

AGENDA
KENOSHA COMMON COUNCIL
KENOSHA, WISCONSIN
Council Chambers – Room 200 – Kenosha Municipal Building
Monday, May 16, 2011
7:00 P.M.

CALL TO ORDER
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE

Approval of the minutes of the meeting held May 2, 2011.

Matters referred to the Committees by the Mayor.

Presentation, Commendations and Awards by Mayor.

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

CITIZENS' COMMENTS

A. REFERRALS

TO THE COMMITTEE ON FINANCE

TO THE PUBLIC WORKS COMMITTEE

TO THE PUBLIC SAFETY AND WELFARE COMMITTEE

- A.1. Proposed Ordinance By Alderperson Daniel Prozanski, Jr., Alderperson Jan Michalski, Alderperson Michael Orth & Alderperson Lawrence Green - To Renumber Sections 7.201, 7.21, 7.22, and 7.23 as 7.23, 7.26, 7.25, and 7.24 Respectively and To Create 7.22 Entitled "Cell Phone use While Driving".

TO THE CITY PLAN COMMISSION

- A.2. Petition to rezone property at 11809 Burlington Road from A-2 Agricultural Land Holding District to B-2 Community Business District in conformance with Section 10.05 of the Zoning Ordinance, District #16. (Sai Ram Real Estate, LLC)
- A.3. Zoning Ordinance to Create Subsection 18.02 d. of the Zoning Ordinance to Amend the Land Use Plan Map for the City of Kenosha: 2035. (Sai Ram Real Estate, LLC)

B. COMMUNICATIONS, PETITIONS, REPORTS OF DEPARTMENTS

- B.1. Approval of the following applications per list on file in the Office of the City Clerk:
- a. _____ Operator's (Bartenders) license(s).
 - b. _____ Transfer of Agent Status of Beer and/or Liquor license(s).
 - c. _____ Special Class "B" Beer and/or Special "Class B" Wine license(s).
 - d. _____ Taxi Driver License(s)..
- B.2. Communication regarding award of bid for official City Newspaper (*June 1, 2011 through May 31, 2012*). Go to Backup

C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS

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

- C.1. Approve the following applications for new Operator's (Bartender) licenses:
- a. Robin Stubbe (*20 demerit points*)
 - b. Megan Blank (*20 demerit points*)
 - c. Melissa Katz (*40 demerit points*)
 - d. Deanna Davis (*60 demerit points*) (L/P-Ayes 5:Noes 0) **HEARING**
Go to Backup
- C.2. **DENY** application for Roxanne Hurtado for a new Operator's (Bartender) licenses, based on **material police record**. (L/P-Ayes 5:Noes 0) **HEARING**
Go to Backup
- C.3. Approve the following applications for new Taxi Driver's licenses:
- a. Dean Loughead (*40 demerit points*)
 - b. Michael Werwie (*70 demerit points*) (L/P-Ayes 5:Noes 0) **HEARING**
Go to Backup
- C.4. **DENY** applications for new Taxi Driver's licenses, based on **material police record**:
- a. Stacy Jackson
 - b. Bryan Gonzalez (L/P-Ayes 5:Noes 0) **HEARING** Go to Backup
- C.5. Approve the following applications for renewal Taxi Driver's licenses:
- a. Mohammed Museitif (*20 demerit points*)
 - b. Scott Larson (*20 demerit points*) (L/P-Ayes 4:Noes 0 w/1 abstention)
HEARING Go to Backup

- C.6. Approve renewal application of M&M Choice Taxi, for a Taxi Cab License located at 3122 - 14th Avenue, subject to 20 demerit points. (L/P-Ayes 4:Noes 0 with 1 abstention) **HEARING** Go to Backup
- C.7. Approve renewal applications of Class "A" Retail Beer & "Class A" Retail Liquor Licenses:
- a. Tenuta's Inc., (Christopher Tenuta, Agent, 3203 - 52nd Street, Tenuta's Deli Liquors & Wines) (0 demerit points)
 - b. Lenci's Food & Deli Inc. (Dominic H. Lenci, Agent, 2121-45th Street, Lenci's Food & Deli) (20 demerit points)
 - c. HJATT Inc., (Thomas M. Morelli, Agent, 7506 - 7th Ave., Southport Pantry) (20 demerit points)
 - d. S&V Partnership LLP, (Himmat S. Gill, Agent, 2830 - 75th Street, American Plaza Liquor) (20 demerit points)
 - e. Wisconsin CVS Pharmacy, LLC, (Debbie Martin, Agent, 3726 22nd Avenue, CVS Pharmacy #8777) (20 demerit points)
 - f. O-Line, Inc., (Anthony L. Perrine, Agent, 5145 Sheridan Road, Lou Perrine's Gas & Groceries) (40 demerit points) (L/P-Ayes 5:Noes 0)
- HEARING** Go to Backup
- C.8. Application of Cobe, LLC, Blanca O. Martinez, Agent, for a Class "B" Beer/"Class B" Liquor License located at 621 - 56th Street, (Hydrate Margarita Lounge), to be effective May 17, 2011. (2nd District)(L/P-Ayes 5:Noes 0) **HEARING** Go to Backup
- C.9. **DENY** application of Bragados Banquets, LLC, Marco A. Mendez, Agent, for a Class "B" Beer/"Class B" Liquor License located at 4820 - 75th Street, (Bragados Banquets), to be effective May 17, 2011, based on **public safety and welfare**. (15th District) (L/P-Ayes 5:Noes 0) **HEARING** Go to Backup
- C.10. **DENY** application of La Quemada Inc., Amanda Chavez, Agent, for a Class "B" Beer/"Class B" Liquor License located at 3029 - 52nd Street, (La Quemada), to be effective May 17, 2011, based on **public safety and welfare**. (10th District)(L/P-Ayes 5:Noes 0) **HEARING** Go to Backup
- C.11. Approve renewal applications for the following licenses with no adverse recommendations per list on file in the Office of the City Clerk:
- a. 1 Class "B" Beer/"Class C" Wine
 - b. 73 Class "B" Beer/"Class B" Liquor Combination
 - c. 10 Class "A" Retail Beer
 - d. 5 Class "A" Retail Beer/"Class A" Retail Liquor (L/P-Ayes 5:Noes 0)
- HEARING** Go to Backup

C.12. Approve renewal applications of Class "B" Beer/"Class B" Liquor Combination Licenses, subject to:

- a. The Char Grill Inc., (Jeffrey Marsh, Agent, 5745-75th Street, Charcoal Grill & Rotisserie) (0 demerit points)
- b. American Legion Paul Herrick Post 21, (Amel Bolyard, Agent, 504 58th St., American Legion Post 21) (0 demerit points)
- c. Robert C. Karnes, (6929 39th Ave., Bob's Grandview) (0 demerit points)
- d. Bombay Louie's Int'l, Inc., (Stanley Ginkowski, Agent, 2227 60th St, Bombay Louie's Int'l Fine Food) (0 demerit points)
- e. Schmidties Sports Bar, Inc., (Keith Schmidt, Agent, 4602 7th Ave, Schmidties Sports Bar) (0 demerit points)
- f. G-Knows, Inc. (Crystal Monday, Agent, 1912 52nd Street, Rumors) (0 demerit points)
- g. Club Benes LLC, (Robert Kavalauskas, Agent, 2827-63rd Street, Club Benes) (0 demerit points)
- h. Rick's Legends Bar & Restaurant, Inc., (Rickey L. Mutchler, Agent, 3013 60th Street, Rick's Legends Bar & Restaurant) (0 demerit points)
- i. Shirley Willie, LLC, (Shirley Willie, Agent, 3810 Roosevelt Road, Clay's Tap) (0 demerit points)
- j. Noe Jaimes, Inc., (Noe A. Jaimes, Agent, 4031 - 52nd Street, Los Cantaritos Mexican Restaurant) (0 demerit points)
- k. Mister G's of Kenosha, Inc., (Bradford Keller, Agent, 3214 - 60th Street, Big Daddy's Sports Lounge) (0 demerit points)
- l. GKLS, LLC, (Dana M. Dever, Agent, 510 - 57th Street, Kaiser's Pizza & Pub) (0 demerit points)
- m. KRYN, Inc., (David Hamelink, Sr., Agent, 7517 22nd Avenue, Sunnyside Club) (20 demerit points)
- n. Icon Enterprises LLC, (Mickey Johnson, Agent, 6305 - 120th Ave., Club Icon) (20 demerit points)
- o. George's Club Highview Inc., (Danny Gervais, Agent, 5305-60th Street, George's Club Highview) (20 demerit points)
- p. Rendezvous Bar & Grill, Inc., (William Koprovic, Agent, 1700 52nd Street, Rendezvous Tiki Lounge) (20 demerit points)
- q. Appetize Inc., (Jeremy Anderson, Agent, 7214 Green Bay Road, HuHot Mongolian Grill) (20 demerit points)
- r. Bindelli's Jungle Inc., (Sidney Bindelli, Agent, 3805 22nd Avenue, Bindelli's Jungle) (20 demerit points)
- s. Bindelli's Adventure Inc., (Sidney Bindelli, Agent, 4601 7th Avenue, Bindelli's City Zoo) (20 demerit points)
- t. Bindelli's Safari Inc., (Sidney Bindelli, Agent, 2232 Roosevelt Road, Bindelli's Safari) (20 demerit points)
- u. Gerolmo's Tavern, Inc., (Mary Ann Sacripanti, Agent, 2506 52nd Street, Gerolmo's) (40 demerit points)

- v. Marilyn LaMere (4327-17th Avenue, Kazaches) (40 demerit points)
- w. Rosaura Finley, (1361 52nd Street, El Rodeo) (40 demerit points)
- x. Flints Inn, Inc., (Robert Verlen, Agent, 4708 22nd Avenue, Flints' Inn) (40 demerit points)
- y. Duke's Country Saloon LLC, (Dusan Matic, Agent, 2324 18th Street, Suite C, Duke's Country Saloon) (80 demerit points)
- z. Bindelli's Animal House Inc., (Sidney Bindelli, Agent, 3322 Sheridan Road, Bindelli's Animal House) (80 demerit points)
- aa. GMR Entertainment, LLC (Jesus Paredes, Agent, 6218 - 22nd Avenue, La Frontera) (non renewal revocation hearing) (L/P-Ayes 5:Noes 0) **HEARING**
Go to Backup

C.13. Approve renewal applications of Class "A" Retail Beer Licenses, subject to:

- a. Mian's Petroleum, Inc., (Zafar Mian, Agent, 5006-60th Street, Mian's Petroleum) (0 demerit points)
- b. Kwik Trip, Inc., (Jillian L. Ricker, Agent, 6300 - 52nd Street, Kwik Trip #371) (0 demerit points)
- c. PDQ Food Stores, Inc., (Kathy A. Loberger, Agent, 8012 - 39th Ave., PDQ Store #351) (20 demerit points)
- d. Koche LLC (Sheryl John, Agent, 2528-75th Street, Tom's BP) (20 demerit points)
- e. JC Stores, Inc., (Barbara Capps, Agent, 6205 Green Bay Road, Sports Plaza Mobil) (40 demerit points)
- f. Sixtieth Street Citgo LLC, (Syed Sawar, Agent, 4924-60th Street, 60th Street Citgo) (45 demerit points)
- g. Kwik Trip Inc., (Victoria A. Danner, Agent, 2111-22nd Avenue, Tobacco Outlet Plus #528) (60 demerit points)
- h. BP Express Kenosha LLC, (Ketan Patel, Agent, 2616-22nd Avenue, BP Express) (80 demerit points) (L/P-Ayes 3:Noes 1) **HEARING** Go to Backup

C.14. Approve 5 renewals for beer/liquor licenses, subject to review of economic impact statement projections for periods of July 1, 2010 through June 30, 2011 (first full license term) per list on file in the Office of the City Clerk. (L/P-Ayes 4:Noes 0) **HEARING** Go to Backup

C.15. Approve applications for a Outdoor Dining Permit for:

- a. The Secret Garden Cafe & Galley, LLC (5925 - 6th Avenue, The Secret Garden Cafe & Gallery). (2nd District)
- b. Harp & Eagle, Ltd, (125 - 56th Street, Ashling on the Lough)(2nd District) (L/P-Ayes 4:Noes 0) **HEARING** Go to Backup

- C.16. Approve application of Washington Park Tavern, Inc., for a Temporary Outdoor Extension of the Class "B" Beer/"Class B" Liquor License located at 1510 Washington Road, (*Stan's Place*), for June 26, 2011. (L/P-Ayes 3:Noes 0) **HEARING** Go to Backup
- C.17. Application of Dishes to Die For, Inc., located at 4120 - 7th Avenue (*TG's Restaurant & Pub*), to change it's Outdoor Extension closing hours to midnight. (*2nd District*) (L/P-No Recommendation-Ayes 2:Noes 2) (*Deferred from 5/2/11*) **HEARING** Go to Backup
- C.18. Approve applications of Jean Campagna, located at 3001 - 60th Street, (*Shooters*), for June 4, 2011 for a:
- a. 1-day Cabaret License
 - b. Outdoor Area Cabaret (L/P-Ayes 3:Noes 0) **HEARING** Go to Backup
- C.19. Approve application of Jean Campagna, for a Yearly Cabaret License located at 3001 - 60th Street, (*Shooters*). (L/P-Ayes 3:Noes 0) **HEARING** Go to Backup
- C.20. Approve application of The Coffee Pot, LLC, Janis A. Barnhill, Agent, for a Yearly Cabaret License located at 4914 7th Ave., (*The Coffee Pot*) to be effective July 1, 2011. (2nd District) (L/P-Ayes 4:Noes 0) **HEARING** Go to Backup
- C.21. Application of Icon Enterprises, LLC, for a Yearly Cabaret License located at 6305 - 120th Avenue, (*Club Icon*), with no adverse recommendations. (L/P-Recommendation Pending) **HEARING** Go to Backup
- C.22. Approve application of RP Consulting, LLC, for a Yearly Cabaret License located at 3216 - 60th Street, (*Lotus Sports Bar*), with no adverse recommendations. (L/P-Ayes 4:Noes 0) **HEARING** Go to Backup
- C.23. Approve 16 applications for Yearly Cabaret Licenses (2011-2012 Term), with no Adverse Recommendations per list on file in the Office of the City Clerk. (L/P-Ayes 4:Noes 0) **HEARING** Go to Backup
- C.24. Approve the following Renewal applications (2011-2012 Term), with no adverse recommendations per list on file in the Office of the City Clerk.
- a. 2 Theatre
 - b. 1 Amusement/Recreation Enterprise (L/P-Ayes 4:Noes 0) **HEARING** Go to Backup

- C.25. **DENY** Renewal application for an Amusement & Recreation Enterprise License of Bacchus Billiards, LLC, located at 5010 - 7th Avenue, St. James Gate Street Pub, based on **non-renewal revocation hearing**. (L/P-Ayes 4:Noes 0) **HEARING** Go to Backup
- C.26. Approve Renewal application of David W. Koehler, for an Amusement and Recreation Supervisor License, located at 2208 - 60th Street, (*Finney's Lounge*), with no adverse recommendations. (L/P-Ayes 4:Noes 0) **HEARING** Go to Backup
- C.27. Approve application of Christine Beth, for a Pet Fancier Permit, with no adverse recommendations. (L/P-Ayes 4:Noes 0) **HEARING** Go to Backup
- C.28. Application for an Amusement & Recreation Enterprise License of DJ Miller Investment Inc, located at 4237 Green Bay Rd, Monkey Joe's. (L/P-Recommendation Pending)**HEARING** Go to Backup

D. ORDINANCES 1st READING

- D.1. By the Committee on Licensing/Permits - To Repeal and Recreate Subsections J.3, J.4, J.5 and J.9 of Section 13.02 (of the code of general ordinances) Regarding Pawnbroker and Dealer Requirements. (L/P-Recommendation Pending) Go to Backup

E. ZONING ORDINANCES 1st READING

F. ORDINANCES 2nd READING

- F.1. By Alderperson Rocco LaMacchia, Sr – To Create Subsection 10.05 K. regarding Limitation on Sale of Individual Containers of Fermented Malt Beverages. (LP-No Recommendation) **PUBLIC HEARING** Go to Backup
- F.2. By Alderperson Jesse L. Downing - To Repeal and Recreate Subsection 10.05 J. (*of the Code of General Ordinances*) Regarding Drive Through Window Regulation. (L/P-Ayes 4: Noes 0) **PUBLIC HEARING** Go to Backup

G. ZONING ORDINANCES 2nd READING

- G.1. By Alderperson Jesse L. Downing - To Create Subsection 3.12 E. (*of the Zoning Ordinance*) regarding Class "A", "Class A" License Locations. (CP-Ayes 5:Noes 1; L/P-Ayes 4:Noes 0) Go to Backup

- G.2. By the Mayor - To Repeal and Recreate Section 16.03 A.7 and Section 16.11 (*of the Zoning Ordinance*) regarding Administration, Special Exceptions and Appeals regarding the Fence Code. (CP-Ayes 6:Noes 0) [Go to Backup](#)

H. RESOLUTIONS

- H.1. By Finance Committee - To Levy Special Assessments Upon Various Parcels of Property Located in the City per List on File in the Office of the City Clerk:
a. Boarding and Securing - \$1,084.36
b. Property Maintenance Reinspection Fees - \$1,840.00
c. Miscellaneous Assessment - \$600.00
(Fin-Recomendation Pending) **HEARING** [Go to Backup](#)
- H.2. By the Mayor - Approving Ready for Reuse Program Application and Preparations for Issuance of Note Anticipation Notes to Finance Project. (Fin-Recommendation Pending) [Go to Backup](#)

I. APPOINTMENTS/REAPPOINTMENTS BY THE MAYOR

- I.1. Appointment to the Redevelopment Authority for a term to expire November 15, 2015:
a. Michael Orth [Go to Backup](#)
b. Everett Butler [Go to Backup](#)
- I.2. Appointment of James C. Greco to the Police & Fire Commission for a term to expire May 1, 2016. [Go to Backup](#)

J. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

- J.1. Approve Award of Contract for Project Project 11-1015 Resurfacing Phase II (*Project A: 88th Place - 47th Avenue to 43rd Avenue, 39th Avenue – North of 80th Street to 300' South*) to Cicchini Asphalt, LLC, Kenosha, Wisconsin, in the amount of \$335,000. (*District 14*) (*Project B-81st Street - 25th Avenue to 22nd Avenue*) to A.W. Oakes & Son, (*Racine, Wisconsin*) in the amount of \$171,000. (*District 13*) (PW-Ayes 4:Noes 0) [Go to Backup](#)

K. OTHER CONTRACTS AND AGREEMENTS

- K.1. Approval of Agreement for Professional Services Emergency Medical Service User Fee Billing Services By and Between the City of Kenosha, Wisconsin (*A Municipal Corporation*) and EMS Medical Billing Associates, LLC (*A Wisconsin Limited Liability Company*). (PSW-Ayes 5:Noes 0) (*Deferred from 4/18/11*) (Fin-Recommendation Pending) [Go to Backup](#)

- K.2. License Agreement by and between the City of Kenosha, Wisconsin and KABA Building, LLC (55th Street and 6th Avenue) (District #2). (Fin-Recommendation Pending) Go to Backup
- K.3. Contract for Professional Services between the City of Kenosha and the Government Finance Officers Association for ERP Selection. (Fin-Recommendation Pending) Go to Backup

L. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

- L.1. Disbursement Record #8 – \$5,733,328.78. (Fin.-Recommendation Pending) Go to Backup
- L.2. Approve Stipulation Regarding Brat Stop, Inc (Kenosha, Wisconsin), Delinquent Personal Property Tax Account No. 20-71631-000. (Fin-Recommendation Pending) Go to Backup
- L.3. Claim of January 10, 2011 House Explosion (Fin.-Recommendation Pending) **CLOSED SESSION: The Common Council may go into Closed Session regarding this item, pursuant to §19.85(1)(g) Wisconsin Statutes.** Go to Backup

M. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

N. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC SAFETY & WELFARE

O. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS

- O.1. Approve the amendment to the Conditional Use Permit for Casa Del Mare Assisted Living Facility located at 3508 7th Avenue, to Add Nine Additional Living Units, (District #1). (Casa Del Mare) **PUBLIC HEARING** (CP-Ayes 7:Noes 0) Go to Backup

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

LEGISLATIVE REPORT
MAYOR'S COMMENTS
ALDERMEN'S COMMENTS



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

**COMMON COUNCIL
OFFICIAL PROCEEDINGS**

Monday, May 2, 2011

Keith G. Bosman, Mayor

Michael K. Higgins, City Clerk

**KENOSHA MUNICIPAL
BUILDING COUNCIL
CHAMBERS ROOM 200**

Monday, May 2, 2011

At a meeting of the Common Council held this evening, His Honor, Mayor Keith G. Bosman presided. The meeting was called to order at 7:21 p.m.

On roll call, the following members of the Common Council were present: Alderpersons Haugaard, Ruffalo, Michalski, Ruffolo, LaMacchia, Ohnstad, Juliana, Green, Kennedy, Nudo, Bostrom, Misner, Prozanski, Orth, Downing and Bogdala. Alderperson Marks 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 Green, seconded by Alderperson LaMacchia, to approve the minutes of the meeting held April 18, 2011.

Motion carried unanimously.

One (1) Citizen spoke during Citizen's Comments: Bob Johnson.

A. REFERRALS

TO THE COMMITTEE ON FINANCE

A.1. Proposed Ordinance By the Mayor - To Create Chapter XXIX of the Code of General Ordinances Entitled "Statement of Economic Interest by City Officers, Employees and Candidates for Elective City Office"; To Repeal and Recreate Subsection 30.06 L. Regarding Not-for-Profit Affiliations and to Create Section 30.07 Entitled "Statement of Economic Interest"

TO THE PUBLIC SAFETY & WELFARE COMMITTEE

A.2. Proposed Ordinance By Alderperson Ray Misner - To Create Section 11.021 of the Code of General Ordinances Regarding Intimidation of Public Officials.

TO THE CITY PLAN COMMISSION

A.3. Amendment to the Conditional Use Permit for Casa Del Mare Assisted Living Facility located at 3508 7th Avenue, to add nine additional living units, District #1. (Casa Del Mare)

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

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

- a. 20 applications for an Operator's (Bartenders) license, per list on file in the office of the City Clerk.
- b. 4 application(s) for a transfer of agent status of Beer and/or Liquor licenses, per list on file in the office of the City Clerk.
- c. There were no 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. 5 application(s) for a Taxi Driver's license per list on file in the office of the City Clerk.

On a voice vote, motion carried.

B.2. It was moved by Alderperson Kennedy, seconded by Alderperson Michalski, to approve request for a Special Exception for Setback and Maximum Sign Area Relief to Install A Sign and Sign Cabinet on an Existing Sign Structure Located at 5300-52nd Street (Shopko) (16th District)

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

B.2.1 It was moved by Alderperson Ruffolo, seconded by Alderperson Downing, to DENY the request of the Sign Structure.

On a voice vote, motion carried.

B.3. It was moved by Alderperson Ruffolo, seconded by Alderperson Nudo, to receive and file the Communication Regarding the Voluntary Surrender of the Class "B" Beer/"Class B" Liquor License of John

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

L. Pasquali, (Sloow Jo's), 504-57th Street.

On a voice vote, motion carried.

C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS

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

a. Terri Grell (60 demerit points)

b. Sheena Angeloff (80 demerit points)

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

C.2. It was moved by Alderperson Ruffolo, seconded by Alderperson LaMacchia, to DENY application for Deminka Hill for a new Operator's (Bartender) license, based on material police record.

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

C.3. It was moved by Alderperson Green, seconded by Alderperson Michalski, to approve the following application for Veronica King for a new Operator's (Taxi Driver's) license subject to 40 demerit points.

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

C.4. It was moved by Alderperson Nudo, seconded by Alderperson Green, to approve the following renewal applications for Taxi Driver's licenses:

a. Donald Perry (20 demerit points)

b. Billy Sexton (20 demerit points)

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

C.5. It was moved by Alderperson Juliana, seconded by Alderperson LaMacchia, to approve the application of Boys & Girls Club of Kenosha, Inc., for a Temporary Class "B"/"Class C" Wine License located at 1330 - 52nd Street (Boys & Girls Club), for June 23, 2011.

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

C.6. It was moved by Alderperson Nudo, seconded by Alderperson Ohnstad, to approve the application of Bonnie's Diner, Inc., Bonnie Sanchez, Agent, for a Class "B" Beer Only License located at 2105 - 22nd Ave., (Bonnie's Diner), to be effective May 3, 2011. (4th District)

A hearing was held. The applicant was present & spoke. On a voice vote, motion carried.

C.7. It was moved by Alderperson Nudo, seconded by Alderperson Ruffalo, to approve the application of Michelle Lee Traylor, for a Class "B" Beer/"Class B" Liquor License located at 8735 Sheridan Road, (Mikki's Rat Race), with acceptance of a conditional surrender of a similar license at the same location from Ruth Talbert, to be effective July 1, 2011. (9th District)

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

C.8. It was moved by Alderperson Nudo, seconded by Alderperson Ohnstad, to approve the application of Mariah's of Kenosha County Inc., located at 2724 Roosevelt Road, (Mariah's Neighborhood Bar), to change it's Outdoor Extension closing hours to 1:30 a.m. (12th District)

A hearing was held. John Pauloni, a representative, was present. On a voice vote, motion carried.

C.9. It was moved by Alderperson Green, seconded by Alderperson Ohnstad, to approve the application of Dishes to Die For, Inc., located at 4120 - 7th Avenue (TG's Restaurant & Pub), to change it's Outdoor Extension closing hours to midnight. (2nd District)

A hearing was held. The applicant did not appear.

C.9.1 It was then moved by Alderperson Ruffalo, seconded by Alderperson Juliana, to defer for two weeks. On a voice vote, motion carried.

C.10. It was moved by Alderperson Nudo, seconded by Alderperson Michalski, to approve the following amended applications of Bragados Banquets, LLC, for a 1-day Cabaret License (Marco Mendez, Agent) located at 4820 75th Street, (Bragados Restaurant & Banquet Hall) for:

a. May 28, 2011

b. June 25, 2011

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

C.11. It was moved by Alderperson Ruffalo, seconded by Alderperson Juliana, to approve the application of Eat What You Get, LLC, for a 1-day Cabaret License (Kevin Ervin, Agent) located at 508 58th Street, (Frank's Diner) for May 7, 2011.

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

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

C.12. It was moved by Alderperson Nudo, seconded by Alderperson LaMacchia, to approve 23 applications for Yearly Cabaret Licenses (2011-2012 Term), with No Adverse Recommendations per list on file in the Office of the City Clerk.

A hearing was held. No one appeared. On a voice vote, motion carried with Alderperson Ruffalo abstaining.

C.13. It was moved by Alderperson Green, seconded by Alderperson LaMacchia, to approve 6 applications for Amusement and Recreation Enterprise License Renewals (2011-2012 Term), with No Adverse Recommendations per list on file in the Office of the City Clerk.

A hearing was held. No one appeared. On a voice vote, motion carried with Alderperson Ruffalo abstaining.

C.14. It was moved by Alderperson Juliana, seconded by Alderperson Green, to approve 5 applications for Amusement and Recreation Supervisor License Renewals (2011-2012 Term), with No Adverse Recommendations per list on file in the Office of the City Clerk.

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

C.15. It was moved by Alderperson Juliana, seconded by Alderperson Green, to approve the application of GH Holdings, LLC, for an Outdoor Extension of the Class “B” Beer/“Class B” Liquor License located at 6325-120th Ave (Rivals Sports Bar) along with a request to change the closing hours to midnight. (17th District)

A hearing was held. The applicant, Michael Honold, was present. On a voice vote, motion carried.

D. ORDINANCES 1ST READING

D.1. It was moved by Alderperson Michalski, seconded by Alderperson Kennedy, to send the following ordinance on its way: By Alderperson Rocco LaMacchia, Sr – To Create Subsection 10.05 K. regarding Limitation on Sale of Individual Containers of Fermented Malt Beverages.

On a voice vote, motion carried.

E. ZONING ORDINANCES 1ST READING

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

E.1. By Alderperson Jesse L. Downing - To Create Subsection 3.12 E. (of the Zoning Ordinance) regarding Class "A", "Class A" License Locations.

E.2. By the Mayor - To Repeal and Recreate Section 16.03 A.7 and Section 16.11 (*of the Zoning Ordinance*) regarding Administration, Special Exceptions and Appeals regarding the Fence Code.

On a voice vote, motion carried.

F. ORDINANCES 2ND READING

F.1. It was moved by Alderperson Juliana, seconded by Alderperson Green, to adopt Ordinance 29-11.

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

F.1.1 It was then moved by Alderperson Ruffalo, seconded by Alderperson Juliana to amend section J.3. by adding section o with the following paragraph: “*Server shall be within sight and sound of licensed operator*”.

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

On roll call vote, motion to adopt as amended carried 15-1 (with Alderperson Kennedy voting nay) and said ordinance was thereupon adopted as follows:

ORDINANCE NO. 29-11

BY: ALDERPERSON THEODORE RUFFALO

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

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WAY

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows: Section One: To repeal and recreate Section 10.076 in its entirety as Section 10.077 of the Code of General Ordinances for the City of Kenosha, Wisconsin, as follows: 10.077 UNOBSTRUCTED VIEW OF INTERIOR PREMISES "Class B" and/or Class "B" License Holders shall, during closing hours, keep glass windows and doors clean and unobstructed so as to permit a view of the interior of the licensed premises from outside of the licensed premises. License Holders whose premises are without a glass window or door shall install one (1) glass window of at least one (1) square foot in size prior to May 1, 1985. Section Two: To create Section 10.076 of the Code of General Ordinances for the City of Kenosha, Wisconsin, entitled Outdoor Cafe of a "Class B", Class "B" and/or "Class C" Licensed Premises in a Public Right-Of-Way, as follows: 10.076 OUTDOOR CAFE OF A "CLASS B", CLASS "B" AND/OR "CLASS C" LICENSED PREMISES IN A PUBLIC RIGHT-OF-WAY A. Definitions. The following terms and phrases, for purposes of this Ordinance, shall have the meanings provided. 1. "Alcohol Beverages" shall mean intoxicating, liquor, wine and/or fermented malt beverages. 2. "Applicant" shall mean a licensed operation owner who is applying for a new or renewal permit to operate an Outdoor Cafe Area in a public right-of-way. 3. "Cafe Appurtenance(s)" shall mean tables, chairs, planters, barriers, railings, walls, signs, benches, waste receptacles, umbrellas and heaters. 4. "Licensed business" shall mean a business which holds a "Class B", Class "B" and/or "Class C" License. 5. "Outdoor Cafe Area" shall mean a designated area where cafe appurtenance(s) are located on a sidewalk within a public right-of-way and operated as an integral part of an adjacent licensed business for the purpose of outdoor consumption of alcohol beverages. 6. "Pedestrian Path" shall mean a continuous, obstruction-free sidewalk area, between the outside boundary of the Outdoor Cafe Area and any obstruction. Obstructions include, but are not limited to, street trees, landscaping, street lights, benches, fire hydrants, utility boxes, utility poles, bus stops, public art and waste receptacles. 7. "Permanent Improvements" shall mean privately owned improvements and/or personal property attached to the ground by cement footings, bolts or similar attachment device. 8. "Tavern" shall mean any building or room where, as the establishment's primary business, Alcohol Beverages are served or sold to transients or the general public, and where the sale of Alcohol Beverages account for more than fifty (50%) percent of the establishment's gross receipts in the B-1, B-2, B-3 or B-4 Zoning Districts. B. Permission Required. No holder of a Class "B", Class "B" and/or "Class C" License may operate under said license(s) in any outdoor area located within a public right-of-way without first having obtained the permission of the Common Council in accordance with the terms and conditions of this Ordinance. Any expansion or change in ownership of the business adjacent to the Outdoor Cafe Area shall require a new application, fee, review and approval. C. Application. Application for an Outdoor Cafe Area located within a public right-of-way for Cafe of a "Class B", Class "B" and/or "Class C" License shall be made to the City Clerk on forms furnished by the City Clerk 1. The application form shall include: a. Name, address and phone number of Applicant(s). b. Name, address and phone number of adjacent business. c. Whether the Outdoor Dining Area is the subject of Permanent Improvements. d. Nature of business. e. Maximum number of tables and chairs. f. Zoning District. g. Indemnity and Hold Harmless Agreement indicating the Applicant(s), in consideration of having received an Outdoor Cafe Area Permit, agrees to indemnify and hold harmless the City of Kenosha, Wisconsin, and its officers, employees and agents against any and all losses, claims, damages, costs, expenses, judgments, awards, attorney fees, or settlements which they may incur as a result of the use of the public right-of-way for an Outdoor Cafe Area. 2. Additionally, the following items shall also be required to be submitted with the application: a. An Operational Plan, including: hours, days and months of operation; planned capacity of Outdoor Cafe Area; and, a lighting and signage plan. b. A scaled Site Plan indicating: the location and boundary of the proposed Outdoor Cafe Area; the dimension of the remaining width of the sidewalk outside the Outdoor Cafe Area; the dimension from the Outdoor Cafe Area to the curb or property line and all buildings; and, the location of awnings, and Cafe Appurtenances within the Outdoor Cafe Area. The plans shall also indicate: existing property lines; associated building(s) and entrance(s); adjacent building(s) and entrance(s); extent of sidewalk adjacent to business(es), face of curb, location of fire hydrants, bus shelters and/or stops, trees, planters, utility poles, signs, benches, light poles, waste receptacles, driveways, alleys, vaults and any other obstructions within the public right-of-way at proposed

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location of Outdoor Cafe Area and for an additional twenty (20') feet extending therefrom. c. Photograph(s), a minimum of four (4") by six (6") inches, showing the entire sidewalk, with building facade proposed for the Outdoor Cafe Area. d. Certificate of Liability Insurance, with Contractual Liability Endorsement, showing insurance in force and effect in the minimum amount of One Million (\$1,000,000.00) Dollar single limits, providing coverage for claims involving death, personal injury and property damage. The City of Kenosha shall be a named additional insured under the terms of this policy. e. Where an Outdoor Cafe Area extends beyond the frontage of the Applicant's business, a written statement signed by the owner(s) and tenant(s) of an adjacent business fronting the street approving the placement of the Outdoor Cafe Area in front of their business. f. Where permanent improvements are proposed, their specifications shall be attached. g. A detailed description of all cafe appurtenance(s) to be located within the Outdoor Cafe Area, identifying the materials with which they are constructed together with photographs. They shall be of such construction and quality such that they are consistent with the business/neighborhood district. D. Review and Approval. The City Clerk/Treasurer shall send the application to the Department of City Development, who shall forward a copy of the application to appropriate departments for review and written comment. Following the review period, the Department of City Development shall send a copy of the application and comments from City departments to the City Clerk/Treasurer to be forwarded to the Committee on Licenses/Permits for a recommendation to the Common Council. The Common Council shall grant or deny the application. The permit may be subject to reasonable terms and conditions. Upon initial application and renewal of an Outdoor Cafe Area Permit, an Applicant shall not have their application approved when the Applicant's business has accumulated fifty (50) or more demerit points under Section 10.063 D. of the Code of General Ordinances. E. Fee. The fee for an Outdoor Cafe Area Permit shall be paid to the City Clerk/Treasurer at the time of application submission. There shall be an initial review fee for an Outdoor Cafe of a "Class B", Class "B" or "Class C" License of One Hundred Fifty (\$150.00) Dollars. The initial review fee shall not be prorated. In addition, there shall be an annual renewal permit fee of One Hundred Fifty (\$150.00) Dollars for the permit term. Requests for renewals shall be made before the expiration of the existing permit. Expired Outdoor Cafe Area Permits are not subject to renewal. F. Term. The permit term shall be from July 1 through June 30. G. Transfer/Assignment. Permits shall not be transferable or assignable. H. Renewal Application. The Applicant shall, on an annual basis, file a City authorized renewal application with the City Clerk/Treasurer prior to the term expiration. The following items shall be filed with the renewal form: 1. The annual renewal fee. 2. A valid Certificate of Liability Insurance. 3. Where an Outdoor Cafe Area extends beyond the frontage of the Applicant's business, an updated written statement signed by the owner(s) and tenant(s) of an adjacent business fronting the street approving the continued placement of the Outdoor Cafe Area in front of their business. Permits recommended for renewal shall be renewed by the City Clerk/Treasurer, upon satisfactory submittal of all required items. I. Renewal, Nonrenewal, Revocation or Suspension. The City Clerk/Treasurer shall verify the number of demerit points the Applicant's business has accumulated under Section 10.063 D. of the Code of General Ordinances at the time of renewal. Businesses that have accumulated fifty (50) or more demerit points at the time of renewal shall be subject to suspension or revocation of an Outdoor Cafe Area Permit. Recommendation for nonrenewal, revocation or suspension shall be forwarded to the Committee on Licenses/Permits for action, at any time, following a hearing. The determination of the Committee may be appealed to the Common Council by filing a notice of appeal with the City Clerk/Treasurer within ten (10) days of the date of the hearing determination. J. Conditions of Issuance of Permit. 1. Design Regulations. a. A clear, continuous Pedestrian Path, parallel to the curb or adjacent property line, and not less than four (4') feet in width, shall be required for pedestrian circulation outside of the Outdoor Cafe Area, except where a reduction is permitted under Section M. In areas of heavy pedestrian traffic, a width greater than four (4') feet may be required. b. All Cafe Appurtenances located in an Outdoor Cafe Area shall not be permanently attached to any sidewalk, curb, building, tree, post, public bench, waste receptacle or any other fixture within the public right-of-way. Cafe Appurtenances may be permanently attached when approved as a Permanent Improvement in the Outdoor Cafe Area. c. Fixed or retractable awnings in compliance with Section 15.06 F. of the Zoning Ordinance are permitted over Outdoor Cafe Areas. d. All cafe appurtenances located in an Outdoor Cafe Area must be approved by the Committee on Licenses/Permits prior to use. 2. Location

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Regulations. a. Locations of Outdoor Cafe Areas shall be limited to areas where the sidewalk pavement width within the public right-of-way is at least ten (10') feet from the face of the curb to the building or property line, except where a reduction is permitted under Section M. A sidewalk partially located upon private property adjacent to the public right-of-way, may be counted toward the minimum ten (10') foot sidewalk width provided the required Pedestrian Path shall be entirely located within the public right-of-way. b. An Outdoor Cafe Area may be located directly adjacent to and abutting the associated tavern, and/or located where it abuts the curb and is at least two (2') feet from the face of the curb. Outdoor Cafe Areas located adjacent to an approved loading zone shall not be required to be located two (2') feet from the face of the curb. In no case shall the Pedestrian Path be reduced to less than a minimum width of four (4') feet, except where a reduction is permitted under Section M. c. The Outdoor Cafe Area may not include within its boundaries bus stops, fire hydrants or other facilities deemed necessary for public safety. d. An Outdoor Cafe Area shall be located at least five (5') feet from fire hydrants, driveways, alleys, bus shelters and/or stops. In no case shall Cafe Appurtenances greater than three (3') feet in height be located within the fifteen (15') foot vision clearance triangle required under Section 2.06 of the Zoning Ordinance for the City of Kenosha, Wisconsin. 3. Operational Regulations. a. All persons occupying the Outdoor Cafe Area shall be required to be seated when consuming food and/or beverages. b. An Outdoor Cafe Area shall be an accessory use located adjacent to a licensed business and may extend in front of an adjacent business as permitted under Section C.2.a. c. All Cafe Appurtenances shall be movable, unless approved as a Permanent Improvement, and arranged to adequately accommodate persons with disabilities. Cafe Appurtenances shall not impede building ingress and egress or encroach into the Pedestrian Path at any time. A clear area shall be maintained from all building entrances located adjacent to an Outdoor Cafe Area to the Pedestrian Path. The clear area shall have a minimum width of three (3') feet or a width equal to the width of the entrance, whichever is greater. Cafe Appurtenances shall be permitted to remain within the Outdoor Cafe Area at the close of business each day, unless determined to be a public safety hazard. d. Umbrellas shall have a vertical clearance of at least seven (7') feet, and be adequately secured and anchored with a heavy ballast holder to prevent displacement by the wind. e. Outdoor Cafe Areas shall provide adequate lighting in and around the designated area(s) at all times. Lighting fixtures shall be limited to fixtures attached to the building facade or upon private property. Battery operated lamps or candles placed on tables are permitted. Lighting shall not be a public or private nuisance. f. Portable propane heaters are permitted within the Outdoor Cafe Area provided they are a minimum of eighty (80') inches in height and located at least five (5') feet from a building. g. Electrical and propane infrared heaters, or similar heating devices approved for outdoor use, are permitted to be attached to building facades and shall be installed according to the manufacturers specifications and appropriate Building, Electrical and Mechanical Codes. h. All food and drink preparation shall be performed in the affiliated business. No food or drink preparation or storage shall be permitted within the Outdoor Cafe Area. i. Any Outdoor Cafe Area permitted pursuant to this Section shall be closed for business during the hours of 10:00 P.M. To 8:00 A.M. If the property on which a licensed premises is situated is zoned B-2, B-3 or B-4 and does not abut a property zoned RR-1, RR-2, RS-1, RS-2, RS-3, RD, RG-1, RG-2, RM-1, RM-2, or IP, the Common Council may, upon written application by the Licensee, limit the closing hours to 12:00 Midnight to 8:00 A.M. If the property on which a licensed premises is situated is zoned B-2, B-3 or B-4 and does not abut a property zoned RR-1, RR-2, RS-1, RS-2, RS-3, RD, AG-1, RG-2, RM-1, RM-2, or IP, and the Licensee in the previous licensing term had its outdoor hours extended pursuant to the preceding paragraph, the Common Council may, upon written application by the Licensee, limit the closing hours to 1:30 A.M. To 8:00 A.M. j. Outdoor Consumption in Outdoor Cafe Areas shall be limited to the designated area(s) identified on the approved application. k. The sidewalk area within and immediately surrounding the designated Outdoor Cafe Area shall be maintained in a clean, sanitary, neat and orderly appearance at all times. Litter shall be removed by the permit holder on a periodic basis during the day and at the close of business each day. l. Outdoor Cafe Areas and Cafe Appurtenances shall be permitted to occupy sidewalks within the public right-of-way throughout the year; provided, however, snow and ice removal shall be the obligation and at the expense of the permit holder. m. The approval of an Outdoor Cafe Area shall not be construed or deemed to create a vested interest in the public right-of-way. The permit holder shall remove or modify an Outdoor Cafe Area at their own expense

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whenever the City determines it necessary or desirable to modify the width of the street and/or public sidewalk. n. Outdoor Cafe Areas shall be equipped with receptacles for cigarette waste. Cigarette waste shall be removed by the permit holder on a periodic basis during the day and at the close of business each day. o. Server shall be within sight and sound of licensed operator. K. Violations. Violations of this Ordinance shall subject the Licensee to any combination of the following: 1. A penalty pursuant to Section 10.076 O. 2. Written orders related to the scope and use of the Outdoor Cafe Area. Unless otherwise stated, orders are permanent, unless rescinded. 3. Imposition of demerit tracking points pursuant to Section 10.063. 4. Upon notice and after hearing before the Committee on Licenses/Permits, the Common Council may revoke the outdoor Cafe granted herein pursuant to Section 10.063 I. However, all Outdoor Appurtenances may be removed without prior notice or opportunity to be heard where it constitutes an immediate danger to the public health, safety or welfare, where it is not in conformance with representations made in the application, where the Certificate of Insurance was not provided or has expired, or where placed within any public right-of-way without a permit, contrary to the provisions of this Ordinance. In such cases, an opportunity for a post-removal hearing shall be provided following the foregoing provisions for an appeal. L. Enforcement. The enforcement of this Ordinance shall be under the jurisdiction of the Department of Neighborhood Services and Inspections and Kenosha Police Department, who shall have the power to inspect Outdoor Dining Areas to determine compliance with this Ordinance. The Department of Neighborhood Services and Inspections shall be primarily responsible for enforcement during regular City Hall working hours. The Kenosha Police Department shall be primarily responsible for enforcement of this Ordinance during all other hours. Violations that are enforced by the Police Department shall be communicated to the Department of Neighborhood Services and Inspections. Compliance with this Ordinance shall be obtained through written orders to the applicant, issued by the Department of Neighborhood Services and Inspections. Except in emergency situations, a minimum of ten (10) days shall be provided for compliance. Orders which are not timely complied with shall be subject to a suspension or revocation of an Outdoor Cafe Area Permit and/or a financial penalty, as specified in this Ordinance. M. Special Exceptions. With respect to the following items, the Department of City Development shall have the discretion to recommend approval of alternative standards to the Committee on Licenses/Permits. The exceptions shall not present any hazard or danger to the public safety, health or welfare, and shall also meet the standards listed under each item. 1. Pedestrian Paths. The Pedestrian Path, as referenced in Section J.1.a., may be reduced in width, provided the reduction meets the following standards: a. The Pedestrian Path shall not be reduced to less than three (3') feet in width. b. The location of the Outdoor Cafe Area is not located adjacent to a major street. c. Pedestrian traffic is minimal in the location of the proposed Outdoor Cafe Area. d. The Outdoor Cafe Area is enclosed by a barrier, as specified in Section J.1.e., to separate the cafe area from the required Pedestrian Path. 2. Sidewalk Width Requirement. The required sidewalk width, as referenced in Section J.2.a., maybe reduced to less than ten (10') feet, provided the reduction meets the following standards: a. The sidewalk shall not be reduced to less than eight (8') feet in width. b. The location of the Outdoor Cafe Area is not located adjacent to a major street. c. The strict application of the required sidewalk width would result in denial of the application. 3. Paving of Lawn Park Areas. Paving of the lawn park area may be permitted when it meets the following standards: a. The paving has been approved by the Committee on Public Works. b. The paved lawn park area is conditioned upon removal and restoration of the lawn park area to prior conditions upon discontinuance of the Outdoor Cafe Area. N. Other Codes. Permits issued hereunder are conditioned upon compliance with the Building, Health, Fire and Zoning Codes, and inspections, licenses, approvals and permits thereunder, which may be applicable. O. Penalty. Any person, party, firm or corporation who violates any provision of this Ordinance shall, upon conviction, forfeit not more than Five Hundred (\$500.00) Dollars, plus the cost of prosecution. Each day of violation shall be deemed a separate offense. A person may be incarcerated in the County Jail for not more than ninety (90) days for the nonpayment of their forfeiture. Section Three: This Ordinance shall become effective upon passage and publication.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

MICHAEL K. HIGGINS, CITY CLERK/TREASURER

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F.2. It was moved by Alderperson Nudo, seconded by Alderperson Prozanski, to adopt Ordinance 30-11.

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

On roll call vote, motion carried 15-1 (with Alderperson Kennedy voting nay) and said ordinance was thereupon adopted as follows:

ORDINANCE NO. 30-11

**BY: ALDERPERSON ANTHONY NUDO, ALDERPERSON LAWRENCE F. GREEN,
ALDERPERSON MICHAEL J. ORTH & ALDERPERSON THEODORE A. RUFFALO
TO REPEAL AND RECREATE SUBSECTION 11.023 OF THE CODE OF GENERAL
ORDINANCES REGARDING THE PLACING OF HARASSING CALLS OR INTENTIONALLY
EMULATE THE CALLER IDENTIFICATION OF ANOTHER**

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows: Section One: Subsection 11.023 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows: 11.023 ELECTRONIC COMMUNICATION A. Definitions for purposes of this section: 1. "Caller Identification Information" means a telephone number or a personal or business name associated with a telephone utility account. 2. "Electronic Communication" shall mean the transmission of sound, images, data or messages which includes, but is not limited to, email, text messaging, instant messaging and social networking websites by means of an Electronic Communication device. 3. "Electronic Communication Device" shall mean a device capable of transmitting and/or receiving Electronic Communication. 4. "Emulate Caller Identification" means to cause the recipient of an electronic communication to receive Caller Identification Information that is incorrect. B. It shall be unlawful for any person to do any of the following by means of electronic communication originating within or received within the limits of the City: 1. Make any unwelcome request, suggestion or proposal which is obscene, lewd, lascivious, filthy or indecent. 2. Make contact on one or more occasions, whether or not conversation or dialogue ensues, with the intent to abuse, threaten, or harass any person. 3. Intentionally Emulate Caller Identification information. C. It shall be unlawful for any person, party, firm or corporation to knowingly permit any Electronic Communications Device under their control to be used in a manner prohibited by this Ordinance. D. It shall be unlawful to act in conspiracy or conceit with another to do any acts contrary to this Ordinance. Section Two: This Ordinance shall become effective upon passage and publication.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

MICHAEL K. HIGGINS, CITY CLERK/TREASURER

F.3. It was moved by Alderperson Nudo, seconded by Alderperson Green, to DEFER the following Ordinance for sixty (60) days: By Alderperson Anthony Nudo, Michael J. Orth, and Steve Bostrom - To Renumber Section 4.08 Regarding Penalties as Section 4.09 and to Create section 4.08 (*of the Code of General Ordinances*) Regarding Disclosure of Health Care Costs.

On a voice vote, motion carried.

G. ZONING ORDINANCES 2ND READING

G.1. It was moved by Alderperson Ohnstad, seconded by Alderperson Green, to adopt Ordinance 31-11.

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

On roll call vote, motion carried 13-3 (with Alderpersons Juliana, Downing, and Bogdala voting nay) and said ordinance was thereupon adopted as follows:

ZONING ORDINANCE NO. 31-11

BY: THE MAYOR

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

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows: Section One: Section 3.031 A.1 of the Zoning Code for the City of Kenosha is hereby repealed and recreated as follows: 3.031 RR-1

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RURAL SINGLE-FAMILY RESIDENTIAL DISTRICT The primary purpose and characteristics of the RR-1 Rural Single Family Residential District is to provide for single family residential development, in a predominately rural setting, at densities not to exceed 1.1 dwelling units per acre. A. Permitted Uses. 1. Community Living Arrangements with a capacity of eight (8) or fewer persons which are in conformance with §62.23 (7)(i), Wisconsin Statutes except that if all of the persons served are disabled or handicapped under the Fair Housing Amendment Act (FHAA) or the Americans with Disabilities Act (ADA) and are living in the adult family home or community-based residential facility because of their disability or handicap, compliance with §62.23 (7)(i), Wisconsin Statutes is not required. Section Two: Section 3.032 A.1 of the Zoning Code for the City of Kenosha is hereby repealed and recreated as follows: 3.032 RR-2 **SUBURBAN SINGLE-FAMILY RESIDENTIAL DISTRICT** The primary purpose and characteristics of the RR-2 Suburban Single family Residential District is to provide for single family residential development in suburban settings at densities not to exceed 2.6 dwelling units per acre served by public sanitary sewage facilities. A. Permitted Uses. 1. Community Living Arrangements with a capacity of eight (8) or fewer persons which are in conformance with §62.23 (7) (i), Wisconsin Statutes except that if all of the persons served are disabled or handicapped under the Fair Housing Amendment Act (FHAA) or the Americans with Disabilities Act (ADA) and are living in the adult family home or community-based residential facility because of their disability or handicap, compliance with §62.23 (7)(i), Wisconsin Statutes is not required. Section Three: Section 3.033 A.3 of the Zoning Code for the City of Kenosha is hereby repealed and recreated as follows: 3.033 RR-3 **URBAN SINGLE-FAMILY RESIDENTIAL DISTRICT**. The primary purpose and characteristics of the RR-3 Urban Single Family Residential District are intended to provide for single family residential development, at densities not to exceed 4.4 dwelling units per acre. A. Permitted Uses. 3. Community Living Arrangements with a capacity for eight (8) or fewer persons which are in conformance with §62.23 (7)(i), Wisconsin Statutes except that if all of the persons served are disabled or handicapped under the Fair Housing Amendment Act (FHAA) or the Americans with Disabilities Act (ADA) and are living in the adult family home or community-based residential facility because of their disability or handicap, compliance with §62.23 (7)(i), Wisconsin Statutes is not required. Section Four: Section 3.04 A.3 of the Zoning Code for the City of Kenosha is hereby repealed and recreated as follows: 3.04 RS-1 **SINGLE-FAMILY RESIDENTIAL DISTRICT** The primary purpose and characteristics of the Rs-1 Single Family Residential District are intended to provide for single family residential development, at densities not to exceed 5.5 dwelling units per acre. A. Permitted Uses 3. Community Living Arrangements with a capacity for eight (8) or fewer persons which are in conformance with §62.23 (7)(i), Wisconsin Statutes except that if all of the persons served are disabled or handicapped under the Fair Housing Amendment Act (FHAA) or the Americans with Disabilities Act (ADA) and are living in the adult family home or community-based residential facility because of their disability or handicap, compliance with §62.23 (7)(i), Wisconsin Statutes is not required. Section Five: Section 3.05 A.2 of the Zoning Code for the City of Kenosha is hereby repealed and recreated as follows: 3.05 RS-2 **SINGLE-FAMILY RESIDENTIAL DISTRICT** The primary purpose and characteristics of the Rs-2 Single-Family Residential District are intended to provide for single family residential development, at densities not to exceed 6.2 dwelling units per acre. A. Permitted Uses. 2. Community Living Arrangements with a capacity for eight (8) or fewer persons which are in conformance with §62.23 (7)(i), Wisconsin Statutes except that if all of the persons served are disabled or handicapped under the Fair Housing Amendment Act (FHAA) or the Americans with Disabilities Act (ADA) and are living in the adult family home or community-based residential facility because of their disability or handicap, compliance with §62.23 (7)(i), Wisconsin Statutes is not required. Section Six: Section 3.06 A.2 of the Zoning Code for the City of Kenosha is hereby repealed and recreated as follows: 3.06 RS-3 **SINGLE-FAMILY RESIDENTIAL DISTRICT** The primary purpose and characteristics of the RS-3 Single Family Residential District are intended to provide for single family residential development. The district is intended to incorporate existing and new single family neighborhoods which are characterized by smaller lots located generally in the central area of the City. Land may only be rezoned to the RS-3 District in accordance with Section 3.03. A. Permitted Uses. 2. Community Living Arrangements with a capacity for eight (8) or fewer persons which are in conformance with §62.23 (7)(i), Wisconsin Statutes except that if all of the persons served are disabled or handicapped under the Fair

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Housing Amendment Act (FHAA) or the Americans with Disabilities Act (ADA) and are living in the adult family home or community-based residential facility because of their disability or handicap, compliance with §62.23 (7)(i), Wisconsin Statutes is not required. Section Seven: Section 3.07 A.3 of the Zoning Code for the City of Kenosha is hereby repealed and recreated as follows: 3.07 RD TWO-FAMILY RESIDENTIAL DISTRICT The primary purpose and characteristics of the Rd Two-Family Residential District are intended to provide for two-family residential development. A. Permitted Uses. 3. Community Living Arrangements with a capacity for eight (8) or fewer persons which are in conformance with §62.23 (7)(i), Wisconsin Statutes except that if all of the persons served are disabled or handicapped under the Fair Housing Amendment Act (FHAA) or the Americans with Disabilities Act (ADA) and are living in the adult family home or community-based residential facility because of their disability or handicap, compliance with §62.23 (7)(i), Wisconsin Statutes is not required. Section Eight: Section 3.08 A.3 of the Zoning Code for the City of Kenosha is hereby repealed and recreated as follows: 3.08 RG-1 GENERAL RESIDENTIAL DISTRICT The primary purpose and characteristics of the RG-1 General Residential District are intended to provide for single and two-family residential development. This district is intended to incorporate existing and new single and two-family neighborhoods, which are characterized by smaller lots located generally in the central area of the City. Land may only be rezoned to the RR-1 District in accordance with Section 3.03. A. Permitted Uses. 3. Community Living Arrangements with a capacity for eight (8) or fewer persons which are in conformance with §62.23 (7)(i), Wisconsin Statutes except that if all of the persons served are disabled or handicapped under the Fair Housing Amendment Act (FHAA) or the Americans with Disabilities Act (ADA) and are living in the adult family home or community-based residential facility because of their disability or handicap, compliance with §62.23 (7)(i), Wisconsin Statutes is not required. Section Nine: Section 3.24 A.3 of the Zoning Code for the City of Kenosha is hereby repealed and recreated as follows: 3.24 A-1 GENERAL AGRICULTURAL DISTRICT The primary purpose and characteristics of the A-1 General Agricultural District is to maintain, preserve, and enhance agricultural lands historically utilized for crop production and which are generally best suited for smaller farm units, including truck farming, horse farming, hobby farming, orchards, and other similar agricultural related farming activity. This District is also intended to provide areas for activities normally associated with rural surroundings, such as rural estate and other existing residential development such as existing residential development abutting town and county roads along which further development may occur as essential services become available. A. Permitted Uses: 3. Community Living Arrangements with a capacity of eight (8) or fewer persons and which are in conformance with §62.23 (7) (i), Wisconsin Statutes except that if all of the persons served are disabled or handicapped under the Fair Housing Amendment Act (FHAA) or the Americans with Disabilities Act (ADA) and are living in the adult family home or community-based residential facility because of their disability or handicap, compliance with §62.23 (7)(i), Wisconsin Statutes is not required. Section Ten: Section 3.31 A.3 of the Zoning Code for the City of Kenosha is hereby repealed and recreated as follows: 3.31 TRD-1 TRADITIONAL SINGLE AND TWO FAMILY RESIDENTIAL DISTRICT The primary purpose and characteristics of the TRD-1 Traditional Single Family and Two Family Residential District is to provide for residential development at densities not to exceed six (6) dwelling units per acre. This District is further intended to provide for a traditional residential community encompassing no less than five (5) acres of land or at least one (1) entire block with housing types that are designed to establish and/or reinforce the street with building entrances primarily addressing the street and creating an environment that promotes pedestrian activity and interest on the street. The principal buildings are typically situated on narrower lots with shorter setbacks to the front and side yards, which still allow for porches, fences and small lawns. The parking is generally located at or behind the front facade of the principal building. A. Permitted Uses. 3. Community Living Arrangements with a capacity for eight (8) or fewer persons which are in conformance with Section 62.23(7)(i), Wisconsin Statutes, including Assisted Living Facilities except that if all of the persons served are disabled or handicapped under the Fair Housing Amendment Act (FHAA) or the Americans with Disabilities Act (ADA) and are living in the adult family home or community-based residential facility because of their disability or handicap, compliance with §62.23 (7)(i), Wisconsin Statutes is not required. Section Eleven: This Ordinance shall become effective upon passage and publication.

