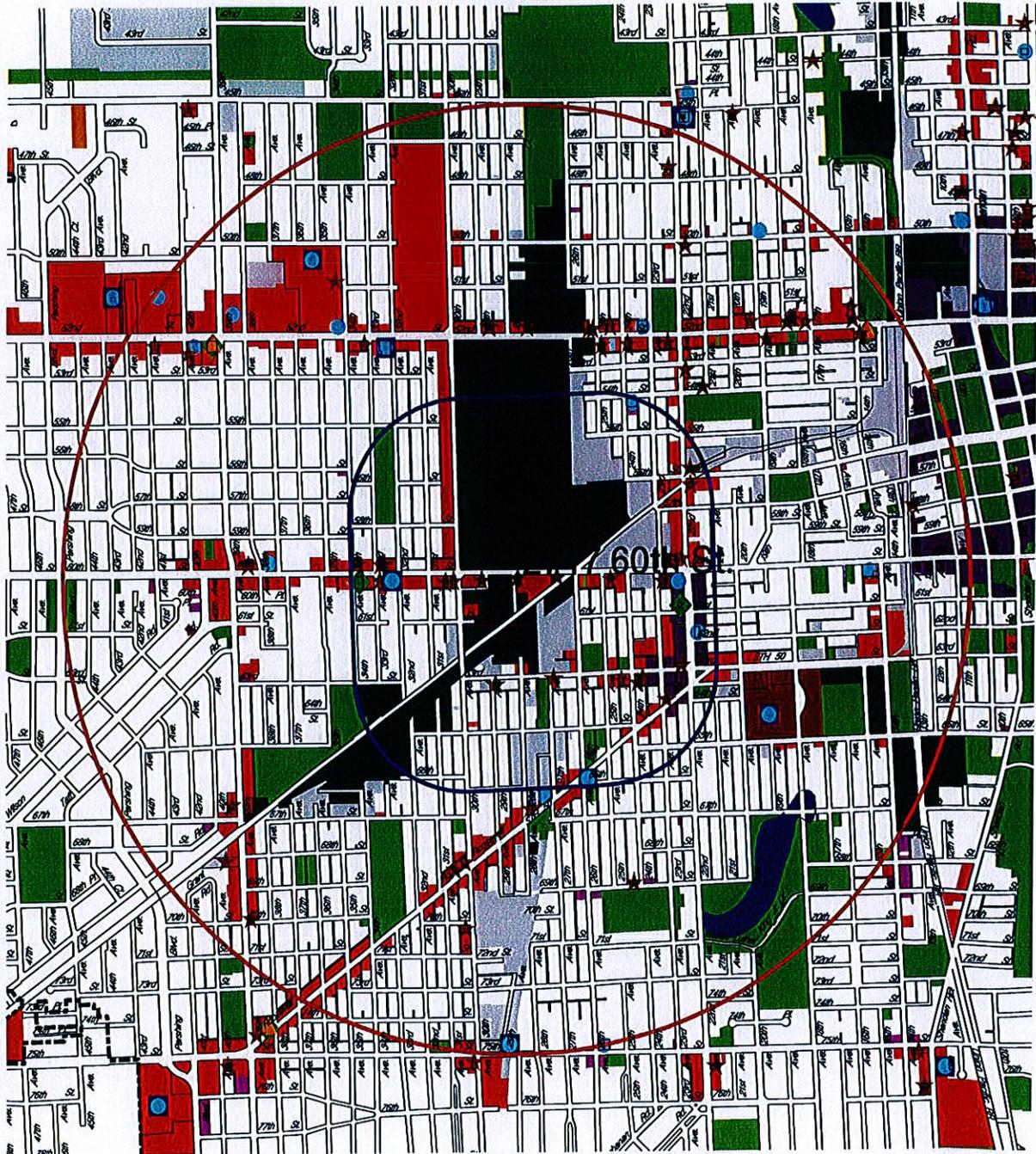
CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	15	
Were all offenses listed on the application?		
TOTAL DEMERIT POINTS	15	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> GRANT , Subject to <input type="text" value="15"/> Demerit Points
<input type="checkbox"/> DENY , based on material police record (substantially related to the license activity)
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application

City of Kenosha

Class "B" Beer/"Class B" Liquor Combination Application 2717 60th Street



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

Note: Residential Districts are not colored.

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

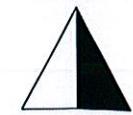
— 5,280 ft from Applicant

— 6 blocks from Applicant

5,280 ft Radius	Class				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	2	0
Business Districts	19	6	4	54	2
Other Districts	0	0	0	0	0

6 Block Radius	Class				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	5	2	2	22	0
Other Districts	0	0	0	0	0

NORTH

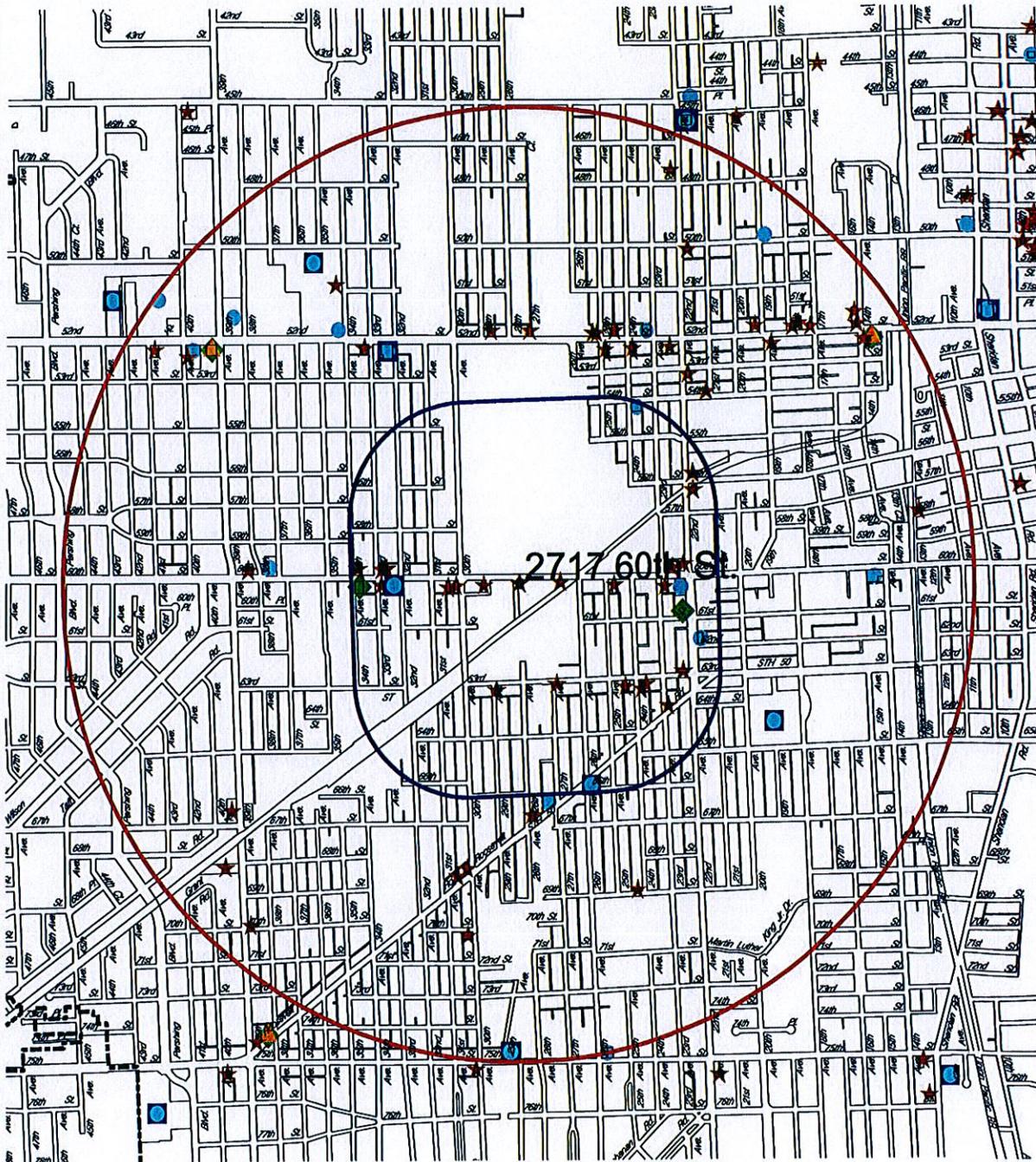


0 1200'



----- Municipal Boundary

Class "B" Beer/"Class B" Liquor Combination Application
2717 60th Street



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

— 5,280 ft from Applicant

— 6 blocks from Applicant

5,280 ft Radius	Class "A"				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	2	0
Business Districts	19	6	4	54	2
Other Districts	0	0	0	0	0

6 Block Radius	Class "A"				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	5	2	2	22	0
Other Districts	0	0	0	0	0

NORTH



----- Municipal Boundary

HLV
C9

E-MAILED APR 17 2014

ORIGINAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning July 1st 20 14 ;
ending June 30 20 2015

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

County of KENOSHA Aldermanic Dist. No. 2 (if required by ordinance)

Applicant's Wisconsin Seller's Permit Number:	
Federal Employer Identification Number (FEIN): <u>46-4973348</u>	
LICENSE REQUESTED	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ <u>100</u>
<input type="checkbox"/> Wholesale beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input checked="" type="checkbox"/> Class B liquor	\$ <u>500</u>
<input type="checkbox"/> Reserve Class B liquor	\$
Publication fee	\$ <u>46.00</u>
TOTAL FEE	\$ <u>646.00</u>

1. The named INDIVIDUAL PARTNERSHIP LIMITED LIABILITY COMPANY
 CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): Mike's Kenosha Downtown Tavern LLC

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>Michael Cholak/Member</u>	<u>200-68²</u>	<u>Kenosha, WI 53140</u>
Vice President/Member	<u>David Schulte</u>	<u>8834-42nd Ave</u>	<u>Kenosha, WI 53142</u>
Secretary/Member	<u>Michael Schulte</u>	<u>12135-32nd Ave</u>	<u>Pleasant Prairie, WI 53158</u>
Treasurer/Member	<u>Jason William</u>	<u>10797-48th Ave</u>	<u>Pleasant Prairie, WI 53158</u>
Agent	<u>Michael Cholak</u>	<u>200-68²</u>	<u>Kenosha, WI 53140</u>

3. Trade Name Mike's C+D Business Phone Number 262-620-0317

4. Address of Promises 707 56th Post Office & Zip Code Kenosha, WI 53140

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date 2014 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No
- (NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Entire First Floor + Second, Pleasant.

0. Legal description (omit if street address is given above):
1. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
- (b) If yes, under what name was license issued? PAZZO'S RD BDRP inc.
2. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] Yes No
3. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (608) 266-2776] Yes No
4. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? Yes No

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

SUBSCRIBED AND SWORN TO BEFORE ME
this 15 day of Apr., 20 14
[Signature]
ROBERT W. BIERONI Notary Public
Kenosha County, Wisconsin
My Commission Expires 07/26/2016

[Signature]

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

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

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

TO BE COMPLETED BY CLERK			
Date received and filed with municipal clerk	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
<u>4/15/14</u>	<u>[Signature]</u>		
Date license granted	Date license issued	License number issued	

Applicants also operate Mike's Pub, Captain Mike's Pub and
Uncle Mike's Highway Pub.

C9

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

<input checked="" type="checkbox"/>	CLASS "A" BEER (GROCERY STORE, LIQUOR STORE, GAS STATION)	<input type="checkbox"/>	"CLASS A" LIQUOR (GROCERY STORE, LIQUOR STORE, GAS STATION)
<input checked="" type="checkbox"/>	CLASS "B" BEER (RESTAURANT, BAR)	<input checked="" type="checkbox"/>	"CLASS B" LIQUOR (RESTAURANT, BAR)

1. Applicant Name Mikes Kenosha Downtown Tavern LLC. Business Name Mikes CeD

2. Property Information: Address 707 56th Owner MJR LLC.

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

3. Square footage of building 5293 for Bar Assessed value of property 474 thousand as of 2013

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

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

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

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

BEER 30,000

LIQUOR 18,000

FOOD 50,000

OTHER (specify) _____

TOTAL GROSS MONTHLY REVENUE \$98,000

(OVER)

CITY OF KENOSHA STATEMENT OF ECONOMIC IMPACT - PAGE TWO

Applicant Name Mikes Kenosha Downtown Tavern LLC. Mike's CTP Business Name _____

Property Information: Address 707 56ST Owner Lakeview Development Group LLC.

Explain how the issuance of this license will benefit the City: We expect to create over 20 Full and part time jobs in the downtown area.

Explain why the business will have a substantial positive impact upon the surrounding properties: See #7 above. This building will also be remodelled making the entire area look better.

Explain why the business have a significant, positive influence on the City economy: See #7 above

1. Has the applicant contacted the alderperson of the district where this business is located? NO

List other factors the Common Council should consider: We currently run 3 other successful restaurants/bars in the community.

Applicant's Signature  Date 4/14/14

LICENSE SURRENDER

STATE OF WISCONSIN

KENOSHA COUNTY } SS

BBRD, Inc

(Individual/Partners/Corporation Name)

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

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

Affiant will surrender said license #(s) 140074 to the City Clerk.

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

Mike's Kenosha Downtown Tavern, LLC

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

Affiant will surrender said license(s) # 140074, to the City Clerk

prior to the time a license is issued to Kenosha Downtown Tavern, LLC

and provide further that a license is granted to Kenosha Downtown Tavern, LLC the person herein designated.

[Signature]

Individual/Partner/President of Corporation

[Signature]

Partner/Corporate Officer

Subscribed and sworn to before me this 16 day of April, 2011

Michael Nelson

Notary Public

Kenosha County, Wisconsin

My Commission Expires: 4-11-17

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
4/17/2014	David Schulte		Valid
License Number	Address of Applicant	Business (Where license is to be used)	Business Address
	8834-42nd Ave	Mike's Kenosha Downtown Tavern	707-56th Street

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
9/30/2012	LIQUOR, MINOR LOITER IN TAVERN	FOUND NOT GUILTY		N/A
9/7/2013	LICENSE VIOLATION	DISMISSED		N/A
2/21/2014	LIQUOR, MINOR LOITER IN TAVERN	DISPO PENDING	} Different } Licensed Location	N/A
2/21/2014	LIQUOR, SELL TO MINOR	DISPO PENDING		N/A

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

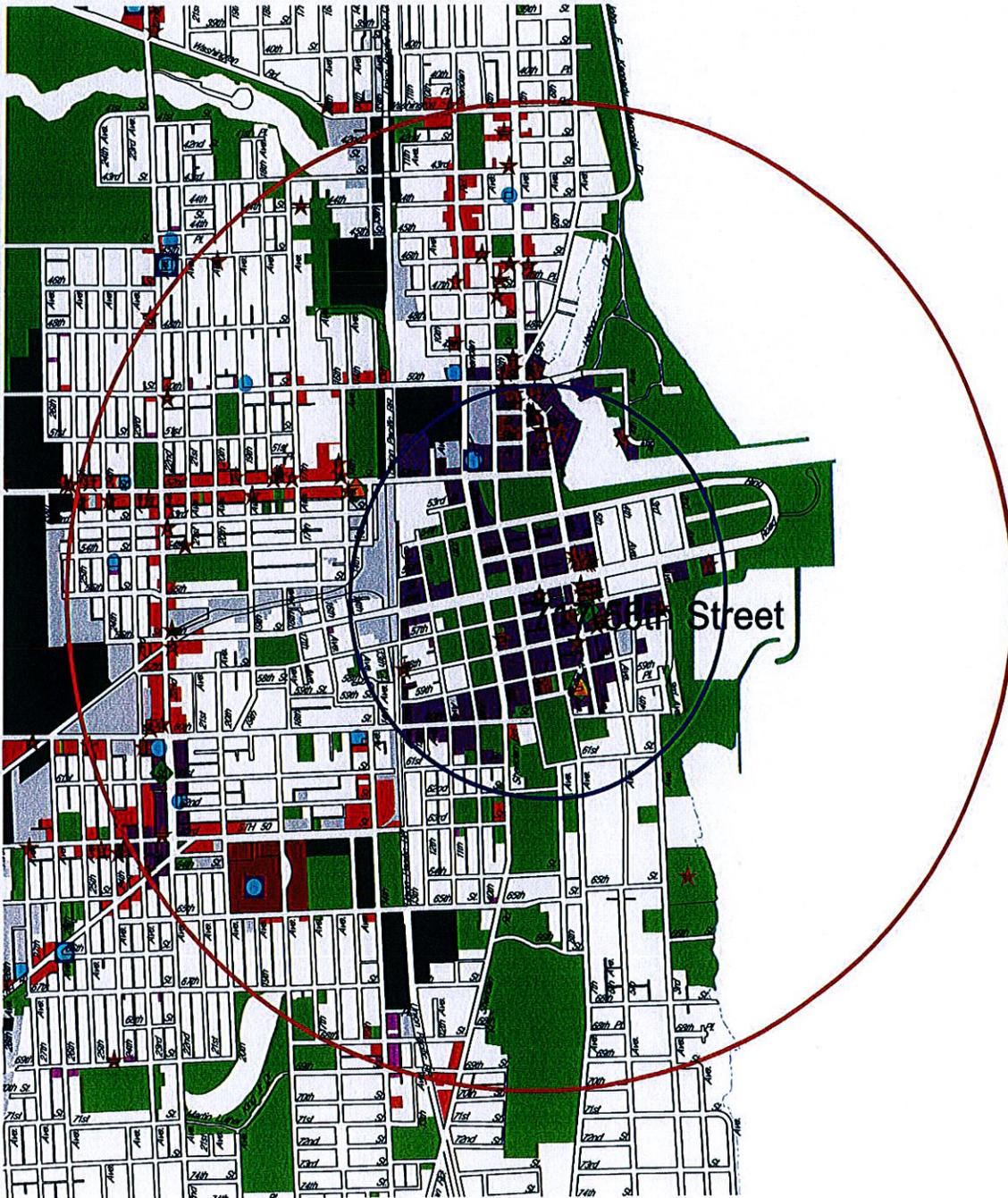
CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION	
<input checked="" type="checkbox"/>	GRANT, Subject to <input type="checkbox"/> Demerit Points
<input type="checkbox"/>	DENY, based on material police record (substantially related to the license activity)
<input type="checkbox"/>	DEFER or GRANT subject to Non-Renewal Revocation due to False Application

City of Kenosha

Class "B" Beer/"Class B" Liquor Combination Application 717 56th Street

C9



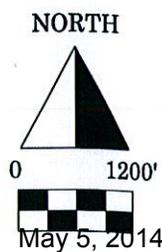
- Class "A"
- "Class A"
- ◆ Class "B"
- ★ Class "B" & "Class B"
- ▲ "Class C"

Note: Residential Districts are not colored.
 Note: Business Districts are colored as follows: B-1 B-2 B-3

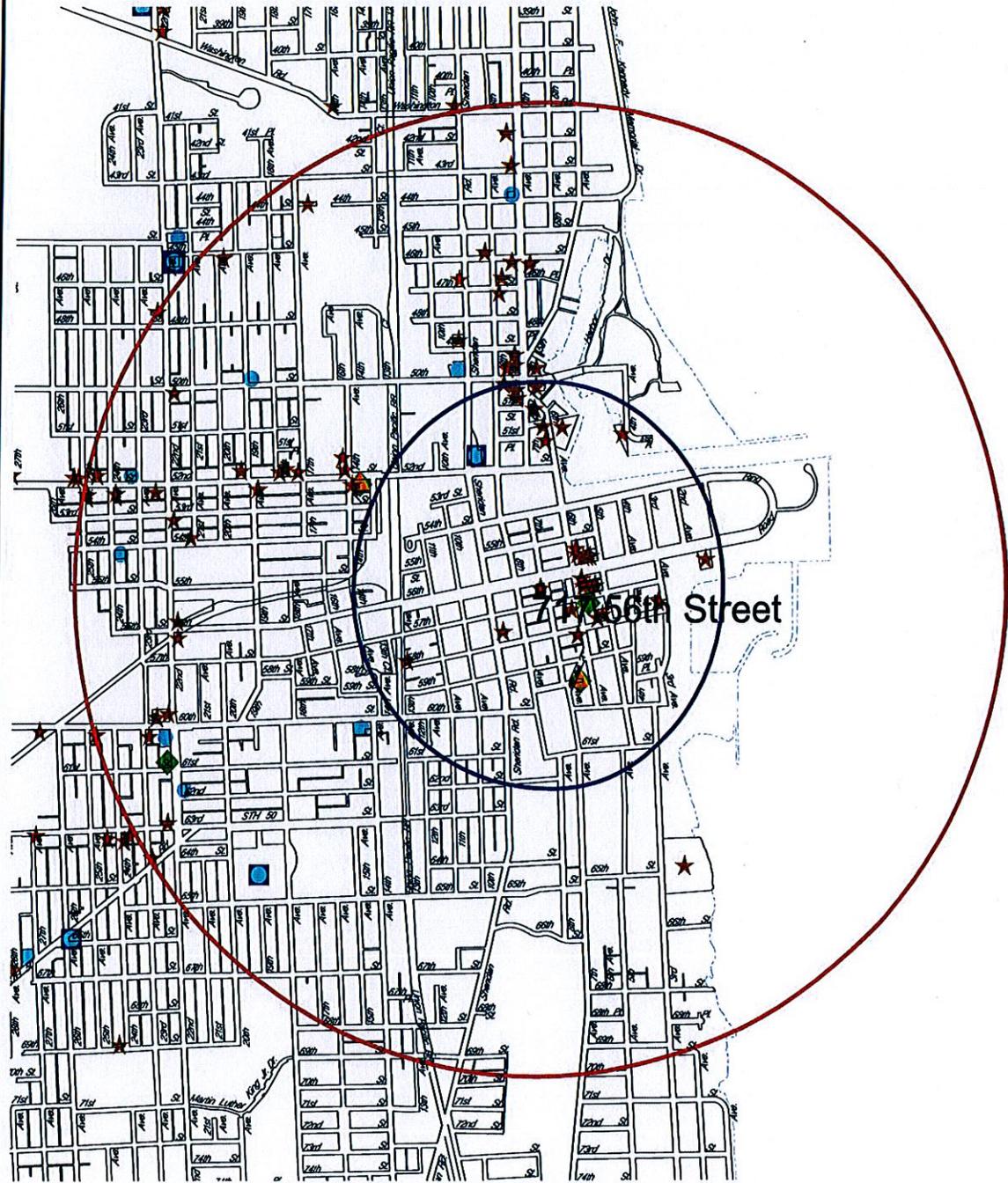
— 5,280 ft from Applicant — 6 blocks from Applicant

5,280 ft Radius	Class "A"				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	Class "C"
Residential Districts	0	0	0	4	0
Business Districts	10	2	4	62	2
Other Districts	0	0	0	1	0

6 Block Radius	Class "A"				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	Class "C"
Residential Districts	0	0	0	0	0
Business Districts	1	1	2	27	1
Other Districts	0	0	0	0	0



Class "B" Beer/"Class B" Liquor Combination Application
717 56th Street



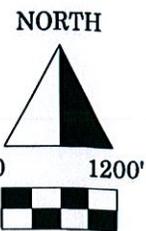
- Class "A"
- "Class A"
- ◆ Class "B"
- ★ Class "B" & "Class B"
- ▲ "Class C"

— 5,280 ft from Applicant

— 6 blocks from Applicant

5,280 ft Radius	Class				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	4	0
Business Districts	10	2	4	62	2
Other Districts	0	0	0	1	0

6 Block Radius	Class				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	1	1	2	27	1
Other Districts	0	0	0	0	0



----- Municipal Boundary



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

FILED 4/17
INITIALS mn
ADVERSE/NO ADV
LP 4/28
CC _____

C10

Type: 210 Fee: \$150.00

1. Licensee: Mike's Kenosha Downtown Tavern LLC. District # 3

Note: must be same name as beer/liquor license

2. Trade Name & Address: Mikes ctp 707 - 56th st

3. Contact Person: Mike cholak Phone: 262-620-0317 Email: mike.cholak@yahoo.com
(correspondence will be via email if address is given)

4. Type of activity planned for the outdoor area: Seating, Food Service, Drinks

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

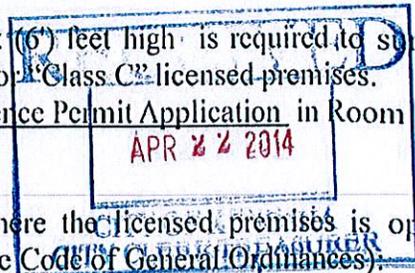
6. A fence not less than four (4') feet high and no greater than six (6) feet high is required to surround the outdoor area within the description of the Class "B", "Class B" and/or "Class C" licensed premises.

a. If a fence will surround the outdoor area, complete the Fence Permit Application in Room 100 (CDI) and attach a copy to this application.

-OR-

b. The Common Council may waive the fence requirement where the licensed premises is operated as a RESTAURANT within the meaning of Section 5.3046 A.10 (of the Code of General Ordinances).

Complete "Waiver A" Fence Waiver. attached Roof top



7. The closing hours for an outdoor extension are 10:00 P.M. TO 8:00 A.M. You may request to change these hours to 12:00 midnight to 8:00 am. application attached

To be completed by The Community Development & Inspections Department:

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

The outdoor area sought is ±1,125 ft from any single-family dwelling*

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

* N/A if two-family, multi-family, B-1, B-2, B-3, B-4 districts, or dwellings within twenty-five (25') feet of said boundary if occupied by the applicant and/or his/her immediate family and no others.

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

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

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

CDI Staff Member: [Signature] Date: 21 April '14

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

1125

~~10~~ C10

"WAIVER A"

**FENCE WAIVER:
for RESTAURANTS only**

**OUTDOOR EXTENSION
CITY ORDINANCE §10.075**

Mike's Kenosha Downtown Tavern LLC.
Licensee Name

Mike's Cap
Trade Name

707 56st Kenosha, WI 53140
Trade Address

Applicant has applied for an extension of their Retail Class "B" Fermented Malt Beverage, "Class B" Liquor, and/or "Class C" Wine Licenses in accordance with §10.075 of the Code of General Ordinances and requests a waiver of the fencing requirement contained in Section D (3) thereof. In making this request, applicant, under oath, does state the establishment is a "Restaurant" meaning any building, room or place where meals are prepared or served or sold to transients or the general public, and all places used in connection with it and includes any public or private school lunchroom for which food service is provided by contract. "Meals" does not include soft drinks, ice cream, milk, milk drinks, ices and confections. "Restaurant" does not include: (a) Taverns that serve free lunches consisting of popcorn, cheese, crackers, pretzels, cold sausage, cured fish or bread and butter.


(Individual/Partner/Member) 
Date


(Partner/Member) 
Date



**OUTDOOR EXTENSION
CITY ORDINANCE §10.075**

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

FILED	<u>4/17</u>
INITIALS	<u>mo</u>
ADVERSE/NO ADV	
LP	
CC	

Licensee Name: Mike's Kenosha downtown Tavern LLC.

Trade Name: Mike's C&P

Trade Address: 702 56th Kenosha District # _____

Contact Person: Mike Cholak Phone: 680-0317 Email: Mikecholak@Yahoo.com
(correspondence will be via email if address is given)

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

In making this application, I understand that amplified music or sound shall not be allowed unless the Outdoor Area's boundaries are greater than seven hundred fifty feet (750) of any residentially zoned property. When a waiver is granted pursuant to Section 10.75 E.2., of the Code of General Ordinances, amplified music or sound shall not be allowed after 10:00pm.

David Kelly
(Individual/Partner/Member) 4-17-14
Date

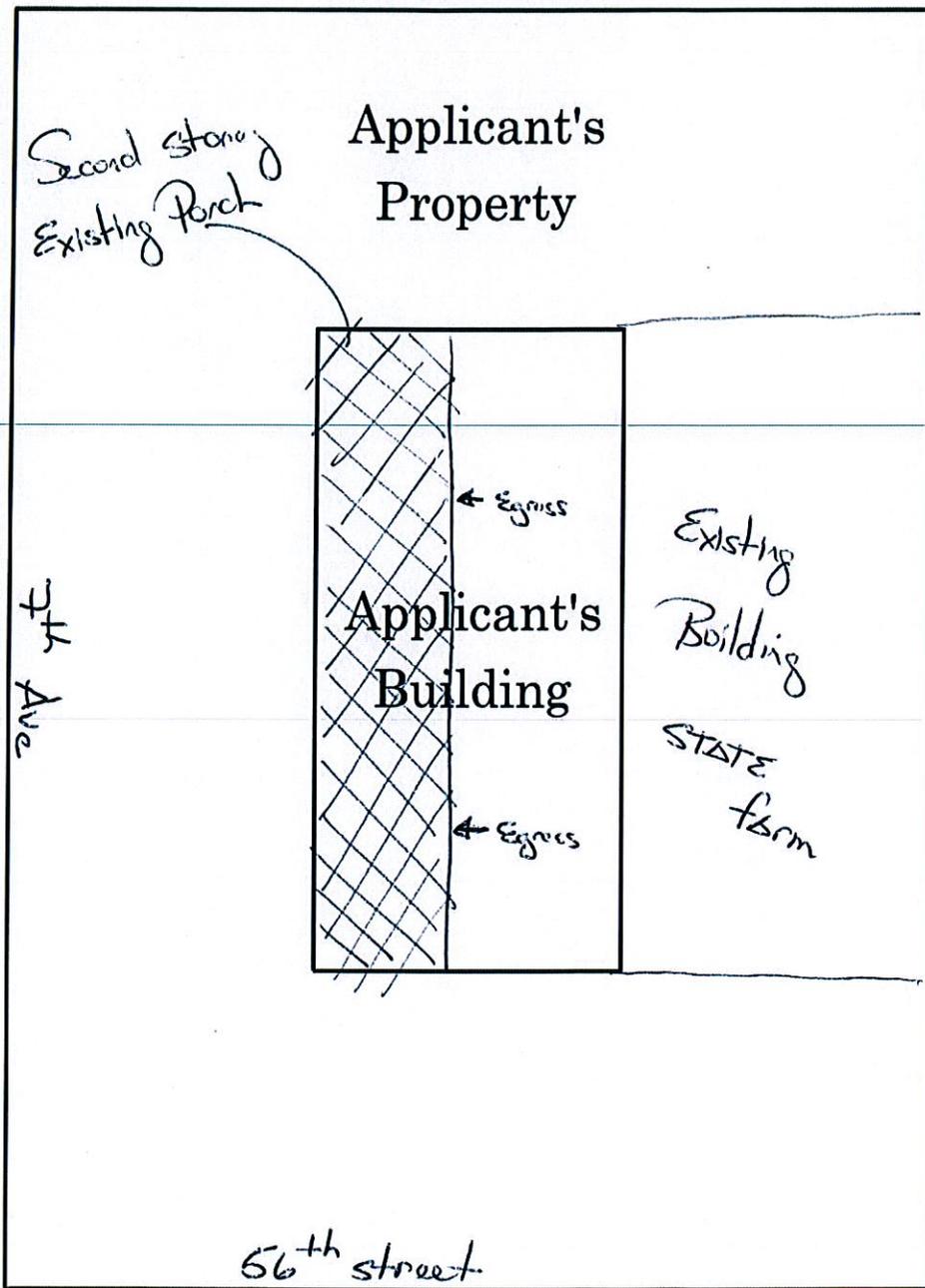
(Partner/Member) Date

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

AD
(Applicant's Initials)

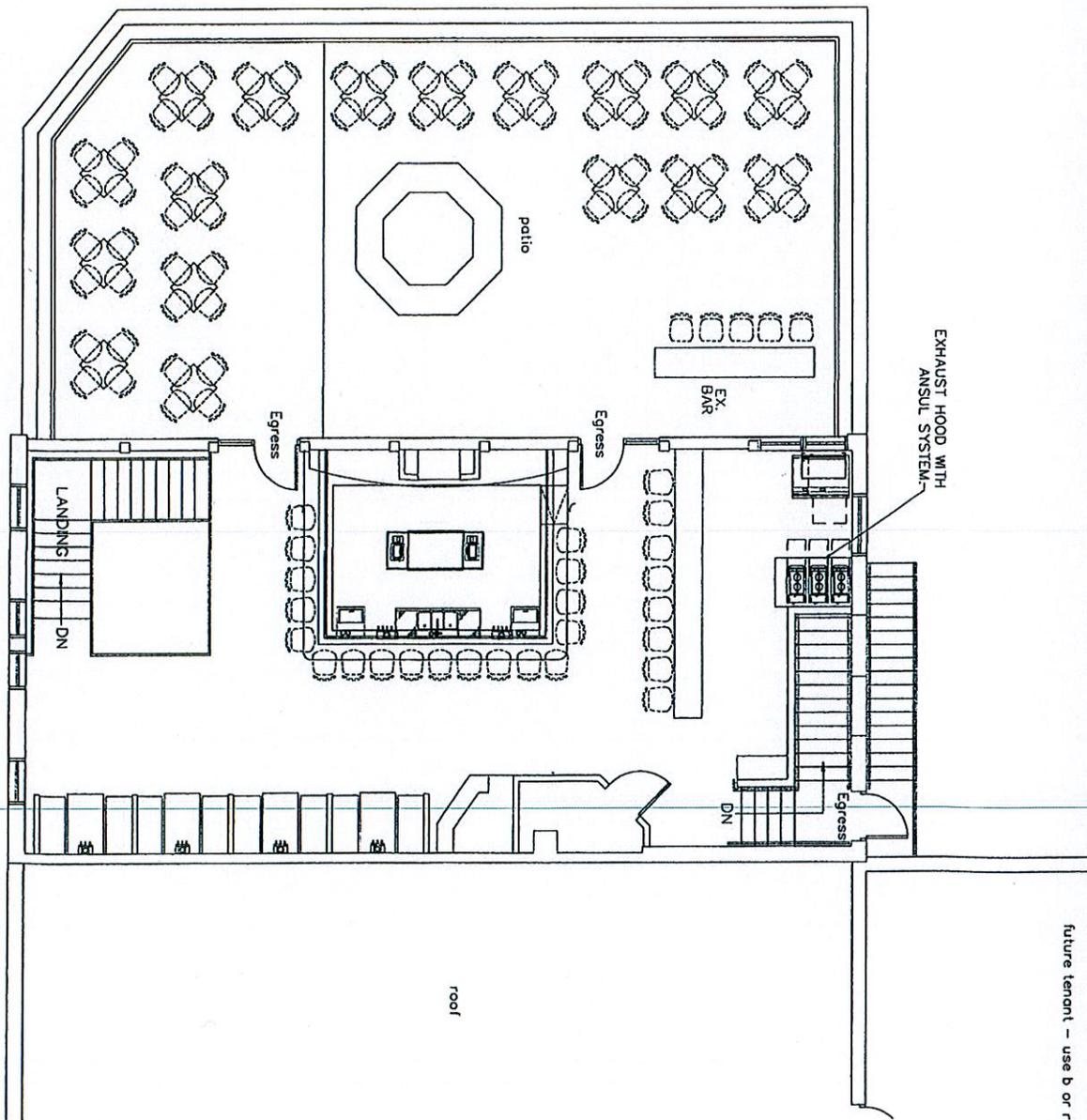
City of Kenosha
Site Plan for
Outdoor Extension

Public Street



Public Street / Public Alley / Private Property
(Circle One)

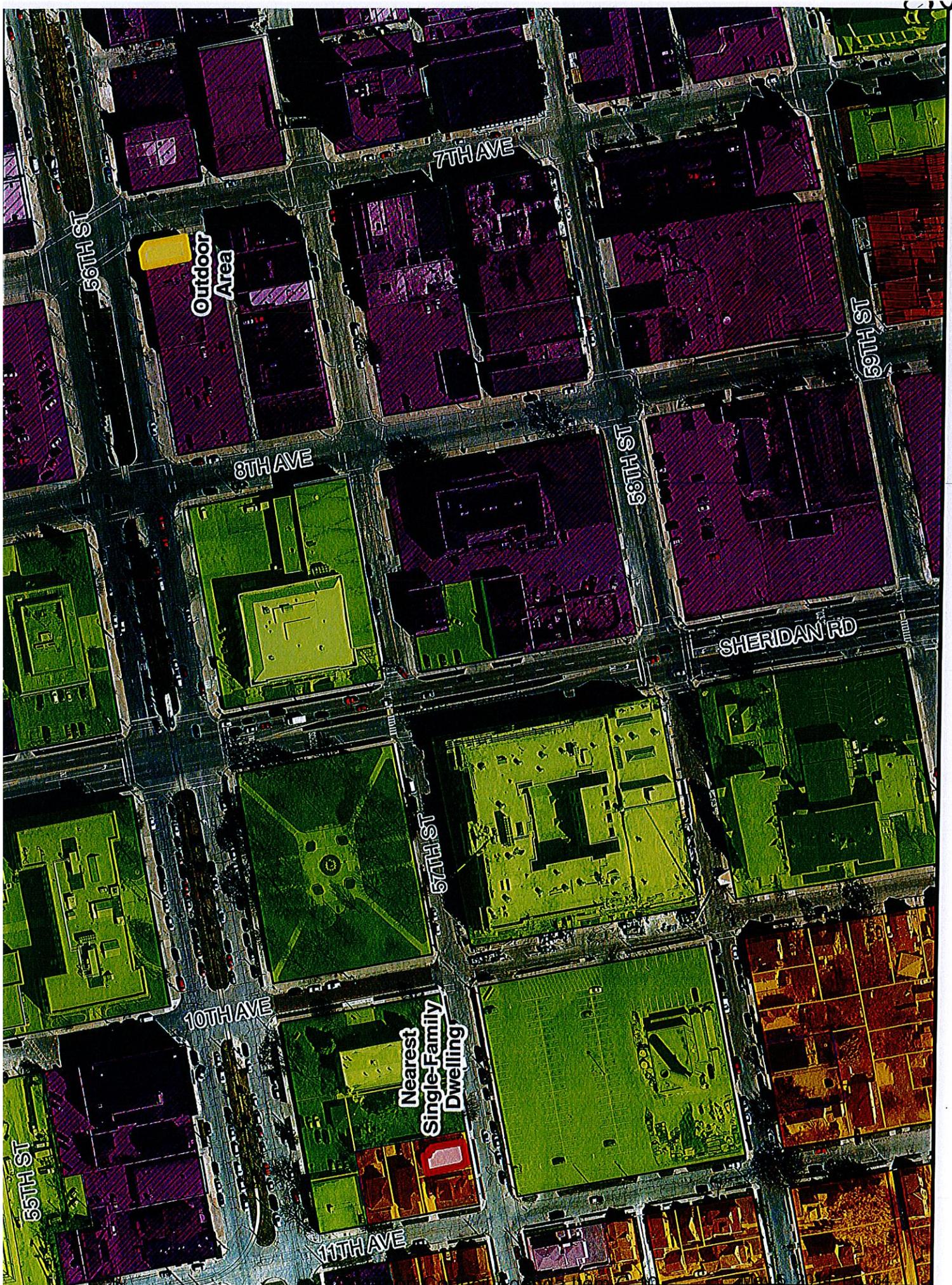
Draw the location of all fences, tents, entrances/exits, security measures, bars, and music stages.
Also provide measurements where appropriate.



TGAR GROUP, Inc.
 ARCHITECTURE • INTERIOR DESIGN • CONSTRUCTION
 1000 N. Lincoln St. • Kenosha, WI 53140
 Tel: (909) 894-3333
 Fax: (909) 894-3333

CHRYSTAL WALKERS
 REMODEL
 707-56th ST.
 Kenosha, WI
patio outdoor

OWNER: A.C.G.	DATE: 11/14/13
DESIGNER: A.C.G.	DATE: 11/14/13
PROJECT NO: 21214	SCALE: A1.0
DESIGNS NOTED	



Outdoor Area

Nearest Single-Family Dwelling





Cila ✓

Type 210

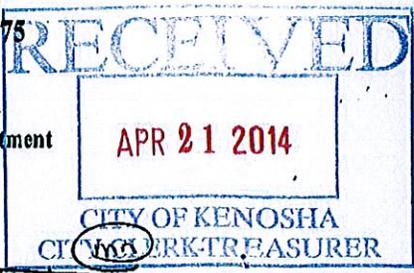
Fee: \$150.00

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

District # 14

Complete Sections 1 -8, sign on page 2.

Clerk: Submit to The Community Development & Inspections Department
(Room 100) for Preliminary Review



- Name of Applicant: TK Kenosha LLC / Mattia Pascoli
- Address of beer/liquor licensed premises for which an outdoor extension is being applied for: 700 7th Place
- Business Name: Tilted Kilt
- Home Phone: 262 945 2659 Business Phone: 262 945 3320 E-mail: mpascoli@yakab.com
- What type of activity is planned for the outdoor area? Eating
- A detailed map describing the outdoor area is required. Check here if map is attached.
- Will a fence not less than four (4') feet high and no greater than six (6') feet high surround the outdoor area sought to be within the description of the Class "B", "Class B" and/or "Class C" licensed premises? Yes No NOTE: The Common Council may waive this requirement. Submit #9a Fence Waiver listed below "Waiver Criteria"
 a. If a fence will surround the outdoor area sought to be within the licensed premises, complete the enclosed "Outdoor Extension Fence Permit Application", Check here if application is attached NO Waiver 9A ✓
- a. THE CLOSING HOURS FOR AN OUTDOOR EXTENSION ARE 10:00 P.M. TO 8:00 A.M. You may request to change these hours to 12:00 midnight to 8:00 a.m. Check here if a request to change the closing hours to this application is attached.
 b. Music shall be permitted from 10:00 A.M. TO 9:00 P.M. (cabaret license required) Where the outdoor area does not have boundaries within three hundred feet (300') of any residentially zoned property from 10:00 A.M. To 10:00 P.M. (cabaret license required)

For Office Use Only: To be completed by The Community Development & Inspections Department staff:

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

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

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

Distance from nearest single-family dwelling: 765' Preliminary approval granted Yes No

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

By: [Signature] Planning Technician / Zoning Coordinator Inspection Date: 21 April '14

APR 16 2014

Application for Outdoor Extension of Retail Class "B" Liquor, "Class C" Wine and/or Class "B" Beer License(s) City Ordinance 10.075 Fee: \$150.00 (Type 210) Page Two

9. Waiver Criteria:

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

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

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

Waiver attached Yes No

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

(President/Partner/Individual)

(Corporate Officer/Partner)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 16 DAY OF April 2014
[Signature]
Notary Public, My commission expires 9-18-16

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

Date Received 4/16 Council Date _____ Waiver Approved? _____
#Demerit Points _____*

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

WAIVER #9A

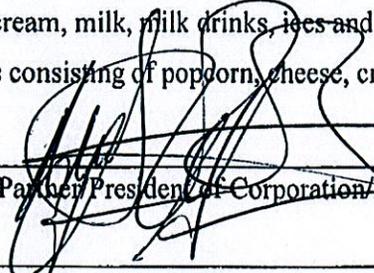
FENCE WAIVER REQUEST/RESTAURANT
OUTDOOR EXTENSION
CITY ORDINANCE §10.075

TR KENDOSHIA LLC / MICHAEL ROSCIOLI
Licensee Name

TILED KILT
Trade Name

7000 74th Place
Trade Address

Applicant has applied for an extension of their Retail "Class B" Liquor and/or Class "B" Fermented Malt Beverage Licenses in accordance with §10.075 of the Code of General Ordinances and requests a waiver of the fencing requirement contained in Section D (3) thereof. In making this request, applicant, under oath, does state the establishment is a "Restaurant" meaning any building, room or place where meals are prepared or served or sold to transients or the general public, and all places used in connection with it and includes any public or private school lunchroom for which food service is provided by contract. "Meals" does not include soft drinks, ice cream, milk, milk drinks, ices and confections. "Restaurant" does not include: (a) Taverns that serve free lunches consisting of popcorn, cheese, crackers, pretzels, cold sausage, cured fish or bread and butter.



(Individual/Partner/President of Corporation/Member of LLC)

(Partner/Secretary of Corporation/Member of LLC)

Subscribed to and Sworn to Before me
this 14 Day of April, 2014

Marilyn Wilkerson
Notary

My commission expires 9-18-16



Outdoor Areas

Nearest Single-Family Dwelling



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

Type: 210 Fee: \$150.00

FILED	4/11
INITIALS	mr
ADVERSE	<u>NO ADV</u>
LP	4/28
CC	

1. Licensee: GKLS LLC District # 1

Note: must be same name as beer/liquor license

2. Trade Name & Address: Kaisers Pizza & Pub. 510-57 st

3. Contact Person: Lenny Morgan Phone: 262.653.5897 Email: L.Morgan@KaisersPub.com
(correspondence will be via email if address is given)

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

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

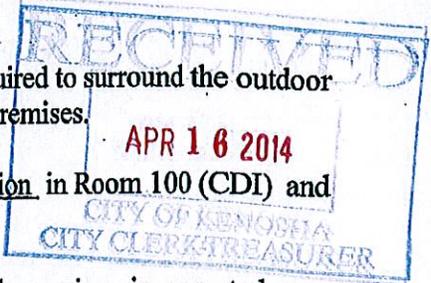
6. A fence not less than four (4') feet high and no greater than six (6') feet high is required to surround the outdoor area within the description of the Class "B", "Class B" and/or "Class C" licensed premises.

a. If a fence will surround the outdoor area, complete the Fence Permit Application in Room 100 (CDI) and attach a copy to this application. Fence Already in Place.

-OR-

b. The Common Council may waive the fence requirement where the licensed premises is operated as a RESTAURANT within the meaning of Section 5.3046 A.10 (of the Code of General Ordinances):
Complete "Waiver A" Fence Waiver. attached

7. The closing hours for an outdoor extension are 10:00 P.M. TO 8:00 A.M. You may request to change these hours to 12:00 midnight to 8:00 am. application attached N/A



To be completed by The Community Development & Inspections Department:

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

The outdoor area sought is 2975 ft from any single-family dwelling*

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

* N/A if two-family, multi-family, B-1, B-2, B-3, B-4 districts, or dwellings within twenty-five (25') feet of said boundary if occupied by the applicant and/or his/her immediate family and no others.

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

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

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

CDI Staff Member: [Signature] Date: 15 April 14

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

"WAIVER A"

**FENCE WAIVER:
for RESTAURANTS only**

**OUTDOOR EXTENSION
CITY ORDINANCE §10.075**

GKLS LLC
Licensee Name

Kaisers Pizzeria Pub.
Trade Name

510 - 57th St
Trade Address

Applicant has applied for an extension of their Retail Class "B" Fermented Malt Beverage, "Class B" Liquor, and/or "Class C" Wine Licenses in accordance with §10.075 of the Code of General Ordinances and requests a waiver of the fencing requirement contained in Section D (3) thereof. In making this request, applicant, under oath, does state the establishment is a "Restaurant" meaning any building, room or place where meals are prepared or served or sold to transients or the general public, and all places used in connection with it and includes any public or private school lunchroom for which food service is provided by contract. "Meals" does not include soft drinks, ice cream, milk, milk drinks, ices and confections. "Restaurant" does not include: (a) Taverns that serve free lunches consisting of popcorn, cheese, crackers, pretzels, cold sausage, cured fish or bread and butter.

[Signature] 4-7-14
Individual/Partner/Member) Date

[Signature] 4-7-14
Partner/Member) Date

City of Kenosha
Site Plan for
Outdoor Extension

Public Street

57th Street
Applicant's
Property

5th Avenue

Public Street / Public Alley / Private Property
(Circle One)

Public Street / Public Alley / Private Property
(Circle One)

Applicant's
Building

main
entrance

Parking

Entrance
to outdoor
area

Camera

Rod Iron
Fence

46"

Privacy

Pumpsters

Rod Iron
Fence

Public Street / Public Alley / Private Property
(Circle One)

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



Outdoor Area

Nearest Single-Family Dwelling

E-MAILED APR 14 2014

OUTDOOR EXTENSION

Temporary

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

FILED	<u>4-14-14</u>
INITIALS	<u>TS</u>
ADVERSE/NO ADV	<u>ADV</u>
LP	<u>4/23</u>
CC	_____

Type: 211 Fee: \$ 50.00 Date of Event: 5/10/14
(Limit 3 days/year)



Licensee: Sin Arturus Tavern Comelit Outrigger LLC District # 4
Note: must be same name as beer/liquor license

Trade Name & Address: Sin Arturus BEER GARDENS 3501-14th Ave. / KENOSHA

Contact Person: KERRY RAYMOND Phone: 262 9450711 Email: 2.RAYMOND@K1.KR.COM
(correspondence will be via email if address is given)

Type of activity planned for the outdoor area: Motor Cycle Parking & Show

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

A temporary fence is required to surround the outdoor area within the description of the Class "B", "Class B" and/or "Class C" licensed premises.

- a. Will there be a fence? yes no
- b. The Common Council may waive the fence requirement where the licensed premises is operated as a RESTAURANT within the meaning of Section 5.3046 A.10 (of the Code of General Ordinances):
Complete the Fence Waiver. "Waiver A" attached

The closing hours for a temporary outdoor extension are 10:00 P.M. TO 8:00 A.M. You may request to change these hours to 12:00 midnight to 8:00 am. application attached NA

To be completed by The Community Development & Inspections Department:

zoning Classification: B-2 If SFR, choose required Waiver B2 (restaurant) or B3 (outdoor dining)

the outdoor area sought is ± 6 ft from any single-family dwelling*

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

N/A if two-family, multi-family, B-1, B-2, B-3, B-4 districts, or dwellings within twenty-five (25') feet of said boundary if occupied by applicant and/or his/her immediate family and no others.

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

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

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

DI Staff Member: [Signature] Date: 23 April '14

PLEASE NOTE: Be sure to include appropriate attachments/waivers and file with the City Clerk's office no later than fourteen (14) days before final action of the Common Council. Meetings are held the 1st and 3rd Mondays of each month. Pursuant to Section 10.063, accumulation of more than 50 demerit points shall be a basis for denial, revocation or suspension of the outdoor area.

READ CAREFULLY BEFORE SIGNING: Under penalty provided for by law, the undersigned states that each of the above questions has been truthfully answered to the best of his/her/their knowledge. (Individual applicants and each member of a partnership must sign; designated corporate officers must sign.)