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Keith G. Bosman, Mayor

Michael K. Higgins, City Clerk

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

MICHAEL K. HIGGINS, CITY CLERK/TREASURER

H. RESOLUTIONS

H.1. It was moved by Alderperson Ruffalo, seconded by Alderperson Michalski, to adopt Resolution 48-11.

A hearing was held. No one appeared. On roll call vote, motion carried unanimously and said resolution was thereupon adopted as follows:

RESOLUTION NO. 48-11

BY: FINANCE COMMITTEE

To Specially Assess Certain Parcels of Property for Building & Zoning Reinspection Fees

BE IT RESOLVED, that special assessments for reinspection fees (account #110-00-44806) during 2011, in the total amount of \$13,674.00, be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha. Passed this 2nd day of May, 2011.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

MICHAEL K. HIGGINS, CITY CLERK/TREASURER

H.2. It was moved by Alderperson Michalski, seconded by Alderperson Ohnstad, to adopt Resolution 49-11. A hearing was held. No one appeared. On roll call vote, motion carried 15-1 (with Alderperson Misner voting nay) and said resolution was thereupon adopted as follows:

RESOLUTION NO. 49-11

BY: COMMITTEE ON PUBLIC WORKS

**TO ORDER THE COST OF PUBLIC SIDEWALK AND/OR DRIVEWAY APPROACH
CONSTRUCTION AND/OR REPLACEMENT TO BE SPECIALLY ASSESSED TO ABUTTING
PROPERTY**

WHEREAS, on the 2nd day of May, 2011, the Common Council of the City of Kenosha, Wisconsin, held a properly noticed Public Hearing and heard all persons wishing to be heard regarding public sidewalk and/or driveway approach construction, and/or replacement, at the cost of owners of parcels of property listed in a report on file in the Office of the Department of Public Works for the City of Kenosha, Wisconsin, which abut the following Streets: Citywide Locations NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that pursuant to the authority of Section 5.05 of the Code of General Ordinances, and Section 66.0627, Wisconsin Statutes: 1. The owner of each parcel described on file may have the sidewalk and driveway approach abutting said parcel constructed, repaired or replaced ("Work") on or before the 9th day of May, 2011, upon obtaining a proper permit under Chapter 5 of the Code of General Ordinances. 2. If the owner fails to complete such Work within the time specified, the Common Council shall cause the Work to be done at the expense of the property owner by contract let to the lowest responsible bidder, and the Work will be paid for by assessing the cost of the Work to the benefited property. Invoices for said Work will be sent out on or about the 1st of November. If the cost of Work is under One Hundred (\$100.00) Dollars, it shall be paid in its entirety within thirty (30) days of receipt of invoice. If the cost of Work is over One Hundred (\$100.00) Dollars, it may be paid in its entirety within thirty (30) days of receipt of invoice, and if not so paid, placed on the tax roll for a period of three (3) years at an interest rate of seven and one-half (7.5%) per annum. If not paid within the period fixed, such a delinquent special charge shall become a lien as provided in Section 66.0703(13), Wisconsin Statutes, as of the date of such delinquency, and shall automatically be extended upon the current or next tax roll as a delinquent tax against the property and all proceedings in relation to the collection, return and sale of property for delinquent real estate taxes shall apply to such special charge. 3. The Director of Public Works shall serve a copy of this Resolution on each property owner by publishing the same in the official newspaper, together with a mailing by first class mail to the owner, if their post office address is known or

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Keith G. Bosman, Mayor

Michael K. Higgins, City Clerk

can be ascertained with reasonable diligence.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

MICHAEL K. HIGGINS, CITY CLERK/TREASURER

H.3. It was moved by Alderperson Michalski, seconded by Alderperson Green, to adopt Resolution 50-11. A hearing was held. No one appeared. On roll call vote, motion carried unanimously and said resolution was thereupon adopted as follows:

RESOLUTION NO. 50-11

BY: THE BOARD OF WATER COMMISSIONERS

INITIAL RESOLUTION DECLARING INTENT TO LEVY ASSESSMENTS FOR WATER MAIN

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

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

MICHAEL K. HIGGINS, CITY CLERK/TREASURER

H.4. It was moved by Alderperson Bogdala, seconded by Alderperson Green, to adopt Resolution 51-11 as amended by Finance Committee (*and the Common Council President or designee*).

H.4.1 It was moved by Alderperson Kennedy, seconded by Alderperson Michalski, to hold a public hearing. On a voice vote, motion carried 15-1 (with Alderperson Misner voting nay). A hearing was held. Dayvin Hallmon, Kenosha County Board Supervisor District 7, spoke in favor.

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

RESOLUTION NO. 51-11

BY: ALDERPERSON DAVID F. BOGDALA

ALDERPERSON RAY MISNER

TO CREATE A SPECIAL LEADERSHIP COMMITTEE THAT WILL ESTABLISH WARDS AND ALDERMANIC DISTRICTS WITH REGARD TO THE REDISTRICTING PROCESS OF 2011

WHEREAS, as a result of the federal 22nd Decennial Census that occurred in 2010, the County of Kenosha and the City of Kenosha have a statutory obligation pursuant to Wisconsin Statutes §§ 5.15, 59.10, and 62.08 to undergo redistricting processes for County Supervisory districts, City wards, and City Aldermanic districts; and, WHEREAS, the statutory processes requires that local redistricting follow a 3-step process comprising for local municipalities the steps of: 1. The Kenosha County Board will adopt and provide to the

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municipalities within Kenosha County, including the City of Kenosha, a tentative county supervisory district plan; and, 2. The City will adopt by ordinance or resolution ward districts which City ordinance or resolution the City will report to the County Board; and, 3. The County Board will adopt final supervisory districts encompassing whole municipal wards while the Common Council will, through a process conducted independently from that occurring at the County level, adopt final aldermanic districts; and, WHEREAS, the County of Kenosha has commenced its process to create a tentative county supervisory plan which will be submitted to the City of Kenosha no later than July 1, 2011. NOW, THEREFORE, BE IT RESOLVED that pursuant to paragraph 1.03C.5 of the Code of General Ordinances for the City of Kenosha, the Common Council for the City of Kenosha hereby establishes a special committee to be entitled the "Special Leadership Committee" that will conduct public hearings and recommend to the Common Council the boundaries of wards and aldermanic districts in a manner to comply with the City's statutory obligations with regard to the redistricting process. BE IT FURTHER RESOLVED, that the Special Leadership Committee will consist of the Chairs of the Common Council Committees of Finance, Public Works, Public Safety and Welfare, Licensing/Permits, and Stormwater Utility, the Chair of the Parks Commission, and the Common Council President or designee. BE IT FURTHER RESOLVED, that the Special Leadership Committee will continue in existence only until an ordinance has been adopted to place the City of Kenosha in compliance with its statutory obligations for the City for redistricting as a result of the 22nd Decennial Census conducted by the federal government in 2010.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

MICHAEL K. HIGGINS, CITY CLERK/TREASURER

H.5. It was moved by Alderperson Bogdala, seconded by Alderperson Green, to adopt Resolution 52-11 as amended by Finance Committee.

(WHEREAS, during the 2010 Community Development Block Grant hearings, members looked for ways to combine resources, eliminate redundancies, and leverage funds through a more comprehensive plan by soliciting feedback from the Redevelopment Authority, Kenosha Housing Authority, HOME Program Commission, and Kenosha County; and, WHEREAS, on February 7, 2011, Ordinance No. 7-11, "To Repeal and Recreate Section 1.06 U. of the Code of General Ordinances Entitled Home Program Commission to Reconstitute the Composition Thereof" was adopted by a vote of 11-2 in an effort to combine resources, strengthen partnerships, and bring increased accountability to local government)

H.5.1 It was moved by Alderperson Kennedy, seconded by Alderperson Michalski, to hold a public hearing. A hearing was held. Bob Johnson, Vice Chairman of Redevelopment Authority, spoke in favor.

H.5.2 It was moved by Alderperson Kennedy, seconded by Alderperson Juliana, to defer for thirty (30) days. On roll call vote, motion failed 7-9 (with Alderpersons Haugaard, Michalski, LaMacchia, Ohnstad, Juliana, Kennedy and Dowling voting aye)

H.5.3 The motion was made to call the question. On roll call vote, motion carried 11-5 (with Alderpersons Michalski, LaMacchia, Ohnstad, Juliana, and Kennedy voting nay).

H.5.4 The motion is to approve the amendment. On a voice vote, the result was unclear. On roll call vote, motion carried 10-6 (with Alderpersons Haugaard, Michalski, LaMacchia, Ohnstad, Juliana, and Kennedy voting nay) to approve as amended and said resolution was thereupon adopted as follows:

RESOLUTION NO. 52-11

**BY: ALDERPERSON DAVID F. BOGDALA
ALDERPERSON ANTHONY NUDO
ALDERPERSON LAWRENCE GREEN
ALDERPERSON THEODORE RUFFALO**

TO AMEND THE CITY OF KENOSHA CAPITAL IMPROVEMENT PROGRAM FOR 2010 BY DECREASING LINE RA95-001, "GENERAL ACQUISITION" IN THE AMOUNT OF \$113,938.42 AND TRANSFERRING SUCH AUTHORIZATION TO THE KENOSHA COMMON COUNCIL AND DECREASING LINES RA95-001 FOR 2011 THROUGH 2015 IN THE AMOUNTS OF \$225,000.00 FOR EACH YEAR FOR A NET REDUCTION OF \$1,125,000.00 AND TO REQUEST

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

RETURN OF FUNDS FROM THE REDEVELOPMENT AUTHORITY

WHEREAS, the Redevelopment Authority for the City of Kenosha (“Redevelopment Authority”) was created in 1981 and operates pursuant to § 66.1333 Wis. Stats; and, WHEREAS, the Redevelopment Authority has funds to acquire and maintain real property, said maintenance to include incidental costs, which incidental costs include, but are not limited to, property maintenance and utility expenses for property currently owned by the Redevelopment Authority; and, WHEREAS, the principal source of funding for the Redevelopment Authority has been grants from the City of Kenosha acquired by the City of Kenosha through issuance of bonds; and, WHEREAS, the appreciable secondary sources for funding of the Redevelopment Authority has been returns on investments made by the Redevelopment Authority from the grants provided by the City of Kenosha; and, WHEREAS, the Redevelopment Authority has assets which potentially include unexpended money from the City of Kenosha, accounts receivable due as return on investment of grant money expended, and funds received from sale of real property owned by the Redevelopment Authority; and, WHEREAS, the City of Kenosha has bonded for money previously allocated and authorized in the 2010 Capital Improvement Plan for Redevelopment Authority purposes, but which bonded money in the amount of \$113,938.42 has not yet been encumbered by action of the Redevelopment Authority; and WHEREAS, the City of Kenosha has included in the 2011 through 2015 program years of the Capital Improvement Plan the amounts of \$225,000.00 per year for use by the Redevelopment Authority; and, WHEREAS, during the 2010 Community Development Block Grant hearings, members looked for ways to combine resources, eliminate redundancies, and leverage funds through a more comprehensive plan by soliciting feedback from the Redevelopment Authority, Kenosha Housing Authority, HOME Program Commission, and Kenosha County; and, WHEREAS, on February 7, 2011, Ordinance No. 7-11, “To Repeal and Recreate Section 1.06 U. of the Code of General Ordinances Entitled Home Program Commission to Reconstitute the Composition Thereof” was adopted by a vote of 11-2 in an effort to combine resources, strengthen partnerships, and bring increased accountability to local government. NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Kenosha, Wisconsin that for the 2010 Capital Improvement Plan year, the authorization for \$113,938.42 of the \$225,000.00 for Item RA95-001 "General Acquisition" is rescinded and such authorization is transferred to the Kenosha Common Council. BE IT FURTHER RESOLVED, that the Capital Improvement Program be, and hereby is amended as follows:

Program Year	Item	Description	Current Amount	Amended Amount
2011	RA-95-001	General Acquisition	\$225,000.00	\$0.00
2012	RA-95-001	General Acquisition	\$225,000.00	\$0.00
2013	RA-95-001	General Acquisition	\$225,000.00	\$0.00
2014	RA-95-001	General Acquisition	\$225,000.00	\$0.00
2015	RA-95-001	General Acquisition	\$225,000.00	\$0.00

BE IT FURTHER RESOLVED, that the Redevelopment Authority is requested to return all unexpended grant money it has received from the City of Kenosha that it has in any account in the name of, or for the benefit of the Redevelopment Authority at the time of the passage of this Resolution by the Common Council. BE IT FURTHER RESOLVED, that the Redevelopment Authority is requested to return to the City of Kenosha all funds it receives in the future as return on expended money the Redevelopment Authority had received as a grant from the City of Kenosha. BE IT FURTHER RESOLVED, the Common Council requests the Mayor to alter the composition of the Redevelopment Authority in accordance with the direction and strategy put forward during the 2010 CDBG hearings in order to ensure that our acquisition of property is in the best interests of the City of Kenosha and is a collaborative effort between the Redevelopment Authority, Common Council and CDBG/HOME Commission. BE IT FINALLY RESOLVED, that the Finance Director for the City of Kenosha is Authorized to pay incidental costs for property currently owned by the Redevelopment Authority at the time of passage of this Resolution, from monies received or unencumbered by this Resolution.

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

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

MICHAEL K. HIGGINS, CITY CLERK/TREASURER

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

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

I.1. Reappointment of Ron Stevens to the City Plan Commission for a term to expire May 1, 2014.

On roll call vote, motion carried 9-7 (with Alderpersons Ruffolo, Green, Nudo, Bostrom, Misner, Orth and Bogdala voting nay).

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

I.2. Reappointment of the following individuals to the Kenosha Area Tourism Corporation Board of Directors for a term to expire May 1, 2014:

a. Jack Rice

b. Marty Huff

I.3. Appointment of Lynda Bogdala to the Museum Board for a term to expire May 1, 2014.

On a voice vote, motion carried.

J. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

J.1. It was moved by Alderperson Ruffolo, seconded by Alderperson Michalski, to separate action on J.1.a, J.1.b, & J.1.c from J.1.d. On a voice vote, motion carried.

J.1.1 It was moved by Alderperson Green, seconded by Alderperson Michalski, to approve J.1.a thru J.1.c Award of Contracts for Projects:

a. 11-1012 Resurfacing Phase I (32nd Avenue – 60th Street to 55th Street, Taft Rd – Pershing Blvd to 39th Avenue, 88th Place – 47th Avenue to 43rd Avenue, 81st Street – 25th Avenue to 22nd Avenue, 25th Avenue – 32nd Street to 31st Street) to Cicchini Asphalt, LLC, (Kenosha, Wisconsin), in the amount of \$700,000. (Districts 5, 11, 13, 14 & 15)

b. 11-1127 MacWhyte Site Storm Water Detention Basin (14th Avenue & 31st Street) to Cicchini Asphalt, LLC in the amount of \$79,750.00. (District 1)

c. 11-1526 Northside Library Community Room Expansion (1500 27th Avenue) to Absolute Construction Enterprises, (Racine, Wisconsin), in the amount of \$45,000. (District 4)

On roll call vote, motion carried unanimously.

J.1.2 It was moved by Alderperson Green, seconded by Alderperson Michalski, to approve J.1.d.

J.1.3 It was moved by Alderperson Ruffolo, seconded by Alderperson Green, to send back item J.1.d for re-bidding. On roll call vote, motion failed 5-11 (with Alderpersons Ruffolo, Juliana, Green, Misner and Bogdala voting aye).

J.1.4 It was moved by Alderperson Kennedy, seconded by Alderperson Nudo, to approve:

d. 11-1208 Sidewalk & Curb/Gutter Program (Citywide Locations) to A.W. Oakes & Son, (Racine, Wisconsin) in the amount of \$570,000. (All Districts)

On roll call vote, motion carried 13-3 (with Alderpersons Ruffolo,, Misner and Bogdala voting nay).

K. OTHER CONTRACTS AND AGREEMENTS

K.1. License Agreement by and between the City of Kenosha, Wisconsin and KABA Building, LLC (55th Street and 6th Avenue) (District #2) was deferred for two weeks by Finance Committee prior to this meeting.

L. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

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

L.1. Disbursement Record #7 – \$4,969,937.57.

L.2. Change Order for Project 10-1017 39th Avenue Construction (30th Street to 24th Street). (District 5)

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On roll call vote, motion carried unanimously.

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

L.3. 2011 Sidewalk Rates.

On roll call vote, motion carried 12-4 (with Alderpersons Ruffolo, Misner, Prozanski, and Bogdala voting nay).

L.4. Stipulation Regarding Brat Stop, Inc (Kenosha, Wisconsin), Delinquent Personal Property Tax Account No. 20-71631-000 was deferred for two weeks by Finance Committee prior to this meeting.

M. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

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

ADJOURNMENT

There being no further business to come before the Common Council, it was moved by Alderperson Green, seconded by Alderperson LaMacchia, to adjourn at 11:06 p.m.

On a voice vote, motion carried.

Approved:

**KEITH G. BOSMAN
MAYOR**

Attest:

**MICHAEL K. HIGGINS
CITY CLERK/TREASURER**



Memorandum

City Clerk-Treasurer

To:	Common Council
C:	Mayor Keith Bosman, Frank Pacetti-City Administrator, Carol Stancato-Finance Director, Mike Higgins-City Clerk/Treasurer/Assessor, Todd Giese-Supervisor-Finance & Purchasing-Water Utility
From:	Michael K. Higgins, City Clerk/Treasurer
Date:	May 5, 2011
Subject:	Bids for Official City Newspaper 6/1/11 to 5/31/12

The bids for City legal notices were opened on May 3, 2011 at 12:00 Noon in the City Clerk's office.

The following bids were received:

	1 st Insertion	2 nd Insertion	Total	Book Page
Labor Paper	.21	0.07	0.28	42.00
Kenosha News	.75	.59	1.34	52.00

As required by Section 985.06, Wisconsin Statutes (attached), since the Labor Paper was the only bidder, they had the lowest effective bid. Therefore, they have been awarded the contract for our official City newspaper.

The bid from the Labor Paper was the same as last year.

Please do not hesitate to contact me with any questions you may have.

From the desk of...

Michael K. Higgins
 City Clerk-Treasurer
 City of Kenosha
 625-52nd Street
 Kenosha, Wisconsin 53140

262-653-4020
mhiggins@kenosha.org

985.06 Official city newspaper. (1) In 2nd and 3rd class cities, the clerk shall, on or before the 2nd Tuesday of April, advertise in the official city newspaper, or if there is none, in a newspaper published in the city and eligible under s. 985.03, for separate proposals to publish in English the council proceedings and the city's legal notices, respectively, for the ensuing year, inviting bids from all daily and weekly newspapers published in such city which are eligible under s. 985.03, also stating the security required with each bid, which shall be previously fixed by the council, and requiring delivery of the bids in writing, sealed, at the clerk's office by 12 noon of the first Tuesday of May. At that hour, the clerk shall, in the presence of the mayor or an alderperson, open the bids and enter them in a record kept for that purpose. No bid from other than a newspaper legally invited to bid, or for more than the legal rate for like work, shall be of any effect. The paper making the lowest effective bid for the city's legal notices shall be awarded the contract therefor. If 2 or more effective bids are for the same price, and no lower effective bid is filed, the clerk shall transmit such tie bids to the council at its next meeting and the council shall designate the successful bid. If no effective bid is received, the council may direct the clerk to readvertise as before. Each successful bidder shall execute a contract in accordance with the bid and file such bond for its performance as the council requires. No such paper shall receive more or less than the contract price nor any other compensation for the work. The paper securing the contract for the publishing of the city's legal notices shall be the official city newspaper.

(2) In cities of the fourth class, the council, at its first meeting or as soon as may be, shall designate one or more newspapers eligible under s. 985.03 and published in the city, if any, otherwise published in the county and having a general circulation in the city, for publication of the council proceedings and as the official city newspaper for the publication of the city's legal notices for the ensuing year. The council shall fix the price at not to exceed the legal rate for like work.

(3) The publisher, before the claim for the publication is audited, shall file with the clerk proof of publication by affidavit of the printer or foreman, attached to a copy of the matter published, stating the date or dates of publication. Such affidavit shall be conclusive evidence of publication for the purpose of audit.

(4) If for any reason any city is at any time without an official city newspaper, matters required to be published shall be published in a newspaper eligible under s. 985.03, designated by the council, at not more than the legal rate for like work.

History: 1993 a. 184, 491.

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

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
4/29/11	VALID	Robin A Stubbe	11/10/64

Address of Applicant:	Business (where license is to be used):	Business Address:
5912 8th Ave #5		

License Number: N314

Expiration Date: 6/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
08-28-08	DISORDERLY CONDUCT	GUILTY	Y	20

City Attorney Recommendation:

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

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

Operator (Bartender) License Police Record Report
Applicant Information

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
4/26/11	REVOKED	Megan M Blank	8/3/87

Address of Applicant:	Business (where license is to be used):	Business Address:
5415 54th St		

License Number: N304

Expiration Date: 6/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
06-17-06	UNDERAGE LIQUOR VIOLATION (Minor)	GUILTY	Y	N/A
07-17-10	PROHIBITED ALCOHOL CONCENTRATION	GUILTY	Y	20

City Attorney Recommendation:

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

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

Operator (Bartender) License Police Record Report
Applicant Information

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
4/25/11	VALID	Melissa R Katz	4/16/90

Address of Applicant:	Business (where license is to be used):	Business Address:
5109 Harrison Rd		

License Number: N301

Expiration Date: 6/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
05-04-09	LICENSE NOT ON PERSON	GUILTY	Y	20
12-30-09	LICENSE NOT ON PERSON	GUILTY	Y	20

City Attorney Recommendation:

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

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

City Attorney Comments:

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

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
4/28/11	VALID	Deanna M Davis	9/14/83

Address of Applicant:	Business (where license is to be used):	Business Address:
4538 Hansche Rd, Racine, WI 53403	Lou Perrine's	

License Number: N315

Expiration Date: 6/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
07-06-08	FALSE INFORMATION, GIVE	GUILTY	Y	40
08-06-10	DISORDERLY CONDUCT	GUILTY	Y	20

City Attorney Recommendation:

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

X	Grant, Subject to	60	Demerit Points
	DENY, based on material police record (substantially related to the license activity)		
	DENY, false application		
City Attorney Comments:			

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

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
4/26/11	VALID	Roxanne B Hurtado	10/11/89

Address of Applicant:	Business (where license is to be used):	Business Address:
240 56th Ave	Flints Inn	4708 22nd Ave

License Number: N305

Expiration Date: 6/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
09-28-08	UNDERAGE LIQUOR VIOLATION (18)	GUILTY	Y	20
04-25-10	UNDERAGE LIQUOR VIOLATION (20)	GUILTY	Y	20
04-25-10	FALSE INFORMATION, GIVE (20) 1198702	GUILTY	Y	40
04-25-10	LIQUOR, MINOR LOITER IN TAVERN (20)	GUILTY	Y	20 x 2

City Attorney Recommendation:

Offense Demerit Points (above)	120
Were all Offenses Listed on Application?	Y
Total Demerit Points	120

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

Taxi Driver's License Police Record Report
Applicant Information

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
4/19/11	VALID	Dean W Loughead	4/26/67

Address of Applicant:	Business (where license is to be used):	Business Address:
9715 8th Ave, Pl. Prairie, WI 53158		

License Number: N12

Expiration Date: 4/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
12-27-09	SPEEDING INTERMEDIATE	GUILTY	Y	40

City Attorney Recommendation:

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

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

Taxi Driver's License Police Record Report
Applicant Information

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
4/28/11	VALID	Michael A Werwie	6/11/69

Address of Applicant:	Business (where license is to be used):	Business Address:
514 57th St		

License Number: N18

Expiration Date: 4/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
09-09-10	COMPULSORY INSURANCE	GUILTY	N/A	
12-24-10	INATTENTIVE DRIVING	GUILTY	N	20
08/03/10	DISORDERLY CONDUCT 2010 FO 1194	GUILTY	N	25

City Attorney Recommendation:

Offense Demerit Points (above)		45
Were all Offenses Listed on Application?	N	25
Total Demerit Points		70

X	Grant, Subject to	70	Demerit Points
	DENY, based on material police record (substantially related to the license activity)		
	DENY, false application		
City Attorney Comments:			

Taxi Driver's License Police Record Report
Applicant Information

Date of Application:	Driver's License Status;	Name of Applicant:	Date of Birth:
4/26/11	VALID	Stacy N Jackson	1/2/66

Address of Applicant:	Business (where license is to be used):	Business Address:
1704 72nd St		

License Number: N19

Expiration Date: 4/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
04-13-10	IMPROPER PLATES	GUILTY	Y	N/A
03-06-11	MANDATORY SEATBELTS	GUILTY	N/A	10
08-15-08	THEFT-MOVABLE PROPERTY <=\$2500	GUILTY	Y	25
05-20-05	THEFT-MOVABLE PROPERTY > \$5000-\$10,000 <i>FELONY</i>	GUILTY	Y	100

City Attorney Recommendation:

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

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

City Attorney Comments:

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

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
4/26/11	VALID	Bryan C Gonzalez	8/4/86

Address of Applicant:	Business (where license is to be used):	Business Address:
1716 15th St	Keno Cab	5107 28th Ave

License Number: N16

Expiration Date: 4/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
03-30-05	POSSESS W/ INTENT -THC (<=200 GRAMS) FELONY 2005 CF 372	GUILTY	Y	100
12-26-03	BAIL JUMPING-FELONY 2003 CF1344	GUILTY	Y	100
08-13-03	INTENTIONALLY SELL DANGEROUS WEAPON TO CHILD-FELONY. 2003 CF 805	GUILTY	Y	100

City Attorney Recommendation:

Offense Demerit Points (above)	300
Were all Offenses Listed on Application?	
Total Demerit Points	300

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

City Attorney Comments:

RENEWAL - Taxi Driver's License Police Record Report
Applicant Information

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
4/15/11	VALID	Mohammed I Museitif	5/24/67

Address of Applicant:	Business (where license is to be used):	Business Address:
3705 11th Ave	M&M Choice Taxi	3122 14th Ave

License Number: R09

Expiration Date: 4/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
07-08-10	DRIVING OVER WALK	GUILTY	Y	20

City Attorney Recommendation:

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

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

RENEWAL - Taxi Driver's License Police Record Report
Applicant Information

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
4/25/11	VALID	Scott P Larson	6/14/73

Address of Applicant:	Business (where license is to be used):	Business Address:
4407 6th Ave	Keno Cab	5107-28th Ave

License Number: R15

Expiration Date: 4/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
04-23-10	SIGNAL VIOLATION	GUILTY	Y	20

City Attorney Recommendation:

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

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

City Attorney Comments:

RENEWAL - Taxi Cab License Police Record Report
Applicant Information

Date of Application:	Name of Applicant & Agent:	Date of Birth:
4/21/11	M & M Choice Taxi, Mohammed Museitif	5/24/67

Trade Name & Address:
M & M Choice Taxi, 3122 14th Ave

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
07-08-10	DRIVING OVER WALK	GUILTY	Y	20

City Attorney Recommendation:

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

*Offense not listed = 25 demerit points.

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

RENEWAL Beer/Liquor License Police Record Report
Applicant Information

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID	Tenuta's, Inc, Christopher P Tenuta, Agent	6/16/63

Trade Name & Address:	License Type:
Tenuta's Deli Liquors & Wines, 3203 52nd St	Class "A" Beer/ "Class A" Liquor

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
06-30-09	LIQUOR, SELL TO MINOR 09097728 BT Plead 730 days on 06/31/09. New license 0 points	DISMISSED	N/A	0

City Attorney Recommendation:

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

*Offense not listed = 25 demerit points.

X	Grant, Subject to	0	Demerit Points
	DENY, based on material police record (substantially related to the license activity)		
	DENY, based on material police record (substantially related to the license activity) & false application		
City Attorney Comments:			

RENEWAL Beer/Liquor License Police Record Report
Applicant Information

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID	Lenci's Food & Deli Inc, Dominic Lenci, Agent	12/18/54

Trade Name & Address:	License Type:
Lenci's Food & Deli, 2121 45th St	Class "A" Beer/"Class A" Liquor

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
07-21-09	LIQUOR, SELL TO MINOR	GUILTY	Y	20
	Points fall off after 730 days 07/21/11			

City Attorney Recommendation:

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

*Offense not listed = 25 demerit points.

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

RENEWAL Beer/Liquor License Police Record Report
Applicant Information

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID	HJATT, Inc, Thomas Morelli, Agent	9/27/56

Trade Name & Address:	License Type:
Southport Pantry, 7506-7th Ave	Class "A" Beer/"Class A" Liquor

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
04-18-11	LIQUOR,SELL TO MINOR N1217788 05/09/11 Arraignment	DISPO PENDING	N (N/A) Filed prior to violation	20
	10-11 subject to 0 points			

City Attorney Recommendation:

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

*Offense not listed = 25 demerit points.

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

RENEWAL Beer/Liquor License Police Record Report
Applicant Information

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID	S&V Partnership LLP, Himmat S. Gill, Agent	1/28/58

Trade Name & Address:	License Type:
American Plaza Liquor, 2830 75th St	Class "A" Beer/"Class A" Liquor

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
04-05-11	LIQUOR, SELL TO MINOR N6374210 Pretrial 05/25/11	DISPO PENDING	Y	20

City Attorney Recommendation:

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

*Offense not listed = 25 demerit points.

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

RENEWAL Beer/Liquor License Police Record Report
Applicant Information

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID	Wisconsin CVS Pharmacy LLC, Debbie Martin, Agent	6/15/63

Trade Name & Address:	License Type:
CVS Pharmacy #8777, 3726 22nd Ave	Class "A" Beer & "Class A" Liquor

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
02-03-09	LIQUOR,LICENSE VIOLATION 730 DAYS	GUILTY	Y	N/A
04-19-09	LIQUOR,SELL TO MINOR 730 DAYS	DISMISSED		N/A
02-24-11	LIQUOR,SELL TO MINOR N1244083	GUILTY	Y	20

City Attorney Recommendation:

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

*Offense not listed = 25 demerit points.

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

City Attorney Comments:

RENEWAL Beer/Liquor License Police Record Report
Applicant Information

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID	O-Line, Inc, Anthony L Perrine, Agent	1/18/85

Trade Name & Address:	License Type:
Lou Perrine's Gas & Groceries, 5145 Sheridan Rd	Class "A" Beer & "Class A" Liquor

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
12-04-10	LIQUOR, SELL TO MINOR - 10178670 1147589 - BT Plead	DISMISSED	Y	20
03-24-11	LIQUOR, SELL TO MINOR - N1280527 Pretrial 05/31/11	DISPO PENDING	Y	20

City Attorney Recommendation:

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

*Offense not listed = 25 demerit points.

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

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

Check One:

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

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

3. Property Information

- a. Address 621-56th ST. KENOSHA, WI 53140
- b. Owner COURTYSIDE MANAGEMENT, LLC
- c. If applicant is not owner, does applicant have a lease agreement with the owner? yes no (Please note: Proof of property ownership or proof of an executed lease must be provided to the City Clerk before the license will be issued)
- d. Square Footage of Building 4700 Assessed Value of Property \$382,000
- e. Assessed Value of Personal Property (furniture, fixtures, equipment) to be used in the business ESTIMATED TO BE \$15,000.

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

5. Gross Monthly Revenue

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

Gross Monthly Revenue

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

Basis for estimates

EXPERIENCE IN FOOD & BEVERAGE INDUSTRY.

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

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

7. List other factors the Common Council should consider:

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

Applicant Signature

Blanca Montoya

FOR OFFICE USE ONLY

Within a 6 block radius:

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

Common Council Agenda Item # C.8.

Class "B" Beer/"Class B" Liquor Combination Application
621 56th Street



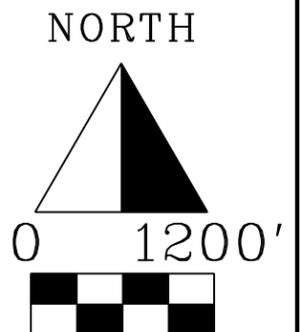
● Class "A"
 ■ "Class A"
 ◆ Class "B"
 ★ Class "B" & "Class B"
 ▲ "Class C"

— 5,280 ft from Applicant

— 6 blocks from Applicant

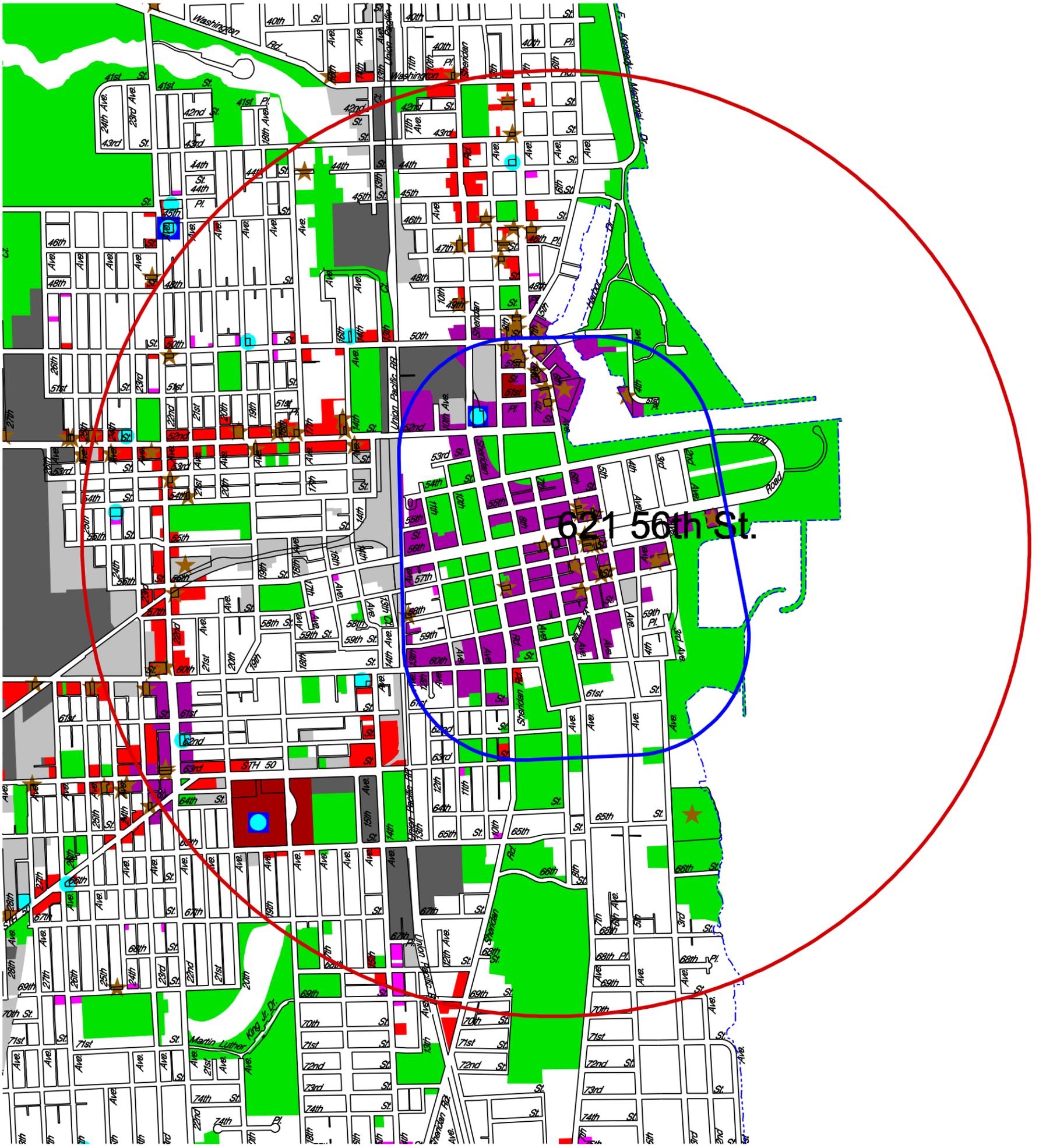
5,280 ft Radius	Class "A"				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	3	0
Business Districts	9	2	0	58	0
Other Districts	0	0	0	1	0

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



City of Kenosha

Class "B" Beer/"Class B" Liquor Combination Application 621 56th Street



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

Note: Residential Districts are not colored.

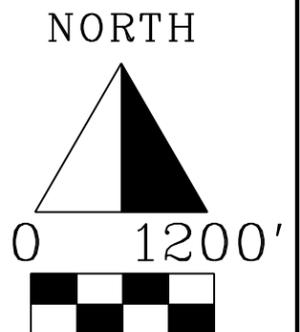
Note: Business Districts are colored as follows: B-1 B-2 B-3 B-4

— 5,280 ft from Applicant

— 6 blocks from Applicant

5,280 ft Radius	Class "A"				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	3	0
Business Districts	9	2	0	58	0
Other Districts	0	0	0	1	0

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



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

Check One:

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

1. Applicant Name MARCO A. MENDEZ
 2. Business Name Brigadas Restaurant & Banquet Hall

3. Property Information

a. Address 4820 75th Kenosha WI 53140

b. Owner Marco A Mendez

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

d. Square Footage of Building 7,900 Assessed Value of Property \$ 800,000

e. Assessed Value of Personal Property (furniture, fixtures, equipment) to be used in the business \$ 50,000

4. Number of Full Time Employees 1 Number of Part Time Employees 6

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

Gross Monthly Revenue	
Alcoholic Beverages	<u>134,400.00</u>
Food	<u>435,120.00</u>
Other (specify)	<u>0</u>
Total Gross Monthly Revenue	<u>569,520.00</u>

Basis for estimates
B. Plan Attachment

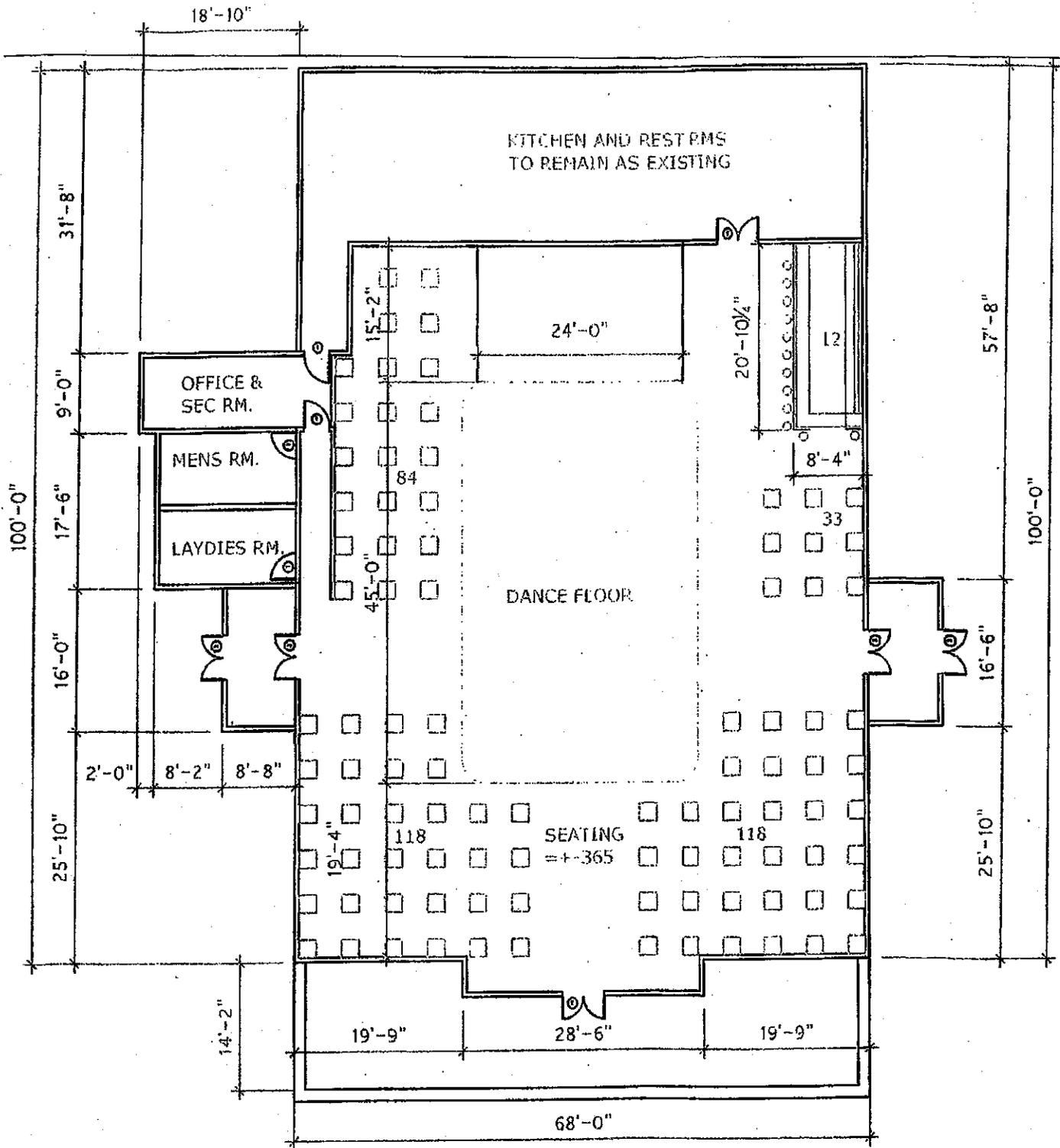
6. Explain how the issuance of this license will benefit the City: It will create employment opportunities for community, bring in revenue for the city and support community events and fun raisers.

7. List other factors the Common Council should consider:
Family oriented business, family owned, productive community member

Applicant Signature _____

FOR OFFICE USE ONLY

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



Beer/Liquor License Police Record Report
Applicant Information

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID	Bragados Banquets, LLC, Marco Mendez, Agent	11/27/73

Trade Name & Address:	License Type:
Bragados Banquets, 4820 75th St	Class "B" Beer/"Class B" Liquor

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
03-09-11	LIQUOR, VIOLATION OTHER	GUILTY	Y	20
02/26/11	NO CABARET LICENSE	GUILTY	Y	20

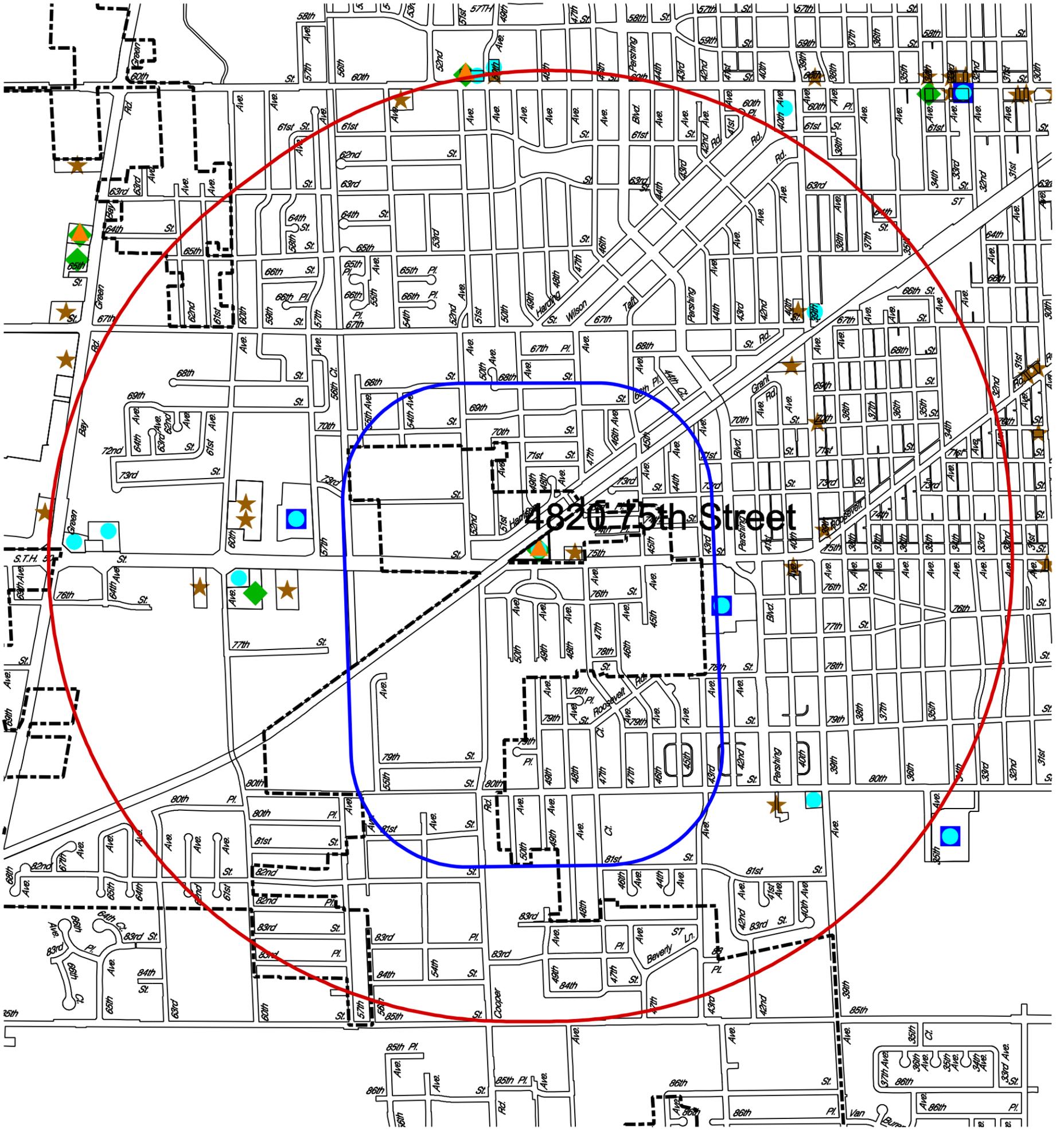
City Attorney Recommendation:

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

*Offense not listed = 25 demerit points.

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

Class "B" Beer/"Class B" Liquor Application
4820 75th Street



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

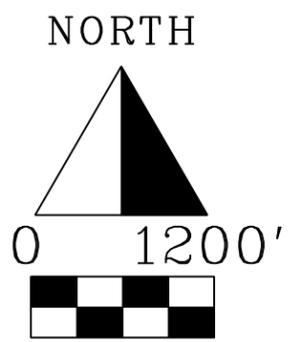
— 5,280 ft from Applicant

— 6 blocks from Applicant

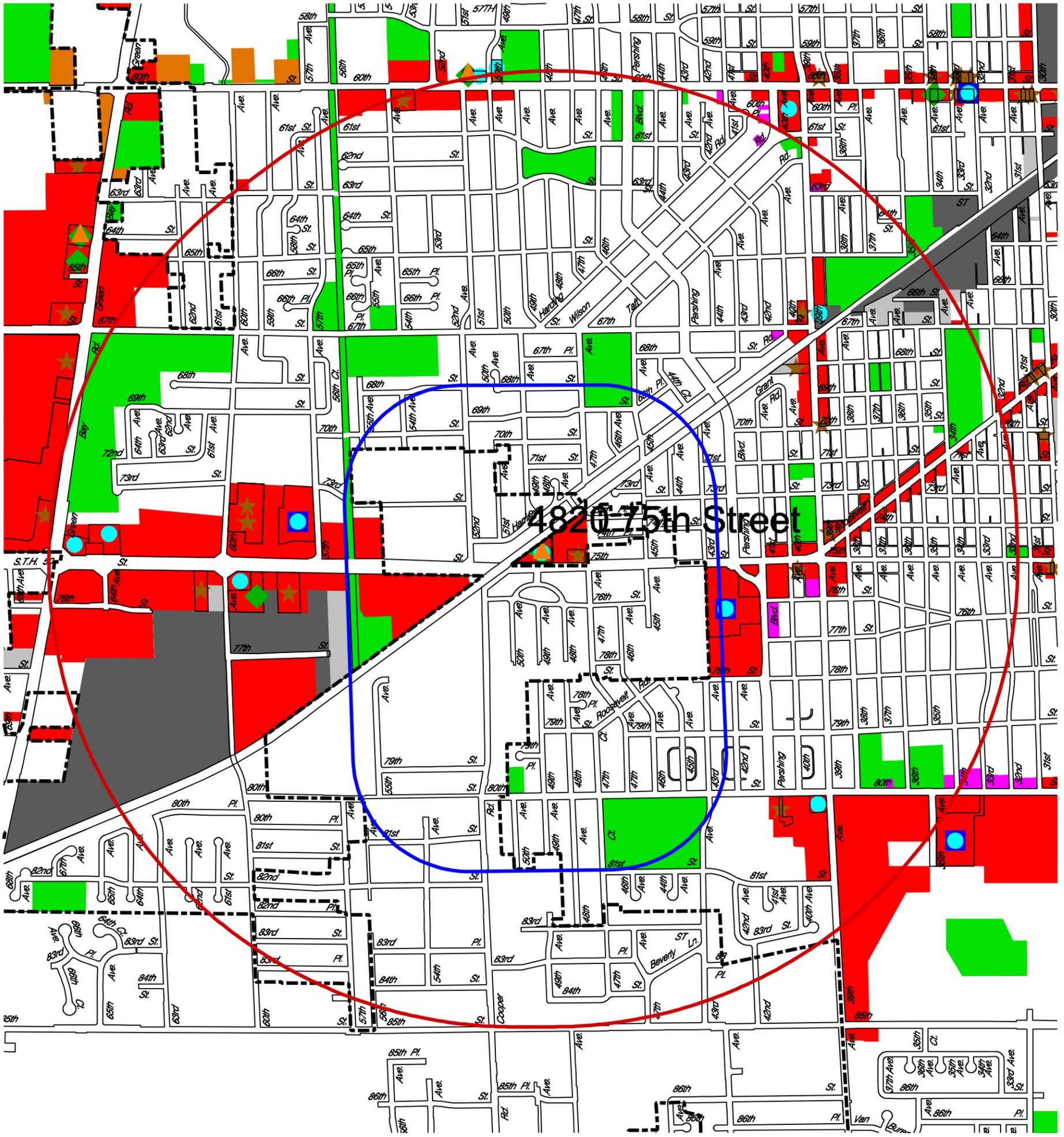
5,280 ft Radius	Municipal Boundary				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	12	3	3	14	2
Other Districts	0	0	0	0	0

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

----- Municipal Boundary



Class "B" Beer/"Class B" Liquor Application
4820 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

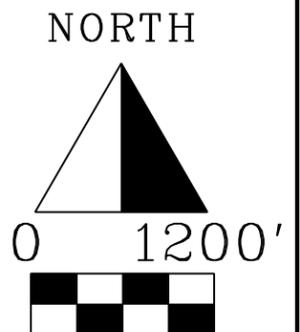
— 5,280 ft from Applicant

— 6 blocks from Applicant

5,280 ft Radius	Municipal Boundary				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	12	3	3	14	2
Other Districts	0	0	0	0	0

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

----- Municipal Boundary



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

Check One:

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

1. Applicant Name: AMANDA CHAVEZ
 2. Business Name: LA QUEMADA, INC.

3. Property Information

a. Address: 3029 52nd St. Kenosha, WI 53144

b. Owner: Amanda Chavez

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

d. Square Footage of Building: 7,000 Assessed Value of Property: 155,000

e. Assessed Value of Personal Property (furniture, fixtures, equipment) to be used in the business: 50,000

4. Number of Full Time Employees: 0 Number of Part Time Employees: 0 (Not Open @ time of Application)

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

Gross Monthly Revenue	
Alcoholic Beverages	<u>1000</u>
Food	<u>4000</u>
Other (specify)	
Total Gross Monthly Revenue	<u>5000</u>

Basis for estimates
Personal estimate

6. Explain how the issuance of this license will benefit the City:
This restaurant will be utilized. It is vacant presently. The business will hire people in the city

7. List other factors the Common Council should consider:
The Business will be family oriented

Applicant Signature: Amanda Chavez

FOR OFFICE USE ONLY

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

Beer/Liquor License Police Record Report
Applicant Information

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID	La Quemada Inc, Amanda Chavez, Agent	2/15/66

Trade Name & Address:	License Type:
La Quemdad, 3029 52nd St	Class "B" Beer/"Class C" Wine

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
06-03-06	LIQUOR,LICENSE VIOLATION	DISMISSED	N/A	-

City Attorney Recommendation:

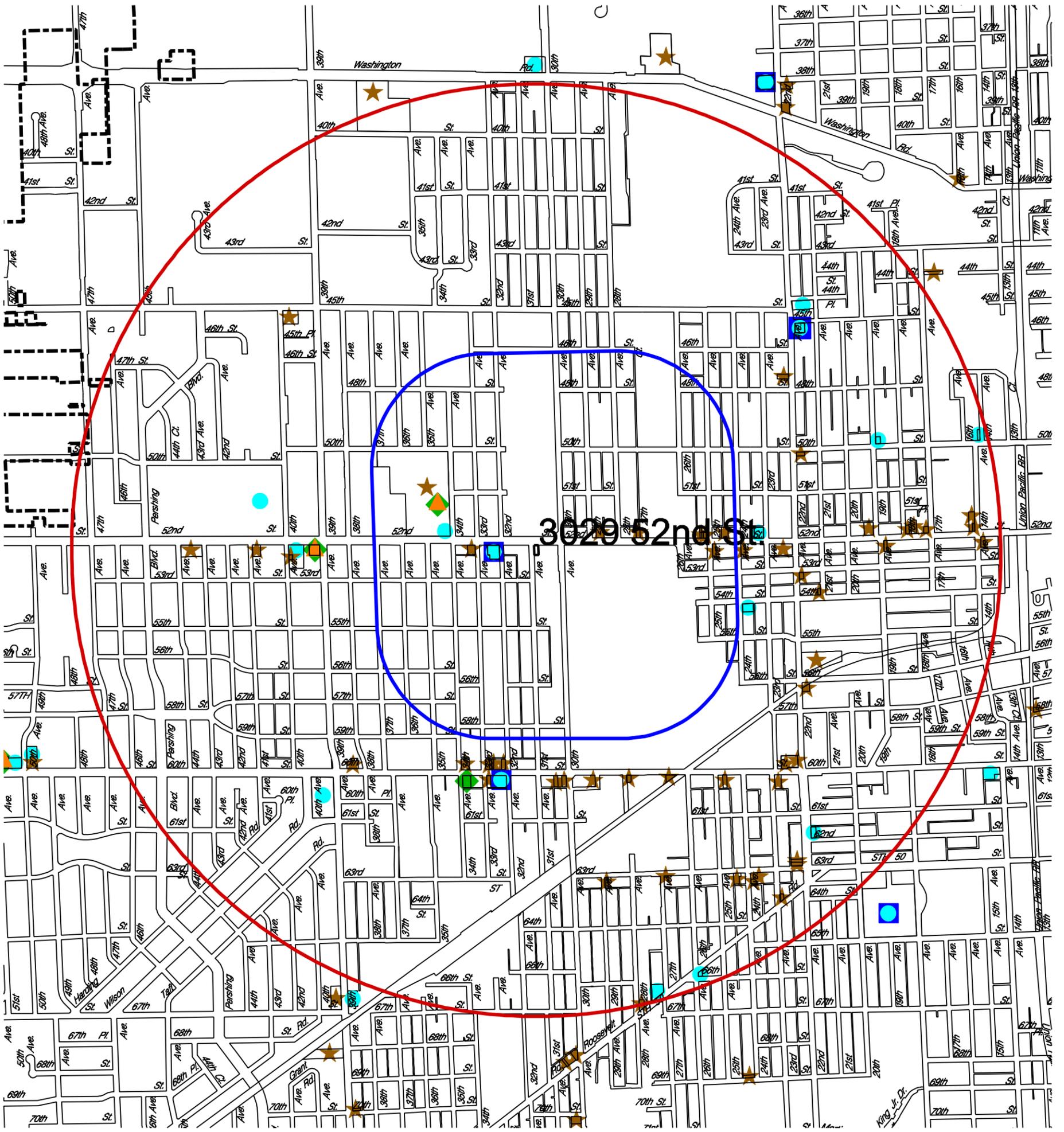
Offense Demerit Points (above)	0
Were all Offenses Listed on Application?*	
Total Demerit Points	0

*Offense not listed = 25 demerit points.