Henry E. Reynolds 4/14/14
(Individual/Partner/Member) Date

(Partner/Member) Date

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

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



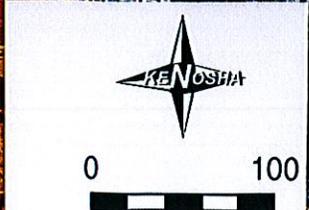
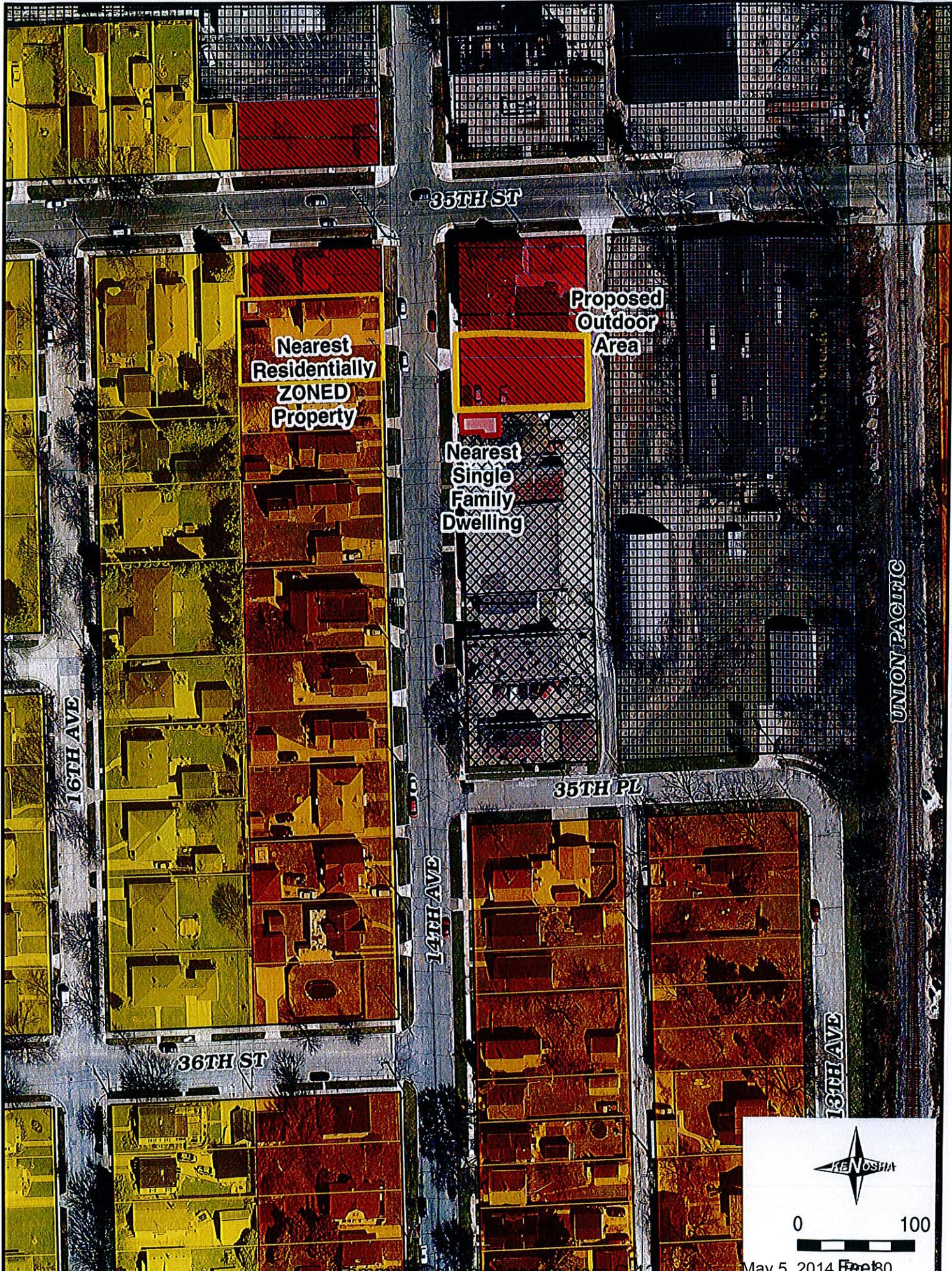
REAL ESTATE
HISTORIC PRESERVATION
COMMUNITY DEVELOPMENT BLOCK GRANT
REDEVELOPMENT

JEFFREY B. LABAHN
Director of Community Development and Inspections

TO: Matthew Knight, Deputy City Attorney
FROM: Michael Callovi, Planning Technician 
DATE: April 24, 2014
SUBJECT: Temporary Outdoor Extension Application for **Sir Arthurs Beer Gardens**, 3501 14th Avenue

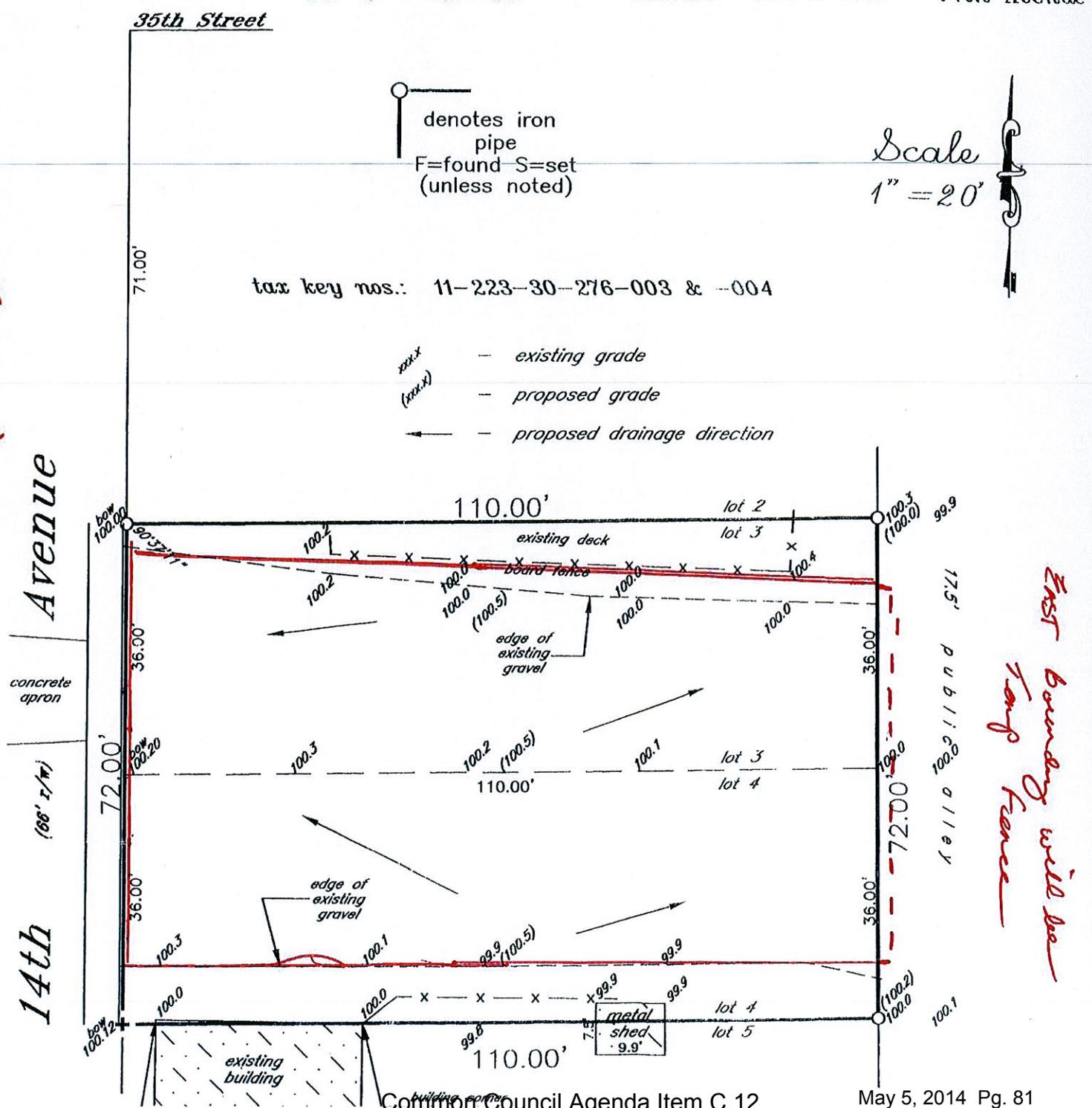
The Department of Community Development & Inspections has received a temporary outdoor extension application for Sir Arthurs Beer Gardens, located at 3501 14th Avenue. After reviewing the application, it does not conform to the requirements of Section 10.075 D. 1. b. of the Code of General Ordinances which prohibits an outdoor area from being located within twenty-five (25') feet of any single family dwelling. The property immediately adjacent to, and south of, the proposed outdoor area contains a single family dwelling that is located, according to a survey provided by the applicant and GIS data used by Community Development and Inspections staff, between six (6') and nine (9') feet away from the proposed outdoor area.

If the applicant revised the application so that the proposed outdoor area is at or beyond the twenty-five (25') feet distance, it would be in compliance with section 10.075 of the Code of General Ordinances.



PROPOSED outdoor Ext. outlined in red
North & South side lined by building or fence
W ← → E

address: 3511 & 3513 - 14th Avenue



East boundary will be
Tarp Fence

"WAIVER A"

FENCE WAIVER:
for RESTAURANTS only

OUTDOOR EXTENSION
CITY ORDINANCE §10.075

Sin Arthur's Tavern - Concolot Catering LLC

Licensee Name

Sin Arthur's Tavern

Trade Name

3501-14 Ave

Trade Address

Applicant has applied for an extension of their Retail Class "B" Fermented Malt Beverage, "Class B" Liquor, and/or "Class C" Wine Licenses in accordance with §10.075 of the Code of General Ordinances and requests a waiver of the fencing requirement contained in Section D (3) thereof. In making this request, applicant, under oath, does state the establishment is a "Restaurant" meaning any building, room or place where meals are prepared or served or sold to transients or the general public, and all places used in connection with it and includes any public or private school lunchroom for which food service is provided by contract. "Meals" does not include soft drinks, ice cream, milk, milk drinks, ices and confections. "Restaurant" does not include: (a) Taverns that serve free lunches consisting of popcorn, cheese, crackers, pretzels, cold sausage, cured fish or bread and butter.

Key [Signature] 4/23/14

(Individual/Partner/Member)

Date

(Partner/Member)

Date

C12

Zimbra

mnelson@kenosha.org

Outdoor Extensions

From : Kelly Andreoli <kma360@kenoshapolice.com> Wed, Apr 23, 2014 01:52 PM

Subject : Outdoor Extensions

To : Michelle Nelson (mnelson@kenosha.org)
<mnelson@kenosha.org>, Lisa May
(lmay@kenosha.org) <lmay@kenosha.org>

No Adverse

Outdoor Extension of Retail Class B Liquor/C Wine

Tilted Kilt 7000-74th Place

No Adverse

Permanent Outdoor Extension

Kaiser's Pizza & Pub 510-57th Street

No Adverse

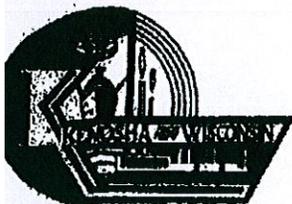
Outdoor Extension & Outdoor Waiver of Cabaret and/or Amplified Music

Sir Arthurs 3501-14th Avenue

No Adverse

Outdoor Dining Area

Forever Grateful 5000-7th Avenue



OUTDOOR AREA WAIVER OF CABARET and/or AMPLIFIED MUSIC

FILED	<u>4-14-14</u>
INITIALS	<u>ZS</u>
ADVERSE	<u>(NO ADV)</u>
LP	<u>4/28</u>

Type: 223 Fee: \$50.00/application (nonrefundable)
Limit: 4 Days per license term (July 1 - June 30)

PLEASE NOTE: The Committee on Licenses/Permits shall review all applications, any reports, the recommendation of the City Clerk and all other information before it. Said Committee shall recommend to the Common Council either the granting or denial of an application. (In accordance to Chapter X, Section 10.075 of the Code of General Ordinances of the City of Kenosha.)
see reverse side for additional instructions regarding speedy approval process.

Licensee Name: Sin Arthur Tavern - Camelot Catering LLC District # 6
(NOTE: must be same name as beer/liquor license)

Business Name & Address: 3501 - 14th Ave.

If license is in the name of a Corporation or LLC, Agent Name: CHRISTINE RAYMOND

Contact: CHRIS RAYMOND 262 945 3937 2.RAYMOND@WJ-KR.COM
name phone email address

REQUIRED: Applicant must have or apply for one of the following:

- Permanent Outdoor Extension
- Temporary Outdoor Extension
- Temporary Class "B" / "Class B" License

REQUIRED: If having LIVE ENTERTAINMENT, the applicant must have or apply for one of the following:

- Yearly Cabaret license
- Daily Cabaret license
- N/A: applying for waiver of amplified music only (ex: speakers connected to Ipod or Jukebox)

Applicant is applying for the following (check all that apply):

Extension of Operational Hours of Cabaret License (Live Music or Entertainment) to 10:00pm
(Currently non-amplified permitted until 9:00pm) (Sect. 10.075, E.1.)

Waiver of Amplified Music or Sound Restriction (Speakers with or without live entertainment)
(Sect. 10.075, E.2.)

Note: If licensed outdoor area is greater than 750' of any residentially zoned property, amplified music and/or cabaret licensed activity is already permitted and the waiver is not required.

Date(s) waiver is sought: 5/10/14 9. Hours of operation: 4pm to 10pm

Purpose/Event: BENEFIT for Save-a-Vet Foundation

Applicant's Signature: [Signature] Partner Date: _____
(Licensee: Office / Member / Partner / Individual)



CABARET LICENSE DAILY

Type: 213 Fee: \$50.00/day

FILED	4-2-14
INITIALS	JAD
ADVERSE/NO ADV	
LP	4/14
CC	

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

Date(s) of Event: 6/7/2014 Explanation of Event: Charity Event for Brother 2 Brother

1. Licensee Name: Brother 2 Brother District # 2 WD 5
(NOTE: must be same name as beer/liquor license)

2. Trade Name & Address: Brother 2 Brother Block Party street closure next to

Captain Mike's 51st Place between 6th Ave & 7th Ave

3. If license is in the name of a Corporation or LLC, Agent Name: John Zienba

4. Date of Birth of Agent (if Corporation/LLC) or Individual: _____

5. Address: 1001 44th St Kenosha WI 53140 Phone: (262) 287-2048 Email: j.zienba@yahoo.com
(correspondence will be via email if address is given)

6. Driver's License Number: _____
(must indicate if this is not a Wisconsin DL)

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

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

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

-OVER-

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

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

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

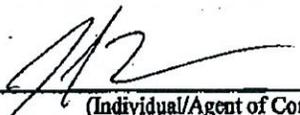
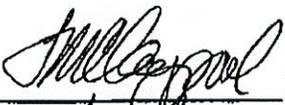
13. List the name and address of all employers for which you have worked and/or businesses you have operated in the past five (5) years:

Captain Mike's/Uncle Mike's Highway Pub 6611 120th Ave Kenosha WI 53140

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

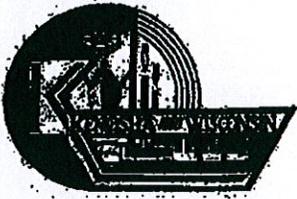
1001 44th St Kenosha WI 53140

READ CAREFULLY BEFORE SIGNING: Under penalty provided for by law, the undersigned states that each of the above questions has been truthfully answered to the best of his/her/their knowledge. (Individual applicants and each member of a partnership must sign; designated corporate officers must sign.)

Applicant's Signature:  (Individual/Agent of Corporation) Date: 4/2/14
 4/8/14

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

E-MAILED APR - 2 REC'D



**OUTDOOR AREA
WAIVER OF CABARET and/or
AMPLIFIED MUSIC
Co-Sponsored for CHARITY EVENT**

FILED	4-2-14
INITIALS	JAD
ADVERSE/NO ADV	
LP	4/14
CC:	

Type: 225 Fee: \$50.00/application (nonrefundable)
Limit: 4 Days per license term (July 1 - June 30)

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

1. Licensee Name: Brother 2 Brother District # 2 WD 5
(NOTE: must be same name as beer/liquor license)
2. Business Name & Address: Brother 2 Brother Black Party street closure
next to Captain Mike's - 51st Place between 6th Ave & 7th Ave.
3. If license is in the name of a Corporation or LLC, Agent Name: John Ziemba
4. Contact: John Ziemba (262) 287-2018 j.ziemba@yahoo.com
name phone email address (correspondence will be via email if address is given)

5. REQUIRED: Applicant must have or apply for one of the following:
 Permanent Outdoor Extension
 Temporary Outdoor Extension
 Temporary Class "B" / "Class B" License
6. REQUIRED: If having LIVE ENTERTAINMENT, the applicant must have or apply for one of the following:
 Yearly Cabaret license
 Daily Cabaret license
 N/A: applying for waiver of amplified music only (ex: speakers connected to Ipod or Jukebox)

7. Applicant is applying for the following (check all that apply):
 Extension of Operational Hours of Cabaret License (Live Music or Entertainment) to 10:00pm
 (Currently non-amplified permitted until 9:00pm) (Sect. 10.075, E.1.)
 Waiver of Amplified Music or Sound Restriction (Speakers with or without live entertainment)
 (Sect. 10.075, E.2.)
 Note: If licensed outdoor area is greater than 750' of any residentially zoned property, amplified music and/or cabaret licensed activity is already permitted and the waiver is not required.

8. Date(s) waiver is sought: 6/7/2014 9. Hours of operation: 12:00 noon - 10:00 pm

10. Purpose/Event: Charity Fund Raiser

Applicant's Signature: [Signature] Date: 3/12/14
(Individual/Partner/Member/Agent)
[Signature] 4/8/14

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

CO-SPONSOR (NON-PROFIT ORGANIZATION OR BONA FIDE CLUB)

- a. Organization Name: (Non-profit organization or bona fide club) Brother 2 Brother
- b. Address: 10076 55th Avenue Pl. Pr. WI Phone: 847-845-1488
- c. Date Organized: April 2000 If corporation, give date of incorporation: 5/31/58
- d. Contact: Therese Claypool 262/365-3169 tclaypon@wi-pr.com
name phone email address (correspondence will be via email if address is given)
- e. Names and addresses of all officers:

- 1. Danny Claypool - Pres.
- 2. Therese Claypool - Sec/Treas.
- 3. Eric Harrison - V.P.
- 4. _____

Officer: [Signature] (signature) Date: 3/12/14
[Signature] 4/8/14

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

Signature of District Alderperson: _____ -or, if Alderperson is
 unavailable, Member of L/P Committee: _____ Date: _____

SPEEDY APPROVAL

License may be issued by City Clerk: If the application is filed at least seventy-two (72) hours prior to the date for which the waiver is sought, not including weekends and holidays, commencing at 8:00 A.M. of the day following the date at which a properly completed application was filed with the City Clerk/Treasurer; if the proposed waiver is limited to the hours of 10:00 A.M. to 10:00 P.M.; if the application is co-sponsored by the Alderperson of the district in which the license is located, or in the event that the Alderperson of the district is unavailable, co-sponsored by a member of the Committee on Licenses/Permits; and, if the Licensee/Applicant has not been issued a municipal citation for a violation of Chapter 10 of the Code of General Ordinances and/or Wisconsin Statutes Section 125 within the three hundred sixty-five (365) days preceding the application date. Should the applicant not meet the preceding qualifications, the application shall be referred to the Committee on Licenses/Permits and Common Council for consideration. Call the City Clerk's Office at 262-653-4020 to inquire about meeting dates and times to ensure your application is considered in time for your event.

10.075 OUTDOOR EXTENSION OF A "CLASS B", CLASS "B" AND/OR "CLASS" LICENSED PREMISES

E. Restrictions Governing the Use of the Outdoor Area Included within the Description of a "Class B", Class "B" and/or "Class" Licensed Premises.

- 1. Cabaret Licenses shall be extended to the licensed Outdoor Area subject to the following operational hours:
 - a. 10:00 A.M. to 9:00 P.M. where the Outdoor Area has a boundary within three hundred feet (300') of any residentially zoned property.
 - b. 10:00 A.M. to 10:00 P.M. where the Outdoor Area's boundaries are greater than three hundred feet (300') but less than seven hundred fifty feet (750') of any residentially zoned property.
 - c. 10:00 A.M. to 1:00 A.M. where the Outdoor Area's boundaries are greater than seven hundred fifty feet (750') of any residentially zoned property.
 - d. Cabaret Licenses shall not be extended to an Outdoor Dining Area as defined by Section 5.046 of the Code of General Ordinances.
- 2. Amplified music or sound may be permitted in the licensed Outdoor Area only subject to strict compliance with Chapter XXIII of the Code of General Ordinances entitled "Noise Control" and the following operational hours:
 - a. 10:00 A.M. to 1:00 A.M. where the Outdoor Area's boundaries are greater than seven hundred fifty feet (750') of any residentially zoned property. There shall be no amplified music or sound where the Outdoor Area has a boundary less than seven hundred fifty feet (750') of any residentially zoned property.

C16a

E-MAILED APR 17 REC'D



CABARET LICENSE PROBATIONARY

Type: 228 Fee: \$150/6 months

Effective: 7-1-14 To: 1-1-15
(6 months)

FILED	<u>17</u>
INITIALS	<u>mm</u>
ADVERSE/NO ADV	
LP	
CC	

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

1. Licensee Name: COCOMOES MANAGEMENT INC District # 3
(NOTE: must be same name as beer/liquor license)

2. Trade Name & Address: The Bull's Eye 2117 60th St

3. If license is in the name of a Corporation or LLC, Agent Name: SCOTT CARDINAL

4. Date of Birth of Agent (if Corporation/LLC) or Individual: e

5. Address: 3017-89th St Phone: 515 255 9 Email: SCOTT.CARDINAL@YAHOO.COM
(correspondence will be via email if address is given)

6. Driver's License Number: _____
(must indicate if this is not a Wisconsin DL)

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

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 a charge pending at this time? Yes No
If yes, state: **charge, year, result**
2008 Allow underage person to enter L's premises
2011 Allow underage person to enter L's premises

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

-OVER-

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

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

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

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

Stellar Management Inc. 1819 52nd St Kenosha WI
Matio Decorating 2409 52nd St Kenosha WI

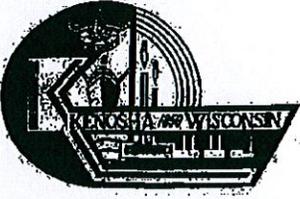
14. List all addresses at which you have lived in the past five (5) years:

3017 - 89th St Kenosha WI 53142
5609 46th Ave Kenosha WI 53146

READ CAREFULLY BEFORE SIGNING: Under penalty provided for by law, the undersigned states that each of the above questions has been truthfully answered to the best of his/her/their knowledge. (Individual applicants and each member of a partnership must sign; designated corporate officers must sign.)

Applicant's Signature: [Signature] **Date:** 4-17-14
(Individual/Agent of Corporation)

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



CABARET LICENSE PROBATIONARY

Type: 228 Fee: \$150/6 months

Effective: July 1 To: December 1, 2015
(6 months)

FILED	<u>4/17</u>
INITIALS	<u>mn</u>
ADVERSE/NO ADV	
LP	
CC	

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

- Licensee Name: Mike's Kenosha Downtown Tavern LLC District # 2
(NOTE: must be same name as beer/liquor license)
- Trade Name & Address: Mikes LTD 707 9th Kenosha, WI 53142
- If license is in the name of a Corporation or LLC, Agent Name: Michael Cholak
- Date of Birth of Agent (if Corporation/LLC) or Individual: _____
- Address: 200 6th St Phone: 620-2317 Email: diamonddaveschulte@yahoo.com
(correspondence will be via email if address is given)
- Driver's License Number: _____
(must indicate if this is not a Wisconsin DL)
- Have you, as an adult, ever been convicted of a major crime (felony) or minor crime (misdemeanor) in Wisconsin, or in any other State; or do you have a charge pending at this time? Yes No
If yes, state: **charge, year, result**

- Have you, as an adult, ever been convicted of violating a municipal or county ordinance in Wisconsin or in any state; or do you have a charge pending at this time? Yes No
If yes, state: **charge, year, result**

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

-OVER-

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

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

Speeding 4 years 920

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

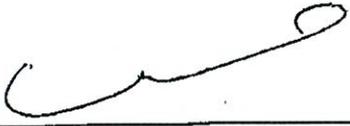
13. List the name and address of all employers for which you have worked and/or businesses you have operated in the past five (5) years:

Captain Mike's 5118-6²⁷ Ave Kenosha, WI 53140
UW - Parkside Kenosha, WI
Mike's pub 10936 Sheridan rd Pleasant Prairie, WI 53158

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

200-68st Kenosha, WI 53142

READ CAREFULLY BEFORE SIGNING: Under penalty provided for by law, the undersigned states that each of the above questions has been truthfully answered to the best of his/her/their knowledge. (Individual applicants and each member of a partnership must sign; designated corporate officers must sign.)

Applicant's Signature:  Date: 4-17-14
(Individual/Agent of Corporation)

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

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



JEFFREY B. LABAHN
Director of Community Development and Inspections

REAL ESTATE
HISTORIC PRESERVATION
COMMUNITY DEVELOPMENT BLOCK GRANT
REDEVELOPMENT

TO: Licensing & Permit Committee

FROM: Michael Callovi, Planning Technician 

RE: Outdoor Dining Application, *Forever Grateful Resale Boutique & Art Gallery*,
5000 7th Avenue

DATE: May 1, 2014

The Department of Community Development & Inspections has received an Outdoor Dining Area application for **Forever Grateful Resale Boutique & Art Gallery**, 5000 7th Avenue. The application has been reviewed by City departments.

The Outdoor Dining application is for the use of the public sidewalk between the building and the public streets. The plan indicates the use of 10 24-inch tables, each with 2 chairs in three areas, one near 7th Avenue and the other two along 50th Street. The plan also indicates two 24-inch tables, each with two chairs, and six Adirondack-style chairs along the 50th Avenue building facade. The Outdoor Dining areas are separated from the faces of the building by the required pedestrian walkway and are also the required distance from the curb.

The application fulfills the requirements of Section 5.046 of the Code of General Ordinances. Therefore, the Department of Community Development & Inspections recommends approval of the application.

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AND INSPECTIONS - CITY PLAN DIVISION
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REAL ESTATE
HISTORIC PRESERVATION
COMMUNITY DEVELOPMENT BLOCK GRANT
REDEVELOPMENT

JEFFREY B. LABAHN
Director of Community Development and Inspections

TO: City Attorney
Community Development and Inspections
Public Works
Fire Department
Police Department
Alder Rhonda Jenkins

FROM: Michael Callovi, Planning Technician _____

DATE: April 23, 2014

SUBJECT: Outdoor Dining Application for **Forever Grateful Resale Boutique & Art Gallery**, 5000 7th Avenue

The Department of Community Development & Inspections has received an outdoor dining area application for Forever Grateful Resale Boutique & Art Gallery, 5000 7th Avenue. Section 5.046 of the General Code of Ordinances requires a permit for new or existing outdoor dining areas that are located within the public right-of-way, on publicly-owned land or within a major street setback area. The outdoor dining areas are located to the north and east sides of the building. The areas adjacent to the east facade of the building are each approximately 3 feet deep by 16 feet long. The area along 7th Avenue is about 6 feet wide by 32 feet long. The areas located along 50th Street are each approximately 4 feet by 16 feet.

The following information is noted from the application:

Applicant Name: Bonnie Mirkiewicz
Business Name: Forever Grateful Resale Boutique & Art Gallery
Address & Phone Number: 5000 7th Avenue; 262-484-4139
Zoning: B-3
Type of Business: Coffee Shop
Extent of dining area: Along sides of business on public sidewalk
Maximum # of tables/ chairs: 10 tables & 26 chairs per site plan
Non-permanent dining areas
No additional lighting or signage

This application will be reviewed at the May 12, 2014, Licensing & Permit Committee meeting.



OUTDOOR DINING AREA

CITY ORDINANCE §5.046

Type: 99 Fee: \$150.00

Expires: December 31, 2014

FILED 4-10-14
INITIALS ZS
ADVERSE NO ADV
LP S.M. 5/5

C17

- 1. Licensee: Bonnie Mirkiewicz District # 2
2. Trade Name & Address: Forever Grateful Resale Boutique & Art Gallery, 5000 7th Avenue
3. Contact Person: Bonnie Mirkiewicz Phone: 262-484-4139 Email: bepier@yahoo.com
4. Complete "Attachment A" List of Adjacent Businesses. [checked] attached
5. Provide Specifications if the outdoor dining area is the subject of permanent improvements. [] attached [X] N/A
6. Nature of Business: Resale Boutique, Art Gallery and Coffee Shop
7. Complete "Attachment B" Description of Appurtenances and provide pictures. [checked] attached [X] pictures
8. The Business must be in one of the following Zoning Districts: B-1 B-2 (B-3) B-4 (circle one)
9. Complete "Attachment C" Indemnity to Hold Harmless. [checked] attached
10. Operational Plan: Hours: 7:00 AM - 9:00 PM Days: 7 Months: 6
11. Attach a Scaled Site Plan and at least 2 pictures. [checked] site plan [checked] pictures
12. Provide proof of Certificate of Liability Insurance. [checked] attached
13. Does the Outdoor Dining Area extend beyond the frontage of the business? [] yes [X] no

To be completed by The Community Development & Inspections Department:

Zoning Classification: _____ Is Business located adjacent to a Residential Zoning District: [] yes [] no
CDI Staff Member: _____ Date: _____

READ CAREFULLY BEFORE SIGNING: Under penalty provided for by law, the undersigned states that each of the above questions has been truthfully answered to the best of his/her/their knowledge. (Individual applicants and each member of a partnership must sign; designated corporate officers must sign.)

Bonnie L. Mankewicz

4/8/14

Individual/Partner/Member)

Date

Partner/Member)

Date

have received a copy of the NOTICE pertaining to LICENSE/PERMIT APPLICATIONS from the City Clerk's Office

(Applicant's Initials)

"ATTACHMENT A"

LIST OF ALL ADJACENT BUSINESSES

OUTDOOR DINING AREA
CITY ORDINANCE §5.046

Bonnie Mirkiewicz

Licensee Name

Forever Grateful Resale Boutique & Art Gallery

Trade Name

5000 7th Avenue, Kenosha, WI 53140

Trade Address

Applicant has applied for an Outdoor Dining Area in accordance with §5.046 of the Code of General Ordinances. Please find below a list of names, addresses, and phone numbers of all adjacent businesses to the boundaries of the outdoor dining area.

Artworks (art supplies, framing) 5002 7th Ave 262.652.5911

Javi's (salon) 5006 7th Ave. 262.657.0733

Bonnie Munkay

4/8/14

Individual/Partner/Member)

Date

Partner/Member)

Date

“ATTACHMENT B”

DESCRIPTION OF APPURTENANCES

OUTDOOR DINING AREA
CITY ORDINANCE §5.046

Bonnie Mirkiewicz

Licensee Name

Forever Grateful Resale Boutique & Art Gallery

Trade Name

Trade Address

According to §5.046 of the Code of General Ordinances, the applicant must provide a detailed description of all cafe appurtenances to be located within the Outdoor Dining Area, identifying the materials with which they are constructed together with photographs. They shall be of such construction and quality such that they are consistent with the business/neighborhood district. “Dining Appurtenances” shall mean tables, chairs, planters, barriers, railings, walls, signs, benches, waste receptacles, umbrellas and heaters.

pictures attached

- 6 Adirondac Chairs, stackable + stored each night
- 10 24" metal Tables (square)
- 20 Chairs metal (2 per table)
- 4 Umbrellas (metal pole, nylon)
- 1 Waste Receptacle

Bonnie Mirkiewicz

(Individual/Partner/Member)

4/8/14

Date

(Partner/Member)

Date



“ATTACHMENT C”

INDEMNITY AND HOLD HARMLESS AGREEMENT

OUTDOOR DINING AREA
CITY ORDINANCE §5.046

Bonnie Mirkiewicz / The Galley Coffee Cafe
Licensee Name

Forever Grateful Resale Boutique & Art Gallery
Trade Name

5000 7th Ave., Kenosha, WI 53140
Trade Address

Applicant, in consideration of having the City of Kenosha, Wisconsin grant this application, herein and hereby 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 use of the public right-of-way or Major Street Setback Area for the Outdoor Dining Area which is the subject of this agreement.

Bonnie Mirkiewicz 3/12/14

(Individual/Partner/Member) Date

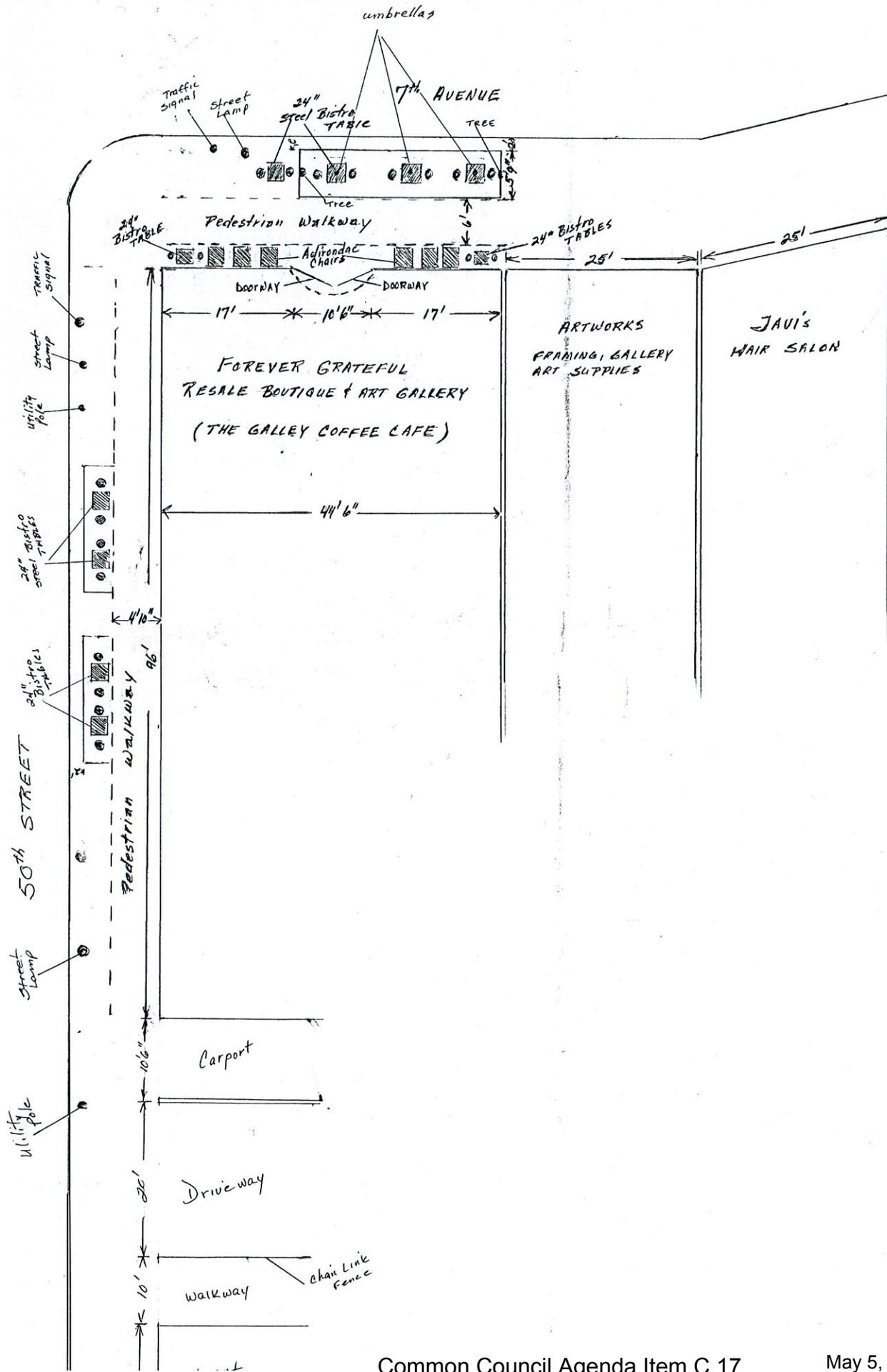
(Partner/Member) Date

SCALE 1/8" = 1'-0"



Outdoor Dining Plan

C17











ORDINANCE NO.

PRINCIPAL SPONSOR: ALDERMAN DAVID F. BOGDALA
CO-SPONSOR: ALDERMAN STEVE BOSTROM
CO-SPONSOR: ALDERMAN G JOHN RUFFOLO

~~TO CREATE SECTION 19 OF THE CODE OF ZONING ORDINANCES AND TO
CREATE CHAPTER XXXIX OF THE CODE OF GENERAL ORDINANCES
REGARDING PRESUMPTIVE APPROVAL~~

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

Section One: ~~Section 19 of the Code of Zoning Ordinances for the City of~~

~~Kenosha, Wisconsin, is hereby created as follows:~~

~~**19. Presumptive Approval.**~~

~~**19.01. Purpose.** The purpose of this Section 19 is to expedite applications for permits, licenses or other approvals submitted in accordance with the Code of Zoning Ordinances for the City of Kenosha.~~

~~**19.02. Definitions.** Except as otherwise provided, the definitions of the terms in this Section 19 are as follows:~~

~~**City** means the City of Kenosha, State of Wisconsin.~~

~~**City Department** means any department of the City of Kenosha, whether one or more, or employees thereof.~~

~~**City Commission** means any committee or commission established by state statute, the Common Council or otherwise for the City of Kenosha including wholly-owned utilities and subsidiaries.~~

~~**Common Council** means the Common Council for the City of Kenosha.~~

~~**Final Review Authority** means the authority that has the final decision on any application.~~

~~**Presiding Officer** means the chairman of a City Commission or the mayor in the case of the Common Council.~~

~~**19.03. Deadlines** for action on applications.~~

~~A. Within fourteen days after the City receiving the application, the City provides written notice to the applicant describing specifically the information that must be provided to complete the application.~~

~~B. The information under Subsection 19.06A of this Ordinance is directly related to eligibility for the permit, license or other approval or to terms or conditions of the permit, license or other approval.~~

~~C. The information under Subsection 19.06A of this Ordinance is necessary to determine whether to approve the application or is necessary to determine the terms or conditions of the license or other approval.~~

~~D. The extension is not longer than the period equal to the number of days from the day on which the City provides the notice under Subsection 19.06A to the day on which the City receives the information.~~

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

XXXIX. Presumptive Approval

39.01. Purpose. The purpose of this Chapter 39 is to expedite applications for permits, licenses or other approvals submitted in accordance with the Code of General Ordinances for the City of Kenosha.

39.02. Definitions. Except as otherwise provided, the definitions of the terms in this Chapter 39 are as follows:

City means the City of Kenosha, State of Wisconsin.

City Department means any department of the City of Kenosha, whether one or more, or employees thereof.

City Commission means any committee or commission established by state statute, the Common Council or otherwise for the City of Kenosha including wholly-owned utilities and subsidiaries.

Common Council means the Common Council for the City of Kenosha.

Final Review Authority means the authority that has the final decision on any application.

Presiding Officer means the chairman of a City Commission or the mayor in the case of the Common Council.

39.03. Deadlines for action on applications.

A. Deadlines. Any application submitted in accordance to the Ordinance will be approved or disapproved within the time frame as follows for each respective Final Review Authority, except as provided by state or federal law:

1. City Department. Thirty days.
2. City Commission. Sixty days.
3. Common Council. Ninety days.

B. Agendas. In the case of the Final Review Authority being a City Commission or the Common Council, the Presiding Officer will, within the period established under Subsection 39.03A, place any application submitted in accordance to the Ordinance on the agenda for the respective Final Review Authority to consider and take action for approval or disapproval.

Debra Salas

APPROVED _____ Mayor
Keith Bosman

Date: _____

Passed:

Published:

Drafted By: David F. Bogdala

17th District Alderman/License and Permit Committee Member

Steve Bostrom

12th District Alderman/Public Works Committee Member

City of Kenosha, State of Wisconsin

ORDINANCE NO.

PRINCIPAL SPONSOR: ALDERMAN DAVID F. BOGDALA
CO-SPONSOR: ALDERMAN STEVE BOSTROM
CO-SPONSOR: ALDERMAN G JOHN RUFFOLO

~~TO CREATE SECTION 19 OF THE CODE OF ZONING ORDINANCES AND TO
CREATE CHAPTER XXXIX OF THE CODE OF GENERAL ORDINANCES
REGARDING PRESUMPTIVE APPROVAL~~

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

Section One: ~~Section 19 of the Code of Zoning Ordinances for the City of~~

~~Kenosha, Wisconsin, is hereby created as follows:~~

~~**19. Presumptive Approval.**~~

~~**19.01. Purpose.** The purpose of this Section 19 is to expedite applications for permits, licenses or other approvals submitted in accordance with the Code of Zoning Ordinances for the City of Kenosha.~~

~~**19.02. Definitions.** Except as otherwise provided, the definitions of the terms in this Section 19 are as follows:~~

~~**City** means the City of Kenosha, State of Wisconsin.~~

~~**City Department** means any department of the City of Kenosha, whether one or more, or employees thereof.~~

~~**City Commission** means any committee or commission established by state statute, the Common Council or otherwise for the City of Kenosha including wholly-owned utilities and subsidiaries.~~

~~**Common Council** means the Common Council for the City of Kenosha.~~

~~**Final Review Authority** means the authority that has the final decision on any application.~~

~~**Presiding Officer** means the chairman of a City Commission or the mayor in the case of the Common Council.~~

~~**19.03. Deadlines** for action on applications.~~

~~**A. Deadlines.** Any application submitted in accordance to the Ordinance will be approved or disapproved within the time frame as follows for each respective Final Review Authority, except as provided by state or federal law:-~~

- ~~1. City Department. Thirty days.-~~
- ~~2. City Commission. Sixty days.-~~
- ~~3. Common Council. Ninety days.-~~

~~**B. Agendas.** In the case of the Final Review Authority being a City Commission or the Common Council, the Presiding Officer will, within the period established under Subsection 19.03A, place any application submitted in accordance to the Ordinance on the agenda for the respective Final Review Authority to consider and take action for approval or disapproval.-~~

~~**C. Automatic extension.** Failure of the Presiding Officer to act in accordance with Subsection 19.03B of this Ordinance will subject the Presiding Officer to all equities of law including but not limited to automatically subjecting the Presiding Officer to Chapter 30 of the General Code of Ordinances for the City. The City Administrator is charged with the action of filing a complaint against the Presiding Officer under same Chapter 30 within ten days of the expiration of the deadline for action. In the event that the Presiding Officer fails to act in accordance with Subsection 19.03B of this Ordinance, the City Clerk will place the application on the next agenda of the Final Review Authority for approval or disapproval and continue as such until a quorum of the Final Review Authority exists to consider the application.-~~

~~**19.04. Failure to meet deadline.-**~~

~~**A.** Subject to Subsections 19.06 and 19.03C of this Ordinance, if the Final Review Authority fails to provide the applicant for an approval with written notice that the Final Review Authority has approved or disapproved the application before the expiration of the period established under Subsection 19.03A of this Ordinance for the approval, the applicant may choose to proceed as though the Final Review Authority had approved the application by providing the City Clerk with written notice of that choice no later than forty-five days after the expiration of the period established under Subsection 19.03A of this Ordinance.-~~

~~**B.** The Final Review Authority may not disapprove an application for an approval solely because the Final Review Authority is unable to complete its review of the application within the period established under Subsection 19.03A of this Ordinance.-~~

~~**19.05. Notice of deadline.** Upon receiving an application for an approval, the City will inform the applicant of the period established under Subsection 19.03A of this Ordinance for the permit, license or other approval.-~~

~~**19.06. Permitted extension of deadline for incomplete application.** The Final Review Authority may extend the period established under Subsection 19.03A of this Ordinance because an application is incomplete if all of the following apply:-~~

~~A. Within fourteen days after the City receiving the application, the City provides written notice to the applicant describing specifically the information that must be provided to complete the application.~~

~~B. The information under Subsection 19.06A of this Ordinance is directly related to eligibility for the permit, license or other approval or to terms or conditions of the permit, license or other approval.~~

~~C. The information under Subsection 19.06A of this Ordinance is necessary to determine whether to approve the application or is necessary to determine the terms or conditions of the license or other approval.~~

~~D. The extension is not longer than the period equal to the number of days from the day on which the City provides the notice under Subsection 19.06A to the day on which the City receives the information.~~

~~Section Two:~~

Chapter XXXIX of the Code of General Ordinances for the

City of Kenosha, Wisconsin, is hereby created as follows:

XXXIX. Presumptive Approval

39.01. Purpose. The purpose of this Chapter 39 is to expedite applications for permits, licenses or other approvals submitted in accordance with the Code of General Ordinances for the City of Kenosha.

39.02. Definitions. Except as otherwise provided, the definitions of the terms in this Chapter 39 are as follows:

City means the City of Kenosha, State of Wisconsin.

City Department means any department of the City of Kenosha, whether one or more, or employees thereof.

City Commission means any committee or commission established by state statute, the Common Council or otherwise for the City of Kenosha including wholly-owned utilities and subsidiaries.

Common Council means the Common Council for the City of Kenosha.

Final Review Authority means the authority that has the final decision on any application.

Presiding Officer means the chairman of a City Commission or the mayor in the case of the Common Council.

39.03. Deadlines for action on applications.

A. Deadlines. Any application submitted in accordance to the Ordinance will be approved or disapproved within the time frame as follows for each respective Final Review Authority, except as provided by state or federal law:

1. City Department. Thirty days.
2. City Commission. Sixty days.
3. Common Council. Ninety days.

B. Agendas. In the case of the Final Review Authority being a City Commission or the Common Council, the Presiding Officer will, within the period established under Subsection 39.03A, place any application submitted in accordance to the Ordinance on the agenda for the respective Final Review Authority to consider and take action for approval or disapproval.

C. Automatic extension. Failure of the Presiding Officer to act in accordance with Subsection 39.03B of this Ordinance will subject the Presiding Officer to all equities of law including but not limited to automatically subjecting the Presiding Officer to Chapter 30 of the General Code of Ordinances for the City. The City Administrator is charged with the action of filing a complaint against the Presiding Officer under same Chapter 30 within ten days of the expiration of the deadline for action. In the event that the Presiding Officer fails to act in accordance with Subsection 39.03B of this Ordinance, the City Clerk will place the application on the next agenda of the Final Review Authority for approval or disapproval and continue as such until a quorum of the Final Review Authority exists to consider the application.

39.04. Failure to meet deadline.

A. Subject to Subsections 39.06 and 39.03C of this Ordinance, if the Final Review Authority fails to provide the applicant for an approval with written notice that the Final Review Authority has approved or disapproved the application before the expiration of the period established under Subsection 39.03A of this Ordinance for the approval, the applicant may choose to proceed as though the Final Review Authority had approved the application by providing the City Clerk with written notice of that choice no later than forty-five days after the expiration of the period established under Subsection 39.03A of this Ordinance.

B. The Final Review Authority may not disapprove an application for an approval solely because the Final Review Authority is unable to complete its review of the application within the period established under Subsection 39.03A of this Ordinance.

39.05. Notice of deadline. Upon receiving an application for an approval, the City will inform the applicant of the period established under Subsection 39.03A of this Ordinance for the permit, license or other approval.

39.06. Permitted extension of deadline for incomplete application. The Final Review Authority may extend the period established under Subsection 39.03A of this Ordinance because an application is incomplete if all of the following apply:

A. Within fourteen days after the City receiving the application, the City provides written notice to the applicant describing specifically the information that must be provided to complete the application.

B. The information under Subsection 39.06A of this Ordinance is directly related to eligibility for the permit, license or other approval or to terms or conditions of the permit, license or other approval.

C. The information under Subsection 39.06A of this Ordinance is necessary to determine whether to approve the application or is necessary to determine the terms or conditions of the license or other approval.

D. The extension is not longer than the period equal to the number of days from the day on which the City provides the notice under Subsection 39.06A to the day on which the City receives the information.

Section Twothree: The treatment of the creation of ~~Section 19 of the Code of Zoning Ordinances and the creation of~~ Chapter XXXIX of the Code of General Ordinances apply to all applications for individual permits, licenses or other approvals that were lawfully submitted to the City within the twelve months immediately preceding the effective date as established by Section ~~ThreeFour~~, of which deadlines will run from said effective date. All individual permits, licenses or other approvals submitted after said effective date will be subject to all terms and conditions of the respective code under which they are submitted.

Section ThreeFour: This Ordinance will become effective after passage and publication.