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

City of Kenosha

Class "B" Beer/"Class B" Liquor Application 3029 52nd Street



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

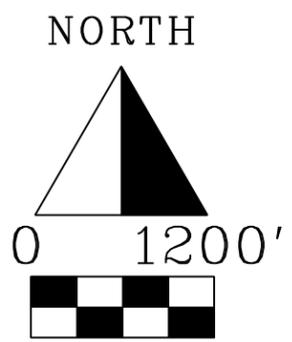
— 5,280 ft from Applicant

— 6 blocks from Applicant

5,280 ft Radius	Municipal Boundary				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	2	0
Business Districts	15	3	3	50	2
Other Districts	0	0	0	1	0

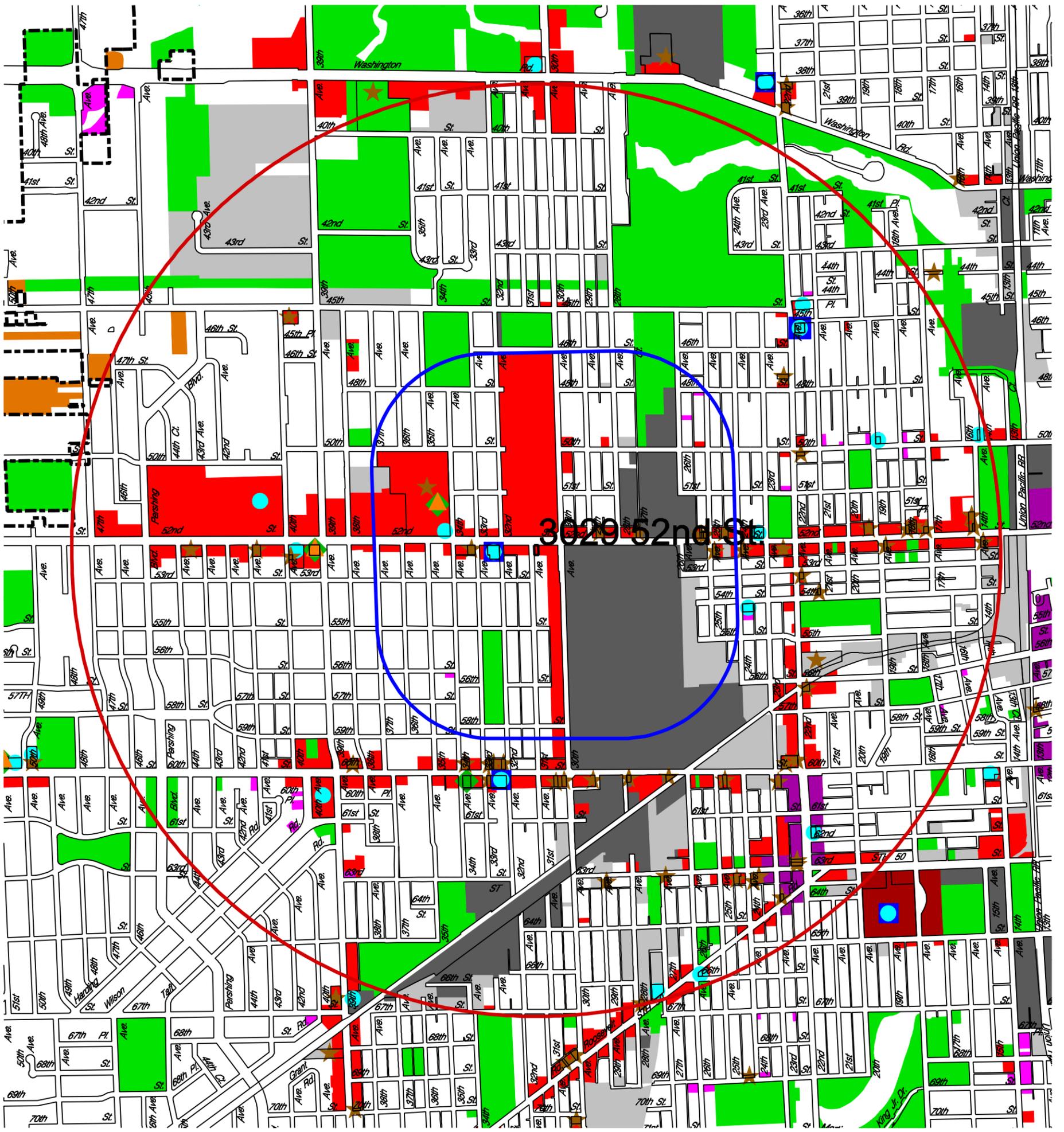
6 Block Radius	Municipal Boundary				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	2	1	1	8	1
Other Districts	0	0	0	0	0

----- Municipal Boundary



City of Kenosha

Class "B" Beer/"Class B" Liquor Application 3029 52nd 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

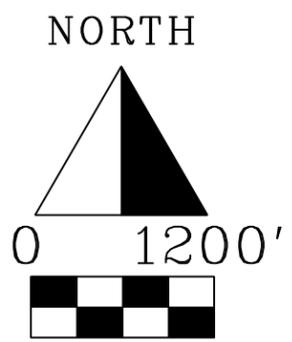
— 5,280 ft from Applicant

— 6 blocks from Applicant

5,280 ft Radius	Business Districts				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	2	0
Business Districts	15	3	3	50	2
Other Districts	0	0	0	1	0

6 Block Radius	Business Districts				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	2	1	1	8	1
Other Districts	0	0	0	0	0

----- Municipal Boundary



LICENSING PERMIT COMMITTEE MEETING OF 5/9/11 - BEER/LIQUOR RENEWAL NO ADVERSE LIST

Class "B" Beer"/Class C" Wine

1 THE NOODLE SHOP CO.	ELIZABETH HENDERSON	NOODLES & COMPANY	7224-118TH AVE
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Class "B" Beer"/Class B" Liquor

1 AAMEEN V. INC.	ALICE STRZELECKI	EDDIE'S STEAKHOUSE & BISTRO	8040 SHERIDAN RD
2 ANTONIO'S PIZZA & PASTA LLC	DALE RICE	ANTONIO'S PIZZA & PASTA	2410-52ND ST
3 BARTLEY HOUSE, INC.	BARTLEY W. OMARA	BARTLEY HOUSE	1212-68TH ST
4 BBPP, INC.	PAUL CAMPAGNA	PAZZO	707-56TH ST
5 CAPTAIN MIKES KENOSHA TAVERN LLC	DAVID SCHULTE	CAPTAIN MIKE'S LIGHTHOUSE PUB	5118-6TH AVE
6 CAROL M. SPITZER		KEITH'S-A-KENOSHA TAVERN	1402-52ND ST
7 CAROLYN MILLER		FEC'S PLACE	5523-6TH AVE
8 CASA CAPRI, INC.	LEWIS M. STELLA	CASA CAPRI	2129 BIRCH RD
9 CHOPS ON THE LAKE, INC.	CARRIE ANDERSON	FIERTE	5722-3RD AVE
10 COINS SPORTS BAR, INC.	JANET GASCOIGNE	COINS SPORTS BAR	1714-52ND ST
11 DANIEL NICOLAZZI		PORT OF KENOSHA BEVERAGE HOUSE	714-50TH ST
12 DANISH BROTHERHOOD LODGE #14	PAUL MCVEY	DANISH BROTHERHOOD LODGE #14	2206-63RD ST
13 DERANGO OF KENOSHA, INC	JOSEPH PASSARELLI	DERANGO OF KENOSHA	2135-31ST ST
14 DISHES TO DIE FOR, INC.	THERESA REVIS	TGS RESTAURANT & PUB	4120-7TH AVE
15 DOLLS TAVERN, INC.	MICHAEL TEEGARDEN	DOLLS	3014 ROOSEVELT RD
16 EAT WHAT YOU GET LLC	KEVIN ERVIN	FRANK'S DINER	508-58TH ST
17 EVA LAGUNAS		EL CAPORAL RESTAURANT	3200-60TH ST
18 FELICIA CORPORATION	LOUISE GINKOWSKI	FELICIA'S RESTAURANT	4311-52ND ST
19 FRANK RUFFOLO		RUFFOLO'S SPECIAL PIZZA II	3931-45TH ST
20 GERBER'S PUB OF KENOSHA, INC	MARK GERBER	CHAMPIONS SPORTS BAR	719-50TH ST
21 GH HOLDINGS	MICHAEL HONOLD	RIVALS SPORTS PUB & GRILLE	6325-120TH AVE
22 GROBY, LLC	MARK GERBER	GERB'S TAP	2627-63RD ST
23 GUTTORMSEN RECREATION CORPORATION	KURT H. GUTTORMSEN	GUTTORMSEN RECREATION CENTER	5411 GREEN BAY RD
24 HIGHWAY MIKE'S REAL ESTATE, LLC	DAVID SCHULTE	UNCLE MIKE'S HIGHWAY PUB	6611-120TH AVE
25 HOUSE OF GERHARD, LTD	ANGELIKA RUDIN	HOUSE OF GERHARD RESTAURANT	3927-75TH ST
26 INFUSINO'S PIZZERIA KENOSHA-SOUTH	FRANCESCO BARATTA	INFUSINO'S PIZZERIA KENOSHA-SOUTH	6800-39TH AVE
27 INT U UNTD AERO & AG WKRS AM L 72	CURTIS WILSON	UAW LOCAL 72	3615 WASHINGTON RD
28 ITALIAN AMERICAN SOCIETY OF KENOSHA	STEVEN R. TORCASO	ITALIAN AMERICAN SOCIETY	2217-52ND ST
29 JANA BONNER		THE FINAL INNING	9048 SHERIDAN RD
30 JEAN CAMPAGNA		SHOOTERS	3001-60TH ST
31 JOSEPH KORETZ		KORETZ' TAVERN	902 WASHINGTON RD
32 KATHLEEN BEZOTTE		CHEERS	4619-8TH AVE
33 KAVALAUSKAS, LLC	RICKY A. KAVALAUSKAS	SPANKY'S BAR & GRILL	2325-52ND ST
34 KENOSHA HOTEL DEVELOPMENT, INC.	JOSEPH J. DORA	BEST WESTERN HARBORSIDE INN	5125-6TH AVE
35 L & M MEATS INC	KATHLEEN MEYER	L & M MEATS	4924-60TH ST
36 LA FOGATA LLC	MIGUEL AGUIRRE	LA FOGATA	3300 SHERIDAN RD
37 LOYAL ORDER OF MOOSE KENOSHA LDG 286	RICHARD SMART	LOYAL ORDER OF MOOSE KENOSHA LDG 286	3003-30TH AVE
38 MARIAH'S OF KENOSHA COUNTY, INC.	LISSA PAULONI	MARIAH'S NEIGHBORHOOD BAR	2724 ROOSEVELT RD

LICENSING PERMIT COMMITTEE MEETING OF 5/9/11 - BEER/LIQUOR RENEWAL NO ADVERSE LIST

39	MARIANNE SULLIVAN-GRANGER		SULLIVAN'S PLACE	6015-75TH ST
40	MCFIBBERS PUB, INC.	MARY RUFFOLO	SCREAMIN' MIMI'S LOUNGE	2717-60TH ST
41	MEFAIL MAHMUDI		RED APPLE RESTAURANT	3314-60TH ST
42	MASTER, INC.	MASSER MUSETIF	OUR KENOSHA TAP	3221-60TH ST
43	NICKIE'S TROPIC CLUB, INC.	STEVEN A. MITCHELL	WAREHOUSE 56	2122-66TH ST
44	PASSARELLI ENTERPRISES, INC.	GLORIA A. PASSARELLI	FIRESIDE RESTAURANT & LOUNGE	2801-30TH AVE
45	PAVLE ZEKOVIC	LADIESROOM	PAVLE'S LOUNGE	1724-52ND ST
46	PETAR ZEKOVIC		PETE'S PLACE	4520-8TH AVE
47	PJ DOGHOUSE INC	KEVIN KOPROVIC	CLUBHOUSE PUB & GRILLE	2621-30TH AVE
48	POLISH LEGION OF AMERICAN VETERANS	KAREN LABANOW	PLAV	4902-7TH AVE
49	RANDY WESTPHAL	RANDY WESTPHAL	CHUTES & LADDERS PUB	3812-3816 60TH ST
50	RENZO'S ENTERPRISES, LTD	FRANK S. LOCANTE	RENZO'S PUB	2820-52ND ST
51	ROBERT LEES		THE MAIN EVENT	3100-14TH AVE
52	SCOTT'S INC OF WISCONSIN	SCOTT R. LASKIS	SCOTT'S TAVERN	2117-60TH ST
53	SHERIDAN LANES, INC.	WILLIAM MARESCALCO	SHERIDAN LANES	1120-80TH ST
54	SIR ARTHURS TAVERN-CAMELOT CATERING	CHRISTINE RAYMOND	SIR ARTHUR'S BEER GARDENS	3501-14TH AVE
55	SLAMMERS TAVERN LLC	CLAUDIA MURILLO	SLAMMERS TAVERN	6832-24TH AVE
56	SOON NOEL		SOON'S SUSHI CAFE	2100-54TH ST
57	STELLAR MANAGEMENT, INC.	SCOTT CARDINALI	NORM'S SOSELDOM INN	1819-52ND ST
58	STEVEN JANITZ		JANTZ'S CLUB	2604 WASHINGTON RD
59	SUNSET GRILLE, LLC	STACEY WEST-RIVERA	SUNSET GRILLE & MULLIGAN'S PUB	2500-52ND ST
60	SWEDISH AMERICAN CLUB	GEORGE R. MASSEY, JR	SWEDISH AMERICAN CLUB	7002-30TH AVE
61	TACOS EL NORTE KENOSHA, INC.	CLAUDIA ARROYO	TACOS EL NORTE	3450-52ND ST
62	TERALA CORPORATION	TERESA M. GROVES	FINNEY'S LOUNGE	2208-60TH ST
63	THE PUB AFFAIR, INC.	TRACY M. WYNN	RON'S PLACE	3301-52ND ST
64	TIMOTHY DINAN		BILL'S CORNER CLUB	3003-75TH ST
65	TNT'S PADDY OS PUB LLC	HEATHER BOBST	PADDY OS PUB	5022-7TH AVE
66	TRACI PETERSON		HATTRIX	2425-60TH ST
67	TRATTORIA, INC.	SUSAN TISHUK	MANGIA RESTAURANT	5717 SHERIDAN RD
68	TWISTED CUISINE, LLC	RHONDA EIDSOR	TWISTED CUISINE	7546 SHERIDAN RD
69	VILLA D'CARLO III, INC.	ROBERT GRESKOVIAK	VILLA D'CARLO	5140-6TH AVE
70	WASHINGTON PARK TAVERN, INC.	STANLEY A. LECCE	STAN'S PLACE	1510 WASHINGTON RD
71	WHG REAL ESTATE SOUTH, LLC	BILL NESYACIL	APPLEEBS'S NEIGHBORHOOD GRILL	6960-75TH ST
72	YEES ORIENTAL INN, INC.	WILLIAM YEE	ORIENTAL INN	5030/34-6TH AVE
73	YIGI, INC.	TANYA LEE	PANDA RESTAURANT	8021-22ND AVE

Class "A" Retail Beer

1	1824-50TH STREET, INC	CAMAL MOHAMAD	QUALITY FOODS	1824-50TH ST
2	52ND STREET QUICK SHOP, INC.	MICHAEL W. MCARDLE	52ND STREET QUICK SHOP	3404-52ND ST
3	GALA CORPORATION	MAHENDRA GALA	UPTOWN PANTRY	6119-22ND AVE
4	J & YOUNG, CORP.	KI KIM	KENOSHA GROCERY	4324-7TH AVE
5	KMART CORPORATION	GLENN PFLUGRADT	KMART 3088	4100-52ND ST

LICENSING PERMIT COMMITTEE MEETING OF 5/9/11 - BEER/LIQUOR RENEWAL NO ADVERSE LIST

6	MAC'S DELI ENTERPRISES, LLC	KRIS MACARRA	MAC'S DELI	2302-62ND STREET
7	PAIELLI'S BAKERY, INC.	DINO PAIELLI	PAIELLI'S BAKERY	3020-39TH AVE
8	PARAMVIR INC	GURBIR SINGH	GRACE PETROMART	4433-22ND AVE
9	SPEEDWAY SUPERAMERICA, LLC	DONALD J STRASSER JR	SPEEDWAY #2088	3012 WASHINGTON RD
10	WISCONSIN CVS PHARMACY LLC	RYAN ST. JOHN	CVS PHARMACY #8774	2207-80TH ST

Class "A" Retail Beer/"Class A" Retail Liquor

1	DILIP PRAJAPATI		ONE STOP GROCERY	6525-26TH AVE
2	PIGGLY WIGGLY MIDWEST, LLC	KRISTINE KAHL	PIGGLY WIGGLY SUPERMARKET #5	2215-80TH ST
3	PIGGLY WIGGLY MIDWEST, LLC	PATRICIA WALDEN	PIGGLY WIGGLY SUPERMARKET #4	2801-14TH PL
4	SPIEGELHOFF ENTERPRISES, INC.	KEVIN KARWEIK	SPIEGELHOFF'S SUPERVALU	3401-80TH ST
5	WOODMAN'S FOOD MARKET, INC.	LOUIS LUDEMAN	WOODMAN'S FOOD MARKET	7145-120TH AVE

RENEWAL Beer/Liquor License Police Record Report
Applicant Information

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID	The Char Grill Inc, Jeffrey Marsh, Agent	1/19/65

Trade Name & Address:	License Type:
Charcoal Grill & Rotisserie, 5745 75th St	Class "B" Beer/"Class B" Liquor

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points

City Attorney Recommendation:

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

*Offense not listed = 25 demerit points.

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

City Attorney Comments:

RENEWAL Beer/Liquor License Police Record Report
Applicant Information

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID	American Legion Paul Herrick Post 21, Amel Bolyard, Agent	9/26/40

Trade Name & Address:	License Type:
American Legion Post 21, 504-58th St	Class "B" Beer/"Class B" Liquor

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
12-10-08	OPERATING WHILE INTOXICATED 730 Days	GUILTY	Y	N/A

City Attorney Recommendation:

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

*Offense not listed = 25 demerit points.

X	Grant, Subject to	0	Demerit Points
	DENY, based on material police record (substantially related to the license activity)		
	DENY, based on material police record (substantially related to the license activity) & false application		
City Attorney Comments:			

RENEWAL Beer/Liquor License Police Record Report
Applicant Information

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID	Robert Karnes	5/5/36

Trade Name & Address:	License Type:
Bob's Grandview, 6929 39th Ave	Class "B" Beer/"Class B" Liquor

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
11-18-08	LIQUOR, LICENSE VIOLATION More than 730 days	DISMISSED		0

City Attorney Recommendation:

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

*Offense not listed = 25 demerit points.

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

RENEWAL Beer/Liquor License Police Record Report
Applicant Information

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID	Bombay Louies International Inc, Stanley Ginkowski, Agent	12/1/47

Trade Name & Address:	License Type:
Bombay Louie's Int'l Fine Foods, 2227 60th St	Class "B" Beer/"Class B" Liquor

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points	
09-12-07	LIQUOR,LICENSE VIOLATION	DISMISSED	}		
11-07-07	LIQUOR, LICENSE VIOLATION	DISMISSED			
01-27-08	LIQUOR, LICENSE VIOLATION	DISMISSED			
04-24-08	LIQUOR, LICENSE VIOLATION	DISMISSED		N/A	0
06-13-08	LIQUOR, SELL TO MINOR	DISMISSED			
06-13-08	LIQUOR, MINOR LOITER IN TAVERN	DISMISSED			
11-18-08	LIQUOR, LICENSE VIOLATION	DISMISSED			

City Attorney Recommendation:

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

*Offense not listed = 25 demerit points.

X	Grant, Subject to	0	Demerit Points
	DENY, based on material police record (substantially related to the license activity)		
	DENY, based on material police record (substantially related to the license activity) & false application		
City Attorney Comments:			

RENEWAL Beer/Liquor License Police Record Report
Applicant Information

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID	Schmidties Sports Bar Inc, Keith Schmidt, Agent	10/28/72

Trade Name & Address:	License Type:
Schmidties Sports Bar, 4602-7th Ave	Class "B" Beer/"Class B" Liquor

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
01-10-08	OPERATING W/O A LICENSE 730 Days	GUILTY	N	0
08-08-09	LIQUOR,LICENSE VIOLATION 09119702	DISMISSED	N/A	0
	BOTH DISMISSED			

City Attorney Recommendation:

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

*Offense not listed = 25 demerit points.

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

City Attorney Comments:

RENEWAL Beer/Liquor License Police Record Report
Applicant Information

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID	G-Knows Inc, Crystal Monday, Agent	4/10/59

Trade Name & Address:	License Type:
Rumors, 1912 52nd St	Class "B" Beer/"Class B" Liquor

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
07-25-07	JUV/TOBACCO VIOLATIONS 2007FO1584	GUILTY	N/A	N/A
08-01-10	LIQUOR, VIOLATION OTHER 10113680	DISMISSED		0

City Attorney Recommendation:

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

*Offense not listed = 25 demerit points.

X	Grant, Subject to	0	Demerit Points
	DENY, based on material police record (substantially related to the license activity)		
	DENY, based on material police record (substantially related to the license activity) & false application		
City Attorney Comments:			

RENEWAL Beer/Liquor License Police Record Report
Applicant Information

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID	Club Bene's LLC, Robert Kavalauskas, Agent	2/26/64

Trade Name & Address:	License Type:
Club Bene's, 2827-63rd St	Class "B" Beer/"Class B" Liquor

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
02-24-10	LIQUOR,LICENSE VIOLATION 10021541 - Charles Ulrich	DISMISSED	BT had license wasn't on P.D. List	0
10-07-10	DC/LOUD MUSIC	DISMISSED	N/A	

City Attorney Recommendation:

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

*Offense not listed = 25 demerit points.

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

City Attorney Comments:

RENEWAL Beer/Liquor License Police Record Report
Applicant Information

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID	Rick's Legends Bar & Restaurant Inc, Rickey L Mutchler, Agent	6/10/58

Trade Name & Address:	License Type:
Rick's Legends Bar & Restaurant, 3013-60th St	Class "B" Beer/"Class B" Liquor

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
02-26-08	BATTERY/DV	GUILTY	Y	-

City Attorney Recommendation:

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

*Offense not listed = 25 demerit points.

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

RENEWAL Beer/Liquor License Police Record Report
Applicant Information

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID	Shirley Willie, LLC, Shirley Willie, Agent	7/4/55

Trade Name & Address:	License Type:
Clay's Tap, 3810 Roosevelt Rd	Class "B" Beer/ "Class B" Liquor

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
01-10-07	LIQUOR, SELL TO MINOR	DISMISSED	N/A	0
01-10-07	LIQUOR, MINOR LOITER IN TAVERN	DISMISSED	N/A	0

City Attorney Recommendation:

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

*Offense not listed = 25 demerit points.

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

City Attorney Comments:

RENEWAL Beer/Liquor License Police Record Report
Applicant Information

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID	Noe Jaimes Inc, Noe A Jaimes, Agent	11/4/66

Trade Name & Address:	License Type:
Los Cantaritos Mexican Restaurant, 4031-52nd St	Class "B" Beer/"Class B" Liquor

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
02-28-09	LIQUOR,LICENSE VIOLATION 730 Days	GUILTY	Y	N/A

City Attorney Recommendation:

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

*Offense not listed = 25 demerit points.

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

RENEWAL Beer/Liquor License Police Record Report
Applicant Information

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID	Mister G's of Kenosha, Inc, Bradford Keller, Agent	9/26/49

Trade Name & Address:	License Type:
Big Daddy's Sports Lounge, 3214-60th St	Class "B" Beer/"Class B" Liquor

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
07-01-08	LIQUOR,LICENSE VIOLATION 730 Days	BOND FORFEITURE	Y	N/A

City Attorney Recommendation:

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

*Offense not listed = 25 demerit points.

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

City Attorney Comments:

RENEWAL Beer/Liquor License Police Record Report
Applicant Information

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID	GKLS, LLC, Dana M Dever, Agent	1/15/74

Trade Name & Address:	License Type:
Kaiser's Pizza & Pub, 510-57th St	Class "B" Beer/"Class B" Liquor

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points

City Attorney Recommendation:

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

*Offense not listed = 25 demerit points.

X	Grant, Subject to	0	Demerit Points
	DENY, based on material police record (substantially related to the license activity)		
	DENY, based on material police record (substantially related to the license activity) & false application		

City Attorney Comments:

RENEWAL Beer/Liquor License Police Record Report
Applicant Information

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID	Kryn Inc, David Hamelink Sr, Agent	7/20/40

Trade Name & Address:	License Type:
Sunnyside Club, 7517 22nd Ave	Class "B" Beer/"Class B" Liquor

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
05-12-08	LIQUOR, SELL TO MINOR	DISMISSED		N/A
05-12-08	LIQUOR, MINOR LOITER IN TAVERN	DISMISSED		N/A
01-14-10	LIQUOR, MINOR LOITER IN TAVERN	GUILTY	Y	20

City Attorney Recommendation:

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

*Offense not listed = 25 demerit points.

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

RENEWAL Beer/Liquor License Police Record Report
Applicant Information

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID	Icon Enterprises LLC, Mickey Johnson, Agent	12/14/68

Trade Name & Address:	License Type:
Club Icon, 6305 120th Ave	Class "B" Beer/"Class B" Liquor

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
02-26-11	LIQUOR, MINOR LOITER IN TAVERN N1244367 Pretrial 05/03/11	DISPO PENDING	Y	20

City Attorney Recommendation:

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

*Offense not listed = 25 demerit points.

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

RENEWAL Beer/Liquor License Police Record Report
Applicant Information

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID	George's Club Highview, Inc, Danny M Gervais, Agent	8/27/62

Trade Name & Address:	License Type:
George's Club Highview, 5305 60th St	Class "B" Beer/ "Class B" Liquor

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
10-13-09	LIQUOR, VIOLATION OTHER 09156790 - Leslie Johnson	DISMISSED	BT Plead	20

City Attorney Recommendation:

Offense Demerit Points (above)	20
Were all Offenses Listed on Application?*	N/A
Total Demerit Points	20

*Offense not listed = 25 demerit points.

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

RENEWAL Beer/Liquor License Police Record Report
Applicant Information

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID	Rendezvous Bar & Grill Inc, William Koprovic, Agent	9/15/49

Trade Name & Address:	License Type:
Rendezvous Tiki Lounge, 1700-57th St	Class "B" Beer/"Class B" Liquor

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
05-24-08	LIQUOR,MINOR LOITER IN TAVERN	GUILTY	Y	N/A
10-10-10	LIQUOR,MINOR LOITER IN TAVERN	GUILTY	Y	20

City Attorney Recommendation:

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

*Offense not listed = 25 demerit points.

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

City Attorney Comments:

Disclosed on back of application.

RENEWAL Beer/Liquor License Police Record Report
Applicant Information

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID	Appetize Inc, Jeremy Anderson, Agent	4/9/74

Trade Name & Address:	License Type:
HuHot Mongolian Grill, 7214 Green Bay Rd	Class "B" Beer/"Class B" Liquor

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
01-23-11	LICENSE NOT ON PERSON (Ashwaubenon Muni)	GUILTY	N/A	20

City Attorney Recommendation:

Offense Demerit Points (above)	20
Were all Offenses Listed on Application?*	N/A
Total Demerit Points	20

*Offense not listed = 25 demerit points.

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

RENEWAL Beer/Liquor License Police Record Report
Applicant Information

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
	Bindelli's Jungle Inc, Cidney Bindelli, Agent	7/25/58

Trade Name & Address:	License Type:
Bindelli's Jungle, 3805 22nd Ave	Class "B" Beer/"Class B" Liquor

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
06-05-10	OPERATING WHILE INTOXICATED	GUILTY	Y	20
08-28-10	LIQUOR,LICENSE VIOLATION SAFARI	DISMISSED		N/A
04-03-11	LIQUOR,MINOR LOITER IN TAVERN ANIMAL HOUSE	DISPO PENDING	Y	N/A

City Attorney Recommendation:

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

*Offense not listed = 25 demerit points.

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

RENEWAL Beer/Liquor License Police Record Report
Applicant Information

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID	Bindelli's Adventure Inc, Cidney Bindelli, Agent	7/25/58

Trade Name & Address:	License Type:
Bindelli's City Zoo, 4601 7th Ave	Class "B" Beer/"Class B" Liquor

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
06-05-10	OPERATING WHILE INTOXICATED	GUILTY	Y	20
08-28-10	LIQUOR,LICENSE VIOLATION SAFARI	DISMISSED		N/A
04-03-11	LIQUOR, MINOR LOITER IN TAVERN ANIMAL HOUSE	DISPO PENDING	Y	N/A

City Attorney Recommendation:

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

*Offense not listed = 25 demerit points.

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

RENEWAL Beer/Liquor License Police Record Report
Applicant Information

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
REVOKED	Bindelli's Safari Inc, Cidney Bindelli, Agent	7/25/58

Trade Name & Address:	License Type:
Bindelli's Safari, 2232 Roosevelt Rd	Class "B" Beer/"Class B" Liquor

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
06-05-10	OPERATING WHILE INTOXICATED	GUILTY	Y	20
08-28-10	LIQUOR,LICENSE VIOLATION SAFARI	DISMISSED		N/A
04-03-11	LIQUOR,MINOR LOITER IN TAVERN ANIMAL HOUSE	DISPO PENDING	Y	N/A

City Attorney Recommendation:

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

*Offense not listed = 25 demerit points.

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

RENEWAL Beer/Liquor License Police Record Report
Applicant Information

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID	Gerolmo's Tavern LLC, Mary Ann Sacrpanti, Agent	12/5/34

Trade Name & Address:	License Type:
Gerolmo's, 2506 52nd St	Class "B" Beer/"Class B" Liquor

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
09-06-08	LIQUOR, MINOR LOITER IN TAVERN 730 days	GUILTY	Y	N/A
12-02-08	LIQUOR, LICENSE VIOLATION 730 days	DISMISSED		N/A
06-09-10	LIQUOR, VIOLATION OTHER	GUILTY	Y	20
08-04-10	LIQUOR, MINOR LOITER IN TAVERN	GUILTY	Y	20

City Attorney Recommendation:

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

*Offense not listed = 25 demerit points.

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

City Attorney Comments:

RENEWAL Beer/Liquor License Police Record Report
Applicant Information

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID	Marilyn M. LaMere	9/3/40

Trade Name & Address:	License Type:
Kazaches, 4327 17th Ave	Class "B" Beer & "Class B" Liquor

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
12-11-09	LIQUOR, SELL TO MINOR 1108335	DISMISSED		20
	Case No. 09187008 BT Plead			
12-11-09	LIQUOR, MINOR LOITER IN TAVERN 1108337	DISMISSED		20
12-18-09	LIQUOR, MINOR LOITER IN TAVERN 09190372	DISPO PENDING DISMISSED	Y	N/A

City Attorney Recommendation:

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

*Offense not listed = 25 demerit points.

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

City Attorney Comments:

Common Council Agenda Item # C.12.v

RENEWAL Beer/Liquor License Police Record Report
Applicant Information

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID	Rosaura Finley	1/15/67

Trade Name & Address:	License Type:
El Rodeo, 1361 52nd St	Class "B" Beer & "Class B" Liquor

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
06-23-08	LIQUOR,MINOR LOITER IN TAVERN	GUILTY	Y	
06-23-08	LIQUOR,SELL TO MINOR	GUILTY	Y	
06-23-08	LIQUOR,VIOLATION OTHER	DISMISSED		
04-03-09	LIQUOR,SELL TO MINOR	GUILTY	Y	
04-03-09	LIQUOR,MINOR LOITER IN TAVERN	GUILTY	Y	
10-01-10	LIQUOR,SELL TO MINOR	DISPO PENDING GUILTY	Y	20
10-01-10	LIQUOR,MINOR LOITER IN TAVERN	DISPO PENDING GUILTY	Y	20

City Attorney Recommendation:

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

*Offense not listed = 25 demerit points.

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

RENEWAL Beer/Liquor License Police Record Report
Applicant Information

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID	Flints Inn, Inc, Robert Verlen, Agent	2/23/67

Trade Name & Address:	License Type:
Flints' Inn, 4708 22nd Ave	Class "B" Beer/ "Class B" Liquor

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
11-28-10	LIQUOR, SELL TO MINOR Case No. 10175542	DISMISSED BT Plead Elissa Ritter	N/A	20
11-28-10	LIQUOR, MINOR LOITER IN TAVERN	DISMISSED BT Plead Elissa Ritter	N/A	20

City Attorney Recommendation:

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

*Offense not listed = 25 demerit points.

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

City Attorney Comments:

Common Council Agenda Item # C.12.x

RENEWAL Beer/Liquor License Police Record Report
Applicant Information

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID	Duke's Country Saloon LLC, Dusan Matic, Agent	2/3/57

Trade Name & Address:	License Type:
Duke's Country Saloon, 2324-18th St, Ste C	Class "B" Beer/"Class B" Liquor

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
01-20-11	LIQUOR,LICENSE VIOLATION BT Plead N1218243 N1218246 11008908	DISPO PENDING DISMISSED BT PLEAD	Y	20
04-11-11	LIQUOR, SELL TO MINOR N1271381	DISPO PENDING	Y	20
04-11-11	LIQUOR,MINOR LOITER IN TAVERN N1271382	DISPO PENDING	Y	40

City Attorney Recommendation:

Offense Demerit Points (above)	80
Were all Offenses Listed on Application?*	Y
Total Demerit Points	80

*Offense not listed = 25 demerit points.

X	Grant, Subject to	80	Demerit Points
	DENY, based on material police record (substantially related to the license activity)		
	DENY, based on material police record (substantially related to the license activity) & false application		

City Attorney Comments:
 Common Council Agenda Item # C.12.y

RENEWAL Beer/Liquor License Police Record Report
Applicant Information

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID	Bindelli's Animal House Inc, Cidney Bindelli, Agent	7/25/58

Trade Name & Address:	License Type:
Bindelli's Animal House, 3322 Sheridan Rd	Class "B" Beer/"Class B" Liquor

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
06-05-10	OPERATING WHILE INTOXICATED 10129091	GUILTY	Y	20
08-28-10	LIQUOR,LICENSE VIOLATION SAFARI BT plead - Lisa Ziehr	DISMISSED		N/A
04-03-11	LIQUOR,MINOR LOITER IN TAVERN ANIMAL HOUSE	DISPO PENDING	Y	20
04/29/11	U/A LOITER Case No. 11-056229	PENDING	N/A	40

City Attorney Recommendation:

Offense Demerit Points (above)	80
Were all Offenses Listed on Application?*	
Total Demerit Points	80

*Offense not listed = 25 demerit points.

X	Grant, Subject to	80	Demerit Points
	DENY, based on material police record (substantially related to the license activity)		
	DENY, based on material police record (substantially related to the license activity) & false application		

City Attorney Comments:

RENEWAL Beer/Liquor License Police Record Report
Applicant Information

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID	GMR Entertainment, LLC, Jesus Paredes, Agent	6/22/76

Trade Name & Address:	License Type:
La Frontera, 6218 22nd Ave	Class "B" Beer/"Class B" Liquor

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
06-08-09	LIQUOR,VIOLATION OTHER 730 Days	GUILTY	N	-
04-24-10	LIQUOR,MINOR LOITER IN TAVERN	DISPO PENDING	N	20
04-24-10	LIQUOR,SELL TO MINOR	DISPO PENDING	N	40
04-24-10	LIQUOR,SELL TO MINOR	DISPO PENDING	N	40
11-21-10	LIQUOR,MINOR LOITER IN TAVERN	GUILTY	N	40
04-14-11	LIQUOR,LICENSE VIOLATION	DISPO PENDING	N	40
04/30/11	PERMIT U/A ON PREMISES	DISPO PENDING	N/A Application filed before violation	40

City Attorney Recommendation:

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

*Offense not listed = 25 demerit points.

X	Grant, Subject to	NON RENEWAL REVOCATION HEARING
	DENY, based on material police record (substantially related to the license activity)	
	DENY, based on material police record (substantially related to the license activity) & false application	
City Attorney Comments:		
Common Council Agenda Item # C.12.aa		

RENEWAL Beer/Liquor License Police Record Report
Applicant Information

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID	Mian's Petroleun Inc, Zafar I Mian, Agent	6/1/52

Trade Name & Address:	License Type:
Mian's Petroleum, 5006 60th St	Class "A" Beer

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
06-30-09	LIQUOR, SELL TO MINOR More than 730 days	GUILTY	Y	---

City Attorney Recommendation:

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

*Offense not listed = 25 demerit points.

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

City Attorney Comments:

RENEWAL Beer/Liquor License Police Record Report
Applicant Information

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
	Kwik Trip, Inc, Jillian L Ricker, Agent	10/5/83

Trade Name & Address:	License Type:
Kwik Trip#371, 6300 52nd St	Class "A" Beer

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points

City Attorney Recommendation:

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

*Offense not listed = 25 demerit points.

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

RENEWAL Beer/Liquor License Police Record Report
Applicant Information

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID	PDQ Food Stores, Inc, Kathy A Loberger, Agent	12/3/57

Trade Name & Address:	License Type:
PDQ Store #351, 8012 39th Ave	Class "A" Beer

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
02-07-11	LIQUOR, SELL TO MINOR 11017820 BT Plead 04/13/11	DISPO PENDING DISMISSED	Y	20

City Attorney Recommendation:

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

*Offense not listed = 25 demerit points.

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

RENEWAL Beer/Liquor License Police Record Report
Applicant Information

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID TEXAS DL	Koche LLC, Sheryl John, Agent	8/12/81

Trade Name & Address:	License Type:
Tom's BP, 2528-75th St	Class "A" Beer

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
07-09-09	LIQUOR,SELL TO MINOR - BT Plead 1089283 Points fall off 07/09/11	DISMISSED		20

City Attorney Recommendation:

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

*Offense not listed = 25 demerit points.

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

RENEWAL Beer/Liquor License Police Record Report
Applicant Information

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID	JC Stores Inc, Barbara Capps, Agent	7/12/52

Trade Name & Address:	License Type:
Sports Plaza Mobil, 5205 Green Bay Rd	Class "A" Beer

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
10-14-10	LIQUOR, SELL TO MINOR Case No. 10154205 April Osbourn	DISMISSED BT Plead		20
11-13-10	LIQUOR, SELL TO MINOR Case No. 10169363 Gary Pansch	DISMISSED BT Plead		20

City Attorney Recommendation:

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

*Offense not listed = 25 demerit points.

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

RENEWAL Beer/Liquor License Police Record Report
Applicant Information

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID	Sixtieth Street Citgo LLC, Syed Sawar, Agent	10/2/55

Trade Name & Address:	License Type:
60th St Citgo, 4924 60th St	Class "A" Beer

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
04-11-09	LIQUOR LICENSE VIOLATION 08-09	GUILTY	N/A	
04-11-09	LIQUOR, SELL TO MINOR 09-10	GUILTY	N/A	
05-14-09	LIQUOR LICENSE VIOLATION	DISMISSED	N/A	
07-09-09	LIQUOR, SELL TO MINOR 09-10 10-11	GUILTY	N/A	*25
11-13-10	LIQUOR, SELL TO MINOR 10-11 10169347 BT Plead Cit. #1108818 11-12	DISMISSED		20

City Attorney Recommendation:

Offense Demerit Points (above)	45
Were all Offenses Listed on Application?*	
Total Demerit Points	45

*Offense not listed = 25 demerit points.

X	Grant, Subject to	45	Demerit Points
	DENY, based on material police record (substantially related to the license activity)		
	DENY, based on material police record (substantially related to the license activity) & false application		
City Attorney Comments:			
*10-11 Renewal subject to 25			

RENEWAL Beer/Liquor License Police Record Report
Applicant Information

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID	Kwik Trip, Inc, Victoria Danner, Agent	1/16/65

Trade Name & Address:	License Type:
Tobacco Outlet Plus #528	Class "A" Beer

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
07-18-09	LIQUOR, SELL TO MINOR Case No. 09108379 BT Plead - Joseph Falcone	DISMISSED	N/A	20
12-16-10	LIQUOR, SELL TO MINOR Case No. 10183946 BT Plead -- Thomas Stancato	DISPO PENDING DISMISSED	N	20
04/05/11	SALE TO U/A Pretrial 06/14/11	PENDING	N/A Filed before Violation	20

City Attorney Recommendation:

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

*Offense not listed = 25 demerit points.

X	Grant, Subject to	60	Demerit Points
	DENY, based on material police record (substantially related to the license activity)		
	DENY, based on material police record (substantially related to the license activity) & false application		

City Attorney Comments:

Common Council Agenda Item # C.13.g

RENEWAL Beer/Liquor License Police Record Report
Applicant Information

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID	BP Express Kenosha, LLC, Ketan Patel, Agent	8/31/78

Trade Name & Address:	License Type:
BP Express, 2616 22nd Ave	Class "A" Beer

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
12-13-08	LIQUOR,LICENSE VIOLATION	GUILTY	Y	
02-24-11	LIQUOR,SELL TO MINOR 11025659 BT Plead - Tarel Patel N1244081	DISMISSED	N/A	20
04-05-11	JUV/TOBACCO VIOLATION	DEFAULT GUILTY	Y	20
04-21-11	LIQUOR,SELL TO MINOR 05/12/11 Arraignment	DISPO PENDING	Y Issued After Filed	40

City Attorney Recommendation:

Offense Demerit Points (above)	80
Were all Offenses Listed on Application?*	Y
Total Demerit Points	80

*Offense not listed = 25 demerit points.

X	Grant, Subject to	80	Demerit Points
	DENY, based on material police record (substantially related to the license activity)		
	DENY, based on material police record (substantially related to the license activity) & false application		

City Attorney Comments:

LICENSING PERMIT COMMITTEE MEETING OF 5/9/11 - BEER/LIQUOR RENEWAL NO ADVERSE LIST WITH REVIEW OF ECONOMIC IMPACT STATEMENT

Class "B" Beer/"Class B" Liquor

1	FACES I, LLC	RICHARD YUENKEL	BACIS	2901-60TH ST
2	BACCHUS BILLIARDS, LLC	BRIAN D'ANGELO	ST JAMES GATE STREET PUB	5010-7TH AVE
3	CAST LLC	PAUL CAMPAGNA	SAZZY B	5623-6TH AVE
4	THE COFFEE POT LLC	JANIS BARNHILL	THE COFFEE POT	4914-7TH AVE

Class "A" Retail Beer/"Class A" Retail Liquor

1	STINEBRINKS KENOSHA FOODS LLC	MATTHEW STINEBRINK	PIGGL Y WIGGL Y SUPERMARKET	7600 PERSHING BLVD
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CITY OF KENOSHA
CITY CLERK-625 - 52ND STREET, KENOSHA, WI 53140
262-653-4020
NEW APPLICATION
OUTDOOR DINING AREA

Fee (Check One):

\$150.00 (Type 99) = Outdoor Dining Area Only {\$50.00 initial review fee (one time only) + \$100.00 annual permit fee = \$150.00} Renewal-\$150.00

\$300.00 (Type 100 & Type 210) Outdoor Dining Area accompanied by Outdoor Extension application (two applications) \$50.00 initial review fee (one time only)+\$100.00 annual permit fee+\$150.00 outdoor extension license fee (one time only) = \$300.00 Renewal - \$150.00

Expires: December 31

Permits are not transferable or assignable

1. Applicant Name (Corporation/Partnership/Individual) _____ (tenant(s) or property owner(s))

THE SECRET GARDEN CAFE AND GALLERY LLC

2. If Corporation or Partnership, list names and addresses of all members _____

THOMAS R. BUSHNEY 5926 3RD AVE KENOSHA, WI 53140

SUSAN MARKKO 5926 3RD AVE KENOSHA, WI 53140

3. Applicant Address 5925-6th Ave A, Kenosha, WI 53140
(Address/City/ST/Zip)

4. Applicant Phone Number 262-657-1884

5. Business Name The Secret Garden Cafe and Gallery ~~THE~~

6. Business Address & Phone Number 5925-6th Ave A 262-657-1884

7. What is the Zoning District of the business? B-3 If business is not in a B-1, B-2 or B-3 Zoning District, do not continue with this application due to the property being in a non-conforming district.

8. What type of business will be conducted in the outdoor dining area?
 bakery candy and/or ice cream store coffee shop
 food store grocery store delicatessen restaurant

9. Does the outdoor dining area extend beyond the frontage of the business? Yes _____ No
 If yes, a statement approving the placement of the outdoor dining area in front of adjacent business(es) fronting the street must be signed by the adjacent owners or tenants (include names, addresses and phone numbers) *Check if statement is attached N/A.

10. What are the maximum number of tables? 4
 What are the maximum number of chairs? 8

11. Operational information:

- a. Hours 7AM-2PM Days and months of operation TUES THROUGH SUNDAY, APRIL-NOVEMBER
 (FOR OUTSIDE SEATING)
- b. Planned capacity of outdoor dining area 8

12. Please attach the following:

a. Is outdoor dining area permanent? Yes _____ No If yes attach specifications and Street Encroachment Agreement. *Check if street encroachment agreement is attached N/A. Note: If no street encroachment agreement, contact Public Works Department to apply. Street encroachment agreements must be approved by Common Council. Approval of this application is conditioned upon approval of the Street Encroachment Agreement.

*Check here if specifications are attached. N/A

b. Lighting and signage plan.

*Check here if lighting and signage plan is attached N/A

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

*Check here if scaled site plan is attached

d. Photograph(s), a minimum of four (4") by six (6") inches, showing the entire sidewalk and Major Street Setback Area with building facade proposed for the outdoor dining area.

*Check here if photographs are attached EMAILED TO MIKE MAKI

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

*Check here if certificate of liability insurance is attached

13. Does the applicant hold a "Class B" Liquor, Class "B" Fermented Malt Beverage or "Class C" Wine license? Yes _____ No . If yes, and it is your intent to serve alcoholic beverages in the outdoor dining area, please complete the following:

a. Alcoholic beverage receipts must account for less than fifty (50%) percent of the establishment's gross receipts. Complete affidavit verifying the percentage of gross receipts from the sale of Alcoholic Beverages during the past City license year (July 1 to June 30). *Check here if affidavit is attached. N/A

b. If applicant does not hold a license for an "Outdoor Extension of Retail "Class B", Class "B", or "Class C" License, an application for such license may be filed concurrently with this application. Approval of this application is conditioned upon approval of the Outdoor Extension License by Common Council. Check here if outdoor extension application is attached. N/A

c. NOTE: Upon initial application and renewal of an Outdoor Dining Permit, an applicant that proposes to serve alcoholic beverages shall not have their application approved when the applicant's business has accumulated fifty (50) or more demerit points under Section 10.063 D. of the Code of General Ordinances. FOR OFFICE USE ONLY: Applicant's business has currently accumulated N/A demerit points. IF NUMBER OF DEMERIT POINTS IS FIFTY (50) OR MORE, THIS APPLICATION SHALL NOT BE APPROVED, AND SHOULD NOT BE PROCESSED.

Dated at Kenosha, Wisconsin this 12 day of April, 2011

The following signatures are required: If Corporation: President and Secretary of Corporation; if Partnership: All Partners; if Individual: Individual

THOMAS F BUSHLEY
Applicant Name (Please Print)

SUSAN MARKKO
Applicant Name (Please Print)

[Signature]
Signature of Applicant

Signature of Applicant

Title: Member

Title: _____

Applicant Name (Please Print)

Applicant Name (Please Print)

Signature of Applicant

Signature of Applicant

Title: _____

Title: _____

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



CITY PLAN
REAL ESTATE
HISTORIC PRESERVATION
COMMUNITY DEVELOPMENT BLOCK GRANT
REDEVELOPMENT

JEFFREY B. LABAHN
Director of City Development

MEMO

TO: Licensing & Permit Committee

FROM: Mike Maki, AICP, Planner *MM*

RE: Outdoor Dining Application, Secret Garden Cafe – 5925 Sixth Avenue A

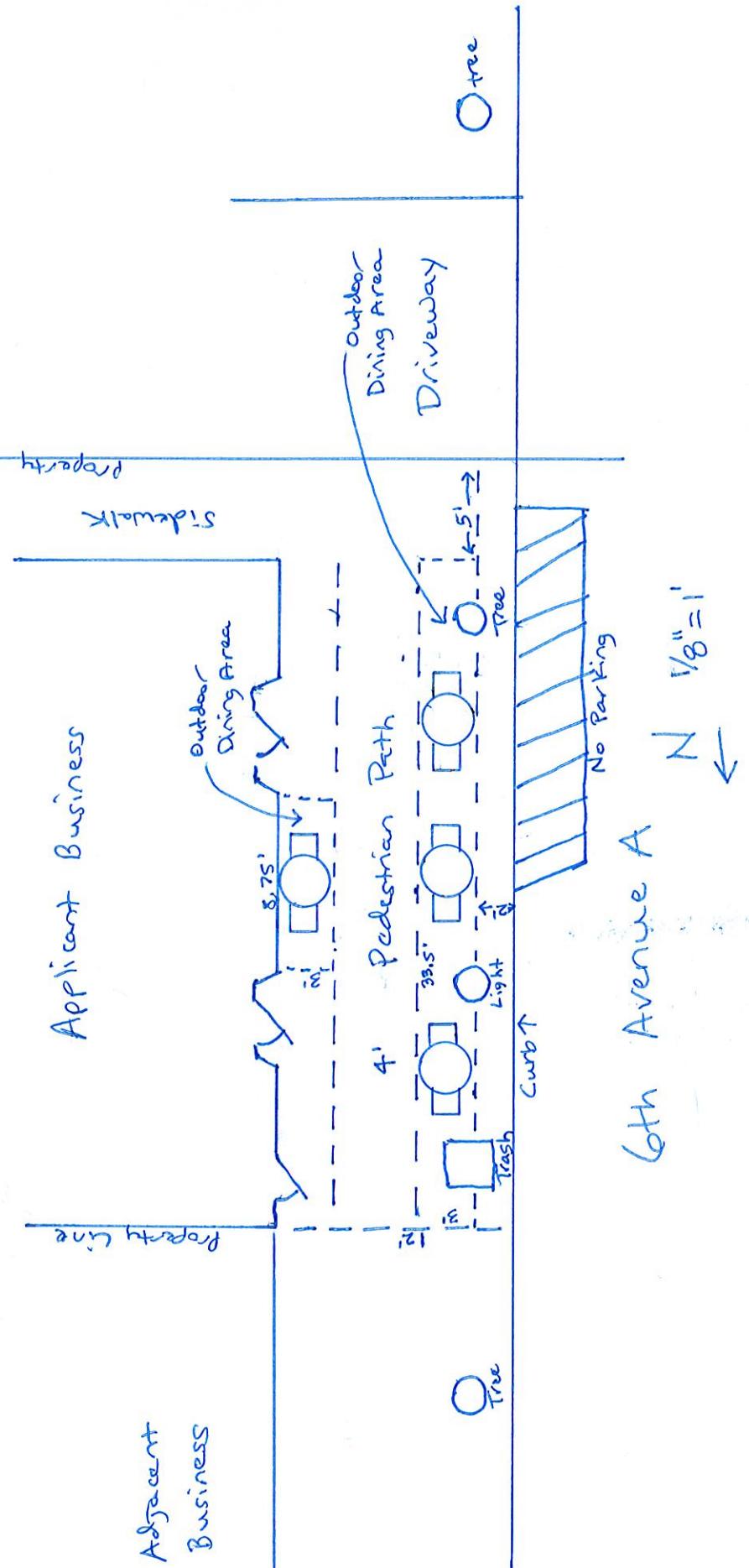
DATE: April 30, 2011

The Department of City Development has reviewed the Outdoor Dining application for Secret Garden Cafe, 5925 6th Avenue A. The application and site plans have been reviewed and approved by City departments.