ATTEST: _____ City Clerk

Debra Salas

APPROVED _____ Mayor
Keith Bosman

Date: _____

Passed:

Published:

Drafted By: David F. Bogdala

17th District Alderman/License and Permit Committee Member

Steve Bostrom

12th District Alderman/Public Works Committee Member

City of Kenosha, State of Wisconsin

ORDINANCE NO. _____

Draft 04/14/14

SPONSOR: THE MAYOR

TO REPEAL AND RECREATE SUBSECTIONS 1.06 S.3, 4, AND 7.b. OF THE CODE OF GENERAL ORDINANCES FOR THE CITY OF KENOSHA REGARDING MEMBERS, TERM AND DUTIES OF THE MAYOR'S YOUTH COMMISSION

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

Section One: Subsections 1.06 S.3 of the Code of General Ordinances for the

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

3. Members. There shall be ~~eleven (11)~~nine (9) members who shall be appointed by the Mayor and confirmed by the Common Council who shall be representative of the community and concerned about the positive image of youth in the City of Kenosha. ~~Of these eleven (11) members, at least five (5) shall be under the age of twenty-one (21); of the five (5) under the age of twenty-one at least three (3) shall be under the age of eighteen (18)~~ In making appointments, the Mayor shall strive to appoint four (4) members under the age of twenty-three (23) at the time of confirmation by the Common Council. Of the remaining ~~six (6)~~five (5) members, one (1) shall be an aldermanperson and one (1) shall be appointed from the Police Department. ~~Any person who was lawfully appointed to the Commission under a designated age classification, shall not lose their eligibility to continue to serve the balance of their term of office for the reason that they exceeded the age classification under which they were appointed while serving on the Commission. A Commission member who, while serving on the Commission, exceeds the age classification under which appointed, is eligible to be reappointed to the Commission in an older age classification where a vacancy exists and the number of terms they are eligible to serve has not been exceeded.~~

Section Two: Subsections 1.06 S.4 of the Code of General Ordinances for the

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

4. Term. The term of the members shall be two (2) years commencing on November 1. The terms shall be staggered. ~~and the initial term shall be as follows: Three (3) members who may be over the age of twenty-one (21), and three (3) members under the age of twenty-one (21) shall serve for two (2) years; three (3) members who may be over the age of twenty-one (21) and two (2) members under the age of twenty-one (21) shall serve for one (1) year.~~

Section Three: Subsections 1.06 S.7.b. of the Code of General Ordinances for the

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

b. To publicize, ~~and~~ promote and, in appropriate instances award financial gifts to bona fide youth organizations.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:

Jonathan A. Mulligan
William K. Richardson
Assistant City Attorneys

ORDINANCE NO. _____

SPONSOR: ALDERPERSON STEVE G. BOSTROM

TO REPEAL AND RECREATE SUBSECTION 30.10 OF THE CODE OF GENERAL ORDINANCES REGARDING ETHICS COMPLAINTS

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

Section One: Subsection 30.10 of the Code of General Ordinances for the

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

30.10 COMPLAINTS

A. Filing of Complaints. Any person may file a complaint against any covered person alleging a violation of the Code of Ethics with the Ethics Board. The complaint shall be filed with the City Department of Human Resources. The complaint shall be in writing and shall be verified. A separate written verified complaint shall be required for each named covered person. The complaint shall state with specificity the date of the alleged offense, the provision of the Code of Ethics alleged to have been violated, and the facts and circumstances upon which the allegations are based. Allegations shall be deemed to be made upon personal knowledge unless stated as being made upon information and belief. **Within one working day of the filing of the complaint, the director of the Department of Human Resources or his/her designee shall forward by quickest reasonable means a copy of the complaint to the chair of the Ethics Board. For purposes of this section, "working day" means a day that City administration is open to the public for the conduct of regular business.**

B. Sufficiency of Complaints. Within ~~fifteen ten (15+0)~~ working days of the ~~filing receipt~~ of the verified complaint **with the Department of Human Resources**, the Ethics Board shall forward by regular mail to the accused covered person a copy of the verified complaint and a general statement of the applicable provisions of the Code of Ethics. Within twenty (20) working days after mailing, the Ethics Board shall meet to determine whether based upon the face of the verified complaint sufficient facts are alleged to constitute a violation of the Code of Ethics. If the Ethics Board determines that the verified complaint does not allege facts sufficient to constitute a violation of the Code of Ethics, the Ethics Board shall dismiss the complaint and notify the complainant and the accused covered person. If the Ethics Board determines that the verified complaint was brought for harassment purposes, the Ethics Board shall so state.

If the Ethics Board determines that the verified complaint alleges facts sufficient to constitute a violation of the Code of Ethics, the Ethics Board shall conduct an investigation. The Ethics Board shall authorize any investigation by a motion which shall state the nature and purpose of the investigation and the actions or activities to be investigated. Upon adoption of a motion, the Ethics Board shall notify each accused covered person who is the subject of the investigation. Within ten (10) working days of

the adoption of the motion, the Ethics Board shall forward by regular mail a copy of the motion to each accused covered person identified in the motion together with a notice informing the accused covered person that he or she is the subject of the investigation together with a general statement of the applicable provisions of the Code of Ethics involved in the investigation. Service of the notice is complete upon mailing.

If during the course of an investigation, the Ethics Board finds probable cause to believe that a violation of the Code of Ethics other than one contained in the verified complaint has occurred, the Ethics Board may amend the complaint upon its own motion to include such violations and to conduct an investigation. Within ten (10) working days of the adoption of the motion amending the complaint, the Ethics Board shall forward by regular mail to the accused covered person a copy of the motion, the amended complaint and a general statement of the applicable provisions of the Code of Ethics involved in the amended complaint and investigation. Service is complete upon mailing.

C. Limitations. No action may be taken by the Ethics Board on any complaint which is filed with the Ethics Board later than two (2) years after a violation of the Code of Ethics is alleged to have occurred. Any complaint, investigation or prosecution regarding violations of the Code of Ethics initiated prior to the effective date of this ordinance and any proceedings arising therefrom shall proceed pursuant to the provisions of Chapter XXX in effect prior to the effective date of this Ordinance and shall be unaffected by the adoption of this Ordinance.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

RESOLUTION NO. _____

BY: Finance Committee

To Amend the City of Kenosha Capital Improvement Program for 2013
By Increasing PK09-001 "Harbor Dredging" in the Amount of \$410,000 and By Decreasing
PK93-004 "Reforestation" for 2011 in the Amount of \$24,500; for 2012 in the Amount of \$72,000
and 2013 in the Amount of \$ 123,600 and By Decreasing PK10-001 "Field Office Buildings" for
2013 in the Amount of \$30,000 and By Decreasing PK96-001 "Equipment" for 2012 in the Amount
of \$9,900 With Outside Funding from a Coastal Management Grant in the Amount of \$30,000 and
a Recreational Boating Facilities Grant in the Amount of \$120,000 for a Net Change of \$0

WHEREAS, the City of Kenosha has been awarded a Coastal Management Grant to
provide design funding based on the study recommendations; and

WHEREAS, the City of Kenosha has been awarded a DNR Recreational Boating
Facilities Grant for dredging, plans, specifications and construction management of the Southport
Marina Harbor project; and

WHEREAS, funds are needed to dredge portions of Southport Marina that are not grant
eligible; and

WHEREAS, the above amendment to the Capital Improvement Program has been
approved by the Park Commission on May 5, 2014 and the Finance Committee on May 5, 2014;

NOW, THEREFORE BE IT RESOLVED, by the Common Council of the City of Kenosha,
Wisconsin that the Capital Improvement Program be, and hereby is amended as follows:

<i>Line Item</i>	<i>Description</i>	<i>Available Authorization</i>	<i>Authorization Adjustment</i>	<i>Amended Authorization</i>
PK09-001	Harbor Dredging (2013)	180,400	410,000	590,400
PK09-001	Harbor Dredging (2013) Outside Grant Funding	(80,400)	(150,000)	(230,400)
PK93-004	Reforestation (2011)	24,500	(24,500)	-0-
PK93-004	Reforestation (2012)	72,000	(72,000)	-0-
PK93-004	Reforestation (2013)	215,270	(123,600)	91,670
PK10-001	Field Office Buildings (2013)	30,000	(30,000)	-0-
PK-96-001	Equipment (2012)	9,900	(9,900)	-0-

Adopted this _____ day of _____ 2014

Approved:

KEITH G. BOSMAN, MAYOR

Attest:

DEBRA SALAS, CITY CLERK/TREASURER

(RES14/cipPK09-001.4.28.14)

RESOLUTION NO. ____

SPONSOR: ALDERPERSON DAVID F. BOGDALA

**CO-SPONSORS: ALDERPERSON G. JOHN RUFFOLO
ALDERPERSON STEVE G. BOSTROM**

TO URGE THE CITY OF KENOSHA POLICE AND FIRE COMMISSION TO HOLD A HEARING ON THE RECENT ALLEGATIONS MADE AGAINST THE FIRE CHIEF

WHEREAS, on August 16th, 2010 the Common Council issued a public reprimand against Fire Chief John Thomsen due to his failure to maintain “objectivity” which caused a Fire Department Division Chief, Richard Meeker, to perceive that he was being persecuted; and,

WHEREAS, on February 5th, 2014 a complaint was filed with the Police and Fire Commission by Jeremy Ryan against Fire Chief John Thomsen for allegedly engaging in acts unbecoming of an officer of the City of Kenosha; and,

WHEREAS, the allegations made against Chief Thomson are very serious; and,

WHEREAS, the accused, the accuser, and the community deserve a fair public hearing where the facts can be discovered; and,

WHEREAS, the only way to insure fair and transparent government, is to utilize the processes put in place at both the State and City level without interference from anyone else.

NOW THEREFORE BE IT RESOLVED that the Common Council for the City of Kenosha does hereby urge the City of Kenosha Police and Fire Commission to hold a public hearing in reference to the complaint made by Jeremy Ryan on February 5th, 2014; and,

BE IT FURTHER RESOLVED that the City Clerk deliver copies of this resolution to each member of the City of Kenosha Police and Fire Commission

Adopted this _____ day of _____, 2014.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	April 10, 2014	Item 1
By the Mayor - To Adopt a Project Plan Amendment for Tax Incremental District #16, City of Kenosha, Wisconsin, Under Section 66.1105 (4)(h)1., Wisconsin Statutes. (District #16) PUBLIC HEARING			

LOCATION/SURROUNDINGS:

The area generally bounded by CTH "S" on the north, the Kilbourn Road Ditch on the east, 38th Street on the south and the 120th Avenue Frontage Road and I-94 on the west.

NOTIFICATIONS/PROCEDURES:

The alderperson of the district, Alderperson Downing, has been notified. This item will also be reviewed by the Finance Committee before final approval by the Common Council on Monday, April 21, 2014. A notice announcing this hearing was published in the Kenosha Labor Paper on March 21 & 28, 2014. This notice was also sent to the other local government units as required by Wisconsin Statute 66.1105.

ANALYSIS:

- Attached is the Project Plan Amendment for Tax Incremental District (TID) #16.
- The proposed Amendment will Amend the TID boundaries to add four (4) contiguous parcels that were acquired by the developer. If approved, these parcels will eventually be combined into the existing TID Parcel #08-222-30-202-001.
- Since only whole units of property may be located in a TID, the TID boundaries must be amended to add these new parcels.
- There is no increase in project costs for the proposed Project Plan Amendment.

RECOMMENDATION:

A recommendation is made to approve the attach Resolution adopting the Project Plan Amendment.



A. Zohrab Khaligian, Development Specialist

/u2/acct/cp/ckays/1CPC/2014/APR10/fact-tid16-a2-adopt.odt



Jeffrey B. Labahn, Director

City of Kenosha, Wisconsin

Proposed Project Plan Amendment for
Tax Incremental District #16

For Consideration
by the Common Council on May 5, 2014

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GOALS OF THE KENOSHA TID PROGRAM

The City of Kenosha Tax Incremental District Program has been undertaken because of concern over the community's economic stability. As a result of numerous community meetings, the following goals have been identified:

- Encourage development in the City that will increase its tax base and reduce individual tax burdens
- Encourage development in the City that will increase the number and the variety of employment opportunities
- Encourage development in the City that will diversify the economic mix of businesses
- Encourage the efficient and economical use of land, buildings, and community facilities
- Encourage private investment through an expanded community facilities program
- Encourage reduction and/or elimination of economic and physical blight in the area

CITY PLAN COMMISSION RESOLUTION # 02-14

BY: THE CITY PLAN COMMISSION

TO ADOPT A PROJECT PLAN AMENDMENT
FOR TAX INCREMENTAL DISTRICT #16, CITY OF KENOSHA, WISCONSIN,
UNDER SECTION 66.1105(4)(h)1., WISCONSIN STATUTES

WHEREAS, Section 66.1105 of the Wisconsin Statutes, provides the authority and procedures for amending a project plan for a Tax Incremental District (TID); and,

WHEREAS, the City Plan Commission, on April 10, 2014, at a duly authorized, noticed and convened meeting under Section 66.1105(4)(h)1., Wisconsin Statutes, held a public hearing which afforded interested parties a reasonable opportunity to express their views on the Project Plan Amendment for TID #16, City of Kenosha, Wisconsin; and

WHEREAS, the Project Plan Amendment amends the TID #16 boundaries to add four (4) contiguous parcels, as described in and attached hereto as Exhibit "A" and as shown in Exhibits "B" and "C"; and

WHEREAS, the Project Plan Amendment is feasible and in conformity with the Master Plan of the City of Kenosha, Wisconsin.

NOW, THEREFORE, BE IT RESOLVED by the City Plan Commission that it:

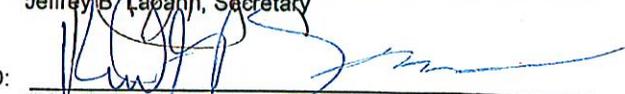
1. Finds the Project Plan Amendment for TID #16, City of Kenosha, Wisconsin, to be feasible and in conformity with the Master Plan of the City; and
2. Finds that the equalized value of taxable property to be added to TID #16 plus the value increment of all existing tax increment districts in the City, including TID #16, does not exceed 12% of the total equalized value of taxable property in the City; and
3. Adopts the Project Plan Amendment for TID #16, City of Kenosha, Wisconsin, as described in and attached hereto as Exhibit "A" and as shown in Exhibits "B" and "C"; and
4. Recommends that the Common Council of the City of Kenosha also adopt this Project Plan Amendment.

Adopted this 10th day of April, 2014

ATTEST:


Jeffrey B. Labahn, Secretary

APPROVED:


Keith G. Bosman, Chairman

Drafted By: Department of Community Development & Inspections

\\u2\acc\cp\ckays\1TIDs\TID16\PLAN-AMEND2\2Res-cpc-amnd2-adopt.odt

EXHIBIT "A"

**Project Plan Amendment Description
Tax Incremental District #16**

The Project Plan Amendment is to amend the TID boundaries to add the following four (4) contiguous parcels:

#80-4-222-19-301-0300

#80-4-222-19-302-0110

#80-4-222-19-302-0120

#80-4-222-19-302-0130

The Amendment does not involve any increase in project costs.

EXHIBIT "B"

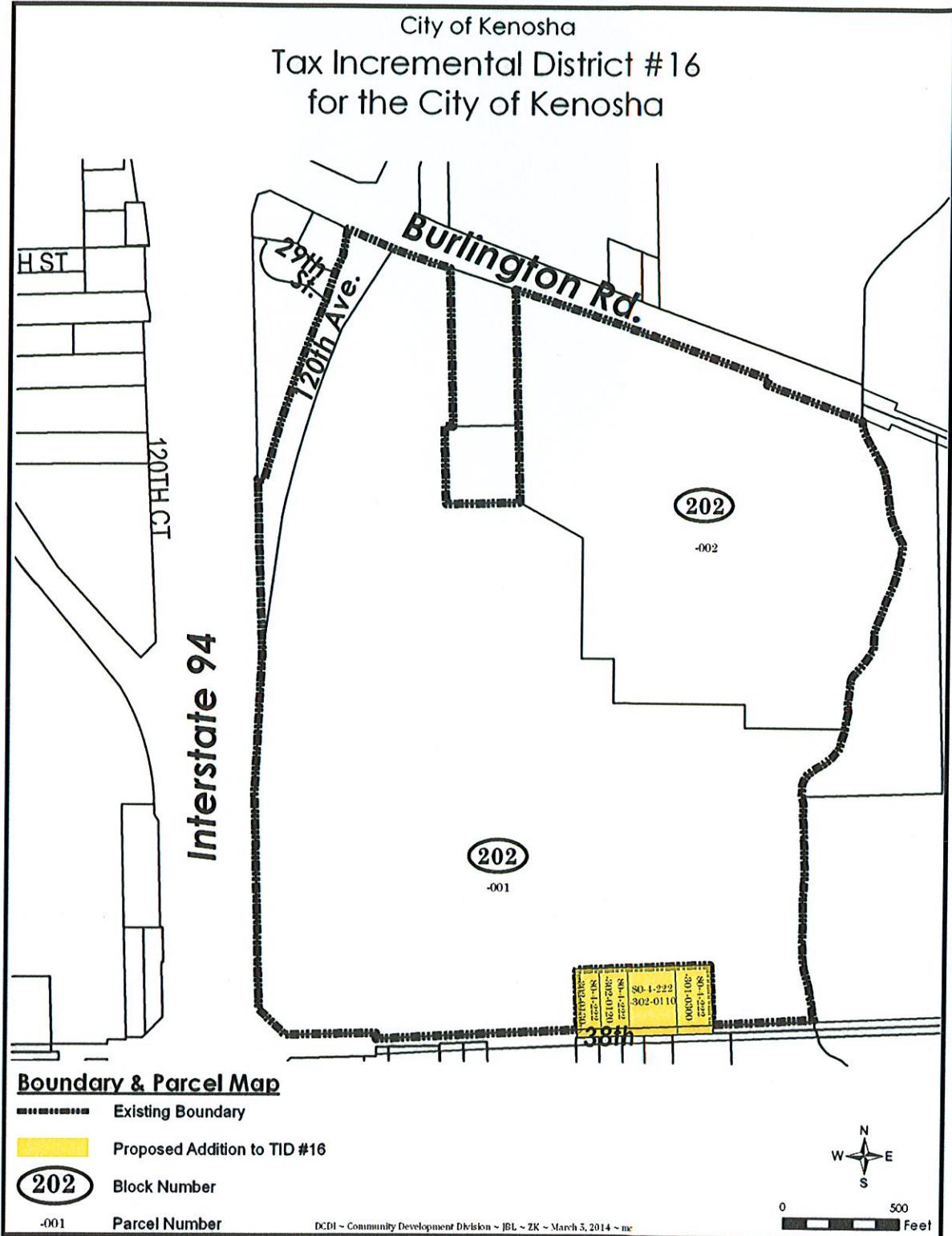
Amended Boundary Description Tax Incremental District #16

A part of the Southwest and Southeast quarters of Section 19 and the Northwest and Northeast quarters of Section 30, Township 2 North, Range 22 East, of the 4th Principal Meridian lying and being in the City of Kenosha, County of Kenosha, Wisconsin and being more particularly described as follows:

Commencing at the southwest corner of the northwest quarter of Section 30, Town 2 North Range 22 East of the Fourth Principal Meridian, thence N88°41'27"E along the south line of said quarter Section a distance of 398.19 feet to a point; thence perpendicular to said quarter section line a distance of 173.01 feet to the East right-of-way line of Interstate Highway 94, said right-of-way also includes 120th Avenue which may also be referred to as East Frontage Road, and the Point of Beginning; thence northerly distance of 2,257.64 feet, more or less, to a point which is the intersection of the east line of Interstate Highway 94 and the west line of 120th Avenue; thence northeasterly along said west right-of-way line a distance of 1,127.64 feet, more or less, to the intersection of said right-of-way line and the south right-of-way line of Burlington Road, which is also known as County Trunk Highway "S"; thence along said south right-of-way line a distance of 476.38 feet, more or less, to the intersection of said Burlington Road and the present City of Kenosha corporate limits; thence southerly along said corporate limits a distance of 676.42 feet, more or less, to a parcel of land currently identified as tax parcel 08-222-30-201-021; thence westerly along the north line of said tax parcel a distance of 37 feet, more or less; thence southerly along the west line of said tax parcel a distance of 330 feet, more or less; thence easterly along the south line of said tax parcel a distance of 310 feet, more or less, thence northerly along the east line of said tax parcel a distance of 330 feet, more or less, to the intersection of said tax parcel and the present City of Kenosha corporate limits; thence northerly along said corporate limits a distance of 581 feet, more or less, to the intersection of the City of Kenosha corporate limits and the south right-of-way line of Burlington Road; thence southeasterly along said right-of-way line a distance of 1,619 feet, more or less, to the center of a branch of the Des Plaines River, also described as the Kilbourn Road Ditch or the Kilbourn Ditch Creek; thence southerly along the center of said waterway a distance of 2,749 feet, more or less, to the intersection of the center line of said waterway, the present City of Kenosha corporate limits and the north right-of-way line of 38th Street; thence westerly along said right-of-way line a distance of 2,293 feet, more or less; thence northwesterly along said right-of-way line a distance of 198.5 feet, more or less, to the intersection of the north right-of-way line of 38th Street and the east right-of-way line of Interstate Highway 94 and the Point of Beginning; said Tax Incremental Financing District containing 164 Acres of land, more or less.

EXHIBIT "C"

Amended Boundary & Parcel Map
Tax Incremental District #16



RESOLUTION NO. _____

BY: THE MAYOR

**TO ADOPT A PROJECT PLAN AMENDMENT
FOR TAX INCREMENTAL DISTRICT #16,
CITY OF KENOSHA, WISCONSIN,
UNDER SECTION 66.1105(4)(h)1., WISCONSIN STATUTES**

WHEREAS, Section 66.1105 of the Wisconsin Statutes (the "TIF Law"), provides the authority and procedures for amending a project plan for a Tax Incremental District (TID); and

WHEREAS, the City Plan Commission on April 10, 2014, at a duly authorized, noticed and convened meeting under Section 66.1105(4)(h)1., Wisconsin Statutes, held a public hearing which afforded interested parties a reasonable opportunity to express their views on the Project Plan Amendment for TID #16, City of Kenosha, Wisconsin ("TID #16" or the "District"); and

WHEREAS, the Project Plan Amendment amends the TID #16 boundaries to add four (4) contiguous parcels, as described in and attached hereto as Exhibit "A" and as shown in Exhibits "B" and "C"; and

WHEREAS, at said meeting, the City Plan Commission, under Section 66.1105(4)(h)1., Wisconsin Statutes, found the Project Plan Amendment for TID #16, City of Kenosha, Wisconsin, to be feasible and in conformity with the Master Plan of the City of Kenosha, Wisconsin and found that the equalized value limit set forth in the TIF Law was satisfied by the Project Plan Amendment, adopted the Project Plan Amendment, and favorably recommended that the Common Council of the City of Kenosha adopt and approve the Project Plan Amendment.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that it:

1. Finds the Project Plan Amendment for TID #16, City of Kenosha, Wisconsin, to be feasible and in conformity with the Master Plan of the City; and
2. Deems the Project Plan Amendment to promote industrial development in the City of Kenosha, to be in the public interest and for a proper public purpose; and,
3. Finds that the improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District; and,
4. Confirms that not less than 50% by area of the real property within the District is suitable for "industrial uses" within the meaning of Section 66.1101, Wisconsin Statutes, and has been zoned for industrial uses; and,
5. Finds that the project costs directly serve to promote industrial development within the District consistent with the purpose for which the District was created; and,

EXHIBIT "B"

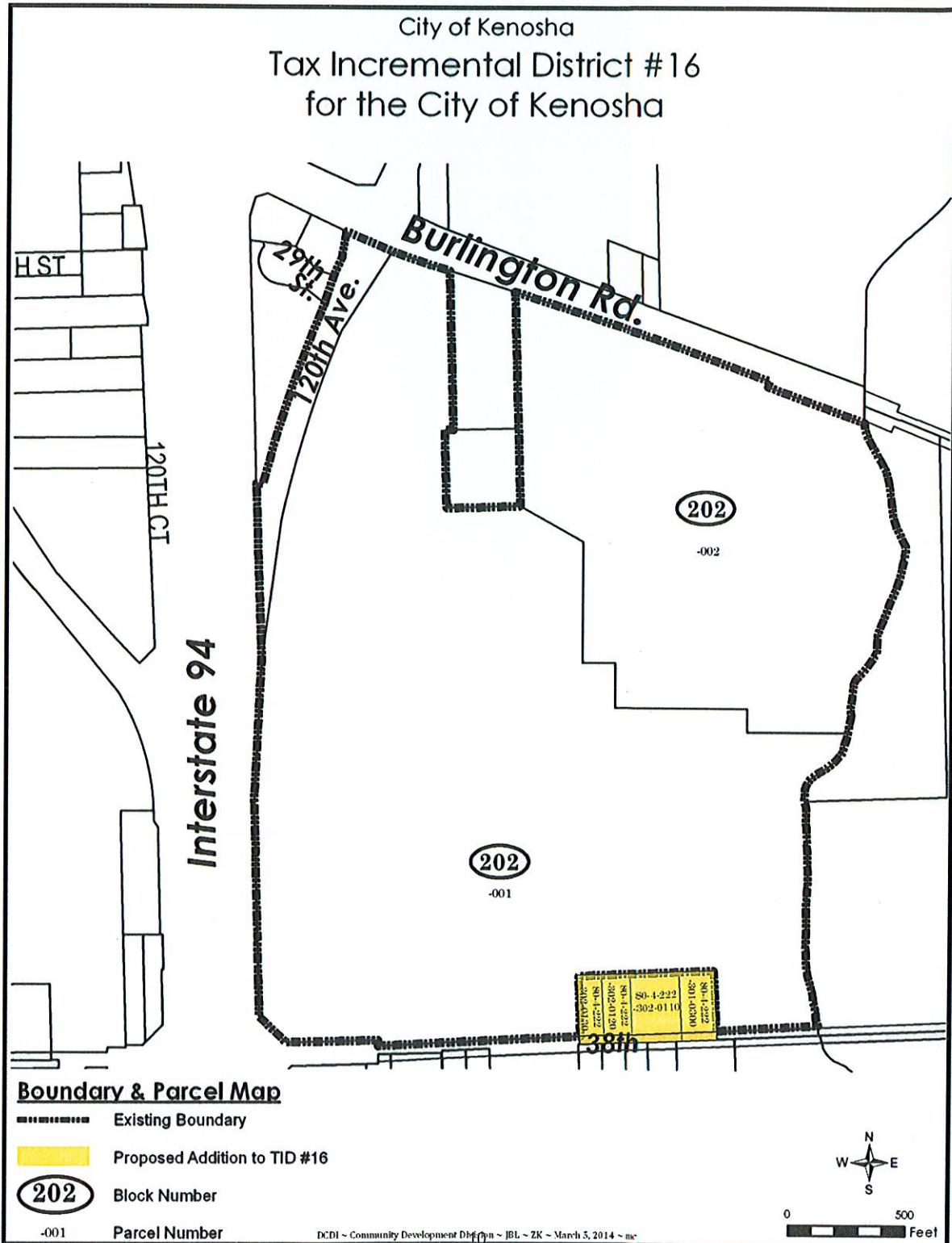
Amended Boundary Description Tax Incremental District #16

A part of the Southwest and Southeast quarters of Section 19 and the Northwest and Northeast quarters of Section 30, Township 2 North, Range 22 East, of the 4th Principal Meridian lying and being in the City of Kenosha, County of Kenosha, Wisconsin and being more particularly described as follows:

Commencing at the southwest corner of the northwest quarter of Section 30, Town 2 North Range 22 East of the Fourth Principal Meridian, thence N88°41'27"E along the south line of said quarter Section a distance of 398.19 feet to a point; thence perpendicular to said quarter section line a distance of 173.01 feet to the East right-of-way line of Interstate Highway 94, said right-of-way also includes 120th Avenue which may also be referred to as East Frontage Road, and the Point of Beginning; thence northerly distance of 2,257.64 feet, more or less, to a point which is the intersection of the east line of Interstate Highway 94 and the west line of 120th Avenue; thence northeasterly along said west right-of-way line a distance of 1,127.64 feet, more or less, to the intersection of said right-of-way line and the south right-of-way line of Burlington Road, which is also known as County Trunk Highway "S"; thence along said south right-of-way line a distance of 476.38 feet, more or less, to the intersection of said Burlington Road and the present City of Kenosha corporate limits; thence southerly along said corporate limits a distance of 676.42 feet, more or less, to a parcel of land currently identified as tax parcel 08-222-30-201-021; thence westerly along the north line of said tax parcel a distance of 37 feet, more or less; thence southerly along the west line of said tax parcel a distance of 330 feet, more or less; thence easterly along the south line of said tax parcel a distance of 310 feet, more or less, thence northerly along the east line of said tax parcel a distance of 330 feet, more or less, to the intersection of said tax parcel and the present City of Kenosha corporate limits; thence northerly along said corporate limits a distance of 581 feet, more or less, to the intersection of the City of Kenosha corporate limits and the south right-of-way line of Burlington Road; thence southeasterly along said right-of-way line a distance of 1,619 feet, more or less, to the center of a branch of the Des Plaines River, also described as the Kilbourn Road Ditch or the Kilbourn Ditch Creek; thence southerly along the center of said waterway a distance of 2,749 feet, more or less, to the intersection of the center line of said waterway, the present City of Kenosha corporate limits and the north right-of-way line of 38th Street; thence westerly along said right-of-way line a distance of 2,293 feet, more or less; thence northwesterly along said right-of-way line a distance of 198.5 feet, more or less, to the intersection of the north right-of-way line of 38th Street and the east right-of-way line of Interstate Highway 94 and the Point of Beginning; said Tax Incremental Financing District containing 164 Acres of land, more or less.

EXHIBIT "C"

Amended Boundary & Parcel Map
Tax Incremental District #16



RESOLUTION NO. 14-2

**BY: THE JOINT REVIEW BOARD FOR
TAX INCREMENTAL DISTRICT #16**

**TO APPROVE THE PROJECT PLAN AMENDMENT FOR
TAX INCREMENTAL DISTRICT #16,
CITY OF KENOSHA, WISCONSIN**

WHEREAS, Section 66.1105, Wisconsin Statutes, provides the authority and procedure for amending a project plan for a Tax Incremental District (TID); and,

WHEREAS, a Joint Review Board was convened under the authority of Section 66.1105(4m), Wisconsin Statutes, for the purpose of reviewing the public record, planning documents and the Resolution passed by the Common Council of the City of Kenosha, Wisconsin, under 66.1105(4)(h)1., Wisconsin Statutes relating to the proposed second Amendment of the Project Plan (the "Project Plan Amendment") of Tax Incremental District #16 of the City of Kenosha, Wisconsin ("TID #16" or the "District"); and,

WHEREAS, the Joint Review Board has completed its review.

NOW, THEREFORE, BE IT RESOLVED by the Joint Review Board for TID #16, City of Kenosha, Wisconsin, that it approves Resolution Number _____ adopted on May 5, 2014, by the Common Council of the City of Kenosha, Wisconsin, under Section 66.1105(4)(h)1., Wisconsin Statutes and the Project Plan Amendment, based on the following criteria:

1. That the development expected in the District would not occur without the use of tax incremental financing.
2. That the economic benefits of the District, as measured by increased employment, business and personal income and property value are sufficient to compensate for the cost of improvements.
3. That the benefits of the Tax Incremental District outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing districts.
4. That in its judgment, the development described in the Project Plan Amendment would not occur without the Project Plan Amendment.

Adopted this _____ day of _____, 2014

ATTEST: _____, Staff

APPROVED: _____, Chairperson

**STATEMENT OF KIND, NUMBER AND LOCATION OF ALL
PROPOSED PUBLIC WORKS OR IMPROVEMENTS WITHIN
THE DISTRICT AND A DETAILED LIST OF ESTIMATED
PROJECT COSTS AND WHEN COSTS ARE EXPECTED TO BE INCURRED**

The combined Development Grant costs approved in the TID #16 creation and first Project Plan Amendment include site preparation, mass grading, roadway, storm water and utility improvements, building and parking lot construction and equipment purchases and shall be located on non-wetlands or existing wetlands that will be converted to non-wetlands in compliance with state law and Wisconsin Department of Natural Resources approval. See attached maps for location of all improvements. The Development Grant cannot be provided to the developer until a Development Grant Agreement per Wisconsin Statute 66.1105 (2)(f)2.d is executed.

Costs of Issuance includes all City administrative, legal and related costs with creating the district and the first Project Plan Amendment, issuing the G.O. Promissory Notes, preparation of the Development Grant Agreements and any other activities associated with the district.

The second Project Plan Amendment does not involve any increase in project costs.

Description of Project Costs	2013	2014	2015	Total
1. Development Grant	\$17,000,000.00	\$5,010,000.00	\$0.00	\$22,010,000.00
2. Capitalized Interest	\$873,900.00	\$402,720.00	\$0.00	\$1,276,620.00
3. Costs of Issuance	\$326,100.00	\$107,280.00	\$0.00	\$433,380.00
Total	\$18,200,000.00	\$5,520,000.00	\$0.00	\$23,720,000.00

Costs to be Recovered by TID	2013	2014	2015	Total
1. Project Costs	--	--	--	\$23,720,000.00
2. Financing Costs	--	--	--	\$4,987,888.00
Total	--	--	--	\$28,700,917.00

Economic Feasibility Study

City of Kenosha
 TTD No. 16 - Phase I Combined with Phase II Proposed Amendment
 Estimated Tax Increments, Cash Flow and All Debt Service
 Level Debt Service

Assumptions:
 Mill Rate Increase: 0.00%
 Appreciation Rate: 0.00%

Date Prepared: 12/12/13

Change in Incremental Value During Year	Incremental Value		Collection Year	Tax Rate	Tax Increment Collections	Capitalized Interest	Less: \$18.2M Taxable C.O. Notes Dated 11/15/13	Less: \$5.52M 4.25% Taxable C.O. Notes Dated 04/01/14	Cash Fund Balance 12/31	Collection Year
	Amount	At 01/01 Amount								
2011			2013		0	873,900	0	0	873,900	2013
2012			2014		0	402,720	(388,352)	(97,750)	790,518	2014
2013	21,150,000 (B)	21,150,000	2015	30.70 (E)	649,305		(488,834)	(234,600)	716,389	2015
2014	159,385,500 (B)	180,535,500	2016	30.70	5,542,440		(1,938,835)	(834,600)	3,485,394	2016
2015	20,709,000	201,244,500	2017	30.70	6,178,206		(2,797,536)	(834,100)	6,031,964	2017
2016	(9,151,500) (A)	192,093,000	2018	30.70	5,897,255		(2,810,430)	(832,538)	8,286,252	2018
2017	(9,151,500) (A)	182,941,500	2019	30.70	5,616,304		(2,814,212)	(829,913)	10,258,431	2019
2018	(9,151,500) (A)	173,790,000	2020	30.70	5,335,353		(826,225)	(826,225)	12,161,499	2020
2019	(9,151,500) (A)	164,638,500	2021	30.70	5,054,402		(821,475)	(821,475)	13,777,020	2021
2020	(9,151,500) (A)	155,487,000	2022	30.70	4,773,451		(815,663)	(815,663)	15,094,859	2022
2021	(9,151,500) (A)	146,335,500	2023	30.70	4,492,500		(808,788)	(808,788)	16,107,948	2023
2022	(9,151,500) (A)	137,184,000	2024	30.70	4,211,549				20,319,497	2024
2023	(9,151,500) (A)	128,032,500	2025	30.70	3,930,598				24,250,094	2025
2024	(1,980,500) (A)	126,052,000	2026	30.70	3,669,796				28,119,891	2026
2025	0	126,052,000	2027	30.70	3,409,000				31,989,687	2027
2026	0	126,052,000	2028	30.70	3,148,204				35,859,484	2028
2027	0	126,052,000	2029	30.70	2,887,408				39,729,280	2029
2028	0	126,052,000	2030	30.70	2,626,612				43,599,076	2030
2029	0	126,052,000	2031	30.70	2,365,816				47,468,873	2031
2030	0	126,052,000	2032	30.70	2,105,020				51,338,669	2032
2031	0	126,052,000	2033	30.70	1,844,224				55,208,466	2033
2032	0	126,052,000	2034	30.70	1,583,428				59,078,262	2034
					86,509,530	1,276,620	(21,752,238)	(6,955,650)		

(A) Represents 10% annual depreciation of personal property.
 (B) \$114,385,500 Phase I plus \$45,000,000 Phase II
 (E) Estimated

Base Value 01/01/13 of \$994,400 plus \$465,500 Phase II = \$1,459,900

City of Kenosha, WI

\$18,200,000.00 Taxable G.O. Promissory Notes - Dated 11/15/13

TID No. 16

Final Sales Results

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/15/2013	-	-	-	-	-
09/01/2014	-	-	388,351.85	388,351.85	-
03/01/2015	-	-	244,417.25	244,417.25	388,351.85
09/01/2015	-	-	244,417.25	244,417.25	-
03/01/2016	-	-	244,417.25	244,417.25	488,834.50
09/01/2016	1,450,000.00	1.124%	244,417.25	1,694,417.25	-
03/01/2017	-	-	236,268.25	236,268.25	1,938,834.50
09/01/2017	2,325,000.00	1.596%	236,268.25	2,561,268.25	-
03/01/2018	-	-	217,714.75	217,714.75	2,797,536.50
09/01/2018	2,375,000.00	1.946%	217,714.75	2,592,714.75	-
03/01/2019	-	-	194,606.00	194,606.00	2,810,429.50
09/01/2019	2,425,000.00	2.398%	194,606.00	2,619,606.00	-
03/01/2020	-	-	165,530.25	165,530.25	2,814,212.00
09/01/2020	2,275,000.00	2.798%	165,530.25	2,440,530.25	-
03/01/2021	-	-	133,703.00	133,703.00	2,606,060.50
09/01/2021	2,350,000.00	3.296%	133,703.00	2,483,703.00	-
03/01/2022	-	-	94,975.00	94,975.00	2,617,406.00
09/01/2022	2,450,000.00	3.646%	94,975.00	2,544,975.00	-
03/01/2023	-	-	50,311.50	50,311.50	2,639,950.00
09/01/2023	2,550,000.00	3.946%	50,311.50	2,600,311.50	-
Total	\$18,200,000.00	-	\$3,552,238.35	\$21,752,238.35	-

Yield Statistics

Bond Year Dollars	\$118,608.89
Average Life	6.517 Years
Average Coupon	2.9949175%
Net Interest Cost (NIC)	3.7097412%
True Interest Cost (TIC)	3.2089709%
Bond Yield for Arbitrage Purposes	2.9686226%
All Inclusive Cost (AIC)	3.2483304%
IRS Form 8038	
Net Interest Cost	2.9949175%
Weighted Average Maturity	6.517 Years

2013 - \$18.2M Taxable Bond SINGLE PURPOSE | 11/4/2013 | 12:54 PM

Piper Jaffray & Co
Wisconsin Public Finance

Page 2

City of Kenosha, WI

\$5,520,000.00 Taxable G.O. Promissory Notes - Dated 04/01/14

TID No. 16 - Phase II

Preliminary Estimate

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
09/01/2014	-	-	97,750.00	97,750.00
09/01/2015	-	-	234,600.00	234,600.00
09/01/2016	600,000.00	4.250%	234,600.00	834,600.00
09/01/2017	625,000.00	4.250%	209,100.00	834,100.00
09/01/2018	650,000.00	4.250%	182,537.50	832,537.50
09/01/2019	675,000.00	4.250%	154,912.50	829,912.50
09/01/2020	700,000.00	4.250%	126,225.00	826,225.00
09/01/2021	725,000.00	4.250%	96,475.00	821,475.00
09/01/2022	750,000.00	4.250%	65,662.50	815,662.50
09/01/2023	795,000.00	4.250%	33,787.50	828,787.50
Total	\$5,520,000.00	-	\$1,435,650.00	\$6,955,650.00

Yield Statistics

Bond Year Dollars	533,780.00
Average Life	6.120 Years
Average Coupon	4.2500000%
Net Interest Cost (NIC)	4.4787744%
True Interest Cost (TIC)	4.5195423%
Bond Yield for Arbitrage Purposes	4.2505817%
All Inclusive Cost (AIC)	4.6253052%
IRS Form 8038	
Net Interest Cost	4.2500000%
Weighted Average Maturity	6.120 Years

2013 - \$5.6M Taxable Bond | SINGLE PURPOSE | 12/12/2013 | 8:47 AM

Piper Jaffray & Co.
Wisconsin Public Finance

**CHANGES IN ZONING ORDINANCE, MASTER PLAN,
MAP, BUILDING CODE AND CITY ORDINANCES**

It is expected that the land area of the new parcels (80-4-222-19-301-0300, 80-4-222-19-302-0110, 80-4-222-19-302-0120, 80-4-222-19-302-0130) that are zoned R-2 Residential will be re-zoned to M-2 Heavy Manufacturing when these parcels are combined into parcel 08-222-30-202-001. No other changes to the City of Kenosha Zoning Ordinance and no changes to the City of Kenosha Master Plan, Map, Building Code or City Ordinances are anticipated to accommodate the activities planned for this project plan amendment. All City ordinances and code documents are readily available for public inspection and are incorporated herein by reference.

LIST OF ESTIMATED NON-PROJECT COSTS

There are no non-project costs.

**STATEMENT OF THE PROPOSED METHOD FOR THE
RELOCATION OF PERSONS TO BE DISPLACED**

All individuals and businesses to be displaced as a result of the activities occurring within the district as a part of this project plan will be provided assistance in conformance with Chapter 32, Wisconsin Statutes, and in conformance with any other state and federal rules and regulations as applicable.

STATEMENT OF CONFORMITY TO CITY OF KENOSHA MASTER PLANS

The development of this project plan amendment conforms to the City of Kenosha's *Comprehensive Land Use Plan: 2035*, adopted April, 2010. The *Comprehensive Land Use Plan: 2035* is incorporated herein by reference.

STATEMENT OF ORDERLY DEVELOPMENT

Based upon the feasibility analysis of the proposed project plan amendment and the goals established for the City as a part of the *Comprehensive Land Use Plan: 2035*, the amendment of this Tax Incremental District promotes the orderly development of the City.

OFFICE OF THE CITY ATTORNEY
MUNICIPAL BUILDING
625 52ND STREET, ROOM 201
Kenosha, Wisconsin 53140
PHONE: (262) 653-1170
FAX: (262)-653-4176



EDWARD R. ANTARAMIAN
CITY ATTORNEY

MATTHEW A. KNIGHT
DEPUTY CITY ATTORNEY

WILLIAM K. RICHARDSON
ASSISTANT CITY ATTORNEY

JONATHAN A. MULLIGAN
ASSISTANT CITY ATTORNEY

CHRISTINE M. GENTNER
ASSISTANT CITY ATTORNEY

March 26, 2014

Honorable Mayor
and Common Council
City of Kenosha
Kenosha, Wisconsin 53140

Re: Project Plan Second Amendment for Tax Incremental
District Number 16 [TIF District No. 16]

Dear Mayor and Members of the Common Council:

I have reviewed the above and conclude that it is complete and complies with Section 66.1105(4)(f), Wisconsin Statutes.

Respectfully submitted,

Edward R. Antaramian
City Attorney

AMENDED MAPS

TAX INCREMENTAL DISTRICT #16

Since the proposed Project Plan Amendment involves a proposed Boundary Amendment, all of the maps were changed to include the proposed Boundary Amendment.

City of Kenosha
 Tax Incremental District #16
 for the City of Kenosha
 Site Vicinity Map

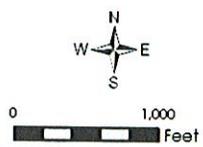


Existing T.I.D. #16
 Proposed Addition to TID #16

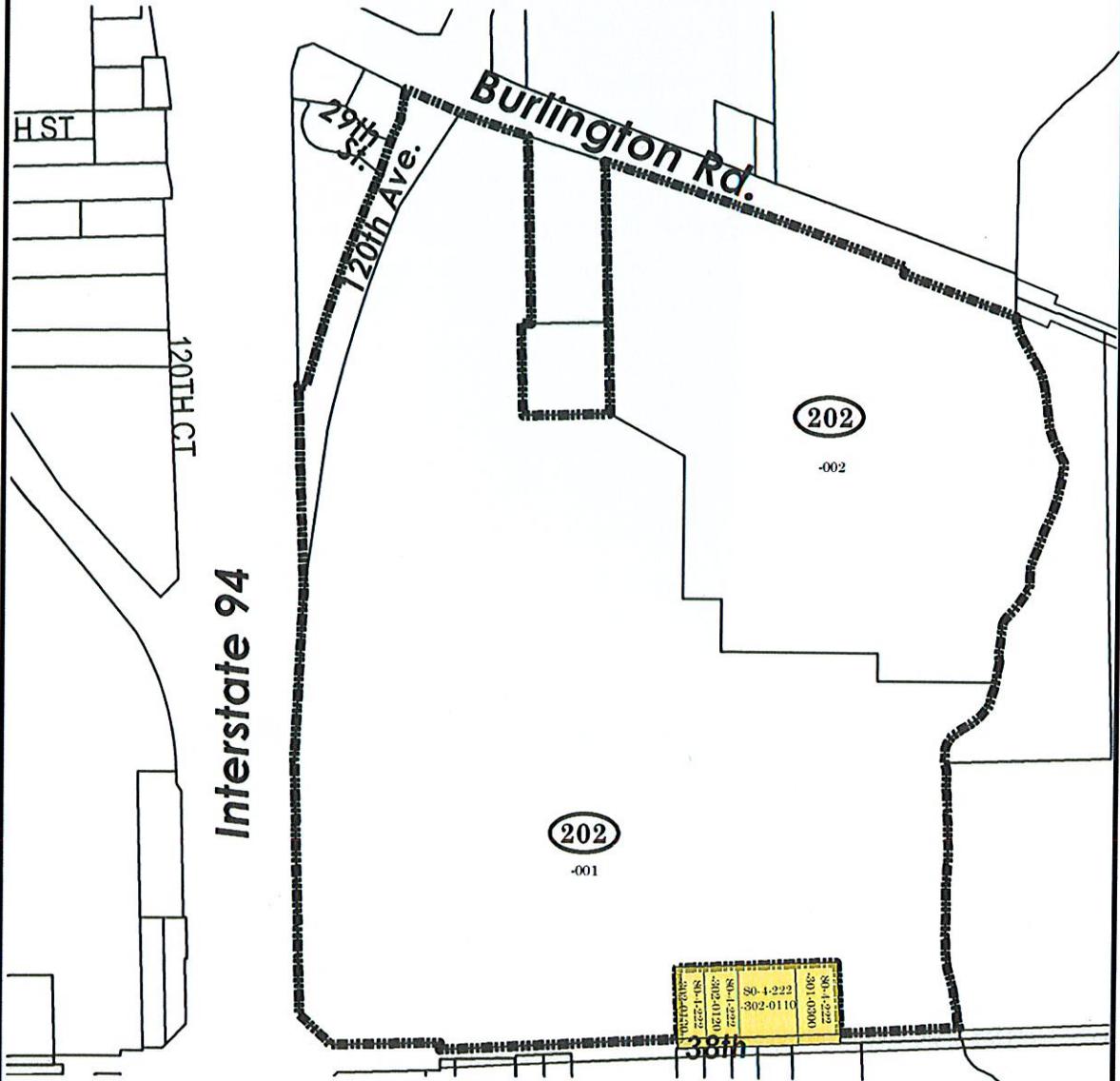
Site Location:
 North of 38th Street
 South of CTH "S" (Burlington Rd.)
 East of I-94 (120th Avenue Frontage Rd.)
 West of Kilbourn Road Ditch

Municipal Boundary

DCDI - Community Development Division - JBL - ZK - April 8, 2014 - mc



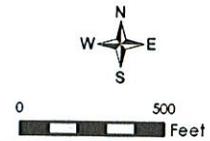
City of Kenosha
 Tax Incremental District #16
 for the City of Kenosha



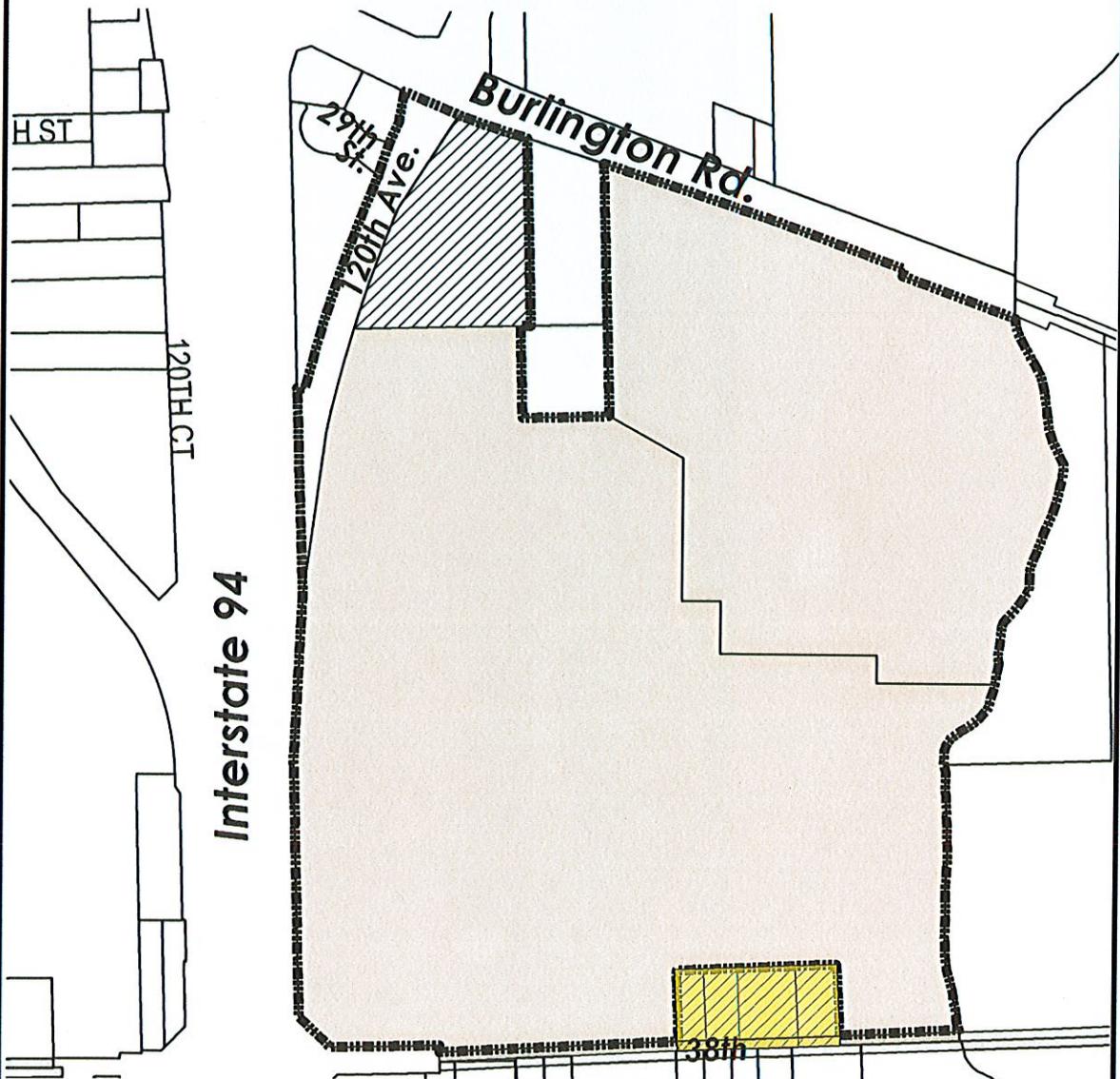
Boundary & Parcel Map

-  Existing Boundary
-  Proposed Addition to TID #16
-  Block Number
-  Parcel Number

DCDI - Community Development Division - JBL - ZK - March 3, 2014 - mc



City of Kenosha
 Tax Incremental District #16
 for the City of Kenosha



- Existing Land Use**
-  Existing Boundary
 -  Proposed Addition to TID #16
 -  Industrial
 -  Vacant