The outdoor dining application is for a new outdoor dining area that is located adjacent to front of the building frontage and an adjacent area that is located 2 feet off of the curb. The area adjacent to the building is about 3 feet wide by almost 9 feet long. The area that is located 2 feet off of the curb is 33 ½ feet long by 3 feet wide. The required four (4') foot pedestrian walkway is located between the two areas (the center of the sidewalk).

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

Outdoor Dining Area Plan for
 Secret Garden Cafe
 5925 6th Avenue A



CITY OF KENOSHA
CITY CLERK-625 - 52ND STREET, KENOSHA, WI 53140
262-653-4020
NEW APPLICATION
OUTDOOR DINING AREA

Fee (Check One):

_____ \$150.00 (Type 99) = Outdoor Dining Area Only (\$50.00 initial review fee (one time only) + \$100.00 annual permit fee = \$150.00) Renewal-\$150.00

_____ \$300.00 (Type 100 & Type 210) Outdoor Dining Area accompanied by Outdoor Extension application (two applications) \$50.00 initial review fee (one time only)+\$100.00 annual permit fee+\$150.00 outdoor extension license fee (one time only) = \$300.00 Renewal - \$150.00

Expires: December 31

Permits are not transferable or assignable

1. Applicant Name (Corporation/Partnership/Individual) Harp and Eagle LTD
(tenant(s) or property owner(s))

2. If Corporation or Partnership, list names and addresses of all members _____

CARY JAMES O'DWANNY

GREG STEFFE

3. Applicant Address 125 56th street
(Address/City/ST/Zip)

4. Applicant Phone Number 262-653-0500

5. Business Name Ashling on the Lough

6. Business Address & Phone Number 125 56th street

7. What is the Zoning District of the business? B-3 If business is not in a B-1, B-2 or B-3 Zoning District, do not continue with this application due to the property being in a non-conforming district.

8. What type of business will be conducted in the outdoor dining area?
_____ bakery _____ candy and/or ice cream store _____ coffee shop
_____ food store _____ grocery store _____ delicatessen restaurant

9. Does the outdoor dining area extend beyond the frontage of the business? Yes _____ No
 If yes, a statement approving the placement of the outdoor dining area in front of adjacent business(es) fronting the street must be signed by the adjacent owners or tenants (include names, addresses and phone numbers) *Check if statement is attached _____

10. What are the maximum number of tables? 11
 What are the maximum number of chairs? 44

11. Operational information:
 a. Hours _____ Days and months of operation a. Monday - Thursday 5pm - 10pm, Friday 4pm - 11:00pm, Saturday & Sunday 11:30am - 11pm
 May - Long as possible (weather permit.)
 7 days a week
 b. Planned capacity of outdoor dining area 44

12. Please attach the following:
 a. Is outdoor dining area permanent? Yes _____ No If yes attach specifications and Street Encroachment Agreement. *Check if street encroachment agreement is attached _____. Note: If no street encroachment agreement, contact Public Works Department to apply. Street encroachment agreements must be approved by Common Council. Approval of this application is conditioned upon approval of the Street Encroachment Agreement.

*Check here if specifications are attached. _____

b. Lighting and signage plan.
 *Check here if lighting and signage plan is attached N/A

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

*Check here if scaled site plan is attached N/A

d. Photograph(s), a minimum of four (4") by six (6") inches, showing the entire sidewalk and Major Street Setback Area with building facade proposed for the outdoor dining area.

*Check here if photographs are attached

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

*Check here if certificate of liability insurance is attached

Outdoor Dining & Outdoor Extension Site Plan

Ashling on the Lough
125 56th Street

Place de Douai

Grass

Applicant's
Business



Fountain

21'

9'

Steps

Landscape Area

Property Line

Concrete / Brick Pavers

N ↑

Outdoor Dining & Outdoor
Extension Area

DEPARTMENT OF CITY DEVELOPMENT
625 - 52ND STREET - ROOM 308
KENOSHA, WISCONSIN 53140
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CITY PLAN
REAL ESTATE
HISTORIC PRESERVATION
COMMUNITY DEVELOPMENT BLOCK GRANT
REDEVELOPMENT

JEFFREY B. LABAHN
Director of City Development

MEMO

TO: Licensing & Permit Committee

FROM: Mike Maki, AICP, Planner *MM*

RE: Outdoor Dining Application, Ashling on the Lough- 125 56th Street

DATE: April 30, 2011

The Department of City Development has reviewed the Outdoor Dining application for Ashling on the Lough, 125 56th Street. The application and site plans have been reviewed and approved by City departments. Please note that Ashling on the Lough was approved for an outdoor dining area in 2010, however, they did not renew their permit during the renewal period, which ended in December, 2010. A new application was therefore required to be submitted and approved for the 2011 season.

The outdoor dining application is for continued use of the outdoor dining area that is located adjacent to the west side of the building frontage and an adjacent area around the north half of the Wallace Fountain on Place de Douai, a City-owned property. The area adjacent to the building is about 5 feet wide by 73 feet long. The area around the fountain is connected to the private property via a public walkway and steps to the lower public plaza. These areas are the same areas approved in 2010. These areas also have an existing outdoor extension, which does not need to be renewed at this time.

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



Ashling on the Lough – Proposed Outdoor Dining & Outdoor Extension Area



Ashling on the Lough – Proposed Outdoor Dining & Outdoor Extension Area (Public Property)

Application for a Temporary Outdoor Extension of Retail Class "B" Liquor, "Class C" Wine
and/or Class "B" Beer License(s)
City Ordinance 10.075
Fee: \$50.00 (Type 211)

1. If the temporary Outdoor Area obstructs the public right-of-way, a temporary outdoor extension does not apply. Please file permanent outdoor extension application accompanied by an outdoor dining area application. Does the outdoor area obstruct the public-right-of-way? Yes No
2. List date or dates (not to exceed three (3) days): JUNE 26 2011
3. Name of Applicant: WASHINGTON PARK TAVERN, INC.
4. Address of Retail "Class B", "Class C" and/or Class "B" premises 1510-WASH RD.
5. Business Name: STANIS PLACE
6. Home Phone: 262-652-1331 Business Phone: 262-652-4630
7. What type of activity is planned for the outdoor area? 25 YEARS PARTY
8. A detailed map describing the outdoor area is required. Check here if map is attached.

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

- a. Zoning Classification: B2 (If zoned single-family residential, waiver required-choose #9b)
- 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 #9a, or #9b)
**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*
Distance from nearest single-family dwelling: 25' Preliminary approval granted Yes No
Waiver Required? Yes No If yes, which waiver is required 9a or 9b
By: [Signature] Zoning Coordinator Inspection Date: 4/25/11

9. Waiver Criteria:

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

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

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

10. Is there a fence surrounding the area? If not are you requesting the Common Council waive this requirement? Yes No

Application for Temporary 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

11. 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. if you are zoned as listed on the "request to change closing hours". Check here if you have attached a request to change the closing hours to this application. 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)

[Signature]
(President/Partner/Individual)

[Signature]
(Corporate Officer/Partner)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 19 DAY OF April, 2011

[Signature]
Notary Public, My commission expires 3/15/15

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

Date Received 4/19/11 Does this application require Council to waive fence requirement (question 10)? _____
Council Date _____

#Demerit Points _____*

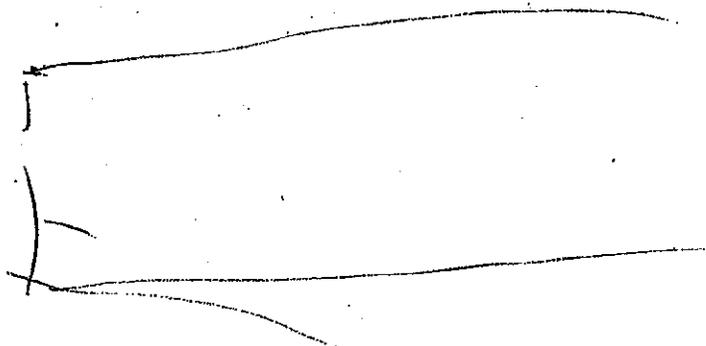
*pursuant to Section 10.063, accumulation of more than 50 demerit points shall be a basis for denial, revocation or suspension of the outdoor area.

1,25



2011

PARKING LOT



STAN'S PLACE



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

TEMPORARY OUTDOOR EXTENSION
Zoning Review

Stan's Place
1510 Washington Road

1. Subject property is not located within a residentially zoned area.
2. The property owner will be installing a tent to enclose the temporary outdoor extension area. The tent will be located 25' from the single -family dwelling located at 4045 16th Avenue.
3. The following photograph depicts the areas to be utilized for the one-day temporary extension:



North sector of parking lot and adjacent to building north wall

The area to be utilized for the temporary outdoor extension complies with City of Kenosha ordinance standards.

REVIEW CONDUCTED BY: Paula Date: 6.22.10
Paula Blise, Zoning Coordinator

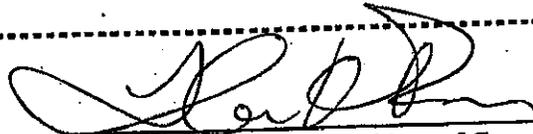
**OUTDOOR EXTENSION
CITY ORDINANCE §10.075**

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

Licensee Name Dishes to Die For, Inc.
Trade Name ty's Restaurant + Pub
Trade Address 4120-M Ave Kenosha WI 53140

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

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



(Individual/Partner/President of Corporation)

(Partner/Secretary of Corporation)

SUBSCRIBED TO AND SWORN TO BEFORE ME

THIS 11 OF ~~20~~ April, 2011

Dice S. Hoff
Notary Public

My commission expires 3/15/15

CITY OF KENOSHA
625 - 52nd Street, Room 105
Kenosha, Wisconsin 53140-3480
Phone (262)653-4020
Fax (262)653-4023
cityclerk@kenosha.org
www.kenosha.org



Michael K. Higgins
City Clerk - Treasurer

Debra L. Salas
Deputy City Clerk-Treasurer

May 3, 2011

Dishes to Die for, Inc
4120 7th Ave
Kenosha, WI 53140

Re: Application for a request to change the closing hours on the Outdoor Extension license
Location: 4120 7th Ave
Business Name: Tg's Restaurant & Pub

Dear Applicant:

Please be advised that on Monday, May 2, 2011 the City of Kenosha Common Council **deferred** action on your above referenced application. The application will be reviewed at the Common Council to be held on Monday, May 16, 2011 at 7:00 pm in Room 200.

You or a representative are requested to attend this meeting. If you should have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads 'Diane S. Hoff'. The signature is written in a cursive, flowing style.

Diane S. Hoff
License Clerk

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

NOTE: ALLOW 15 DAYS FOR PROCESSING & APPROVAL

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

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

Date of Application 4-11-11 Date of Event June - 4th

Explanation of Event 60th St. Walk + Run

1. Licensee Name Jean Campagna
(NOTE: must be same name as beer/liquor license)

2. Business Name & Address Shootis Bar

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

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

4. Date of Birth of Agent (if Corporation/LLC) or Individual 12-13-48

5. Address 3001- 60 St.

6. Driver's License Number: CS12 - 4734 8453 00
(MUST INDICATE IF THIS IS NOT A WISCONSIN DL)

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

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

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

-OVER-

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

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

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

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

SHOOTERS BAR

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

7800 24th Ave.
3001-60 St.

Applicant's Signature

Jean Campagna

Date:

11-11-11

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

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

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

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

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

§1.225 ADMINISTRATIVE CHARGE FOR PROCESSING LICENSE/PERMIT APPLICATIONS

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

APPLICATION FOR OUTDOOR AREA - CABARET
CITY OF KENOSHA

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

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

Type: 223 - ORANGE

Fee: \$50.00/application (nonrefundable)

1. Licensee Name Jan Campagna

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

2. Business Name & Address Shooter's Bar 3001 60th St

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

4. Applicant has received (or applied for this event) a cabaret license and an extension of their "Class B" Liquor and/or Class "B" Fermented Malt Beverage Licenses in accordance with Section 10.075 of the Code of General Ordinances and requests a waiver of Section 10.075 E.1 cabaret license restriction. Yes No
If answer is no, applicant does not qualify for waiver.

5. Date(s) waiver is sought June 4th

6. Hours of operation: 3-11-P.M.

7. Proposed purpose of waiver: Charity - Hospice

Applicant's Signature Jan Campagna Date: 4-15-11
(Licensee/Officer/Member/Manager/Partner/Individual)

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

Signature of District Alderman _____ Date _____

-or, if District Alderman is unavailable:

Member of Licensing/Permit Committee _____

To be completed by Clerk:

Date Received and Filed 4/15/11

Date Reported to Council _____

Date Waiver Granted _____

Date Waiver Issued _____

Initials DL

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

APPLICATION FOR YEARLY CABARET LICENSE

CITY OF KENOSHA

NOTE: ALLOW 15 DAYS FOR PROCESSING & APPROVAL

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

Type: 212-Yearly (Pink) \$300.00/Year

Date of Application 4-15-11

1. Licensee Name Jen Campagna (NOTE: must be same name as beer/liquor license)

2. Business Name & Address Shooters Bank - 3001-60 St.

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

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

4. Date of Birth of Agent (if Corporation/LLC) or Individual 12-13-48

5. Address 3001-60 St.

6. Driver's License Number: C512-4734-8953-00 (MUST INDICATE IF THIS IS NOT A WISCONSIN DL)

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

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

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

-OVER-

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

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

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

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

14. List all addresses at which you have lived in the past five (5) years:
7002 - 29th Ave

Applicant's Signature Jean Campagna Date: 4-15-11

PLEASE READ: §1.22 LICENSE/PERMIT APPLICATIONS - CODE OF GENERAL ORDINANCES
A. Prohibition It shall be unlawful for any person, acting as an individual, a partner, a corporate officer, or an agent, to execute or file with any City Department, or to authorize any person to do so on their behalf, a license or permit application which is not true, correct and/or complete in all material respects and which was known by said person to be untrue, incorrect and/or incomplete. The term "in all material respects" shall mean with respect to some fact, which, if known to the granting authority, would be a basis or a consideration for license or permit denial.
B. Penalty 1) Any person violating Subsection A. above, shall, upon conviction thereof, be subject to a forfeiture not to exceed Five Hundred (\$500) Dollars, plus the payment of the costs of prosecution, and, in default of the timely payment thereof, shall be committed to the County Jail until such forfeiture has been paid, but not to exceed a period of thirty (30) days.
2) The license or permit granting authority may grant, but withhold the issuance of, any license or permit for a period not to exceed thirty (30) days from the date of granting under circumstances wherein an application is found by the granting authority to have violated Section A. above, and the applicant was provided with an opportunity to appear before the granting authority. The granting authority may also issue a written warning to the applicant which shall be made part of their license/permit record for two (2) consecutive license/permit years.
Where such finding and penalty is made and imposed by other than the Common Council, applicant may, within ten (10) days of receipt of oral or written notice of the imposition of any such penalty, whichever is first, if both oral and written notice is provided, file a Notice of Appeal with the City Clerk and have such matter reviewed by the Common Council.

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APPLICATION FOR YEARLY CABARET LICENSE

CITY OF KENOSHA

NOTE: ALLOW 15 DAYS FOR PROCESSING & APPROVAL

245
7/1/11

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

Type: 212-Yearly (Pink) \$300.00/Year

Date of Application 4.14.11

1. Licensee Name ~~Janis A. Barnhill~~ / The Coffee Pot LLC
(NOTE: must be same name as beer/liquor license)

2. Business Name & Address The Coffee Pot 4914-7AVE

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

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

4. Date of Birth of Agent (if Corporation/LLC) or Individual 7.26.66

5. Address 3631-25 Street Kenosha WI 53144

6. Driver's License Number: B654-4216-6766-08 WI
(MUST INDICATE IF THIS IS NOT A WISCONSIN DL)

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

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

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

-OVER-

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

Yes No If yes, explain:

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

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

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

Western Management	1220 Mound Racine	02 - 03
Racine Bldg. Supply	1150 Water St.	01 - 02

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

3631-25 St Kenosha WI 53144

Applicant's Signature

Date: 4.14.2011

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

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

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

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

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

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**APPLICATION FOR YEARLY CABARET LICENSE
CITY OF KENOSHA
NOTE: ALLOW 15 DAYS FOR PROCESSING & APPROVAL**

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

Type: 212-Yearly (Pink) \$300.00/Year

Date of Application 05/22/11

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

2. Business Name & Address CLUB ICON 6305 120th AVE KENOSHA WI 53142

3. If license is in the name of a Corporation or LLC, Agent Name MICKEY JOHNSON

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

4. Date of Birth of Agent (if Corporation/LLC) or Individual 12/14/68

5. Address 22010 - 122 ST. BRISTOL WI 53104

6. Driver's License Number: ~~1525 5416~~ 8454-05 WI
(MUST INDICATE IF THIS IS NOT A WISCONSIN DL)

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

STATE # 125.07(3)(b) PENIT VAP TO LOITER ON LICENSED PREMISES -
PLEADED "NOT GUILTY" AWAITING DATE - PERSON HAD ID STATING OVER 21
HE TOSSED IT INTO THE WOODS WHEN POLICE WERE CALLED

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

SEE ABOVE

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

-OVER-

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

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

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

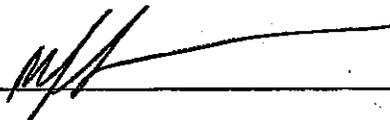
13. List the name and address of all employers for which you have worked and/or businesses you have operated in the past five (5) years:

ICON ENTERPRISES LLC 6305-120th AVE KENOSHA WI 53142 2006 - PRESENT

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

22010 - 122 ST. BRISTOL WI 53104 2001 - PRESENT

Applicant's Signature



Date:

03/22/11

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

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

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

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

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

NOTE: ALLOW 15 DAYS FOR PROCESSING & APPROVAL

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Type: 212-Yearly (Pink) \$300.00/Year

Date of Application 04/13/2011

1. Licensee Name R P Consulting, LLC
(NOTE: must be same name as beer/liquor license)

2. Business Name & Address Lotus Sports Bar, 3216 60th Street, Kenosha, WI 53144

3. If license is in the name of a Corporation or LLC, Agent Name PRITESH PATEL

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

4. Date of Birth of Agent (if Corporation/LLC) or Individual 11/29/1975

5. Address 6513 112th Avenue, Kenosha, WI 53142

6. Driver's License Number: P340-6607-5429-00
(MUST INDICATE IF THIS IS NOT A WISCONSIN DL)

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

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

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

-OVER-

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

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

Speeding violation in Illinois

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

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

Takeda Pharmaceuticals, 1 Takeda Parkway, Deerfield IL
Sears Holdings, 3333 Beverly Drive, Hoffman Estates, IL

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

6513 112th Avenue, Kenosha WI 53142

Applicant's Signature

Richard Pauer

Date:

04/13/2011

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

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

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

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Where the application fee is less than Twenty-five (\$25) Dollars, the entire application fee shall be retained by the City for administrative and processing costs.

List of No Adverse Caberets (2011-2012 Term)

LICENSEE NAME	TRADE NAME	TRADE ADDRESS
1 BINDELLI'S ADVENTURE INC	BINDELLI'S CITY ZOO	4601-7TH AVE
2 BINDELLI'S ANIMAL HOUSE INC	BINDELLI'S ANIMAL HOUSE	3322 SHERIDAN RD
3 BINDELLI'S SAFARI INC	BINDELLI'S SAFARI	2232 ROOSEVELT RD
4 CAPTAIN MIKE'S KENOSHA TAVERN LLC	CAPTAIN MIKE'S	5118-6TH AVE
5 CAROL M. SPITZER	KEITH'S-A-KENOSHA TAVERN	1402-52ND ST
6 CASA CAPRI INC	CASA CAPRI	2129 BIRCH RD
7 CAST LLC	SAZZY B	5623-6TH AVE
8 GMR ENTERTAINMENT, LLC	LA FRONTERA	6218-22ND AVE
9 COINS SPORTS BAR INC	COINS SPORTS BAR	1714-52ND ST
10 DUKE'S COUNTRY SALOON LLC	DUKE'S COUNTRY SALOON	2324-18TH ST, STE C
11 ITALIAN AMERICAN SOCIETY OF KENOSHA INC	ITALIAN AMERICAN SOCIETY OF KENOSHA	2217-52ND ST
12 MARIAH'S OF KENOSHA COUNTY, INC.	MARIAH'S NEIGHBORHOOD BAR	2724 ROOSEVELT RD
13 PJ DOGHOUSE INC	CLUBHOUSE PUB & GRILLE	2621-30TH AVE
14 SHERIDAN LANES, INC	SHERIDAN LAND	1120-80TH ST
15 SLAMMERS TAVERN LLC	SLAMMERS	6832-24TH AVE
16 TRACI PETERSON	HATTRIX	2425-60TH ST

Theatre and Amusement/Recreation Enterprise License Renewals (2011-2012 Term)

	DESCRIPTION	LICENSEE	TRADE NAME	TRADE ADDRESS
1	THEATRE	LAKESIDE PLAYERS, INC	RHODE OPERA HOUSE	514-56TH ST
2	THEATRE	CINEMARK USA	TINSEL TOWN KENOSHA	7101-70TH CT
1	AMUSEMENT/RECREATION ENTERPRISE	BACCHUS BILLIARDS LLC	ST. JAMES GATE STREET PUB	5010-7TH AVE

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

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

Check One: Original Application Renewal Application
Check One: Individual Partnership Corporation

Applicant Name: Brian D'Angelo St. James Gate St. Billiards LLC ^{Bacchus}
(Individual/Both Partners/Corporation Name)

Agent (person to assume charge of supervision of the licensed premises; must be 18 years of age or older and of good moral character) list name, residence address, day time phone number, place and date of birth: Brian D'Angelo 11-27-57 2917 Green Tree Lane Ravine 38402 OHIO ^{SPRINGFIELD}

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

Trade Name: St. James Gate St. Pub

Premise Address: 5010-7 Ave Kenosha 53140

Business Phone Number: 262-652-3595

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

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

If Corporation, list State of incorporation: _____

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

Number of Amusement Devices: 10 (2 PAY POOL TABLES) Number of Pool Tables: 1

Define all areas and rooms to be licensed: 2 ROOMS APX 25X70, BAR

AREA SOUTH ROOM - POOL TABLES AND DANCE AREA NORTH RM.

Will the premises:

a) Where in a building or structure, have at least one (1) window having a pane of transparent glass no less than one (1) square foot in size at a point of public access from which the interior of the licensed premises may be viewed? The base of said window shall be no higher than 68" from the viewed? The base of said window shall be no higher than 68" from the viewing floor. FRONT

b) Have a minimum of two (2) easily available, marked and useful exits from the building? YES

c) During hours of operation, have unlocked entrances and exits? YES

d) Have separate, clean, adequate and immediately accessible washrooms and toilets for each sex on the licensed premises? YES If not, explain location of washrooms and toilets which will serve licensed premises?

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

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

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

[Signature]
Individual/Partner/President of Corporation

Partner/Corporate Officer

Partner/Corporate Officer

Partner/Corporate Officer

Subscribed and sworn to before me this 28th day of April, 2011.

[Signature]
Notary Public

My commission expires: 3/15/15

Office Use Only

Date Received 4/28/11 [Signature] PP Checked _____

Date Granted _____

**Kenosha Police Department
Memorandum**

To Deputy City Attorney Matthew Knight
City Clerk Mike Higgins

From Assistant Chief William Brydges

Ref Renewal Amusement & Recreation Enterprise License
St. James Gate St Pub

Date May 5, 2011

Cc Sergeant John DeMario

The Kenosha Police Department has adverse recommendations for the Renewal of the Amusement & Recreation Enterprise License for Bacchus Billiards, St. James Gate St Pub, located at 5010-7th Avenue. Our records indicate that there were 41 calls for service for 5010-7th Avenue, from January 1, 2010 through May 5, 2011.

Below is a summary of those calls for service:

<u>Number of Calls</u>	<u>Violation</u>
13	Loud Music
4	Disorderly Conduct
4	Alarm
4	Disorderly Conduct/Fight in Public
4	Battery
4	Fight Follow-Up
2	Suspicious/Trouble Unknown
1	Liquor Law
1	Threats/Intimidation
1	Runaway
1	DC/Tavern Disturbance
1	Additional Patrol
1	See Complainant

Due to these factors, the renewal of the Amusement & Recreation Enterprise License for this business warrants an adverse recommendation.

Assistant Chief William Brydges
Assistant Chief William Brydges

APPLICATION FOR AMUSEMENT AND RECREATION
ENTERPRISE SUPERVISOR LICENSE

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

Type: 123

Fee: \$25.00

Expires: May 31st

Check One: Original Application Renewal Application

PLEASE PRINT

Name David W Koehler

Address 6110 38TH AVE

Date of Birth 4-26-1974

(must be at least 18 years of age)

Home Phone 1-262-653-1257

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

FINNCEYS Lounge

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

Applicant's Signature David W Koehler

Date 4-18-11

Subscribed and Sworn to before me this
18th day of April, 2011.

Dave S. Hoff
Notary Public

My Commission Expires 3/15/15

FOR OFFICE USE ONLY

License # TC-07

Clerk Initials AKW

Date Received/Filed 4/18/11

Date License Granted by Council _____

Type 85

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



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

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

1. Name Christine Beth DVM
2. Address 2217 23rd Ave
3. Drivers License Number B300-1137-7670-01
4. Phone Number 262-909-3778
5. Number of dogs* 5 Number of cats — (limit of up to five (5) dogs, cats or combination thereof. *Working dogs such as service dogs, medical alert dogs and certified therapy dogs are not included in the pet limit calculation. However, they must remain licensed in the City.
6. Are there any working, service, medical alert or certified therapy dogs included in #5? If so, please attach accreditation. Check here if attached
7. Attach proof of current dog and/or cat licenses. Check here if attached
8. Do you currently have, or have you had within the past two (2) years, a conviction for animal cruelty, neglect or mistreatment of an animal? no yes
If yes, please explain _____

Christ Beth
Signature of Applicant

4/27/11
Date

For Office Use Only

DS 4/27/11
Clerk's Initials/Date Received

Date Granted by Licensing/Permit Committee

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

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

Check One: Original Application Renewal Application
Check One: Individual Partnership Corporation

Applicant Name: DJ Miller Investment Inc D/B/A Monkey Joe's
(Individual/Both Partners/Corporation Name)

Agent (person to assume charge of supervision of the licensed premises; must be 18 years of age or older and of good moral character) list name, residence address, day time phone number, place and date of birth:
DONNA M MILLER 15899 88th ST 262-764-3866 New Jersey 8-19-62

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

Trade Name: Monkey Joe's
Premise Address: 4237 Green Bay RD
Business Phone Number: 262-764-3866

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

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

If Corporation, list State of incorporation: WISCONSIN

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

DONNA M MILLER - President 15899 88th ST Bristol WI 53704
262-764-3866 New Jersey 8-19-62

Number of Amusement Devices: _____ Number of Pool Tables: 0

Define all areas and rooms to be licensed: _____

Will the premises:

a) Where in a building or structure, have at least one (1) window having a pane of transparent glass no less than one (1) square foot in size at a point of public access from which the interior of the licensed premises may be viewed? The base of said window shall be no higher than 68" from the viewed? The base of said window shall be no higher than 68" from the viewing floor. yes

b) Have a minimum of two (2) easily available, marked and useful exits from the building? _____

c) During hours of operation, have unlocked entrances and exits? yes

d) Have separate, clean, adequate and immediately accessible washrooms and toilets for each sex on the licensed premises? yes If not, explain location of washrooms and toilets which will serve licensed premises?

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

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

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

Donna M Miller

Individual/Partner/President of Corporation

Partner/Corporate Officer

Partner/Corporate Officer

Partner/Corporate Officer

Subscribed and sworn to before me this 22nd day of April, 2011.

Notary Public Jacqueline Redlin
state of W.I. county of Kenosha
My commission expires: 8/15/2012



Office Use Only

Date Received 5/11/11

PP Checked _____

Date Granted _____

APPLICANT'S REPORT - POLICE RECORD

Name DONNA M Miller

Address 15899 88th St Bristol WI

Date of Birth 8-19-61

License/Permit Applied For Amusement License
53104

Driver's License Number _____

(MUST INDICATE IF THIS IS NOT A WISCONSIN DL)

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

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

NO

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

NO

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

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

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

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

committed or alleged to be committed, and disposition:

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

Merrill Lynch
440 S Lasalle
Chicago IL 60605

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

15899 88th ST
Bristol WI 53104

Applicant's Signature

Donna M. Miller

Date

5-11-11

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

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

B. Penalty

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

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

§1.225 ADMINISTRATIVE CHARGE FOR PROCESSING LICENSE/PERMIT APPLICATIONS

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

**KENOSHA POLICE DEPARTMENT
MEMORANDUM**

TO : CITY CLERK MIKE HIGGINS
FROM : ASSISTANT CHIEF WILLIAM BRYDGES
SUBJECT : RENEWAL
AMUSEMENT & RECREATION ENTERPRISE LICENSE

NO ADVERSE RECOMMENDATIONS

DATE : MAY 12, 2011

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

AGENT: DONNA M. MILLER
DOB 08-19-1962

TRADE NAME: MONKEY JOE'S
4237-GREEN BAY ROAD

For your information.

ASSISTANT CHIEF WILLIAM BRYDGES
WB:ka

DRAFT 03.23.11

03.28.11 L/P COMMITTEE

05.09.11 L/P COMMITTEE

BY: THE COMMITTEE ON LICENSING/PERMITS

**TO REPEAL AND RECREATE SUBSECTIONS J.3,
J.4, J.5 AND J.9 OF SECTION 13.02 OF THE CODE OF
GENERAL ORDINANCES REGARDING PAWNBROKER
AND DEALER REQUIREMENTS**

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

Section One: Subsections J.3, J.4, J.5 and J.9 of Section 13.02 of the Code of

General Ordinances for the City of Kenosha, Wisconsin, are hereby repealed and recreated as follows:

3. Records.

a. Except as provided in §b., for each transaction of purchase, receipt or exchange of any secondhand article or secondhand jewelry from a customer, a pawnbroker, secondhand article dealer or secondhand jewelry dealer shall:

(1) Require the customer to complete and sign, in ink, the appropriate form provided by the City of Kenosha or the Department of Agriculture. No entry on such form may be erased, mutilated or changed. The pawnbroker, secondhand article dealer or secondhand jewelry dealer shall retain an original and a duplicate of each form for not less than one (1) year after the date of the transaction except as provided in ¶5., and during that period shall make the duplicate available to any law enforcement officer for inspection at any reasonable time.

~~(2) Require the customer to provide a fingerprint impression, in ink, in the appropriate location on the form provided by the City of Kenosha or Department of Agriculture. No impression on such form may be erased, mutilated or changed.~~

(3) Take a color photograph, a digital image or a video recording of:

- (a) Each customer involved in a billable transaction.
- (b) Every item pawned or sold.

If a photograph is taken, it must be at least two inches in length by two inches in width and must be maintained in such a manner that the photograph can be readily matched and correlated with all other records of the transaction to which they relate. Such photographs must be available to the Chief of Police, or the Chief's designee, upon request. The major portion of the photograph must include an identifiable facial image of the person who pawned or sold the item. Items photographed must be accurately depicted.

If a digital image is taken, it must be in a format specified by the police department, electronically cross-referenced to the reportable transaction they are associated with. Such images must be available to the Chief of Police, or the Chief's designee, upon request. The major portion of the image must include an identifiable facial image of the person who pawned or sold the item. Items recorded by digital image must be accurately depicted.

If a video photograph is taken, the video camera must focus on the person pawning or selling the

item so as to include an identifiable image of that person's face. Video recordings must be available to the Chief of Police, or the Chief's designee, upon request. Items photographed by video must be accurately depicted. Video photographs must be electronically referenced by time and date so they can be readily matched and correlated with all other records of the transaction to which they relate.

Photographs, digital images and video recordings shall be retained by the pawnbroker, secondhand article dealer or secondhand jewelry dealer for not less than one (1) year after the date of the transaction.

The Licensee must inform the person that he or she is being photographed and/or videotaped by displaying a sign of sufficient size in a conspicuous place on the premises.

b. For every secondhand article consigned to the secondhand article dealer for sale on the secondhand article dealer's premises, the secondhand article dealer shall keep a written inventory. In this inventory the secondhand article dealer shall record the name and address of each customer, the date, time and place of the transaction and a detailed description of the article which is the subject of the transaction. The customer shall sign his or her name, address and telephone number on a declaration of ownership of the secondhand article identified in the inventory and shall state that he or she owns the secondhand article. The secondhand article dealer shall retain an original and a duplicate of each entry and declaration of ownership relating to the purchase, receipt or exchange of any secondhand article for not less than one (1) year after the date of the transaction except as provided for in ¶5., and shall make duplicates of the inventory and declarations of ownership available to any law enforcement officer for inspection at any reasonable time.

4. Holding Period.

a. Except as provided in §~~e.d. and f.~~, any secondhand article or secondhand jewelry purchased or received by a pawnbroker shall be kept on the pawnbroker's premises or other place for safekeeping for not less than thirty (30) days after the date of purchase or receipt, unless the person known by the pawnbroker to be the lawful owner of the secondhand article or secondhand jewelry recovers it.

b. Except as provided in §~~e.d. and f.~~, any secondhand article purchased or received by a secondhand article dealer shall be kept on the secondhand article dealer's premises or other place for safekeeping for not less than ~~thirty~~twenty-one (2021) days after the date of purchase or receipt.

c. Except as provided in §~~e.d. and f.~~, any secondhand jewelry purchased or received by a secondhand jewelry dealer shall be kept on the secondhand jewelry dealer's premises or other place for safekeeping for not less than ~~thirty~~twenty-one (2021) days after the date of purchase or receipt.

d. If a pawnbroker, secondhand article dealer, or secondhand jewelry dealer is required to submit a report under par. (5) concerning a secondhand article or secondhand jewelry purchased or received by the pawnbroker, secondhand article dealer, or secondhand jewelry dealer and the report is required to be submitted in an electronic format, the secondhand article or secondhand jewelry shall be kept on the pawnbroker's, secondhand article dealer's or secondhand jewelry dealer's premises or other place for safekeeping for not less than ~~seven (7)~~ fifteen (15) days after the report is submitted.

de. During the period set forth in §§~~a., b., or c. or d.~~, the secondhand article or secondhand jewelry shall be held separate and apart and may not be altered in any manner. The pawnbroker, secondhand article dealer or secondhand jewelry dealer shall permit any law enforcement officer to inspect the secondhand article or secondhand jewelry during this period. Within twenty-four (24) hours after a written request of a law enforcement officer during this period, a pawnbroker, secondhand article

dealer or secondhand jewelry dealer shall make available for inspection any secondhand article or secondhand jewelry which is kept off the premises for safekeeping. Any law enforcement officer who has reason to believe any secondhand article or secondhand jewelry was not sold or exchanged by the lawful owner may direct a pawnbroker, secondhand article dealer or secondhand jewelry dealer to hold that secondhand article or secondhand jewelry for a reasonable length of time which the law enforcement officer considers necessary to identify it.

ef. Sections a. to d. do not apply to any to any of the following:

- (1) A coin of the United States, any gold or silver coin or gold or silver bullion.
- (2) A secondhand article or secondhand jewelry consigned to a pawnbroker, secondhand article dealer or secondhand jewelry dealer.

5. Report To Law Enforcement Agency.

a. Within twenty-four (24) hours after purchasing or receiving a secondhand article or secondhand jewelry, a pawnbroker, secondhand article dealer or secondhand jewelry dealer shall make available, for inspection by a law enforcement officer, the original form completed under ¶3.a. or the inventory under ¶3.b., whichever is appropriate.

b. Every pawnbroker, secondhand article dealer or secondhand jewelry dealer shall, within seven(7) days after receiving the secondhand article or secondhand jewelry, send to the Chief of Police a photocopy of the original form completed under ¶3.a.

c. Notwithstanding §19.35(1), Wisconsin Statutes, a law enforcement agency receiving the original form or inventory or a declaration of ownership may disclose it only to another law enforcement agency.

d. ~~NEWPRS-~~ Effective no later than sixty (60) days after the police department provides a pawnbroker, secondhand article dealer, or secondhand jewelry dealer with the current version of the North East Wisconsin Property Recovery System (NEWPRS) software utilized by the police department, a pawnbroker, secondhand article dealer, or secondhand jewelry dealer must submit every reportable transaction to the police department daily by transferring it electronically to the police department in the manner from their computer to the web server via modem designated by the Kenosha Police Department. All required records must be transmitted completely and accurately after the close of business each day in accordance with the standards and procedures established by the police department.

(1) The pawnbroker, secondhand article dealer or secondhand jewelry dealer must display a sign of sufficient size in a conspicuous place on the premises, which informs all patrons that all transactions are reported daily to the police department.

(2) If a pawnbroker, secondhand article dealer or secondhand jewelry dealer is unable to successfully transfer the required reports electronically by modem, the pawnbroker, secondhand article dealer or secondhand jewelry dealer must provide the police department with printed copies of all reportable transactions by 12:00 noon the next business day.

(3) If the problem is determined to be in the pawnbroker's, secondhand article dealer's or secondhand jewelry dealer's system and is not corrected by the close of the first business day following the failure, the pawnbroker, secondhand article dealer or secondhand jewelry dealer must provide the required reports as required by this Ordinance, and shall be charged a daily reporting failure fee of \$10.00 until the error is corrected; or, if the problem is determined to be outside the pawnbroker's, secondhand article dealer's or secondhand jewelry dealer's system, the pawnbroker, secondhand article dealer or secondhand jewelry dealer must provide the required reports pursuant to the Ordinance and resubmit all such transactions electronically via modem when the error is corrected.

(4) Regardless of the cause or origin of the technical problems that prevented the pawnbroker,

secondhand article dealer or secondhand jewelry dealer from uploading the reportable transactions, upon correction of the problem, the pawnbroker, secondhand article dealer or secondhand jewelry dealer shall upload every reportable transaction from every business day the problem has existed.

(5) The provisions of this section notwithstanding, the police department may, upon presentation of extenuating circumstances, delay the implementation of the daily reporting penalty.

6. Exception For Customer Return Or Exchange.

Nothing in this Subsection applies to the return or exchange, from a customer to a secondhand article dealer or secondhand jewelry dealer, of any secondhand article or secondhand jewelry purchased from the secondhand article dealer or secondhand jewelry dealer.

7. Altered Serial Number. No pawnbroker, secondhand article dealer or secondhand jewelry dealer may receive any item of property that possesses an altered or obliterated serial number or operation identification number or any item of property that has had its serial number removed.

8. Business at Only One Place. A License under this chapter authorizes the Licensee to carry on its business only at the permanent place of business designated in the License. However, upon written request, the Chief of Police, or the Chief's designee, may approve an off-site locked and secured storage facility. The Licensee shall permit an inspection of the facility in accordance with this Chapter. All provisions of this Chapter regarding record keeping and reporting apply to the facility and its contents. Property shall be stored in compliance with all provisions of the city code. The Licensee must either own the building in which the business is conducted, and any approved off-site storage facility, or have a lease on the business premises that extends for more than six (6) months.

9. ~~Waiting Period.~~ Payment.

a. All payments made by a pawnbroker who lends money on the deposit or pledge of any article or jewelry or who purchases any article or jewelry shall be made by check or automated clearing house.

~~a. When a pawnbroker lends money on the deposit or pledge of any article or jewelry, or purchases any article or jewelry he or she may not complete payment on the transaction until seventy-two (72) hours have elapsed from the time that the pawnbroker has received the article or jewelry. All payments made by the pawnbroker shall be made by check or money order.~~

b. All payments made by a secondhand article dealer or secondhand jewelry dealer for the purchase of any article or jewelry shall be made by check or automated clearing house.
~~b. When a Secondhand Article Dealer or Secondhand Jewelry Dealer purchases any article or jewelry he or she may not complete payment on the transaction until seventy-two hours have elapsed from the time that the Secondhand Article Dealer or Secondhand Jewelry Dealer has received the article or jewelry. All purchases made by the Secondhand Article Dealer or Secondhand Jewelry Dealer shall be made by check or money order.~~

Section Two:

This Ordinance shall become effective upon passage and

publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

ORDINANCE NO. _____

To be amended by sponsor
at CC Meeting. 5/16/11

BY: ALDERPERSON ROCCO LAMACCHIA, SR.

**TO CREATE SUBSECTION 10.05 K. OF THE CODE OF GENERAL
ORDINANCES REGARDING LIMITATION ON SALE OF
INDIVIDUAL CONTAINERS OF FERMENTED MALT BEVERAGES**

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

Section One: Subsection 10.05 K. of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby created as follows:

K. Limitation on Sale of Individual Containers of Fermented Malt Beverages.

No establishment or licensee licensed pursuant to and subject to this Chapter shall permit the retail sale of individual containers of fermented malt beverages less than ~~twenty~~ twelve ~~(2012)~~ fluid ounces other than at room temperature for consumption off the licensed premises.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney

ORDINANCE NO. _____

DRAFT 02/17/11

BY: ALDERPERSON ROCCO LAMACCHIA, SR.

TO CREATE SUBSECTION 10.05 K. OF THE CODE OF GENERAL ORDINANCES REGARDING LIMITATION ON SALE OF INDIVIDUAL CONTAINERS OF FERMENTED MALT BEVERAGES

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

Section One: Subsection 10.05 K. of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby created as follows:

K. Limitation on Sale of Individual Containers of Fermented Malt Beverages.

No establishment or licensee licensed pursuant to and subject to this Chapter shall permit the retail sale of individual containers of fermented malt beverages less than twenty (20) fluid ounces for consumption off the licensed premises.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney

ORDINANCE NO. _____

BY: ALDERPERSON JESSE L. DOWNING

**TO REPEAL AND RECREATE SUBSECTION 10.05 J.
OF THE CODE OF GENERAL ORDINANCES REGARDING
DRIVE THROUGH WINDOW REGULATION**

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

Section One: **10.05 J.** of the Code of General Ordinances for the City of Kenosha,

Wisconsin, is hereby repealed and recreated as follows:

J. Drive Through Window Regulation.

1. Applicability. This Subsection shall apply to all establishments licensed pursuant to, and all licensees subject to this Chapter that provide retail sales of alcohol beverages through any opening connecting the interior of a structure to the exterior of a structure.

2. Still-Photo Camera Requirement. All establishments subject to this Subsection shall have a camera or cameras in operation at all times that sales are made through an opening that connects the interior of the structure to the exterior of the structure, that photographs the driver of the motor vehicle in which the patron is situated at the time of sale, ~~all passengers in the motor vehicle,~~ and the license plate of the motor vehicle.

3. Video/Audio Camera. In addition to the requirement of Paragraph 2, all establishments subject to this Subsection shall have at least one (1) camera in operation at all times that sales are made through an opening that connects the interior of the structure to the exterior of the structure, capable of recording in video and audio format the interaction between the seller of the alcohol beverage and the purchaser of the alcohol beverage.

4. Operation. The licensed operator responsible for the sale of alcohol beverages made through an opening that connects the interior of the structure with the exterior of the structure shall assure cameras required under Paragraphs 2 and 3 herein are in operation at all times that sales are made.

5. Maintain Records. All image and audio recordings made pursuant to this Section shall be maintained by the licensee of the establishment licensed pursuant to this Chapter, for a period of no less than ~~four (4) years~~ ninety (90) days, organized in a manner allowing for retrieval and copying at the request of a law enforcement officer.

6. Signage. All establishments subject to this Section shall have signs informing patrons of the following:

- a. They and their passengers are subject to being photographed.
- b. It is illegal for the purchaser of alcohol beverages to consume alcohol beverages or maintain alcohol in opened packages, on public thoroughfares or in the parking lot of the licensed establishments.

Section Two:

This Ordinance shall become effective upon passage and publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

ORDINANCE NO. _____

BY: ALDERPERSON JESSE L. DOWNING

**TO REPEAL AND RECREATE SUBSECTION 10.05 J.
OF THE CODE OF GENERAL ORDINANCES REGARDING
DRIVE THROUGH WINDOW REGULATION**

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

Section One: **10.05 J.** of the Code of General Ordinances for the City of Kenosha,

Wisconsin, is hereby repealed and recreated as follows:

J. Drive Through Window Regulation.

1. Applicability. This Subsection shall apply to all establishments licensed pursuant to, and all licensees subject to this Chapter that provide retail sales of alcohol beverages through any opening connecting the interior of a structure to the exterior of a structure.

2. Still-Photo Camera Requirement. All establishments subject to this Subsection shall have a camera or cameras in operation at all times that sales are made through an opening that connects the interior of the structure to the exterior of the structure, that photographs the driver of the motor vehicle in which the patron is situated at the time of sale and the license plate of the motor vehicle.

3. Video/Audio Camera. In addition to the requirement of Paragraph 2, all establishments subject to this Subsection shall have at least one (1) camera in operation at all times that sales are made through an opening that connects the interior of the structure to the exterior of the structure, capable of recording in video and audio format the interaction between the seller of the alcohol beverage and the purchaser of the alcohol beverage.

4. Operation. The licensed operator responsible for the sale of alcohol beverages made through an opening that connects the interior of the structure with the exterior of the structure shall assure cameras required under Paragraphs 2 and 3 herein are in operation at all times that sales are made.

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

6. Signage. All establishments subject to this Section shall have signs informing patrons of the following:

- a. They and their passengers are subject to being photographed.
- b. It is illegal for the purchaser of alcohol beverages to consume alcohol beverages or maintain alcohol in opened packages, on public thoroughfares or in the parking lot of the licensed establishments.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

City Plan Division 625 52 nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	April 21, 2011	Item 1
To Create Subsection 3.12 E. of the Zoning Code for the City of Kenosha Regarding Class "A", "Class A" License Locations. PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: City-Wide

NOTIFICATIONS/PROCEDURES:

The item was approved by the Licensing & Permit Committee on March 28, 2011 and will return to that Committee for approval of revisions. The Common Council is the final review authority.

ANALYSIS:

- The proposed Ordinance would require that a Class "A" Beer License business be at least one half (1/2) mile or 2,640 feet from another Class "A" business.
- The proposed Ordinance would also require that a "Class A" Liquor License business be at least one (1) mile or 5,280 feet from another "Class A" business.
- The Ordinance was drafted by the City Attorney's office.
- The Ordinance was deferred at the March 24, 2011 and April 7, 2011 meetings for review of questions from the Commissioners regarding the implementation of the Ordinance. The Ordinance, as originally drafted, would not allow for a license to be transferred unless the spacing requirement was met. Any relief to the Ordinance would require a variance from the Zoning Board of Appeals.
- The City Attorney made a recommendation to revise the language to allow transfers at an existing location. A recommendation was also made to allow the Common Council to grant special exceptions to the spacing requirements. Criteria to grant a special exception is included.

RECOMMENDATION:

This is for Commission review and recommendation.



Rich Schroeder, Assistant City Planner
/u2/facct/cp/ckays/1CPC/2011/Apr21/fact-zo-312E-040711.odt

Jeffrey B. Labahn, Director of City Development

BY: ALDERPERSON JESSE L. DOWNING

TO CREATE SUBSECTION 3.12 E. OF THE ZONING CODE FOR
THE CITY OF KENOSHA REGARDING CLASS "A", "CLASS A"
LICENSE LOCATIONS.

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

Section One: Subsection 3.12 E. of the Zoning Code for the City of Kenosha,

Wisconsin, is hereby created as follows:

E. Class "A", "Class A" License Locations.

1. Intent and Purpose. The proliferation and clustering of Class "A" Beer and "Class A" Liquor Licenses as detailed by Chapter 10 of the Code of General Ordinances in limited areas within the City creates an undesirable image of the vitality of the commercial districts and the community as a whole. A high density of licensed establishments within close proximity can result in negative impacts to the adjacent and surrounding residential areas where such businesses may be located. Because there are a limited amount of Licenses available the City desires to ensure that the entire community is subject to service.

2. Location.

a. No Class "A" License shall be located within 2,640 feet of any other City issued Class "A" License, unless the proposed location held a Class "A" License within the three hundred sixty-five (365) days preceding the application.

b. No "Class A" License shall be located within 5,280 feet of any other City issued "Class A" License, unless the proposed location held a "Class A" License within the three hundred sixty-five (365) days preceding the application.

c. Standards of Measurement. The distances identified in this Section shall be measured in a straight line, without regard to intervening structures or objects from the closest point of the structure proposed for occupancy by the licensed Class "A" or "Class A" business, whichever is applicable, to the nearest point of the structure licensed from which the proposed License is to be separated.

d. Special Exceptions.

(1) Procedure. Upon written determination of the Department of City Development that the proposed location for a new Class "A" or "Class A" License is prohibited pursuant the provisions of §3.12 E.2., a special exception request from the terms of §3.12 E.2. may be made in writing to the Department of City Development. The Common Council is designated the authority for granting a special exception from the requirements of §3.12 E.2. The City Plan Commission shall review each request for a special exception and after public hearing make a recommendation to the Common Council. Any special exception granted shall be considered unique the project and will not set any precedent for future decisions. The special exception shall be limited to the terms of §3.12 E.2. and provides no licensing rights to the applicant. An applicant must qualify for a license pursuant to Wis. Stats. Chapter 125 and Chapter 10 of the Code of General Ordinances, City of Kenosha.

(2) Criteria. The City consider granting a special exception from the terms of §3.12 E.2. if:

(a) Whether the proposed development will have a substantial positive impact upon the surrounding properties, neighborhood within 5,280 feet of the development and the City of Kenosha.

(b) Whether the proposed development will have a significant, positive influence on the City economy;
and,

(c) Whether the proposed development is compatible with the overall purpose of the land use and consistent with the City and neighborhood plans.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

City Plan Division 625 52 nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	April 21, 2011	Item 3
To Repeal and Recreate Section 16.03 A.7 and Section 16.11 of the Zoning Ordinance regarding administration, special exceptions and appeals regarding the fence code. PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: City-Wide

NOTIFICATIONS/PROCEDURES:

The Common Council is the final review authority.

ANALYSIS:

- The proposed Ordinance would require that exceptions to the Fence Ordinance be granted by the Common Council rather than the Zoning Board of Appeals.
- Any variances to the Fence Ordinance would still require an approval by the Zoning Board of Appeals.

RECOMMENDATION:

This is for Commission review and recommendation.



Rich Schroeder, Assistant City Planner
/u2/acct/cp/ckays/1CPC/2011/Apr21/fact-zo-1603A7-fence.odt

Jeffrey B. Labahn, Director of City Development

ZONING ORDINANCE NO. _____

DRAFT 04.05.11

BY: THE MAYOR

**TO REPEAL AND RECREATE PARAGRAPH 16.03 A.7 AND
SECTION 16.11 OF THE ZONING ORDINANCE REGARDING
ADMINISTRATION, SPECIAL EXCEPTIONS AND APPEALS
REGARDING THE FENCE CODE**

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

Section One: Paragraph 16.03 A.7 of the Zoning Ordinance for the City of

Kenosha, Wisconsin is hereby repealed and recreated as follows:

16.03 FENCE INSTALLATION

A. General Requirements. No Fence shall be installed, except in strict compliance with this Ordinance, site specific permit conditions, and the following requirements:

7. The height of walls and Fences shall be measured vertically from the finished grade on the exterior side of the Fence. Raising the finished grade by placing fill solely for the purpose of adding additional height to a Fence is prohibited. If a Fence is placed on a berm, the berm shall be included in the height of the fence and the height shall be measured vertically from the base of the berm, unless said Fence is approved in conjunction with a Conditional Use Permit/Site Plan Review, or an exception is granted by the ~~Zoning Board of Appeals~~ Common Council.

Section Two: Section 16.11 of the Zoning Ordinance for the City of Kenosha,

Wisconsin, is hereby repealed and recreated as follows:

16.11 ADMINISTRATION, SPECIAL EXCEPTIONS AND APPEALS

A. Administration. It shall be the duty of the Zoning Administrator to administer and enforce this Ordinance.

B. Special Exceptions. Upon application for a Special Exception, the ~~Zoning Board of Appeals~~ Common Council may, after investigation and public hearing, grant a Special Exception from the terms of Section 16.03 of this Ordinance where such Special Exception will not be contrary to the spirit and purpose of this Ordinance, and where a Special Exception will do substantial justice.

C. Appeals. An aggrieved person adversely affected by the denial of a permit or decision, determination or interpretation under ~~this Section 16 of the~~ Ordinance by the Zoning Administrator may appeal such denial, decision, determination or interpretation to the ~~Zoning Board of Appeals~~ Common Council.

D. Application Procedure.

1. Any application for a Special Exception shall be taken within 30 days from denial letter by application on forms provided by the Zoning Administrator. The application must be filed with the Zoning Administrator. In order to be accepted for filing, the application must be accompanied by a receipt from the City Clerk/Treasurer indicating payment of the fee established therefore by the Common Council, from time to time, by resolution.

2. Any application for an ~~Special Exception or~~ Appeal shall be taken pursuant to the procedure set forth in Section 9.07 of the Zoning Ordinance.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

ZONING ORDINANCE NO. _____

BY: THE MAYOR

TO REPEAL AND RECREATE PARAGRAPH 16.03 A.7 AND SECTION 16.11 OF THE ZONING ORDINANCE REGARDING ADMINISTRATION, SPECIAL EXCEPTIONS AND APPEALS REGARDING THE FENCE CODE

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

Section One: Paragraph 16.03 A.7 of the Zoning Ordinance for the City of

Kenosha, Wisconsin is hereby repealed and recreated as follows:

16.03 FENCE INSTALLATION

A. General Requirements. No Fence shall be installed, except in strict compliance with this Ordinance, site specific permit conditions, and the following requirements:

7. The height of walls and Fences shall be measured vertically from the finished grade on the exterior side of the Fence. Raising the finished grade by placing fill solely for the purpose of adding additional height to a Fence is prohibited. If a Fence is placed on a berm, the berm shall be included in the height of the fence and the height shall be measured vertically from the base of the berm, unless said Fence is approved in conjunction with a Conditional Use Permit/Site Plan Review, or an exception is granted by the Common Council.