DCDI - Community Development Division - JBL - ZK - March 5, 2014 - mc

City of Kenosha
 Tax Incremental District #16
 for the City of Kenosha



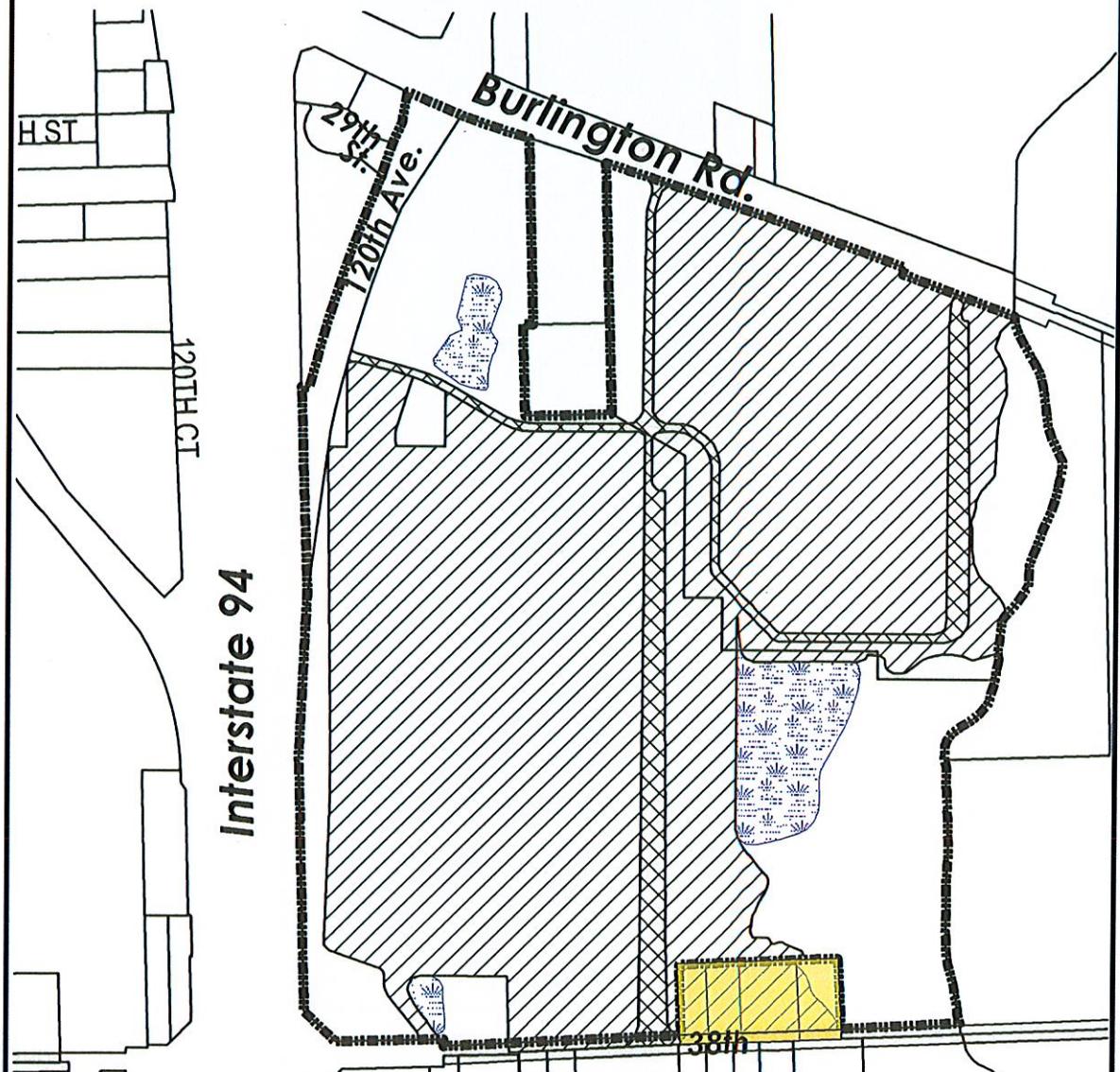
Existing Zoning

-  Existing Boundary
-  Proposed Addition to TID #16
-  M-2 Heavy Manufacturing
-  C-1 Upland Conservancy
-  C-2 Lowland Conservancy
-  FW Floodway

DCDI - Community Development Division - JBL - ZK - March 5, 2014 - mc



City of Kenosha
 Tax Incremental District #16
 for the City of Kenosha

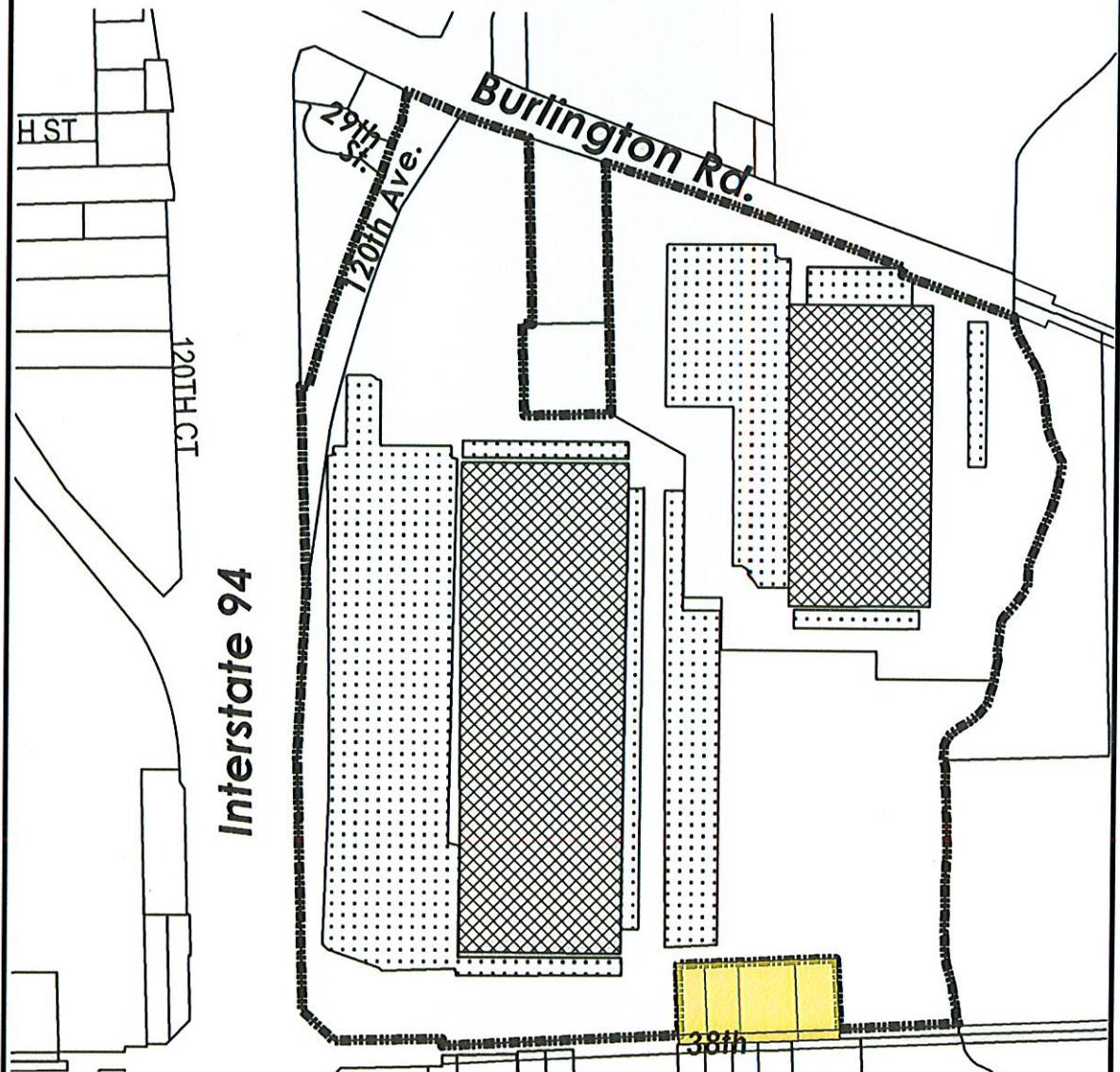


- Proposed Improvements**
-  Existing Boundary
 -  Proposed Addition to TID #16
 -  Site Preparation and Mass Grading
 -  Utility and Road Improvements
 -  Storm Water Improvements



DCDI - Community Development Division - JBL - ZK - March 5, 2014 - mc

City of Kenosha
 Tax Incremental District #16
 for the City of Kenosha



- Proposed Uses**
-  Existing Boundary
 -  Proposed Addition to TID #16
 -  Manufacturing Building, Construction & Equipment Purchase
 -  Parking Lot Construction

DCDI - Community Development Division ~ JBL ~ ZK ~ March 5, 2014 ~ mc

**KEITH G. BOSMAN
MAYOR**



*CITY OF KENOSHA
625 - 52nd Street
Kenosha, Wisconsin 53140
(262) 653-4000
Fax (262) 653-4010*

April 28, 2014

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby reappoint Mark Modory, 5238-38th Avenue, Kenosha, to the Kenosha City/County Joint Services Board of Directors, for a term to expire May 1, 2016.

I am confident Mr. Modory will continue to be a conscientious and hardworking member of the Joint Services Board of Directors.

Sincerely,
CITY OF KENOSHA

A handwritten signature in black ink, appearing to read "Keith G. Bosman", is written over the typed name and title.

Keith G. Bosman
Mayor

KGB:pml

**KEITH G. BOSMAN
MAYOR**



*CITY OF KENOSHA
625 - 52nd Street
Kenosha, Wisconsin 53140
(262) 653-4000
Fax (262) 653-4010*

April 28, 2014

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby reappoint Alderman Steve Bostrom, 1720-75th Street, Kenosha, to the Airport Commission for a term which will expire May 1, 2016. Alderman Bostrom filed his Statement of Economic Interest on April 16, 2014.

I am confident Alderman Bostrom will continue to be a conscientious and hardworking member of the Airport Commission.

Sincerely,
CITY OF KENOSHA

A handwritten signature in black ink, appearing to read 'Keith G. Bosman', is written over the printed name. The signature is fluid and cursive, with a long horizontal stroke at the end.

Keith G. Bosman
Mayor

KGB:pml

**KEITH G. BOSMAN
MAYOR**



*CITY OF KENOSHA
625 - 52nd Street
Kenosha, Wisconsin 53140
(262) 653-4000
Fax (262) 653-4010*

April 28, 2014

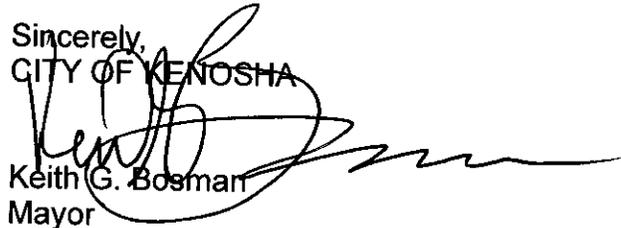
The Honorable Common Council
CITY OF KENOSHA
Kenosha WI 53140

Dear Ladies and Gentlemen:

I hereby appoint Alderman Rocco J. LaMacchia Sr, 2114-25th Avenue, Kenosha, to the Kenosha City/County Joint Services Board of Directors.

I am confident he will be a conscientious member of the Joint Services Board of Directors.

Sincerely,
CITY OF KENOSHA


Keith G. Bosman
Mayor

KGB:pml

**KEITH G. BOSMAN
MAYOR**



*CITY OF KENOSHA
625 - 52nd Street
Kenosha, Wisconsin 53140
(262) 653-4000
Fax (262) 653-4010*

April 28, 2014

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

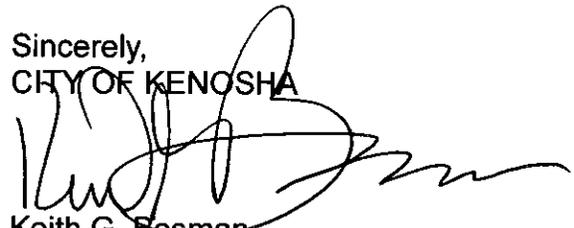
Dear Ladies and Gentlemen:

I hereby appoint Mark Pierog, 606-72nd Street, Kenosha, to the Civil Service Commission for a term which will expire June 7, 2016. Mr. Pierog filed his Statement of Economic Interest on April 17, 2014.

Mr. Pierog attended Maine Township High School and graduated with honors as an Illinois State Scholar. He studied Architectural Design and Business at the University of Illinois, Harper College, and Harrington College in Chicago. He has worked as Store Manager for Kohl's Corporation, Operations and Human Resource Manager for Office Depot, and joined the Home Depot Company as a Facility Manager in 1996, where he currently works in the position of Operations Manager. Along with wife Gail and children Jillian and Jackson, he has been a Kenosha resident since 1995.

I am confident Mr. Pierog will be a hardworking and conscientious member of the Civil Service Commission.

Sincerely,
CITY OF KENOSHA



Keith G. Bosman
Mayor

KGB:pml

**KEITH G. BOSMAN
MAYOR**



*CITY OF KENOSHA
625 - 52nd Street
Kenosha, Wisconsin 53140
(262) 653-4000
Fax (262) 653-4010*

April 28, 2014

The Honorable Common Council
CITY OF KENOSHA
Kenosha WI 53140

Dear Ladies and Gentlemen:

I hereby appoint Alderman Scott Gordon, 5204-46th Avenue, Kenosha, to the Mayor's Youth Commission for a term to expire November 1, 2014.

I am confident Alderman Gordon will be a conscientious and hardworking member of the Mayor's Youth Commission.

Sincerely,
CITY OF KENOSHA

A handwritten signature in black ink, appearing to read "Keith G. Bosman".

Keith G. Bosman
Mayor's

KGB:pml



ENGINEERING DIVISION
 SHELLY BILLINGSLEY, P.E.
 CITY ENGINEER

PARK DIVISION
 JEFF WARNOCK
 SUPERINTENDENT

FLEET MAINTENANCE
 MAURO LENCI
 SUPERINTENDENT

STREET DIVISION
 JOHN H. PRIJIC
 SUPERINTENDENT

WASTE DIVISION
 ROCKY BEDNAR.
 SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS

MICHAEL M. LEMENS, P.E., DIRECTOR
 SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

MUNICIPAL BUILDING · 625 - 52ND ST · RM 305 · KENOSHA, WI 53140
 TELEPHONE (262) 653-4050 · FAX (262) 653-4056
 EMAIL PUBLICWORKS@KENOSHA.ORG

May 1, 2014

To: Eric J. Haugaard, Chairman, Public Works Committee
 Scott N. Gordon, Chairman, Park Commission

From: Shelly Billingsley, P.E. *Shelly Billingsley*
 Deputy Director of Public Works /City Engineer

Subject: Project: 14-2013 Southport Marina Dredging
 Location: 97 57th Street

The Department of Public Works, Engineering Division has opened bids for the above referenced project. Engineer's Estimate was \$240,000. Budget amount is \$206,000 as amended by CIP Amendment.

This project consists of mechanical dredging of Southport Marina with disposal at Pennoyer Park with grading and restoration.

Following is the list of bidders:

Contractor	Ryba Marine Cheboygan, MI	Veit & Co. Rogers, MN	Luedtke Eng. Frankfort, MI	Marine Tech Duluth, MN	Groh Dredging Waukesha, WI
Base Bid	\$107,275	\$195,350	\$220,425	\$228,788.16	\$274,985
Alternate 1 Hauling to East of Maintenance Area	\$30,210	\$28,500	\$34,200	\$31,703.40	\$37,449
Alternate 2 Hauling to West of Maintenance Area	\$58,565	\$55,250	\$66,300	\$62,675.60	\$72,598.50
Total	\$196,050	\$279,100	\$320,925	\$323,167.16	\$385,032.50

It is recommended that this contract be awarded to Morrish Wallace Construction, Inc. d/b/a Ryba Marine Construction Co., Cheboygan, Michigan, for the base bid amount of \$107,275, \$30,210 for Alternate 1, \$58,565 for Alternate 2 plus \$9,950 in contingency for unforeseen conditions (if needed), for total award amount of \$206,000. Funding is from CIP Line Item PK-09-001.

SAB/kjb



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR.
SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS

MICHAEL M. LEMENS, P.E., DIRECTOR
SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

MUNICIPAL BUILDING · 625 - 52ND ST · RM 305 · KENOSHA, WI 53140
TELEPHONE (262) 653-4050 · FAX (262) 653-4056
EMAIL PUBLICWORKS@KENOSHA.ORG

May 2, 2014

To: Eric J. Haugaard, Chairman,
Public Works Committee

From: Shelly Billingsley, P.E. *Shelly Billingsley*
Deputy Director of Public Works /City Engineer

Subject: Project: 13-1551 Fire Station #4 Administrative Addition Re-Bid
Location: 4810 60th Street

Public Works Department staff received the bids and contract from City Administration and City Attorney's office for Project 13-1551 Fire Station #4 Administrative Addition Re-Bid.

It is recommended that this contract be awarded to Magill Construction Company, Inc. (Elkhorn, Wisconsin) for \$630,962. Funding is from CIP Line Item FI-13-003.

SAB/kjb

AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the
Thousand Fourteen
(In words, indicate day, month and year.)

day of May in the year Two

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Kenosha
625 - 52nd Street, Room 300
Kenosha, Wisconsin 53140
Telephone Number: 262.653.4000

and the Contractor:
(Name, legal status, address and other information)

Magill Construction Company, Inc.
977 Koopman Lane
Elkhorn, Wisconsin 53121
Telephone Number: 262.723.2283

for the following Project:
(Name, location and detailed description)

Addition to Kenosha Fire Station No. 4
4810 - 60th Street
Kenosha, Wisconsin 53140
Approximately 2,560 square foot steel framed, single story slab-on-grade addition to Fire Station No. 4 to accommodate Fire Department Administration.

The Architect:
(Name, legal status, address and other information)

Partners in Design Architects, Inc.
600 - 52nd Street, Suite 220
Kenosha, Wisconsin 53140
Telephone Number: 262.652.2800

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS**
- 2 THE WORK OF THIS CONTRACT**
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 4 CONTRACT SUM**
- 5 PAYMENTS**
- 6 DISPUTE RESOLUTION**
- 7 TERMINATION OR SUSPENSION**
- 8 MISCELLANEOUS PROVISIONS**
- 9 ENUMERATION OF CONTRACT DOCUMENTS**
- 10 INSURANCE AND BONDS**

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

May 28, 2014, weather permitting, if contract has been executed by all parties no later than May 11, 2014.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Two hundred and ten (210) days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Init.

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Two Hundred Fifty Dollars (\$250.00) per calendar day for each day of delay from the date of Substantial Completion in the Contract to the actual Date of Substantial Completion.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Six hundred thirty thousand, nine hundred sixty two and 00/100 (\$630,962.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Alternate No. 1 and Alternate No. 2.

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the fifteenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than forty five (45) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract

Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten percent (10.00 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent (10.00 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Init.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

1.00 % monthly

§ 8.3 The Owner’s representative:
(Name, address and other information)

Frank Pacetti
625 - 52nd Street, Room 300
Kenosha, Wisconsin 53140
Telephone Number: 262.653.4000

§ 8.4 The Contractor's representative:
(Name, address and other information)

Matt Magill
977 Koopman Lane
Elkhorn, Wisconsin 53121
Telephone Number: 262.723.3873

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
00 73 00	Supplementary Conditions	August 19, 2013	9

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Title of Specifications exhibit: Exhibit A, attached hereto.

Section	Title	Date	Pages
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§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Title of Drawings exhibit: Exhibit B, attached hereto.

Number	Title	Date
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§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Re-Bid Addendum No. 1	August 29, 2013	2

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

Init.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Magill Construction Construction Company, Inc. Bid Break-down. See Exhibit C.

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
Workers Compensation	\$1,000,000.00 Each accident
	\$1,000,000.00 Disease, policy limit
	\$1,000,000.00 Disease, each employee
Commercial General Liability	\$1,000,000.00 Each Occurrence
	\$2,000,000.00 General Aggregate
	\$1,000,000.00 Personal and Advertising Injury
	\$2,000,000.00 Products-Completed Operations Aggregate
Automobile Liability	\$1,000,000.00 Each Accident
Umbrella or Excess Liability	\$3,000,000.00 Over primary insurance
	\$10,000.00 Retention for self-insured hazards, each occurrence

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Michael M. Lemens, P.E., Director of Public Works
(Printed name and title)

CONTRACTOR *(Signature)*

Matt R. Magill, Vice President
(Printed name and title)

Init.

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 1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2
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Written Notice

2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7,
9.10, 10.2.2, 10.3, 11.1.3, 12.2.2, 12.2.4, 13.3, 14,
15.4.1

Written Orders

1.1.1, 2.3, 3.9, 7, 8.2.2, 12.1, 12.2, 13.5.2, 14.3.1,
15.1.2

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other

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facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume

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the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be

required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may

be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that

the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

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.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect,

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stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the

Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction

of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or

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otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the

Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an

additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

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SECTION 00 73 00

SUPPLEMENTARY CONDITIONS

PART 1 - GENERAL

1.1 GENERAL CONDITIONS

- A. The "General Conditions" of this contract is the American Institute of Architects (AIA) Document A201, the "General Conditions of the Contract for Construction," 2007 Edition, hereinafter referred to as the AIA General Conditions.
- B. Copies of the AIA General Conditions are on file and may be referred to at the office of the Architect. Copies of AIA Document A201, may be purchased from local Chapters of the American Institute of Architects.

1.2 PURPOSE

- A. The following supplements modify the AIA General Conditions. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

1.3 MODIFICATIONS TO AIA GENERAL CONDITIONS

A. Article 1: General Provisions

- 1. Add the following sentence to the end of Subparagraph 1.1.1:

"The Contract Documents executed in accordance with Subparagraph 1.5.1 shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations involving computers."

- 2. Add the following to the first sentence of Subparagraph 1.1.3:

"and shall include labor, materials, equipment and services provided by subcontractors, sub-subcontractors, material suppliers or any other entity for whom the Contractor is responsible under or pursuant to the Contract Documents."

- 3. In Subparagraph 1.2.1 delete the following:

" performance by the Contractor shall be required only to the extent required by the Contract Documents and reasonably inferable from them as being necessary to produce the intended results."

- 4. Add the following to Subparagraph 1.2.1:

".1 Where conflicts exist within or between parts of the Contract Documents, or between the Contract Documents and the applicable standards, codes and ordinances, the more stringent, or higher quality or greater quantity requirements shall apply. Large scale drawings take precedence over smaller scaled drawings, figured dimensions over scaled dimensions and noted materials over graphic representations. Whenever such a conflict is discovered, the Architect shall be immediately notified.

".2 The specifications are of the abbreviated type and include incomplete sentences. Omission of phrases such as "The Contractor shall," or "conforming to the requirements of" are intentional; omitted words or phrases shall be supplied by inference in the same manner as they are when a "Note" occurs on the drawings. Words in the singular shall include a plural whenever applicable, or the context so indicates."

- 5. Add the following to Paragraph 1.4:

Further, the singular shall include the plural and vice versa when appropriate.

6. Add the following Subparagraph 1.6.1 to Paragraph 1.6:

1.6.1 Contractor's Use of Instruments of Service in Electronic Form.

1.6.1.1 The Architects may, with the concurrence of the Owner, furnish to the Contractor versions of Instruments of Service in electronic form. The Contract Documents executed or identified in accordance with Subparagraph 1.1.1 shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations involving computers.

1.6.1.2 The Contractor shall not transfer or reuse Instruments of Service in electronic or machine readable form without the prior written consent of the Architect.

B. Article 2: Owner

1. Delete Subparagraph 2.2.1 in its entirety.
2. Add the following at the end of Paragraph 2.3.

"This right shall be in addition to and not in restriction or derogation of the owner's rights under Article 14 hereof."

C. Article 3: Contractor

1. Add the following Subparagraph 3.2.5 and 3.2.6 to Paragraph 3.2:

3.2.5 The Architect and the Contractor hereby jointly specifically acknowledge and declare that the Contract Documents are full and complete, and are sufficient to have enabled the Contractor to determine the cost of the Work therein and that the Drawings, the Specifications, and all Addenda are sufficient to enable the Contractor to construct the Work outlined therein in accordance with applicable laws, statutes, building codes and regulations, and otherwise to fulfill all his obligations hereunder. The Contractor further acknowledges that having carefully examined all Drawings, Specifications and documents that there are no discrepancies or omissions in the Contract Documents.

3.2.6 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for the Architect to evaluate and respond to the Contractor's requests for information, where such information was available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

2. Delete Subparagraph 3.4.2 in its entirety.
3. Add the following Subparagraphs 3.4.4 and 3.4.5 to 3.4:

3.4.4 After the Contract has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements - Division 1 of the Specifications.

3.4.5 By making requests for substitutions based on Subparagraph 3.4.4 above, the Contractor:

- .1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- .2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
- .3 certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent;

4. will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

3.4.6 Contractor, in accordance with Section 66.0903, Wis. Stats., and Section 5.10 of the City of Kenosha's Code of General Ordinances, as applicable, shall not pay its employees less than the acceptable prevailing wage rate, which is on file in the Office of the City of Kenosha's Department of Public Works, and incorporated herein by reference. One (1) copy of the prevailing wage rate, when and as applicable, shall be posted by Contractor on the Work site. Prior to final payment Contractor must provide Architect the Prime Contractor Affidavit of Compliance with Prevailing Wage Rate Determination. Contractor, within five (5) working days of written request shall furnish Architect with payroll data, certified under oath, showing the wage rate paid for every position engaged in the Project.

3.4.7 In the performance of the Work under this Contract, Contractor agrees not to discriminate against any employee or applicant for employment contrary to any Federal, State or local law, rule or regulation, because of race, religion, marital status, age, creed, color, sex, handicap, natural origin, or ancestry, sexual orientation, income level or source of income, arrest record or conviction records, less than honorable discharge, physical appearance, political beliefs or student status. Work is to be performed in accordance with the Federal Americans With Disabilities Act.

4. In Paragraph 3.5., delete the words "except for those inherent in the quality of the work the Contract Documents require or permit."
5. In Subparagraph 3.7.1, replace the words "the building permit" in line 2 and insert "all building permits" in lieu thereof.
6. Add the following two sentences to Subparagraph 3.7.1
The Owner shall pay fees for public or private water, gas, electrical, and other utility extensions at the site. The Contractor shall secure and arrange for all necessary utility connections.
7. Delete Subparagraphs 3.10.1, 3.10.2, and 3.10.3 in their entirety and substitute the following:

3.10.1 The Contractor shall prepare at least monthly a schedule summary report in a form and of sufficient detail and character as approved by the Owner. The report at a minimum shall specify whether the Project is on schedule, and if not, the reasons therefor and the new schedule.

The Contractor shall also prepare a report not later than thirty (30) calendar days after the contract is awarded which shall include a complete list of suppliers, items to be purchased from the suppliers or fabricators, time required for fabrication and the scheduled delivery dates for each item. As soon as available, copies of purchase orders shall be furnished to the Owner.

The Contractor shall prepare a monthly report in a form and of sufficient detail and character as approved by the Owner. Accompanying the report shall be an updated current project schedule, the updated report hereinabove described, a listing and status of all change requests, bulletins, modifications, etc.

The Contractor shall hold weekly meetings at the Job Site, or at such other time and frequency as are acceptable to the Owner. Progress of the Work shall be reported in detail with reference to construction schedules. Each interested Subcontractor shall have present a competent representative to report the condition of his work and to receive information.

8. Add Subparagraph 3.12.11 to Paragraph 3.12:

3.12.11 The Architect's review of Contractor's submittals will be limited to examination of an initial submittal and two (2) resubmittals. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for evaluation of such additional resubmittals.

9. Add the following Subparagraph 3.18.3 to Paragraph 3.18:

3.18.3 None of the foregoing provisions shall deprive the Owner or the Architect of any action, right or remedy otherwise available to them or either of them at common law.

D. Article 4: Administration of the Contract:

1. Add the following to the end of Subparagraph 4.2.8:

No change in the Work, whether by way of alteration or addition to the Work, shall be the basis of an addition to the Contract Sum or a change in the Contract Time unless and until such alteration or addition has been authorized by a Change Order executed and issued in accordance with and in strict compliance with the requirements of the Contract Documents. Any claim for increased cost for delay shall be asserted in accordance with the provisions of Article 15 unless the time is extended in writing by the Owner. This requirement is of the essence of the Contract Documents. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is in fact any such unjust enrichment, shall be the basis for any claim to an increase in the Contract Sum or change in the Contract Time.

E. Article 6: Construction by Owner or by Separate Contractors

1. In Subparagraph 6.2.4, delete the word "wrongfully" in lines 1 and 2.

F. Article 7: Changes in the Work

1. Add the following Subparagraph 7.1.4 to Paragraph 7.1:

7.1.4 The combined overhead and profit included in the total cost to the Owner of a change in the Work shall be based on the following schedule:

.1 For the Contractor, for Work performed by the Contractor's own forces, ten percent (10%) of the cost.

.2 For the Contractor, for Work performed by the Contractor's Subcontractors, five percent (5%) of the amount due the Subcontractors.

.3 For each Subcontractor involved, for Work performed by that Subcontractor's own forces, ten percent (10%) of the cost.

.4 For each Subcontractor involved, for Work performed by the Subcontractor's Sub-subcontractors, five percent (5%) of the amount due the Sub-subcontractor.

.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.1.

.6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are

Subcontracts, they shall be itemized also. In no case will a change involving over \$250.00 be approved without such itemization.”

2. Add the following Subparagraph 7.1.5 to Paragraph 7.1:

7.1.5 Except as permitted in Section 7.3, a change in the Stipulated Lump Sum Fee due Architect under Section 11.1 of the attached AIA B108 Agreement or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor expressed or implied acceptance of alterations or additions to the Work, and no claim the Owner has been unjustly enriched by any alteration of or addition to the Work, shall be the basis of any claim to an increase to the Contract Sum or Contract Time.

G. Article 9: Payments and Completions

1. Add the following to Subparagraph 9.3.1:

The form of Application for Payment, duly notarized, shall be current authorized edition of AIA Document G702, Application and Certificate for Payment, supported by a current authorized edition of AIA Document G703, Continuation Sheet.

9.3.1.3 The Contractor's Application for Payment shall be made monthly.

9.3.1.4 Submit all payment requests to the Architect for all Work completed during the previous time period in accord with the schedule set forth in the General Requirements - Division 1 of the specifications. Requests submitted late will not be processed until the following month.

.1 The Contractor's partial waiver of lien, for the full amount of the payment, shall accompany the first payment application. Each subsequent payment application shall be accompanied by the Contractor's partial waiver of lien, and by partial waiver of lien from all Subcontractors and suppliers who were included in the immediately preceding payment application, to the extent of that payment, including any retainage paid to the subcontractor or supplier.

.2 If the Contractor does not submit the next payment application 30 days after the date the Owner issues the payment on the immediately preceding application, the Contractor shall submit partial waivers of lien from all Subcontractors and suppliers who were included on the immediately preceding application, to the extent of that payment, including any retainage paid to the Subcontractor or supplier, within 30 days after the Contractor receives the immediately preceding payment from the Owner.

2. Add the following to subparagraph 9.3.3:

The Contractor shall indemnify and hold the Owner harmless from any liens, claims, security interest or encumbrances filed by the Contractor, Subcontractors, or anyone claiming by, through or under any of them.

3. Delete Subparagraph 9.5.3 and add the following new Subparagraph 9.5.3:

9.5.3 Payments to Subcontractors by the Owner.

.1 If the Owner fails to approve a Contractor's Application for Payment for a cause which the Owner determines is the fault of the Contractor and not the fault of a particular Subcontractor, or if the Contractor fails to make a payment which is properly due to a particular Subcontractor, the Owner may pay such Subcontractor directly, less the amount to be retained under his subcontract. Any amount so paid by the Owner shall be repaid to the Owner by the Contractor in the manner set forth in Paragraph 2.4.

.2 The Owner shall have no obligation to pay, or see to the payment of, any monies to any Subcontractor. Nothing contained in Subparagraph 9.5.3 shall be

deemed to create any contractual relationship between the Owner and any Subcontractor or to create any rights in Subcontractor against the Owner.

4. In Paragraph 9.7, delete the words "or awarded by binding dispute resolution" in the first sentence, and add the following to the end of the subparagraph:

Notwithstanding the foregoing where there exists a bona fide dispute between Owner and Contractor, Contractor must continue to work if the money in dispute is either put in escrow or the lender agrees to set aside funds and pay such funds, if necessary, when the dispute is resolved.

5. Add the following Clause 9.8.3.1 to Subparagraph 9.8.3:

9.8.3.1 Except with the consent of the Owner, the Architect will perform no more than three (3) inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for any additional inspections.

6. Add the following Clause 9.10.1.1 to Subparagraph 9.10.1:

9.10.1.1 Except with the consent of the Owner, the Architect will perform no more than three (3) inspections to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for any additional inspections.

7. Add the following after "liens" and before "claims" in 9.10.2(5):

Affidavits of Compliance with Prevailing Wage Determination (both for CONTRACTOR and all subcontractors)

8. Add the following Paragraph 9.11 to Article 9:

9.11 Liquidated Damages

9.11.1 The General Contractor is solely responsible for substantially completing the Work of the project by the scheduled Substantial Completion Dates. This responsibility includes all Work including that of the General Contractor's forces, assigned Contractors, Subcontractors and suppliers. The General Contractor acknowledges that the Owner will suffer significant financial loss if the project is not Substantially Complete on the date set forth in the Contract Documents. The General Contractor further acknowledges that the measure of such loss would not be susceptible to precise calculation. To protect the Owner against said loss, the Owner and the General Contractor hereby agree that the General Contractor and the General Contractor's surety, if any, shall be liable for and shall pay to the Owner liquidated damages as follows:

Two Hundred Fifty Dollars (\$250.00) per calendar day for each day of delay from the Date of Substantial Completion in the Contract to the actual Date of Substantial Completion."

9. Add the following Paragraph 9.12 to Article 9:

CONTRACTOR shall promptly, upon receipt of written demand from Owner or Architect, refund any overpayments received thereby. Should Contractor not timely comply with said request, Contractor shall pay Owner interest for said amount at the rate of one percent (1%) per month on the unpaid balance, until paid in full. Should Contractor owe Owner any money which is lawfully due and payable on any account receivable or on any personal property tax, forfeiture or license or permit fee, whether or not related to the Project, Contractor authorizes Owner to set off and deduct said amount from any payment due Contractor hereunder.

- H. Article 10: Protection Of Persons And Property Add to Subparagraph 10.2.7 the following:

1. " for persons and property."
2. Add the following Subparagraph 10.2.9 to paragraph 10.2:

10.2.9 The Contractor, prior to commencing the Work, shall submit to the Architect, in writing, a statement certifying that he is familiar with the Manual of Accident Prevention in Construction by the Associated General Contractors of America, current edition, and further that he will maintain at the Project a copy of said publication and will strictly enforce the applicable requirements of same. Contractor will also state the name of the Contractor's Safety Engineer who will be responsible for enforcing all Safety Requirements.

I. Article 11: Insurance And Bonds

1. Modify Subparagraph 11.1.1 as follows: In the first line following the word "maintain" insert the words:

in a company or companies to which the Owner has no reasonable objection and is

2. Add the following new clauses to Subparagraph 11.1.1:

.9 The Contractor shall also purchase and maintain such insurance as will protect the Owner and the Architect and their agents and employees from and against all claims, damages, losses, and expenses including Attorney's fees arising out of or resulting from the performance of the Work provided that such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, or Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party to whom insurance is afforded pursuant to this subparagraph.

.10 In any and all claims against the Owner or the Architect or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the insurance obligation under this Subparagraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation Acts, disability benefit acts or other employee benefit acts.

.11 The insurance obligations of the Contractor under this subparagraph shall not extend to the liability of the Architect, the Architect's consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, the Architect's consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

.12 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. Premises Operations, including X (explosion), C (collapse), and U (underground) coverage as applicable.
2. Independent Contractor's Protective.
3. Products and Completed Operations.
4. Personal Injury Liability with Employment Exclusion deleted.
5. Contractual, including specified provision for Contractor's obligation under Paragraph 3.18.

- 6. Owner, non-owned and hired motor vehicles.
- 7. Broad Form Property Damage including Completed Operations.
- .13 If the General Liability coverage is provided by a Commercial General Liability Policy on an occurrence basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.
- .14 The policy shall name the Owner as an additional insured. Further, Contractor shall provide Owner with a copy of the endorsement naming the Owner as an additional insured.

3. Add the following to Subparagraph 11.1.2:

All insurance to be provided by the architect shall be written by companies with a current A.M. Best rating of at least A-/X and/or otherwise reasonably acceptable to Owner.

4. Add the following Clause 11.1.2.1 to 11.1.2.4 to Subparagraph 11.1.2:

11.1.2.1 The limits for Worker's Compensation and Employers' Liability insurance shall meet statutory limits mandated by State and Federal Laws. If (1) limits in excess of those required by statute are to be provided or (2) the employer is not statutorily bound to obtain such insurance coverage, or (3) additional coverages are required, additional coverages and limits for such insurance shall be as follows:

\$1,000,000.00	Each accident
\$1,000,000.00	Disease, policy limit
\$1,000,000.00	Disease, each employee

11.1.2.2 The limits for Commercial General Liability insurance including coverage for Premises-Operations, Independent Contractor's Protective, Products-Completed Operations, Contractual Liability, Personal Injury and Broad Form Property Damage (including coverage for Explosion, Collapse and Underground hazards) shall be as follows:

\$1,000,000.00	Each Occurrence
\$2,000,000.00	General Aggregate
\$1,000,000.00	Personal and Advertising Injury
\$2,000,000.00	Products-Completed Operations Aggregate

- .1 The policy shall be endorsed to have the General Aggregate apply to this Project only.
- .2 The Contractual Liability insurance shall include coverage sufficient to meet the obligations in AIA Document A201-1997 under Paragraph 3.18.
- .3 Products and Completed Operations insurance shall be maintained for a minimum period of at least three (3) year(s) after either 90 days following Substantial Completion or final payment, whichever is earlier.

11.1.2.3 Automobile Liability insurance (owned, non-owned and hired vehicles) for bodily injury and property damage shall be as follows:

\$1,000,000.000	Each Accident
-----------------	---------------

11.1.2.4 Umbrella or Excess Liability coverage shall be as follows:

\$3,000,000.00	Over primary insurance
\$10,000.00	Retention for self-insured hazards, each occurrence

5. Add the following sentences to Subparagraph 11.1.3:
 If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be AIA Document G715, Certificate of Insurance. If this insurance is written on a Commercial General Liability policy form, ACORD form 25S will be acceptable. A copy of each Certificate of Insurance shall be furnished to the Architect. The Certificates shall indicate OWNER as an additional insured.
 6. Add the following sentence to Clause 11.3.1.1:
 The form of policy for this coverage shall be Completed Value.
 7. Add the following sentence to Clause 11.3.1.3:
 The property insurance is written with a deductible of \$1,000.00 per occurrence.
 8. Add the following Clause 11.3.1.6 to Subparagraph 11.3.1:
 11.3.1.6 The insurance required by Paragraph 11.3 is not intended to cover machinery, tools or equipment owned or rented by the Contractor that are utilized in the performance of the Work but not incorporated into the permanent improvements. The Contractor shall, at the Contractor's own expense, provide insurance coverage for owned or rented machinery, tools or equipment, which shall be subject to the provisions of Subparagraph 11.3.7.
 9. Add the following sentence to Subparagraph 11.3.7:
 In waiving rights of recovery under terms of the subparagraph, the term "Owner" shall be deemed to include his employees as the Owner's representatives as provided for in the Contract Documents. Further, the waiver of subrogation shall apply only to the extent of actual recovery of insurance proceeds.
 10. Delete Subparagraph 11.4.1 and substitute the following:
 11.4.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Contractor's usual source and cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to one hundred percent (100%) of the Contract Sum.
 11.4.1.1 The Contractor shall deliver required bonds to the Owner not later than three (3) days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.
 11.4.1.2 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.
- J. Article 12 - Uncovering and Correction of Work
1. In Clause 12.2.2.1 of Subparagraph 12.2.2, delete the words "unless the Owner has previously given the Contractor a written acceptance of such condition" in lines 5 and 6.
 2. In the second sentence of Subparagraph 12.2.5 "Section 12.2.2" shall be corrected to read "Section 12.2.2.2."
- K. Article 13 - Miscellaneous Provisions
1. 13.3 shall be deleted and replaced with the following:
 Any notice required to be given pursuant to this Contract shall be in writing and delivered by hand, courier service providing proof of delivery or certified mail return receipt requested, to the addresses indicated below, or such address as the parties

indicate in writing. Notice shall be effective as of the date of delivery if by hand or courier service, or mailing, if by certified mail, return receipt requested.

If to Owner: City Clerk/Treasurer
625 52nd Street, RM 105
Kenosha, Wisconsin 53140

Copy to: Director of Public Works
625 52nd Street, RM 305
Kenosha, Wisconsin 53140

If to Architect: Thomas J. O'Connell, Jr.
Partners in Design Architects
600 52nd Street, Suite 220
Kenosha, Wisconsin 53140

If to Contractor: Magill Construction Company, Inc.
977 Koopman Lane
Elkhorn, WI 53121

2. Add Subparagraph 13.4.3 as follows:

13.4.3 The invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner whatsoever the validity, enforceability or effect of the remainder other Contract Documents.

3. In Paragraph 13.6, delete the words "legal rate prevailing from time to time at the place" in lines 4 and 5, and insert "specified from time to time by statute to be paid on money judgements awarded by the Federal Courts" in lieu thereof.

L. Article 14 – Termination or Suspension of the Contract

1. Delete 14.1.4.

2. Add 14.2.1.5 and 14.2.1.6 as follows:

.5 failure to provide notice of subcontractors pursuant to 5.2.1 or uses a subcontractor to which Owner objects (5.2.2).

.6 utilizes employees that are uncooperative with or disrespectful to Owner's employees or Architect.

M. Article 15 Claims and Disputes

1. Delete the following in 15.3.2:

"which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement."

2. Add the following after the first sentence in 15.3.2:

The parties shall mutually agree upon a mediator.

3. Delete the following in 15.4.1:

"which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement."

4. Add the following after the first sentence in 15.4.1:

Owner and Contractor will each select an arbitrator within ten (10) days of selecting arbitration. The arbitrators shall have ten (10) days thereafter to mutually agree upon a third arbitrator. None of the arbitrators shall have a financial interest in the contract or the business of either party. The decision of the majority of the arbitrators shall be determinative of the Claim(s).

END OF SECTION 00 73 00

SECOND AMENDMENT TO

LEASE

Between

**THE CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation,**

**BOARD OF PARK COMMISSIONERS
OF THE CITY OF KENOSHA, WISCONSIN,
A Municipal Park Commission**

And

**BASEBALL LIKE IT OUGHTA BE, LLC,
A Wisconsin Limited Liability Company**

**NORTHWOODS LEAGUE, INC.
A Florida Corporation**

This Second Amendment to Lease (“SECOND AMENDMENT”) is made and entered into between the CITY OF KENOSHA, WISCONSIN, the BOARD OF PARK COMMISSIONERS OF THE CITY OF KENOSHA, WISCONSIN hereafter referred to collectively as “CITY” and BASEBALL LIKE IT OUGHTA BE, LLC and NORTHWOODS LEAGUE, INC., hereinafter referred to collectively as “LESSEE”. This SECOND AMENDMENT shall be effective upon approval and execution by the parties. The effective date shall be the date of last execution.

W I T N E S S E T H:

WHEREAS, the CITY and LESSEE entered into a Lease for the use of Simmons Athletic Field, hereafter referred to as the “PREMISES”, with the date of last execution of the Lease being January 25, 2013; and

WHEREAS, the CITY and LESSEE entered into a FIRST AMENDMENT to the Lease for the use of Simmons Athletic Field with the date of last execution of the FIRST AMENDMENT being June 25, 2013; and

WHEREAS, pursuant to Article 4.2 of the Lease, the LESSEE, at LESSEE's expense, is to complete IMPROVEMENTS to the PREMISES from the list of IMPROVEMENTS attached as Exhibit B to the Lease. A copy of Exhibit B is attached to this SECOND AMENDMENT; and

WHEREAS, one of the IMPROVEMENTS listed on Exhibit B is “Outfield fence – cover with plywood” at an estimated cost of \$10,000; and

WHEREAS, for aesthetic, maintenance and durability considerations, the LESSEE desires to

cover the outfield fence with navy blue vinyl-coated mesh windscreen in place of plywood at the same estimated cost of \$10,000.

NOW THEREFORE, in consideration of the mutual undertakings, understandings, and agreements hereinafter set forth, the CITY and the LESSEE agree as follows:

1. The foregoing recitals are incorporated into this SECOND AMENDMENT as if fully set forth in this Paragraph.
2. The IMPROVEMENTS listed on Exhibit B attached to the Lease and this Second AMENDMENT as “Outfield fence- cover with plywood” is amended to read “Outfield fence – cover with navy blue vinyl-coated mesh windscreen” with an estimated cost of \$10,000.
3. The technical specifications for the vinyl-coated mesh windscreen manufactured by Beacon Athletics to be used by the LESSEE to cover the outfield fence are attached as Exhibit 1.
4. Capitalized terms used in this SECOND AMENDMENT, and not otherwise defined shall have the meanings given to such terms in the Lease.
5. This SECOND AMENDMENT shall inure to the benefit of the parties and be binding upon their successors.
6. This SECOND AMENDMENT shall be construed under the laws of the State of Wisconsin.
7. This SECOND AMENDMENT may be executed in any number of counterparts, each of which shall constitute an original, and which taken together shall constitute one and the same instrument.
8. Except as otherwise provided in this SECOND AMENDMENT, all other terms and conditions of the Lease and the FIRST AMENDMENT remain in full force and effect.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK
SIGNATURES APPEAR ON THE FOLLOWING PAGES**

IN WITNESS WHEREOF, the parties hereto have hereunto executed this FIRST AMENDMENT on the dates below given.

**THE BOARD OF PARK COMMISSIONERS
OF THE CITY OF KENOSHA
a Municipal Park Commission**

BY: _____
SCOTT N. GORDON, Chairperson

Date: _____

BY: _____
MICHAEL M. LEMENS,
Director of Public Works

Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2014, **SCOTT N. GORDON, Chairperson** of the **Board of Park Commissioners of the City of Kenosha** and **MICHAEL M. LEMENS, Director of Public Works** of the **CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation, to me known to be such Chairperson and Director of Public Works, 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: _____

**THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation**

BY: _____
KEITH G. BOSMAN, Mayor,
Date: _____

BY: _____
DEBRA SALAS
City Clerk/Treasurer
Date: _____

**STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)**

Personally came before me this _____ day of _____, 2014, **KEITH G. BOSMAN, Mayor**, and **DEBRA SALAS, City Clerk/Treasurer** of the **CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said municipal corporation, by its authority.

Notary Public, Kenosha County, WI.
My Commission expires/is: _____

NORTHWOODS LEAGUE, INC.
a Florida Corporation

BY: _____
RICHARD R. RADATZ, JR., President

Date: _____

STATE OF MINNESOTA)
:SS.
OLMSTED COUNTY)

Personally came before me this ____ day of _____, 2014, **RICHARD R. RADATZ, JR., President**, of the **NORTHWOODS LEAGUE, INC.** to me known to be such President and acknowledged that he executed the foregoing instrument as such officer as the Agreement of said corporation, by its authority.

Notary Public, Olmsted County, MN
My Commission expires/is: _____

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney

BASEBALL LIKE IT OUGHTA BE FUNDED PROJECTS	
Simmons Field Improvements	
Project:	Cost:
Phase 1	
Demolition	\$25,000
Concession Stand Upgrades	\$24,860
Merchandise Stand buildout in clubhouse bldg	\$13,465
Office building/ ticket booth exterior updates	\$8,250
Netting reconstruction	\$5,000
Stain stamped concrete brick wall	\$5,000
Install & provide 4 top tables	\$18,700
Grandstand (seat install, aesthetic work, sandblasting, etc)	\$61,687
Design costs	\$15,000
Phase 1 total:	\$176,962
Phase 2 (by May 1 2014)	
Outfield fence - cover with plywood	\$10,000
Field Updating and Maintenance	\$10,000
Scoreboard	\$10,000
Painting	\$8,250
Concessions Updgrades	\$35,140
Total Cost:	\$250,352



Windscreen Technical Specifications – Standard Vinyl-Coated Mesh (VCM 9X12)

Fiber Construction:	Woven Polyester
Weave Count:	9 x 12 Yarns/in. ²
Percent Shade:	Approximately 84%
Weight:	8.2-oz./yd. ² (+/- 10%)
Air Flow – ASTM D-737:	340 C.F.M.
Tensile Strength – ASTM D-5034:	230 x 200
Tongue Tear Strength – ASTM D-5587:	100 x 110
UV-Resistance:	83% tensile strength retained after 1,000 hrs.
Color(s):	Forest Green, Kelly Green, Yellow, Red, Royal Blue, Navy Blue, Carolina Blue, Burgundy, Purple, Orange, Brown, Tan, Black, Gray, White
Warranty:	Limited 3-year pro-rated warranty against fabric and manufacturing defects, as well as breakdown from UV light

CONSTRUCTION

Panels will have heat-sealed edges on all sides featuring no-stitch heat-bonded hems with brass grommets spaced at 18” center-to-center distance. Panels made 7’ or taller will typically have a mid-line lacing strip that is also reinforced and have grommets spaced every 18”. Panels made over 6’ tall may also have a horizontal heat-sealed seam apart from the lacing strip.

6” x 12” framed air vents or 18” diameter half-circle wind flaps can be installed in any panel as requested by the customer.

The above typical values are intended as guides and do not represent specification limits.



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR.
SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS

MICHAEL M. LEMENS, P.E., DIRECTOR
SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

MUNICIPAL BUILDING · 625 - 52ND ST · RM 305 · KENOSHA, WI 53140
TELEPHONE (262) 653-4050 · FAX (262) 653-4056
EMAIL PUBLICWORKS@KENOSHA.ORG

April 16, 2014

To: Eric J. Haugaard, Chairman, Public Works Committee
Scott N. Gordon, Chairman, Park Commission

From: Shelly Billingsley, P.E. *Shelly Billingsley*
Director of Engineering /City Engineer

Subject: **Professional Service Contract for Parkway Tree Removal Project #14-1417**

BACKGROUND INFORMATION

The City of Kenosha Public Works – Park Division has received four proposals to complete the Parkway Tree Removal Contract for 2014. Staff has reviewed the proposals and has chosen Asplundh Tree Expert Co., Schofield, Wisconsin, based on their references, experience and standard quoted rates.