Section Two: Section 16.11 of the Zoning Ordinance for the City of Kenosha,

Wisconsin, is hereby repealed and recreated as follows:

16.11 ADMINISTRATION, SPECIAL EXCEPTIONS AND APPEALS

A. Administration. It shall be the duty of the Zoning Administrator to administer and enforce this Ordinance.

B. Special Exceptions. Upon application for a Special Exception, the Common Council may, after investigation and public hearing, grant a Special Exception from the terms of Section 16.03 of this Ordinance where such Special Exception will not be contrary to the spirit and purpose of this Ordinance, and where a Special Exception will do substantial justice.

C. Appeals. An aggrieved person adversely affected by the denial of a permit or decision, determination or interpretation under Section 16 of the Ordinance by the Zoning Administrator may appeal such denial, decision, determination or interpretation to the Common Council.

D. Application Procedure.

1. Any application for a Special Exception shall be taken within 30 days from denial letter by application on forms provided by the Zoning Administrator. The application must be filed with the Zoning Administrator. In order to be accepted for filing, the application must be accompanied by a receipt from the City Clerk/Treasurer indicating payment of the fee established therefore by the Common Council, from time to time, by resolution.

2. Any application for an Appeal shall be taken pursuant to the procedure set forth in Section 9.07 of the Zoning Ordinance.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**To Specially Assess Certain Parcels of Property
for Boarding and Securing**

BE IT RESOLVED, that special assessments for boarding and securing during 2011, in the total amount of **\$1,084.36**, be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2011.

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, City Clerk-Treasurer
Michael J. Higgins

Drafted by:
Department of Neighborhood Services and Inspections

/saz

ADMIN. FEE CHARGE TOTAL ASSESSMENT

PARCEL NUMBER LOT \$100.00 \$168.12 \$268.12
08-222-35-478-003-0

PROPERTY ADDRESS
FERNANDO & LUCY GALLEGOS
4119 056 ST

MAIL TO ADDRESS
FERNANDO & LUCY GALLEGOS
4119 56TH ST
KENOSHA, WI 53144-2561

LEGAL DESCRIPTION
LOT 61 DAVIS MODEL HOMES SUB
PT OF SE 1/4 SEC 35 T 2 R 22
V1468 P967
DOC#1043360
DOC#1297819

PARCEL NUMBER LOT \$100.00 \$60.00 \$160.00
08-222-35-478-003-0

PROPERTY ADDRESS
FERNANDO & LUCY GALLEGOS
4119 056 ST

MAIL TO ADDRESS
FERNANDO & LUCY GALLEGOS
4119 56TH ST
KENOSHA, WI 53144-2561

LEGAL DESCRIPTION
LOT 61 DAVIS MODEL HOMES SUB
PT OF SE 1/4 SEC 35 T 2 R 22
V1468 P967
DOC#1043360
DOC#1297819

PARCEL NUMBER	LOT	ADMIN. FEE	CHARGE	TOTAL ASSESSMENT
12-223-31-130-004-0		\$100.00	\$384.12	\$484.12

PROPERTY ADDRESS
 PATRICIA TURNER
 4622 010 AV

MAIL TO ADDRESS
 PATRICIA TURNER
 4622 10TH AVE
 KENOSHA, WI 53140-3308

LEGAL DESCRIPTION
 PT OF LOT 9 COM AT SE COR OF B
 60 BELTING'S SUB NE 1/4 SEC 31
 T 2 R 23 N 53 FT W 132FT SE'LY
 TO N LINE OF 47TH ST E 123.85
 FT TO BEG

12-223-31-331-009-0		\$100.00	\$72.12	\$172.12
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PROPERTY ADDRESS
 HSBC BANK USA
 2006 054 ST

MAIL TO ADDRESS
 HSBC BANK USA
 SASCO 2008-RF-1
 FORT MILL, SC 29715

LEGAL DESCRIPTION
 E 41 FT OF LOT 7 & W 9 FT OF
 LOT8 B 5 BAIN'S SUB BEING PT
 OF SW 1/4 SEC 31 T 2 R 23
 V 1592 P 917
 V 1605 P 772
 V1705 P11
 DOC#1186455
 DOC#1643936

STREET TOTAL		4.00	\$1,084.36	
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PAGE 2

GRAND TOTALS	PARCELS	4	FOOTAGE	4.000	TOTAL COST	\$1,084.36
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PAGE 3

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

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

BE IT RESOLVED, that special assessments for reinspection fees during 2011, in the total amount of **\$1,840.00**, be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2011

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, City Clerk-Treasurer
Michael J. Higgins

Drafted by:
Department of Neighborhood Services and Inspections

/saz

	ADMIN. FEE	INSPC. FEE	TOTAL ASSESSMENT
PARCEL NUMBER LOT	\$100.00	\$360.00	\$460.00

11-223-30-451-012-0

PROPERTY ADDRESS
DALE NEHLS LC
716 043 ST

MAIL TO ADDRESS
DALE NEHLS
714 43RD ST
KENOSHA, WI 53140-5700

LEGAL DESCRIPTION

PT OF B 29 SE 1/4 SEC 30 T 2 R
23 COM ON N LINE OF 43RD ST
172 FT W OF SE COR OF B TH N
109 FT W 40FT S 109 FT E 40 FT
TO BEG

PARCEL NUMBER LOT	\$100.00	\$360.00	\$460.00
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11-223-30-451-013-0

PROPERTY ADDRESS
DALE A NEHLS
714 043 ST

MAIL TO ADDRESS
DALE A NEHLS
714 43RD ST
KENOSHA, WI 53140-5700

LEGAL DESCRIPTION

PT OF BLK 29 SE 1/4 SEC 30 T 2
R23 COM 8 RDS W OF SE COR OF B
TH N 9 RDS W 33 FT S 39 1/2 FT
W 7 FT S 110 FT E 40 FT TO BEG
DOC#1217980

ADMIN. FEE	INSPC. FEE	TOTAL ASSESSMENT
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PARCEL NUMBER	LOT	\$100.00	\$360.00	\$460.00
12-223-31-141-005-0				

PROPERTY ADDRESS
MARY DEMET
4611 008 AV

MAIL TO ADDRESS
MARY DEMET
2808 OREGON ST
RACINE, WI 53405

LEGAL DESCRIPTION
PT OF LOTS 2 & 3 BLK 63 ORIGINAL
TOWN SOUTHPORT PT NE 1/4 SEC 31
T 2 R 23 BEG ON E LINE 8TH AVE
132 FT S OF S LINE 46TH ST TH E
98.3 FT N 8FT W 37.8 FT N 31 FT
W 60.5 FT S 39 FT TO BEG
V 1548 P 144
V 1633 P 132
DOC #1255097
DOC #1326540
DOC #1363896
DOC #1435724
DOC#1434769 NOTE
DOC#1500946

PARCEL NUMBER	LOT	\$100.00	\$360.00	\$460.00
12-223-31-384-013-0				

PROPERTY ADDRESS
FINE PROPERTIES LLC
5907 018 AV

MAIL TO ADDRESS
FINE PROPERTIES LLC
12403 85TH AVE
PLEASANT PRAIRIE, WI 53158

LEGAL DESCRIPTION
BEING PT OF SW 1/4 SEC 31 T 2
R 23 COM ON E LINE OF 18TH AVE
247 FT N OF S LINE OF 1/4 SEC
TH E 92 FT N 50 FT W 92 FT S
50 FT TO BEG
DOC#1012067
DOC#1323937
DOC#1374008

STREET TOTAL	4.00	\$1,840.00
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GRAND TOTALS	PARCELS	4	FOOTAGE	4.000	TOTAL COST	\$1,840.00
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RESOLUTION NO. _____

BY: FINANCE COMMITTEE

To Specially Assess Certain Parcel(s) of Property for Graffiti Removal
(Miscellaneous Assessment)

BE IT RESOLVED, that special assessments for graffiti removal during 2011, in the total amount of **\$600.00**, be levied against the parcel(s) of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2011

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, City Clerk-Treasurer
Michael J. Higgins

Drafted by:
Department of Neighborhood Services and Inspections

/saz

		FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT
PARCEL NUMBER	LOT			\$600.00
12-223-31-487-003-0	0			

GRAFFITI REMOVAL

PROPERTY ADDRESS
FRANK L WELLS COMPANY
5821 005 AV

MAIL TO ADDRESS
FRANK L WELLS COMPANY
5821 05TH AVE
KENOSHA, WI 53140

LEGAL DESCRIPTION
12-4-0223-31-487-003 PT OF SE
1/4 SEC 31 T 2 R 23 PT OF BLK
45 OF ORIGINAL PLAT OF
SOUTHPORT BEG SE COR OF 58TH
ST & 5TH AVE TH S 270.39 FT E
139.46 FT TO W LINE OF 4TH AVE
NE'LY 273.84 FT TO SW COR 58TH
ST & 4TH AVE W 180.14 FT
P.O.B. 1978 ALSO W 18.5 FT VAC
4TH AVE RES # 126-91
1993

STREET TOTAL 0.00 \$600.00

PAGE 1

GRAND TOTALS PARCELS 1 FOOTAGE 0.000 TOTAL COST \$600.00

PAGE 2

Resolution No. _____

By: the Mayor

**RESOLUTION APPROVING READY FOR REUSE PROGRAM APPLICATION
AND PREPARATIONS FOR ISSUANCE OF NOTE ANTICIPATION NOTES
TO FINANCE PROJECT**

WHEREAS, the officers of the City of Kenosha, Kenosha County, Wisconsin (the "City") have prepared a Wisconsin Ready for Reuse Program Hazardous Substance Loan and Grant Application (the "Ready for Reuse Application") for submission to the State of Wisconsin Department of Natural Resources ("DNR") relating to the redevelopment of the former Chrysler Kenosha Engine Plant, including demolition, clearance, rehabilitation and environmental remediation activities on the site, all as described in more detail in the Ready for Reuse Application (the "Project");

WHEREAS, the City recognizes that the remediation and redevelopment of brownfields is an important part of protecting Wisconsin's resources;

WHEREAS, in this action the Common Council has declared its intent to complete the Ready for Reuse project activities described in the Ready for Reuse Application if awarded funds;

WHEREAS, the City will maintain records documenting all expenditures made during the Ready for Reuse award period;

WHEREAS, the City will allow employees from DNR access to inspect the project site or facility and records; and

WHEREAS, the City will submit a final report to DNR which will accompany the final payment request.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Approval of Application. The Common Council requests funds and assistance available from DNR under the Ready for Reuse Program and will comply with State rules for the Program. The Ready for Reuse Application is approved, and the appropriate City officers are authorized to execute and submit it to DNR.

Section 2. Issuance of Notes. In connection therewith, City staff is authorized to proceed with preparations for the issuance of up to \$1,500,000 Note Anticipation Notes to DNR to finance a

QB\13229366.1

portion of the Project. At a subsequent meeting, the Common Council shall consider authorizing the issuance and details of the Notes and approving the related loan agreement to be prepared by DNR.

Adopted this 16th day of May, 2011.

Attest: _____, City Clerk
Michael Higgins

Approved: _____, Mayor
Keith G. Bosman

Dated: May 16, 2011

**KEITH G. BOSMAN
MAYOR**



*CITY OF KENOSHA
625 - 52nd Street
Kenosha, Wisconsin 53140
(262) 653-4000
Fax (262) 653-4010*

May 11, 2011

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby appoint Alderman Michael Orth, 6011 40th Avenue, Kenosha to the Redevelopment Authority to fulfill an unexpired term which will expire November 15, 2015.

I am confident Alderman Orth will be a conscientious and hard-working member of the Redevelopment Authority.

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 stylized and somewhat cursive.

Keith G. Bosman
Mayor

KGB:jd

**KEITH G. BOSMAN
MAYOR**



*CITY OF KENOSHA
625 - 52nd Street
Kenosha, Wisconsin 53140
(262) 653-4000
Fax (262) 653-4010*

May 11, 2011

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby appoint Everett Butler, 4127 32nd Avenue, Kenosha to the Redevelopment Authority to fulfill an unexpired term which will expire November 15, 2015.

Mr. Butler served as a City Alderman from 1992 to 2008, when he ran for Mayor. Mr. Butler is a retired teacher from Bullen Middle School. He is still involved in many activities at the school and is very active in the community.

I am confident Mr. Butler will be a conscientious and hard-working member of the Redevelopment Authority.

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:jd

**KEITH G. BOSMAN
MAYOR**



*CITY OF KENOSHA
625 - 52nd Street
Kenosha, Wisconsin 53140
(262) 653-4000
Fax (262) 653-4010*

May 11, 2011

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby appoint James C. Greco, 8543 34th Avenue, Kenosha to the Police & Fire Commission for a five-year term which will expire the first Monday in May, 2016.

Mr. Greco currently is a Court Bailiff for Kenosha County. He has been a Field Service Representative for American Payment Systems since 1997. He retired as a Senior Systems Analyst from Abbott Laboratory in 1993 and was an instructor at Gateway Technical College in 1986-87. Mr. Greco was previously employed by Kenosha Auto Transport as Assistant Vice President of Sales and Marketing from 1968-1974. He has been a Board Member of United Way of Kenosha and also served in the United States Marine Corps.

I am confident Mr. Greco will be a conscientious and hardworking member of the Police & Fire Commission.

Sincerely,
CITY OF KENOSHA

A handwritten signature in black ink, appearing to read 'Keith G. Bosman'. The signature is stylized and cursive, written over the printed name.

Keith G. Bosman
Mayor

KGB:jd



Engineering Division
 Michael M. Lemens, P.E.
 Director/City Engineer
Fleet Maintenance
 Mauro Lenci
 Superintendent

Street Division
 John H. Prijic
 Superintendent
Waste Division
 Rocky Bednar
 Superintendent
Parks Division
 Jeff Warnock
 Superintendent

DEPARTMENT OF PUBLIC WORKS

Ronald L. Bursek, P.E., Director

Municipal Building · 625 52nd ST · RM 305 · Kenosha, WI 53140
 Telephone (262) 653-4050 · Fax (262) 653-4056

May 6, 2011

To: G. John Ruffolo, Chairman,
 Public Works Committee

From: Michael M. Lemens, P.E. _____
 Director of Engineering /City Engineer

Subject: Project: 11-1015 Resurfacing Phase II

Project A Location: 88th Place - 43rd Avenue to 47th Avenue, 39th Avenue – North of 80th Street to 300' South
Project B Location: 81st Street – 25th Avenue to 22nd Avenue

The Department of Public Works, Engineering Division has opened bids for the above referenced project which was separated out into two distinct projects that can be let separately to two different contractors. The base bids for projects A and B included constructing the roadways with asphalt pavement. Project A had an Engineer's estimate of \$326,000 and project B had an Engineer's estimate of \$173,000 for a combined total of \$499,000. The budget amount for this work is part of the \$2,000,000 Resurfacing budget.

This project consists of milling, saw cutting, removing and replacing damaged concrete curb and gutter, repairing hazardous concrete sidewalk, driveways, pavement and handicap ramps, rubblizing concrete pavement, adjusting inlets and utility manholes, resurfacing with hot mixed asphalt, and site restoration. However, because the Kenosha Water Utility relay project will completely remove about two-thirds of the existing pavement, staff added an alternate of completely replacing the concrete pavement. The result would be either an asphalt overlay with an expected 15-20 year service life or a new concrete pavement with an expected 40-50 year life.

Following is the list of bidders:

	Base Bid Project A	Base Bid Project B	Alternate for Project B Add/Deduct
Cicchini Asphalt, Kenosha, WI	\$302,672.20	\$144,893.45	\$0.00
A.W. Oakes & Son, Racine, WI	\$317,903.17	\$148,938.25	\$5,650.00

As can be seen by the above table Cicchini Asphalt was the low bidder for both projects using asphalt pavement. Project B was bid as a concrete alternate with an add/deduct amount where Cicchini Asphalt did not bid but A.W. Oakes & Son did and had an add amount of \$5,650 for a total cost of \$154,855.25. Thus for an incremental cost of \$9,694.80, or 6.7%, the city can have a new concrete paved street versus an asphalt overlaid street.

Common Council Agenda Item # J.1.

It is recommended that project A be awarded to Cicchini Asphalt, LLC, Kenosha, Wisconsin, for the base bid amount of \$302,672.20 plus \$32,327.80 in contingency for unforeseen conditions (if needed), for total award amount of \$335,000. Funding is from CIP Line Item IN-93-002.

	Project B Total	Contingency	Total
Cicchini Asphalt, Kenosha, WI	\$144,893.45	\$15,106.55	\$160,000.00
A.W. Oakes & Son, Racine, WI	\$154,588.25	\$16,411.75	\$171,000.00

Staff recommends awarding this work to A.W. Oakes & Son, Racine, Wisconsin, for project B due to a longer life expectancy of the pavement, for the base bid amount of \$154,588.25 plus \$16,411.75 in contingency for unforeseen conditions (if needed), for a total award amount of \$171,000. Funding is from CIP Line Item IN-93-002.

If this committee desires, project B can be awarded to Cicchini Asphalt, Kenosha, Wisconsin, for \$11,000 less cost. The total cost for both contracts is \$506,000.

Please note that 47 contractors were mailed notices of this project along with eight plan rooms.

KKR/kjb

cc: Carol Stancato, Director of Finance

**AGREEMENT FOR PROFESSIONAL SERVICES
EMERGENCY MEDICAL SERVICE USER FEE BILLING SERVICES**

By And Between

**THE CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation,**

And

**EMS Medical Billing Associates, LLC
9401 W. Brown Deer Road, Suite 101
Milwaukee, WI 53224
A Wisconsin Limited Liability Company**

THIS AGREEMENT IS MADE and entered into by and between the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, with offices located at 625 – 52nd Street, Kenosha, Wisconsin 53140, hereinafter referred to as the “**CLIENT**,” and **EMS Medical Billing Associates, LLC**, a Wisconsin Limited Liability Company, with offices located at 9401 W. Brown Deer Road, Suite 101, Milwaukee, Wisconsin 53224, hereinafter referred to as the “**SERVICE PROVIDER**.”

WHEREAS, CLIENT desires to engage **SERVICE PROVIDER** to furnish professional and technical services with respect to Emergency Medical Service User Fee Billing Services, hereinafter referred to as the “**PROJECT**,” and **SERVICE PROVIDER** has signified its willingness to furnish professional and technical services to **CLIENT**.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual promises, agreements, understandings and undertakings hereinafter set forth, and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

- 1.1 SERVICES TO BE PROVIDED BY SERVICE PROVIDER:** **SERVICE PROVIDER** agrees to perform, in a good and professional manner, the professional services necessary for completion of **PROJECT**, as detailed in the “Scope of Services” found in the Request for Proposals in Exhibit “A”, which is attached hereto and incorporated herein by reference. This “Scope of Service” may be expanded by mutual agreement of the parties subject to the payment of additional consideration.
- 1.2 PERFORMANCE STANDARDS:** In performing **PROJECT** services, **SERVICE PROVIDER** will meet performance standards for billing services in Wisconsin as outlined in Exhibit “A” of this Agreement. **SCHEDULE OF PROJECT SERVICES:** **SERVICE PROVIDER** shall commence performing **PROJECT** services upon execution of this Agreement.
- 1.3 PROJECT MANAGER:**
- 1.3.1 DESIGNATION:** **SERVICE PROVIDER** shall designate a Project Manager to **CLIENT**, in writing, within ten (10) days of the effective date of this Agreement.
- 1.3.2 CHANGE:** **CLIENT** has the right to request a different Project Manager for any reason. **SERVICE PROVIDER**, within ten (10) days of receipt of a written request by **CLIENT** for a change in Project Manager, shall notify **CLIENT** of the new Project Manager appointed.
- 1.4 RETENTION:** All records and documents related to the services provided under this Agreement are the property of the **CLIENT**, but shall be retained by the **SERVICE PROVIDER** on behalf of the **CLIENT** in a manner compliant with the Wisconsin Public Records Law, for a period of seven (7) years after the Agreement expires or is terminated. These records and documents shall be made available to **CLIENT** after the expiration or termination of this agreement, upon written request of **CLIENT**. Prior to the destruction of any records or documents, **SERVICE PROVIDER** must notify **CLIENT** in writing of the proposed destruction, in a manner that reasonably allows **CLIENT** to make a timely request for return of the records and/or documents to the **CLIENT**.
- 1.5 CONFIDENTIALITY:** No reports, information, and / or data given to or prepared or assembled by **SERVICE PROVIDER** under this Agreement shall be made available to any individual or organization by **SERVICE PROVIDER** without the written approval of **CLIENT**. Notwithstanding the above, **SERVICE PROVIDER** may release records to third party, upon having proper consents and following State laws, rules and regulations.

- 1.6 ERRORS, OMISSIONS OR DEFICIENCIES:** **SERVICE PROVIDER** shall, without additional compensation, revise any materials prepared under this Agreement if it is determined that the **SERVICE PROVIDER** is responsible for any errors, omissions, or deficiencies. **SERVICE PROVIDER** shall refund to **CLIENT**, upon finalization of any audit, which shows a billing error, the **SERVICE PROVIDER'S** percentage fee times the refunded amount.

ARTICLE II

- 2.1 SERVICES TO BE PROVIDED BY CLIENT:** In the event that any information, data, surveys, reports, photographs, records and maps are existing and available and are useful for carrying out the work on **PROJECT**, **CLIENT** shall promptly furnish copies of these materials in hard copy or digital format to **SERVICE PROVIDER** for use during the contract period. **CLIENT** designates the City Administrator or his or her designee to Act as its representative with respect to the work to be performed under this Agreement, and such person shall have authority to transmit instructions, receive information, interpret and define **CLIENT'S** policies and provide decisions in a timely manner pertinent to the work covered by this Agreement until **SERVICE PROVIDER** has been advised in writing by **CLIENT** that such authority has been revoked.

- 2.1.1 INCIDENT INFORMATION:** **CLIENT** will submit to **SERVICE PROVIDER** by mail, fax, or electronic mail, a "run sheet" which provides the following information:

- 2.1.1.1** Run number;
- 2.1.1.2** Patient name;
- 2.1.1.3** Patient address, including apartment number;
- 2.1.1.4** Date and time of transport;
- 2.1.1.5** Social Security number, if available;
- 2.1.1.6** Date of Birth;
- 2.1.1.7** Transport from and to locations;
- 2.1.1.8** Medical information and patient care specifics, including time of onset of complaint;
- 2.1.1.9** Insurance coverage information, if available; and
- 2.1.1.10** Patient consent signature. *If the patient is mentally or physically unable to sign, EMTs must document why the patient was unable to sign, and obtain a signature from an authorized party as mandated under CMS rules.*

- 2.1.2 PAYMENT INFORMATION:** **CLIENT** will provide payment information to **SERVICE PROVIDER** as soon as it is practicable, by fax, electronic mail or other electronic means.

- 2.1.3 CLIENT RATES AND FEES:** **CLIENT** will provide **SERVICE PROVIDER** with Emergency Medical Service rate and fee information within ten (10) days after the effective date of this Agreement.

ARTICLE III

- 3.1 COMPENSATION RATE: SERVICE PROVIDER** agrees to provide the services described in Article I in accordance with the following fee schedule, which covers all other items of whatever nature, needed in connection with **PROJECT** services: Six and one quarter (6.25%) percent of payments posted to **CLIENT'S** records monthly for Emergency Medical Services, Fire Incident Services and Fire Inspection Services provided by **CLIENT**. The 6.25% fee will remain in effect through December 31, 2015.
- 3.2 COMPENSATION FOR ADDITIONAL SERVICES: SERVICE PROVIDER** is a licensed collection agency in the State of Wisconsin, and will provide collection services to the **CLIENT** on all accounts that are 120 days past due or older. The **CLIENT** agrees to compensate the **SERVICE PROVIDER** the amount of thirty-three (33.0%) percent of net receivables collected on those delinquent accounts.
- 3.3 COMPENSATION FOR ADDITIONAL SERVICES:** For authorized extensions of work or additional services provided outside of the scope of services specified in this Agreement, **CLIENT** and **SERVICE PROVIDER** shall agree upon a fee and payment schedule prior to commencement of additional services.
- 3.4 MONTHLY INVOICES: SERVICE PROVIDER** shall mail monthly invoices to the attention of the City of Kenosha, Deputy Chief, Kenosha, Fire Department, 625 – 52nd Street, Kenosha, Wisconsin 53140.
- 3.5 METHOD OF PAYMENT:** Payment of **SERVICE PROVIDER'S** fees shall be as follows:
- 3.5.1** Invoices which are in order are due and payable by **CLIENT** to **SERVICE PROVIDER**, no later than twenty-five (25) days from receipt of the invoice.
 - 3.5.2** Invoices which are in order and not paid by **CLIENT** within twenty-five (25) days of receipt shall be subject to a one and one-half (1.5%) percent interest charge per month on any balance outstanding more than twenty-five (25) days.
 - 3.5.3** **CLIENT** may not withhold payment so long as **SERVICE PROVIDER** is in compliance with Section 1.2, and the provisions of Exhibit “A” of this Agreement, and so long as necessary documentation supporting payment has been provided to **CLIENT**.
 - 3.5.4** If **CLIENT** fails to make any payment due within sixty (60) days after receipt of an invoice which is in order, **SERVICE PROVIDER** may, after giving seven (7) days written notice to **CLIENT**, suspend services under this Agreement until all amounts are paid in full.

ARTICLE IV

TERMS OF AGREEMENT: This five (5) year agreement shall be effective upon approval and execution by **SERVICE PROVIDER** and **CLIENT** and through _____ unless otherwise terminated as provided herein. This Agreement and all its terms and conditions, without change, except for the expiration date, may be extended from year to year by Letter of Agreement to that effect executed by all parties at any time during the Agreement term. The City Administrator and Finance Director of **CLIENT** shall have authority to sign the Letter of Agreement on behalf of **CLIENT** without further review and approval by Common Council of **CLIENT**.

ARTICLE V

- 5.1 TERMINATION:** Either party shall have the right to terminate this Agreement for reason of breach of contract by giving ninety (90) days advance, written notice to the other party. Termination shall not relieve either of the parties from obligations already incurred. Upon termination of this Agreement, **SERVICE PROVIDER** shall have ninety (90) days to closeout existing accounts and make final payment to **CLIENT**. **SERVICE PROVIDER** shall, following such ninety (90) days, continue to forward to **CLIENT** all money received on **CLIENT'S** behalf, subject to receipt of the fee provided for herein.
- 5.2 NO NEW OR ADDITIONAL WORK:** **SERVICE PROVIDER** shall perform no new or additional work upon receipt of notice of termination without the advance, written permission of **CLIENT**.
- 5.3 USE OF INCOMPLETE OR UNFINISHED DOCUMENTS:** **SERVICE PROVIDER** shall not be liable for **CLIENT'S** subsequent use of incomplete or unfinished documents provided pursuant to this Article.

ARTICLE VI

OWNERSHIP OF DOCUMENTS: All finished and unfinished documents, in hard copy and digital format, prepared by **SERVICE PROVIDER** under this Agreement shall, upon payment of all invoices properly submitted and due **SERVICE PROVIDER** under the terms of this Agreement, be the property of **CLIENT**.

ARTICLE VII

CONFLICT OF INTEREST: SERVICE PROVIDER shall abstain from taking any action or making any recommendation which may result in a conflict of interest. **SERVICE PROVIDER** shall seek the advice of the City Attorney with respect to determining actual or potential conflicts of interest. The City Attorney shall use the City and State Code of Ethics as a basis for making any such determination.

ARTICLE VIII

AMENDMENTS: CLIENT may, from time to time require modifications in the scope of or deadline for services of **SERVICE PROVIDER** to be performed hereunder. Such modifications, including any appropriate increase or decrease in the amount of compensation, which are mutually agreed upon by and between **CLIENT** and **SERVICE PROVIDER**, shall be incorporated in written amendments to this Agreement, which shall be deemed part of this Agreement a fully set forth herein.

ARTICLE IX

INDEPENDENT CONTRACTOR: SERVICE PROVIDER performs services hereunder as an independent contractor.

ARTICLE X

- 10.1 INDEMNITY AND HOLD HARMLESS: SERVICE PROVIDER** shall indemnify, and hold harmless **CLIENT**, and its officers and employees from and against any and all claims, damages, losses, judgments, expenses and attorney fees which they may incur, pay or sustain as a result of any negligent act, error, or omission, of **SERVICE PROVIDER** which causes death, personal injury or property damage to any person or party or which violates the right of any person or party protected by law. **CLIENT** shall indemnify, and hold harmless **SERVICE PROVIDER**, and its officers and employees from and against any and all claims, damages, losses, judgments, expenses and attorney fees which they may incur, pay or sustain as a result of any negligent act, error, or omission, of **CLIENT** which causes death, personal injury or property damage to any person or party or which violates the right of any person or party protected by law.
- 10.2 CLIENT'S ACTS AND OMISSIONS: SERVICE PROVIDER** is not responsible for any acts or omission of **CLIENT** or **CLIENT'S** officers and employees.

10.3 DATA NOT PROVIDED BY SERVICE PROVIDER: SERVICE PROVIDER is not responsible for the accuracy of the data provided by **CLIENT** or data obtained or available from public or government records or sources of the public domain.

10.4 REPRODUCED DATA FURNISHED BY CLIENT: CLIENT shall obtain from Owner of documents provided by **CLIENT** any and all consents required by law to reproduce data protected by patent, trademark, service mark, copyright or trade secret, and **SERVICE PROVIDER** assumes no responsibility of any failure of **CLIENT** to obtain any required consent.

ARTICLE XI

INSURANCE: SERVICE PROVIDER shall procure and maintain, during the term of this Agreement, insurance policies, hereinafter specified. City to be named as an additional insured. Contractor shall provide City with a copy of the endorsement. **SERVICE PROVIDER**, prior to executing this Agreement, shall furnish a Certificate of Insurance indicating compliance with the foregoing, and proof of payment of premium to the City Attorney, for approval. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled for any reason, or any material changes are made therein, the **CLIENT** will be notified, in writing, by the insurer at least twenty (20) days before any cancellation or change takes effect. If, for any reason, the insurance coverage required herein lapses, **CLIENT** may declare the Agreement null and void as of the date no valid insurance policy was in effect. Certifications of policy renewals shall be furnished to the **CLIENT** throughout the term of this Agreement. The insurance requirement shall not be construed to conflict with the obligations of **SERVICE PROVIDER** in Article X – Indemnity and Hold Harmless.

The following insurance must be in effect and continue in effect during the term of the Agreement in not less than the following amounts:

Worker’s Compensation – Statutory – In compliance with the Worker’s Compensation Law of the State of Wisconsin.

Commercial General Liability: General Aggregate – Two Million Dollars (\$2,000,000);
Each Occurrence – Two Million Dollars (\$2,000,000.00) having the following coverage:

- Contractual;
 - Death, Personal Injury and Property Loss or Damage.
- Automobile Liability having the following coverage:
- Bodily injury per person: Two Million Dollars (\$2,000,000.00);
 - Bodily injury per accident: Two Million Dollars (\$2,000,000.00);
 - Property damage – Five Hundred Thousand Dollars (\$500,000.00) Automobile Liability Insurance with minimum single limits of liability of One Million (\$1,000,000.00) Dollars for death and bodily injury, and Five Hundred Thousand

(\$500,000.00) Dollars for property damage, per occurrence, for Owned automobiles / Hired automobiles and Non-owned automobiles.

- Professional Errors and Omission Insurance with a minimum limit of One Million (\$1,000,000.00) Dollars per claim.

ARTICLE XII

ASSIGNMENT AND SUBCONTRACT: **SERVICE PROVIDER** shall not assign or subcontract any interest or obligation under this Agreement, without the advance, written approval of **CLIENT**.

ARTICLE XIII

LAW, RULES, AND REGULATIONS: **SERVICE PROVIDER** shall fully comply with all applicable Federal, State and local laws, rules and regulations governing **PROJECT** services.

ARTICLE XIV

SEVERABILITY: It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal or unenforceable, that it is the intention of the parties that all other provisions of this Agreement remain in full force and effect.

ARTICLE XV

NONDISCRIMINATION: In the performance of work under this Agreement, **SRVICE PROVIDER** agrees not to discriminate against any employee or applicant for employment contrary to any Federal, State or local law, rule or regulation. Services are to be provided in accordance with the Federal Americans With Disabilities Act.

ARTICLE XVI

GOVERNING LAW: This Agreement shall be deemed to have been made in Wisconsin and shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

ARTICLE XVII

NO WAIVER: No failure to exercise, or delay in exercising, any right, power or remedy hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event of default specified in such waiver, and any such waiver, to be effective, must be writing and shall be operative only for the time and to the extent expressly provided therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver or any subsequent breach of the same covenant, term or condition.

ARTICLE XVIII

NOTICES: Any notice required or permitted to be given to either party under this Agreement shall be sufficient if hand delivered or in writing, and sent by register or certified mail, return receipt requested, postage prepaid, to the following addresses of the parties as indicated below.

18.1 For CLIENT:

Frank Pacetti, City Administrator
City of Kenosha
625 – 52nd Street,
Kenosha, WI 53140

With a copy to:

City Attorney
Municipal Building Room 201
625 – 52nd Street
Kenosha, WI 53140; and

City Clerk/Treasurer
Municipal Building Room 105
625 – 52nd Street
Kenosha, WI 53140

18.2 For SERVICE PROVIDER:

Paula Bliemeister, CFO
EMS Medical Billing Associates, LLC
9401 W. Brown Deer Road, Suite 101
Milwaukee, WI 53224

ARTICLE XIX

NO THIRD PARTY BENEFICIARIES: This Agreement is intended to be solely between the parties hereto. No part of this Agreement shall be construed to add, confer, supplement, amend, abridge or repeal existing rights, benefits, or privileges of or to any third party or parties, including, but not limited to, employees of either of the parties

ARTICLE XX

NONBINDING MEDIATION: In an effort to resolve any conflicts that arise during **PROJECT** or following completion of **PROJECT**, **CLIENT**, and **SERVICE PROVIDER** agree that all disputes between them arising out of, or relating to, this Agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.

ARTICLE XXI

NO DRAFTSMAN: This Agreement has been negotiated between the parties, and each party has participated in the drafting of this Agreement; consequently, the doctrine of construing an agreement against a draftsman shall not apply to this Agreement, and neither party has any rights under such doctrine.

ARTICLE XXII

REPRESENTATION OF AUTHORITY TO ENTER INTO AGREEMENT: Each of the undersigned hereby represents and warrants that: (a) such party has all requisite power and authority to execute this Agreement; (b) the execution and delivery of this Agreement by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this Agreement constitutes the valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of the Agreement.

IN WITNESS WHEREOF, the parties hereto have herein executed this Agreement on the dates below given.

CITY OF KENOSHA, WISCONSIN
A Municipal Corporation

BY: _____
KEITH BOSMAN, Mayor
Date: _____

BY: _____
MICHAEL K. HIGGINS,
City Clerk/Treasurer/Assessor
Date: _____

SERVICE PROVIDER:
EMS Medical Billing Associates, LLC
A Wisconsin Limited Liability Company

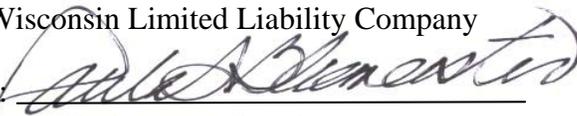
BY:  _____
PAULA S. BLIEMEISTER,
Chief Financial Officer
Date: April, 11, 2011

EXHIBIT “A”

AGREEMENT FOR PROFESSIONAL SERVICES EMERGENCY MEDICAL SERVICE USER FEE BILLING SERVICES

SCOPE OF WORK AND RESPONSIBILITIES OF SERVICE PROVIDER

By and Between

THE CITY OF KENOSHA WISCONSIN
A Municipal Corporation
and
EMS MEDICAL BILLING ASSOCIATES, LLC
A Wisconsin Limited Liability Company

A: SCOPE OF SERVICES: SERVICE PROVIDER shall:

1) ADMINISTRATIVE ACCOUNT SET-UP:

a) **SERVICE PROVIDER** will complete all necessary provider enrollment paperwork with Medicare and Medicaid to maintain enrollment status with these payers and to update all information to reflect EMS Medical Billing Associates, LLC as the authorized, exclusive billing service for the **CLIENT**.

b) **SERVICE PROVIDER** will complete all necessary payment authorization forms for Medicare and Medicaid to ensure that these payments are direct deposited into a bank account of the **CLIENT'S** choice, and that all correspondence related to those payments are made available to the **SERVICE PROVIDER** either electronically or forwarded to the **SERVICE PROVIDER'S** address. **SERVICE PROVIDER** will also promptly notify all commercial insurance carriers in our billing system that the remittance address for the **CLIENT** has changed to reflect the address of the **SERVICE PROVIDER**.

c) **SERVICE PROVIDER** will recommend an agreement(s) between the **CLIENT** and an external collections agency (or agencies) for the collection of delinquent accounts, as well as the processing of delinquent accounts to the Wisconsin Tax Refund Intercept Program.

d) **SERVICE PROVIDER** will recommend write-off policies and/or hardship policies for the **CLIENT'S** consideration. The **CLIENT** determines the parameters of write-off and hardship policies, and will determine the amount of approval authority the **SERVICE PROVIDER** will maintain, if any. All write-off and hardship policies should be put in writing by the **CLIENT** and provided to the **SERVICE PROVIDER** prior to beginning work.

e) **SERVICE PROVIDER** will review the billing rates of the **CLIENT** and make recommendations based on current Medicare allowable amount information, Medicaid payment information and commercial insurance industry trends. All applicable laws and rules regarding billing governmental agencies will be applied to all recommendations. **CLIENT** will provide a complete listing of all procedures and rates prior to **SERVICE PROVIDER** beginning work.

f) **SERVICE PROVIDER** will complete all provider enrollment paperwork related to accepting payment by credit card and ACH transactions.

g) **SERVICE PROVIDER** will complete all provider enrollment paperwork related to utilizing remote deposit capture to electronically deposit all **CLIENT** payments received.

h) **SERVICE PROVIDER** will keep **CLIENT** fully informed regarding any rule, regulation or industry standard of practice that may affect the **CLIENT'S** revenues, documentation requirements or industry standards of practice.

2) TECHNICAL ACCOUNT SET-UP:

a) **SERVICE PROVIDER** will create a segregated database for the **CLIENT** within the **SERVICE PROVIDER'S** ImageTrend Rescue Bridge that will accept EMS and fire-related incident data for the **CLIENT**. **SERVICE PROVIDER** will meet with fire department officials to determine what information will be added to the database. All **CLIENT** EMS patient care data and fire-related data will be stored on the **SERVICE PROVIDER'S** Rescue Bridge. **CLIENT** will have continuous online access to the **SERVICE PROVIDER'S** Rescue Bridge.

b) Upon execution of this Agreement, **SERVICE PROVIDER** will immediately purchase the agreed-upon amount of ImageTrend Field Bridge software programs, and forward the unlock codes to the **CLIENT** upon receipt. **CLIENT** is responsible for loading all software on **CLIENT** computers. **SERVICE PROVIDER** can advise **CLIENT** on setup procedures, as needed. **CLIENT'S** Rescue Bridge database must be set up prior to use of the Field Bridge programs.

c) **SERVICE PROVIDER** will meet with fire department officials to determine the design of the ImageTrend Field Bridge template(s) that will be used for patient care data entry.

d) **SERVICE PROVIDER** will meet with fire department officials to determine the **CLIENT'S** setup preferences on the ImageTrend Rescue Bridge for EMS and Fire data.

e) **SERVICE PROVIDER** will conduct training on the ImageTrend Field Bridge software to all **Paramedics? on** all shifts. Typically a single round of training will cover three shifts over a period of three days. **SERVICE PROVIDER** will repeat training as often as **CLIENT** requires prior to live utilization of the software in the field. On-going training is also provided by the **SERVICE PROVIDER** as needed by the **CLIENT**.

f) **SERVICE PROVIDER** will conduct training on documentation requirements to all EMTs on all shifts. This training can be coordinated with the Field Bridge training, or conducted separately. This training is typically conducted bi-annually, or upon request of the **CLIENT**.

g) **SERVICE PROVIDER** will conduct training on the ImageTrend Fire Bridge software. Training will be provided to fire department officials at a schedule determined by the fire department.

3) BILLING AND COLLECTIONS SERVICES

a) **CLIENT** is responsible for completing each patient care report to the specifications established by the **CLIENT** and **SERVICE PROVIDER**.

b) **CLIENT** will electronically upload patient care reports from the ImageTrend Field Bridge software to the **SERVICE PROVIDER'S** ImageTrend Rescue Bridge. **SERVICE PROVIDER** will initiate the billing of those incidents from the data uploaded by the **CLIENT** within five (5) business days.

c) **SERVICE PROVIDER** will forward all patient care reports to the Wisconsin Ambulance Run Data System (WARDS) daily when patient care reports are either created on or electronically uploaded to the **SERVICE PROVIDER'S** ImageTrend Rescue Bridge. For all other methods of creating or storing patient care reports, the **CLIENT** is responsible for submitting patient care reports to WARDS.

d) **SERVICE PROVIDER** will utilize all information provided by the **CLIENT** to create a demographic and insurance profile for each incident to be billed. **CLIENT** is encouraged to capture demographic and insurance information in the field, or get a copy of a hospital admission sheet, in order to expedite the billing process. **SERVICE PROVIDER** will maintain a separate record for each incident showing billing attempts, patient contact information and payments as well as other useful information. Records shall be made available at any time to **CLIENT**.

e) **SERVICE PROVIDER** will utilize various online tools to verify demographic and insurance information prior to billing a claim. **SERVICE PROVIDER** makes every effort to confirm this data prior to billing.

f) **CLIENT** will approve all external documents used by the **SERVICE PROVIDER** to perform the **CLIENT'S** billing prior to the start of the Agreement.

g) For patients insured by Medicare, **SERVICE PROVIDER** will confirm coverage via

Medicare's online eligibility portal, then send all Medicare claims electronically to Wisconsin Physician Services' claims submission site. Payments from Medicare will be direct deposited by Medicare to the **CLIENT'S** bank account listed on paperwork filed with Medicare at time of account set-up. Payment from Medicare can be expected within 21 days following submission.

h) For patients insured by Medicaid, **SERVICE PROVIDER** will confirm coverage via Medicaid's online eligibility portal, then send all Medicaid claims electronically to EDS's online claims submission website. Payments from Medicaid are sent by check to the **SERVICE PROVIDER**. **SERVICE PROVIDER** will remote deposit payments daily. Payment from Medicaid can be expected within 21 days following submission.

h) For patients with commercial insurance, **SERVICE PROVIDER** will attempt to confirm coverage via various online eligibility portals provided by some commercial insurance carriers. **SERVICE PROVIDER** will send a vast majority of commercial insurance claims electronically using the ZIRMED clearinghouse. Payments from most commercial insurance carriers are made by check and sent to the **SERVICE PROVIDER**. **SERVICE PROVIDER** will remote deposit payments daily. Payment from commercial insurance carriers can take between 30-90 days.

i) For uninsured patients, **SERVICE PROVIDER** will mail a standard invoice. The standard invoice offers a payment stub that can be torn off and mailed with the patient's payment. The invoice also provides directions on how to pay by credit card, either by contacting the **SERVICE PROVIDER** directly or paying online via the **SERVICE PROVIDER'S** website. Patients can also electronically submit insurance information using the **SERVICE PROVIDER'S** website.

j) In the event of partial payment or denial of payment, the **SERVICE PROVIDER** will bill the patient monthly, for up to three (3) months, for the balance due. If no payment is made by the patient within thirty (30) days after the third billing, the bill shall be treated as uncollectible. **SERVICE PROVIDER** will continue to attempt to collect on those accounts via internal collection methods up to and including phone contact with the debtor. Should an account become delinquent more than 120 days without a payment made, or a payment arrangement having been secured, the **SERVICE PROVIDER** agrees to forward that account to the external collection agency. **SERVICE PROVIDER** or authorized external collection agency will forward delinquent accounts to the Wisconsin Tax Refund Intercept Program (TRIP) upon request of the **CLIENT**.

k) **SERVICE PROVIDER** will be responsible for all release-of-record requests, as well as all customer service inquiries related to the billing of the **CLIENT'S** patient care records. **SERVICE PROVIDER** will attempt to maintain a consistent client representative in order to facilitate consistency for the client and third party callers. **SERVICE PROVIDER** follows all applicable HIPAA laws regarding the release of private health information.

l) **SERVICE PROVIDER** will provide monthly detail transaction reports for the preceding month itemizing incidents billed, collections made, adjustments made to bills and account aging information and such other reports as are customarily available or as are requested by the **CLIENT**. Reports are provided electronically in Excel or PDF format, or can be mailed to the **CLIENT** monthly.

m) **SERVICE PROVIDER** will furnish upon request, and without additional compensation, such explanation as may be necessary to clarify and interpret its report and other actions taken in accordance with the Agreement.

n) **SERVICE PROVIDER** will provide continuous online access to the **CLIENT** for the purpose of accessing reports via the **SERVICE PROVIDER'S** Crystal Reports server. **SERVICE PROVIDER** will be responsible for training the **CLIENT** on accessing the server and how to run reports. Training will be scheduled at a mutually agreeable time following the execution of this Agreement.



600 52nd Street, Suite 120
Kenosha, WI 53140
P 262.605.1100
F 262.605.1111

MEMO

TO: MAYOR KEITH BOSMAN AND MEMBERS OF THE CITY COUNCIL
FROM: TODD BATTLE, PRESIDENT – KENOSHA AREA BUSINESS ALLIANCE
DATE: APRIL 27, 2011
RE: CONSIDERATION OF PARKING LICENSE AGREEMENT

The Kenosha Area Business Alliance (KABA) respectfully requests your support regarding the approval of a license agreement that provides KABA and its tenants (e.g. Jockey International) the necessary parking to support expanded operations in Downtown Kenosha.

As you may know, KABA purchased a vacant two-story commercial structure at 5500 – 6th Avenue on February 22, 2011. Construction commenced immediately with plans to renovate the facility to accommodate approximately 6,000 SF of retail space on the first floor and nearly 6,000 SF of commercial office space on the second floor.

On March 3, 2011, KABA executed a lease with Jockey International. Jockey will relocate its factory close-out store to the downtown with plans to open by Memorial Day weekend of 2011. Jockey will occupy the entire first floor, except for common areas. KABA plans to move into its renovated second floor office space by late June or early July.

This project represents a total combined investment in excess of \$2 million, and should serve as a catalyst for additional downtown revitalization efforts as it breathes life into a highly visible downtown location and promises to attract significant foot traffic and retail sales. Both tenants are long-standing Kenosha institutions that are expected to have a positive influence on Downtown and its revitalization.

One of the limitations of this particular site and development project has been the lack of on-site parking adequate to serve retail or commercial office tenants. The proposed license agreement that is under consideration addresses this limitation and provides KABA and Jockey International the parking they require to operate successfully from this location.

We respectfully request your support of the proposed lease agreement and look forward to addressing any questions you may have on May 2, 2011. Thank you.

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



CITY PLAN
REAL ESTATE
HISTORIC PRESERVATION
COMMUNITY DEVELOPMENT BLOCK GRANT
REDEVELOPMENT

JEFFREY B. LABAHN
Director of City Development

MEMO

TO: Mayor Bosman and the Common Council
Finance Committee

FROM: Jeffrey B. Labahn, Department of City Development 

RE: **License Agreement by and between the City of Kenosha, Wisconsin,
and KABA, LLC, District #2**

DATE: April 27, 2011

The proposed License Agreement involves a portion of existing City-owned parking lot in support of the Kenosha Area Business Alliance (KABA) for their renovated building located at 5500 6th Avenue.

Within the referenced building, a portion of the second floor will be occupied by Kenosha Area Business Alliance and the entire first floor will be occupied by the Jockey Outlet Store. There is no existing on-site parking available at this location. Although the City Zoning Ordinance does not require on-site parking because it is an existing building located in the downtown, the owner and tenants have a need for off-street parking in close proximity.

The proposed License Agreement involves a portion of the parking area previously committed under lease to ATC Transportation, Inc. when they owned and occupied the bank building at the corner of 56th Street and 6th Avenue. ATC previously relocated their operations and recently sold the building and relinquished their leasehold interest.

The proposed License Agreement will provide KABA with fifteen (15) parking spaces as well as a location for a screened refuse collection area for an initial period of five (5) years with the potential for up to three (3) additional five-year term extensions. KABA would be responsible for a pro-rata portion of the maintenance and utility costs of the premises during the term of the Agreement.

JBL:kas
Attachments

LICENSE AGREEMENT

By And Between

**THE CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation,**

And

**KABA BUILDING, LLC
A Wisconsin Limited Liability Company**

THIS LICENSE AGREEMENT (“Agreement”), made and entered into by and between the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as **CITY**, and **KABA BUILDING, LLC**, a limited liability company organized and existing under the laws of the State of Wisconsin, and having its principal office, at the time of execution, at 600 52nd Street, Suite 120, Kenosha, Wisconsin 53140, hereinafter referred to as **KABA**.

WITNESSETH:

WHEREAS, KABA recently purchased the property located at 5500 6th Avenue for the purpose of relocating its business office; and,

WHEREAS, KABA is currently renovating the existing building to accommodate additional retail and office tenants; and

WHEREAS, KABA has executed a lease agreement with Jockey International for the purpose of establishing a retail outlet at this location; and,

WHEREAS, KABA has no on-site parking available for said building and its tenants; and,

WHEREAS, KABA desires to utilize off-site parking which is currently owned by **CITY** and located across the street for the purpose of providing parking to its tenants; and,

WHEREAS, CITY is willing to license a portion of its parking lot to **KABA** in order to enable **KABA** to provide needed parking for its tenants; and,

WHEREAS, downtown Kenosha is in need of reinvestment due to a decline in tax base and in employment opportunity; and,

WHEREAS, a purpose of this Agreement is to promote the expansion of the tax base in downtown Kenosha; and,

WHEREAS, it is to the mutual advantage of the parties to enter into this

Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings, understandings and agreements hereinafter set forth, the **CITY** and **KABA** agree as follows:

ARTICLE 1 – PREMISES

1.1 PARKING SPACES. **CITY** does hereby license to **KABA** for the exclusive use of **KABA** and/or its tenants during normal business hours the fifteen (15) parking spaces and space for sanitation as depicted on Exhibit A attached hereto and incorporated herein by reference (“**PREMISES**”). For purposes of this Agreement the larger parking lot in which the **PREMISES** is located shall be referred to as “Parking Lot”.

1.2 PREMISES "AS IS". **KABA** takes **PREMISES** under this Agreement in "as is" condition. By executing this Agreement, **KABA** acknowledges that it has inspected **PREMISES** and has found **PREMISES** satisfactory for its intended use.

1.3 REDUCTION IN SIZE OF PREMISES. Should **CITY**, during the term of this Agreement, require any portion of the **PREMISES** for future economic development, **CITY** may so notify **KABA** and the size of **PREMISES** shall be so reduced with the portion of the **PREMISES** required by **CITY** reverting to **CITY**, and this Agreement with respect to that portion of the **PREMISES** shall terminate. In the event that any portion of **PREMISES** is so reduced, **CITY** shall have an obligation to replace the lost parking spaces within the area described on Exhibit "B". Any such substitution shall be upon thirty (30) days advance written notice by **CITY** to **KABA**. Upon the expiration of said notice period, this Agreement shall be deemed amended as to the description of **PREMISES**.

ARTICLE 2 – TERM

2.1 TERM. The term of this Agreement, subject to early termination as hereinafter provided, is five (5) years, commencing from the date of execution, hereinafter referred to as "**TERM**".

2.2 OPTION TERMS. **KABA** shall have the option to renew this Agreement for three (3) additional five (5) year terms upon the same terms and conditions contained in this Agreement provided **KABA** gives **CITY** written notice of **KABA's** intention to exercise said option at least ninety (90) days, but no more than one hundred eighty (180) days, prior to the expiration of the term; and provided further that **KABA** is not in default, but is in full compliance with all of the terms and provisions of this Agreement at the time of exercise of such option to renew. Notwithstanding the above **CITY** shall have the right, within thirty (30) days of **KABA's** notice to exercise its option, to provide **KABA** with notice of **CITY's** intent to increase **KABA's** license fee. In the event the parties cannot, within thirty (30) days of **CITY's** notice, agree upon a license fee either party may terminate this Agreement.

2.3 EARLY TERMINATION. Either party may terminate this Agreement should there be a material breach thereof by the other which is not cured within sixty (60) days time following written notice thereof, and any demand for curative action.

2.4 KABA'S RIGHTS UPON TERMINATION OR EXPIRATION OF AGREEMENT. Upon termination or expiration of this Agreement:

2.4.1 Condition. KABA shall deliver possession of the **PREMISES** to **CITY** in good condition, ordinary wear and tear excepted.

2.4.2 Improvements. **CITY** shall be entitled to retain all Improvements to **PREMISES** made by **KABA**.

ARTICLE 3 – CONSIDERATION

3.1 CONSIDERATION. **KABA** agrees to pay to **CITY**, for use and occupancy of **PREMISES** for the period commencing from the date of execution of this Agreement, the annual license fee of One Dollar (\$1.00).

ARTICLE 4 - CARE, MAINTENANCE AND REPAIR OF PREMISES

4.1 MAINTENANCE. **CITY** shall, at all times, be responsible for the care, maintenance and repair of **PREMISES**, whether such work be ordinary, extraordinary, structural or otherwise, arising from any cause, and of any nature.

4.2 UNAUTHORIZED IMPROVEMENTS. **KABA** shall not make any improvements without prior **CITY** approval. Should **KABA** make any improvements without prior **CITY** approval, upon written notice to do so, **KABA** shall remove the same or, at the option of **CITY**, cause the same to be changed, modified or reconstructed to the satisfaction of **CITY**. Should **KABA** fail to comply with such notice within thirty (30) days of receipt thereof, or should **KABA** commence to comply therewith and fail to pursue such work diligently to completion, **CITY** may effect the removal, change, modification or reconstruction thereof, and **KABA** shall pay the cost thereof to **CITY**, upon demand.

ARTICLE 5 - EXPENSES

In addition to the license fee **KABA** shall pay **CITY** as a common area expense an amount determined by multiplying the ratio of parking spaces constituting the **PREMISES** to the total parking spaces of the Parking Lot by the total cost and expense of care, maintenance and repair of the Parking Lot. These costs and expenses shall include, but are not limited to, utility charges (including stormwater utility), lighting, snow removal, striping, planting/maintaining landscaping and surface repair/replacement. Said expenses shall be invoiced by **CITY** and **KABA** shall pay said expenses within thirty (30) days of receipt of **CITY's** statement.

ARTICLE 6 – SIGNS

KABA shall not place or erect any signs on or about **PREMISES** without the prior, written approval of **CITY**. Further, any sign shall comply with all applicable **CITY** ordinances.

ARTICLE 7 - USE OF PREMISES

KABA and/or its tenants shall occupy and use **PREMISES** and for no purpose other than a parking lot and sanitation storage as provided hereinbelow.

ARTICLE 8 – ASSIGNMENT

With the prior, written approval of the Common Council of **CITY**, **KABA**, except as to entities owned and controlled by **KABA**, may assign this Agreement only to any party which acquires the real estate commonly known as 5500 6th Avenue, Kenosha, Wisconsin. Approval shall not be unreasonably withheld or unduly delayed. An unauthorized assignment shall render this Agreement null and void, at the option of **CITY**.

Any assignment shall be conditioned upon assignee entering into a written agreement through which it agrees to be bound by all of the terms, conditions and obligations of this Agreement.

ARTICLE 9 - GOVERNMENTAL REQUIREMENTS

9.1 LAWS, RULES, REGULATIONS AND OTHERS. **KABA** agrees to observe and obey any and all **CITY** laws, rules and regulations, as they now exist and as they may be enacted or amended in the future, and with every lawful order given by any public officer pursuant thereto, and to require its officers, agents, employees, contractors, and suppliers to observe and obey the same.

9.2 LICENSES, CERTIFICATES AND PERMITS. **KABA** shall procure all licenses, certificates, permits and other authorizations required by any and all governmental authorities, including **CITY**, having jurisdiction over **PREMISES** or over **KABA's** operations at **PREMISES**.

ARTICLE 10 - NATURAL DISASTER

KABA'S obligations during the term of the Agreement shall neither abate nor be suspended by virtue of any damage to **PREMISES** or improvements resulting from any natural disaster.

ARTICLE 11 - INTERRUPTION IN USE OR ENJOYMENT

CITY shall not be liable to **KABA** for money damages arising out of any interruption in **KABA's** use or enjoyment of **PREMISES** by reason of any physical damage to **PREMISES** or improvements, unless such damage is the direct result of an action or omission by a **CITY** employee or agent performing a duty or task for the **CITY**, and, in that event, **CITY** shall be liable only for the costs of repair or reconstruction. The license fees, in such event, shall not abate.

ARTICLE 12 - SANITATION – STORAGE

KABA shall not permit any unattractive or unsanitary accumulation of trash,

garbage, refuse, debris or litter on **PREMISES**. The disposal of noxious or hazardous materials including, but not limited to, materials identified as hazardous, toxic or dangerous in any applicable Federal, State, or local law on or about **PREMISES** is prohibited. **KABA** shall be permitted to locate dumpsters on the **PREMISES**. **KABA** shall obtain **CITY's** approval for the location of the dumpster(s). Further, **KABA** shall screen the dumpster(s) and comply with **CITY's** ordinances, requirements and/or permitting process.

ARTICLE 13 – INDEMNITY AND HOLD HARMLESS

KABA does hereby agree that it will, at all times, during the term of this Agreement, indemnify and hold harmless **CITY**, and its officers, agents and employees against any and all claims, liability, loss, charges, damages, costs, expenses or attorney's fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring on **PREMISES** or as a result of any operations, works, acts or omission performed on **PREMISES** by **KABA**, its employees, agents or representatives, or resulting from **KABA's** failure to perform or observe any of the terms, covenants and conditions of this Agreement or resulting from any conditions of **PREMISES** by reason of which any person suffers personal injury, death or property loss or damage; provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses, or attorney's fees caused or resulting from the acts or omissions of **CITY**, or any of its officers, agents or employees.

Upon the filing with **CITY** of a claim for damages arising out of any incident(s) which **KABA** herein agrees to indemnify and hold **CITY** and others harmless, **CITY** shall notify **KABA** of such claim, and in the event that **KABA** does not settle or compromise such claim, then the **KABA** shall undertake the legal defense of such claim both on behalf of **KABA** and **CITY**. It is specifically agreed, however, that **CITY**, at its own cost and expense, may participate in the legal defense of any such claim, but shall have no right to control settlement under circumstances wherein the full amount of the settlement shall be paid by **KABA** and/or its insurers. Any judgment, final beyond all possibility of appeal, which may be rendered against **CITY**, or its officers, agents, or employees for any cause for which **KABA** is liable hereunder shall be conclusive against **KABA** as to liability and amount of damages.

ARTICLE 14 - INSURANCE

KABA shall procure and maintain, during the term of this Agreement, insurance policies, hereinafter specified, with **CITY**, and its officers, employees and agents listed as additional insureds in order to protect them. Said policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Insurance Department of the State. **KABA**, prior to executing this Agreement, shall furnish **CITY** with a Certificate of Insurance indicating compliance with the foregoing, including the naming of **CITY** as an "additional insured", and proof of payment of premium. **KABA** shall also provide a copy of the endorsement naming **CITY** as an additional insured. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled for any reason, or any material changes are made therein, the **CITY** will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. If, for any reason, the insurance coverage required herein lapses, **CITY** may declare this Agreement null and void as of the date no valid insurance policy was in effect.

Certificates of policy renewals shall be furnished to the **CITY** throughout the term of this Agreement. **CITY** reserves the right to reasonably increase the minimum liability insurance requirement set forth herein upon furnishing thirty (30) days advance, written notice to **KABA**, and **KABA** shall comply with said request, or be considered in material default of this Agreement. Should **KABA** fail to furnish, deliver and maintain such insurance as above provided, **CITY** may obtain such insurance and charge **KABA**, as an additional rental fee, the cost of such insurance, plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of **KABA** to take out and/or maintain the required insurance shall not relieve **KABA** from any liability under this Agreement.

The following insurance must be in effect and continue in effect during the term(s) of this Agreement in not less than the following amounts:

Liability Insurance with the following limits:

- a. Commercial General Liability: General Aggregate – Two Million Dollars (\$2,000,000);
Each Occurrence – One Million Dollars (\$1,000,000.00).
- b. Worker's Compensation statutory limits.
- c. Umbrella Liability:
Three Million Dollars (\$3,000,000.00) aggregate;

ARTICLE 15 – BENEFITS

The terms and conditions hereof shall inure to the benefit of the parties and be binding upon their successors.

ARTICLE 16- NONWAIVER OF RIGHTS

The failure of either party to insist upon strict performance of any of the terms, covenants or conditions herein contained shall not be deemed a waiver of any subsequent breach or default.

ARTICLE 17 – NONDISCRIMINATION

KABA, as a part of the consideration hereof, does hereby covenant, as a covenant running with the land, and agree that no person shall be subjected to discrimination in the use of **PREMISES** contrary to any Federal, State or **CITY** law, rule or regulation.

ARTICLE 18 - FAILURE TO OBSERVE TERMS OF AGREEMENT

Failure on the part of **KABA** to observe any of the other terms of this Agreement shall be grounds for termination of this Agreement. Prior to any parties taking action to terminate this Agreement, the nonbreaching party shall offer to meet with the breaching party to resolve this issue within thirty (30) days of the date of the written notice of breach. The failure of the breaching party to timely make themselves available for an informal dispute resolution meeting shall be deemed a waiver of this right.

ARTICLE 19 – INTEGRATION

This Agreement is fully integrated embodying the entire agreement between the parties and any written or oral understandings to the contrary shall be of no force or effect.

ARTICLE 20 – SEVERABILITY

This Agreement shall be construed under the laws of the State of Wisconsin. Any covenant, condition, or provision herein contained that it is held to be invalid by any court of competent jurisdiction shall be considered deleted from this Agreement, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so long as such deletion does not materially prejudice CITY or KABA in its respective rights and obligations contained in the valid remaining covenants, conditions, or provisions of this Agreement, and when such occurs, only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement.

ARTICLE 21 - TIME OF THE ESSENCE

Time is of the essence in each and every provision of this Agreement.

ARTICLE 22 – APPROVALS

CITY approvals required hereunder shall not be unreasonably withheld.

ARTICLE 23 – NOTICE

Any notice required to be given to any party to this Agreement shall be in writing and delivered either by hand or certified mail, return receipt requested, to the addresses indicated below, or such address as the parties indicate in writing. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail.

If to **CITY:** City Clerk/Treasurer,
Municipal Building, Room 105,
625 - 52nd Street,
Kenosha, Wisconsin 53140;

With a copy to: Office of the City Attorney
Municipal Building, Room 201,
625 - 52nd Street,
Kenosha, Wisconsin 53140.

If to **KABA Building, LLC:** Todd Battle, Manager
KABA Building, LLC
600 52nd Street, Suite 120
Kenosha, Wisconsin 53140

ARTICLE 24 – AUTHORITY

CITY enters into this Agreement by authorization of action taken by the action taken by the Common Council on the _____ day of May, 2011.

KABA represents that its signatories have authority to execute this Agreement on its behalf and that all required procedures in this regard, if any, have been satisfied.

ARTICLE 25 - FORCE MAJEURE

The failure or delay of any party to this Agreement to perform any obligation under this Agreement solely by reason of acts of God, acts of government, riots, wars, terrorism, civil insurrection or other acts of violence, embargoes, strikes, lockout, violent demonstrations, accidents in transportation, port congestion, or other unforeseeable causes beyond its reasonable control ("Force Majeure") shall not be deemed to be a breach of this Agreement; provided, however, that the party so prevented from complying with this Agreement shall not have procured such Force Majeure, shall have used reasonable diligence to avoid such Force Majeure and ameliorate its effects, and shall continue to take all action within its power to comply as fully as possible with the terms of this Agreement. Except where the nature of the event shall prevent it from doing so, the party suffering such Force Majeure shall notify the other party in writing within five (5) days after the occurrence of such Force Majeure and shall, in every instance, to the extent reasonable and lawful under the circumstances, use its best efforts to remove or remedy such cause with all reasonable dispatch.

KABA BUILDING, LLC
A Wisconsin Limited Liability Company

BY: _____
TODD BATTLE, Manager

Date: _____

BY: _____

Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2011, **Todd Battle, Manager**, of the **KABA BUILDING, LLC**, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument, and to me known to be such Manager of said limited liability company, and acknowledged that he executed the foregoing instrument as such officer as the agreement of said limited liability company by its authority.

Notary Public, Kenosha County, WI.
My Commission expires/is: _____

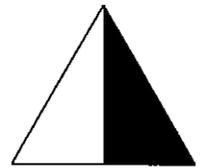
Drafted By:
WILLIAM K. RICHARDSON
Assistant City Attorney

Exhibit "A"



 Subject Property

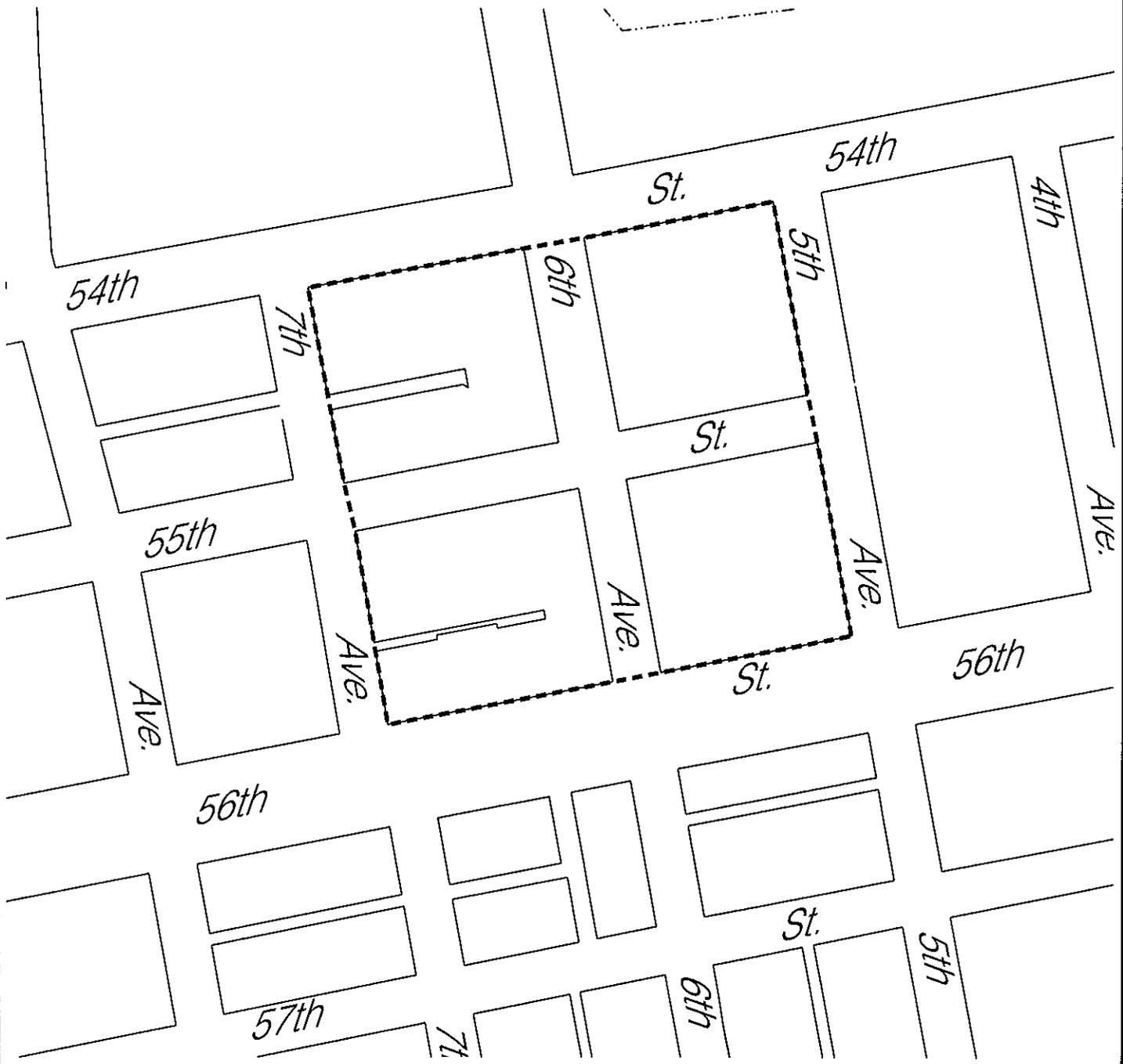
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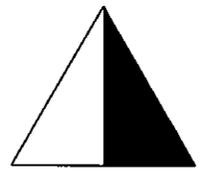


Exhibit "B"



 Replacement Parking Area

NORTH



LEASE LICENSE

By And Between

THE CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation,

And

KABA BUILDING, LLC
A Wisconsin Limited Liability Company

THIS **LICENSE AGREEMENT** ("**Agreement**"), Made and entered into by and between the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as **CITY**, and **KABA BUILDING, LLC**, a limited liability company organized and existing under the laws of the State of Wisconsin, and having its principal office, at the time of **Lease** execution, at 600 52nd Street, Suite 120, Kenosha, Wisconsin 53140, hereinafter referred to as **LESSEEKABA**.

WITNESSETH:

WHEREAS, **LESSEEKABA** recently purchased the property located at 5500 6th Avenue for the purpose of relocating its business office; and,

WHEREAS, **LESSEEKABA** is currently renovating the existing building to accommodate additional retail and office tenants; and

WHEREAS, **LESSEEKABA** has executed a lease agreement with Jockey International for the purpose of establishing a retail outlet at this location; and,

WHEREAS, **LESSEEKABA** has no on-site parking available for said building and its tenants; and,

WHEREAS, **LESSEEKABA** desires to **leaseutilize** off-site parking which is currently owned by **CITY** and located across the street ~~to accommodate the building tenants for the purpose of providing parking to its tenants;~~ and,

WHEREAS, **CITY** ~~owns certain parking lots which it~~ is willing to **leaselicense a portion of its parking lot** to **LESSEEKABA** in order to enable **LESSEEKABA** to provide needed parking for its tenants; and,

WHEREAS, downtown Kenosha is in need of reinvestment due to a decline in tax base and in employment opportunity; and,

WHEREAS, a purpose of this **LeaseAgreement** is to promote the expansion of the base in downtown Kenosha; and,

WHEREAS, it is to the mutual advantage of the parties to enter into this Lease Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings, understandings and agreements hereinafter set forth, the CITY and the LESSEEKABA agree as follows:

ARTICLE 1 – PREMISES

1.1 LAND FOR PARKING LOTS PARKING SPACES. CITY does hereby lease, let and demise to LESSEE the following parcels of land as parking lots: license to KABA for the exclusive use of KABA and/or its tenants during normal business hours the fifteen (15) parking spaces and space for sanitation as depicted on Exhibit A attached hereto and incorporated herein by reference ("PREMISES"). For purposes of this Agreement the larger parking lot in which the PREMISES is located shall be referred to as "Parking Lot".

- ~~Parcel No. 12-223-31-404-001 (portion)~~
- ~~Parcel No. 12-223-31-404-007 (portion)~~
- ~~Parcel No. 12-223-31-404-006~~
- ~~Parcel No. 12-223-31-404-005~~
- ~~Parcel No. 12-223-31-404-004~~

Said parcels (hereinafter "PREMISES") are further described on Exhibit "A", which is attached hereto and incorporated herein by reference. All improvements hereinafter constructed by LESSEE, if any, shall be deemed to be included within the meaning of PREMISES.

1.2 PREMISES "AS IS". LESSEEKABA takes PREMISES under this Lease Agreement in "as is" condition. By executing this Lease Agreement, LESSEEKABA acknowledges that it has inspected PREMISES and has found PREMISES satisfactory for its intended use.

1.3 REDUCTION IN SIZE OF PREMISES. Should CITY, during the term of this lease Agreement, require any portion of leased the PREMISES for expansion of any street, sidewalk, right of way, or future economic development, CITY may so notify LESSEEKABA and the size of PREMISES shall be so reduced with the portion of the parcel(s) PREMISES required by CITY reverting to CITY, and this Lease Agreement with respect to that portion of the parcel(s) PREMISES shall terminate. In the event that any portion of leased PREMISES is so reduced, CITY shall have an obligation to replace the lost parking spaces within the area described on Exhibit "B", referenced in 1.4 of this Lease.

1.4 CITY MAY SUBSTITUTE PARCELS. CITY may, at its sole discretion, substitute parking spaces of equivalent number on any parcel of land, within an area described on Exhibit "B", which is attached hereto and incorporated herein by reference, for any parking spaces on any parcel included in the definition of PREMISES herein, with no change in any other provision of this Lease. Any such substitution shall be upon thirty (30) days advance written notice by CITY to LESSEEKABA. Upon the expiration of said notice period, this Lease Agreement shall be deemed amended as to the description of PREMISES.

ARTICLE 2 – TERM

2.1 TERM. The term of this **LeaseAgreement**, subject to early termination as hereinafter provided, is five (5) years, commencing from the date of lease execution, hereinafter referred to as "TERM".

2.2 OPTION TERMS. **LESSEEKABA** shall have the option to renew this **LeaseAgreement** for three (3) additional five (5) year terms upon the same terms and conditions contained in this **LeaseAgreement** provided **LESSEEKABA** gives **CITY** written notice of **LESSEEKABA's** intention to exercise said option at least ninety (90) days, but no more than one hundred eighty (180) days, prior to the expiration of the term; and provided further that **LESSEEKABA** is not in default, but is in full compliance with all of the terms and provisions of this **LeaseAgreement** at the time of exercise of such option to renew. Notwithstanding the above **CITY** shall have the right, within thirty (30) days of **LESSEEKABA's** notice to exercise its option, to provide **LESSEEKABA** with notice of **CITY's** intent to increase **LESSEEKABA's** rental fee. In the event the parties cannot, within thirty (30) days of **CITY's** notice, agree upon a rental fee either party may terminate this **LeaseAgreement**.

2.3 EARLY TERMINATION. Either party may terminate this **LeaseAgreement** should there be a material breach thereof by the other which is not cured within sixty (60) days time following written notice thereof, and any demand for curative action.

2.4 LESSEEKABA'S RIGHTS UPON LEASE TERMINATION OR EXPIRATION OF AGREEMENT. Upon termination or expiration of this **LeaseAgreement**:

2.4.1 Condition. **LESSEEKABA** shall deliver possession of the **PREMISES** to **CITY** in good condition, ordinary wear and tear excepted.

2.4.2 Improvements. **CITY** shall be entitled to retain all **Improvements** to **PREMISES** made by **LESSEEKABA**.

~~**2.4.3 Personal Property.** **LESSEE** may remove its personal property to which title has not passed to **CITY**, upon the condition that it be responsible for any damage to **PREMISES** occurring in the course of such removal.~~

ARTICLE 3 – CONSIDERATION

3.1 CONSIDERATION. **LESSEEKABA** agrees to pay to **CITY**, for use and occupancy of **PREMISES** for the period commencing from the date of execution of this **LeaseAgreement**, the annual rental fee of One Dollar (\$1.00).

ARTICLE 4 – IMPROVEMENTS

~~**4.1 DEFINITION.** "Improvements" shall mean and include construction, reconstruction, alteration, modification, additions, expansion and replacement of structures and facilities and shall also include landscaping. Improvements shall not include a parking structure which is prohibited under this Lease or **CITY** ordinances.~~

~~4.2 PERMISSION TO IMPROVE PREMISES. LESSEE, at its own cost and expense, may improve PREMISES for use as a parking lot.~~

~~4.3 PLANS AND SPECIFICATIONS. Plans and specifications for the construction of any improvements shall be submitted for review and approval in accordance with CITY ordinances and practices. The CITY shall not unreasonably withhold approval. In the event of disapproval, the CITY shall advise LESSEE, in writing, of the reasons therefor. The CITY may request reasonable modifications of the proposed plans and specifications.~~

~~4.4 CONSTRUCTION LIENS. LESSEE, in making improvements upon PREMISES, shall not grant permission for or permit any liens for labor or materials to attach thereto without the prior, written consent of CITY, nor allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to file or claim a lien against PREMISES. In order to avoid such liens, LESSEE shall promptly pay or cause to be paid all bills for labor and materials. In the event any involuntary lien attaches to PREMISES, LESSEE shall take such steps as shall cause the discharge of such lien within sixty (60) days after the filing thereof, or deposit a like amount in escrow until the lien is discharged.~~

~~Nothing contained herein shall preclude LESSEE or its contractor from, in good faith, defending against claims for labor or material which they believe unwarranted.~~

~~4.5 UNAUTHORIZED IMPROVEMENTS. Should LESSEE make any improvements without prior CITY approval, upon written notice to do so, LESSEE shall remove the same or, at the option of CITY, cause the same to be changed, modified or reconstructed to the satisfaction of CITY. Should LESSEE fail to comply with such notice within thirty (30) days of receipt thereof, or should LESSEE commence to comply therewith and fail to pursue such work diligently to completion, CITY may effect the removal, change, modification or reconstruction thereof, and LESSEE shall pay the cost thereof to CITY, upon demand.~~

~~4.6 RISK OF LOSS. LESSEE assumes the risk of loss or damage to all of the construction of improvements prior to the completion thereof and the risk of loss or damage to all property of CITY arising out of or in connection with the performance of the construction work. In the event of such loss or damage, LESSEE shall forthwith repair, replace, restore and/or reconstruct the construction work and the property of CITY without cost or expense to CITY.~~

~~4.7 INDEMNITY AND HOLD HARMLESS BY CONTRACTORS. LESSEE shall require its contractors who construct improvements to indemnify and hold harmless CITY, and its officers, employees and agents against any and all claims, liability, loss, charges, damages, costs, expenses or attorney's fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring on PREMISES arising out of any act or omission involving the construction of improvements by reason of which any person suffers personal injury, death or property loss or damage, provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses or attorney's fees~~

~~caused or resulting from the acts or omissions of CITY, or any of its officers, agents or employees.~~

~~4.8 INSPECTION. CITY shall have the right, through its duly designated representatives, to inspect the construction work, at any and all reasonable times during the progress thereof and from time to time, in its discretion, to take samples and perform testing on any part of the construction work, but the taking of samples and testing shall be conducted so as to minimize interference with the construction work, if such minimization of impact can be accomplished without diminishing the effectiveness or accuracy of the sampling and/or tests.~~

~~4.9 NO CONTRACTOR'S RIGHTS AGAINST CITY. Nothing contained herein shall grant or be deemed to grant to any contractor, architect, supplier, subcontractor or any other person engaged by LESSEE or any of its contractors in the performance of any part of the construction work any right of action or claim against CITY, or its officers, agents and employees with respect to any work any of them may do in connection with the construction work.~~

~~Nothing contained herein shall create, or be deemed to create, any relationship between CITY, and any such contractor, architect, supplier, subcontractor or any other person engaged by LESSEE or any of its contractors in the performance of any part of the construction work and CITY shall not be responsible to any of the foregoing for any payments due or alleged to be due thereto for any work performed or materials purchased in connection with the construction work.~~

ARTICLE 54 - CARE, MAINTENANCE AND REPAIR OF PREMISES

~~54.1 LESSEE'S RESPONSIBILITIES. MAINTENANCE. LESSEECITY shall, at all times, be responsible for the care, maintenance and repair of PREMISES, including all improvements made by LESSEE, whether such work be ordinary, extraordinary, structural or otherwise, arising from any cause, and of any nature, all to be performed in a good and workmanlike manner, and in accordance with the provisions of this Lease. LESSEE shall, at all times:~~

- ~~(a) Keep PREMISES and improvements and personal property thereon, in a clean, neat and sanitary condition.~~
- ~~(b) Repair any damage arising from and attributable to the operations of LESSEE to the paving or other surface of PREMISES caused by oil, gasoline, lubricants, solvents or other flammable, corrosive or damaging liquids and substances.~~
- ~~(c) Take measures to prevent erosion, including planting and replanting of grasses on portions of PREMISES not paved or built upon, keep such area free of noxious weeds, and keep grassy areas cut to a height not to exceed six (6") inches.~~
- ~~(d) Maintain and repair all utility lines and equipment placed upon PREMISES by LESSEE.~~
- ~~(e) Maintain improvements and perform all repair work in accordance with State and CITY laws, rules and regulations.~~
- ~~(f) Be responsible for painting, decorating, routine maintenance and care of PREMISES including its lawn and landscaping.~~

~~5.2 TIME REQUIREMENTS FOR REPAIRS. LESSEE shall have thirty (30) days from the date on which the condition arose to repair any minor damage to PREMISES and one hundred twenty (120) days from the date on which the condition arose to repair any major damage to PREMISES. As used herein, minor damage shall be damage to PREMISES or improvements which would cost Five Hundred (\$500.00) Dollars or less to repair, and major damage shall be damage to PREMISES or improvements which would cost in excess of Five Hundred (\$500.00) Dollars to repair. LESSEE, for good cause, may request from the CITY an extension of time to complete repairs.~~

~~Notwithstanding the above, emergency repairs shall be conducted by LESSEE as soon as possible when required to preserve the PREMISES.~~

~~4.2 UNAUTHORIZED IMPROVEMENTS. KABA shall not make any improvements without prior CITY approval. Should KABA make any improvements without prior CITY approval, upon written notice to do so, KABA shall remove the same or, at the option of CITY, cause the same to be changed, modified or reconstructed to the satisfaction of CITY. Should KABA fail to comply with such notice within thirty (30) days of receipt thereof, or should KABA commence to comply therewith and fail to pursue such work diligently to completion, CITY may effect the removal, change, modification or reconstruction thereof, and KABA shall pay the cost thereof to CITY, upon demand.~~

~~5.3 DEFAULT BY LESSEE. In the event LESSEE fails to exercise a reasonable degree of care, as circumstances may dictate, with respect to the care, maintenance and repair of PREMISES or improvements within the time provided for, or if no time is provided for, within a period of thirty (30) days following receipt of written notice, to do any such work required by this Lease, or, upon commencement thereof, fails to diligently continue to complete any such work, CITY may, at its option, and in addition to any remedies otherwise available to it, enter PREMISES with reasonable, advance notice if LESSEE is available to receive such notice, without such entering causing or constituting a cancellation of this Lease or an interference with possession of PREMISES, and care for, maintain or repair all or any part of PREMISES or improvements, and do all things reasonably necessary to accomplish the work required, the cost and expense of which shall be payable to CITY by LESSEE, on demand. Furthermore, should CITY undertake any work hereunder, LESSEE waives any claims for damages, consequential or otherwise, against CITY as a result therefrom, except claims for damages arising from the CITY'S sole negligence.~~

~~The foregoing shall in no way affect or alter the continuing obligations of LESSEE as set forth in this Lease and shall not impose or be construed to impose upon CITY any obligations to care for, maintain or repair PREMISES or improvements.~~

ARTICLE 65 - ACCESS TO PREMISES EXPENSES

~~LESSEE agrees to and shall permit CITY to send its representatives and employees onto PREMISES for the purpose of an inspection thereof. In nonemergency situations, LESSEE shall be provided with reasonable, advance notice of an inspection if~~

~~LESSEE is available to receive such notice~~LESSEE.

KABA shall pay CITY as a common area expense an amount determined by multiplying the ratio of parking spaces constituting the PREMISES to the total parking spaces of the Parking Lot total cost and expense of care, maintenance and repair of the Parking Lot. These costs and expenses shall include, but are not limited to, utility charges (including stormwater utility), lighting, snow removal, striping, planting/maintaining landscaping and surface repair/replacement. Said expenses shall be invoiced by CITY and KABA shall pay said expenses within thirty (30) days of receipt of CITY's statement.

ARTICLE ~~76~~ – SIGNS

LESSEEKABA shall not place or erect any signs on or about PREMISES without the prior, written approval of CITY. Further, any sign shall comply with all applicable CITY ordinances.

ARTICLE ~~87~~ – UTILITIES

LESSEEKABA shall pay for all utilities used on PREMISES. CITY may require all utility pipes, wires and conduits to be underground. LESSEEKABA will obtain all necessary permits for any utility services, will pay any required connection fees, and will pay the costs and expense of bringing utility services to the PREMISES to be served.

ARTICLE ~~98~~ - USE OF PREMISES

LESSEEKABA shall occupy and use PREMISES ~~for the following purpose~~ and for no ~~purpose~~ other ~~than a purpose whatsoever~~: parking lots ~~not improved with a parking structure for employees and customers~~. LESSEEKABA may not enter into an agreement to license or permit or lease/rent additional parking in the lot in which the PREMISES is contained, on PREMISES by anyone other than an employee or customer.

ARTICLE ~~409~~ – ASSIGNMENT/SUBLEASE

With the prior, written approval of the Common Council of CITY, LESSEEKABA, except as to entities owned and controlled by LESSEEKABA, may assign this LeaseAgreement only to any party which acquires the real estate commonly known as 5500 6th Avenue, Kenosha, Wisconsin. Approval shall not be unreasonably withheld or unduly delayed. ~~LESSEE may not sublease PREMISES~~. An unauthorized assignment ~~or sublease~~ shall render this LeaseAgreement null and void, at the option of CITY.

Any assignment shall be conditioned upon assignee entering into a written agreement through which it agrees to be bound by all of the terms, conditions and obligations of this LeaseAgreement.

ARTICLE ~~4410~~ - GOVERNMENTAL REQUIREMENTS

~~4410.1~~ LAWS, RULES, REGULATIONS AND OTHERS. LESSEEKABA agrees to observe and obey any and all CITY laws, rules and regulations, as they now exist and as they

may be enacted or amended in the future, and with every lawful order given by any public officer pursuant thereto, and to require its officers, agents, employees, contractors, and suppliers to observe and obey the same.

410.2 LICENSES, CERTIFICATES AND PERMITS. **LESSEEKABA** shall procure all licenses, certificates, permits and other authorizations required by any and all governmental authorities, including CITY, having jurisdiction over PREMISES or over **LESSEEKABA's** operations at PREMISES.

~~41.3 TAXES AND FEES. LESSEE shall pay any and all lawful taxes, license, certification, permit, examination and use fees and excise taxes which may be assessed, levied, exacted or imposed on PREMISES or LESSEE'S operation hereunder, and shall make all applications, reports and returns required in connection therewith LESSEE.~~

~~ARTICLE 12 - QUIET ENJOYMENT~~

~~_____ CITY covenants and agrees, so long as LESSEE shall duly and punctually perform and observe all the terms and conditions hereof, that LESSEE shall peaceably and quietly have, hold and enjoy PREMISES, subject to the right of CITY to inspect PREMISES, and exercise other rights provided and reserved to it herein.~~

ARTICLE 4311 - NATURAL DISASTER

LESSEEKABA'S obligations during the term of the **Lease Agreement** shall neither abate nor be suspended by virtue of any damage to **PREMISES** or improvements resulting from any natural disaster.

ARTICLE 4412 - INTERRUPTION IN USE OR ENJOYMENT

CITY shall not be liable to **LESSEEKABA** for money damages arising out of any interruption in **LESSEEKABA's** use or enjoyment of **PREMISES** by reason of any physical damage to **PREMISES** or improvements, unless such damage is the direct result of an action by a CITY employee or agent performing a duty or task for the CITY, and, in that event, CITY shall be liable only for the costs of repair or reconstruction. The **rental license** fees, in such event, shall not abate, ~~unless PREMISES is damaged to such extent that it is totally or partially unusable, in which event, the rental charge shall proportionately abate for the period of time PREMISES is totally or partially unusable, computed by multiplying the annual rental charge by a fraction, the numerator of which is equal to the number of days needed to repair the building or structure, multiplied by the amount of unusable square footage and the denominator of which is equal to three hundred sixty five (365) days multiplied by the total floor surface area of the building or structure.~~

~~ARTICLE 15 - INDEMNITY AND HOLD HARMLESS~~

~~_____ LESSEE does hereby agree that it will, at all times, during the TERM of this Lease, indemnify and hold harmless CITY, and its officers, agents and employees against~~

~~any and all claims, liability, loss, charges, damages, costs, expenses or attorney's fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring on PREMISES or as a result of any operations, works, acts or omission performed on PREMISES by LESSEE, its employees, agents or representatives, or resulting from LESSEE'S failure to perform or observe any of the terms, covenants and conditions of this Lease or resulting from any conditions of PREMISES by reason of which any person suffers personal injury, death or property loss or damage; provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses, or attorney's fees caused or resulting from the acts or omissions of CITY, or any of its officers, agents or employees.~~

~~Upon the filing with CITY of a claim for damages arising out of any incident(s) which LESSEE herein agrees to indemnify and hold CITY and others harmless, CITY shall notify LESSEE of such claim, and in the event that LESSEE does not settle or compromise such claim, then the LESSEE shall undertake the legal defense of such claim both on behalf of LESSEE and CITY. It is specifically agreed, however, that CITY, at its own cost and expense, may participate in the legal defense of any such claim, but shall have no right to control settlement under circumstances wherein the full amount of the settlement shall be paid by LESSEE and/or its insurers. Any judgment, final beyond all possibility of appeal, which may be rendered against CITY, or its officers, agents, or employees for any cause for which LESSEE is liable hereunder shall be conclusive against LESSEE as to liability and amount of damages.~~

ARTICLE ~~46~~13 - SANITATION – STORAGE

~~LESSEEKABA shall not permit any unattractive or unsanitary accumulation of trash, garbage, refuse, debris or litter on PREMISES. The piling of boxes, cartons, drums, cans, parts or other similar items on or about PREMISES is prohibited. LESSEEKABA shall be permitted to locate dumpsters on the PREMISES. LESSEEKABA shall obtain CITY's approval for the location of the dumpster(s). Further, LESSEEKABA shall screen the dumpster(s) and comply with CITY's ordinances, requirements and/or permitting process.~~

LESSEE shall not permit any unattractive or unsanitary accumulation of trash, garbage, refuse, debris or litter on PREMISES. The disposal of noxious or hazardous materials including, but not limited to, materials identified as hazardous, toxic or dangerous in any applicable Federal, State, or local law on or about PREMISES is prohibited. LESSEE shall be permitted to locate dumpsters on the PREMISES. LESSEE shall obtain CITY's approval for the location of the dumpster(s). Further, LESSEE shall screen the dumpster(s) and comply with CITY's ordinances, requirements and/or permitting process.

ARTICLE ~~47~~14 – BENEFITS

The terms and conditions hereof shall inure to the benefit of the parties and be binding upon their successors.

ARTICLE 1815 - NONWAIVER OF RIGHTS

The failure of either party to insist upon strict performance of any of the terms, covenants or conditions herein contained shall not be deemed a waiver of any subsequent breach or default.

ARTICLE 19—INSURANCE

~~LESSEE shall procure and maintain, during the TERM of this Lease, insurance policies, hereinafter specified, with CITY, and its officers, employees and agents listed as additional insureds in order to protect them. Said policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Insurance Department of the State. LESSEE, prior to executing this Lease, shall furnish CITY with a Certificate of Insurance indicating compliance with the foregoing, including the naming of CITY as an "additional insured", and proof of payment of premium. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled for any reason, or any material changes are made therein, the CITY will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. If, for any reason, the insurance coverage required herein lapses, CITY may declare this Lease null and void as of the date no valid insurance policy was in effect.~~

~~Certificates of policy renewals shall be furnished to the CITY throughout the TERM of this Lease. CITY reserves the right to reasonably increase the minimum liability insurance requirement set forth herein upon furnishing thirty (30) days advance, written notice to LESSEE, and LESSEE shall comply with said request, or be considered in material default of this Lease. Should LESSEE fail to furnish, deliver and maintain such insurance as above provided, CITY may obtain such insurance and charge LESSEE, as an additional rental fee, the cost of such insurance, plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of LESSEE to take out and/or maintain the required insurance shall not relieve LESSEE from any liability under this Lease. The insurance requirement shall not be construed to conflict with the obligations of LESSEE in ARTICLE 15—INDEMNITY AND HOLD HARMLESS.~~

~~The following insurance must be in effect and continue in effect during the term(s) of this Lease in not less than the following amounts:~~

- ~~Liability Insurance with the following limits:~~
 - ~~a. Commercial General Liability: General Aggregate—Two Million Dollars (\$2,000,000);~~
 - ~~Each Occurrence—Two Million Dollars (\$2,000,000.00).~~
 - ~~b. Automobile Liability:~~
 - ~~Bodily injury per person: Two Million Dollars (\$2,000,000.00);~~
 - ~~Bodily injury per accident: Two Million Dollars (\$2,000,000.00);~~
 - ~~Property damage—Five Hundred Thousand Dollars (\$500,000.00); OR a combined single limit of Two Million Dollars (\$2,000,000.00).~~
 - ~~c. Worker's Compensation statutory limits.~~
 - ~~d. Umbrella Liability:—~~
 - ~~Three Million Dollars (\$3,000,000.00) per person;~~
 - ~~Three Million Dollars (\$3,000,000.00) aggregate;~~

ARTICLE 2016 – NONDISCRIMINATION

LESSEEKABA, as a part of the consideration hereof, does hereby covenant, as a covenant running with the land, and agree that no person shall be subjected to discrimination in the use of **PREMISES** contrary to any Federal, State or **CITY** law, rule or regulation.

ARTICLE 21 – SNOW REMOVAL

~~LESSEE shall be responsible for removal of snow from PREMISES, for any parcel for which LESSEE has assumed possession and control.~~

ARTICLE 2217 - FAILURE TO OBSERVE TERMS OF LEASE AGREEMENT

Failure on the part of **LESSEEKABA** to ~~pay any of the rent due and owing under the terms of this lease or~~ observe any of the other terms of this **Lease Agreement** shall be grounds for termination of this Agreement. ~~eviction as provided for under Wisconsin Statutes. In the event of any Lease termination, LESSEE shall have Thirty (30) days after CITY'S written notice of termination to remove its personal property from PREMISES. Prior to termination of this Lease as provided for under this Article, LESSEE shall have the right to appear before the Common Council as a part of the termination process. Prior to any parties taking action to terminate this Agreement, the nonbreaching party shall offer to meet with the breaching party to resolve this issue within thirty (30) days of the date of the written notice of breach. The failure of the breaching party to timely make themselves available for an informal dispute resolution meeting shall be deemed a waiver of this right.~~

ARTICLE 2318 – INTEGRATION

This **Lease Agreement** is fully integrated embodying the entire agreement between the parties and any written or oral understandings to the contrary shall be of no force or effect.

ARTICLE 2419 – SEVERABILITY

This **Lease Agreement** shall be construed under the laws of the State of Wisconsin. Any covenant, condition, or provision herein contained that it is held to be invalid by any court of competent jurisdiction shall be considered deleted from this **Lease Agreement**, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so long as such deletion does not materially prejudice **CITY** or **LESSEEKABA** in its respective rights and obligations contained in the valid remaining covenants, conditions, or provisions of this Lease, and when such occurs, only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement.

ARTICLE 2520 - TIME OF THE ESSENCE

Time is of the essence in each and every provision of this **Lease Agreement**.

ARTICLE 2621 – APPROVALS

CITY approvals required hereunder shall not be unreasonably withheld.

ARTICLE 2722 – NOTICE

Any notice required to be given to any party to this Agreement shall be in writing and delivered either by hand or certified mail, return receipt requested, to the addresses indicated below, or such address as the parties indicate in writing. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail.

If to CITY: City Clerk/Treasurer,
Municipal Building, Room 105,
625 - 52nd Street,
Kenosha, Wisconsin 53140;

With a copy to: Office of the City Attorney
Municipal Building, Room 201,
625 - 52nd Street,
Kenosha, Wisconsin 53140.

If to KABA Building, LLC: Todd Battle, Manager
KABA Building, LLC
600 52nd Street, Suite 120
Kenosha, Wisconsin 53140

ARTICLE 2823 – AUTHORITY

CITY enters into this Lease by authorization of action taken by the action taken by the Common Council on the _____ day of May, 2011.

LESSEEKABA represents that its signatories have authority to execute this Lease Agreement on its behalf and that all required procedures in this regard, if any, have been satisfied.

ARTICLE 2924 - FORCE MAJEURE

The failure or delay of any party to this Agreement to perform any obligation under this Agreement solely by reason of acts of God, acts of government, riots, wars, terrorism, civil insurrection or other acts of violence, embargoes, strikes, lockout, violent demonstrations, accidents in transportation, port congestion, or other unforeseeable causes beyond its reasonable control ("Force Majeure") shall not be deemed to be a breach of this Agreement; provided, however, that the party so prevented from complying with this Agreement shall not have procured such Force Majeure, shall have used reasonable diligence to avoid such Force Majeure and ameliorate its effects, and shall continue to take all action within its power to comply as fully as possible with the terms of this Agreement. Except where the nature of the event shall prevent it from doing so, the party suffering such Force Majeure shall notify

the other party in writing within five (5) days after the occurrence of such Force Majeure and shall, in every instance, to the extent reasonable and lawful under the circumstances, use its best efforts to remove or remedy such cause with all reasonable dispatch.

~~ARTICLE 30 – INFORMAL DISPUTE RESOLUTION~~

~~Prior to any parties taking action to terminate this Lease for reason of breach of the other party, the nonbreaching party shall offer to meet with the breaching party to resolve this issue within thirty (30) days of the date of the written notice of breach. The failure of the breaching party to timely make themselves available for an informal dispute resolution meeting shall be deemed a waiver of this right.~~

KABA BUILDING, LLC
A Wisconsin Limited Liability Company

BY: _____
TODD BATTLE, Manager

Date: _____

BY: _____

Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

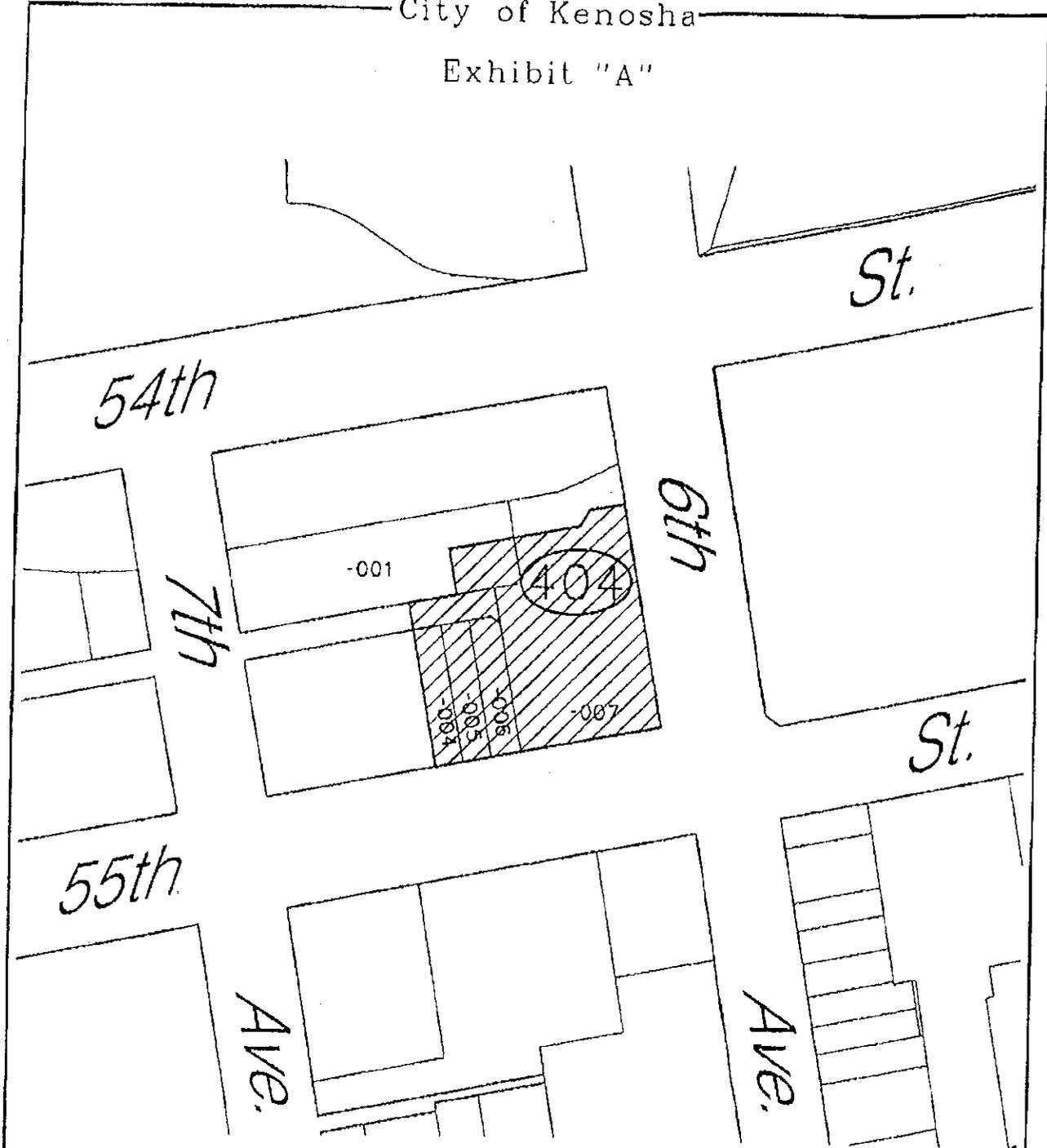
Personally came before me this _____ day of _____, 2011, **Todd Battle, Manager**, of the **KABA BUILDING, LLC**, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument, and to me known to be such Manager of said limited liability company, and acknowledged that he executed the foregoing instrument as such officer as the agreement of said limited liability company by its authority.

Notary Public, Kenosha County, WI.
My Commission expires/is: _____

Drafted By:
WILLIAM K. RICHARDSON
Assistant City Attorney

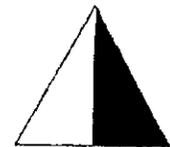
City of Kenosha

Exhibit "A"



 Subject Property

NORTH



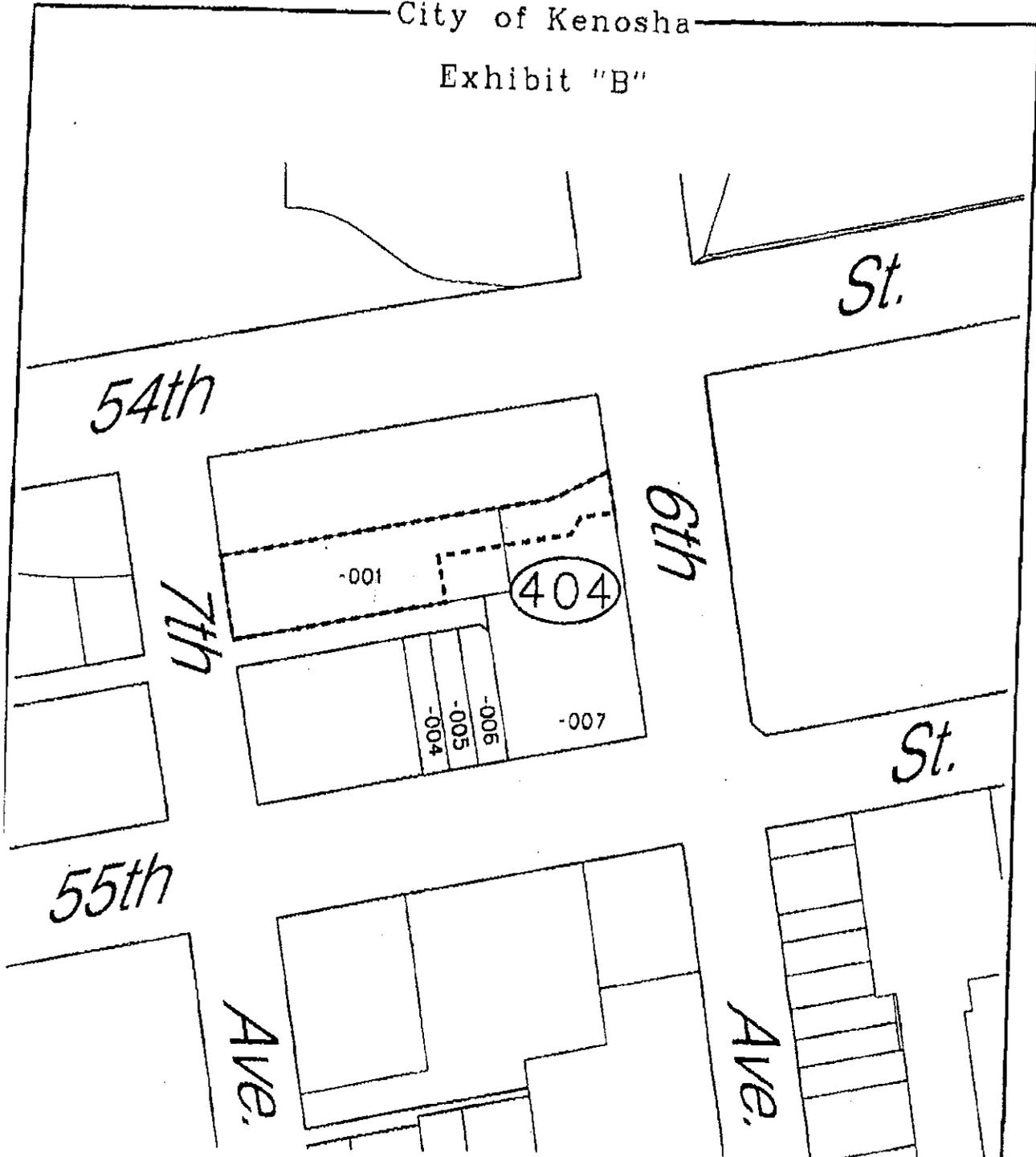
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Common Council Agenda Item # K.2.

City of Kenosha

Exhibit "B"



St.

54th

6th

7th

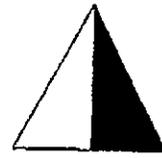
St.

55th

Ave.

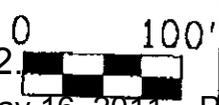
Ave.

NORTH



Replacement Parking Area

Common Council Agenda Item # K.2



MASTER SERVICES AGREEMENT

This Agreement for ERP Selection Services (this “**Agreement**”) is entered into as of this 23 day of May, 2011, between The City of Kenosha, WI, a municipal corporation, having its offices at 625 52nd Street, Kenosha, WI 53140 (the “**Government**”) and the Government Finance Officers Association of the United States and Canada, an Illinois not-for-profit corporation, having its offices at 203 North LaSalle Street, Suite 2700, Chicago, Illinois 60601 (“**Consultant**” or “**GFOA**”).

RECITALS

WHEREAS, the Government desires to hire Consultant to perform certain services and Consultant is willing to provide such services in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

AGREEMENT

I. DEFINITIONS

- A. “**Project Manager**” shall mean David Melby, Consulting Solutions Manager, GFOA.
- B. “**Contract Administrator**” shall mean Frank J. Pacetti, the City Administrator

II. TERM

This Agreement shall become effective as of May 16, 2011, and shall remain in effect until all Services (as defined below) are performed by Consultant or December 31, 2012, whichever occurs first, unless sooner terminated as provided in this Agreement.

III. SERVICES

- A. General Scope: Consultant shall perform the work and services as described in Exhibit A, which is hereby made a part of this Agreement (all such services and work performed hereunder is collectively referred to herein as the “**Services**”).

- B. Standard of Work: The performance of the Services pursuant to the terms of this Agreement shall conform to high professional standards in the field of public finance. Consultant shall use reasonable efforts to formulate opinions and create information upon which the Government may rely. The substance of such opinions and information, however, is not guaranteed by Consultant to be free from omission or errors except insofar as such errors or omissions occur as a result of gross negligence or willful misconduct by Consultant.
- C. Compliance with Applicable Law: Consultant shall perform the Services under this Agreement in compliance with all applicable laws, ordinances and regulations.
- D. Location: Consultant shall provide the Services to the Government at one or more locations mutually agreed upon by the Contract Administrator and Project Manager, or other officer of GFOA.
- E. Oversight: All work shall be overseen by the Project Manager named herein, or other person employed by GFOA that is acceptable to Government.

IV. RELATIONSHIP OF PARTIES

- A. Independent Contractor: Consultant is an independent contractor and shall not be deemed a partner or agent of or joint venturer with the Government. The employees and agents of Consultant who will be involved in the performance of the Services shall not be deemed the employees or agents of the Government. Neither party shall have any right, power or authority to create any contract or obligation on behalf of, or binding upon, the other party, without the prior written consent of such other party.
- B. No Interest: Consultant hereby acknowledges that it (i) has no personal or financial interest in the project requiring the performance of the Services other than the fee it is to receive under this Agreement; (ii) shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services hereunder; and (iii) does not and will not employ or engage any person with a personal or financial interest in the project requiring the Services under this Agreement.

V. PUBLICATIONS

As an educational, nonprofit, professional membership association, Consultant reserves the right to publish non-confidential documents describing the results of, or created during, the Services performed under this Agreement. Consultant will not publish any item with the name of the Government without obtaining the prior written consent of the Government.