Contractor	Proposal Amount
Asplundh Tree Expert Co., Schofield, WI	\$99,850
Droprite Tree & Landscape, Somers, WI	\$103,747
Arbor Images, Inc	\$131,450
Trees "R" Us, Inc.	\$198,255

The 2014 tree removal list contract includes removing approximately 293 trees.

RECOMMENDATION

Approve the Agreement between the City of Kenosha and Asplundh Tree Expert Co., Schofield, Wisconsin, for \$110,000 to include their quote of \$99,850 with \$10,150 of contingency and authorize the Director to execute the contract. The funding for this work will be paid for out of CIP PK-93-004 Reforestation/Tree & Stump Removal.

SAB/kjb

CONTRACT TO REMOVE TREES

By And Between

**THE CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation
[Through Its Department of Public Works]**

And

**Asplundh Tree Expert Co.
A Pennsylvania Corporation**

TOTAL CONTRACT AWARD NOT TO EXCEED \$110,000

CONTRACT AMOUNT: \$99,850

COMPENSATION FOR ADDITIONAL REMOVAL AS REQUIRED BY THE CITY OF KENOSHA: NOT TO EXCEED \$10,150

THIS AGREEMENT, Made and entered into by and between the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, through its Department of Public Works, hereinafter referred to as "**City**", and **ASPLUNDH TREE EXPERT CO.**, a Pennsylvania Corporation, with offices located at 5907 Municipal Street, Schofield, Wisconsin, 54476, hereinafter referred to as "**CONTRACTOR**".

WITNESSETH:

WHEREAS, CONTRACTOR has submitted to **CITY** a written Proposal to remove trees according to the Specifications and Special Conditions contained in the Request for Proposal; and,

WHEREAS, the **CITY** has accepted the Proposal, effective upon **CONTRACTOR** entering into and abiding by the terms and conditions of this Contract; and,

WHEREAS, the parties understand that this Contract is not a public construction contract under Wisconsin Law.

NOW, THEREFORE, in consideration of the mutual undertakings, promises, agreements, understandings hereinafter set forth, and good and valuable consideration, the sufficiency of which is hereby acknowledged, **CITY** and **CONTRACTOR** agree as follows:

1. DEFINITIONS.

a. "**CONTRACT**" means this executed Contract to Remove Trees. The following documents comprise the complete Contract: Request for Proposal, Proposal, Executed Contract, Specifications and Special Conditions, Certificates of Insurance, Affidavit of Organization and Authority and Careful Inspection of Site and Preparation of Proposal, List of Subcontractors and Major Suppliers, Determination of City Representative in Charge of Project, Change Orders, Affidavit Respecting Construction Lien Waivers/Releases, Contract notices and such other documents as are referenced herein. Any of such documents which are not physically attached to this Contract are on file in the Department of Public Works and Park Division, and are incorporated into this Contract by reference.

- b. **“CONTRACTOR”** shall mean **ASPLUNDH TREE EXPERT CO**, and any subcontractors approved by the **CITY**.
- c. **“FORESTER”** shall mean the Forester of the City of Kenosha within the Park Division, and includes designees.
- d. **“OVERPAYMENT”** means any money **CONTRACTOR** received which the **CONTRACTOR** was not entitled to receive under this Contract, including, but not limited to, excess payment made in error and payment for defective and/or rejected Work which was not redone or replaced and accepted by **CITY**.
- e. **“REMOVAL PROCESS”** means the systematic removal of the tree, commencing with the first cut or break by the **CONTRACTOR**, and including the trunk, stump, basal sprouts, brush, vines, weeds and debris removal within five feet (5') from outside of the trunk.
- f. **“STUMPING”** means either removal of a stump or grinding of a stump, as appropriate.
- g. **“WORK”** means any contractual endeavor undertaken by **CONTRACTOR**, or its approved subcontractors, to fulfill the terms of this Contract, including, but not limited to, the providing of labor, service, materials, the oversight of approved subcontractors, and the disposal and dumping of materials and debris arising out of the endeavor.
- h. **“WORKING DAY”** means a calendar day, excluding weekends and legal holidays.

2. WORK TO BE PERFORMED BY CONTRACTOR. The **CONTRACTOR**, for the sum of Ninety-Nine Thousand Eight Hundred Fifty (\$99,850), will perform and complete, or will cause to be performed and completed, all Work in a good and workmanlike manner, and will do so in accordance with and subject to the provisions of this Contract. In addition, **CONTRACTOR** will perform additional services as directed by the **CITY** and as otherwise authorized in the Proposal not to exceed an additional Ten Thousand One Hundred Fifty (\$10,150) In the event of a conflict between the Request for Proposal, the Proposal and this Contract, the terms and conditions of the Contract shall control and supersede the other documents. The Work comprises the removing of the trees specified in Instructions to Bidders in accordance with the Specifications and Special Conditions, which are attached hereto and incorporated herein by reference. The Specifications and Special Conditions will control and supersede an inconsistent provision in this Contract.

3. COMMENCEMENT AND DILIGENT PROSECUTION OF WORK. The **CONTRACTOR** will commence work within five (5) working days following execution of Contract and Notice to Proceed, and will prosecute Work diligently until fully complete in accordance with this Contract. The **CONTRACTOR** shall complete the Work within the Contract term.

The **CONTRACTOR** shall fully remove at least five (5) trees per week until the Contract is terminated. The **CONTRACTOR** shall complete the removal process with respect to each tree within five (5) working days of the start of the removal process.

The **CONTRACTOR**, in the event of a dispute respecting quantity or quality of the Work, shall not refuse to perform the Work and shall not delay the performance of the Work pending the resolution of said dispute.

The **CONTRACTOR** has the duty of requesting an extension of time to complete the Work from the **FORESTER**, in writing, prior to the time for Contract completion, where the progress of the Work was delayed, such that the Work will not be completed on time, and the **CONTRACTOR** was not responsible for such delay. Should the **FORESTER** grant an extension, the **CONTRACTOR** will not be liable for liquidated damages arising out of the delay. Should the **FORESTER** determine that

the Work will not be completed on schedule through normal methods and where no request for an extension has been requested, or if requested, such request was not justified, the **FORESTER** shall provide the **CONTRACTOR** with written notice requiring the **CONTRACTOR** to take such extraordinary measures as may be required to complete the Work on time, or as close to on time as possible. The failure of the **CONTRACTOR** to take such extraordinary measures shall be grounds for the **CITY** to suspend the Work by the **CONTRACTOR** and take such other measures as will assure completion of the Work within the Contract time, or if that is impossible, within a reasonable time. However, nothing contained herein shall prevent the **FORESTER** from stopping the **CONTRACTOR** from proceeding with the Work beyond the time set for the completion date where the completion date was not extended.

4. CONTRACT TERM. The term of this Contract shall be from the date of execution until each of the following:

- a. Respecting the Work, until completion and acceptance, or November 26, 2014, whichever is earlier.
- b. Respecting the warranty, until expiration of warranty term.
- c. Respecting the Indemnity and Hold Harmless Agreement and Liability Insurance, until claims filed, if any, are resolved, or expiration of the Statute of Limitations where no claims were filed.

5. TERMINATION FOR CAUSE. In the event either party should fail to fulfill in a timely manner its obligation under this Contract, the non-breaching party shall have the right to terminate this Contract by giving a ten (10) day written notice to the breaching party of such breach and specifying the date of the termination, if the breaching party has not timely rectified and remedied the purported breach to the satisfaction of the party that gave notice of the breach.

The **CONTRACTOR** shall perform no new or additional Work upon receipt of a notice of termination without the advance, written permission of the **FORESTER**, except as necessary to cure the default, but not beyond the ten (10) day period to cure.

6. FORESTER'S DECISION FINAL. Should any dispute arise at any time between the **CONTRACTOR** and the **CITY** as to the true meaning or requirements of this Contract, or as to the manner of execution of the Work, or as to the quality of Work executed, or as to the quality or quantity of materials used, or as to the timely completion of the Work, the decision of the **FORESTER** shall be final and conclusive, until and unless set aside by a Court of Law.

The **CONTRACTOR** agrees that should any decision of the **FORESTER** be challenged in Court, the Court may only set aside a decision of the **FORESTER** if it is wholly arbitrary and capricious and/or made in complete disregard of undisputed facts.

7. METHODS, LABOR, EQUIPMENT, MATERIALS AND SUPPLIES. The **CONTRACTOR** shall select such methods and equipment for the performance of all operations connected with the Work and will assure professional quality of Work and a rate of progress which will assure the timely completion of the Work. The **CONTRACTOR** is responsible for furnishing all labor, equipment, material and supplies required to perform the Work.

8. SUSPENSION OF WORK BY CITY. The **FORESTER** shall have authority to suspend the Work where he/she believes that the **CONTRACTOR** is not performing the Work in accordance with this Contract. The **CONTRACTOR** shall have no right to additional compensation for delay or a right to an extension of time to complete the Work where the Work is suspended by the **FORESTER**.

9. INJUNCTIONS. Should a preliminary or temporary injunction suspend the Work for a period of time, the deadline for completion of the Work shall be extended by such time as the preliminary or temporary injunction was in effect. In the event a permanent injunction or Court order or judgment prohibits the Work, this Contract shall be null and void as of the date such injunction or Court Order or judgment becomes final, although the **CONTRACTOR** shall be entitled to reasonable compensation for the Work performed to that date. In the event a permanent injunction, Court order or judgment reduces the scope of the Work, this contract shall be deemed modified in accordance therewith and compensation of the **CONTRACTOR** shall be proportionately reduced to reflect the decrease in the scope of the Work.

10. CHANGE ORDERS FOR ADDITIONAL WORK, ADJUSTMENT IN PRICE. The **CONTRACTOR** does not have the discretion to refuse to comply with a Change Order to increase the scope of the Work identified in the **CITY** Request for Proposal. Increases in the scope of the Work shall result in a determination of the **CONTRACTOR'S** additional compensation based upon good faith negotiation, with the Contract as a guideline. Change Orders must be approved by the **FORESTER** on behalf of the **CITY**, and by the **CONTRACTOR**, and upon approval and execution, shall be considered a Contract amendment, to be kept on file in the **CITY** Department of Public Works and Park Division, and incorporated into this Contract by reference. Should the **CONTRACTOR** refuse to sign a Change Order under circumstances where there is no discretion to do so, said Change Order will be in full force and effect without said signature, provided the **FORESTER** attaches thereto a written report so indicating.

11. WAIVER OF RIGHTS. No failure to exercise, or delay in exercising, any right, power or remedy hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event of default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

12. SUBCONTRACTORS, MAJOR SUPPLIERS, AND DUMPING OR DISPOSAL SITES. The **CONTRACTOR** will only use subcontractors, major suppliers and dumping or disposal sites, which are listed in this Contract. Any changes in subcontractors, major suppliers and dumping or disposal sites must be approved by the **FORESTER**. The **CONTRACTOR** is responsible for the Work of subcontractors and for delays in the Work occasioned thereby. The **CONTRACTOR** has a duty to remove and replace subcontractors whose involvement in the Work will result in a breach of this Contract.

13. CONTROL AND PROTECTION OF WORK SITE. The **CONTRACTOR** shall be responsible for the control and protection of the work site from commencement of the Work until the Work is completed.

14. WARRANTY. The **CONTRACTOR** will replace any Work which is defective or not in conformity with this Contract at no cost to the **CITY** for a period of one (1) year after final acceptance of the Work by the **CITY**.

15. CITY COOPERATION. The **CITY** will reasonably cooperate with the **CONTRACTOR** to facilitate the **CONTRACTOR'S** performance of the Work. The **CITY** will physically mark trees to be removed and notify the **CONTRACTOR** of the nature of the markings. The **CONTRACTOR** will provide reasonable notice to the **CITY** when the assistance thereof is requested. However, the **CITY** has no obligation to supervise or perform any part of the Work.

16. GOVERNMENTAL PERMITS AND APPROVALS. The **CONTRACTOR** is authorized to perform the work under this Contract without obtaining a separate permit from the **FORESTER** or a Street Obstruction Permit.

17. LAWS, RULES AND REGULATIONS. The **CONTRACTOR** shall comply with all Federal, State and local laws, rules and regulations applicable to the performance of this Contract and the Work. This Contract shall be deemed made in and construed under the laws of the State of Wisconsin.

18. CONTRACTOR'S EMPLOYEES AND ON-SITE REPRESENTATIVES. Although the **CONTRACTOR** performs the Work as an independent Contractor, the **FORESTER** shall have the right to request the **CONTRACTOR** to remove and replace any of **CONTRACTOR'S** employees involved in the Work when said employee does not furnish quality workmanship or is uncooperative with or disrespectful to any **CITY** personnel associated with the Work. The **CONTRACTOR** will comply with any reasonable request.

The **CONTRACTOR**, at all times when the Work is being performed, shall assign an employee or agent on the work site to be the person to whom the **FORESTER** may furnish instructions or orders, or make inquiries of at all times when the Work is being performed. The name of such employee or agent shall be submitted to the **FORESTER** in writing, upon commencement of the Work.

19. SANITATION AND HEALTH. The **CONTRACTOR** has the obligation of arranging for drinking water and sanitary conveniences for employees, subcontractors, suppliers, and agents thereof and for taking work site precautions as will deter the spread of infectious diseases. The **CONTRACTOR** shall not use materials in such manner as to pose a health hazard. The **CONTRACTOR** shall obey all lawful orders received from a County Health Department Sanitarian, or from any duly authorized employee of any Federal or State agency having jurisdiction over employee or public health, safety or welfare.

20. INSPECTION. The **CITY** has the right, at its cost and expense, to assign or retain inspectors to determine that the Work is performed in conformance with this Contract. Only the **FORESTER**, can reject the Work. The use of inspectors by the **CITY** shall not relieve the **CONTRACTOR** of the duty of making its own inspections and of itself rejecting improper or defective Work, by its employees, subcontractors, suppliers and agents. The failure of a **CITY** inspector to notice or reject improper or defective Work shall not waive any rights of the **FORESTER** to have the **CONTRACTOR** take corrective action at the **CONTRACTOR'S** cost and expense to remedy such deficiencies or defects when discovered. The use of **CITY** inspectors shall not relieve the **CONTRACTOR** of its duty to maintain a safe workplace.

21. WORKMANSHIP. Workmanship shall conform to the best standard practice of a given trade in Southeastern Wisconsin. Equipment, procedures and materials used must be suitable to and compatible with the nature of the Work, the work site and prevailing year round weather conditions that affect the Work and the Work site.

22. UTILITIES. The **CONTRACTOR** has the obligation of contacting Digger's Hotline to obtain utility locations, clearances, hookups, or cutoffs prior to any stump removal.

23. CLEANUP. The **CONTRACTOR** shall at all times keep all areas related to the Work, including all right-of-ways, streets, highways, alleys and private or public property adjacent to the work site, in a clean and sanitary condition, free from any rubbish, debris, surplus or waste materials that have accumulated as a result of the Work.

Within two (2) hours after the completion of the Removal Process of a specified tree, the **CONTRACTOR** shall remove all surplus materials, tools, equipment or plants, leaving the work site and the sites of easements and areas related to the Work, unobstructed, clean and sanitary, ready for their intended use and in as safe a condition as their nature will reasonably permit. Should the **CONTRACTOR** neglect any such duty, the **FORESTER** may cause any such Work to be performed at the **CONTRACTOR'S** cost and expense.

24. PAYMENT OF EMPLOYEES, SUBCONTRACTORS AND SUPPLIERS. The **CONTRACTOR** shall promptly pay all employees, subcontractors and suppliers for all work, labor, services, supplies, or materials which they may directly or indirectly furnish in the fulfillment of this Contract and the **CONTRACTOR** shall secure, as soon as possible, a waiver of liens or the release of any and all liens which may attach as a result of the Work. The **CONTRACTOR**, as a condition of payment, shall execute an Affidavit Respecting Construction Lien Waivers/Releases and file such document with **CITY** Director of Public Works.

25. LIQUIDATED DAMAGES FOR DELAYS IN CONTRACT COMPLETION. In the event that the **CONTRACTOR** fails to fully and completely perform the Work within the Contract term, the **CONTRACTOR** shall pay to the **CITY** for such default the sum of One Hundred Dollars (\$100.00) per day, for each and every day's delay in the fulfillment of this Contract provision. This sum shall be considered and treated not as a penalty, but as fixed, agreed and liquidated damages due the **CITY** from the **CONTRACTOR**.

26. RIGHTS OF CITY UPON CONTRACTOR DEFAULT. The **CONTRACTOR** recognizes the right of the **CITY** to suspend the Work, to order the revision of nonconforming Work, to re-let all or part of the Work or to itself perform the Work as may be required to ensure the timely completion of the Work or to replace improper or defective Work, as determined necessary by the **FORESTER**. No provision of this Paragraph 26 may be construed to relieve the **CONTRACTOR** of its obligations under this Contract.

27. OVERPAYMENTS AND SETOFFS UNRELATED TO CONTRACT. The **CONTRACTOR** will promptly, upon receipt of written demand from the **CITY** Director of Public Works, refund any overpayments received thereby. Should the **CONTRACTOR** not comply with said request within thirty (30) days of receipt of written notice, the **CONTRACTOR** shall pay the **CITY** interest for said amount at the rate of one and one-half percent (1.5%) per month on the unpaid balance, until paid in full. Should the **CONTRACTOR** owe the **CITY** any money which is lawfully due and payable on any account receivable or on any personal property tax, forfeiture or fee, whether or not related to the Work under this Contract, the **CONTRACTOR** authorizes the **CITY** to deduct said amount from any payment due the **CONTRACTOR** hereunder.

28. SAFETY PRECAUTIONS. The **CONTRACTOR'S** Work shall conform to the most recent revision of the American National Standards Institute Standard Z-133.1 (Safety Requirements for Pruning, Trimming, Repairing, Maintaining, and Removing Trees and for Cutting Brush).

The **CONTRACTOR**, during the performance of the Work, shall assume control of the work site and put up and properly maintain, at the **CONTRACTOR'S** cost and expense, adequate barriers, warning signs, lights and such other devices and take such measures as will make the work site as safe as the nature of the premises will reasonably permit to protect frequenters as well as persons using abutting private or public property, from any and all dangers associated with the Work, during both day and night hours. The **FORESTER** may order the **CONTRACTOR**, by a time or date, to take designated safety measures and the failure of the **CONTRACTOR** to promptly obey said order shall result in liquidated damages of Five Hundred Dollars (\$500.00) per day for each day said order is not complied with. The **CONTRACTOR** shall be fully responsible for making the work site as

safe as its nature will reasonably permit and may not rely upon any inspections, instructions or orders of the **FORESTER** or the **CITY** inspectors or lack thereof, in this regard. The **CONTRACTOR** has an obligation to check warning and safety devices on a daily basis.

29. PAYMENT – ACCEPTANCE OF WORK. Payment shall be made by the **CITY** on a monthly basis upon submission of an invoice for completed Work to the **CITY** Director of Public Works, within fifteen (15) days after the **FORESTER** executed a document accepting the Work as being performed in accordance with this Contract, subject to the following.

a. The **CITY** may withhold payment if the **CONTRACTOR** is not in compliance with any order issued by the **FORESTER**. Payment will be reduced by the amount of any claim which the **CITY** may have against the **CONTRACTOR** for improper, defective, or rejected Work, liquidated damages due to delay in the schedule of time for the Work completion, or in taking safety precautions, by the amount of setoffs authorized by this Contract, or for any other primary liability of the **CONTRACTOR** which the **CITY** could be secondarily liable for, which secondary liability was not assumed by **CITY** under this Contract.

b. Work shall not be accepted by the **FORESTER** until all employees, subcontractors and suppliers have been fully paid for all work, labor, services, supplies or materials provided thereby, and affidavits, lien waivers or releases have been procured and filed with the **CITY** Director of Public Works.

30. INDEPENDENT CONTRACTORS, WORKERS AND UNEMPLOYMENT COMPENSATION. The **CONTRACTOR** acknowledges that it is an independent contractor and that its employees and agents are not the employees of the **CITY** for purposes of Workers' and Unemployment Compensation or any other purpose. The **CONTRACTOR** shall be responsible for Worker's and Unemployment Compensation with respect to its employees.

31. PROHIBITIONS AS TO ASSIGNMENT, SUBCONTRACTING AND JOINT VENTURES. The **CONTRACTOR** may not assign this Contract, enter into a joint enterprise or sublet any Work without the express written approval of the **FORESTER** and the **CITY** is not liable for any cost and expenses arising therefrom. Listed subcontractors, major suppliers, and dumping and disposal sites are exempt from this prohibition. An unlawful assignment, joint enterprise or subletting shall render this Contract voidable by the **FORESTER** as of the date thereof, and the **CITY** will not be obligated to pay to the **CONTRACTOR** any money for any Work performed by an unauthorized party. If this contract is voided, the **CONTRACTOR** will continue to be responsible for maintaining the safety of the work site until relieved of this obligation by the **FORESTER** or until another contractor take possession of the work site. The **CONTRACTOR** will be responsible for any cost, loss, expense, attorney fees, or damages the **CITY** may incur in enforcing this provision.

32. INDEMNITY AND HOLD HARMLESS AGREEMENT. The **CONTRACTOR** agrees that it will defend, indemnify and hold harmless the **CITY** and its officers, agents, employees and representatives, from and against any and all liability, loss, charges, damages, claims, judgments, costs, expenses or attorney fees, which they may hereafter sustain, incur or be required to pay as a result of any action taken or not taken by the **CITY** or its officers, agents, employees or representatives to supervise or oversee the adequacy of safety precautions taken by the **CONTRACTOR** or as a result of the willful or negligent act or omission of the **CONTRACTOR** and its subcontractors, suppliers, assigns, employees, officers, agents or representatives, or resulting from the **CONTRACTOR'S** failure to perform or observe any of the terms, covenants and conditions of this Contract, should any person or party, as a result thereof, suffer or sustain personal injury, death or property loss or damage, or a violation of any other right protected by law.

33. INSURANCE. The **CONTRACTOR** prior to performing the Work and during the Contract term, shall carry the insurance policies in the following minimum limits, which shall be written and enforceable in accordance with the laws of the State of Wisconsin.

Commercial General Liability:

\$1,000,000.00 each occurrence

General Aggregate –\$2,000,000.00 each occurrence

Automobile Liability:

Bodily Injury per Person –\$1,000,000.00

Bodily Injury per Accident –\$1,000,000.00

Property Damage – \$200,000.00; OR a combined single limit of \$1,000,000.00.

Worker's Compensation: Statutory limits.

Employer's Liability

\$100,000 Each Accident

\$100,000 Disease, Each Employee

\$500,000 Disease, Policy Limit

Umbrella Liability

\$2,000,000 over the primary insurance coverage listed.

Said insurance coverage shall be verified by a Certificate of Insurance issued to **CITY**, which shall provide that should any of the described policies be canceled or amended before the expiration date, the issuing company will endeavor to mail a thirty (30) day written notice to the certificate holder. The **CITY** shall be named as an additional insured with respect to the insurance coverages listed above and the **CITY** shall be provided with an additional insured endorsement certifying that the **CITY** is an additional insured with respect to the insurance coverages listed above.

34. COOPERATION. The **CONTRACTOR** shall permit **CITY** employees and representatives to have reasonable access to the work site at all times.

35. SEVERABILITY. It is mutually agreed that in case any provisions of this Contract is determined by a Court of Law to be unconstitutional, illegal or unenforceable, then it is the intention of the parties that all other provisions of this Contract shall remain in full force and effect.

36. NONDISCRIMINATION. In the performance of the Work under this Contract, the **CONTRACTOR** agrees not to discriminate against any employee or applicant for employment contrary to any Federal, State or local law, rule or regulation, because of race, religion, marital status, age, creed, color, sex, handicap, national origin, or ancestry, sexual orientation, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, political beliefs, or student status. The Work is to be performed in accordance with the Federal Americans With Disabilities Act.

37. NO THIRD PARTY BENEFICIARIES. This Contract is intended to be solely for the benefit of the parties hereto.

38. FULL AGREEMENT – MODIFICATION. This Contract shall be the full and complete agreement and understanding of the parties and shall supersede all oral or written statements or documents, inconsistent herewith. This Contract can be modified, in writing, by the mutual agreement of the parties, said amendment to be attached and incorporated herein, it being expressly understood that the **CITY** Director of Public Works must approve any amendment of this Contract.

39. NOTICES. Notices required by or relevant to this Contract shall be furnished by the **CONTRACTOR** to the **CITY** by personal service or by certified mail with return receipt, sent or delivered to the **FORESTER**, Director of Public Works and the City Clerk at the Municipal

Building, 625 – 52nd Street, Kenosha, Wisconsin 53140, with a copy to the City Attorney at the foregoing address.

Notices required by or relevant to this Contract shall be furnished by the CITY to the CONTRACTOR by personal service or by certified mail with return receipt sent or delivered to:

Joseph Schneider
ASPLUNDH TREE EXPERT CO.
5907 Municipal Street
Schofield, Wisconsin 54476

40. EXECUTION AUTHORITY. The CITY and the CONTRACTOR each certify that they have authority under their respective organizational structure and governing laws to execute this Contract.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Contract on the dates given below.

**CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation**

BY: _____
MICHAEL M. LEMENS, Director,
Department of Public Works
Date: _____

BY: _____
DIRK NELSON, City Forester
Date: _____

STATE OF WISCONSIN)

:SS.

COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2014 **MICHAEL M. LEMENS, Director of Public Works,** and **DIRK NELSON, City Forester,** of the **CITY OF KENOSHA, WISCONSIN,** a municipal corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Mayor and City Clerk/Treasurer of said City, and acknowledged that they executed the foregoing instrument as such officers as the agreement of said City, by its authority.

Notary Public, Kenosha County, WI.
My Commission expires/is: _____

**ASPLUNDH TREE EXPERT CO.
A Pennsylvania Corporation**

BY: _____
Joseph B Schneider, Vice President

Date: _____

STATE OF _____)

:SS.

COUNTY OF _____)

Personally came before me this _____ day of _____, 2014,
Joseph B. Schneider, Vice President, of **ASPLUNDH TREE EXPERT CO.**, a Pennsylvania Corporation, to me known to be such Vice President of said company, and acknowledged to me that he executed the foregoing instrument as such officer as the agreement of said corporation, by its authority.

Notary Public, _____ City, _____ State.
My Commission expires/is: _____

**AFFIDAVIT OF ORGANIZATION AND AUTHORITY
AND CAREFUL INSPECTION OF SITE
AND PREPARATION OF PROPOSAL OR BID**

STATE OF WISCONSIN)

:SS.

COUNTY OF Marathon)

Joseph B. Schneider 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]

It **CORPORATION.** The Bidder is a corporation incorporated and existing under the laws of the State of _____, and its President is George Cochran, its Secretary is Joseph Dwyer, 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 the 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.

5907 MUNICIPAL STREET
SCHEFFIELD, WI
54476

TELEPHONE NUMBER: 715-241-8733

STATUTORY SWORN STATEMENT.

_____, also deposes and states that he/she has examined the instructions to Bidders, has investigated site conditions; or, in the alternative, has waived such inspections 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: _____

Typed Name: Joseph B. Schneider

Title: V.P.

Date: 4/3/2014

STATE OF WISCONSIN)

:SS.

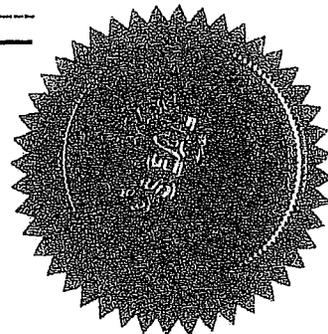
COUNTY OF _____)

Subscribed and sworn to before me

This _____ day of _____, 2013.

Notary Public, _____ County, Wisconsin

My Commission Expires/is: _____



Department of Public Works:

PROPOSALS DUE: April 8, 2014 by 2:00 P.M.

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 remove 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.

Line 1: Estimated Number of Trees to 200 Trees (includes removal, stump grinding, topsoil & seed

Lump Sum	\$ <u>99,800.00</u>
Line 2 Street Occupancy Permit Allowance	\$ <u>53.00</u>
Total: (Line 1 + Line 2)	\$ <u>99,850.00</u>

All work shall be completed no later than **November 26, 2014** subject to liquidated damages of One hundred (\$100.00) Dollars per day in the event of delay where no extension is granted.

Additional removals may be added to the list at the proposed price of:

- * \$ 25.00 (per tree, top soil and seed)
- * \$ 14.00 per inch (from 1" to 16")
- * \$ 16.00 per inch (from 17" to 29")
- * \$ 18.00 per inch (from 30" to 35")
- * \$ 21.00 per inch (from 35" to 56")

Measure at fifty-four (54") inches above ground level.

The effective date of the contract will 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.

Cash Discount Terms:

_____ % _____ Days, Net

Net _____ Days

Date: _____

Respectfully submitted,

Firm, Asplundh Tree Expert Co

Signature Joseph B. Schmidt

Title Vice President

Address 5907 Municipal St

Phone (715) 241-8733

Fax _____

Optional: (For informational purposes ONLY)



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR.
SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS

MICHAEL M. LEMENS, P.E., DIRECTOR
SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

MUNICIPAL BUILDING · 625 - 52ND ST · RM 305 · KENOSHA, WI 53140
TELEPHONE (262) 653-4050 · FAX (262) 653-4056
EMAIL PUBLICWORKS@KENOSHA.ORG

April 16, 2014

To: Scott N. Gordon, Chairman,
Park Commission

From: Shelly Billingsley, P.E. *Shelly Billingsley*
Director of Engineering /City Engineer

Subject: **Professional Service Contract for Planting Trees in Lawn Park Areas
Project #14-1418**

BACKGROUND INFORMATION

The City of Kenosha Public Works – Park Division has received three proposal to complete the Planting of Trees in Lawn Park Areas for 2014. Staff has reviewed the proposals and is recommending that the Contract be awarded to Paul Swartz Nursery & Garden Shop, Inc., Burlington, Wisconsin, based on their references, experience and standard quote rates.

Contractor	Proposal Amount
Paul Swartz Nursery & Garden Shop, Burlington, WI	\$28,875
Finishing Touches Landscape, Burlington, WI	\$37,175
Breezy Hill Nursery, Salem, WI	\$48,167

The 2014 planting trees in lawn park areas contract includes approximately 293 trees.

RECOMMENDATION

Approve the Agreement between the City of Kenosha and Paul Swartz Nursery & Garden Shop, Inc. for \$32,000 to include their quote of \$28,875 with \$3,125 of contingency and authorize the Director to execute the contract. The funding for this work will be paid for out of CIP PK-93-004 Reforestation/Tree & Stump Removal.

SAB/kjb

**2014 CONTRACT TO PROVIDE TREES AND TO PLANT SAID
TREES IN CITY LAWN PARK AREAS AND PUBLIC
RIGHT-OF-WAY**

By And Between

**THE CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation
[Through Its Department of Public Works]**

And

**PAUL SWARTZ NURSERY & GARDEN SHOP, INC.
a Wisconsin Corporation**

TOTAL CONTRACT AWARD NOT TO EXCEED \$32,000

CONTRACT AMOUNT: \$28,875

**COMPENSATION FOR ADDITIONAL REMOVAL AS REQUIRED BY THE CITY OF
KENOSHA: NOT TO EXCEED \$3,125**

THIS AGREEMENT, Made and entered into by and between the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, through its Department of Public Works, hereinafter referred to as “**CITY**”, and **PAUL SWARTZ NURSERY & GARDEN SHOP, INC.**, a Wisconsin corporation, located at 30728 93rd Street, Burlington, Wisconsin, 53105, hereinafter referred to as “**CONTRACTOR**”.

WITNESSETH:

WHEREAS, CONTRACTOR has submitted to **CITY** a written Proposal to provide the trees and the labor and equipment to plant said trees on lawn park areas and public right-of-way within the City of Kenosha according to the Specifications and Special Conditions contained in the Request for Proposal; and,

WHEREAS, the **CITY** has accepted the Proposal, effective upon **CONTRACTOR** entering into and abiding by the terms and conditions of this Contract; and,

WHEREAS, the parties understand that this Contract is not a public construction contract under Wisconsin Law.

NOW, THEREFORE, in consideration of the mutual undertakings, promises, agreements, understandings hereinafter set forth, and good and valuable consideration, the sufficiency of which is hereby acknowledged, **CITY** and **CONTRACTOR** agree as follows:

1. DEFINITIONS.

- a. “CONTRACT”** means this executed Contract to Provide Trees and to Plant Said Trees in City Lawn Park Areas and Public Right-of-Way. The following documents comprise the complete Contract: Request for Proposal, Proposal, Executed Contract, Specifications and Special Conditions, Certificates of Insurance, Affidavit of Organization and Authority and Careful Inspection of Site and Preparation of Proposal, List of Subcontractors and Major Suppliers, Determination of City Representative in Charge of Project, Change Orders, Affidavit Respecting

Construction Lien Waivers/Releases, Contract notices and such other documents as are referenced herein. Any of such documents which are not physically attached to this Contract are on file in the Department of Public Works and Park Division, and are incorporated into this Contract by reference.

b. **“CONTRACTOR”** shall mean **PAUL SWARTZ NURSERY & GARDEN SHOP, INC**, and any subcontractors approved by the **CITY**.

c. **“FORESTER”** shall mean the Forester of the City of Kenosha within the Park Division, and includes designees.

d. **“OVERPAYMENT”** means any money **CONTRACTOR** received which the **CONTRACTOR** was not entitled to receive under this Contract, including, but not limited to, excess payment made in error and payment for defective and/or rejected Work which was not redone or replaced and accepted by **CITY**.

e. **“WORK”** means any contractual endeavor undertaken by **CONTRACTOR**, or its approved subcontractors, to fulfill the terms of this Contract, including, but not limited to, the providing of labor, service, materials, the oversight of approved subcontractors, and the disposal and dumping of materials and debris arising out of the endeavor.

h. **“WORKING DAY”** means a calendar day, excluding weekends and legal holidays.

2. WORK TO BE PERFORMED BY CONTRACTOR. The **CONTRACTOR**, for the sum of Twenty-Eight Thousand Eight Hundred Seventy-Five (\$28,875), will perform and complete, or will cause to be performed and completed, all Work in a good and workmanlike manner, and will do so in accordance with and subject to the provisions of this Contract. In addition, **CONTRACTOR** will perform additional services as directed by the **CITY** and as otherwise authorized in the Proposal not to exceed an additional Three Thousand One Hundred Twenty-Five (\$3,125). In the event of a conflict between the Request for Proposal, the Proposal and this Contract, the terms and conditions of the Contract shall control and supersede the other documents. The Work comprises the planting of trees specified in Exhibit “A” in accordance with the Specifications and Special Conditions in Exhibit “B”, which Exhibits are attached hereto and incorporated herein by reference. The Specifications and Special Conditions will control and supersede an inconsistent provision in this Contract.

3. COMMENCEMENT AND DILIGENT PROSECUTION OF WORK. The **CONTRACTOR** will commence work within five (5) working days following execution of Contract and Notice to Proceed, and will prosecute Work diligently until fully complete in accordance with this Contract. The **CONTRACTOR** shall complete the Work within the Contract term.

The **CONTRACTOR**, in the event of a dispute respecting quantity or quality of the Work, shall not refuse to perform the Work and shall not delay the performance of the Work pending the resolution of said dispute.

The **CONTRACTOR** has the duty of requesting an extension of time to complete the Work from the **FORESTER**, in writing, prior to the time for Contract completion, where the progress of the Work was delayed, such that the Work will not be completed on time, and the **CONTRACTOR** was not responsible for such delay. Should the **FORESTER** grant an extension, the **CONTRACTOR** will not be liable for liquidated damages arising out of the delay. Should the **FORESTER** determine that the Work will not be completed on schedule through normal methods and where no request for an extension has been requested, or if requested, such request was not justified, the **FORESTER** shall provide the **CONTRACTOR** with written notice requiring the **CONTRACTOR** to take such extraordinary measures as may be required to complete the Work on time, or as close to on time as

possible. The failure of the **CONTRACTOR** to take such extraordinary measures shall be grounds for the **CITY** to suspend the Work by the **CONTRACTOR** and take such other measures as will assure completion of the Work within the Contract time, or if that is impossible, within a reasonable time. However, nothing contained herein shall prevent the **FORESTER** from stopping the **CONTRACTOR** from proceeding with the Work beyond the time set for the completion date where the completion date was not extended.

4. CONTRACT TERM. The term of this Contract shall be from the date of execution until each of the following:

- a. Respecting the Work, until completion and acceptance, or November 26, 2014, whichever is earlier.
- b. Respecting the warranty, until expiration of warranty term.
- c. Respecting the Indemnity and Hold Harmless Agreement and Liability Insurance, until claims filed, if any, are resolved, or expiration of the Statute of Limitations where no claims were filed.

5. TERMINATION FOR CAUSE. In the event either party should fail to fulfill in a timely manner its obligation under this Contract, the non-breaching party shall have the right to terminate this Contract by giving a ten (10) day written notice to the breaching party of such breach and specifying the date of the termination, if the breaching party has not timely rectified and remedied the purported breach to the satisfaction of the party that gave notice of the breach.

The **CONTRACTOR** shall perform no new or additional Work upon receipt of a notice of termination without the advance, written permission of the **FORESTER**, except as necessary to cure the default, but not beyond the ten (10) day period to cure.

6. FORESTER'S DECISION FINAL. Should any dispute arise at any time between the **CONTRACTOR** and the **CITY** as to the true meaning or requirements of this Contract, or as to the manner of execution of the Work, or as to the quality of Work executed, or as to the quality or quantity of materials used, or as to the timely completion of the Work, the decision of the **FORESTER** shall be final and conclusive, until and unless set aside by a Court of Law.

The **CONTRACTOR** agrees that should any decision of the **FORESTER** be challenged in Court, the Court may only set aside a decision of the **FORESTER** if it is wholly arbitrary and capricious and/or made in complete disregard of undisputed facts.

7. METHODS, LABOR, EQUIPMENT, MATERIALS AND SUPPLIES. The **CONTRACTOR** shall select such methods and equipment for the performance of all operations connected with the Work and will assure professional quality of Work and a rate of progress which will assure the timely completion of the Work. The **CONTRACTOR** is responsible for furnishing all labor, equipment, material and supplies required to perform the Work.

8. SUSPENSION OF WORK BY CITY. The **FORESTER** shall have authority to suspend the Work where he/she believes that the **CONTRACTOR** is not performing the Work in accordance with this Contract. The **CONTRACTOR** shall have no right to additional compensation for delay or a right to an extension of time to complete the Work where the Work is suspended by the **FORESTER**.

9. INJUNCTIONS. Should a preliminary or temporary injunction suspend the Work for a period of time, the deadline for completion of the Work shall be extended by such time as the preliminary or temporary injunction was in effect. In the event a permanent injunction or Court order or judgment prohibits the Work, this Contract shall be null and void as of the date such injunction or Court Order or judgment becomes final, although the **CONTRACTOR** shall be entitled to reasonable

compensation for the Work performed to that date. In the event a permanent injunction, Court order or judgment reduces the scope of the Work, this contract shall be deemed modified in accordance therewith and compensation of the **CONTRACTOR** shall be proportionately reduced to reflect the decrease in the scope of the Work.

10. CHANGE ORDERS FOR ADDITIONAL WORK, ADJUSTMENT IN PRICE. The **CONTRACTOR** does not have the discretion to refuse to comply with a Change Order to increase the scope of the Work identified in the **CITY** Request for Proposal. Increases in the scope of the Work shall result in a determination of the **CONTRACTOR'S** additional compensation based upon good faith negotiation, with the Contract as a guideline. Change Orders must be approved by the **FORESTER** on behalf of the **CITY**, and by the **CONTRACTOR**, and upon approval and execution, shall be considered a Contract amendment, to be kept on file in the **CITY** Department of Public Works and Park Division, and incorporated into this Contract by reference. Should the **CONTRACTOR** refuse to sign a Change Order under circumstances where there is no discretion to do so, said Change Order will be in full force and effect without said signature, provided the **FORESTER** attaches thereto a written report so indicating.

11. WAIVER OF RIGHTS. No failure to exercise, or delay in exercising, any right, power or remedy hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event of default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

12. SUBCONTRACTORS, MAJOR SUPPLIERS, AND DUMPING OR DISPOSAL SITES. The **CONTRACTOR** will only use subcontractors, major suppliers and dumping or disposal sites, which are listed in this Contract. Any changes in subcontractors, major suppliers and dumping or disposal sites must be approved by the **FORESTER**. The **CONTRACTOR** is responsible for the Work of subcontractors and for delays in the Work occasioned thereby. The **CONTRACTOR** has a duty to remove and replace subcontractors whose involvement in the Work will result in a breach of this Contract.

13. CONTROL AND PROTECTION OF WORK SITE. The **CONTRACTOR** shall be responsible for the control and protection of the work site from commencement of the Work until the Work is completed.

14. WARRANTY. The **CONTRACTOR** will replace any Work which is defective or not in conformity with this Contract at no cost to the **CITY** for a period of one (1) year after final acceptance of the Work by the **CITY**.

15. CITY COOPERATION. The **CITY** will reasonably cooperate with the **CONTRACTOR** to facilitate the **CONTRACTOR'S** performance of the Work. The **CITY** will physically mark trees to be removed and notify the **CONTRACTOR** of the nature of the markings. The **CONTRACTOR** will provide reasonable notice to the **CITY** when the assistance thereof is requested. However, the **CITY** has no obligation to supervise or perform any part of the Work.

16. GOVERNMENTAL PERMITS AND APPROVALS. The **CONTRACTOR** is authorized to perform the work under this Contract without obtaining a separate permit from the **FORESTER** or a Street Obstruction Permit.

17. LAWS, RULES AND REGULATIONS. The **CONTRACTOR** shall comply with all Federal, State and local laws, rules and regulations applicable to the performance of this Contract and the Work. This Contract shall be deemed made in and construed under the laws of the State of Wisconsin.

18. CONTRACTOR'S EMPLOYEES AND ON-SITE REPRESENTATIVES. Although the **CONTRACTOR** performs the Work as an independent Contractor, the **FORESTER** shall have the right to request the **CONTRACTOR** to remove and replace any of **CONTRACTOR'S** employees involved in the Work when said employee does not furnish quality workmanship or is uncooperative with or disrespectful to any **CITY** personnel associated with the Work. The **CONTRACTOR** will comply with any reasonable request.

The **CONTRACTOR**, at all times when the Work is being performed, shall assign an employee or agent on the work site to be the person to whom the **FORESTER** may furnish instructions or orders, or make inquiries of at all times when the Work is being performed. The name of such employee or agent shall be submitted to the **FORESTER** in writing, upon commencement of the Work.

19. SANITATION AND HEALTH. The **CONTRACTOR** has the obligation of arranging for drinking water and sanitary conveniences for employees, subcontractors, suppliers, and agents thereof and for taking work site precautions as will deter the spread of infectious diseases. The **CONTRACTOR** shall not use materials in such manner as to pose a health hazard. The **CONTRACTOR** shall obey all lawful orders received from a County Health Department Sanitarian, or from any duly authorized employee of any Federal or State agency having jurisdiction over employee or public health, safety or welfare.

20. INSPECTION. The **CITY** has the right, at its cost and expense, to assign or retain inspectors to determine that the Work is performed in conformance with this Contract. Only the **FORESTER**, can reject the Work. The use of inspectors by the **CITY** shall not relieve the **CONTRACTOR** of the duty of making its own inspections and of itself rejecting improper or defective Work, by its employees, subcontractors, suppliers and agents. The failure of a **CITY** inspector to notice or reject improper or defective Work shall not waive any rights of the **FORESTER** to have the **CONTRACTOR** take corrective action at the **CONTRACTOR'S** cost and expense to remedy such deficiencies or defects when discovered. The use of **CITY** inspectors shall not relieve the **CONTRACTOR** of its duty to maintain a safe workplace.

21. WORKMANSHIP. Workmanship shall conform to the best standard practice of a given trade in Southeastern Wisconsin. Equipment, procedures and materials used must be suitable to and compatible with the nature of the Work, the work site and prevailing year round weather conditions that affect the Work and the Work site.

22. UTILITIES. The **CONTRACTOR** has the obligation of contacting Digger's Hotline to obtain utility locations, clearances, hookups, or cutoffs prior to any tree planting.

23. CLEANUP. The **CONTRACTOR** shall at all times keep all areas related to the Work, including all right-of-ways, streets, highways, alleys and private or public property adjacent to the work site, in a clean and sanitary condition, free from any rubbish, debris, surplus or waste materials that have accumulated as a result of the Work.

Within twenty-four (24) hours after the completion of the Planting Process of a specified tree, the **CONTRACTOR** shall remove all surplus materials, tools, equipment or plants, leaving the work site and the sites of easements and areas related to the Work, unobstructed, clean and sanitary, ready for their intended use and in as safe a condition as their nature will reasonably permit. Should the

CONTRACTOR neglect any such duty, the **FORESTER** may cause any such Work to be performed at the **CONTRACTOR'S** cost and expense.

24. PAYMENT OF EMPLOYEES, SUBCONTRACTORS AND SUPPLIERS. The **CONTRACTOR** shall promptly pay all employees, subcontractors and suppliers for all work, labor, services, supplies, or materials which they may directly or indirectly furnish in the fulfillment of this Contract and the **CONTRACTOR** shall secure, as soon as possible, a waiver of liens or the release of any and all liens which may attach as a result of the Work. The **CONTRACTOR**, as a condition of payment, shall execute an Affidavit Respecting Construction Lien Waivers/Releases and file such document with **CITY** Director of Public Works.

25. LIQUIDATED DAMAGES FOR DELAYS IN CONTRACT COMPLETION. In the event that the **CONTRACTOR** fails to fully and completely perform the Work within the Contract term, the **CONTRACTOR** shall pay to the **CITY** for such default the sum of One Hundred Dollars (\$100.00) per day, for each and every day's delay in the fulfillment of this Contract provision. This sum shall be considered and treated not as a penalty, but as fixed, agreed and liquidated damages due the **CITY** from the **CONTRACTOR**.

26. RIGHTS OF CITY UPON CONTRACTOR DEFAULT. The **CONTRACTOR** recognizes the right of the **CITY** to suspend the Work, to order the revision of nonconforming Work, to re-let all or part of the Work or to itself perform the Work as may be required to ensure the timely completion of the Work or to replace improper or defective Work, as determined necessary by the **FORESTER**. No provision of this Paragraph 26 may be construed to relieve the **CONTRACTOR** of its obligations under this Contract.

27. OVERPAYMENTS AND SETOFFS UNRELATED TO CONTRACT. The **CONTRACTOR** will promptly, upon receipt of written demand from the **CITY** Director of Public Works, refund any overpayments received thereby. Should the **CONTRACTOR** not comply with said request within thirty (30) days of receipt of written notice, the **CONTRACTOR** shall pay the **CITY** interest for said amount at the rate of one and one-half percent (1.5%) per month on the unpaid balance, until paid in full. Should the **CONTRACTOR** owe the **CITY** any money which is lawfully due and payable on any account receivable or on any personal property tax, forfeiture or fee, whether or not related to the Work under this Contract, the **CONTRACTOR** authorizes the **CITY** to deduct said amount from any payment due the **CONTRACTOR** hereunder.

28. SAFETY PRECAUTIONS. The **CONTRACTOR**, during the performance of the Work, shall assume control of the work site and put up and properly maintain, at the **CONTRACTOR'S** cost and expense, adequate barriers, warning signs, lights and such other devices and take such measures as will make the work site as safe as the nature of the premises will reasonably permit to protect frequenters as well as persons using abutting private or public property, from any and all dangers associated with the Work, during both day and night hours. The **FORESTER** may order the **CONTRACTOR**, by a time or date, to take designated safety measures and the failure of the **CONTRACTOR** to promptly obey said order shall result in liquidated damages of Five Hundred Dollars (\$500.00) per day for each day said order is not complied with. The **CONTRACTOR** shall be fully responsible for making the work site as safe as its nature will reasonably permit and may not rely upon any inspections, instructions or orders of the **FORESTER** or the **CITY** inspectors or lack thereof, in this regard. The **CONTRACTOR** has an obligation to check warning and safety devices on a daily basis.

29. PAYMENT – ACCEPTANCE OF WORK. Payment shall be made by the **CITY** on a monthly basis upon submission of an invoice for completed Work to the **CITY** Director of Public Works,

within fifteen (15) days after the **FORESTER** executed a document accepting the Work as being performed in accordance with this Contract, subject to the following.

a. The **CITY** may withhold payment if the **CONTRACTOR** is not in compliance with any order issued by the **FORESTER**. Payment will be reduced by the amount of any claim which the **CITY** may have against the **CONTRACTOR** for improper, defective, or rejected Work, liquidated damages due to delay in the schedule of time for the Work completion, or in taking safety precautions, by the amount of setoffs authorized by this Contract, or for any other primary liability of the **CONTRACTOR** which the **CITY** could be secondarily liable for, which secondary liability was not assumed by **CITY** under this Contract.

b. Work shall not be accepted by the **FORESTER** until all employees, subcontractors and suppliers have been fully paid for all work, labor, services, supplies or materials provided thereby, and affidavits, lien waivers or releases have been procured and filed with the **CITY** Director of Public Works.

30. INDEPENDENT CONTRACTORS, WORKERS AND UNEMPLOYMENT COMPENSATION. The **CONTRACTOR** acknowledges that it is an independent contractor and that its employees and agents are not the employees of the **CITY** for purposes of Workers' and Unemployment Compensation or any other purpose. The **CONTRACTOR** shall be responsible for Worker's and Unemployment Compensation with respect to its employees.

31. PROHIBITIONS AS TO ASSIGNMENT, SUBCONTRACTING AND JOINT VENTURES. The **CONTRACTOR** may not assign this Contract, enter into a joint enterprise or sublet any Work without the express written approval of the **FORESTER** and the **CITY** is not liable for any cost and expenses arising therefrom. Listed subcontractors, major suppliers, and dumping and disposal sites are exempt from this prohibition. An unlawful assignment, joint enterprise or subletting shall render this Contract voidable by the **FORESTER** as of the date thereof, and the **CITY** will not be obligated to pay to the **CONTRACTOR** any money for any Work performed by an unauthorized party. If this contract is voided, the **CONTRACTOR** will continue to be responsible for maintaining the safety of the work site until relieved of this obligation by the **FORESTER** or until another contractor take possession of the work site. The **CONTRACTOR** will be responsible for any cost, loss, expense, attorney fees, or damages the **CITY** may incur in enforcing this provision.