VI. PROPRIETARY ITEMS

All work product produced as a result of the Services provided hereunder shall be the property of the Government; however, Consultant's methodologies (e.g., surveys, reference databases) that it has developed before and during this engagement are the property of Consultant (collectively, and together with any Consultant proprietary assessment tools, the "**GFOA Intellectual Property**"). In particular, in the course of performance hereunder, Consultant may use (and may authorize the Government's personnel to use) certain GFOA Intellectual Property to assist in engagement completion. The Government shall not have or obtain any right or title to or interest in such GFOA Intellectual Property (or in any modifications or enhancements thereto). Consultant makes no express or implied warranties of any kind regarding the GFOA Intellectual Property.

VII. COMPENSATION OF CONSULTANT

The Consultant shall be paid on the basis of a firm fixed price of \$149,460 for Phases I, II and III, and on the basis of actual time spent providing Services for Phase IV (Contract Negotiations). The fixed price and Consultant's hourly billing rate are set forth in Exhibit A. Payment shall be made by the Government to Consultant on the basis of Services and the work product rendered as shown in Exhibit A, following the Government's receipt of an invoice, which invoice shall be due within thirty (30) days of the date thereof (the "**Payment Date**").

Invoices shall be mailed to:

Mr. Frank J. Pacetti
City Administrator
City of Kenosha
625 52nd Street
Room 300
Kenosha, WI 53140

VIII. INSURANCE

A. Consultant agrees to procure and maintain in effect during the term of this Agreement insurance policies in the amount and with the type of coverage shown below:

1. Workers Compensation insurance in the form and amount required by applicable law(s).
2. Commercial General Liability insurance on an “Occurrence Basis” with limits of liability not less than \$1,000,000 per occurrence and/or combined single-limit bodily injury and property damage, with no deductible.
3. Motor Vehicle Liability, including No-Fault coverage, with limits of liability not less than \$500,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. Coverage shall include all non-owned vehicles, and all hired vehicles.
4. Professional Liability, with limits of liability of \$3,000,000 per claim and policy aggregate.

B. Certificate of Insurance: The insurance coverages listed above shall be verified by a Certificate of Insurance issued to the Government and shall provide that should any of the described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the certificate holder.

C. Government to be named as an additional insured. Contractor shall provide Government with a copy of the endorsement.

IX. INDEMNIFICATION; LIMITATION ON LIABILITY

- A. Mutual Indemnification: Subject to any limitation set forth below in Clause B, each party (the “**Indemnifying Party**”) shall indemnify, defend and hold harmless the other party (the “**Indemnified Party**”) and its respective officers, directors, employees and agents against any and all actions, controversies, demands, suits, proceedings, claims, causes of action, liabilities, losses, costs, interest, penalties, demands, expenses and damages of any kind whatsoever (including reasonable attorneys' fees and costs incurred in connection with the arbitration or resolution of any dispute as set forth herein) (collectively, “**Losses**”) related to or arising, directly or indirectly, from any claims of third parties against an Indemnified Party arising out of the acts or omissions of the Indemnifying Party or any of its employees and/or agents.

B. Limitation of Liability: Consultant’s liability for any matter arising under this Agreement or from any transaction contemplated herein, including without limitation the provision of the Services, shall not exceed the actual amount paid by an insurer as a result of any claim made with respect to such matter under Consultant’s insurance policies as set forth in Section VIII (the “**Liability Cap**”). The Government acknowledges that the Liability Cap is a material term upon which Consultant has relied in entering into this Agreement and that Consultant would not have entered into this Agreement in the absence of such provision. Consultant’s liability will not be affected by any deductible amounts contained in the policies described in Section VIII.

X. ACCEPTANCE AND RELEASE

The Government shall be deemed to have accepted all Services in a given Phase and the work product resulting therefrom upon the earlier to occur of: (i) the Government’s payment of the invoice received from Consultant in respect of the Services; or (ii) the Payment Date; *provided, that* prior to such date the Government did not provide written notice to Consultant that it believes Consultant has breached this Agreement. Upon such acceptance, the Government shall be deemed to have released Consultant from any liability resulting from such phase of the Services.

XI. DISCLAIMER

The Government hereby acknowledges that (i) Consultant is not the software provider or systems integrator, (ii) Consultant’s role is to provide information, analysis and advisory services, and (iii) the decision on a software and services vendor is solely that of the Government. Accordingly, the Government agrees that Consultant shall bear no responsibility and shall incur no liability with respect to the performance or provision of the software, hardware, or implementation services.

XII. NONDISCRIMINATION

The Consultant agrees to comply with the nondiscrimination provisions of all applicable laws and to take affirmative action to assure that applicants are employed and that employees are treated during employment in a manner that provides equal employment opportunity and tends to eliminate any inequality based upon race, national origin or sex.

XIII. TERMINATION OF AGREEMENT AND RIGHTS UPON TERMINATION

A. Termination without Cause: Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other party.

- B. Termination for Cause: Either party may immediately terminate this Agreement in the event that (i) the other party seeks protection under the bankruptcy laws (other than as a creditor) or (ii) any assignment is made for the benefit of creditors or a trustee is appointed for all or any portion of such other party's assets.
- C. Effect of Termination: If the Services are terminated under this Section XIII, (i) Consultant shall provide to the Government all work product completed through the date of termination, (ii) each party shall return to the other party any and all Confidential Information of the other party and all other information, data, software, documentation or equipment in its possession or control which the other party has supplied to such party, and (iii) the Government shall pay Consultant all fees charged through the date of termination on a time and materials basis using rates shown in Exhibit A.
- D. Survival: The provisions of Sections V, VI, IX, X, XI, and XIII, and any definitions provided herein for purposes of aiding in the interpretation of this Agreement, shall survive any termination of this Agreement.

XIV. OBLIGATIONS OF THE GOVERNMENT

- A. The Government agrees to give Consultant access to staff and the Government owned properties as required to perform the Services under the Agreement, provided, however, that Government reserves the right to prohibit access to any area or property that Government's officials determine in the sole exercise of their discretion presents a safety concern.
- B. The Government shall immediately notify Consultant in writing of any defects in the Services upon the Government's actual notice of the same.

XV. ASSIGNMENT

Neither party may assign or transfer any of its rights or obligations under this Agreement without obtaining the prior written consent of the other party.

XVI. DISPUTES

In the event of any dispute between the parties arising from this Agreement or the Services provided hereunder, each party shall, prior to seeking judicial resolution of such dispute, escalate the dispute to a senior representative of such party, and such senior representatives shall use good faith efforts to resolve the dispute between them. If such senior representatives are unable to resolve the dispute, such dispute shall then be decided by arbitration pursuant to procedures jointly agreed upon by the Government and Consultant. Consultant and the Government shall make good faith efforts to resolve any and all disputes as quickly as possible.

XVII. NOTICE

All notices, submissions, consents, and other communications required or permitted under this Agreement shall be in writing and sent via overnight carrier, first class mail, postage prepaid, or transmitted via facsimile or electronically, with confirmation of such transmission, to the Administering Department, care of the Contract Administrator or to the Project Manager, as the case may be, at the address stated in this Agreement or such other address or facsimile number as either party may designate by prior written notice to the other.

XVIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof; supersedes any and all prior agreements, proposals, letters of intent, understandings, negotiations and discussions of the parties, whether oral or written, relating to the subject matter hereof; and shall be binding upon the parties' respective successors and permitted assigns.

XIX. AMENDMENTS

Any modifications to this Agreement shall be made only in writing, signed by the duly authorized representatives of both parties, and a copy shall be attached to the original Agreement.

XX. SEVERABILITY OF PROVISIONS

If any part of this Agreement is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful, or unenforceable, then such part shall be severed from the remainder of this Agreement, which shall continue to be valid and enforceable to the fullest extent permitted by law.

XXI. CHOICE OF LAW

This Agreement shall be construed, governed, and enforced in accordance with the laws of the State of Wisconsin.

XXII. INTERPRETATION

The headings included in this Agreement are for convenience or reference only, and shall not be considered in the construction hereof. The singular number shall include the plural and vice versa. All uses of the word “including” herein shall, unless otherwise indicated, be interpreted to mean “including, but not limited to.”

XXIII. WAIVER

No failure on the part of either party to exercise, and no delay in exercising, any right, power or privilege hereunder operates as a waiver thereof; nor does any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, power or privilege.

XXIV. COUNTERPARTS

This Agreement may be executed in counterparts, each of which taken together shall constitute one single agreement between the parties.

By the signatures of their duly authorized representatives below, Consultant and the Government, intending to be legally bound, agree to all of the provisions of this Agreement, including any and all Exhibits attached hereto.

**GOVERNMENT FINANCE OFFICERS [THE GOVERNMENT]
ASSOCIATION**

BY:

BY:

PRINT

NAME: PRINT

NAME:

PRINT

TITLE: PRINT

TITLE:

DATE: _____

DATE: _____

EXHIBIT A

PROPOSAL TO:

CITY OF KENOSHA, WI

FOR:

ERP SELECTION SERVICES



**Research and
Consulting Center**

**Government Finance Officers Association
(GFOA)**

April 27, 2011

Note: *This proposal and description of GFOA methodologies is for the City of Kenosha, WI only. All information herein is confidential and proprietary to GFOA. Upon request by GFOA, all materials submitted as part of this proposal must be returned or destroyed*

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The Research and Consulting Center
Government Finance Officers Association

April 27, 2011

Mr. Frank Pacetti
Ms. Carol Stancato
City of Kenosha
625 52nd Street
Room 300
Kenosha, WI 53140

Dear Frank and Carol:

The Government Finance Officers Association (GFOA) is pleased to present this proposal to the City of Kenosha.

Like many of our local government clients, the City of Kenosha currently uses a legacy system that is nearing the end of its useful life, and no longer meets the City's needs in a cost-effective manner. The City believes that there may be software alternatives that better fit its needs, and is seeking assistance in defining requirements and investigating the marketplace for a model that is cost-effective as well as a good functional and technical fit for the City.

As the leading provider of public sector consulting services in the US, GFOA is poised to assist the City through development of requirements, system selection assistance and contract negotiations as well as other optional services and phases. GFOA will provide an appropriate timeline for assessment and procurement activities and work with the selected solution to determine implementation milestones and go-live activities.

We very much look forward to the opportunity to work with you on this project. If there are any questions, please contact: Dave Melbye, Consulting Solutions Manager, at (312) 890-8523, or dmelbye@gfoa.org.

Sincerely,



Anne Spray Kinney
Director, Research and Consulting Center
Government Finance Officers Association
203 N. LaSalle Street, Suite 2700
Chicago, IL 60601
Phone: (312) 977-9700
Email: akinney@gfoa.org



Section B Project Summary

Project Overview

Like many governments, the City of Kenosha is discovering that its current operational systems are no longer supporting its needs cost-effectively. In a difficult budgetary climate, efficient processes supported by flexible technology solutions are a necessity, and so the City is beginning the process of investigating process improvement and technology alternatives.

GFOA proposes to assist the City by assessing its needs relative to its current operational environment and future vision. Then, GFOA works to develop detailed requirements and an RFP for software and implementation services. GFOA brings its objectivity and experience to bear during vendor selection as well, although the final vendor decisions are the City's. Finally, GFOA leverages its membership to help reach the most favorable contract terms possible.

Project Goals

An assessment, RFP, and contract are certainly milestones and important deliverables, but GFOA understands that they are not the end product of the project itself. Rather, the City is working towards an operational solution that will improve efficiency and productivity, and generate value for its employees, constituents, and business partners. As a result, GFOA is continually focused on alignment of the project with the City's goals and objectives. And as a not-for-profit organization, we are committed only to your success – not a bottom line or shareholder expectations.

The City may wish to increase its chance for success through additional education and training on ERP systems, more detailed process analysis work, and increased communications throughout the selection and implementation. The first phase of our project plan has been expanded to accommodate that potential.

Project Plan

Understanding that no two governments are the same, GFOA's procurement methodology relies on principles of fairness, attention to detail, and competition, yet remains flexible to adapt to local procurement laws or other unique situations.

GFOA's procurement methodology was first designed over 12 years ago, and is continually enhanced based on experience and feedback from successful projects at over 250 local governments across the United States and Canada. Additionally, GFOA stays abreast of the latest market developments in the software industry to ensure that our methodology stays current. As a result, the City of Kenosha can be assured that our approach will facilitate the selection and successful contract negotiation with a qualified firm. That success sets the stage for what will become a successful implementation and achievement of the City's business outcome goals.

Our approach begins with a kickoff and visioning workshop to establish objectives, ensure alignment with City strategy and objectives, and to set expectations. We then conduct a needs assessment and process mapping step to assess the impact of ERP on the organization, and to define functional scope. We then proceed to develop detailed requirements and build an RFP, as well as develop a change management strategy that will be critical to ensuring a successful implementation. GFOA facilitates a detailed vendor selection process next, and then leverages its

considerable experience to negotiate contracts and a statement of work on your behalf. These detailed procurement activities are discussed more thoroughly in Section C of this proposal.

In the cost section of this proposal, the City will see where changing scope or shifting responsibilities can reduce the cost of the project. We look forward to discussing our proposal with you, and adding the City of Kenosha to our growing list of clients.



Section C Company Description & Capability

The Government Finance Officers Association (GFOA) is the premiere association for public sector finance professionals in the United States and Canada. Founded in 1906, GFOA currently has over 17,500 members that look to GFOA as the gold standard for identifying, developing, and communicating leading practices in government management.

As a non-profit organization, GFOA's mission is to enhance and promote the professional management of governments for the public benefit. GFOA accomplishes this mission by identifying and developing financial policies and practices and promoting them through education, training and leadership.

GFOA's Research and Consulting Center (RCC) is nationally recognized for its comprehensive analytical and advisory services, as well as for research on issues specific to state and local governments' financial management. Since beginning operations in 1977, the RCC has assisted hundreds of cities, counties, public utilities; and other forms of government to create best practice solutions to meet their unique challenges.

Our highly skilled staff delivers practitioner focused services that leverage the GFOA member network, lessons learned from past research and consulting experience, and the individual consultant's public sector background. Specialties within our group include public sector technology consulting, process improvement and change management, long-term financial planning, budgeting and performance management, and other areas. We anticipate no difficulties in providing the services of this engagement with experienced technology consulting staff for the City. Resumes of proposed staff are included in Section 3 of this proposal.

GFOA has been providing needs assessment, requirements definition and software selection services in the public sector for more than twelve years. As a non-profit membership organization, we have no affiliation with any software or hardware vendors, and serve as a completely independent agent for our clients. Relevant clients include Sonoma County, CA, the City of Santa Ana, CA, the California Administrative Office of the Courts, the City of Springfield, IL, the City of Cape Coral, FL, the City/County of San Francisco, and many others.

GFOA's offices are located in Chicago, IL, and Washington, D.C. All staffing for this project will come from our Chicago office, which is headed by our Executive Director, Jeff Esser. Anne Spray Kinney is the Director of the Research and Consulting Center, and will be the principal executive in charge of this project.

GFOA Experience with Technology Consulting

GFOA's technology consulting practice was formed in 1998 to respond to GFOA members' need for objective, independent guidance on procurement and implementation of ERP systems in advance of Y2K. As a non-profit membership organization, we have no affiliation with any software or hardware vendors, and serve as a completely independent agent for our clients.

Over the past twelve years, GFOA’s technology consulting practice has grown to become the market leader in assisting local governments through the process of assessing current systems, developing RFPs and requirements for procurement of new systems, and providing detailed analysis and contract negotiation assistance to protect the best interests of governments and help reduce implementation risk. Since 1998, GFOA has assisted over 250 cities, counties, school districts, and special district governments with their ERP projects. With this experience, GFOA is able to take advantage and pass on lessons learned and best practices from past clients to current ones. While over time, GFOA’s approach has evolved and the scope of each project is slightly different, GFOA’s professionalism, attention to detail, objective advice, and ability to represent the best interests of our client are constant.

To assist local governments with assessment of their current administrative systems, prepare governments to procure new systems, or conduct reviews post-implementation to ensure governments are realizing maximum value from their ERP implementation, GFOA offers multiple services that each can be tailored to meet a government’s unique needs. Specific services include:

Needs Assessment: GFOA consultants work with governments to identify future business objectives, and then assess current administrative systems to identify unmet needs. GFOA’s needs assessment report then provides an analysis of feasible alternatives and provides a recommendation on the most appropriate solution given consideration of all potential decision factors.

Process Mapping and Analysis: Mapping current as-is processes allows governments to fully understand their processes leading to the identification of improvement opportunities. Analysis of process maps also leads into development of change management strategies, and provides the foundation for process change that will be incorporated with new technology.

Business Case: GFOA’s business case methodology works to make the case for an ERP solution by considering a government’s aspirations and unmet needs. GFOA combines its knowledge of the ERP market with real-world public sector experience to explore potential improvement opportunities

Change Management Assistance: GFOA recognizes that the success of any large enterprise project depends on the ability to adapt to the changes that technology brings to both business process and organizational culture. We assist our clients with the development of a change management strategy and action plan that addresses challenges in building a change management team, communications strategy, and support for the people side of the project.

System Requirements Development: Functional requirements serve three main purposes in a GFOA engagement 1) communicate the desired scope and functionality to software vendors 2) allow for easy comparison between vendors and 3) serve as a warranty after implementation. Requirements are developed using a streamlined process that takes advantage of GFOA’s vast experience.



RFP Development: GFOA prepares RFP’s for software and implementation services that allow for easy comparison between vendors. As part of the RFP process, GFOA facilitates sessions with government leaders to identify goals and define success for the project.

System Selection: GFOA guides governments through the selection process and assists with identifying risks and potential issues so the government has the confidence to make decisions. In addition, GFOA helps document and incorporate issues in a statement of work with the selected vendor.

Contract Negotiation: GFOA has successfully negotiated with all major software vendors and is able to use that experience to achieve significant costs savings and favorable contract terms for its clients. Often cost savings exceed the total cost of GFOA services

Implementation Advisory Services: GFOA does not implement software, but can be involved in quality assurance, deliverable review, project management assistance, and change management to ensure governments are successful with their ERP implementation

Post Project Review: GFOA also conducts limited scope reviews post-implementation to help governments maximize the value of their ERP investment. Post project reviews regularly leverage GFOA's member network and involve benchmarking research.

GFOA Research and Consulting Products and Services

GFOA's Research and Consulting Center provides many services to members and other government managers in addition to consulting services. The same consultants who regularly advise clients also work to research and write white papers and journal articles, author and edit publications, conduct training, coordinate GFOA's annual conference, and staff recommended practice committees.

The GFOA Advantage

Independent analysis – As a non-profit membership organization, we have no affiliation with any software or hardware vendors, and serve as a completely independent agent for our clients.

Government-focused – GFOA only works with governments. Improving government management and practices is not a focus area, it's our only area.

Staff expertise – We understand governments. Ninety percent of our staff have relevant prior experience as practitioners working in the public sector

Best practices – GFOA is a nationally-recognized leader in identifying and promoting best practices in government.

GFOA will bring to this project its reputation as an exemplar in governmental finance. Its position as the leading source of information for public sector financial management requires that GFOA staff and recommendations are subject to the most stringent ethical, financial, and managerial standards for the public benefit. As a not-for-profit membership association, our mission-driven orientation means that we share common goals with our clients and are able to place your government's success above all else.



Section D Project Description and Detailed Approach

Task 1 - Project Organization

This task includes several activities that have the following objectives:

- Build the project management tools that will be needed to successfully manage the assessment and selection effort
- Ensure alignment of the project with organizational goals, including an assessment of phased procurement alternatives
- Provide information and education to stakeholders on ERP systems (technology, marketplace, implementation guidelines, etc.)
- Organize and conduct a kickoff event to announce the project to staff, demonstrate executive commitment, and address any staff concerns at the outset of the assessment and selection effort.

These activities are described below. Each jurisdiction that GFOA consults with has a unique culture and environment, and we will work with you initially to understand who the stakeholders are for each of these activities. At that point, additional detailed planning can occur so that each activity provides the highest value for the City.

Task 1.1 - Project Planning

We will work the City's designated project manager to craft a detailed project plan that highlights tasks, assigned resources, and target dates. This plan will be used to measure progress and as a reporting tool for the project steering committee or other governing body. Other project management tools such as an issues list, deliverable and milestone schedules, and other documents will be developed during this first week as well.

Task 1.2 - ERP 101

GFOA will conduct a one to two hour presentation called "ERP 101" that introduces ERP concepts and themes to staff and stakeholders who are unfamiliar with ERP technology. Topics covered include a comparison to legacy systems, description of functionality and how ERP systems work, an overview of selection and implementation, deployment options, marketplace analysis, and other related areas as needed. GFOA typically conducts this presentation at least twice to ensure that as many stakeholders as possible can attend.

Task 1.3 - Executive Visioning

GFOA will facilitate a visioning session with key executives and stakeholders. This visioning session helps ensure that the project team and all City staff understand exactly why the project is

being pursued and what the goals, objectives and desired outcomes are. This session is also used to prioritize business drivers and goals so that there is strong alignment between the project team’s activities and the City’s overall objectives. This is an extremely important step, as alignment of organizational and project objectives are one of the key success factors for any ERP project.

Some governments have had success phasing their RFP’s and implementation in cases where there is significant scope beyond core ERP functions. For example, business licensing and community development processes are business functions that might be supported by third party software that integrates with the ERP system. One of the possible paths for the City is to defer such functions to a separate RFP that is issued after core functionality (Financials, HR/Payroll) start to go live. Other governments have chosen to issue a single RFP for all identified scope items and then make determinations about implementation once a vendor has been chosen. GFOA is prepared to facilitate this type of discussion with the City to ensure that your best interests are reflected in your interactions with the marketplace.

Task 1 – Key Deliverables	City Resources	Staff Hours (Per Resource)
1) Project Planning		
Deliverable: Project Plan and Project Management Documents	Project Manager	2-4
2) ERP 101		
Deliverable: ERP 101 sessions	Project Manager Steering Committee Other stakeholders	2
3) Executive Visioning		
Deliverable: Executive Visioning session	Key Executives	2-4

Resource Requirements and Timeframes

Task 1 will likely require one to two weeks, although if scheduling becomes an issue, this task could be as long as a month in duration.

Task 2 - Needs Assessment and Process Mapping

In this task, GFOA works with the City to first evaluate the current environment and needs at a system or business function level (e.g. procurement, accounts payable, payroll), and then drive down to specific operational processes (e.g. creating a purchase order, processing vendor invoices, time sheet approval).

The goal of this task is to build a detailed picture of the City's specific scope in preparation for developing an RFP. That picture results from an in-depth description and analysis of key operational processes that occurs in this task.

Task 2.1 – Needs Assessment

GFOA will work with the City to document and evaluate its needs in Financial, HR/Payroll, Budgeting, Procurement, and related areas, and evaluate the current systems and processes themselves. We will identify functional, technical, and organizational requirements for a new system, and prioritize those requirements utilizing significant staff input. We will also identify process improvement opportunities that could result in efficiency and productivity gains. The specific approach and methodology that GFOA will utilize is based on the activities described below.

GFOA will begin by surveying and conduct interviews with stakeholders/staff within the project scope in order to:

- (a)** Identify the current systems and applications being used to support City financial processes – this analysis also includes identifying side or shadow systems that are typically used and maintained outside of the main “system of record”
- (b)** Ascertain the major strengths/weaknesses of the current system(s) – including brief discussions about the processes associated with each of the major systems to ascertain whether deficiencies (and inefficiencies in providing service to constituents) exist due to technology (e.g. systems), process design, or policy and procedure limitations;
- (c)** Identify the major functionality needs of the City; and
- (d)** Determine the extent to which those needs are being met by the current system(s), as well as how they may be met by an enterprise system.

GFOA will conduct observations of the current system to clarify and validate information obtained through surveys and interviews. Further, GFOA will develop an inventory of stand alone/shadow systems (e.g., manual processes, spreadsheets, databases, and/or third-party software packages) that are used for the functionality within the scope of this project.

The output of this task will be an assessment of the ability of the current environment to meet the City's operational needs. This will become the first part of the final needs assessment report in Task 2.3.

Task 2.2 – Process Mapping

Overview

Business process mapping provides an important bridge between the higher level needs assessment (as described in Task 2.1) and the detailed requirements that will eventually be described in an RFP. As you will see in the examples in this section, process mapping is a resource-intensive activity, and GFOA strives to balance the time and expense required for mapping with the value added for the City and for the RFP development process.

Two important planning activities are required to ensure success of the mapping effort. First, an inventory of processes to map must be developed and agreed upon. Again, GFOA will make recommendations based on its experience, but the City will have the ability to expand that list if it chooses. Pricing information for additional mapping work is described in the cost section of this proposal.

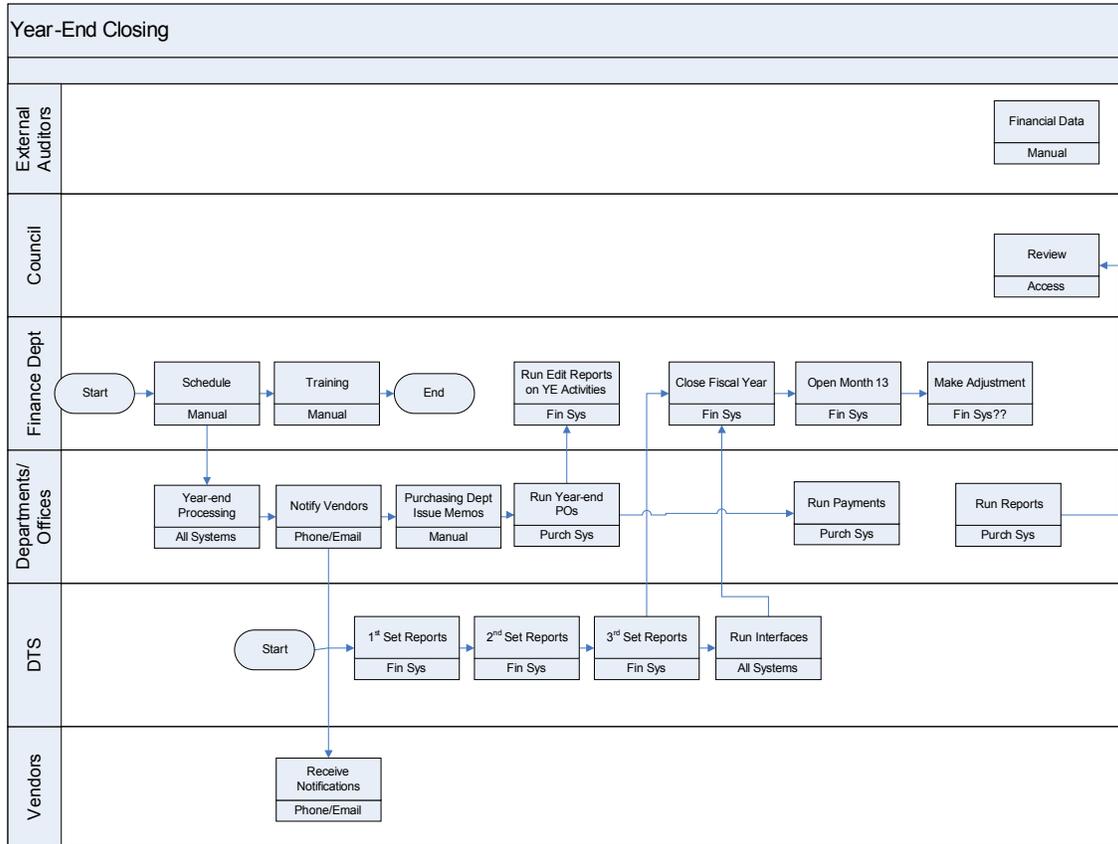
The second planning step involves identifying stakeholders for each process to be mapped and inviting them to the facilitated work group session. GFOA conducts its mapping sessions as a cross-functional exercise that ignores departmental boundaries, and has found that mapping is far more effective if multiple departments are involved. At the same time, mapping becomes less effective once the number of participants exceeds 12 to 15 employees.

Once participants have been identified, a Process Mapping 101 class will be delivered that explains how mapping works and what participants should expect. We will discuss the facilitated and highly interactive group sessions, the tools that we use, the format and level of detail of the maps, and anything else that a participant might need to be an active member of the group.

Alternatively, GFOA can deliver a short “how to map” presentation at the beginning of each session. This can be equally effective, and can alleviate scheduling pressure if there are a large number of stakeholders.

Each process mapping session takes two to four hours, and some may take an entire day. The session will require a conference room and projector, as GFOA staff will develop the map in Microsoft Visio interactively during the session.

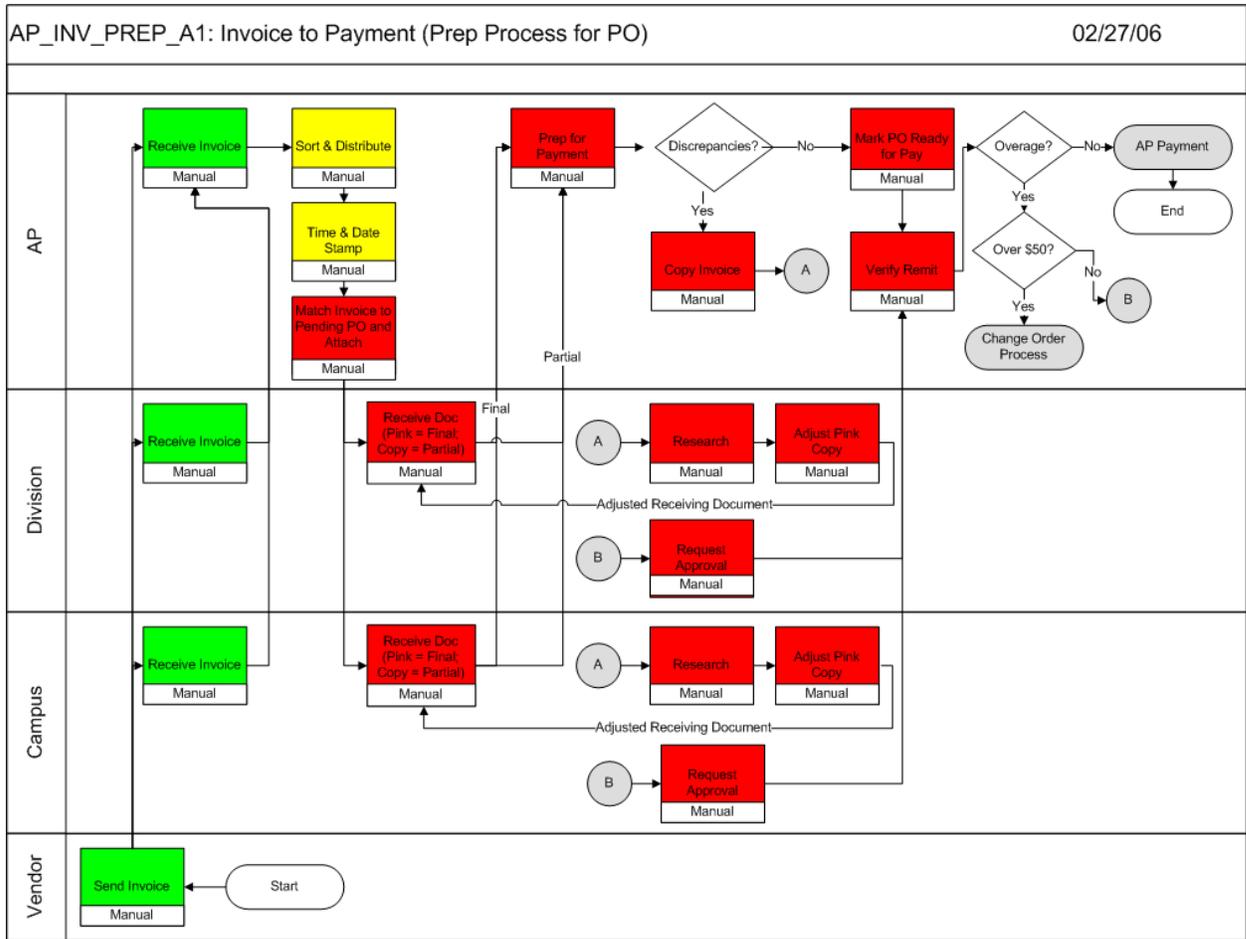
Below is an example of a process map:



Process Analysis

Once maps are developed, an analysis takes place which may lead to a series of refined/streamlined business process maps as required. The net result will enable the City to own and maintain a detailed set of business process diagrams that summarize how workflow activities take place.

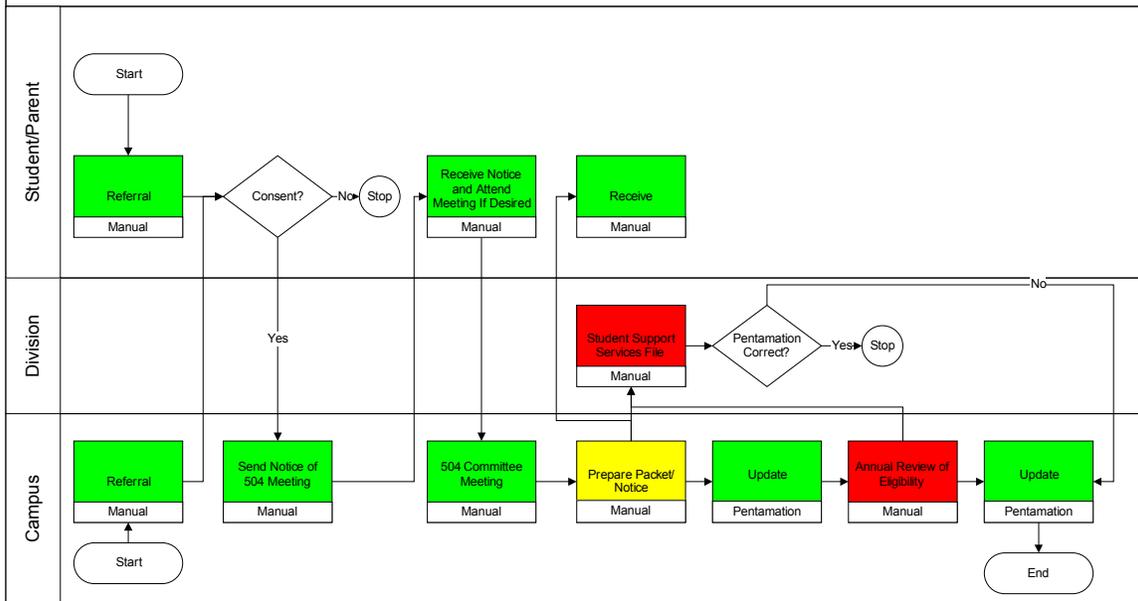
The diagram below details the results of one such analysis. In this example, we highlight red process steps as those most likely to change based on deployment of ERP technology. Yellow process steps indicate that a process change may occur, but is dependent on other factors. Green indicates that a process step is unlikely to change as the result of an ERP system.



The following two pages highlight an example of process mapping and analysis that includes our use of narrative language to supplement the visual mapping tools. This particular example is from a school district:

SPCL_POP_A1_1: Special Population Coding - 504 (Physical and Mental Impairments)

03/09/06



Process Name: Special Populations Coding	Process Identifier: SPCL_POP
Sub-Process Name: Special Populations Coding	Sub-Process Identifier: SPCL_POP_A1
Sub-Process Purpose and Objectives:	
<p>Sub-Process Description:</p> <p><u>Title I:</u> A Campus is designated as a Title I campus based on the percent of population living in poverty. Currently, five campuses meet this criterion. All students at these campuses are identified as Title I. A mass update is done at the beginning of the year and the Campus maintains the records thereafter. All reports are filed through the PEIMS process in the summer.</p> <p><u>Gifted/Talented:</u> Students may be nominated by parent, campus personnel or themselves. The process begins with a paper nomination form. The parent must provide permission to test the student. A parent survey and teacher checklist is then completed. The student nominated for the program must complete a battery of tests administered by the counselor on campus. The results are tabulated and presented to a committee for review. A letter is sent to parents of the student notifying them of the committee's decision regarding placement. The parent may appeal the decision. Students that are placed in the program are entered into Pentamation at the student's campus as a gifted/talented student. Student Information sends verification reports to campus every six weeks. The campus makes the required verification and updates the students Pentamation record. Reports of gifted/talented students are made to PEIMS in the October snap-shot. [There is a separate Gifted and Talented program SPICE (Special People In a Creative Environment). It is designed for early identification in the area of creativity rather than academic. It is for Kindergarten through First Grade and identification is completed by the child's teacher and does not require parental consent. Testing occurs November through February 28th. A committee determines Placement.]</p> <p><u>Pre-K:</u> The Pre-K program is available for 3-4 year olds who qualify, based on low-income, homelessness or ESL Parents must produce required verification forms and proof of eligibility for the child's enrollment. HISD also conducts a pre-k enrollment day. Records in kept on campus and the Central Office is kept in the loop. Qualifying of the student is done on campus and may be assisted in Spanish. Qualified students go through the regular enrollment process. Families who qualify will be notified as to where their child will go to school. PEIMS is updated.</p> <p><u>LEP (Limited English Proficiency):</u> A home language survey for students new to the District is completed as part of the initial enrollment process. There are two questions: what language is spoken in your home most of the time and what language does the child speak most of the time. Based on the answers to these two questions students are assessed. Assessments differ according to grade levels. A language proficiency (LPAC) committee reviews the results and recommends the appropriate program. A child can be determined to be a LEP student and eligible for a program but the parent can deny program participation. This child would be recorded as LEP only. The student meets at-risk criteria. LEP status is reviewed at the end of the Year.</p> <p><u>LEP – ESL or Bilingual:</u> The LPAC recommends the program appropriate for the LEP student and offers the same with parental approval. This information is coded into Pentamation. The campus does verifications reports and makes the necessary corrections to PEIMS. Reports are made in the October snap-shot, the summer reports and the Extended School Year.</p>	

In this step, GFOA Consultants identify potential changes in the process based upon our knowledge of ERP functionality. The whole process is designed to educate participants about ERP functionality, best practices, and change management.

It is important to note that these maps are an important input to the process design and configuration work that will occur with your selected vendor during implementation. GFOA recommends that the City defer finalizing redesigned “to be” maps until the implementation begins, so that you are in a position to take advantage of best practices that are built into the software.

Throughout the process, GFOA consultants will educate participants on best practices, software boundaries, and project boundaries, if warranted. City project personnel will assist GFOA with defining City policy boundaries during the discussion.

GFOA will prepare the final maps and the maps will be used as a primary source of input for the remaining tasks in the project, and can also serve as a data source for functional requirements.

Mapping Summary

- GFOA will prepare 12 detailed process maps focusing on evaluating the current status of those business functions identified in the scope which will be most affected by the implementation of a new ERP system.
- The Engagement Assumptions at the end of this Proposal list a number of process maps recommended, and GFOA will highlight the ones they believe to be most beneficial to the City.
- The City will have an opportunity to request additional as-is process maps, but GFOA believes the value of additional process maps is diminished because ERP systems should be implemented without customization in order to minimize future ongoing maintenance costs.
- Pricing for additional optional process maps is included in the cost section of this proposal.

Task 2.3 – Prepare Final Needs Assessment Report

Based on the results of the needs assessment (Task 2.1) and the mapping exercises (Task 2.2), GFOA will conduct market research on software solutions that are likely to meet the functionality and technology requirements of the City. The software solutions will likely include third party applications for some of the functions the City may need which are “non-core” ERP functions. Examples of these might include areas such as Banking and Investment Management or Debt Administration. Third party applications may also be needed for Fleet and Fuel Management, Permitting, and other modules that the City may identify as possible additions to the scope of the project.

GFOA will identify the costs, implications, and risk factors of new processes and software to enable the City to see how a new solution will likely affect its budget and business operations.

GFOA will provide the City with a summary report based on the information/tasks outlined above. The City will have an opportunity to review the findings included in the report.

Task 2 – Key Deliverables	City Resources	Staff Hours (Per Resource)
1) Conduct Needs Assessment	Project Manager Subject Matter Experts	12-15 meetings (each approximately 2 hours)
2) Business Process Mapping	Subject Matter Experts	12 facilitated work sessions, two to eight hours each (most are four hours in length)
Deliverable: Deliver 12 Current Process Maps		
3) Draft Needs Assessment Report	Project Manager Subject Matter Experts	2 to 4 hours each
4) Final Needs Assessment Report	N/A	N/A
Deliverable: Deliver Final Needs Assessment Report		

Resource Requirements and Timeframes

Task 2 will take anywhere from four to eight weeks, depending on availability of City staff to attend meetings and interviews. Any additional process mapping will add roughly one week for every three or four functional areas. Subject matter experts will need to be available for a two to four hour meeting for each functional area, and a validation meeting to review the assessment. Executives and managers may need to be available for short interviews as well. The City will also need to provide organization charts, and any other relevant documentation.

Task 3: Develop a Request for Proposals

Task 3.1 – Procurement Planning and Kickoff

During the first procurement on-site visit, GFOA will facilitate a review and update of project planning and executive visioning from Task 1. This step ensures continued alignment of the project with organizational goals, and occurs in a workshop setting. The workshop will also further clarify executive management needs and future enterprise system goals, and will educate staff on detailed activities within ERP planning, procurement, and implementation.

Task 3.1 - Key Activities	City Resources	Staff Hours (per resource)
1) Identify Project Manager and participants for initial meetings	Project Manager Steering Committee	2
Deliverable: Update Project Plan	Project Manager	
Deliverable: Procurement Kick-Off	Project Manager	
2) Develop project charter, indicators of success, and identify project team	Project Manager Steering Committee Subject Matter Experts	4

Resource Requirements and Timeframes

Task 3.1 is typically no more than one week in length, depending on the availability of City staff. The City’s project manager will need to assist with identification of City participants and other procurement kickoff logistics, as well as review and approve the project plan. Key stakeholders will need to attend the kickoff event and assist in reviewing relevant items in the project charter.

Task 3.2: - Requirements Definition and RFP Development

During this task, GFOA will work with the City to finalize the functional and technical requirements that describe actions, calculations, tasks, and information that the new system must handle to meet the City’s needs. Requirements serve three important roles:

- 1) Communicate the City’s needs to ERP vendors through a competitive RFP
- 2) Act as a warranty after go-live. Requirements are attached to the eventual software and implementation agreement and vendors warrant each requirement.
- 3) Guide during implementation design to ensure that all objectives are met.

GFOA begins with a base set of requirements that are common to all governments. This base set typically represents about 80% of the total requirements that will appear in the RFP. Examples include items such as tracking employee social security numbers, or the ability to generate 1099 forms. GFOA then facilitates user group meetings to flesh out the remaining 20% of the requirements that are unique to the City.

This approach allows for faster development of requirements, and focuses the City’s efforts on those areas that are truly unique and important. To accomplish this, GFOA facilitates cross-functional focus group discussions. For example, personnel involved in creating purchase orders, regardless of department or division, will be asked to attend a requirements gathering session. Similarly, focus group meetings will be organized around other areas identified by the City:

Suggested Functional Scope	
<p>Core Financials: General Ledger and Financial Reporting Accounts Receivable and Cash Receipts Accounts Payable Fixed Assets (Capital Asset Management) Procurement Grant Management and Reporting Cost Accounting Budget Administration</p>	<p>Human Resources: Employee Records Benefits Administration Time and Attendance Payroll</p> <p>Other (At City Discretion): Banking and Investment Management Community Development Services ❖ Business Licenses ❖ Facilities Management Fleet and Fuel Management Utility Billing</p>

Each focus group meeting lasts from one to four hours, depending on the number and complexity of unique requirements in a given area. For estimating purposes, GFOA has assumed that there will be about 16 sessions of three hours each, staffed by a GFOA facilitator and a documentarian.

This approach continues the communication efforts from previous tasks, and assists with some key objectives:

- Highlights areas that will experience significant process change
- Creates awareness of the challenges that process standardization will have on the organization.
- Identifies areas where there are opportunities for immediate streamlining or process improvement.

During this phase, GFOA will work with the City to finalize the functional requirements that describe actions, calculations, tasks, and information that the new system must handle to meet the City’s needs.

While GFOA is developing requirements for a new system, work will also be done to develop an RFP. The RFP will communicate to the vendor community the City’s expectations, scope, technical standards, preferred implementation approach, and procurement process and will also solicit an organized proposal that both GFOA staff and City staff will evaluate. Because of GFOA’s experience with public sector ERP procurement projects, vendors are familiar with GFOA processes, creating advantages for the City in the form of more detailed proposals, more competitive proposals, and proposals that focus on differentiators among vendors. GFOA develops each RFP to be as fair and vendor neutral as possible while at the same time minimizing the amount of marketing “junk information” that vendors provide. The detailed work that goes

into the RFP is directly related to the development of a more detailed statement of work (discussed later in this proposal) and a more successful implementation agreement that achieves the City’s business objectives.

In developing an RFP, GFOA will need to work closely with the City’s project team as well as its purchasing department and legal staff to structure the procurement consistent with local purchasing regulations or policies.

Task 3.2 - Key Activities	City Resources	Staff Time (Per Resource)
1) Prepare meeting agendas and set up meeting facilities	Project Manager	2
Deliverable Prepare draft functional requirements (the base)	NA	0
2) Facilitate detailed requirements gathering sessions	Subject Matter Experts	2-3 hours per meeting – 1 meeting per functional area
3) Finalize requirements	Subject Matter Experts	4-8
4) Develop RFP	Procurement Dept	6
5) Contribute necessary information that will be included in the RFP	Subject Matter Experts	4-8
Deliverable: Finalize RFP and Requirements	NA	0
6) Distribute RFP to ERP vendors	Procurement Dept.	8

Resource Requirements and Timeframes

Task 3.2 will take approximately one to two months. Requirements definition and validation will require a series of meetings for subject matter experts in addition to review time. Each functional expert should plan on attending at least one half to full day meeting, and another one to two days to assist in reviewing and validating the requirements and the RFP document.

Overall, all activities in Task 3 will take approximately two to four months to complete, depending on availability of City staff.

Task 4: Evaluation and Vendor Selection

GFOA’s methodology during System Selection is one of elevation rather than elimination. Through 3 defined steps, vendors will be evaluated and scored according to pre-defined criteria with the top vendors moving on to compete at the next step. GFOA’s standard evaluation process includes four steps in the table below.

Step	Vendors
Written Proposals	Unlimited
Software Demonstrations	3
Discovery	2
Final Contract Negotiations	1

To prepare for system selection GFOA will work with the City to prepare a System Procurement Plan that outlines the procurement process and acts as a guide for the City and project team to understand the process and how to properly evaluate ERP proposals. To come up with the System Procurement Plan, GFOA will also be working with the City to define evaluation criteria at each step. Throughout the selection process, GFOA will act as the City's advisor to identify differentiators, identify risks, and ensure the City is making a decision with knowledge of all information. **To remain completely independent and continue to offer objective guidance in the best interests of our clients, GFOA does not recommend software and will not be advising the City on which ERP system to elevate at each step.**

Written Proposal Evaluation

Upon receiving the written proposals from vendors, both GFOA's team and the City's project team will begin a detailed assessment and analysis. However, each will have a slightly different focus. GFOA will focus on identifying risks and highlighting shortcomings with each proposal. GFOA will also use its extensive experience to compare each proposal to industry standards. All findings will be documented in a detailed proposal assessment report. The City's responsibility will be to evaluate proposals to determine which proposal is the best fit to meet the City's needs. After the City conducts its own assessment and reviews the GFOA report, the City will select up to three vendors to bring on-site for software demonstrations.

Reference Report

GFOA conducts reference checks for the three vendor proposals that advance to the demonstration stage. GFOA will prepare a summary report of the references for the City. Our reference reports are based not only on the calls we make for the proposal but on our database of past reference checks on software packages and implementation vendors.

If the City elects to conduct its own reference checks, GFOA will provide a list of topic areas and/or questions to help guide the reference calls and provide a basis for comparison.

Software Demonstrations

Software demonstrations provide an opportunity for City staff to view how the ERP system will work. Generally, software demonstrations last approximately 3 days per vendor. To facilitate comparison between vendors, GFOA staff will develop detailed demo scripts for each vendor and facilitate the demo sessions to guarantee that vendors stay on task and demonstrate essential features of the software, not marketing material or "bells and whistles." Throughout the demos, GFOA staff will document any issues for future clarification. During this step, GFOA staff will also conduct detailed reference checks for all of the vendors' provided references. At the conclusion of all three software demonstrations, the City will select two vendors to elevate to Discovery.

Discovery

Discovery acts as the City's last chance to get any unresolved issues clarified before it makes its final elevation. Prior to discovery, each vendor receives a request for clarification letter outlining any remaining issues that the vendor will provide written responses to. Then, during discovery, each remaining vendor is invited back on-site for one more day of presentation. During this discovery presentation, any remaining issues with software functionality, implementation approach, data conversion, or scope is clarified and vendors are asked to make any necessary

revisions to their proposal. Discovery functions as an opportunity for the vendor and City to become more familiar with each other. By clarifying assumptions and understanding the City more clearly, the vendor is able to provide a more detailed final proposal. Additionally, by clarifying outstanding issues at discovery, development of the statement of work becomes easier. At the conclusion of discovery, the City will enter contract negotiations with one vendor.

Task 4 - Key Activities	City Resources	Staff Time (Per Resource)
1) Prepare System Procurement Plan	Project Manager Selection Team	2
2) Conduct proposal assessment	Selection Team	Varies with number of proposals
Deliverable: Proposal Assessment Report		
3) Elevate 3 vendors to software demonstrations	Project Manager Selection Team Steering Committee	2
4) Prepare Demonstration Scripts	Selection Team	4
5) Facilitate Demonstrations	Varies, but selection team will need to be in all demo sessions (72 hours)	72 hours over three weeks for each selection team member
6) Elevate 2 vendors to discovery	Selection Team	4
7) Document any remaining issues from vendor proposals	Selection Team	8
8) Prepare Request for Clarification (RFC) Letters	Selection Team	2
Deliverable: RFC Letters		
9) Facilitate Discovery Sessions	Selection Team	16
10) Elevate finalist vendor to contract negotiations	Selection Team Steering Committee Project Manager	2

Resource Requirements and Timeframes

Task 4 will take approximately three to four months, but the length of this task is dependent on several variables. These include the number of proposals the City receives, the complexity of those proposals, your ability to contact references, etc.

City staff participation is more extensive in this phase. In addition to reading and evaluating proposals, vendor demonstrations will require 3 days per week for three consecutive weeks for all members of the selection team. Subject matter experts will participate in their applicable areas, and should plan on one day per week during this period. They will also need to be available to assist with Discovery, should there be functional issues that vendors need to address.

Scoring the proposals and demonstrations will likely involve additional meetings and discussion. For most governments, the selection team must also prepare a document identifying which vendors were elevated at each stage and why. As a result, the selection team will likely be occupied on a full-time basis during the demonstration period of three weeks.

Task 5: Contract Negotiations

One of the most valuable services that GFOA provides its clients is the negotiation of software license contracts and implementation service agreements. Too often, governments are pitted against software vendors that have negotiated contracts many times before. Understandably, software vendors and their implementation partners want to maximize profit and minimize risk. GFOA has developed a unique contracting methodology that we propose to utilize for this engagement. We use our membership network to benchmark prices and terms. **Often, this approach is able to save clients far more money on their software and implementation contracts than the cost of the government’s entire contract with GFOA.** Historically, GFOA has saved its clients licensing and implementation costs equal to two to three times our fees.

GFOA will be involved with the development of a software license contract, software maintenance agreement, and implementation services agreement. In addition, GFOA will assist with the Statement of Work (SOW). The SOW is the critical document that outlines responsibility for the implementation and the primary reason GFOA consultants provide such as high level of detailed analysis throughout the procurement. GFOA will ensure that the City’s statement of work is defined to a fine level of detail to prevent any unnecessary issues or misunderstandings during implementation. Part of the reason that the implementation phase for our clients has gone so successfully is because of the detailed work GFOA does during SOW development.

Task 5 - Key Activities	City Resources	Staff Time (Per Resource)
1) Assist with contract negotiations	Negotiation Team	Varies
2) Assist with development of implementation statement of work (SOW)	Negotiation Team	Varies
TOTAL ESTIMATED HOURS	Negotiation Team	Varies

Resource Requirements and Timeframes

Task 5 can take a few weeks to several months, depending on the quality and quantity of negotiations with the selected vendor. Selection team staff from the City will need to assist the legal and procurement personnel assigned to the contracting process, but this is typically on an ad hoc basis.

GFOA will not be onsite for these activities, as it is more cost effective to exchange documents via email and conduct meetings via conference call.

Task 6: Implementation Advisory Services (Optional)

Quality Review and Implementation Advisory Services begins with the activities that surround implementation of the ERP software and ends with the completion of a post-implementation review. GFOA will provide quality review and assist the City's Project Manager with administering the implementation of the ERP solution. GFOA will provide independent oversight and quality assurance services for the duration of the project.

A project oversight role with GFOA will enable the City to leverage the presence that GFOA has in the public sector technology industry and will provide the City access to our nationwide membership network. These factors enable our clients to extract a greater degree of cooperation and performance from software and implementation firms. The City will engage a vendor to implement the selected ERP system, and that vendor will also be pursuing business across GFOA's client base and membership network. Consequently, no other organization can provide the type of service we are proposing and, at the same time, exercise the leverage that GFOA can bring. Few other firms, moreover, would be truly independent in project oversight because many of them are allies of or engage in business activities with ERP software and implementation firms, albeit in other areas. By contrast, GFOA has no ties to ERP software and services firms.

Also GFOA has provided comparable services as those in this proposal at several projects with similar functional solutions utilizing similar implementation methodologies. In addition, since GFOA will have assisted the City in development of a detailed Statement of Work, we will be uniquely qualified to ensure that the requirements and assumptions of the SOW remain on target and are subsequently delivered.

Below are the most commonly requested services related to implementation. GFOA will prepare a more defined proposal for this task during the vendor selection or contract negotiation tasks.

Work Plan Development, Analysis and Tracking

Development, analysis and tracking of the project work plan are key components of developing an effective project structure and project management. GFOA will review the proposed project plan that makes the most effective use of your organization's resources. Our prior experience will help you assess the logic and comprehensiveness of the plan as it is created, finalized, and maintained. Too often we have found project plans that have been developed without the customer in mind. For example, dependencies have not been outlined; insufficient review time has been allocated for deliverables; or not enough detail is provided in the plan. GFOA will work

with your Project Manager and Technical Manager as well as the vendor Project Manager to ensure an acceptable project plan.

Once the base project plan is complete, GFOA will work with the Project Managers to identify key milestones where GFOA consultants will review activities completed to-date and review any potential project risks. We usually recommend reviewing activities at the beginning and end of the project preparation phase; the beginning, middle, and ending of the design phase; the beginning of the training phase; the beginning and ending of the test phase; the beginning of the deployment phase; and the beginning of the support phase. The GFOA's review process should then be added to the base project plan. Essentially, GFOA's role is to provide an "early warning mechanism," to your Project Manager at various points in the implementation process by carefully tracking the progress of activities within the project plan.