32. INDEMNITY AND HOLD HARMLESS AGREEMENT. The **CONTRACTOR** agrees that it will defend, indemnify and hold harmless the **CITY** and its officers, agents, employees and representatives, from and against any and all liability, loss, charges, damages, claims, judgments, costs, expenses or attorney fees, which they may hereafter sustain, incur or be required to pay as a result of any action taken or not taken by the **CITY** or its officers, agents, employees or representatives to supervise or oversee the adequacy of safety precautions taken by the **CONTRACTOR** or as a result of the willful or negligent act or omission of the **CONTRACTOR** and its subcontractors, suppliers, assigns, employees, officers, agents or representatives, or resulting from the **CONTRACTOR'S** failure to perform or observe any of the terms, covenants and conditions of this Contract, should any person or party, as a result thereof, suffer or sustain personal injury, death or property loss or damage, or a violation of any other right protected by law.

33. INSURANCE. The **CONTRACTOR** prior to performing the Work and during the Contract term, shall carry the insurance policies in the following minimum limits, which shall be written and enforceable in accordance with the laws of the State of Wisconsin.

Commercial General Liability:

\$1,000,000.00 each occurrence

General Aggregate - \$2,000,000.00 each occurrence

Automobile Liability:

Bodily Injury per Person –\$1,000,000.00
Bodily Injury per Accident –\$1,000,000.00
Property Damage – \$200,000.00; OR a combined single limit of \$1,000,000.00.
Worker’s Compensation: Statutory limits.
Employer’s Liability
\$100,000 Each Accident
\$100,000 Disease, Each Employee
\$500,000 Disease, Policy Limit
Umbrella Liability
\$2,000,000 over the primary insurance coverage listed.

Said insurance coverage shall be verified by a Certificate of Insurance issued to **CITY**, which shall provide that should any of the described policies be canceled or amended before the expiration date, the issuing company will endeavor to mail a thirty (30) day written notice to the certificate holder. The **CITY** shall be named as an additional insured with respect to the insurance coverages listed above and the **CITY** shall be provided with an additional insured endorsement certifying that the **CITY** is an additional insured with respect to the insurance coverages listed above.

34. COOPERATION. The **CONTRACTOR** shall permit **CITY** employees and representatives to have reasonable access to the work site at all times.

35. SEVERABILITY. It is mutually agreed that in case any provisions of this Contract is determined by a Court of Law to be unconstitutional, illegal or unenforceable, then it is the intention of the parties that all other provisions of this Contract shall remain in full force and effect.

36. NONDISCRIMINATION. In the performance of the Work under this Contract, the **CONTRACTOR** agrees not to discriminate against any employee or applicant for employment contrary to any Federal, State or local law, rule or regulation, because of race, religion, marital status, age, creed, color, sex, handicap, national origin, or ancestry, sexual orientation, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, political beliefs, or student status. The Work is to be performed in accordance with the Federal Americans With Disabilities Act.

37. NO THIRD PARTY BENEFICIARIES. This Contract is intended to be solely for the benefit of the parties hereto.

38. FULL AGREEMENT – MODIFICATION. This Contract shall be the full and complete agreement and understanding of the parties and shall supersede all oral or written statements or documents, inconsistent herewith. This Contract can be modified, in writing, by the mutual agreement of the parties, said amendment to be attached and incorporated herein, it being expressly understood that the **CITY** Director of Public Works must approve any amendment of this Contract.

39. NOTICES. Notices required by or relevant to this Contract shall be furnished by the **CONTRACTOR** to the **CITY** by personal service or by certified mail with return receipt, sent or delivered to the **FORESTER**, Director of Public Works and the City Clerk at the Municipal Building, 625 – 52nd Street, Kenosha, Wisconsin 53140, with a copy to the City Attorney at the foregoing address.

Notices required by or relevant to this Contract shall be furnished by the **CITY** to the **CONTRACTOR** by personal service or by certified mail with return receipt sent or delivered to:

Ross Swartz
PAUL SWARTZ NURSERY & GARDEN SHOP, INC.
30728 93rd Street, Burlington, Wisconsin, 53105

40. EXECUTION AUTHORITY. The **CITY** and the **CONTRACTOR** each certify that they have authority under their respective organizational structure and governing laws to execute this Contract.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Contract on the dates given below.

**CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation**

BY: _____
MICHAEL M. LEMENS, Director,
Department of Public Works
Date: _____

BY: _____
DIRK NELSON, City Forester
Date: _____

STATE OF WISCONSIN)

:SS.

COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2014
MICHAEL M. LEMENS, Director of Public Works, and **DIRK NELSON, City Forester**, of the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Mayor and City Clerk/Treasurer of said City, and acknowledged that they executed the foregoing instrument as such officers as the agreement of said City, by its authority.

Notary Public, Kenosha County, WI.
My Commission expires/is: _____

PAUL SWARTZ NURSERY & GARDEN SHOP, INC.

BY: _____
Ross P. Swartz, President

Date: _____

BY: _____
Elizabeth A. Swartz, Secretary

Date: _____

STATE OF WISCONSIN)

:SS.

COUNTY OF KENOSHA)

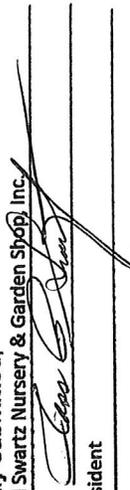
Personally came before me this _____ day of _____, 2014,
Ross P. Swartz, President and **Elizabeth A. Swartz, Secretary**, of **PAUL SWARTZ NURSERY & GARDEN SHOP, INC.**, a Wisconsin corporation, to me known to be such President and Secretary of said company, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said corporation, by its authority.

Drafted By:
JONATHAN A. MULLIGAN,
Assistant City Attorney

EXHIBIT A

PROPOSAL FOR PARKWAY TREE PLANTING
 REVISED 2013 KENOSHA STREET TREES
 PROJECT NO. 14-1418

COMMON NAME	BOTANICAL NAME	SIZE	ROOT	QTY.	UNIT PRICE	TOTAL COST
Autumn Gold Ginkgo	Ginkgo Biloba "Autumn Gold"	2"	B&B	15	\$ 195.00	\$ 2,925.00
Japanese Tree Lilac	Syringa Reticulate "Ivory Silk" Tree Form	2"	B&B	15	\$ 175.00	\$ 2,625.00
Ironwood	Ostrya Virginiana	2"	B&B	20	\$ 210.00	\$ 4,200.00
Adirondak Crab	Malus "Adirondak"	2"	B&B	20	\$ 175.00	\$ 3,500.00
Silver Linden	Tilia Tormentosa	2"	B&B	30	\$ 180.00	\$ 5,400.00
Marmo Maple	Acer x Freemanii "Marmo"	2"	B&B	30	\$ 180.00	\$ 5,400.00
Exclamation! London Planetree	Plantanus x Acerifolia "Morton Circle"	2"	B&B	15	\$ 195.00	\$ 2,925.00
Frontier Elm	Ulmus "Frontier"	2"	B&B	10	\$ 185.00	\$ 1,850.00
				Sub-Total		28,825.00
				Street Occupancy Permit Allowance	\$50.00	
				TOTAL (Subtotal + Permit Allowance)		28,875.00

Respectfully submitted,
 Firm: Paul Swartz Nursery & Garden Shop, Inc.
 Signature: 
 Title: President

Address: 30728 93rd Street Burlington, WI 53105
 Phone: 262-537-8083
 Fax: 262-537-8092



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER
CATHY AUSTIN, P.E.
ASSISTANT CITY ENGINEER
KILE KUHLMEY
SOIL EROSION SPECIALIST

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

DEPARTMENT OF STORMWATER UTILITY

MICHAEL M. LEMENS, P.E., DIRECTOR
SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

MUNICIPAL BUILDING · 625 - 52ND ST · RM 305 · KENOSHA, WI 53140
TELEPHONE (262) 653-4050 · FAX (262) 653-4056
EMAIL SWU@KENOSHA.ORG

April 30, 2014

To: Patrick Juliana, Chairman
Stormwater Utility Committee

Eric Haugaard, Chairman
Public Works Committee

From: Shelly Billingsley, P.E. *Shelly Billingsley*
Deputy Director of Public Works / City Engineer

4-30-14

Subject: *Approval of Settlement Agreement by and between the City of Kenosha, Wisconsin with Veit & Company, Inc.*

BACKGROUND INFORMATION

Staff requested the project closeout and acceptance be turned over to the City Attorney's office. Through several negotiation efforts between, City Attorney's Office, Engineering Division and Veit & Company, Inc. the attached document has been drafted.

RECOMMENDATION

Approve the Settlement Agreement by and between the City of Kenosha, Wisconsin with Veit & Company, Inc.

SETTLEMENT AGREEMENT

This Settlement Agreement is made effective April ___, 2014, by and between the City of Kenosha, Wisconsin and Veit & Company, Inc. ("Veit").

- A. In 2011 Veit bid and was awarded by the City of Kenosha the Pennoyer Beach Outfall Infiltration Basin project. The original contract sum was \$316,742. Veit has performed work and has billed \$406,255. The City of Kenosha has objected to Veit's billing and workmanship and has paid \$237,507.72 to date.
- B. The City of Kenosha also has claimed that certain aquatic plantings have failed and should be replaced under warranty provisions of the contract as specified.
- C. To date, Veit has not paid the \$2,000.00 City Erosion Control Permit fee necessary to complete the contract work.
- D. The parties met in Kenosha on December 5, 2013, and, without either party admitting any liability, have agreed to a settlement as follows:
 - 1. The City of Kenosha will pay Veit and Veit will accept as full satisfaction of the contract \$73,855.90. City shall return settlement funds within thirty (30) days of settlement approval by the Common Council.
 - 2. This settlement is conditioned on the Common Council approving the payment. The Parties shall retain all claims absent such approval.
 - 3. Upon payment of settlement, Veit will complete and return within thirty (30) days project closing affidavits attached hereto as **Attachment 1**.
 - 4. The City of Kenosha will permit Veit to bid on future projects. City shall process all bids in ordinary course. Veit shall be subject to regular required statutory qualification procedures. City shall not unreasonably withhold qualification and shall not withhold qualification based upon the results of this project.
 - 5. The parties agree that Veit's employees and the Kenosha Department of Public Works' employees will not disparage each other in the future to other bidders, to general contractors, to the Great Lakes Regional Office of the Environmental Protection Agency, or to any other persons.
 - 6. Veit will arrange for its aquatic plant subcontractor to replant the areas identified as Bioswale 1, Bioswale 2, Bioswale 3 and Bioswale 4 in **Attachment 2** no later than June 1, 2014 and to maintain those plants pursuant to Section 32 93 10, Part 3.08 (Maintenance During Warranty Period) of the Contract between the parties, for a period of ninety (90) days.

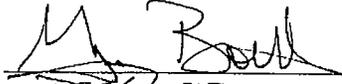
7. No other warranty claims exist for plantings and after the plants are replaced pursuant to this Agreement and at the end of the ninety (90) day period, no further warranty shall exist for plantings. There are no other known warranty claims.

8. Veit will provide Post-Warranty Maintenance pursuant to Section 32 93 10, Part 3.09 (Post-Warranty Maintenance) of the Contract to the areas described in Attachment 2.

9. The parties agree that upon receipt of the payments and performance of the warranty, aquatic plant warranty work and required maintenance, they release each other of any claims arising out of the performance of Project No. 120091, Pennoyer Beach Outfall Infiltration Basin.

Dated: 4-1, 2014

Veit & Company, Inc.

Its 
PRESIDENT

By Greg Boelke, President

Dated: _____, 2014

City of Kenosha

Its _____

By _____

DRAFTED BY:

Matthew A. Knight
Deputy City Attorney
625 52nd Street, RM 201
Kenosha, Wisconsin 53140
Phone: 262-653-4170
Fax: 262-653-4176
mknight@kenosha.org

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ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR.
SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS
MICHAEL M. LEMENS, P.E., DIRECTOR
SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

MUNICIPAL BUILDING · 625 - 52ND ST · RM 305 · KENOSHA, WI 53140
TELEPHONE (262) 653-4050 · FAX (262) 653-4056
EMAIL PUBLICWORKS@KENOSHA.ORG

March 25, 2014

Veit & Company
2445 S. 179th Street, Suite E
New Berlin, WI 53146

Subject: Affidavits Required Prior to Final Payment

Project: #11-1125 Pennoyer Outfall Stormwater Infiltration Basin

Pursuant to your contract, you are required to pay your employees not less than the prevailing wage rate applicable in Kenosha at the time of contract signing. You are also required to promptly pay all subcontractors and suppliers for all labor, services, supplies or material which they may directly or indirectly furnish in the fulfillment of said contract and secure, as soon as possible, a waiver of lien or the release of any and all liens which may attach as a result of the work, to be furnished to the engineer before the final payment is made.

Please provide this office with the original of the attached affidavits:

1. Prime Contractor Affidavit of Compliance with Prevailing Wage Rate Determination listing all subcontractors.
2. Agent or subcontractor Affidavit of Compliance with Prevailing Wage Rate Determination
3. Affidavit Respecting Construction Lien Waivers/Releases – **this affidavit is not the same as a lien waiver**
4. **Your original lien waiver**

As a condition of the Affidavit respecting construction lien waivers/releases, also provide the original of the lien waivers or releases for ALL subcontractors and material suppliers involved in the project as listed below:

1. Applied Ecological Services
2. Any other subcontractor or supplier.

If any of the above were not used, please provide a letter so stating.

The above documents, Affidavits and Lien Waivers/Releases, are required as a condition of the city processing your request for final payment with respect to said project.

Sincerely,

A handwritten signature in cursive script that reads "Shelly Billingsley".
Shelly Billingsley, P.E.
Deputy Director of Public Works/City Engineer

cc: File

Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination

Authorization for this form is provided under Sections 66.0903(9)(b), 66.0904(7)(b) and 103.49(4r)(9b), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes. Personal information you provide may be used for secondary purposes [Privacy Law, Section 15.04(1)(m), Wisconsin Statutes].

This form must **ONLY** be filed with the **Awarding Contractor** indicated below.

State Of _____))SS County Of _____)	Project Name	
	DWD Determination Number	Project Number (if applicable)
	Date Determination Issued	Date of Subcontract
	Awarding Contractor	
	Date Work Completed	

After being duly sworn, the person whose name and signature appears below hereby states under penalty of perjury that

- I am the duly authorized officer of the corporation, partnership, sole proprietorship or business indicated below. We have recently completed all of the work required under the terms and conditions of a subcontract with the above-named awarding contractor. We make this affidavit in accordance with the requirements set forth in Section 66.0903(9)(b), 66.0904(7)(b) or 103.49(4r)(b), Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code in order to obtain FINAL PAYMENT from such awarding contractor.
- I have fully complied with the entire wage and hour requirements applicable to this project, including all of the requirements set forth in the prevailing wage rate determination indicated above which was issued for such project by the Department of Workforce Development on the date indicated above.
- I have received the required affidavit of compliance from each of my agents and subcontractors that performed work on this project and have listed each of their names and addresses on page 2 of this affidavit.
- I have full and accurate records that clearly indicate the name and trade or occupation of every worker(s) that I employed on this project, including an accurate record of the hours worked and actual wages paid to such worker(s).
- I will retain the records and affidavit(s) described above and make them available for inspection for a period of at least three (3) years from the completion date indicated above at the address indicated below and shall not remove such records or affidavit(s) without prior notification to the awarding contractor.

Name of Corporation, Partnership, Sole Proprietorship, Business, State Agency or Local Governmental Unit				
Street Address or PO Box	City	State	Zip Code	Telephone Number ()
Print Name of Authorized Officer			Date Signed	
Authorized Officer Signature				

List of Agents and Subcontractors

Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ()			Telephone Number ()		
Name			Name		
Street Address			Street Address		
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Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ()			Telephone Number ()		

If you have any questions call (608) 266-6861

Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination

Authorization for this form is provided under Sections 66.0903(9)(c), 66.0904(7)(c) and 103.49(4r)(c) Wisconsin Statutes.

The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.

Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1)(m), Wisconsin Statutes].

This form must **ONLY** be filed with the **Awarding Agency** indicated below.

State Of)	Project Name	
	DWD Determination Number	Project Number (if applicable)
County Of))SS	Date Determination Issued	Date of Contract
	Awarding Agency	
	Date Work Completed	

After being duly sworn, the person whose name and signature appears below hereby states under penalty of perjury that

- I am the duly authorized officer of the corporation, partnership, sole proprietorship or business indicated below and have recently completed all of the work required under the terms and conditions of a contract with the above-named awarding agency and make this affidavit in accordance with the requirements set forth in Section 66.0903(9)(c), 66.0904(7)(c) or 103.49(4r)(c), Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code in order to obtain FINAL PAYMENT from such awarding agency.
- I have fully complied with all the wage and hour requirements applicable to this project, including all of the requirements set forth in the prevailing wage rate determination indicated above which was issued for such project by the Department of Workforce Development on the date indicated above.
- I have received the required affidavit of compliance from each of my agents and subcontractors that performed work on this project and have listed each of their names and addresses on page 2 of this affidavit.
- I have full and accurate records that clearly indicate the name and trade or occupation of every worker(s) that I employed on this project, including an accurate record of the hours worked and actual wages paid to such worker(s).
- I will retain the records and affidavit(s) described above and make them available for inspection for a period of at least three (3) years from the completion date indicated above at the address indicated below and shall not remove such records or affidavit(s) without prior notification to the awarding agency indicated above.

Name of Corporation, Partnership, Sole Proprietorship, Business, State Agency or Local Governmental Unit				
Street Address	City	State	Zip Code	Telephone Number
Print Name of Authorized Officer			Date Signed	
Signature of Authorized Officer				

List of Agents and Subcontractors

Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ()			Telephone Number ()		
Name			Name		
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If you have any questions call (608) 266-6861

SECTION 32 91 10
BIOSWALE FACILITIES

PART 1 GENERAL

1.01 SUMMARY

A. Section includes:

1. Permanent drainage systems to enhance stormwater management by reducing discharge of stormwater pollutants, and decreasing runoff peak flow rates and volumes.

B. Measurement and Payment:

1. Pea Gravel:

- a. For unit price bid per ton of pea gravel furnish labor, materials, equipment, site preparation, placement and compaction of materials as specified, clean up, and incidentals necessary to complete the Work as specified. Furnishing and installing the 2-4 inches of sand below the pea gravel shall be incidental to this bid item.
- b. Measurement for payment shall be per ton of pea gravel furnished and installed.

2. Engineered Soil:

- a. For unit price bid per cubic yard of engineered soil furnish labor, materials meeting the specific requirements of this specification, equipment, site preparation, placement of materials as specified, clean up, and incidentals necessary to complete the Work as specified.
- b. Measurement for payment shall be per cubic yard of engineered soil furnished and installed.

3. Underdrain Pipe (6-inch Dia.)

- a. For unit price bid per linear foot of perforated and non-perforated underdrain pipe including filter sock furnish labor, pipe materials, pipe laying, fittings including bends, wyes, tees, and increasers, equipment, concrete pipe anchor, placement and compaction, cleanup, and incidentals necessary to complete the Work as specified.
- b. Measurement for payment shall be per linear foot of perforated pipe underdrain measured on straight horizontal line along centerline of sewer including fittings, but excluding storm drainage structures, furnished and installed.

4. PVC Cleanout (6-inch Dia.)

- a. For unit price bid per each cleanout furnish labor, equipment, materials, placement and compaction, cleanup, and incidentals necessary to complete the Work as specified.
- b. Measurement for payment shall be per each cleanout furnished and installed.

1.02 DEFINITIONS

- A. State Specifications: State of Wisconsin DOT, Division of Highways, "Standard Specifications for Highway and Structure Construction," 2012 Edition.
 - B. Standard Specifications: "Standard Specifications for Sewer and Water Construction in Wisconsin," Sixth Edition, December 22, 2003 with Addendum No. 1 dated December 22, 2004.
 - C. WDNR Standard: Wisconsin Department of Natural Resources Conservation Practice Standard 1004, "Bioretention for Infiltration."
- 1.03 SUBMITTALS
- A. Product Data:
 - 1. Filter fabric sample and manufacturer's literature.
 - 2. Engineered soil filter bed sample and manufacturer's literature, soil mix component percentages and installation recommendations.
 - 3. Perforated underdrain pipe manufacturer's product data.
 - 4. Pea gravel – location of source of pea gravel, and one sieve analysis
 - B. Test Results.
 - C. Miscellaneous Submittals:
 - 1. Test results to verify fill materials meet specifications.
 - D. Submit product information to OWNER a minimum of 14 days prior to placement and in accordance with section 01 33 13 of this Specification.

PART 2 PRODUCTS

2.01 ENGINEERED SOIL FILTER BED

- A. The soil shall be engineered to the following specifications:
 - 1. The planting mixture shall be, by volume: 75% sand and 25% compost, and must be well mixed prior to placement.
 - a. The mineral sand component shall meet the requirements of the WDNR Standard,, be pre-washed to remove clay and silt particles, and dried prior to mixing. Calcium carbonated, dolomitic, or manufactured sand, and other substitutions are not allowed.
 - b. The soil component shall be a USDA classified sandy loam, loamy sand or loam texture. The soil component textural class shall be verified by a laboratory analysis or a professional acceptable to the jurisdiction having authority.
 - c. The compost component shall meet the following specifications:
 - 1) Particle Size - 98% of the compost shall pass through a 0.75 inch screen.
 - 2) Physical Contaminants - Less than 1% combined glass, metal and plastic.
 - 3) Organic Matter/Ash Content - Compost shall have at least 40% organic matter and less than 60% ash content.
 - 4) Carbon to Nitrogen Ratio - The ratio shall be 10-20:1 C:N ratio.
 - 5) pH - The pH of the compost shall be between 6 and 8.
 - 6) Soluble salts – Electrical conductivity shall be below 10 dS m⁻¹ (mMhos cm⁻¹)
 - 7) Moisture Content - The compost shall have a moisture content between 35% and 50% by weight.

- 8) Maturity - The compost shall be resistant to further decomposition and free of compounds, such as ammonia and organic acids, in concentrations toxic to plant growth. (A Solvita Method Compost Maturity Index of 6-8 would be an indicator of mature compost. A seedling germination test of 88% or higher would be another indicator of mature compost.)
- 9) Residual Seeds & Pathogens - Pathogens and noxious seeds shall be minimized. (This may be achieved through a composting method that maintains a minimum critical temperature (55 degrees Celsius) for at least 3 consecutive days for compost piles and for at least 15 consecutive days for turned windrow systems.)
- 10) Other Chemical Contaminants - Concentrations of heavy metals such as arsenic, cadmium, copper, lead, mercury, molybdenum, nickel, selenium and zinc should be negligible and shall be in compliance with US EPA 503 regulations for Class A biosolids.

2. The engineered soil mix shall be free of rocks, stumps, roots, brush or other material over 1 inch in diameter. No other materials shall be mixed with the planting soil that may be harmful to plant growth or prove a hindrance to planting or maintenance.
3. The engineered soil mix shall have a pH between 5.5 and 6.5.
4. The engineered soil mix shall have adequate nutrient content to meet plant growth requirements.

2.02 UNDERDRAIN PIPE

- A. All perforated underdrain pipe shall meet the requirements Section 530 of "State Specifications" such as double walled and slotted N-12 Pipe as manufactured by Advanced Drainage Systems, Inc., or approved equal.
- B. All sewer fittings and joints used in conjunction with the underdrain shall be those manufactured for that purpose and meet the requirements of AASHTO M-252.
- C. Non-gasketed joints shall use internal or external couplers covering a minimum of two corrugations at each end.
- D. Provide special shapes and fittings in underdrain pipe as required for bends and other special conditions. Perforated pieces shall have positive coupling method; butted square cut ends not acceptable. Underdrain pipe shall be perforated and non-perforated as indicated on the Drawings.

2.03 PVC CLEANOUT

- A. PVC Pipe and Fittings: Perforated Schedule 40, Type 2, conforming to ASTM D1785. Perforation, size, and spacing shall conform to ASTM C444, Type 1. Pipe joints shall be solvent weld type. Solvent and procedure used shall be as recommended by pipe manufacturer.
- B. Cap shall be a screw-on water-tight cap recommended by pipe manufacturer.

2.04 PEA GRAVEL

- A. The pea gravel shall meet the gradation specified in ASTM D448 No. 6, and shall be double-washed naturally rounded non-fractured gravel.

2.05 FILTER SOCK

- A. The fabric of the filter sock shall have a flow rate capable of passing water at a rate equal to or greater than the perforations of the underdrain pipe. The fabric shall meet the requirements of Section 612 of the "State Specifications".

2.06 SAND

- A. The sand for the sand/native soil interface layer shall meet one of the following gradation requirements:
1. USDA Coarse Sand (.02 - .04 inches)
 2. ASTM C33 (Fine Aggregate Concrete Sand)
 3. Fine Aggregate Concrete Sand as defined in the State Specifications Section 501.2.5.3.4

PART 3 EXECUTION

3.01 PREPARATION

- A. Notify corporations, companies, individuals or authorities owning conduit, wire or pipes running to property or encountered during excavating operations. Cap or remove services in accordance with instructions by OWNERS of said services. Protect, support, and maintain remaining conduits, drains, sewers, pipes, and wires.

3.02 INSTALLATION

- A. Excavate and prepare bioswale in accordance with Sections 31 22 00.
- B. Compaction and smearing of the soils beneath the floor and side slopes of the bioretention area, and compaction of the soils used for backfill in the soil planting bed shall be minimized. During site development, the area dedicated to the biofiltration swale shall be cordoned off to prevent access by heavy equipment. Acceptable equipment for constructing the bioswale includes excavation hoes, light equipment with turf type tires, marsh equipment or wide-track loaders.
- C. Three inches of sand shall be placed below the pea gravel storage area and vertically mixed with the native soil interface to a depth of 2-4 inches.
- D. Lay pipe to lines and grades shown on pea gravel and surrounded on side and top with pea gravel.
- E. Place filter sock in accordance with manufacturer's written recommendations over perforated underdrain pipe.
- F. The engineered soil shall be pre-mixed and the moisture content shall be low enough to prevent clumping and compaction during placement. The engineered soil lifts shall be placed in multiple lifts, each approximately 12 inches in depth, unless the total engineered soil depth is less than 18 inches.
- G. Steps may be taken to induce mild settling of the engineered soil bed as needed to prepare a stable planting medium and to stabilize the ponding depth. Vibrating plate style compactors shall not be used to induce settling. If the final top surface of the engineered soil is compacted, mitigation measures such as roto-tilling or raking shall be taken.
- H. If possible, settling of the planting bed should be accomplished naturally by allowing the filled bed to sit for several months. This will require over-filling the planting area so that after settling, the proper ponding depth is achieved. Watering each lift of the planting bed to induce settling is not recommended unless water can be gently applied and the watered lift is allowed sufficient time (at least 24 hours) to thoroughly drain prior to adding the subsequent lift and at least 48 hours prior to adding mulch.

3.03 SEDIMENTATION AVOIDANCE

- A. Construction site runoff from disturbed areas shall not be allowed to enter the bioswale device. Runoff from pervious areas shall be diverted from the device until the pervious areas have undergone final stabilization.
 - B. Construction shall be suspended during periods of rainfall or snowmelt. Construction shall remain suspended if the ponded water is present or if residual soil moisture contributes significantly to the potential for soil smearing, clumping or other forms of compaction.
- 3.04 ADJUSTMENT AND CLEANING
- A. Dispose of materials not suitable for bioswale off-site.

*** END OF SECTION ***

PART 2 PRODUCTS

2.01 PLANT SPECIMENS

A. General:

1. Plant material shall be nursery grown unless otherwise specified or approved in writing by ENGINEER. Plants shall be grown within USDA Plant Hardiness Zones 4-5. CONTRACTOR shall submit purchase orders to ENGINEER which indicate location of grower and plants purchased prior to commencing work.
2. Unless specifically noted otherwise, plants shall be of selected specimen quality; have normal habit of growth; and be sound, healthy, vigorous plants with well-developed root systems. Plants shall be free of disease, insect pests, their eggs or larvae, and injuries.
3. See Section 2.01 C Plants, mix, quantity and species according to locations shown on drawings

B. Plants (Designated Container or Pot):

1. Container grown plants shall have heavy fibrous root system, or well-developed tap root, developed by proper horticultural practice including transplanting and root pruning.
2. Root system shall have developed sufficiently long for new fibrous roots to develop so root mass will retain its shape and hold together when removed from container.
3. Bare root plants are unacceptable except for beach grasses.
4. All plant material shall meet the requirements and specifications of the American Association of Nurserymen, American Standard for Nursery Stock (ANSI Z60-1990). Non-conforming plant material may be rejected by the ENGINEER any time prior to final acceptance.
5. All plant material shall conform to Subsection 632.2 of the State Specifications.

C. Infiltration Basin and Bioswale Plants Mixes

Dune Zone plugs	(12 inch spacing)	
Latin Name	Common Name	% of Mix
<i>Ammophila breviligulata</i> *	Beach Grass	100%

*Each plug (plant) shall contain at least 2 stems.

Wet Native plugs	(18 inch spacing)	
Latin Name	Common Name	% of Mix
<i>Mimulus ringens</i>	Monkeyflower	10%
<i>Allium cernuum</i>	Nodding Wild Onion	10%
<i>Liatris pycnostachya</i>	Prairie Blazing Star	10%
<i>Eupatorium perfoliatum</i>	Boneset	10%
<i>Aster novae-angliae</i>	New England Aster	15%
<i>Carex vulpinoidea</i>	Fox Sedge	15%
<i>Zizia aurea</i>	Golden Alexander	10%
<i>Penstemon digitalis</i>	Bearded Foxglove	10%
<i>Iris versicolor</i>	Blue Flag Iris	10%

Mesic Native plugs	(18 inch spacing)	
Latin Name	Common Name	% of Mix
<i>Petalostemum purpureum</i>	Purple Prairie Clover	15%
<i>Ratibida pinnata</i>	Yellow Coneflower	15%
<i>Rudbeckia hirta</i>	Black-eyed Susan	20%
<i>Monarda fistulosa</i>	Bergamot	20%
<i>Ammophila breviligulata</i>	Beach Grass	30%

Bioswale Sun plugs (For Bioswale 3)	(12 inch spacing)	
Latin Name	Common Name	% of Mix
<i>Bouteloua curtipendula</i>	Sideoats Grama	10%
<i>Carex lupulina</i>	Hop Sedge	10%
<i>Carex vulpinoidea</i>	Fox Sedge	10%
<i>Echinacia pallida</i>	Pale Purple Cone Flower	10%
<i>Eupatorium perfoliatum</i>	Boneset	10%
<i>Gentiana andrewsii</i>	Bottle Gentian	10%
<i>Iris versicolor</i>	Blue Flag Iris	10%
<i>Lobelia cardinalis</i>	Cardinal Flower	10%
<i>Tradesantia ohionsis</i>	Spiderwort	10%
<i>Bouteloua curtipendula</i>	Sideoats Grama	10%

Bioswale Shade plugs (For Bioswales 1, 2, and 4)	(12 inch spacing)	
Latin Name	Common Name	% of Mix
<i>Allium cernuum</i>	Nodding Wild Onion	10%
<i>Aquilegia canadensis</i>	Wild Columbine	10%
<i>Aster lateriflorus</i>	Calico Aster	10%
<i>Carex lupulina</i>	Hop Sedge	15%
<i>Carex muskingumensis</i>	Palm Sedge	15%
<i>Iris versicolor</i>	Blue Flag Iris	10%
<i>Lobelia cardinalis</i>	Cardinal Flower	10%
<i>Mertensia virginicus</i>	Virginia Bluebell	10%
<i>Zizia aurea</i>	Golden Alexander	10%

2.02 PLANT SUPPLIERS

- A. At CONTRACTOR'S option, CONTRACTOR may contact following companies for plant, tree, and shrub supplies:

American Natives
c/o Prairie Nursery
P.O. Box 306
Westfield, WI 53964

Prairie Ridge Nursery
9738 Overland Road
Mt. Horeb, WI 53572

Wildlife Nurseries
P.O. Box 2724
Oshkosh, WI 54903-2724

Taylor Creek Restoration Nursery
17921 Smith Road, P.O. Box 256
Brodhead, WI 53520

Spence Restoration Nursery
2220 E. Fuson Road
Muncie, Indiana 47302

Bioretention For Infiltration (1004)

Wisconsin Department of Natural Resources
Conservation Practice Standard

I. Definition

A bioretention device is an *infiltration device*¹ consisting of an excavated area that is back-filled with an engineered soil, covered with a mulch layer and planted with a diversity of woody and herbaceous vegetation. Storm water directed to the device percolates through the mulch and engineered soil, where it is treated by a variety of physical, chemical and biological processes before infiltrating into the *native soil*.

II. Purpose

A bioretention device may be applied individually or as part of a system of stormwater management practices to support one or more of the following purposes:

- Enhance storm water *infiltration*
- Reduce discharge of storm water pollutants to surface and ground waters
- Decrease runoff peak flow rates and volumes
- Preserve base flow in streams
- Reduce temperature impacts of storm water runoff

III. Conditions Where Practice Applies

Bioretention devices are suitable for small drainage areas where increased urban storm water pollutant loadings, thermal impacts, runoff volumes and peak flow discharges are a concern and the area is suitable for infiltration. Bioretention devices are best suited to providing on-site stormwater management opportunities adjacent to *source areas* such as landscaped areas, rooftops, parking lots and streets.

Bioretention devices are not suitable for controlling construction site erosion. These devices will not treat chlorides, and will be damaged by heavy loading of salt-based deicers.

IV. Federal, State and Local Laws

Users of this standard shall be aware of applicable federal, state and local laws, rules, regulations or permit requirements governing bioretention devices. This standard does not contain the text of federal, state or local laws.

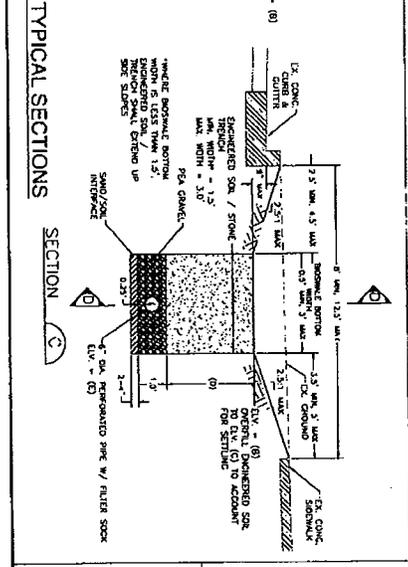
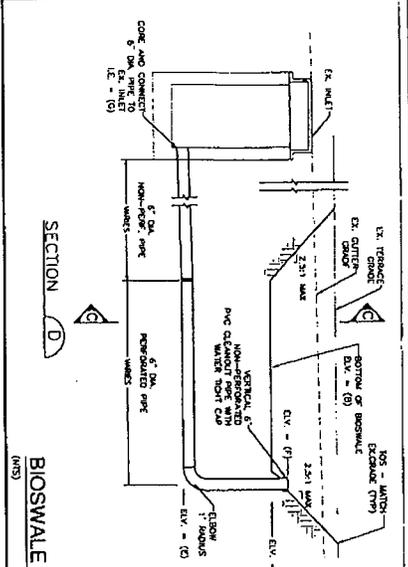
V. Criteria

A. Site Criteria

1. A site selected for construction of a bioretention device shall be evaluated in accordance with the WDNR Conservation Practice Standard 1002, "Site Evaluation for Stormwater Infiltration" and shall meet the site requirements of that standard.
2. The following site criteria shall also be met:
 - a. Private Onsite Wastewater Treatment System (POWTS) – The bioretention device shall be located a minimum of 50 feet from any POWTS and shall not be *hydraulically connected* to the POWTS dispersal cell or cause negative impacts such as cross contamination.
 - b. Foundations – The bioretention device shall not be hydraulically connected to building or pavement foundations or cause negative impacts to structures.
 - c. Slopes – Sloped areas immediately adjacent to the bioretention device shall be less than 20% but greater than 0.5% for pavement and greater than 1% for vegetated areas to ensure positive flow towards the device.
 - d. Maximum Drainage Area – The area draining to the bioretention device shall not exceed 2 acres. The drainage area shall not contain significant sources of soil erosion.

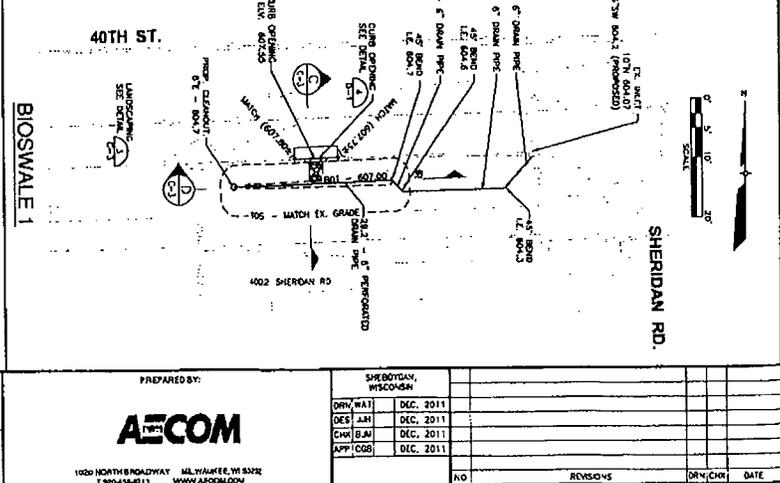
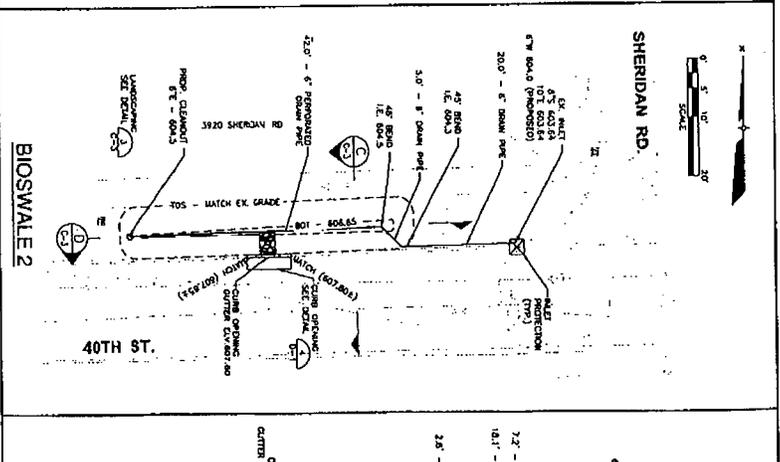
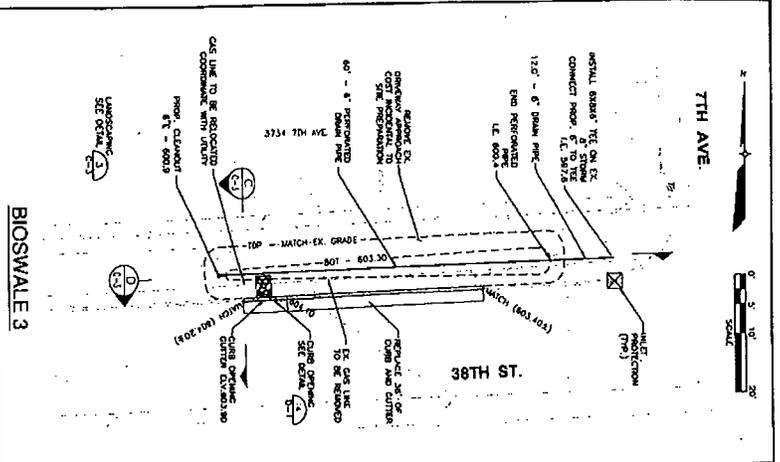
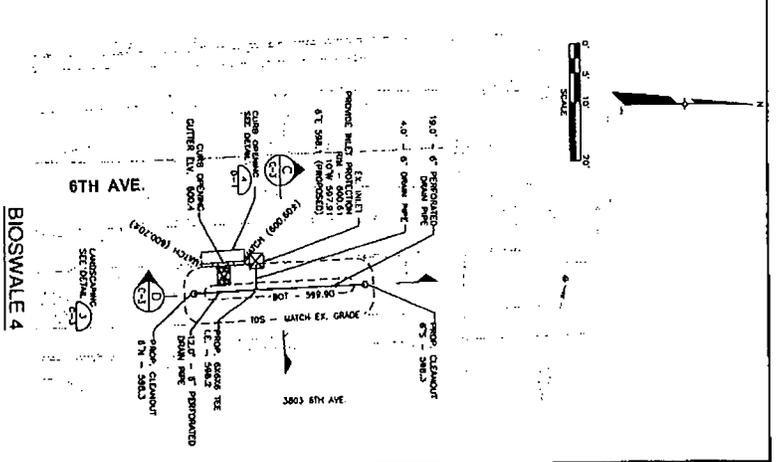
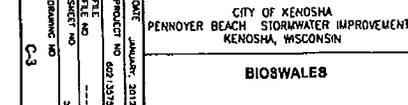
Conservation Practice Standards are reviewed periodically and updated if needed. To obtain the current version of this standard, contact your local WDNR office or the Standards Oversight Council office in Madison, WI at (608) 833-1833.

¹ Words in the standard that are shown in italics are described in X. Definitions. The words are italicized the first time they are used in the text.



BIOSWALE CELL ELEVATIONS

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
BIOSWALE	BOTTOM ELEV.	DRAINAGE POINT ELEV.	LANDSCAPING POINT ELEV.	UNDERDRAIN INVERT ELEV.	UNDERDRAIN INVERT ELEV.	UNDERDRAIN INVERT ELEV.	EX. MLET UNDERDRAIN INVERT ELEV.
1	607.00	607.10	1.50	604.70	607.70	607.70	604.20
2	604.30	604.30	1.60	602.70	607.60	607.60	604.20
3	603.30	603.40	1.60	601.80	607.00	607.00	604.20
4	598.90	600.00	0.60	598.40	600.00	600.00	598.10



PREPARED BY: **AECOM**

1600 NORTH BROADWAY MILWAUKEE, WI 53222
T 908-582-2111 WWW.AECOM.COM

NO	REVISIONS	DRY/CHK	DATE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

CITY OF KENOSHA
PENNOYER BEACH STORMWATER IMPROVEMENTS
KENOSHA, WISCONSIN

BIOSWALES

PROJECT NO: 602-1312
DATE: JANUARY, 2012
FILE NO:
SHEET NO: 3

SHERIDAN, WISCONSIN
DRY, WAT: DEC. 2011
DES: JAH: DEC. 2011
CHK: BLM: DEC. 2011
APP: CGB: DEC. 2011



Tina M. Schmitz
Chief Financial Officer
Ph: 262.925.3468
tschmitz@kaba.org

DATE: April 18, 2014

TO: Jeffrey Labahn, AICP
Director of City Development, City of Kenosha

Frank Pacetti
City Administrator, City of Kenosha

FROM: Tina Schmitz, Chief Financial Officer
Kenosha Area Business Alliance, Inc.

RE: KABA 2014 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, 2014. The enclosed reports are for the following projects:

1. Quarterly Economic Development Activity Overview
2. Business Retention & Expansion Program Summary Report
3. City RLF Loan Fund
4. City TID #4 Downtown Loan Fund
5. UDAG Loan Fund

These reports have also been submitted to the City Finance Committee and all City Council Members.

Should you have any questions regarding the attached or desire additional information, please contact me at your convenience.

Tina

Enclosures

cc: City Finance Director
Council Members

Kenosha Area Business Alliance
 Quarterly Loan Fund Report
 January 1, 2014 through March 31, 2014

Key updates regarding 1st Quarter 2014 Economic Development activities include:

Business Retention and Expansion (BRE)

- Heather Wessling, KABA VP of Economic Development, has met with 22 companies throughout Kenosha/Kenosha County since January 1st. Heather has visited over 75 companies since July of last year. Her goal is to visit 100 companies in 2014. These visits have identified important areas of opportunity whereas KABA staff addresses areas in workforce needs, business park development concepts, and assists these companies with equipment or expansion acquisition needs. BRE is an important program to keep the pulse of the business community close at hand so when opportunities or warnings arise, our region has the capacity to respond quickly and appropriately to their needs. Attached is Heather’s BRE Summary Report for the period of January through March.
- KABA is leading the development and launch of a Manufacturing Forum, a regular roundtable/peer learning series for executives and managers of area manufacturing firms. The first forum meets April 25th with an emphasis on developing international business and foreign trade zone tools.

Key Development Deals

- KABA has closed its forgivable loan with Kenall Manufacturing. The company intends to start construction this spring.
- Niagara Bottling, LLC recently announced that it is preparing to invest approximately \$56 million to construct a 377,000 SF production facility in LakeView Corporate Park. The project will create approx. 41 new jobs. KABA initially began working on this opportunity in Sept. 2013. We worked closely with the company, Village officials, and other partners since January to address concerns, distinguish our economic development advantages, and provide assurance that we could help company meet their aggressive project timeline. Niagara was able to come to terms on the purchase of a 22-acre site in LakeView. Bringing Niagara on to the Village of Pleasant Prairie’s utility system is a notable win for the Village and ratepayers.
- In addition to the projects announcements above, KABA continued to work with a number of economic development prospects that are considering Kenosha County for their expansion or relocation plans.

Loan Activity – Outstanding

KABA has outstanding loan approvals or commitments for financing as noted below:

Borrower	Project Type	Financing	Job Creation
Mike's Downtown Kenosha Tavern	Equipment, Leasehold	\$250,000	30

Business Retention and Expansion

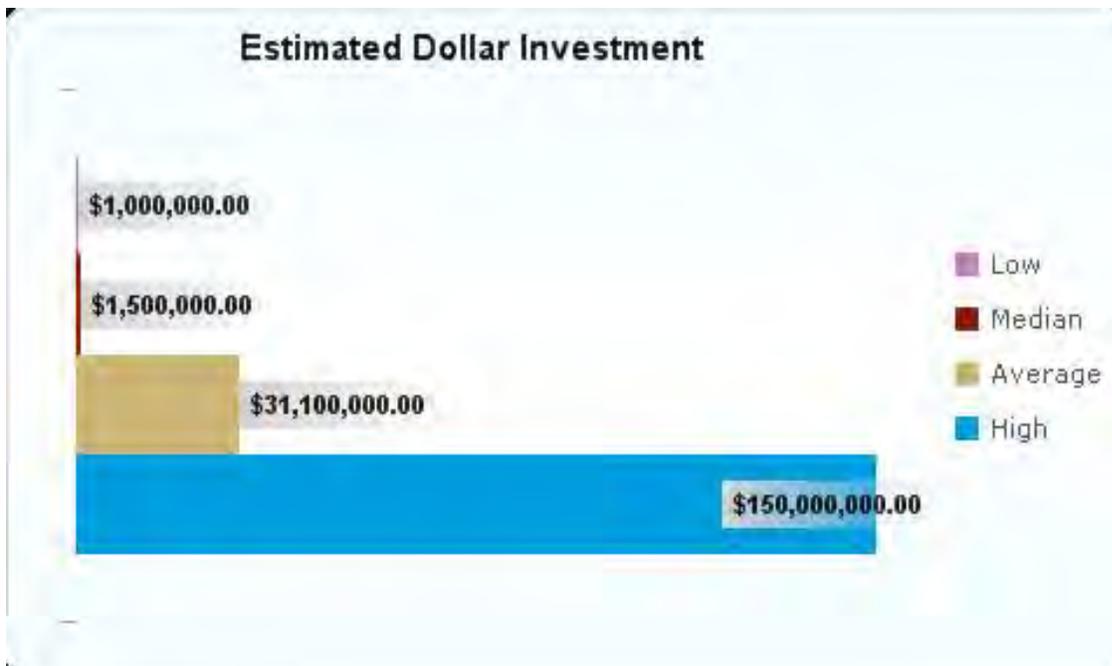
BR|E Summary -- From 1/01/14 – 03/31/14

Interviews: 22

Background: 4 New Companies Added (Meijer, Kenall, Able Distributers and Gestra)

Total: 26 Companies Updated in Synchronist System during period of 1/01-03/31.

- High Investment Number below reflected by recent investment of Meijer into Supervalu acquisition and addition of 350,000 square feet of new space at the Pleasant Prairie facility.
- Small companies reporting more modest investments in new space



- Two small companies closed in western Kenosha County, however, several new companies have been added to Business Park of Kenosha and LakeView Corporate Park including recent announcement of Niagara Bottling Company – largest privately held water bottling company headquartered in California.
- Several companies entering into new markets – international markets where these companies not only produce product but have set up facilities to repair their products overseas.
- Manufacturers Forum launched and first meeting will focus on international trade opportunities for Kenosha County companies to be held April 25, 2014 at the Kenosha Country Club from Noon-5 PM.

**KENOSHA AREA BUSINESS ALLIANCE
City Revolving Loan Fund
Quarterly Status Report ***

Period January 1, 2014 through March 31, 2014

Bank Account Balance as of 1/1/14:	\$ 1,263,853.88
Plus Loan Principal & Interest Received:	\$ 26,937.60
Plus Bank Interest Income:	\$ 415.45
Plus CD Proceeds (Incl. Interest):	\$ -
Plus Loan & Service Income:	\$ -
Less Loan Disbursements:	\$ -
Less CD Purchases:	\$ -
Less Bank/Loan/Service/Legal Expenses:	\$ 2,362.50 ⁽¹⁾
Less Administrative Allocation for 2014:	\$ -
Balance In Bank Account as of 3/31/14:	<u>\$ 1,288,844.43</u>
Balance of CDs as of 3/31/14:	\$ -
Less Outstanding Commitments as of 3/31/14:	\$ -
Less Approved Loans (Commitments Pending):	<u>\$ -</u>
Balance Available for Loans:	<u><u>\$ 1,288,844.43</u></u>

⁽¹⁾ Legal Fees

* There were no loans in arrears as of this report date.

* See attached summary for all active loans in this account.

KENOSHA AREA BUSINESS ALLIANCE, INC. AND ITS SUBSIDIARY
LOAN FUND/ADVANCE RECEIVABLE ANALYSIS SCHEDULE
For the Three Months Ended March 31, 2014

	Original Principal Balance	Principal Balance at 1/1/2014	Current Year Borrowings	Principal Receipts YTD 3/31/2014	Interest Receipts YTD 3/31/2014	Principal Balance 3/31/2014	Current Interest Rate
City Revolving Loan Fund (CITY/RLF)							
Madson Investments, LLC	\$ 500,000.00	\$ 179,111.25		\$ 4,089.70	\$ 1,333.13	\$ 175,021.55	3.00%
Centrealstate, Inc.	\$ 325,000.00	\$ 259,912.07		\$ 4,791.38	\$ 1,937.38	\$ 255,120.69	3.00%
OFFSITE, LLC	\$ 300,000.00	\$ 282,689.13		\$ 2,815.53	\$ 2,289.24	\$ 279,873.60	3.25%
Cast, LLC	\$ 100,000.00	\$ 90,860.76		\$ 1,163.52	\$ 1,357.11	\$ 89,697.24	6.00%
Pacific Sands, Inc.	\$ 125,000.00	\$ 98,912.39		\$ 3,894.18	\$ 1,464.27	\$ 95,018.21	6.00%
ROA, LLC	\$ 35,000.00	\$ 33,503.23		\$ 275.29	\$ 417.65	\$ 33,227.94	5.00%
Converting Solutions, Inc.	\$ 26,600.00	\$ 25,239.89		\$ 828.37	\$ 280.85	\$ 24,411.52	4.50%
Total	\$ 1,411,600.00	\$ 970,228.72	\$ -	\$ 17,857.97	\$ 9,079.63	\$ 952,370.75	

**KENOSHA AREA BUSINESS ALLIANCE
City TID #4 Downtown Revolving Loan Fund
Quarterly Status Report ***

Period January 1, 2014 through March 31, 2014

Bank Account Balance as of 1/1/14:	\$ -
Plus Funds Received from City 1/31/14	\$ 1,000,000.00
Plus Loan Principal & Interest Received:	\$ 69,416.94
Plus Bank Interest Income:	\$ 65.24
Plus CD Proceeds (Incl. Interest):	\$ -
Plus Loan & Service Income:	\$ 2,500.00 ⁽¹⁾
Less Loan Disbursements:	\$ -
Less CD Purchases:	\$ -
Less Bank/Loan/Service/Legal Expenses:	\$ -
Less Administrative Allocation for 2014:	\$ -
Balance In Bank Account as of 3/31/14:	<u>\$ 1,071,982.18</u>
Balance of CDs as of 3/31/14:	\$ -
Less Outstanding Commitments as of 3/31/14:	\$ -
Less Approved Loans (Commitments Pending):	<u>\$ (180,000.00) ⁽¹⁾</u>
Balance Available for Loans:	<u><u>\$ 891,982.18</u></u>

⁽¹⁾ New Downtown Bar & Grill; loan approved 2/28/14

* There were no loans in arrears as of this report date.

* See attached summary for all active loans in this account.

KENOSHA AREA BUSINESS ALLIANCE
Urban Development Action Grant Loan Fund
Quarterly Status Report *

Period January 1, 2014 through March 31, 2014

Bank Account Balance as of 1/1/14:	\$	320,629.28
Plus Loan Principal & Interest Received:	\$	69,416.94
Plus Bank Interest Income:	\$	65.24
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 2014:	\$	-
Balance In Bank Account as of 3/31/14:	\$	<u>390,111.46</u>
Balance of CDs as of 3/31/14:	\$	-
Less Outstanding Commitments as of 3/31/14:	\$	-
Less Approved Loans (Commitments Pending):	\$	<u>(70,000.00)</u>
Balance Available for Loans:	\$	<u><u>320,111.46</u></u>

⁽¹⁾ New Downtown Bar & Grill; loan approved 2/28/14
* There were no loans in arrears as of this report date.
* See attached summary for all active loans in this account.

KENOSHA AREA BUSINESS ALLIANCE, INC. AND ITS SUBSIDIARY
LOAN FUND/ADVANCE RECEIVABLE ANALYSIS SCHEDULE
For the Three Months Ended March 31, 2014

	Original Principal Balance	Principal Balance at 1/1/2014	Current Year Borrowings	Principal Receipts YTD 3/31/2014	Interest Receipts YTD 3/31/2014	Principal Balance 3/31/2014	Current Interest Rate
Urban Development Action Grant Revolving Loan Fund (UDAG)							
Monarch Plastics, Inc.	\$ 800,000.00	\$ 512,960.60		\$ 13,440.08	\$ 2,860.24	\$ 499,520.52	2.25%
Garetto Real Estate, LLC	\$ 500,000.00	\$ 389,998.69		\$ 5,183.63	\$ 3,882.76	\$ 384,815.06	4.00%
Kenosha National, LLC	\$ 197,500.00	\$ 119,366.71		\$ 4,793.10	\$ 1,472.16	\$ 114,573.61	5.00%
Xten Industries LLC	\$ 250,000.00	\$ 189,725.27		\$ 5,721.17	\$ 1,760.83	\$ 184,004.10	3.75%
Bradshaw Medical, Inc.	\$ 600,000.00	\$ 494,583.64		\$ 13,728.63	\$ 3,675.12	\$ 480,855.01	3.25%
OFFSITE, LLC	\$ 500,000.00	\$ 471,148.60		\$ 4,692.54	\$ 3,815.40	\$ 466,456.06	3.25%
Rustic Ventures, LLC	\$ 82,500.00	\$ 65,803.73		\$ 2,734.09	\$ 648.95	\$ 63,069.64	4.00%
Cast, LLC	\$ 40,000.00	\$ 36,344.39		\$ 465.40	\$ 542.84	\$ 35,878.99	6.00%
Total	\$ 2,970,000.00	\$ 2,279,931.63	\$ -	\$ 50,758.64	\$ 18,658.30	\$ 2,229,172.99	

**CITY OF KENOSHA
SCHEDULES OF DISBURSEMENTS**

Disbursement Record 7

Approved by Council _____

The Finance Committee reviewed the attached listing of disbursements for the period from 04/01/14 through 04/15/14 and have approved the disbursements as follows:

1. Checks numbered from 137043 through 137420 as shown on attached listing consisting of:

a. Debt Service	-0-
b. Investments	-0-
c. All Other Disbursements	8,161,110.21
SUBTOTAL	8,161,110.21

PLUS:

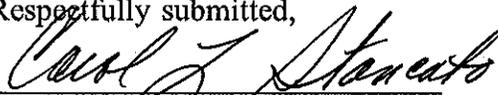
2. City of Kenosha Payroll Wire Transfers from the same period:	1,192,349.20
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TOTAL DISBURSEMENTS APPROVED	9,353,459.41
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Daniel Prozanski Jr.	Anthony Kennedy
Dave Paff	Rocco LaMacchia Sr.
Bob Johnson	Curt Wilson

I have examined the vouchers listed on the attached sheets and have not found any unauthorized or improper payments. It must be understood that this statement in no way should be interpreted as a guarantee that errors do not exist. I have initially examined the attached vouchers for proper account classification. However, the account classifications as shown for the attached vouchers are subject to change upon subsequent review by both myself and respective department heads of the City of Kenosha.

Respectfully submitted,



Director of Finance

(disbursementsblank.share.fin)

**FISCAL NOTE
CITY OF KENOSHA
DEPARTMENT OF FINANCE**

PREPARED FOR: Finance Committee

ITEM: Disbursement Record #7

ESTIMATED FINANCIAL IMPACT:

No additional fiscal note needed.

Date Prepared: 04/23/14

Prepared By: 

Reviewed By: 

START DATE FOR SUMMARY: 4/01 END DATE FOR SUMMARY: 4/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
137043	4/02	BINDELLI BROTHERS, INC	110-09-56501-259-569	03/14 6416 22 AVE	98.00
			110-09-56501-259-569	03/14 1342 57 ST	80.00
				..... CHECK TOTAL	178.00
137044	4/02	WISCONSIN STEAM CLEANER	405-11-51420-579-000	PRESSURE WASHER/	16,221.00
137045	4/02	RNOW, INC.	630-09-50101-393-000	03/14 CE PARTS/MATER	244.70
137046	4/02	KENOSHA CO HEALTH DIVISION	110-04-54101-252-000	04/14 HEALTH SVCS	45,404.08
137047	4/02	GODFREY & KAHN, SC	420-11-51310-589-000	01/14 CHRYSLER	24,231.00
137048	4/02	HWY C SERVICE	630-09-50101-393-000	03/14-SE SERVICE/PAR	457.15
			630-09-50101-393-000	03/14-SE SERVICE/PAR	362.34
			630-09-50101-393-000	03/14-SE SERVICE/PAR	362.34
			630-09-50101-393-000	03/14-SE SERVICE/PAR	159.00
			630-09-50101-393-000	03/14-SE SERVICE/PAR	113.18
			630-09-50101-393-000	03/14-SE SERVICE/PAR	34.80
				..... CHECK TOTAL	1,488.81
137049	4/02	ICMA RETIREMENT TRUST	110-00-21572-000-000	03/16-31/14 CONTRIBS	47,848.29
			110-00-21599-000-000	03/16-31/14 CONTRIBS	7,225.16
				..... CHECK TOTAL	55,073.45
137050	4/02	JANTZ TOWING SERVICE	110-02-52203-344-000	IMPALA TO STN #4	35.00
137051	4/02	CARDINAL HEALTH	206-02-52205-318-000	03/14 MEDICAL SUPPL	727.44
			206-02-52205-318-000	03/14 MEDICAL SUPPL	671.41
			206-02-52205-318-000	03/14 MEDICAL SUPPL	99.43
				..... CHECK TOTAL	1,498.28
137052	4/02	KENOSHA JOINT SERVICES	110-02-52111-251-000	04/14 JOINT SERVICES	222,155.07
			110-02-52202-251-000	04/14 JOINT SERVICES	55,538.77
				..... CHECK TOTAL	277,693.84
137053	4/02	LABOR PAPER, THE	110-01-50101-321-000	02/14 2ND READ ORDS	19.04
137054	4/02	KENOSHA NEWS	110-01-51601-321-000	03/14-CD 2013 CAPER	24.73

START DATE FOR SUMMARY: 4/01 END DATE FOR SUMMARY: 4/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
137055	4/02	NOTARY BOND RENEWAL SERVICE	110-02-52101-219-000	C HANSEN 4 YR RENWL	25.00
137056	4/02	WE ENERGIES	110-03-53109-221-000	#13 02/17-03/18	2,421.66
			110-02-52203-221-000	#13 02/11-03/13	1,839.14
			110-03-53109-221-000	#13 02/16-03/17	1,245.95
			110-02-52203-222-000	#13 02/11-03/12	1,014.27
			110-03-53109-221-000	#13 02/12-03/13	744.30
			110-03-53109-221-000	#13 02/10-03/11	670.06
			110-03-53109-221-000	#13 01/21-02/19	525.23
			110-01-51802-222-000	#13 912 35 PEPSI	446.31
			110-02-52203-222-000	#13 02/12-03/13	424.25
			110-05-55109-221-000	#13 02/17-03/18	421.62
			110-05-55109-221-000	#13 02/11-03/12	326.76
			110-03-53103-221-000	#13 02/11-03/12	290.51
			110-03-53109-221-000	#13 02/12-03/14	245.19
			110-05-55109-222-000	#13 02/11-03/12	202.05
			110-03-53109-221-000	#13 02/18-03/18	182.90
			110-05-55102-221-000	#13 02/14-03/17	152.53
			110-03-53109-221-000	#13 02/11-03/12	143.34
			110-05-55109-221-000	#13 02/15-03/17	130.62
			110-05-55109-221-000	#13 02/12-03/13	95.68
			110-05-55109-221-000	#13 02/14-03/17	53.38
			110-05-55102-221-000	#13 02/13-03/16	50.03
			110-03-53109-221-000	#13 02/18-03/19	48.17
			632-09-50101-221-000	#13 02/17-03/18	41.30
			110-05-55109-221-000	#13 02/18-03/19	38.91
			519-09-50106-221-000	#13 02/11-03/12	28.39
			110-05-55109-221-000	#13 02/10-03/11	19.02
			110-05-55109-221-000	#13 02/13-03/16	12.89
			110-05-55109-221-000	#13 02/13-03/16	9.98
			110-05-55109-222-000	#13 02/13-03/16	9.61
				..... CHECK TOTAL	11,834.05
137057	4/02	REINDERS INC.	630-09-50101-393-000	03/14-CE#3057 PARTS/	151.32
			630-09-50101-393-000	03/14-CE#3057 PARTS/	128.09
				..... CHECK TOTAL	279.41
137058	4/02	SOUTHPORT VACUUM	110-02-52203-382-000	03/14-FD#3 SUPPLIES	11.50
137059	4/02	WISCONSIN FUEL & HEATING	110-03-53117-341-000	03/14-WA LUBRICANTS/	185.00
			110-03-53117-341-000	03/14-WA LUBRICANTS/	173.25
			110-03-53117-341-000	03/14-WA LUBRICANTS/	55.00
				..... CHECK TOTAL	413.25

START DATE FOR SUMMARY: 4/01 END DATE FOR SUMMARY: 4/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
137060	4/02	BADGER OIL EQUIPMENT CO.	520-09-50201-246-000	03/14 TD REPAIR FUEL	1,531.33
137061	4/02	DON'S AUTO PARTS	630-09-50101-393-000 630-09-50101-393-000	03/14 SE #2775 PARTS 03/14 SE #2413 PARTS CHECK TOTAL	1,161.91 93.82 1,255.73
137062	4/02	FABCO EQUIPMENT, INC.	630-09-50101-393-000	STRUT FOR FLEET 1358	3,196.67
137063	4/02	KENOSHA WATER UTILITY	420-00-21931-000-000	KEP SEWER TELEWISE	327.83
137064	4/02	INLAND DETROIT DIESEL	630-09-50101-393-000	03/14-SE#2790 MATER	927.78
137065	4/02	MEDICAL COLLEGE OF WISCONSIN	206-02-52205-219-000	03/14-MED DIR SERVIC	5,712.75
137066	4/02	NEHER ELECTRIC SUPPLY	630-09-50101-393-000	03/14-SE PHILLIPS LA	234.40
137067	4/02	FEDEX	110-01-51306-312-000 110-01-51306-312-000 110-01-51306-312-000 110-01-51306-312-000 110-01-51306-312-000	3/14/14 AD-AMAZON 3/6/14 PW-RETN BIDS 3/4/14 PW-LOMC DOCS 3/14/14 AD-BARACK 3/7/14 CD-GORMAN DOC CHECK TOTAL	61.44 54.73 32.62 27.23 25.25 201.27
137068	4/02	OFFICEMAX	110-02-52103-311-000 632-09-50101-311-000 110-01-51101-311-000 110-01-51303-311-000 632-09-50101-311-000 110-01-51101-311-000 632-09-50101-311-000	03/14-PD#2799 OFFICE 02/14-SE#2776 OFFICE 03/14-FN#2798 OFFICE 03/14-HR#2800 OFFICE 02/14-SE#2776 OFFICE 03/14-FN#2798 RETURN 03/14-SE#2776 RETURN CHECK TOTAL	1,159.87 483.43 161.99 53.24 53.07 39.52CR 238.71CR 1,633.37
137069	4/02	WIS DEPT OF TRANSPORTATION	409-11-51004-589-000 409-11-50803-589-000 409-11-51004-219-000 409-11-51111-589-000 402-11-51205-589-000 409-11-50908-589-000	3831-06-70 TEN FNL 3831-06-70 TEN FNL 3831-06-70 TEN FNL 3831-06-70 TEN FNL 1032-10-70 TEN FNL 3726-00-71 TEN FNL CHECK TOTAL	455,230.48 322,863.00 135,470.00 115,653.92 5,400.90 21.91 1,034,640.21

START DATE FOR SUMMARY: 4/01 END DATE FOR SUMMARY: 4/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
137070	4/02	FORESTRY SUPPLIERS INC.	501-09-50106-361-000	PRUNING TOOLS	851.86
137071	4/02	UNIVERSITY OF WIS-LAW SCHOOL	110-01-50301-322-000	02/14 LEGAL PUBLICAT	79.00
137072	4/02	LEE'S RENT IT	110-05-55109-282-000	03/14 BEACH HOUSE	68.24
137073	4/02	PETCO	213-09-50101-381-000	02/14-CHICO PET SUPP	68.08
			213-09-50101-381-000	02/14-EDDIE PET SUPP	58.88
				..... CHECK TOTAL	126.96
137074	4/02	BENDLIN FIRE EQUIPMENT CO.	206-02-52205-344-000	03/14 FD PARTS/MATER	593.16
			206-02-52205-344-000	03/14 FD PARTS/MATER	166.59
			206-02-52205-344-000	03/14 FD PARTS/MATER	165.34
			206-02-52205-344-000	03/14 FD PARTS/MATER	165.34
				..... CHECK TOTAL	1,090.43
137075	4/02	TRIANGLE APPLIANCE	110-02-52203-235-000	ST #7 STOVE REPAIRS	89.95
137076	4/02	MANDLIK & RHODES	501-09-50102-219-000	03/14 YD WASTE PRGM	3.07
137077	4/02	INTERNATIONAL ASSOC OF	110-02-52201-322-000	MEMBER RENEW THOMSEN	209.00
137078	4/02	5 ALARM FIRE & SAFETY EQUIP.	110-02-52203-235-000	01/14 PARTS/MATERLS	1,799.97
			110-02-52203-235-000	02/14 PARTS/MAINTNC	406.05
				..... CHECK TOTAL	2,206.02
137079	4/02	UNISOURCE WORLDWIDE	110-01-51101-311-000	03/14 FN PAPER PRODU	521.17
137080	4/02	HUMANA CLAIMS	611-09-50101-155-527	03/31/14 MED CLAIMS	197,143.38
			611-09-50101-155-527	03/28/14 MED CLAIMS	49,159.32
			611-09-50101-155-527	03/31/14 PHARMACY	9,597.11
			611-09-50101-155-527	03/28/14 PHARMACY	4,647.87
			611-09-50101-155-527	03/27/14 MED CLAIMS	1,621.10
			611-09-50101-155-527	03/27/14 PHARMACY	989.66
				..... CHECK TOTAL	263,158.44
137081	4/02	PIONEER COMMERCIAL CLEANING	632-09-50101-243-000	03/13 JANITOR SERVC	360.00
137082	4/02	SCHREIBER ANDERSON ASSOC.	405-11-51403-219-000	02/14 KENNEDY PARK	9,941.65

START DATE FOR SUMMARY: 4/01 END DATE FOR SUMMARY: 4/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
137083	4/02	US CELLULAR	206-02-52205-226-000	03/14 FD-CELL SERVC	77.93
			631-09-50101-226-000	03/14 EN-CELL AIRTM	60.38
			206-02-52205-226-000	03/14 FD-DATA SERVC	43.67
			206-02-52205-226-000	03/14 FD-CELL SERVC	17.71
			501-09-50103-226-000	03/14 SW-CELL AIRTM	9.06
			520-09-50401-226-000	03/14 TD-CELL AIRTM	3.13
			501-09-50106-226-000	03/14 SW-CELL AIRTM	2.39
			205-03-53118-226-000	03/14 WA-CELL AIRTM	1.26
			..... CHECK TOTAL	215.53	
137084	4/02	BENTLEY SYSTEMS, INC.	631-09-50101-233-000	LICENSE & MAINT.	4,940.00
			501-09-50103-233-000	LICENSE & MAINT.	1,918.00
			110-01-51601-233-000	LICENSE & MAINT.	837.00
				..... CHECK TOTAL	7,695.00
137085	4/02	PALMEN MOTORS	630-09-50101-393-000	STEERING SHAFT	218.68
137086	4/02	KENOSHA STARTER & ALTERNATOR	630-09-50101-393-000	03/14-SE PARTS/LABOR	69.24
137087	4/02	JX PETERBILT	630-09-50101-393-000	03/14 PARTS/SERVICE	889.69
			630-09-50101-393-000	03/14 PARTS/SERVICE	4.37
				..... CHECK TOTAL	894.06
137088	4/02	WIS DEPT OF FINANCIAL INST	110-02-52101-219-000	4 YR COMM C. HANSEN	20.00
137089	4/02	CITY OF RACINE	239-09-50101-219-000	10-12/13 SERVICE AGR	32,906.98
137090	4/02	FASTENAL COMPANY	632-09-50101-389-000	03/14 SE TOOLS/MATER	119.44
			630-09-50101-393-000	03/14 SE #2640 TOOLS	24.52
			630-09-50101-393-000	03/14 SE #2050 TOOLS	4.82
			110-03-53103-344-000	02/14 ST CREDIT	97.33CR
				..... CHECK TOTAL	51.45
137091	4/02	AMERICAN HYDRAULICS	630-09-50101-393-000	03/14 CE-PARTS/SERV	733.00
137092	4/02	NORTON, JENNY	110-00-45106-000-000	WITNESS FEE/REPLN	133.00
137093	4/02	MAYER REPAIR	206-02-52205-344-000	03/14-FD#4 PARTS, LAB	1,137.20
137094	4/02	WAUSAU EQUIPMENT CO.	630-09-50101-393-000	PARTS	12,747.38
			521-09-50101-344-000	03/14-AR PLOW PARTS/	436.90
			 CHECK TOTAL	13,184.28

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
137095	4/02	DEMARK, KOLBE & BRODEK, SC	110-01-50101-219-000	02/13 LEGAL SERVICES	5,000.00
137096	4/02	MSC INDUSTRIAL SUPPLY	110-02-52203-344-000	02/14-FD SUPPLIES/RE	205.58
137097	4/02	MENARDS (KENOSHA)	110-03-53107-389-000	03/14 ST MERCHANDISE	108.23
			110-02-52203-382-000	03/14 FD #4 MERCHAND	87.96
			420-11-51202-583-000	02/14 PW COUNTER	37.21
			420-11-51202-583-000	02/14 PW COUNTER	10.20
			110-02-52203-382-000	03/14 FD #4 RETURN	79.96CR
				..... CHECK TOTAL	163.64
137098	4/02	SNAP-ON INDUSTRIAL	632-09-50101-361-000	03/14-SE TOOLS/REPAI	29.99
137099	4/02	EZ PACK N SHIP ETC, INC	110-01-51306-312-000	02/14 FD-UPS SERVICE	664.85
			110-01-51306-312-000	02/14 PD-UPS SERVICE	175.90
			520-09-50106-311-000	02/14 TD-UPS SERVICE	46.35
				..... CHECK TOTAL	887.10
137100	4/02	LEE PLUMBING, HEATING AND	110-02-52203-241-000	STATION #5 PUMP	1,319.31
137101	4/02	INLAND POWER GROUP	520-09-50106-341-000	TRANMISSION FLUID	6,648.00
137102	4/02	CLEANCO	633-09-50101-243-000	03/14 JANITOR SERVC	970.25
137103	4/02	LAKESIDE OIL/WORLD FUEL	520-09-50106-341-000	03/14-TD DIESEL FUEL	24,481.38
137104	4/02	MUNCIE TRANSIT SUPPLY	520-09-50201-347-000	03/14-TD COACH PARTS	209.95
137105	4/02	IAFF/NATIONWIDE	110-00-21574-000-000	03/16-31-14 CONTRIBS	20,610.15
137106	4/02	FLANNERY FIRE PROTECTION INC	110-02-52203-246-000	03/14 SPRINKLER TEST	155.00
137107	4/02	AIRGAS NORTH CENTRAL	632-09-50101-389-000	02/14 SE-INDSTL GAS	177.73
			110-05-55109-235-000	03/14 PA-INDSTL GAS	14.89
				..... CHECK TOTAL	192.62
137108	4/02	SECURE PRODUCTS CORP	110-01-51201-311-000	03/14 SECURITY BAGS	171.39
137109	4/02	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	03/16-31/14 CONTRIBS	6,988.33

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
137110	4/02	CLARK DIETZ, INC	403-11-51113-589-000	02/14 POND CERT-PRF	4,480.00
			402-11-51406-219-000	02/14 ENG 39TH AVE	3,645.00
			403-11-51416-219-000	02/14 ENG-LAGOON IMP	1,960.00
				..... CHECK TOTAL	10,085.00
137111	4/02	IOD INCORPORATED	110-02-52102-219-000	RECORDS #14-033955	32.12
137112	4/02	PV & ASSOCIATES, LLC	501-09-50103-316-000	WINNSLAMM/DETPOND	215.00
137113	4/02	HOLY ROSARY	110-00-44208-000-000	CLASS B MALT BEV	10.00
			110-00-44208-000-000	CLASS B MALT BEV	10.00
				..... CHECK TOTAL	20.00
137114	4/02	OUR LADY OF MT CARMEL	110-00-44210-000-000	CLASS B WINE LIC	10.00
137115	4/02	GOSS, JANET	110-00-21905-000-000	BEACH HOUSE 3/21/14	300.00
137116	4/02	KENOSHA ART ASSOCIATION	110-00-44208-000-000	CLASS B MALT BEV	10.00
137117	4/02	GREVE, KATE	110-09-56404-719-000	VEH DMG 3/18/14	750.47
137118	4/02	LINDQUIST, LEWIS T.	110-02-52107-263-000	3/17-19 MAUSTON	62.00
137119	4/02	KRYSTOWIAK, PETER	110-01-50901-261-000	3/3/14 APPLETON	159.04
137120	4/02	FARCHIONE, DESIREE	110-02-52107-263-000	3/25/14 MILWAUKEE	8.00
137121	4/02	WIENKE, DANIEL	110-02-52107-263-000	3/19/14 MILWAUKEE	8.00
137122	4/02	CHIAPPETTA, LOUIS	110-01-51601-261-000	02/14 142 MILES	79.52
137123	4/02	ANSCHUTZ, LORN A.	110-02-52107-263-000	3/19/14 MILWAUKEE	8.00
137124	4/02	ALBRECHT, TREVOR	110-02-52107-263-000	3/17-20 DENVER	95.00
			110-02-52102-261-000	PARKING FEES IACP	37.50
				..... CHECK TOTAL	132.50
137125	4/02	HILL, RYAN	110-02-52103-263-000	3/20/14 WINNEBAGO	12.00
137126	4/02	DILLHOFF, AARON	110-02-52107-263-000	3/17-20 DENVER	95.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
137127	4/02	PIE, BRANDIE	110-02-52107-263-000	3/25/14 MILWAUKEE	8.00
137128	4/02	DONAHUE, ERIC	110-02-52103-263-000	3/20/14 WINNEBAGO	12.00
137129	4/02	NELSON, GEORGE R	520-09-50101-389-000	RENEWAL CDL	74.00
137130	4/02	WEIDNER, ERICH	110-02-52107-263-000	3/19 MILWAUKEE	8.00
137131	4/04	WE ENERGIES	110-03-53109-221-000 110-05-55109-221-000	03/14 STREET LIGHTS 03/14 STREET LIGHTS CHECK TOTAL	61,881.63 312.21 62,193.84
137132	4/04	COMSYS, INCORPORATED	110-01-51102-215-000 501-09-50101-215-000	4/8-5/4/14 SERVICE 4/8-5/4/14 SERVICE CHECK TOTAL	40,773.03 10,193.26 50,966.29
137133	4/04	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000 110-00-21562-000-000	04/04/14 CITY HRLY 04/04/14 WATER HRLY CHECK TOTAL	10,607.30 3,590.87 14,198.17
137134	4/04	UNITED HOSPITAL SYSTEMS INC	110-02-52101-219-000 110-02-52101-219-000	03/14 LAB 14-028220 03/14 LAB 14-029526 CHECK TOTAL	99.20 99.20 198.40
137135	4/04	M A TRUCK PARTS	630-09-50101-393-000	DIFFERENTIAL REPAIR	1,500.00
137136	4/04	KENOSHA COUNTY INTERFAITH	238-06-50611-259-000	#5673072 SUBGR AGMT	1,840.18
137137	4/04	KENOSHA COUNTY	110-02-52105-283-000	04/14 MONTHLY RENT	11,566.67
137138	4/04	WILLKOMM INC., JERRY	630-09-50101-392-000	03/14-CE DIESEL FUEL	24,188.29
137139	4/04	WE ENERGIES	110-05-55109-222-000 110-03-53109-221-000 633-09-50101-221-000 110-03-53109-221-000 110-03-53103-221-000 632-09-50101-221-000 110-05-55106-222-000 110-03-53109-221-000 522-05-50102-221-000 110-05-55109-221-000 110-02-52203-221-000 110-03-53116-221-000 110-03-53109-221-000 110-03-53109-221-000 520-09-50202-221-000 110-05-55111-222-000 110-05-55109-221-000	#14 01/28-02/26 #14 02/24-03/25 #14 01/28-02/28 #14 02/23-03/24 #14 01/28-02/26 #14 01/30-02/26 #14 02/22-03/24 #14 02/25-03/26 #14 02/19-03/20 #14 02/19-03/20 #14 02/26-03/27 #14 02/20-03/23 #14 02/20-03/23 #14 02/19-03/20 #14 02/25-03/26 #14 02/23-03/24 #14 02/20-03/23	3,228.35 2,772.21 2,541.11 2,053.70 1,839.88 1,742.66 1,670.50 1,649.51 1,580.02 1,498.37 1,393.97 1,311.38 1,272.64 703.48 638.65 556.17 480.48

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-05-55111-221-000	#14 02/20-03/21	462.15
			520-09-50202-222-000	#14 02/25-03/26	425.02
			110-03-53109-221-000	#14 01/28-02/26	331.93
			110-05-55109-222-000	#14 02/19-03/20	248.49
			110-03-53117-221-000	#14 02/20-03/23	201.03
			110-03-53103-221-000	#14 02/25-03/26	181.74
			110-05-55109-221-000	#14 02/24-03/25	98.25
			110-05-55109-222-000	#14 02/25-03/26	91.20
			519-09-50103-221-000	#14 02/25-03/26	66.87
			110-05-55109-221-000	#14 02/23-03/24	35.83
			522-05-50102-222-000	#14 11/14-03/20	14.31
			110-05-55109-221-000	#14 02/25-03/26	9.98
				..... CHECK TOTAL	29,099.88
137140	4/04	CRETEX MATERIALS INC	110-03-53107-351-000	03/14 ST CONCRETE SA	225.21
137141	4/04	STREICHER'S POLICE EQUIPMENT	110-02-52103-365-000	MAGAZINE CASE:	76.25
137142	4/04	WISCONSIN FUEL & HEATING	630-09-50101-391-000	03/14-CE UNLEADED GA	25,078.71
137143	4/04	BROOKS TRACTOR, INC.	521-09-50101-282-000	03/14 AR LOADER RENT	2,820.00
137144	4/04	CURTIS INDUSTRIES, INC	630-09-50101-393-000	03/14 SE FASTENERS	93.41
			630-09-50101-393-000	03/14 SE #8514 FASTE	32.81
				..... CHECK TOTAL	126.22
137145	4/04	FELD BODY SHOP ROLF INC.	520-09-50201-344-000	PAINT BUS PANELS	1,080.00
137146	4/04	AT&T	110-02-52203-225-000	3/22-4/21 REPEATER	413.26
137147	4/04	CHASE BANK KENOSHA	110-00-21513-000-000	04/04/14 HRLY DEDCT	18,065.84
			110-00-21612-000-000	04/04/14 HRLY DEDCT	10,773.10
			110-00-21511-000-000	04/04/14 HRLY DEDCT	10,773.10
			110-00-21614-000-000	04/04/14 HRLY DEDCT	2,688.58
			110-00-21514-000-000	04/04/14 HRLY DEDCT	2,688.37
				..... CHECK TOTAL	44,988.99
137148	4/04	ZILSKE LAW FIRM S C	520-09-50101-161-000	12/4/13-2/21/14 W/C	804.75
137149	4/04	MADISON TRUCK EQUIPMENT	630-09-50101-393-000	03/14-CE PARTS/SERVI	1,018.96

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
137150	4/04	GORDIE BOUCHER FORD OF KENO	501-09-50106-344-000	DIFFERENTIAL REPAIRS	1,229.65
137151	4/04	MILLHOUSE AUTO BODY INC	110-02-52103-344-000	REPAIR SQUAD 3082	2,902.38
137152	4/04	BENDLIN FIRE EQUIPMENT CO.	110-02-52203-344-000	03/14 FD PARTS/MATER	1,070.00
			110-02-52203-344-000	03/14 FD PARTS/MATER	254.50
			110-02-52203-344-000	03/14 FD PARTS/MATER	199.88
			110-02-52203-344-000	03/14 FD PARTS/MATER	190.07
				..... CHECK TOTAL	1,714.45
137153	4/04	AMR INC.	110-01-51601-232-000	SERVICE AGREEMENT	610.00
137154	4/04	KENOSHA HOUSING AUTHORITY	217-06-51617-259-000	#5673871 3/14 TBRA	9,553.00
			217-06-52602-259-000	#5673868 03/14	1,056.68
				..... CHECK TOTAL	10,609.68
137155	4/04	UNITED HOSPITAL SYSTEM	110-02-52102-219-000	RECORDS #14-021925	71.85
137156	4/04	MESSERLI & KRAMER P.A.	110-00-21581-000-000	04/04/14 DEDUCTION	161.51
137157	4/04	FRONTIER	110-02-52203-225-000	03/22-4/21/14 FIRE	41.66
137158	4/04	US CELLULAR	110-02-52102-226-000	03/14 PD-CELL AIRTM	36.97
			110-01-51601-226-000	03/14 CD-CELL AIRTM	27.22
			110-02-52108-226-000	03/14 PD-CELL AIRTM	25.34
			110-02-52103-226-000	03/14 CD-CELL AIRTM	20.63
			110-03-53103-226-000	03/14 PD-CELL AIRTM	2.71
			110-02-52101-226-000	03/14 PD-CELL AIRTM	2.03
			205-03-53119-226-000	03/14 PD-CELL AIRTM	.51
				..... CHECK TOTAL	115.41
137159	4/04	LECC TRAINING FUND	110-02-52107-264-000	DEN HARTOG/LABATORE	30.00
137160	4/04	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	04/04/14 DEDUCTION	36.98
137161	4/04	MALSACK, J	110-09-56501-259-566	03/14 4404 52ND ST	488.70
			110-09-56501-259-566	03/14 30 AVE&18 ST	396.00
			110-09-56501-259-566	03/14 6415 28TH AVE	396.00
			110-09-56501-259-566	03/14 8004 22ND AVE	193.50
			110-09-56501-259-566	03/14 704 75TH ST	170.10
			110-09-56501-259-566	03/14 5040 25TH AVE	151.20
			110-09-56501-259-566	03/14 2521 29TH AVE	142.20
			110-09-56501-259-566	03/14 5003 26TH AVE	123.30
			110-09-56501-259-566	03/14 4803 24TH AVE	118.80
			110-09-56501-259-566	03/14 514 56TH ST	99.00
			110-09-56501-259-566	03/14 524 40TH ST	99.00
			110-09-56501-259-566	03/14 2517 21SST ST	96.30
			110-09-56501-259-566	03/14 6905 60TH AVE	86.40
			110-09-56501-259-566	03/14 4017 75TH ST	85.50

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-09-56501-259-566	03/14 2914 48TH ST	81.90
			110-09-56501-259-566	03/14 4802 22ND AVE	66.60
			110-09-56501-259-566	03/14 5000 24TH AVE	54.00
			110-09-56501-259-566	03/14 4908 PERSHING	54.00
			110-09-56501-259-566	02/14 8053 SHERIDAN	49.50
			110-09-56501-259-566	03/14 6618 43RD AVE	48.60
			110-09-56501-259-566	03/14 6411 92ND AVE	47.70
			110-09-56501-259-566	03/14 5206 53RD ST	46.80
			110-09-56501-259-566	03/14 5218 52ND AVE	45.00
			110-09-56501-259-566	03/14 7822 31ST AVE	45.00
			110-09-56501-259-566	03/14 7728 22ND AVE	45.00
			110-09-56501-259-566	03/14 5722 36TH AVE	45.00
			110-09-56501-259-566	03/14 5017 26TH AVE	45.00
			110-09-56501-259-566	03/14 6030 22ND AVE	40.50
			110-09-56501-259-566	03/14 617 58TH ST	39.60
			110-09-56501-259-566	03/14 5707 68TH ST	38.70
			110-09-56501-259-566	03/14 6024 23RD AVE	34.20
			110-09-56501-259-566	03/14 4022 5TH AVE	34.20
			110-09-56501-259-566	02/14 1509 52ND ST	32.40
			110-09-56501-259-566	02/14 3831 14TH AVE	31.50
			110-09-56501-259-566	02/14 3825 14TH AVE	31.50
				..... CHECK TOTAL	3,602.70
137162	4/04	CRIVELLO-CARLSON	110-09-56405-212-000	1/29-31/14 W/C	904.50
137163	4/04	JOHNSON BANK	110-00-21532-000-000	04/04/14 CITY HRLY	1,265.00
			110-00-21532-000-000	04/04/14 WATER HRLY	404.62
				..... CHECK TOTAL	1,669.62
137164	4/04	MOORE OIL	520-09-50106-341-000	03/14-TD BULK LUBRIC	1,869.00
137165	4/04	CHAPTER 13 TRUSTEE	110-00-21581-000-000	04/04/14 DEDUCTION	104.00
			110-00-21581-000-000	04/04/14 DEDUCTION	87.00
			110-00-21581-000-000	04/04/14 DEDUCTION	45.00
				..... CHECK TOTAL	236.00
137166	4/04	MEAD & HUNT, INC.	521-09-50101-219-000	02/14 SERVICES/SURVE	275.72
137167	4/04	LANGEL, MICHAEL	110-01-52001-219-000	03/14 SUB JUDGE	750.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
137168	4/04	LOGISTICS PLUS	205-03-53118-219-000	03/14-TIRE RECYCLING	1,200.00
137169	4/04	GINKOWSKI, RICHARD A	110-01-52001-219-000	03/20/14 SUB JUDGE	150.00
137170	4/04	MSC INDUSTRIAL SUPPLY	206-02-52205-344-000 110-02-52203-344-000	03/12-FD SUPPLIES/RE 03/14-FD SUPPLIES/RE CHECK TOTAL	136.22 136.21 272.43
137171	4/04	O'REILLY AUTO PARTS	110-05-55109-344-000	ANTIFREEZE	429.96
137172	4/04	GOODNOUGH, BRUCE C.	110-01-52001-219-000	03/3/14 SUB JUDGE	150.00
137173	4/04	ARMANDO'S COLLISION CNTR, INC	110-02-52103-344-000	REPAIR SQUAD 3237	1,493.16
137174	4/04	KWA PERFORMANCE INDUSTRIES	110-02-52103-365-000 110-02-52103-365-000	TRAINING PISTOL MAGAZINES & EQUIP CHECK TOTAL	863.53 570.12 1,433.65
137175	4/04	KENOSHA CO BAR ASSOCIATION	110-01-50301-264-000	4/9 EFILE COURSE	150.00
137176	4/04	D.W. DAVIES & CO, INC	520-09-50201-347-000 520-09-50201-347-000	BUS WASH SOAP 03/14 TD CREDIT CHECK TOTAL	808.10 30.00CR 778.10
137177	4/04	DIVER DAN'S SCUBA CENTER	110-02-52103-367-000	INFLATABLE PFD	18,200.00
137178	4/04	WIS SCTF	110-00-21581-000-000 110-00-21581-000-000	04/04/14 HRLY DEDCT 04/04/14 SAL DEDUCT CHECK TOTAL	904.03 59.85 963.88
137179	4/04	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	04/04/14 DEDUCTION	128.40
137180	4/04	SNAP-ON INDUSTRIAL	632-09-50101-235-000	03/14-SE TOOLS/REPAI	75.30
137181	4/04	GRAINGER	521-09-50101-344-000 110-01-51801-389-000 521-09-50101-375-000 521-09-50101-382-000 521-09-50101-367-000	03/14-AR PARTS/MATER 03/14-MB PARTS/MATER 03/14-AR PARTS/MATER 03/14-AR PARTS/MATER 03/14-AR PARTS/MATER CHECK TOTAL	139.37 103.88 96.22 57.51 55.64 452.62

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
137182	4/04	INLAND POWER GROUP	630-09-50101-393-000	TRANSMISSION - 2446	8,119.06
137183	4/04	URBAN LEAGUE OF RACINE AND	238-06-50602-259-000 238-06-50618-259-000	#5673085 SUBGR AGMT #5673094 SUBGR AGMT CHECK TOTAL	90.28 56.39 146.67
137184	4/04	GILLIG CORPORATION	520-09-50201-347-000 520-09-50201-347-000 520-09-50201-347-000	03/14-BUS PARTS 03/14-BUS PARTS 03/14-BUS PARTS CHECK TOTAL	2,704.71 225.12 112.56 3,042.39
137185	4/04	FOX VALLEY CHEMICAL CO	110-02-52203-382-000 110-02-52203-382-000	03/14-FD#4 SUPPLIES 03/14-FD#3 SUPPLIES CHECK TOTAL	470.22 399.20 869.42
137186	4/04	MILWAUKEE TRUCK SALES INC	630-09-50101-393-000 630-09-50101-393-000	03/14-SE#2386 REPAIR 03/14-SE#2386 REPAIR CHECK TOTAL	220.76 96.72 317.48
137187	4/04	GRAEF	405-11-50707-589-000 405-11-50707-589-000	THRU 10/29/11 ARCHT THRU 10/29/11 AMEND CHECK TOTAL	2,566.44 787.81 3,354.25
137188	4/04	RED THE UNIFORM TAILOR	110-02-52206-367-000 110-02-52206-367-000 110-02-52103-367-000 110-02-52103-367-000 110-02-52103-367-000 110-02-52103-367-000 110-02-52106-367-000 110-02-52106-367-000 110-02-52106-367-000 110-02-52106-367-000 110-02-52106-367-000 110-02-52103-367-000 110-02-52103-367-000 110-02-52103-365-000	02/14 FD UNIFORMS 03/14 FD UNIFORMS 03/14 POLICE UNIFORM 02/14 POLICE UNIFORM 02/14 POLICE UNIFORM 03/14 POLICE UNIFORM 02/14 POLICE UNIFORM 02/14 POLICE UNIFORM 02/14 POLICE UNIFORM 02/14 POLICE UNIFORM 03/14 POLICE UNIFORM 03/14 POLICE UNIFORM 03/14 POLICE UNIFORM CHECK TOTAL	588.00 520.00 386.95 340.05 286.75 211.76 193.80 99.98 99.98 64.75 51.75 15.00 2,858.77
137189	4/04	AVI SYSTEMS, INC	760-09-50101-369-000	CUSTOM CABLE	388.20
137190	4/04	KENOSHA RADIOLOGY CENTER	110-09-56405-161-000	6/26/13 W/C	1,300.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
137191	4/04	IOD INCORPORATED	110-09-56405-161-000	3/21/14 W/C	8.57
137192	4/04	AURORA HEALTH CARE	520-09-50101-161-000	1/31/14 W/C	7,180.93
			520-09-50101-161-000	1/22/14 W/C	389.30
			520-09-50101-161-000	1/22/14 W/C	306.43
			110-09-56405-161-000	1/21/14 W/C	254.15
			110-09-56405-161-000	7/29/13 W/C	243.10
			110-09-56405-161-000	7/9/13 W/C	243.10
			520-09-50101-161-000	1/22/14 W/C	216.96
			520-09-50101-161-000	3/3/14 W/C	170.85
				..... CHECK TOTAL	9,004.82
137193	4/04	HEALTH SYSTEMS INTERNATIONAL	110-09-56405-161-000	2/1-28/14 W/C	340.00
137194	4/04	MAXIMUM MEDICAL IMPROVEMENTS	110-09-56405-161-000	3/21/14 W/C	428.22
137195	4/04	LGIP MUSEUM	110-00-21805-000-000	4/01/14 WIRE TRANS	133,000.00
137196	4/04	BANKS, CHRISTIE L	110-00-21111-000-000	COURT PMT #V812349	161.80
137197	4/04	CRANE, MICHAEL E	110-00-21111-000-000	COURT PMT #R014739	39.89
137198	4/04	MALCOM, FREDDIE D	110-00-21111-000-000	COURT PMT #S565322	46.94
137199	4/04	PALMA, AMANDA M	110-00-21111-000-000	COURT PMT #R013253	156.80
137200	4/04	ROSALES, ALEXANDER	110-00-21111-000-000	COURT PMT #P701656	160.60
137201	4/04	ROSS, AARON C	110-00-21111-000-000	COURT PMT #P709965	316.80
137202	4/04	DRH CAMBRIDGE HOMES	110-00-21917-000-000	ESCROW 6306 115 AVE	1,700.00
			110-00-21917-000-000	ESCROW 6118 115 AVE	950.00
			110-00-21917-000-000	DUPLICATE 6139 115	950.00
			110-00-21917-000-000	ESCROW 6139 115 AVE	950.00
			110-00-21917-000-000	DUPLICATE 6145 115	950.00
			110-00-21917-000-000	ESCROW 6145 115 AVE	950.00
			110-00-21917-000-000	ESCROW 6212 115 AVE	950.00
			110-00-21917-000-000	ESCROW 6433 115 AVE	950.00
			 CHECK TOTAL	8,350.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
137203	4/04	ABUHASSAN, MOUSA M	110-00-21111-000-000	COURT PYMT S564797	49.20
137204	4/04	CALERO, CHARLENE M	110-00-21111-000-000	COURT PYMT R939557	50.70
137205	4/04	CONLEY, TIMOTHY A	110-00-21111-000-000	COURT PYMT S566639	88.80
137206	4/04	DELEON, SHANE	110-00-21111-000-000	COURT PYMT N1270026	25.00
137207	4/04	ECHOLS, HEATHER N	110-00-21111-000-000	COURT PYMT R932882	80.00
137208	4/04	GRIFFIN, JEANNETTA	110-00-21111-000-000	COURT PYMT R937682	50.00
137209	4/04	HENRY, CALVIN	110-00-21111-000-000	COURT PYMT R934088	88.80
137210	4/04	HUNTER, KENNETH L	110-00-21111-000-000	COURT PYMT N1217482	31.07
137211	4/04	ROJAS, MARCOS	110-00-21111-000-000	COURT PYMT N1256352	121.66
137212	4/04	ROSAL, MATTHEW A	110-00-21111-000-000	COURT PYMT S570900	366.00
137213	4/04	RUCKMAN, CAITLYN L	110-00-21111-000-000	COURT PYMT S567788	260.10
137214	4/04	LUPLOW, NICOLE L	110-00-21111-000-000	COURT PYMT S564954	53.00
137215	4/04	HODGES-BUTTERA, CHANTEL	110-00-21111-000-000	COURT PYMT P705105	114.00
137216	4/04	CUMMINGS, DAVID C	110-00-21111-000-000	COURT PYMT R930717	51.00
137217	4/04	CORRIGAN, GENE R	110-00-21111-000-000	COURT PYMT R933535	88.80
137218	4/04	GILMORE, MARCUS	110-00-21111-000-000	TAX INTERCEPT	10.00
137219	4/04	MERIT TITLE LLC	110-00-21106-000-000	2013 TAX REFUND	58.41
137220	4/04	NORTON FIREARMS INC	110-00-21106-000-000	2013 TAX REFUND	3.69
137221	4/04	CRUEY, EDWARD	110-01-50901-261-000	02/14 55 MILES	30.80
137222	4/04	KOCHMAN, KRIS	222-09-50101-261-000	03/14 24 MILES	13.44

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
137223	4/09	BINDELLI BROTHERS, INC	110-09-56501-259-569	03/14 6726 16 AVE	1,228.12
			110-09-56501-259-569	03/14 2006 53 ST	384.12
			110-09-56501-259-569	03/14 5031 23 AVE	176.00
				..... CHECK TOTAL	1,788.24
137224	4/09	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	03/14-ST ELECTRICAL	41.16
137225	4/09	ALPHA TERRA SCIENCE, INC	420-11-50706-589-000	2/14 ADD'L ACTIVITIE	360.00
137226	4/09	GENERAL COMMUNICATIONS, INC.	110-03-53103-231-000	01/14-ST MISC. ITEMS	759.75
			110-03-53103-231-000	01/14-ST MISC. ITEMS	90.00
				..... CHECK TOTAL	849.75
137227	4/09	HWY C SERVICE	630-09-50101-393-000	AUTOMOTIVE PARTS	2,121.51
			630-09-50101-393-000	AUTOMOTIVE PARTS	2,007.87
			630-09-50101-393-000	AUTOMOTIVE PARTS	1,490.21
				..... CHECK TOTAL	5,619.59
137228	4/09	INTERSTATE ELECTRIC SUPPLY	521-09-50101-375-000	03/14-AR ELECTRICAL	271.30
			521-09-50101-375-000	03/14-AR ELECTRICAL	271.30
			521-09-50101-375-000	03/14-AR ELECTRICAL	180.00
			521-09-50101-375-000	03/14-AR ELECTRICAL	72.52
			110-02-52203-382-000	03/14-FD ELECTRICAL	24.46
				..... CHECK TOTAL	819.58
37229	4/09	JANTZ TOWING SERVICE	110-02-52103-219-000	03/14 14-035384 TOW	25.00
37230	4/09	CARDINAL HEALTH	206-02-52205-318-000	03/14 MEDICAL SUPPLI	219.18
			206-02-52205-318-000	03/14 MEDICAL SUPPLI	108.41
			206-02-52205-318-000	03/14 MEDICAL SUPPLI	100.98
				..... CHECK TOTAL	428.57
137231	4/09	KENOSHA CO HUMANE SOCIETY	110-04-54102-254-000	04/14 ANIMAL CONTROL	12,066.84
137232	4/09	KENOSHA NEWS	110-00-21104-000-000	04/14 AGAVE LUNA AD	43.35
			110-00-21104-000-000	03/14 N & SOURCE	43.35
				..... CHECK TOTAL	86.70
137233	4/09	WILLKOMM INC., JERRY	521-09-50101-341-000	03/14-AR DIESEL FUEL	2,834.05

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
137234	4/09	WIS DEPT OF REVENUE	110-00-21512-000-000	3/16-31/14 DEDUCTS	110,736.97
137235	4/09	REINDERS INC.	110-05-55102-344-000	03/14-PA PARTS/SERVI	697.24
			630-09-50101-393-000	03/14-CE PARTS/SERVI	591.61
			630-09-50101-393-000	03/14-CE#2775 PARTS/	439.45
			630-09-50101-393-000	03/14-CE#3057 PARTS/	314.31
			110-05-55104-344-000	03/14-PA PARTS/SERVI	232.41
			630-09-50101-393-000	03/14-CE#2775 PARTS/	133.47
				..... CHECK TOTAL	2,408.49
137236	4/09	WEST GROUP	110-01-50301-322-000	03/14-LE SUBSCRIPTIO	412.69
137237	4/09	FABCO EQUIPMENT, INC.	630-09-50101-393-000	03/14 SE PARTS & MAT	613.10
137238	4/09	KENOSHA WATER UTILITY	110-00-46908-999-000	1/8/14 HYDRANT DMG	3,320.75
137239	4/09	A & R DOOR SERVICE	110-05-55109-344-000	03/14 PA DOOR REPAIR	979.00
			521-09-50101-344-000	04/14 AR DOOR REPAIR	300.00
			521-09-50101-246-000	03/14 AR DOOR REPAIR	256.50
			521-09-50101-344-000	04/14 AR DOOR REPAIR	50.00
				..... CHECK TOTAL	1,585.50
137240	4/09	PHILIPS MEDICAL SYSTEMS	206-02-52205-235-000	REPAIR REAR CASE	419.00
137241	4/09	WISCONSIN LIFT TRUCK PARTS	520-09-50201-347-000	SCRUB BRUSH	553.48
137242	4/09	TDS	110-01-51801-227-000	04/14 PHONE SERVICE	5,259.92
			110-00-15202-000-000	04/14 PHONE SERVICE	2,141.34
			520-09-50301-227-000	04/14 PHONE SERVICE	772.11
			110-03-53103-227-000	04/14 PHONE SERVICE	566.12
			110-00-14401-000-000	04/14 PHONE SERVICE	449.27
			632-09-50101-227-000	04/14 PHONE SERVICE	394.15
			521-09-50101-227-000	04/14 PHONE SERVICE	345.50
			110-05-55109-227-000	04/14 PHONE SERVICE	339.03
			501-09-50101-227-000	04/14 PHONE SERVICE	225.51
			110-03-53116-227-000	04/14 PHONE SERVICE	204.07
			520-09-50401-227-000	04/14 PHONE SERVICE	142.11
			110-02-52108-225-000	04/14 PHONE SERVICE	132.30
			110-02-52110-227-000	04/14 PHONE SERVICE	98.75
			524-05-50101-227-000	04/14 PHONE SERVICE	95.85
			520-09-50202-227-000	04/14 PHONE SERVICE	71.16
			110-02-52203-227-000	04/14 PHONE SERVICE	68.85
			206-02-52205-227-000	04/14 PHONE SERVICE	67.48
			110-05-55111-227-000	04/14 PHONE SERVICE	43.90
			110-02-52108-225-000	04/14 PHONE CALLS	41.26
			110-02-52110-225-000	04/14 PHONE CALLS	32.71
			110-01-51801-225-000	04/14 PHONE CALLS	23.32
			520-09-50301-225-000	04/14 PHONE CALLS	3.87
			632-09-50101-225-000	04/14 PHONE CALLS	2.03

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-03-53103-225-000	04/14 PHONE CALLS	1.60
			501-09-50101-225-000	04/14 PHONE CALLS	.60
			110-03-53116-225-000	04/14 PHONE CALLS	.52
			520-09-50401-227-000	04/14 PHONE CALLS	.04
				..... CHECK TOTAL	11,523.37
137243	4/09	OFFICEMAX	110-02-52103-311-000	03/14 PD #2804 OFFC	129.13
			110-01-51601-311-000	03/14 CD #2802 OFFC	80.92
			110-01-50101-311-000	03/14 CT #2805 OFFC	61.04
			110-01-51301-311-000	03/14 AD #2807 MISC	17.27
			110-02-52103-311-000	03/14 PD #2801 OFFC	10.05
			110-02-52103-311-000	03/14 PD #2803 OFFC	9.58
				..... CHECK TOTAL	307.99
137244	4/09	WIS DEPT OF REVENUE	110-00-21581-000-000	03/14 DEDUCTIONS	424.05
			110-00-21581-000-000	03/14 DEDUCTIONS	30.00
				..... CHECK TOTAL	454.05
137245	4/09	AMERICAN COLLISION SERV., INC	110-03-53103-714-000	REPAIRS - FLEET 3091	1,691.94
137246	4/09	HOLLAND SUPPLY, INC.	630-09-50101-393-000	03/14-CE HYDRAULIC F	105.60
			630-09-50101-393-000	03/14-SE HYDRAULIC F	50.80
				..... CHECK TOTAL	156.40
137247	4/09	INTERSPIRO	110-02-52203-235-000	03/14-FD SCBA PARTS	918.00
			110-02-52203-235-000	03/14-FD SCBA PARTS	918.00
			110-02-52203-235-000	03/14-FD SCBA PARTS	115.30
				..... CHECK TOTAL	1,951.30
137248	4/09	STARFIRE SYSTEMS, INC.	632-09-50101-219-000	SPRINKLER MONITORING	320.00
			501-09-50105-219-000	SPRINKLER MONITORING	320.00
			110-03-53103-219-000	SPRINKLER MONITORING	320.00
				..... CHECK TOTAL	960.00
137249	4/09	BENDLIN FIRE EQUIPMENT CO.	110-02-52203-344-000	03/14 PARTS/MATERIAL	294.38
137250	4/09	STRAND ASSOCIATES, INC.	420-11-51010-589-000	12/13-2/14 MONITOR	689.36
137251	4/09	VERMEER SALES & SERVICE	630-09-50101-393-000	03/14-SE PARTS/SERVI	362.78

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
137252	4/09	US CELLULAR	521-09-50101-226-000	03/14 AR-CELL AIRTM	39.15
137253	4/09	MANDLIK & RHODES	501-09-50102-219-000	03/14 YW ADMIN FEE	350.00
137254	4/09	LEE PLUMBING, INC.	501-09-50105-241-000 110-03-53103-241-000	01/14-ST HVAC, PLUMB 01/14-ST HVAC, PLUMB CHECK TOTAL	71.50 71.50 143.00
137255	4/09	UNISOURCE WORLDWIDE	630-09-50101-393-000	03/14-SE PAPER PRODU	7,416.89
137256	4/09	HUMANA CLAIMS	611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527	04/04/14 MED CLAIMS 04/07/14 PHARMACY 04/07/14 MED CLAIMS 04/01/14 MED CLAIMS 04/03/14 PHARMACY 04/04/14 PHARMACY 04/02/14 MED CLAIMS 04/02/14 PHARMACY 04/01/14 PHARMACY 04/03/14 MED CLAIMS CHECK TOTAL	75,856.08 62,089.54 50,548.60 46,312.09 10,564.82 2,088.53 1,794.20 1,351.51 430.77 316.09 251,352.23
137257	4/09	PAUL CONWAY SHIELDS	110-02-52206-367-000 110-02-52206-367-000 110-02-52206-367-000 110-02-52206-367-000	03/14 TURNOUT GEAR 03/14 TURNOUT GEAR 03/14 TURNOUT GEAR 03/14 TURNOUT GEAR CHECK TOTAL	3,900.00 1,380.00 480.00 344.63 6,104.63
137258	4/09	RUEKERT & MIELKE, INC.	403-11-51212-589-000	1/25-2/21 SW PLAN ST	1,367.62
137259	4/09	WASTE MANAGEMENT OF WI	110-03-53117-253-416 110-03-53117-253-416 110-03-53117-253-417 110-03-53117-253-416 110-03-53117-253-417 110-03-53117-253-417 110-03-53117-253-417 110-03-53117-253-417 110-03-53117-253-417 110-03-53117-253-416 110-03-53117-253-417	03/14 1058.86 TONS 03/14 WDNR TONNAGE 03/14 99.82 TONS 03/14 FUEL SURCHARGE 03/14 12 CMPCT PULLS 03/14 WDNR TONNAGE 03/14 COMPACTR RENT 03/14 FUEL SURCHARGE 03/14 ENVIRO SURCHG 03/14 ENVIRO SURCHG CHECK TOTAL	25,624.41 13,765.18 2,415.64 2,371.45 2,085.60 1,297.66 718.41 418.74 300.00 72.00 49,069.09

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
137260	4/09	NORLAB INC.	501-09-50105-389-000	TRACING DYE	444.00
137261	4/09	MALSACK, J	463-11-51302-219-000	03/14 SNOW REMOVL A	1,781.25
			461-11-51401-581-000	03/14 SNOW REMOVL B	1,485.12
			463-11-51102-219-000	03/14 SNOW REMOVL C	1,042.39
			110-09-56501-259-566	03/14 1509 52ND ST	32.40
			463-11-51302-219-000	3/14 SNW 5814 19 AV	12.65
			463-11-51302-219-000	3/14 DEL 5500 24 AV	99.90CR
			463-11-51302-219-000	3/14 DEL 2103 45 ST	273.05CR
			463-11-51302-219-000	3/14 DEL 5512 24 AV	301.36CR
				..... CHECK TOTAL	3,679.50
137262	4/09	MID-TOWN PETROLEUM	520-09-50106-341-000	3/14 DIESEL EXH FLD	838.50
137263	4/09	LETTERING MACHINE	110-02-52206-367-000	03/14-FD CLOTHING	876.00
137264	4/09	WIS DEPT OF REVENUE	761-00-21512-000-000	03/14 DEDUCTS	299.20
137265	4/09	SCHINDLER ELEVATOR CORP.	521-09-50101-242-000	4-6/14 ELEVATOR MAIN	128.91
137266	4/09	CENTRAL SAW AND MOWER	110-05-55109-344-000	03/14 PA PARTS & SER	19.02
			110-05-55109-344-000	03/14 PA PARTS & SER	10.00
				..... CHECK TOTAL	29.02
137267	4/09	HANSMANN PRINTING	110-02-52103-311-000	03/14 PD-10 BC'S	280.00
137268	4/09	INTERSTATE EMERGENCY VEHICLE	110-02-52203-344-000	02/14-FD PARTS/EQUIP	792.00
			110-02-52203-344-000	02/14-FD PARTS/EQUIP	472.74
			110-02-52203-344-000	02/14-FD PARTS/EQUIP	423.90
			110-02-52203-344-000	02/14-FD PARTS/EQUIP	197.02
			110-02-52203-344-000	02/14-FD PARTS/EQUIP	61.58
				..... CHECK TOTAL	1,947.24
137269	4/09	MSC INDUSTRIAL SUPPLY	520-09-50201-347-000	02/14-TD SHOP SUPPLI	258.39
			520-09-50201-347-000	03/14-TD SHOP SUPPLI	108.13
			520-09-50201-347-000	03/14-TD SHOP SUPPLI	105.73
				..... CHECK TOTAL	472.25
137270	4/09	WASTE MANAGEMENT	633-09-50101-253-000	04/14-LI PULL CHGS	92.85
			110-01-51801-246-000	04/14-MB PULL CHARGE	55.70
			 CHECK TOTAL	148.55

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
137271	4/09	MENARDS (KENOSHA)	110-05-55109-357-000	03/14 FLD OFFC FLR	243.60
			520-09-50401-347-000	03/14 TD MERCHANDISE	232.07
			110-05-55109-357-000	03/14 FLD OFFC FLR	188.00
			110-05-55109-357-000	03/14 FLD OFFC FLR	179.63
			110-02-52203-382-000	03/14 FD #4 MERCHAND	76.90
			110-02-52203-357-000	03/14 FD #4 MERCHAND	61.95
			110-05-55111-246-000	03/14 AND POOL MERCH	36.96
			110-05-55109-357-000	03/14 FLD OFFC FLR	32.96
			633-09-50101-246-000	03/14 LI MERCHANDISE	25.94
			110-03-53116-382-000	03/14 WA MERCHANDISE	25.85
			501-09-50106-344-000	03/14 SW MERCHANDISE	16.98
			110-03-53109-389-000	03/14 ST MERCHANDISE	15.06
			520-09-50201-249-000	03/14 TD MERCHANDISE	11.96
				..... CHECK TOTAL	1,147.86
137272	4/09	DELL COMPUTERS	110-02-52103-311-000	DELL 5130CDN TONER	244.99
137273	4/09	SAVE-A-VET	222-09-50101-295-000	PARADE AD/MAGAZINE	318.00
137274	4/09	MOTION INDUSTRIES	520-09-50201-347-000	02/14 MERCHANDISE	16.00
137275	4/09	ALL KOOL RADIATOR REPAIR	520-09-50201-344-000	03/14 TD RADIATOR SE	1,998.25
137276	4/09	ROCKFORD IND. WELDING	110-03-53103-389-000	03/14-ST SUPL/REPR	43.67
137277	4/09	WHOLESALE DIRECT INC	630-09-50101-393-000	03/14-CE PARTS/MTRL	132.60
137278	4/09	SAFETY-KLEEN INC	520-09-50201-389-000	03/14-TD SOLVENT	169.92
137279	4/09	ERICKSON AUTO TRIM	630-09-50101-393-000	03/14 SE #2499 UPHOL	300.00
137280	4/09	AIRGAS NORTH CENTRAL	520-09-50201-317-000	03/14 TD INDUSTRIAL	112.75
			110-05-55109-235-000	02/14 PA INDUSTRIAL	63.13
			206-02-52205-389-000	03/14 FD #3 OXYGEN C	54.88
			520-09-50201-317-000	02/14 TD INDUSTRIAL	51.47
				..... CHECK TOTAL	282.23
137281	4/09	RED THE UNIFORM TAILOR	520-09-50101-367-000	03/14 TD-UNIFORMS	196.85
			520-09-50101-367-000	12/13 TD-UNIFORMS	147.60
			110-02-52206-367-000	03/14 FD-UNIFORMS	88.95
			110-02-52103-367-000	03/14 PD-UNIFORMS	24.00
			 CHECK TOTAL	457.40

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
137282	4/11	A & B PRO HARDWARE	110-02-52203-344-000 110-03-53103-389-000	03/14 FD SUPPLIES & 03/14 ST SUPPLIES & CHECK TOTAL	223.34 23.87 247.21
137283	4/11	ACE HARDWARE	110-05-55109-344-000 110-01-51801-389-000 110-02-52203-344-000 501-09-50105-344-000 630-09-50101-393-000 524-05-50101-344-000 110-03-53103-389-000	03/14 PA MERCHANDISE 03/14 MB MERCHANDISE 03/14 FD MERCHANDISE 03/14 SW MERCHANDISE 03/14 SE MERCHANDISE 03/14 GO MERCHANDISE 03/14 ST MERCHANDISE CHECK TOTAL	103.50 36.34 22.05 19.92 18.37 7.49 7.48 215.15
137284	4/11	RNOW, INC.	630-09-50101-393-000 630-09-50101-393-000	03/14 PARTS/MATERIAL 03/14 #3046 PARTS/MA CHECK TOTAL	350.22 333.42 683.64
137285	4/11	VIKING ELECTRIC SUPPLY	110-03-53109-375-000 110-03-53113-389-000 110-03-53109-375-000	03/14 ST ELECTRICAL 03/14 ST ELECTRICAL 03/14 ST ELECTRICAL CHECK TOTAL	189.00 57.75 12.11 258.86
137286	4/11	KENOSHA AREA CONVENTION &	110-00-41204-999-000 110-00-41204-999-000	2ND PROJECTED 2014 2ND PROJECTED 2014 CHECK TOTAL	108,355.23 9,830.71 118,185.94
137287	4/11	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000 110-00-21562-000-000	04/11/14 CITY HRLY 04/11/14 WATER HRLY CHECK TOTAL	10,597.30 3,590.87 14,188.17
137288	4/11	LABOR PAPER, THE	110-01-50101-321-000 110-01-50101-321-000 110-01-50101-321-000	03/14 1ST/2ND ORDS 03/14 PUBLISH ABSNT 03/14 PUBLIC TEST CHECK TOTAL	53.80 6.28 6.28 66.36
137289	4/11	BADGER TRUCK CENTER	630-09-50101-393-000	03/14 PARTS/MATRLS	124.40
137290	4/11	THELEN MATERIALS	110-03-53107-351-000	03/14-AGGREGATE MATE	930.10
137291	4/11	WEST GROUP	110-01-50301-322-000	03/14-LE SUBSCRIPTIO	256.99

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
137292	4/11	WISCONSIN FUEL & HEATING	520-09-50106-341-000	03/14 TD DIESEL FUEL	25,238.83
137293	4/11	BROOKS TRACTOR, INC.	630-09-50101-393-000 630-09-50101-393-000	03/14 PARTS/MATRLS 03/14 #2215 PARTS CHECK TOTAL	193.16 106.12 299.28
137294	4/11	CURTIS INDUSTRIES, INC	630-09-50101-393-000 630-09-50101-393-000	03/14 SE FASTENERS 03/14 SE FASTENERS CHECK TOTAL	331.20 162.06 493.26
137295	4/11	FABCO EQUIPMENT, INC.	110-03-53103-713-000 630-09-50101-393-000	EXCAVATOR REPAIR 04/14 SE #2832 PARTS CHECK TOTAL	7,666.41 8.98 7,675.39
137296	4/11	KENOSHA WATER UTILITY	110-00-21913-000-000 110-00-21914-000-000	03/14 TEMP PERMITS 03/14 WATER BILL CHECK TOTAL	9,310.76 4,783.82 14,094.58
137297	4/11	LARK UNIFORM, INC.	110-02-52103-367-000 110-02-52103-367-000	03/14-PD#428 UNIFORM 03/14-PD#571 UNIFORM CHECK TOTAL	167.90 91.90 259.80
137298	4/11	CHASE BANK KENOSHA	110-00-21513-000-000 110-00-21612-000-000 110-00-21511-000-000 110-00-21614-000-000 110-00-21514-000-000 761-00-21513-000-000 761-09-50101-158-000 761-00-21511-000-000 761-00-21514-000-000 761-09-50101-158-000	04/11/14 HRLY DEDCT 04/11/14 HRLY DEDCT 04/11/14 HRLY DEDCT 04/11/14 HRLY DEDCT 04/11/14 HRLY DEDCT 03/14 KCM DEDUCTS 03/14 KCM DEDUCTS 03/14 KCM DEDUCTS 03/14 KCM DEDUCTS 03/14 KCM DEDUCTS CHECK TOTAL	19,032.57 11,030.39 11,030.37 2,772.13 2,772.06 592.00 353.34 353.34 82.64 82.63 48,101.47
137299	4/11	MILLER-BRADFORD & RISBERG	630-09-50101-393-000	03/14 #3258 MANUALS	358.69
137300	4/11	WISCONSIN SCREEN PROCESS, INC	206-02-52205-344-000	03/14-FD IDENTIFIERS	151.45
137301	4/11	CHEMSEARCH	630-09-50101-393-000	03/14 CE-MATERIALS	849.87

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
137302	4/11	STANDARD INDUSTRIAL & AUTO	520-09-50201-235-000 520-09-50201-235-000	STRING POT AIR MOTOR KIT CHECK TOTAL	854.65 63.50 918.15
137303	4/11	PREISS, IRENE	110-02-52203-165-000	05/05 BENEFITS	410.53
137304	4/11	ZAK, PAUL	110-02-52203-165-000	05/05 BENEFITS	861.97
137305	4/11	PAT'S SERVICES, INC.	205-03-53119-282-000	03/14-ST PORTABLE TO	84.00
137306	4/11	MILLHOUSE AUTO BODY INC	110-02-52103-344-000	REPAIR SQUAD 3168	1,197.73
137307	4/11	SERWE IMPLEMENT MUNICIPAL	501-09-50104-344-000 630-09-50101-393-000	VAC ALL CAMERA 03/14-SE#3220 PARTS/ CHECK TOTAL	2,918.00 417.74 3,335.74
137308	4/11	PARKSIDE TRUE VALUE HARDWARE	110-02-52203-382-000	03/14 FD#5 MERCHNDS	59.43
137309	4/11	MESSERLI & KRAMER P.A.	110-00-21581-000-000	04/11/14 DEDUCTION	162.10
137310	4/11	CHEMUNG SUPPLY CORPORATION	110-03-53107-349-000	CARBIDE CUTTING EDGE	11,753.84
137311	4/11	HUMANA CLAIMS	611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527	04/09/14 PHARMACY 04/08/14 MED CLAIMS 04/10/14 PHARMACY 04/09/14 MED CLAIMS 04/08/14 PHARMACY 04/10/14 MED CLAIMS CHECK TOTAL	7,296.66 6,822.97 2,954.96 1,087.25 492.25 61.00 18,715.09
137312	4/11	PAGEL HYDRAULIC SERVICE	630-09-50101-393-000	03/14 SERVICES/PART	449.53
137313	4/11	US CELLULAR	110-05-55109-226-000 110-05-55102-226-000 110-05-55111-226-000	03/14 PA-CELL AIRTM 03/14 PA-CELL AIRTM 03/14 PA-CELL AIRTM CHECK TOTAL	3.64 1.97 1.51 7.12
137314	4/11	CUMMINS NPOWER, LLC	630-09-50101-393-000 630-09-50101-393-000	02/14 SE #2991 PARTS 03/14 SE #2386 PARTS CHECK TOTAL	235.00 73.59 308.59

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
137315	4/11	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	04/11/14 DEDUCTION	31.09
137316	4/11	FERGUSON WATERWORKS	501-09-50105-359-000	STORM SEWER COUPLING	4,204.25
			501-09-50105-359-000	STORM SEWER COUPLING	3,370.50
			501-09-50105-359-000	STORM SEWER COUPLING	1,517.72
				..... CHECK TOTAL	9,092.47
137317	4/11	ZEP MANUFACTURING CO.	632-09-50101-389-000	PRODUCTS,SUPPLIES &	198.48
137318	4/11	JOHNSON BANK	110-00-21532-000-000	04/11/14 CITY HRLY	1,265.00
			110-00-21532-000-000	04/11/14 WATER HRLY	404.62
				..... CHECK TOTAL	1,669.62
137319	4/11	REGNER VETERINARY CLINIC	783-00-21995-000-000	03/14-EDDIE VET SVCS	246.96
137320	4/11	CARQUEST AUTO PARTS	520-09-50201-347-000	03/14 TD-PARTS/MTRL	564.74
137321	4/11	STEPP EQUIPMENT CO.	630-09-50101-393-000	03/14-SE PARTS/MATER	294.86
137322	4/11	WRIGHT EXPRESS FSC	110-03-53109-341-000	03/14-ST CNG	17.91
			110-03-53103-341-000	03/14-ST CNG	4.48
				..... CHECK TOTAL	22.39
137323	4/11	FOTH INFRASTRUCTURE AND	405-11-51305-219-000	THRU 2/14 SEDIMENTN	22,965.80
137324	4/11	L & L CONCRETE	633-09-50101-259-000	2/14 SNOW/ICE REMVL	1,620.50
			633-09-50101-259-000	2/14 SNOW/ICE REMVL	590.00
				..... CHECK TOTAL	2,210.50
137325	4/11	CHAPTER 13 TRUSTEE	110-00-21581-000-000	04/11/14 DEDUCTION	104.00
			110-00-21581-000-000	04/11/14 DEDUCTION	87.00
			110-00-21581-000-000	04/11/14 DEDUCTION	45.00
				..... CHECK TOTAL	236.00
137326	4/11	U-HAUL CORPORATE SALES	630-09-50101-393-000	03/14-SE#2986 PROPAN	72.94
137327	4/11	STATE BAR OF WISCONSIN	110-01-50301-322-000	03/14 LEGAL PUBLICAT	61.34
137328	4/11	CENTRAL HIGH SCHOOL	110-00-21812-000-000	2013 TAX ROLL STLMT.	7,826.36

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
137329	4/11	BRISTOL SCHOOL DISTRICT #1	110-00-21811-000-000	2013 TAX ROLL STLMT	10,330.08
137330	4/11	WIS SCTF	110-00-21581-000-000	04/11/14 HRLY DEDCT	1,035.20
137331	4/11	ALL KOOL RADIATOR REPAIR	630-09-50101-393-000	03/14 SE #2386 RADIA	1,177.50
137332	4/11	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	04/11/14 DEDUCTION	128.40
137333	4/11	AUTO GLASS SPECIALISTS, INC.	110-02-52103-344-000	03/14 PD 3088 GLASS	74.94
137334	4/11	ROCKFORD IND. WELDING	632-09-50101-389-000	03/14-SE SUPPLIES/RE	81.05
137335	4/11	TIME WARNER CABLE	520-09-50301-233-000 110-01-51102-233-000 521-09-50101-219-000	04/14 TRANSIT-ROADRU 04/14 AIRPORT-ROADRU 04/14 CABLE CONTRACT	139.95 139.95 11.14
				..... CHECK TOTAL	291.04
137336	4/11	CINTAS CORP	632-09-50101-259-000 520-09-50201-367-000 110-02-52203-259-000	03/14 SE-UNIFORM/GLV 03/14 TD-UNIFORM/GLV 03/14 FD-UNIFORM/GLV	514.53 356.34 186.83
				..... CHECK TOTAL	1,057.70
137337	4/11	PARIS JT. 1 SCHOOL DISTRICT	110-00-21813-000-000	2013 TAX ROLL STLMT	919.00
137338	4/11	BOUND TREE MEDICAL, LLC	206-02-52205-318-000	03/14 FD MEDICAL SUP	305.00
137339	4/11	GILLIG CORPORATION	520-09-50201-347-000 520-09-50201-347-000 520-09-50201-347-000 520-09-50201-347-000 520-09-50201-347-000 520-09-50201-347-000	03/14 BUS PARTS 04/14 BUS PARTS 03/14 BUS PARTS 03/14 BUS PARTS 03/14 BUS PARTS 03/14 BUS PARTS	1,076.08 1,029.90 543.06 500.00 381.68 50.58
				..... CHECK TOTAL	3,581.30
137340	4/11	RIMKUS, JASON	761-09-50101-111-000 761-00-21514-000-000 761-00-21512-000-000 761-00-21599-000-000 761-00-21511-000-000 761-00-21513-000-000	04/01-15/14 SERVICE 04/01-15/14 SERVICE 04/01-15/14 SERVICE 04/01-15/14 SERVICE 04/01-15/14 SERVICE 04/01-15/14 SERVICE	1,933.04 28.03CR 95.80CR 96.65CR 119.85CR 220.00CR
			 CHECK TOTAL	1,372.71

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
137341	4/11	PIRO, RALPH	761-09-50101-111-000	04/01-15/14 SERVICE	916.45
			761-00-21514-000-000	04/01-15/14 SERVICE	13.29CR
			761-00-21599-000-000	04/01-15/14 SERVICE	25.00CR
			761-00-21512-000-000	04/01-15/14 SERVICE	30.80CR
			761-00-21511-000-000	04/01-15/14 SERVICE	56.82CR
			761-00-21513-000-000	04/01-15/14 SERVICE	76.00CR
				..... CHECK TOTAL	714.54
137342	4/11	AIRGAS NORTH CENTRAL	206-02-52205-389-000	03/14 FD #5 OXYGEN C	76.51
			206-02-52205-389-000	02/14 FD #4 OXYGEN C	55.30
			206-02-52205-344-000	02/14 FD #4 OXYGEN C	35.98
			501-09-50105-355-000	03/14 ST INDUSTRIAL	34.02
			206-02-52205-389-000	02/14 FD #5 OXYGEN C	28.15
			206-02-52205-389-000	02/14 FD #7 OXYGEN C	22.32
			206-02-52205-344-000	02/14 FD #7 OXYGEN C	17.49
			521-09-50101-344-000	02/14 AR INDUSTRIAL	16.49
				..... CHECK TOTAL	286.26
137343	4/11	ROCK RIVER ARMS INC	241-09-50101-365-000	RIFLE L	1,670.00
137344	4/11	BALL HORTICULTURE CO	110-05-55103-353-000	03/14 PA FLOWERS, PL	336.06
			110-05-55103-353-000	03/14 PA FLOWERS, PL	302.78
			110-05-55103-353-000	03/14 PA FLOWERS, PL	223.34
				..... CHECK TOTAL	862.18
137345	4/11	AURORA HEALTH CARE	520-09-50101-161-000	1/22/14 W/C	273.06
137346	4/11	HEALTH SYSTEMS INTERNATIONAL	520-09-50101-161-000	2/9/14 W/C	123.53
137347	4/11	OCCUCARE SYSTEMS & SOLUTION	110-09-56405-161-000	2/28/14 W/C	396.11
137348	4/11	SIMONS, RICHARD	110-00-21106-000-000	2013 RE TAX OVERPAY	284.90
137349	4/11	US BANK HOME MORTGAGE	110-00-21106-000-000	2013 TAX-2730 WASH	2,540.22
137350	4/14	CLERK OF CIRCUIT COURT	110-00-45103-000-000	FINE T535991	110.31
			110-00-45104-000-000	FINE T535991	38.00
			110-00-21901-000-000	FINE T535991	28.69
			110-00-21911-000-000	FINE T535991	13.00
			110-00-21910-000-000	FINE T535991	10.00
			 CHECK TOTAL	200.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
137351	4/14	HOLIDAY INN-NEENAH	110-02-52107-263-000	3/9-11 NEENAH	140.00
137352	4/14	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	04/15/14 CITY SAL	39,670.38
			110-00-21562-000-000	04/15/14 WATER SAL	5,984.00
			110-00-21562-000-000	04/15/14 LIBRARY SAL	5,630.89
				..... CHECK TOTAL	51,285.27
137353	4/14	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	04/15/14 CITY SAL	897.70
			110-00-21541-000-000	04/15/14 LIBRARY SAL	234.00
			110-00-21541-000-000	04/15/14 WATER SAL	183.92
			110-01-51301-263-000	2014 DINNER 3/27/14	40.00
				..... CHECK TOTAL	1,355.62
137354	4/14	UNITED HOSPITAL SYSTEMS INC	110-02-52101-219-000	3/31/14 14-036060	49.60
137355	4/14	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	04/15/14 CITY SAL	83,497.00
			110-00-21563-000-000	04/15/14 WATER SAL	25.00
				..... CHECK TOTAL	83,522.00
137356	4/14	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	04/15/14 DEDUCTION	231.44
137357	4/14	CHASE BANK KENOSHA	110-00-21513-000-000	04/15/14 SAL DEDUCT	202,812.18
			110-00-21511-000-000	04/15/14 SAL DEDUCT	71,367.59
			110-00-21612-000-000	04/15/14 SAL DEDUCT	71,367.44
			110-00-21514-000-000	04/15/14 SAL DEDUCT	22,910.97
			110-00-21614-000-000	04/15/14 SAL DEDUCT	22,910.88
				..... CHECK TOTAL	391,369.06
137358	4/14	KENOSHA AREA BUSINESS	110-01-51301-263-000	3/31 ANNUAL MEETING	70.00
			110-01-50101-263-000	3/31 ANNUAL MEETING	70.00
				..... CHECK TOTAL	140.00
137359	4/14	CITIES & VILLAGES MUTUAL INS	110-09-56405-219-000	2ND QTR ADM	6,000.00
137360	4/14	REGISTRATION FEE TRUST	110-09-56519-909-000	LICENSE RNWL #2698	75.00
137361	4/14	KENOSHA APPLIANCE PARTS INC	110-02-52203-246-000	OVEN GASKET	68.00
137362	4/14	KENOSHA FIREFIGHTER C.A.R.E.	110-00-21564-000-000	04/15/14 SAL DEDUCT	840.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
137363	4/14	UNITED HOSPITAL SYSTEM	110-02-52102-219-000	RECORDS #13-055591	93.92
			110-02-52102-219-000	RECORDS #14-033739	86.64
			110-02-52102-219-000	RECORDS #12-068236	68.77
			110-02-52102-219-000	RECORDS #14-033739	63.38
				..... CHECK TOTAL	312.71
137364	4/14	QUARLES & BRADY	399-12-50198-217-000	4.91M REFUNDING	8,000.00
137365	4/14	MCAFFEE	110-01-51102-233-000	EMAIL/WEB PROTECT	11,046.00
137366	4/14	BROOKHOUSE & HEMSING LAW	110-01-51303-212-000	03/14 SERVICES	4,642.74
137367	4/14	REGISTER OF DEEDS	631-09-50101-311-000	12/13 DOC COPIES	32.00
137368	4/14	PELION BENEFITS, INC.	110-00-21517-000-000	04/01-15/14 DEDUCTS	2,381.65
137369	4/14	JOHNSON BANK	110-00-21532-000-000	04/15/14 CITY SAL	25,000.68
			110-00-21532-000-000	04/15/14 WATER SAL	2,814.41
			110-00-21532-000-000	04/15/14 LIBRARY SAL	1,315.00
				..... CHECK TOTAL	29,130.09
137370	4/14	ALIA, DUMEZ, DUNN & MCTERNAN	110-09-56402-219-000	MILLER DOL 10/25/03	1,881.00
			110-09-56402-219-000	WILLIAMS 6/30/11	726.00
			110-09-56402-219-000	BEAL DOL 3/5/08	550.00
			110-09-56402-219-000	CHILLUS DOL 9/9/10	22.00
				..... CHECK TOTAL	3,179.00
137371	4/14	SUPER 8 PLATTEVILLE	110-02-52107-263-000	03/11 PLATTEVILLE	70.20
137372	4/14	APEX PRINT TECHNOLOGIES	110-01-51306-312-000	2014 MAIL ASSESSMNT	13,400.00
137373	4/14	CHAPTER 13 TRUSTEE	110-00-21581-000-000	04/15/14 DEDUCTION	743.00
			110-00-21581-000-000	04/15/14 DEDUCTION	419.00
			110-00-21581-000-000	04/15/14 DEDUCTION	400.00
				..... CHECK TOTAL	1,562.00
137374	4/14	OLIVER ADJUSTMENT COMPANY	110-00-21581-000-000	04/15/14 DEDUCTION	171.34
137375	4/14	LAND SERVICES USA, INC.	453-11-51301-296-000	DRAW #3 - TID 16	4,237,694.80

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
137376	4/14	INTEGRATED HEALTHCARE	110-02-52102-219-000	03/31 2014-034662	28.91
137377	4/14	MOODY'S INVESTORS SERVICE	399-12-50198-217-000	4.91M REFUNDING	9,450.00
137378	4/14	KASDORF, LEWIS & SWIETLIK	110-09-56402-219-000	THOMPkins V CITY	47.80
137379	4/14	WIS SCTF	110-00-21581-000-000	04/15/14 SAL DEDUCT	9,807.71
137380	4/14	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	04/15/14 DEDUCTION	278.00
137381	4/14	GATEWAY TECH COLLEGE	245-09-50101-264-000	GTC 2/25-27 (17)	1,317.34
137382	4/14	GATEWAY TECH COLLEGE	110-00-44210-000-000	CLASS B BEER/WINE	10.00
137383	4/14	CMRS/PITNEY BOWES	110-01-51306-312-000	4/14 POSTAGE FILL	10,000.00
137384	4/14	EVT CERTIFICATION COMM.	110-02-52203-264-000	4/22 TECH EXAM	60.00
			110-02-52203-264-000	4/22 TECH EXAM	50.00
				..... CHECK TOTAL	110.00
137385	4/14	MEDICAL COLLEGE OF WI	709-09-50101-219-000	3/11 INSTRUCTOR	500.00
137386	4/14	STANDARD & POOR'S	399-12-50198-217-000	4.91M REFUNDING	13,100.00
137387	4/14	BUELOW, VETTER, BUIKEMA,	110-01-51303-212-000	03/14 SERVICES	22,107.50
			110-01-51001-212-000	03/14 SERVICES	6,627.50
				..... CHECK TOTAL	28,735.00
137388	4/14	SOLAIS, CHRISTIAN	110-00-21904-000-000	BOND V924243	124.00
137389	4/14	RICKER, EMILY M	110-00-21902-000-000	FINE N1270391	47.00
137390	4/14	GRINUS, TRACY G	110-00-45103-000-000	RESTITUTN OREST399	100.00
137391	4/14	INLAND POWER GROUP	110-02-52203-264-000	4/22 TRAINING	40.00
137392	4/14	BEARD, ROBERT	110-00-46394-000-000	APPLIACE STICKERS	30.00
137393	4/14	ROBINSON, STEPANIE J	110-00-21111-000-000	COURT PYMT S569818	69.20

START DATE FOR SUMMARY: 4/01 END DATE FOR SUMMARY: 4/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
137394	4/14	TOLEFREE, TRACY G	110-00-21111-000-000	COURT PYMT V811036	88.80
137395	4/14	BELL, XAVIER E	110-00-21111-000-000	COURT PYMT B1332593	114.00
137396	4/14	HARTON, LENA E	110-00-21111-000-000	COURT PYMT V923040	177.25
137397	4/14	JACKSON, SHAUN J	110-00-21111-000-000	COURT PYMT S570396	114.00
137398	4/14	JOHNSON, MICHAEL A	110-00-21111-000-000	COURT PYMT V574949	46.00
137399	4/14	KELLY, SARANICOLE A	110-00-21111-000-000	COURT PYMT S570690	88.80
137400	4/14	RICHARDSON, CASANDRA M	110-00-21111-000-000	COURT PYMT P709467	114.00
137401	4/14	KAPPLEHOFF, RYAN A	110-00-21111-000-000	COURT PYMT P707065	336.50
137402	4/14	ZARLETTI, SUE	110-00-21905-000-000	BEACH HOUSE 3/29/14	25.00
137403	4/14	GARCIA-AYALA, FERNANDO	110-00-21111-000-000	COURT PYMT #19198	1.20
137404	4/14	CARSTENS, TAYLOR E	110-00-21111-000-000	COURT PYMT V877524	87.70
137405	4/14	MILLSAPS, NINA M.	611-09-50102-259-000	CORP CUP EXPENSES	233.08
137406	4/14	WAMBOLDT, JEFFREY	110-02-52110-311-000	SUPPLIES	25.37
137407	4/14	REINING, BRIAN F.	110-01-51601-261-000	03/14 18 MILES	10.08
137408	4/14	SWARTZ, MARTHA E.	110-01-51601-261-000	03/14 265 MILES	148.40
137409	4/14	MIKOLAS, KEVIN	110-01-51601-261-000	03/14 391 MILES	218.96
137410	4/14	WILKE, BRIAN	110-01-51601-261-000	03/14 43 MILES	24.08
137411	4/14	DEATES, PETER J	611-09-50102-259-000	SUPPLIES/EXPENSES	306.39
137412	4/14	BILLINGSLEY, SHELLY	631-09-50101-261-000	3/26 SEWRPC MEETING	47.60
137413	4/14	CHIAPPETTA, LOUIS	110-01-51601-261-000	03/14 258 MILES	144.48

START DATE FOR SUMMARY: 4/01 END DATE FOR SUMMARY: 4/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
137414	4/14	WASHINGTON, AL	110-01-50901-261-000	2&3/14 142 MILES	79.52
137415	4/14	PACETTI, FRANK	110-00-49111-000-000	REIMBURSE I-PHONE 4	80.00
137416	4/14	SANCHEZ, MARGARITO	110-01-51601-261-000	03/14 304 MILES	170.24
137417	4/14	MOORE, MICHAEL	110-01-51601-261-000	03/14 745 MILES	417.20
137418	4/14	NEWHOUSE, ROBERT	110-01-51601-261-000	03/14 243 MILES	136.08
137419	4/14	HANSEN, JEFF	501-09-50103-261-000	03/11 WAUKESHA	34.16
137420	4/14	PAGOULATOS, KOSTAS	110-01-51601-261-000	03/14 337 MILES	188.72
GRAND TOTAL FOR PERIOD *****					8,161,110.21

INGRESS AND EGRESS EASEMENT FOR
SIMMONS ISLAND BOARDWALK AND BEACH
PLANTING AGREEMENT BY AND BETWEEN
THE KENOSHA WATER UTILITY AND
CITY OF KENOSHA

Document Number

Document Title

This space is reserved for recording data

Return to:

Office of the City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, WI 53140

12-223-32-201-022

Parcel Identification Numbers

INGRESS AND EGRESS EASEMENT FOR SIMMONS ISLAND BOARDWALK AND
BEACH PLANTING AGREEMENT

By and Between

KENOSHA WATER UTILITY
A Municipal Water Utility

And

THE CITY OF KENOSHA
A Wisconsin Municipal Corporation

This Ingress and Egress Easement for Simmons Island Boardwalk and Beach Planting Agreement (this "Easement and Agreement") made by and between the Kenosha Water Utility, a municipal water utility existing under the laws of the State of Wisconsin, hereafter referred to as "Grantor" and the City of Kenosha, a Wisconsin municipal corporation, hereafter referred to as "Grantee".

The Grantor is the owner of real estate legally described on Exhibit A situated in the City of Kenosha, County of Kenosha, State of Wisconsin, hereafter referred to as the "Real Estate."

Grantor, in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions below provided, does hereby grant to Grantee a permanent easement in, to, under and across that certain portion of the Real Estate legally described on Exhibit B, and as shown on Exhibit C, hereafter referred to as the "Easement Area," to install, construct, expand, reconstruct, repair, remove, replace, inspect, maintain and operate a walkway/boardwalk and appurtenances, which appurtenances include the fence described below, together with beach plantings all of which is hereafter referred to as the "Permitted Work", for the purposes of providing pedestrian and bicycle access over, across, and through the Real Estate, together with the right to, within the Easement Area, excavate and shape the beach planting area, install selected plantings, and the further right to, within the Easement Area, maintain plants as necessary to provide beach stabilization and stormwater runoff quality.

Grantee shall install, at Grantee's cost, security fencing and swing gate between the walkway/boardwalk and the Grantor's facilities located west of the walkway/boardwalk. The location of the security fencing, swing gate and the walkway/boardwalk within the Easement Area is shown on Exhibit D. The security fencing shall be of a style and type to match existing facility fencing; said style and type must be approved in advance of the installation by the Grantor.

Grantee shall maintain and manage all landscaping installed east of the security fence in a clean and orderly fashion. Grantee shall maintain walkway/boardwalk in a safe condition and materially in conformance with the original design as shown in Exhibit E.

Grantee shall develop a sand management plan to insure that sand does not accumulate along either side of the security fence and shall remove any such accumulation prior to it reaching a

height of eighteen inches (18") above the bottom of the fence at any point within five feet (5') of the fence anywhere along the entire length of the fence. Within sixty (60) days of notification by the Grantor that the walkway/boardwalk, associated landscaping or accumulation of sand is not in an acceptable condition, Grantee shall perform any required maintenance so as to comply with the requirements of this Easement and Agreement.

In addition, Grantee shall be responsible for all sand and snow management within the Grantor's cul-de-sac at the eastern terminus of 51st Place and adjoining roadway for the six hundred feet (600') west of the mouth of the cul-de-sac.

Should Grantor require removal of the walkway/boardwalk for Utility purposes, Grantor shall give Grantee notice six months in advance. Within six(6) months of the notification, Grantee shall remove the walkway/boardwalk.

For the purpose of performing Permitted Work, Grantee shall have the right, upon reasonable notice to Grantor (except in case of emergency in which event Grantee shall provide such notice to Grantor as Grantee is reasonably able to provide under the circumstances), to enter and pass over the Real Estate in order to use the Easement Area and the lands of Grantor reasonably adjacent thereto for the temporary transportation, laying down and storage of non-hazardous materials, backfill, tools and equipment, the depositing and removal of excavated materials, and for other purposes incidental to the Permitted Work. Upon completion of Permitted Work, restoration of the Easement Area by the Grantee shall include, but not limited to backfilling excavations, topsoil, seeding and debris removal. Upon completion of Permitted Work, Grantee, at Grantee's cost and expense, shall be responsible for all other restoration, including restoration of any fencing, any concrete and asphalt surfaces or any other improvements within the Easement Area and surrounding property to the condition prior to such Permitted Work, if required.

Subject to statutory immunities, limits of liability, monetary liability limitations and/or notice requirements, the parties shall indemnify each other. The indemnitor shall indemnify the indemnitee's officers, members, shareholders, directors, employees, agents, contractors, subcontractors, invitees, and successors and assigns for the respective acts of negligence and intentional acts of the indemnitor and its respective officers, employees, agents, contractors, and subcontractors; provided, however, with respect to intentional acts, indemnification hereunder extends only to such intentional acts as are otherwise the liability of the indemnitor under prevailing statutory and common law obligations of other municipalities or municipal utilities, as appropriate, when exercising indemnitor's rights in connection with this Easement and Agreement. Nothing herein is intended to abrogate the provisions of Wisconsin Statutes Sections 345.05(3), 893.80, or 895.04(4), and parties' liability hereunder shall be expressly limited thereby.

This Easement and Agreement shall run with the land and be binding upon the heirs, successors and assigns of the parties hereto. This Easement and Agreement shall not take effect until it is fully executed by the Grantor and Grantee. Each person who executes this Easement and Agreement certifies that they are acting within the scope of their respective authority in doing so.

This Easement and Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. Grantor, Grantee, and their respective successors and assigns shall have all rights to enforce this Easement and Agreement at law or in equity.

EXHIBIT A

KWU PROPERTY DESCRIPTION

That part of Lots 26 through 32 of Washington Island Subdivision located in the Northwest $\frac{1}{4}$ of Section 32, Town 2 North, Range 23 East of the Fourth Principle Meridian in the City of Kenosha, Kenosha County, Wisconsin, together with that part of 51st Place right-of-way previously vacated and described in Document 1543093 recorded with the Kenosha County Register of Deeds on December 21, 2007 AND the parcel of land described in Document 1544209 and recorded with the Kenosha County Register of Deeds on January 8, 2008 and being more particularly described as follows: Commencing at the southwest corner of said Quarter Section and running thence N. $2^{\circ} 01' 58''$ W. along the west line of said quarter 292.70 feet to the westerly extension of the north line of 51st Place; thence N. $88^{\circ} 04' 23''$ E. along said north line and westerly extension thereof 290.04 feet to the southeast corner of the parcel of land described in Document 1186418 being a quit claim deed to the State of Wisconsin Building Commission and recorded with the Kenosha County Register of Deeds on June 30, 2000; thence continuing N. $88^{\circ} 04' 23''$ E. along said north line 10.00 feet to the point of beginning; thence continuing N. $88^{\circ} 04' 23''$ E. along said north line 1,123 feet more or less to the shoreline of Lake Michigan; thence southerly along said shoreline 99 feet more or less to the north line of the government pier on the north entrance of the Kenosha Harbor and as shown on the plat of survey dated August 21, 2007 by Wisconsin Registered Land Surveyor Ken Kanyuh and filed with the Kenosha County Land Information Office; thence S. $84^{\circ} 12' 29''$ W. along the north line of said government pier 458 feet more or less to the westerly terminus of said government pier; thence S. $84^{\circ} 29' 42''$ W. 682.45 feet to a point which is 166.87 feet S. $1^{\circ} 55' 37''$ E. of the point of beginning; thence N. $1^{\circ} 55' 37''$ W. 166.87 feet to the point of beginning.

EXCEPT therefrom the following described parcels:

Excepted Parcel 1: Commencing on the west line of said Quarter Section at a point N. $2^{\circ} 01' 58''$ W. 292.70 feet from the southwest corner of said Quarter Section; thence N. $88^{\circ} 04' 23''$ E. along the westerly extension of the north line of 51st Place 132.56 feet to a point of curve in said north line and the point of beginning of the parcel to be described herein; thence continuing N. $88^{\circ} 04' 23''$ E. along the north line of said 51st Place 157.48 feet; thence N. $1^{\circ} 56' 32''$ W. 71.62 feet; thence S. $88^{\circ} 03' 28''$ W. 59.43 feet; N. $1^{\circ} 56' 32''$ W. 40.11 feet; thence S. $88^{\circ} 07' 08''$ W. 135.14 feet; S. $2^{\circ} 04' 58''$ E. 104.79 feet to a point on the north line of 51st Place which is on the arc of curve concave to the northeast; thence easterly along the arc of said curve, having a radius of 100.00 feet and a chord which bears S. $81^{\circ} 07' 16''$ E. 37.50 feet to the point of beginning.

Excepted Parcel 2: Commencing on the west line of said Quarter Section at a point N. $2^{\circ} 01' 58''$ W. 404.59 feet from the southwest corner of said Quarter Section; thence N. $88^{\circ} 07' 08''$ E. 32.77 feet to the east line of 4th Avenue and the point of beginning of the parcel to be described herein; thence S. $1^{\circ} 54' 17''$ E. along said east line of 4th Avenue 11.82 feet to the start of a curve in said east line; thence southeasterly along the arc of said curve 119.40 feet, said curve having a radius of 100.00 feet and chord which bears S. $36^{\circ} 06' 36''$ E. 112.43 feet to a point on the north line of 51st Place; thence N. $1^{\circ} 52' 52''$ W. 100.00 feet; thence S. $88^{\circ} 07' 08''$ W. 100.00 feet to a point on the east line of 4th Avenue; S. $1^{\circ} 52' 52''$ E. 100.00 feet to the point of beginning.

EXHIBIT B

DESCRIPTION OF EASEMENT PROPERTY

That part of Lots 26 through 32 of Washington Island Subdivision located in the Northwest ¼ of Section 32, Town 2 North, Range 23 East of the Fourth Principle Meridian in the City of Kenosha, Kenosha County, Wisconsin described as follows: Commencing at the northwest corner of said Lot 26 and running thence N. 88° 04' 23" E. along the north line of said Lot 26 579.42 feet to the point of beginning; thence S. 27° 24' 08" E. 36.80 feet; thence N. 88° 09' 36" E. 38.34 feet; thence S. 23° 46' 12" E. 94.61 feet; S. 02° 40' 45" E. 10.70 feet; thence N. 88° 00' 46" E. 0.39 feet; thence S. 1° 59' 14" E. 121.57 feet; thence N. 87° 59' 18" E. 121.61 feet; thence S. 45° 04' 24" E. 16.83 feet; thence S. 2° 19' 12" E. 102.70 feet; thence S. 2° 27' 52" E. 71.26 feet; thence N. 88° 41' 44" E. 48.51 feet; thence S. 0° 10' 48" W. 110.11 feet; thence N. 89° 52' 49" E. 130.80 feet; thence N. 0°-26'-47" W. 410.73 feet; thence N. 39°-54'-12" W. 182.33 feet to a point on said north line of Lot 26; thence S. 88°-04'-23" W. along said north line 301.79 feet to the point of beginning.

EXHIBIT D

KENOSHA WATER UTILITY FENCE AT SIMMONS ISLAND

10
PNT
592.92

11
PNT
592.17

13
PNT
591.61

14
PNT
590.61

15
PNT
590.59

16
PNT
591.92

17
PNT
590.80

18
PNT
589.62

BOARDWALK
INSTALLED
BY OTHERS

12' WIDE SWING GATE

TOTAL FENCE LENGTH = 324'