Implementation Plan Management

Development of a thorough implementation plan is an important component to the development of an effective project structure. Furthermore, throughout a complex enterprise system installation, implementation plans must be revised and appropriate controls must be present as part of effective project management to minimize deviations from the timeline and/or budget. GFOA can work with the vendor and City project managers to monitor project status, resolve project scope and approach issues, and provide input on improving the logic of the overall plan. We would also keep the vendor on-track with the overall objectives of the organization as established in the contract agreements.

Review of Implementation Deliverables

Implementation vendors often require clients to "signoff" before proceeding to the next step as part of project management. Our review of all project deliverables, if needed, will ensure contract compliance, verify that the deliverable is complete and consistent with the scope of work and functionality documented in the contract, includes acceptable content, and meets your organization's standards of quality. GFOA is able to provide you with analysis of information to increase your confidence in approving deliverables.

Business Process Design

Vendors typically prepare a "to-be" design document that outlines how the software will be configured to meet your organization's needs. The new designs often require changes in business processes that need to be documented sufficiently. This responsibility typically falls within project management. GFOA recommends that the design processes incorporate business process maps and descriptions of the new changes. This ensures that the logic of the design has been reviewed appropriately. To augment the implementation process, GFOA also recommends that test scripts and functional/technical requirements be mapped to each step on the business process map. That way, the appropriate test scripts can be applied to any future process changes. GFOA consultants would be working with the Project Managers to achieve this process.

Interface/Customization Identification Assistance

Although GFOA strives to ensure most interfaces be identified before the contract signing, it is almost inevitable that a few customizations or interfaces will be required during implementation. As part of the contract negotiations process, GFOA documented a process for identifying, assessing, and implementing unidentified interfaces and customizations that may be required. This process was included in the implementation services contract or the statement of work. As part of our project advisory services, GFOA consultants will rely on this process to assess any customizations and new interfaces. Our task in this process would assist your Project Managers with determining whether or not an interface or customization is warranted; assist your Project

Managers in ensuring that the proper procedures are being followed (e.g., update business designs; develop/review functional and technical specifications, update test scripts, and user acceptance).

Testing and Training Support

The vendor should provide a testing and training strategy as part of their overall implementation methodology. GFOA consultants, if needed, will assist the implementer and City project managers in assessing the testing plans (e.g., unit, integration, user acceptance, etc.), test scripts and required resources to complete testing within the required timeframes. GFOA consultants will also assist the project managers in assessing the “Super User” training and end-user training strategies. As part of this assessment, GFOA consultants will assist in the review of training documents and will work with project managers to identify which personnel should attend the different types of training classes.

Issue Resolution

As a major source of recommended practices in governmental accounting and budgeting, GFOA will serve as a mechanism for issue resolution. Too often implementation vendors and government staff have difficulty sorting out the wisdom of process changes which adds unnecessary delays to the implementation timeline and raises project costs. If the functionality of the software is to be maximized, issues must be resolved on a timely basis. Our network of finance officers is a unique resource for validating leading-edge business practices. GFOA would be available to provide an independent source of advice to facilitate prompt issue resolution.

Post Project Review

Certain tasks will be repeated when upgrades/patches are applied or when a major system upgrade is required. To prepare for these events, GFOA Consultants will work with the Project Managers to conduct a “Lessons Learned” meeting upon completion of the project. Our consultants will document the results of the meeting and submit them to your Project Managers. (Please note: GFOA recommends that some “Lessons Learned” meetings take place during implementation. For example, a “lessons learned” meeting conducted immediately after the completion of the earliest test scripts may facilitate the completion of the overall testing process.)

GFOA will also conduct a post go live review of the system that compares production business processes to the system configuration documents and analyzes whether the system requirements have been addressed in full.

Other Implementation Services

Periodically, GFOA is asked to provide other types of services to clients during implementation. Some of these services have included augmenting client resources for budget design and chart of account design, project management assistance, and participating in Steering Committee meetings to provide independent analysis of issues. These services are typically provided on a time and materials basis or through a bucket of hours.

GFOA staff will maintain regular and frequent communication with City staff throughout the management of the implementation project. GFOA staff will conduct reviews of the following documents, if needed, or bring staff on-site if requested.

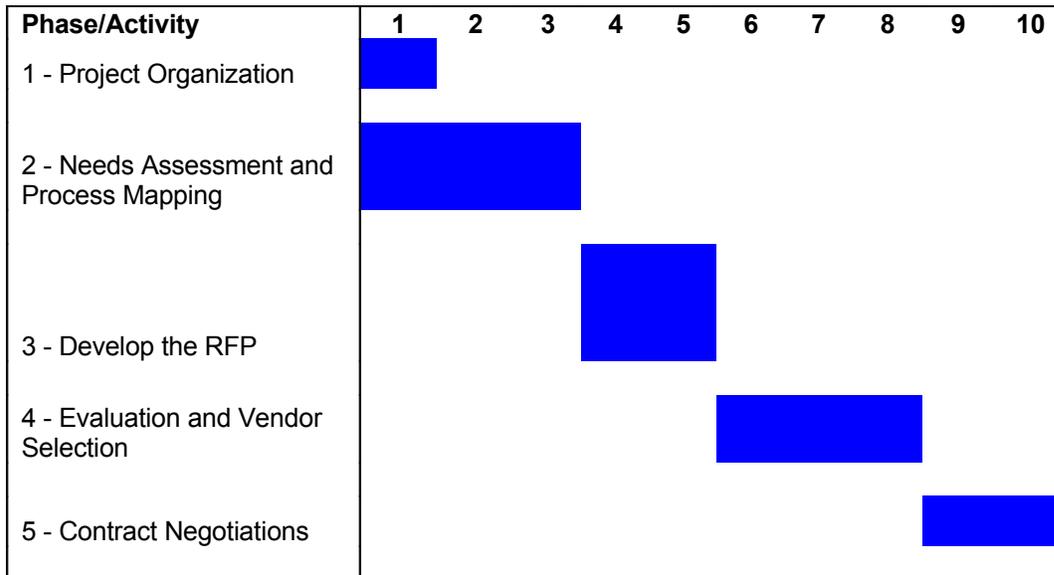
1. Work Plan Development
2. Finalization of ERP Design
3. Finalization of Testing Plan
4. Post Project Review

City staff will be provided with an opportunity to raise issues or ask questions during regularly scheduled project update conference calls and GFOA staff will respond quickly to any questions or issues that arise outside of the regular meeting schedule.

Utilization of GFOA services will be at the sole discretion of the City and its project manager. We believe that we can add value to the City project in any of the above tasks regardless of the final mixture. We would however expect to work with the City to develop scheduled tasks that allow the GFOA to maintain continuity and consistency throughout the project.

Anticipated Timeline

GFOA’s project manager will work with the City’s project manager during the project initiation phase to develop a detailed project plan and identify key dates for the remainder of the engagement. For preliminary planning purposes, the following timeline identifies GFOA’s anticipated schedule of events for all tasks except implementation advisory services. Please keep in mind that all dates can be moved up or back to take account for resource constraints or the City’s expectations.



Challenges and Opportunities

Project Management

We understand the challenges that governments face in allocating time and resources to a large enterprise project. Our approach to project management is intended to ensure the City receives the highest quality deliverables while minimizing disruption to your operations – in other words, to provide the most value for your investment.

It is not our approach to have our team onsite full-time. In addition to keeping costs down, we have found that government project team members are rarely able to work on the project full-time, and need time to return to their home departments. Additionally, time is needed to develop deliverables, which can be more cost effectively developed off-site. Finally, the City will need time to review and approve deliverables, and our plan and approach ensure that decision-makers will have the time they need for these activities.

It is important to note that the project does not stop when GFOA is off-site. Our client teams make use of collaboration software such as SharePoint to route documents between team members, telecommunications and demonstration software such as WebEx for online meetings, and our staff are available by phone and email when they are not onsite. This approach ensures that we still achieve our quality, scope and timeframe goals while keeping costs reasonable.

To further ensure quality, the City will be assigned one of our senior managers as our project manager and day-to-day contact. This person has overall responsibility for the GFOA responsibilities as outlined in the scope of work and project plan. We also assign another senior manager or member of our management team as an Engagement Manager. The Engagement Manager reviews draft deliverables as a quality assurance check for each milestone in the project plan, and may come onsite as circumstances warrant.

You can be assured that the work effort and deliverables from GFOA will meet the City's quality standards, and equally important, will move the City towards the outcomes it envisions.

Project Governance

GFOA has found that there are a handful of key success factors for any enterprise project, some of which are discussed in the section below. Without question, one of these key factors is project governance – the structures and processes that govern execution of the project plan, resource allocation, issue resolution, funding and scope decisions, and other critical high level functions.

GFOA will work with the City of Kenosha during the initial planning phases and in development of the change management strategy to identify project governance structures that are critical to the success of the project. These steps include:

- Identifying an executive sponsor and defining his or her role
- Identifying and recruiting steering committee members, and providing guidance on their roles
- Ensuring that all stakeholders understand roles and responsibilities
- Providing a template for a project charter that will document these critical project governance structures.

Of special importance is the need to gain consensus on two items. First, it is vital that stakeholders have a general understanding of the business drivers for the project – what issues the

City is facing that cannot be met (and what opportunities cannot be pursued) as a result of existing processes and systems. Second, it is critical that the steering committee develop a set of goals and objectives for the project, and provide direction and guidance that is aligned with those goals. GFOA has significant experience in this area and has conducted recent research as well. For more information, please see our article in the February, 2009 issue of Government Finance Review entitled “Picking Winners: Shrewd Investing in IT Assets through IT Governance”.

Keys to Success

GFOA’s extensive experience with enterprise-wide projects in the public sector has provided us significant insights into what makes for a successful ERP project. While there are a large number of factors that affect the degree of success or failure of any project, there are a handful of factors that have a profound influence on the outcome:

- Strong and visible executive support – any large project requires the backing, both verbally and in demonstrated actions, of one or more key executives.
- Consensus understanding – stakeholders must have a clear view of why the project is being taken on, and what the organization hopes to achieve in doing it. Without a clear and unambiguous view of the target, selection and implementation risks escalate.
- An effective steering committee – all project teams require guidance, an avenue for issue resolution, and a body that can make policy and resource decisions in a timely fashion. The project steering committee is the structure that plays this role, and is critical to the success of the project.
- Pervasive communications – The most successful projects engage staff for input, communicate status, and support a high degree of both outbound and inbound communication.
- Strong project management – The point person for the project should be an experienced staff member who has the authority to execute the project plan and report to the steering committee. This person should be highly organized and decisive, well-respected, and have deep knowledge and experience with the organization.



Section E Staffing

Staffing

Financial system procurement projects require the proper blend of public sector and business process knowledge, technical capabilities, ERP market awareness and communication/facilitation skills to deliver the results that will transform the City's philosophy of information systems. All GFOA consultants on this project have multiple years of experience with similar projects, continually conduct market research, and have prior public sector work experience – a claim that no other firm can make. As a result our consultants are able to understand your unique needs and future goals, and help develop an achievable approach for getting there.

GFOA's highly qualified professionals represent the most comprehensive knowledge and experience for this type of work in the public sector. In addition to consulting engagements, proposed project team members have written extensively on the subject for GFOA publications, national journals and periodicals, and conducted training for GFOA's annual conference and national training seminars. Please visit our website at www.gfoa.org for a complete listing of articles, books, and training offerings.

GFOA has assigned a team of highly qualified and experience individuals to work with the City's team throughout its engagement. The proposed project manager and engagement manager have a combined 30 years of government experience and have worked on over 25 ERP projects since starting with GFOA. GFOA does not intend to use subcontractors on this engagement. All staff proposed are full-time employees of GFOA. The following consultants will form the project team and complete all work on the City's engagement.

Dave Melbye, Project Manager: Dave is the Consulting Solutions Manager for GFOA, and principal author of GFOA's change management methodology and approach. As a former CIO and consultant, Dave's 24 years of experience in information technology, project management, and ERP systems will ensure quality leadership throughout the project. Dave's resume is provided below

Staff consulting resources will depend on the City's scope and timeframe, which we will discuss with you prior to finalizing a scope of work. If needed, resumes of GFOA staff will be provided for the City.

Dave Melbye – Project Manager

Consulting Solutions Manager, Research and Consulting Center

Professional Profile

Mr. Melbye joined GFOA in 2007, and is now the Consulting Solutions Manager in the Research and Consulting Center. Mr. Melbye has over 20 years experience in both private and public sector information technology projects, specializing in strategic and tactical planning, decision support systems, project management and software selection methodologies, and systems integration. He is the primary author of GFOA's Change Management methodology, and is currently assisting several organizations with change management strategy development and planning for large enterprise projects. Mr. Melbye also developed an innovative requirements definition approach for use in software selection projects.

Prior to coming to GFOA, Mr. Melbye spent five years as the CIO for the Milwaukee Metropolitan Sewerage District, where he led MMSD's ERP selection, implementation and optimization projects in addition to leading the I/T function. Mr. Melbye has worked for both national and regional I/T Consulting firms, having served as Director of the Enterprise Application Integration practice for a Chicago-based firm as well as Practice Director for a Milwaukee-based firm specializing in I/T outsourcing. Mr. Melbye has also worked in several capacities on financial systems projects in the public utilities sector, and led software selection and development teams with Wisconsin Public Service, Wisconsin Southern Gas Company, and Wisconsin Gas (now We Energies). Mr. Melbye holds a B.A. from Lawrence University in Appleton, WI.

Professional Experience

❖ **City of Spokane, WA** - Mr. Melbye served as the project manager for the RFP development and procurement of a comprehensive HR/Payroll and Retirement system for this mid-sized city. In addition to developing requirements and building the RFP, the project included a significant change management effort to ensure that the project will meet the City's operational objectives.

❖ **Dunn County, WI** - Project Manager for a Technology Needs Assessment for financial, human resources, payroll, and medical billing applications. The assessment incorporated operations at four different locations across twenty departments, and resulted in a series of recommended improvements in administration, finance, cash receipting, and other areas. The assessment included a detailed review of the information technology department in order to assess the department's ability to support the recommended changes in business practices.

❖ **Jefferson County, WI** - Project Manager for a Management Information Systems Operational Audit, October 2008 to February, 2009. Mr. Melbye developed the approach and led a joint project team through a detailed analysis of all information technology functions at the County. The analysis was structured to provide findings and recommendations across organizational, technical competence, planning and

communications, and application platform lines. Mr. Melbye adopted a participative workshop approach for this project to ensure a greater degree of client acceptance, increasing the likelihood of successful implementation of the recommendations.

❖ **Sonoma County, CA** - Project Manager for Business Case Development, HRMS Software Selection, and Implementation Advisory Services, June, 2007 to present. Mr. Melbye led a combined client and consultant team through a preliminary business case analysis to determine strategic direction for the HR/Payroll, time entry, and retirement processes of this northern California county. He then served as the project manager for the software selection process, and was responsible for development of their change management strategy and communications plan. Mr. Melbye is now serving as an implementation advisor for the installation, testing and deployment of a software solution from HighLine Corporation.

❖ **Fairfax County, VA** - Assistant Project Manager and Business Analyst for requirements definition phase of Fairfax's ERP selection project, November 2007 to July, 2008. Duties included planning and education for the HR/Payroll functions, and development of business process maps for nearly 100 operational functions in HR/Payroll and procurement.

❖ **Lafayette Consolidated Government, Lafayette, LA** - Provided change management education and training for Lafayette's ERP sponsors, management, and project team, April to October, 2008. Mr. Melbye also developed an overall change management strategy and communications plan for the implementation team, integrating GFOA's approach with the Lawson implementation plan.

❖ **City of Santa Ana, CA** - Change management consulting for the Lawson ERP implementation, October 2008 to present. Mr. Melbye assisted the City's change manager with development of a broad-based readiness assessment program for the implementation teams in procurement, finance, and utility billing applications. Mr. Melbye also assisted with development of project team communication tools including seminars, newsletters and web pages.

Education

B.A., Lawrence University, Appleton, WI

Publications and Papers

- (1) *Municipal Why-Fi* in Government Finance Review, October, 2007
- (2) *Knowledge Management: Putting the Pieces Together* in Government Finance Review, April, 2008
- (3) *The ERP Book: Financial Management Technology from A to Z*. Chicago, IL: GFOA. April, 2010.



Section F References

GFOA takes great pride in its client base and encourages the City to contact past clients. While the scope of each project is slightly different, GFOA’s professionalism, attention to detail, objective advice, and ability to represent the best interests of our client are constant.

Over the past 10 years, GFOA has provided enterprise wide technology assessments and ERP procurement advisory and software selection services to over 250 local governments.

Reference #1



County of Sonoma, CA – HRMS and Financial Software Selection

Population: 460,000
Employees: 4,500
Time Frame: June 2007 – Present

Synopsis: Sonoma County engaged GFOA in 2005 to conduct a needs assessment/business case evaluation and market analysis to help define alternatives for HR/Payroll systems. GFOA was also asked to define scope for a potential replacement project of their HR/Payroll system. The scope included human resources, payroll, time and attendance, applicant tracking, retirement and pension, and performance measurement. GFOA was subsequently asked to lead the requirements definition and RFP development effort. The RFP was released in February, 2008, and with the County’s legal team, GFOA negotiated a contract with Highline Corporation.

Subsequently, GFOA was asked to repeat the software and implementer selection process for the County’s financial applications, including core financials, procurement and budgeting. Software selection is scheduled to be completed early in 2011.

Software Selected Highline Corporation ePersonality (HRMS)

Project Contact: Donna Dunk
 Title: Assistant Auditor Controller
 Email: ddunk@sonoma-county.org
 Phone: (707) 565-3274

Reference #2



City of Santa Ana, CA

Population: 355,000
Employees: 3,500
Time Frame: Jan 08 – Present

Synopsis: GFOA was asked to assist the City of Santa Ana with requirements definition, RFP development, software selection, and contract negotiation for a complete ERP solution. GFOA is currently involved with the City in performance of implementation advisory services, which includes a significant amount of work in process improvement and change management. The City is struggling with layoffs and does not have a dedicated project team, so normal workload must be mixed with implementation causing a more prolonged implementation than originally intended. First phase is due to go-live 15 months after the project began.

Software Selected Lawson Software

Project Contact: Bruce Fruchter
 Title: Project Manager
 Email: BFruchter@santa-ana.org
 Phone: 714-647-5408

Reference #3



City of Springfield, IL

Population: 112,000
Employees: 1,800
Time Frame: Apr 2005 – Aug 2006

Synopsis: The City of Springfield, IL engaged GFOA to conduct a needs assessment as the first phase of a project to procure an enterprise system to support the City’s finance and human resource management functions. The scope of the engagement included general ledger, accounts payable, accounts receivable, purchasing, fixed assets, budget preparation and treasury management. From that assessment, the City further engaged GFOA to prepare an RFP, provide system selection/vendor evaluation services, and contract negotiation services.

Software Selected CGI – AMS Advantage

Project Contact: Gayla R. Garner
 Title: Office of Budget and Management
 Email: ggarner@cwlp.com
 Phone: (217) 789-2000

Reference #4



City of Cape Coral, FL

Population: 171,258
Employees: 1,700
Time Frame: Oct, 2007 - Apr, 2008

Synopsis: The City of Cape Coral, FL engaged GFOA to assist in issuing an RFP, system selection and evaluation services and contract negotiations to replace their existing HTE system. The scope included general ledger, accounts payable, accounts receivable, purchasing, fixed assets, budget preparation, payroll, HR and benefits.

Software Selected JD Edwards implemented by AMX

Project Contact: Linda Senne
Title: Deputy Financial Services Director
Email: lsenne@capecoral.net
Phone: 239-574-0435



Section G – Cost

GFOA takes great pride in completing our consulting projects on time and on budget. All pricing (unless otherwise noted) is provided as a fixed fee **inclusive of all travel costs** incurred by GFOA staff. Participation in project update calls, additional research, or minor adjustments in scope to any fixed fee deliverable will not result in cost increases.¹ GFOA sees this engagement as a partnership centered on helping the City achieve its goals. Therefore, we are committed to providing quality services at affordable prices.

Deliverable Number	Milestone	Payment Amount	Payment Type
1	Project Planning	\$1,140	Fixed
2	ERP 101	\$1,520	Fixed
3	Executive Visioning	\$1,140	Fixed
	Task 1 – Project Organization	\$ 3,800	
4	Needs Assessment Report	\$19,760	Fixed
5	12 Process Maps	\$36,000	Fixed
	Task 2 – Needs Assessment and Process Mapping	\$55,760	
6	Updated Project Plan	\$ 0	Fixed
7	Procurement Kickoff session	\$ 760	Fixed
8	Functional Requirements	\$21,600	Fixed
9	RFP Development	\$6,840	Fixed
	Task 3 – Develop an RFP	\$29,200	
10	Proposal Assessment Report	\$18,240	Fixed
11	Facilitated Vendor Demonstrations	\$23,520	Fixed
12	RFC Letters	\$ 2,280	Fixed
13	Facilitated Discovery Sessions	\$ 4,500	Fixed
	Task 4 – Evaluation and Vendor Selection	\$48,540	

¹ GFOA reserves the right to request additional fees as a result of the City’s decisions that will cause GFOA to significantly increase its level of effort and/or incur additional travel expenses. GFOA’s project manager will discuss all options with the City prior to requesting additional fees.

14	Contract Negotiations (Time and material @ \$190/hr)	\$7,600	Not to Exceed
15	SOW Development	\$4,560	Fixed
	Task 5 – Contract Negotiations Subtotal	\$12,160	
16	Implementation Advisory Services	TBD	TBD
	Task 6 – Implementation Advisory Services	TBD	
	GRAND TOTAL	\$149,460	

Implementation Advisory Services will be proposed in more detail at or near the completion of Tasks 4 and 5. These services are highly dependent on which platform and package is selected by the City, whether the application will be hosted onsite, the implementation timeframe, staffing levels of both vendor and City, and a wide variety of other factors.

General Pricing Assumptions

- ❖ The proposal assumes that the contract will be completed within the timeframe set forth in the Estimated Project Timeline as set forth in the prior section of this document. The timeline for the project assumes that your organization will have its staff available to complete the project within the timeframe proposed.
- ❖ If it becomes necessary for your organization to request additional resources or expand scope, such additional work shall be secured as an amendment to the contract between your organization and GFOA, and the work will be performed at an hourly rate of \$190 per hour, plus actual travel expenses (if any).
- ❖ Your organization’s staff will be reasonably available for interviews and will participate in the project as agreed upon and appropriate. Your organization agrees not to cancel meetings once established.
- ❖ Unless otherwise stated, your organization agrees to confirm acceptance of deliverables within a mutually agreed upon number of business days. If a deliverable is not accepted, your organization must state in writing to the GFOA Project Manager the changes needed to the deliverable to garner its acceptance.
- ❖ GFOA conducts the majority of the engagement work on a fixed fee engagement, where payment is due upon completion of each phase for all the deliverables in that phase. The time and expenses portion of the engagement (contract negotiations) will be billed on a monthly basis at the hourly rate specified in the cost section of this proposal.
- ❖ GFOA’S liability and indemnification under any agreement reached with your organization will be limited to the extent of fees paid by insurance coverage currently in force. This limitation applies to all exposures under this engagement. The contract with your organization must also include the following language in the same section as the limitation on liability: “The City recognizes that GFOA’s role is to provide information,

analysis and advisory services. As such, GFOA bears no responsibility for the performance of the software, hardware, or implementation service suppliers.”

- ❖ GFOA is a non-profit membership association made up of members representing organizations like the City. Therefore, GFOA’s liability and indemnification under any agreement reached with your organization will be limited to the extent of claims paid by insurance coverage currently in force.
- ❖ GFOA assumes that workdays will incur at 8 hours of billable time per day when on-site. However, we will work to fit your work schedule, and will only bill for the hours worked, both on and off site, during this engagement.
- ❖ GFOA will participate in Steering Committee meetings if site work is coincident with meeting times.
- ❖ When performing work on-site, GFOA staff will be provided appropriate office workspace and access to copiers, printers, fax machines, and miscellaneous office supplies if necessary.
- ❖ GFOA has proposed 12 on-site visits during this engagement, with those visits split among the project phases as follows.

Task	On-site Visits	On-site Days
Organization	Planning, ERP 101, Visioning (1 site visit, three days)	3
Needs Assessment	Group sessions, system observations (2 site visits, four days each)	8
Develop Process Maps	Mapping and additional Data Gathering (2 site visits, four days each)	8
Develop RFP	Procurement Planning (1 site visit, four days)	4
Develop RFP	Functional Requirements (2 site visits, four days each)	8
Evaluation and Vendor Selection	Facilitated Demonstrations (3 site visits, three days each)	9
	Facilitated Discovery Sessions (1 site visit, two days)	2
	TOTAL – 12 site visits maximum*	42

- ❖ Standard GFOA on-site visits will include 1 or 2 consultants. GFOA may bring additional consultants on site to combine site visits as needed.

Engagement Assumptions by Task

Task 2: Needs Assessment and Mapping

- ❖ The Process maps recommended for the City are listed below with GFOA’s recommended 12 key processes highlighted. Each map will consist of several layers to document all of the processes, but will not be detailed to the document level. The map will consist of several mid to high level processes with the ability to drill down to 5-6 tasks for each process. Additional processes or further details on process maps may result in a change of scope.
- ❖ Additional process maps beyond the 12 proposed here can be developed at an additional cost of \$3,000 per process.
- ❖ A comprehensive list of possible maps is listed in the following chart. GFOA recommends the City select twelve of the key areas for mapping, and if additional maps are needed, GFOA and the City will agree to further negotiate the change in scope.

FINANCIALS	PROCUREMENT
1) Accounting	7) Purchasing
Chart of Accounts	Requisition
Period Open/Close	Purchase Order Creation
Manual JE	Purchase Order Adjustments
Accruals	P-Card Management
Audit Adjustments	Contract Management
2) Accounts Payable	Vendor Performance
Vendor Creation	HUMAN RESOURCES
Vendor Maintenance	8) Benefits
Matching (e.g., 3-Way)	Open Enrollment
Invoice Processing	Life-qualifying Events
Payment Processing	
1099 Processing	9) Personnel Actions
Employee Reimbursements	Appointment
3) Accounts Receivable	Separation
Customer Creation	Promotion
Customer Maintenance	Demotion
Billing	Position Reclassification
Collections	Transfer
4) Budgeting	
Operating Budget (Preparation)	10) Position Control
Operating Budget (Amendments)	Creation
Capital Budget (Preparation)	Re-Classify Position
Capital Budget (Amendments)	Abolish
Budget Adjustments	
Budget Publishing	
5) Grants	11) Recruitment
Application	Job Application/Posting
Award	Applicant Tracking
Tracking	

Indirect Costing	12) Payroll
Sponsor Reporting	Compensation Plan Management
Closing	Salary Administration
6) Project Accounting	Gross to Net Processing
Project Setup	Labor Distribution
Accounting	FLSA
Reporting	W-2 Production
Closing	

- ❖ Your organization will have a mutually agreed upon number of business days to review GFOA’s draft process maps. GFOA expects your organization to provide comments and feedback on the documents. GFOA will work from a unified set of comments provided by your organization’s Project Manager to produce the final set of maps.

Task 3: Develop an RFP

- ❖ Should the City desire to assist GFOA in gathering the requirements, GFOA can guide the City through this step and participate remotely and reduce the number of on-site visits. While this will reduce costs, there are risks, and GFOA will discuss this step with you prior to providing revised pricing.

Task 4: Evaluate and Select Vendor

- ❖ The proposal assumes that no more than three vendors/vendor teams will be short-listed for product demonstrations.
- ❖ One GFOA staff member will attend a maximum of three product demonstrations of two days per product. The demonstrations will be held over consecutive weeks to maintain continuity in the evaluation process.
- ❖ Additional GFOA staff may attend the software demonstrations to gather data for our own research or for training purposes. There is no charge for these extra resources.
- ❖ Your organization will hold an on-site Discovery session for the two vendors elevated for negotiations after the software demonstrations. One GFOA staff member will attend a maximum of two Discovery sessions lasting one day each.
- ❖ Additional GFOA staff may attend the Discovery sessions for research or for training purposes. There is no charge for these resources.

Task 5: Contract Negotiations

- ❖ After the City elevates a final proposer, all contract negotiation work (except SOW development) is charged through time and material billing invoiced once per month. All negotiations activities occur off-site.



**CITY OF KENOSHA
SCHEDULES OF DISBURSEMENTS**

Disbursement Record 8

Approved by Council _____

The Finance Committee reviewed the attached listing of disbursements for the period from 04/16/11 through 04/30/11 and have approved the disbursements as follows:

1. Checks numbered from 105087 through 105372 as shown on attached listing consisting of:

a. Debt Service	-0-
b. Investments	-0-
c. All Other Disbursements	4,526,052.60
SUBTOTAL	4,526,052.60

PLUS:

2. City of Kenosha Payroll Wire Transfers from the same period: 1,207,276.18

TOTAL DISBURSEMENTS APPROVED 5,733,328.78

David Bogdala

Daniel Prozanski Jr.

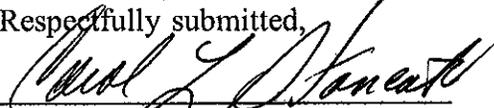
Katherine Marks

Eric Haugaard

Tod Ohnstad

Theodore Ruffalo

I have examined the vouchers listed on the attached sheets and have not found any unauthorized or improper payments. It must be understood that this statement in no way should be interpreted as a guarantee that errors do not exist. I have initially examined the attached vouchers for proper account classification. However, the account classifications as shown for the attached vouchers are subject to change upon subsequent review by both myself and respective department heads of the City of Kenosha.

Respectfully submitted,


Director of Finance

(disbursementsblank.share.fin)

**FISCAL NOTE
CITY OF KENOSHA
DEPARTMENT OF FINANCE**

PREPARED FOR: Finance Committee

ITEM: Disbursement Record #8

ESTIMATED FINANCIAL IMPACT:

No additional fiscal note needed.

Date Prepared: 05/09/11

Prepared By: 

Reviewed By: 

START DATE FOR SUMMARY: 4/16 END DATE FOR SUMMARY: 4/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105087	4/20	CITY OF RACINE	631-09-50101-264-000	2011 APWA SPRING CNF	370.00
			501-09-50101-264-000	2011 APWA SPRING CNF	185.00
			110-03-53101-264-000	2011 APWA SPRING CNF	185.00
				..... CHECK TOTAL	740.00
105088	4/20	KENOSHA COUNTY CLERK	409-11-50904-581-000	TITLE/TEMP EASEMENT	18,400.00
105089	4/21	ACE HARDWARE	110-05-55109-344-000	03/11 PA-MERCHANDISE	115.42
			110-05-55109-246-000	03/11 PA-MERCHANDISE	107.97
			110-05-55109-244-000	03/11 PA-MERCHANDISE	88.49
			521-09-50101-241-000	03/11 AR-MERCHANDISE	78.96
			110-02-52203-382-000	03/11 FD-MERCHANDISE	53.78
			110-05-55109-389-000	03/11 PA-MERCHANDISE	46.85
			501-09-50105-389-000	03/11 SW-MERCHANDISE	29.99
			521-09-50101-353-000	03/11 AR-MERCHANDISE	25.98
			110-05-55109-361-000	03/11 PA-MERCHANDISE	24.04
			110-03-53109-361-000	03/11 ST-MERCHANDISE	13.49
			110-03-53109-375-000	03/11 ST-MERCHANDISE	9.99
			501-09-50104-389-000	03/11 SW-MERCHANDISE	6.98
			110-02-52203-357-000	03/11 FD-MERCHANDISE	3.75
			520-09-50202-249-000	03/11 TD-MERCHANDISE	3.50
				..... CHECK TOTAL	609.19
			105090	4/21	TEAMSTERS LOCAL UNION 43	110-00-21555-000-000	04/22/11 UNION DUES	750.60
105091	4/21	VIKING ELECTRIC SUPPLY	632-09-50101-246-000	03/11 SE ELECTRICAL	70.44
105092	4/21	HWY C SERVICE	110-05-55109-344-000	3/11-PA SERVICE/PART	266.41
			110-05-55109-344-000	3/11-PA SERVICE/PART	224.07
			630-09-50101-393-000	3/11-SE#2504 SERVICE	105.00
			110-05-55109-344-000	3/11-PA SERVICE/PART	94.74
			110-05-55109-344-000	3/11-PA SERVICE/PART	3.57
				..... CHECK TOTAL	693.79
105093	4/21	ICMA RETIREMENT TRUST	110-00-21572-000-000	4/1-15/11 CONTRIBS	65,004.91
			110-00-21599-000-000	4/1-15/11 CONTRIBS	3,005.00
				..... CHECK TOTAL	68,009.91
105094	4/21	WIS DEPT OF REVENUE	110-09-56507-259-999	3/11 SALES TAX	111.17

START DATE FOR SUMMARY: 4/16 END DATE FOR SUMMARY: 4/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105095	4/21	KRANZ, INC.	630-09-50101-393-000	3/11-SE PRODUCTS	2,913.16
			630-09-50101-393-000	3/11-SE PRODUCTS	1,035.92
			630-09-50101-393-000	3/11-SE PRODUCTS	684.00
				..... CHECK TOTAL	4,633.08
105096	4/21	LAKESIDE STEEL & MFG. CO.	630-09-50101-393-000	03/11 CE LABOR & MAT	120.44
105097	4/21	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	04/22/11 CITY HRLY	15,624.00
			110-00-21562-000-000	04/22/11 WATER HRLY	4,299.85
			110-00-21562-000-000	04/22/11 MUSEUM HRLY	205.00
				..... CHECK TOTAL	20,128.85
105098	4/21	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	3/15/10 B MILLER	17,554.26
			110-02-52101-219-000	3/11-#11-033479-LAB	52.00
			110-02-52101-219-000	3/11-#11-031615 LAB	52.00
			110-02-52101-219-000	3/11-#11-033479 LAB	52.00
				..... CHECK TOTAL	17,710.26
105099	4/21	PALMEN BUICK	630-09-50101-393-000	03/11 CE PARTS & MAT	877.41
			630-09-50101-393-000	03/11 CE PARTS & MAT	73.40
				..... CHECK TOTAL	950.81
105100	4/21	VAN'S GAS SERVICE INC	110-03-53116-246-000	3/11-WA PROPANE GAS	20.40
			501-09-50105-355-000	3/11-SW PROPANE GAS	15.30
				..... CHECK TOTAL	35.70
105101	4/21	VAN'S ROOFING, INC	110-01-51801-245-000	ROOF REPAIR	567.73
105102	4/21	KENOSHA WATER UTILITY	110-05-55109-223-000	01-02/11 STORMWATER	7,730.66
			524-05-50101-223-000	01-02/11 STORMWATER	621.68
			110-03-53103-223-000	01-02/11 STORMWATER	547.88
			520-09-50301-223-000	01-02/11 STORMWATER	441.96
			445-11-50401-589-000	01-02/11 STORMWATER	289.34
			110-03-53116-223-000	01-02/11 STORMWATER	221.80
			463-11-50801-589-000	01-02/11 STORMWATER	168.42
			110-01-51802-223-000	01-02/11 STORMWATER	153.96
			110-02-52203-223-000	01-02/11 STORMWATER	144.68
			491-11-50102-219-000	01-02/11 STORMWATER	127.72
			519-09-50116-249-000	01-02/11 STORMWATER	119.24
			110-01-51802-223-000	01-02/11 STORMWATER	116.86
			519-09-50124-249-000	01-02/11 STORMWATER	109.42
			519-09-50103-249-000	01-02/11 STORMWATER	105.20
			519-09-50109-249-000	01-02/11 STORMWATER	60.94
			110-09-56519-259-000	01-02/11 STORMWATER	53.52
			519-09-50120-249-000	01-02/11 STORMWATER	43.98
			110-01-51802-223-000	01-02/11 STORMWATER	39.48
			519-09-50118-249-000	01-02/11 STORMWATER	38.94
			491-11-50106-219-000	01-02/11 STORMWATER	35.24
			110-05-55109-223-000	01-02/11 STORMWATER	29.94

START DATE FOR SUMMARY: 4/16 END DATE FOR SUMMARY: 4/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-01-51802-223-000	01-02/11 STORMWATER	8.74
			420-11-50603-589-000	01-02/11 STORMWATER	7.68
				..... CHECK TOTAL	11,217.28
105103	4/21	KENOSHA WATER UTILITY	110-05-55109-223-000	#1 4/01/11 WTR/STRM	4,932.88
			110-05-55109-224-000	#1 4/01/11 WTR/STRM	2,625.18
			110-01-51802-223-000	#1 912 35TH ST	604.46
			524-05-50101-223-000	#1 4/01/11 WTR/STRM	489.98
			110-02-52203-224-000	#1 4/01/11 WTR/STRM	473.59
			110-05-55104-224-000	#1 4/01/11 WTR/STRM	421.34
			110-02-52203-223-000	#1 4/01/11 WTR/STRM	371.52
			110-05-55111-224-000	#1 4/01/11 WTR/STRM	366.48
			110-05-55106-224-000	#1 4/01/11 WTR/STRM	358.16
			110-01-51801-223-000	#4 4/01/11 WTR/STRM	332.97
			110-01-51801-224-000	#4 4/01/11 WTR/STRM	265.25
			524-05-50101-224-000	#1 4/01/11 WTR/STRM	253.26
			522-05-50102-224-000	#1 4/01/11 WTR/STRM	242.72
			633-09-50101-224-000	#1 4/01/11 WTR/STRM	125.80
			633-09-50101-223-000	#1 4/01/11 WTR/STRM	117.92
			520-09-50301-224-000	#1 4/01/11 WTR/STRM	83.92
			110-03-53116-224-000	#1 4/01/11 WTR/STRM	77.92
			110-02-52110-223-000	#1 4/01/11 WTR/STRM	76.58
			110-05-55102-224-000	#1 4/01/11 WTR/STRM	38.70
			110-02-52110-224-000	#1 4/01/11 WTR/STRM	30.26
			110-01-51802-224-000	#1 912 35TH ST	28.64
			520-09-50301-223-000	#1 4/01/11 WTR/STRM	15.10
				..... CHECK TOTAL	12,332.63
105104	4/21	REINDERS INC.	110-05-55109-353-000	HERBICIDE	1,733.16
			110-05-55109-353-000	HERBICIDE	1,111.99
				..... CHECK TOTAL	2,845.15
105105	4/21	KENOSHA WATER UTILITY	420-11-50703-589-000	1-2/11 STORMWATER	42.66
105106	4/21	STREICHER'S POLICE EQUIPMENT	110-02-52103-365-000	MAGAZINE CASE	202.99
			110-02-52103-365-000	MAGAZINE CASE	120.00
			110-02-52103-365-000	STORM SLING XT:	30.00
			110-02-52103-365-000	SLING ADAPTER	22.00
				..... CHECK TOTAL	374.99

START DATE FOR SUMMARY: 4/16 END DATE FOR SUMMARY: 4/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105107	4/21	WEST GROUP	110-01-50301-322-000	03/11 ONLINE MATERIA	715.65
105108	4/21	AT&T	110-01-51801-225-000	3/28-4/27 653-7213	629.06
			110-02-52108-225-000	04/11 656-1234	270.43
			110-01-51801-227-000	3/28-4/27 653-8297	139.57
			110-01-51801-225-000	3/28-4/27 942-8834	38.78
			110-01-51801-225-000	04/11 605-9294	38.75
			110-05-55111-225-000	3/28-4/27 942-3781	32.46
				..... CHECK TOTAL	1,149.05
105109	4/21	ZILSKE LAW FIRM S C	110-09-56405-212-000	6/18/10 D PALMER	2,118.80
			110-09-56405-212-000	6/23/09 P ROMANO	1,172.00
			110-09-56405-212-000	4/4/07 P ROMANO	364.00
			110-09-56405-212-000	12/25/09 D GAEDE	94.50
				..... CHECK TOTAL	3,749.30
105110	4/21	DWD-UI	110-09-56308-157-000	03/11 UNEMPLOYMENT	38,962.01
			520-09-50101-157-000	03/11 UNEMPLOYMENT	5,414.74
			110-00-15601-000-000	03/11 UNEMPLOYMENT	1,377.60
			110-09-56308-157-000	03/11 UNEMPLOYMENT	693.00
			110-09-56308-157-000	03/11 UNEMPLOYMENT	88.62CR
				..... CHECK TOTAL	46,358.73
105111	4/21	FEDEX	110-01-51306-312-000	4/06/11 PA-YAMAHA	29.44
			110-01-51306-312-000	4/04/11 PW-DNR	23.05
				..... CHECK TOTAL	52.49
105112	4/21	RC ELECTRONICS	754-09-50102-579-000	INSTL CAMERA SYSTEM	15,400.00
105113	4/21	LINCOLN CONTRACTORS SUPPLY	110-03-53109-361-000	3/11-ST TOOLS/SUPPLI	119.00
105114	4/21	GENUINE HVAC L.L.C.	110-03-53116-241-000	REPAIR HEATING SYST	540.00
105115	4/21	SCHELBLE & HEMMER, S.C.	110-00-21581-000-000	04/22/11 B GARRETT	121.76
105116	4/21	WETLAND & WATERWAY CONSULT.	403-11-51106-589-000	01-03/11 PROFESSIONA	28,732.02
105117	4/21	NAPA AUTO PARTS CO.	630-09-50101-393-000	03/11 CE PARTS/FILTE	3,280.02
			630-09-50101-393-000	PARTS FOR FLEET 2330	818.71
			520-09-50401-347-000	03/11 TD PARTS/FILTE	651.24
			110-05-55109-344-000	03/11 PA PARTS/FILTE	506.37
			110-02-52203-344-000	03/11 FD PARTS/FILTE	502.64
			206-02-52205-344-000	03/11 FD PARTS/FILTE	358.44
			520-09-50201-347-000	03/11 TD PARTS/FILTE	209.45
			110-05-55109-361-000	03/11 PA PARTS/FILTE	192.82
			110-01-51801-361-000	3/11 MB PARTS/FILTER	183.78
			110-03-53107-344-000	03/11 ST PARTS/FILTE	149.99
			110-03-53103-389-000	03/11 ST PARTS/FILTE	148.00
			520-09-50201-317-000	03/11 TD PARTS/FILTE	113.28

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-05-55109-341-000	03/11 PA PARTS/FILTE	109.47
			110-02-52203-361-000	03/11 FD PARTS/FILTE	59.99
			501-09-50104-389-000	03/11 SW PARTS/FILTE	44.37
			632-09-50101-343-000	03/11 SE PARTS/FILTE	31.94
			501-09-50104-344-000	03/11 SW PARTS/FILTE	23.97
			110-03-53107-389-000	03/11 ST PARTS/FILTE	5.40
			110-03-53103-344-000	03/11 ST PARTS/FILTE	247.26CR
				..... CHECK TOTAL	7,142.62
105118	4/21	M & M PAINTS INC.	630-09-50101-393-000	3/11-SPRAY PAINT AER	227.40
105119	4/21	REGISTRATION FEE TRUST	520-09-50301-311-000	PLATE #2012 TO 1667	1.00
			520-09-50301-311-000	PLATE #2566 TO 2802	1.00
			520-09-50301-311-000	PLATE #2565 TO 2798	1.00
				..... CHECK TOTAL	3.00
105120	4/21	CONCRETE SPECIALTIES CO.	501-09-50105-355-000	MERCHANDISE	440.00
105121	4/21	KENOSHA COUNTY	110-01-50901-311-000	REGAL POINTE DOCS	159.00
105122	4/21	CHEM-TECH INTERNATIONAL	110-01-51801-389-000	CHEMICALS	150.98
			110-01-51801-389-000	CHEMICALS	111.00
			110-01-51801-389-000	CHEMICALS	82.00
				..... CHECK TOTAL	343.98
105123	4/21	AMR INC.	110-01-51701-232-000	MAINTENANCE AGREEMNT	550.00
105124	4/21	FLORIDA MICRO	631-09-50101-363-000	BACKUP DRIVES	1,506.96
			501-09-50103-363-000	BACKUP DRIVES	1,506.96
				..... CHECK TOTAL	3,013.92
105125	4/21	LIBERTY BUILDERS, LLC	286-06-50202-259-000	#5257195 CO 9-10	369.52
			286-06-50213-259-000	#5257198 - CO 11	355.63
			286-06-50211-259-000	#5257197 - CO 9	50.00
				..... CHECK TOTAL	775.15
105126	4/21	PARTNERS IN DESIGN	520-00-18751-000-000	METRA STATION REHAB	3,191.62
105127	4/21	LAB SAFETY SUPPLY INC	110-02-52203-246-000	COAT RACK HANGER	183.51

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105128	4/21	LIBERTY TIRE RECYCLING SVCS	205-03-53118-219-000	3/11-TIRE RECYCLING	1,891.08
105129	4/21	LEE PLUMBING, INC.	520-09-50202-249-000	3/11-TD PLUMBING SER	767.50
			110-03-53103-246-000	4/11-ST BOILER PUMP	555.17
				..... CHECK TOTAL	1,322.67
105130	4/21	LAKESIDE INTERNATIONAL TRUCK	630-09-50101-393-000	03/11 CE PARTS-MATER	2,615.00
			520-09-50201-347-000	03/11 TD BUS PARTS/M	650.84
			206-02-52205-344-000	03/11 FD PARTS & MAT	201.10
				..... CHECK TOTAL	3,466.94
105131	4/21	HUMANA CLAIMS	611-09-50101-155-527	04/18/11 MED CLAIMS	107,207.14
			611-09-50101-155-527	04/20/11 MED CLAIMS	46,292.29
			611-09-50101-155-527	04/18/11 PHARMACY	15,287.55
			611-09-50101-155-527	04/15/11 PHARMACY	10,403.92
			611-09-50101-155-527	04/15/11 MED CLAIMS	6,557.02
			611-09-50101-155-527	04/19/11 MED CLAIMS	5,784.31
			611-09-50101-155-527	04/19/11 PHARMACY	5,157.43
			611-09-50101-155-527	04/20/11 PHARMACY	2,662.30
				..... CHECK TOTAL	199,351.96
105132	4/21	HEALTHSTAT	611-09-50101-155-504	03/11 MID LVL PROV	16,478.00
			611-09-50101-155-504	03/11 PRGM ADMN FEE	6,669.74
			611-09-50101-155-504	03/11 REF LAB FEES	1,859.63
				..... CHECK TOTAL	25,007.37
105133	4/21	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	04/22/11 L SAYLOR	36.41
105134	4/21	MALLERY & ZIMMERMAN, SC	110-00-21581-000-000	04/22/11 CHRISTERSON	133.78
105135	4/21	INSTY-PRINTS	110-03-53107-311-000	03/11 SNOW RT BINDR	252.63
105136	4/21	WISCONSIN BUILDING SUPPLY	286-06-50302-259-000	#5254314 MATEROA;S	3,814.35
			286-06-50302-259-000	#5254314 MATERIALS	447.00
			286-06-50302-259-000	#5254314 MATERIALS	325.13
			286-06-50302-259-000	#5254314 MATERIALS	172.28
			286-06-50302-259-000	#5254314 MATERIALS	46.96
			286-06-50302-259-000	#5254314 MATERIALS	10.24
			286-06-50302-259-000	#5254314 MATERIALS	197.74CR
			 CHECK TOTAL	4,618.22

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105137	4/21	BRINKMANN CORPORATION	501-09-50103-361-000	LIGHTBULBS-802-17470	40.90
105138	4/21	T & A INDUSTRIAL, LTD.	630-09-50101-393-000	3/11-SE MAINT/SAFETY	34.38
105139	4/21	ZEP MANUFACTURING CO.	110-01-51801-382-000	ROLL TOWELS	738.55
105140	4/21	KUEMMERLING, INC., KARL	110-03-53113-361-000	MISCELLANEOUS TOOLS	206.60
105141	4/21	MARTIN PETERSEN COMPANY, INC.	403-11-50904-589-000	REPLACE BACKFLOW	2,725.00
105142	4/21	KNIGHT-BARRY TITLE, INC.	110-00-21106-000-000	2010 TAX-3504 14 PL	78.19
105143	4/21	FORCE AMERICA	630-09-50101-393-000	CONTROL HEAD	2,201.88
105144	4/21	MENARDS (KENOSHA)	422-11-50906-527-000	5 SHELF STEEL	1,151.64
			110-03-53113-389-000	03/11 ST MERCHANDISE	295.98
			501-09-50105-344-000	03/11 SW MERCHANDISE	253.33
			501-09-50105-344-000	03/11 SW MERCHANDISE	250.00
			521-09-50101-249-000	03/11 AR MERCHANDISE	208.97
			110-05-55109-357-000	03/11 PA MERCHANDISE	93.27
			501-09-50105-344-000	03/11 SW MERCHANDISE	88.66
			520-09-50202-249-000	03/11 TD MERCHANDISE	71.72
			501-09-50105-387-000	03/11 ST MERCHANDISE	64.80
			110-05-55109-389-000	03/11 PA MERCHANDISE	59.97
			110-02-52203-382-000	03/11 FD #3 MERCHAND	40.06
			110-05-55109-244-000	03/11 PA MERCHANDISE	33.50
			520-09-50202-249-000	03/11 TD MERCHANDISE	32.94
			110-05-55109-361-000	03/11 PA MERCHANDISE	31.47
			286-06-50302-259-000	#5255855 MATERIALS	31.22
			110-03-53107-389-000	03/11 ST MERCHANDISE	29.82
			110-03-53109-375-000	03/11 ST MERCHANDISE	27.90
			286-06-50302-259-000	#5254301 MATERIALS	12.09
			521-09-50101-246-000	03/11 AR MERCHANDISE	9.89
			521-09-50101-382-000	03/11 AR MERCHANDISE	9.65
			521-09-50101-382-000	03/11 AR MERCHANDISE	3.91
			286-06-50302-259-000	#5254301 MATERIALS	5.64CR
				..... CHECK TOTAL	2,795.15
105145	4/21	SHERWIN INDUSTRIES	110-03-53103-355-000	3/11-ST COLD PATCH P	4,684.13

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105146	4/21	UKE'S HARLEY-DAVIDSON/BUELL	110-02-52103-365-000	HELMET	253.11
			110-02-52103-365-000	HELMET	253.11
				..... CHECK TOTAL	506.22
105147	4/21	BELLE CITY FIRE EXTINGUISHER	524-05-50101-235-000	03/11 GO-EXTINGUISH	90.00
105148	4/21	WIS SCTF	110-00-21581-000-000	04/22/11 HRLY DEDCT	1,054.42
105149	4/21	PREVOST CAR (US) INC	520-09-50201-347-000	03/11 BUS PARTS	2.00
105150	4/21	HALLMAN LINDSAY	110-05-55104-249-000	4/11-PA PAINT/PRODUC	237.65
			110-05-55109-244-000	3/11-PA PAINT/PRODUC	35.99
				..... CHECK TOTAL	273.64
105151	4/21	CEDAR CREST	524-05-50101-397-000	4/11-GO CONCESSION S	99.44
105152	4/21	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	04/22/11 J PETRILLO	139.82
105153	4/21	NEXTEL COMMUNICATIONS	110-02-52109-226-000	03/11 PHONE SERVICE	322.09
105154	4/21	GRAINGER	110-02-52201-311-000	3/11-FD PARTS/MATERI	9.36
105155	4/21	TIME WARNER CABLE	110-01-51102-233-000	4/19-5/18/11-SE RR	139.95
105156	4/21	CORECOMM/INTERNET SERVICES	110-01-51102-233-000	WEBSITE HOSTING	359.40
105157	4/21	CINTAS CORP	632-09-50101-259-000	03/11 SE-UNIFORM/GLV	598.51
			520-09-50201-367-000	03/11 TD-UNIFORM/GLV	330.65
			110-02-52203-259-000	03/11 FD-UNIFORM/GLV	198.12
				..... CHECK TOTAL	1,127.28
105158	4/21	ARAMARK	110-01-51801-246-000	03/11 MB-ENTRNC MATS	98.28
			110-05-55109-246-000	03/11 PA-ENTRNC MATS	45.36
			520-09-50202-246-000	03/11 TD-ENTRNC MATS	41.64
			110-03-53116-246-000	03/11 WA-ENTRNC MATS	40.00
			632-09-50101-246-000	03/11 SE-ENTRNC MATS	16.00
				..... CHECK TOTAL	241.28
105159	4/21	PROCESSWORKS INC.	110-00-21578-000-000	04/19/11 CHECK REG	1,177.18

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105160	4/21	SPEEDWAY LLC	110-00-44709-000-000	A. LANE LICENSE	50.00
			110-00-44709-000-000	BRENDEMIHL LICENSE	50.00
				..... CHECK TOTAL	100.00
105161	4/21	LAKESIDE OIL	520-09-50106-341-000	04/11 DIESEL FUEL	26,677.85
105162	4/21	IAFF/NATIONWIDE	110-00-21574-000-000	4/1-15/11 CONTRIBS	19,963.99
105163	4/21	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	4/1-15/11 CONTRIBS	11,177.23
105164	4/21	BALL HORTICULTURE CO	110-05-55103-353-000	03/11 FLOWERS, PLANTS	1,868.95
			110-05-55103-353-000	03/11 FLOWERS, PLANTS	353.61
			110-05-55103-353-000	03/11 FLOWERS, PLANTS	301.89
			110-05-55103-353-000	03/11 FLOWERS, PLANTS	78.26
				..... CHECK TOTAL	2,602.71
105165	4/21	MIDWEST PHYS ANES SERVICES	110-09-56405-161-000	3/18/07 C LEIPZIG	900.00
105166	4/21	FROEDTERT MEMORIAL HOSPITAL	110-09-56405-161-000	12/4/10 J PETERSON	607.68
105167	4/21	OCCUCARE SYSTEMS & SOLUTIONS	110-09-56405-161-000	3/15/10 B MILLER	833.16
105168	4/21	IHC - KENOSHA RADIOLOGY LLC	110-09-56405-161-000	6/24/06 K KOPESKY	293.25
			110-09-56405-161-000	3/17/11 T KEMEN	36.55
				..... CHECK TOTAL	329.80
105169	4/21	JOHNSON BANK	110-00-21802-000-000	UNIFIED TAX LEVY	707,842.74
			110-00-21801-000-000	KENOSHA CO TAX STLMT	290,728.63
			110-00-21809-000-000	KENOSHA CO TAX STLMT	12,575.24
				..... CHECK TOTAL	1,011,146.61
105170	4/21	CONCORDIA UNIVERSITY	724-00-21933-000-000	Z SWIATKO-SCHLRSHIP	1,000.00
105171	4/21	WISCONSIN CVS PHARMACY LLC	110-00-44204-000-000	CLASS A LIQUOR LIC	125.00
			110-00-44202-000-000	CLASS A BEER LICENSE	100.00
				..... CHECK TOTAL	225.00
105172	4/21	KOHN LAW FIRM S.C.	110-00-21581-000-000	04/22/11 D LARSON	275.28
105173	4/21	CORELOGIC TAX SERVICES	110-00-21106-000-000	2010 TAX-6105 94 CT	17,525.30

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105174	4/21	BRAGADOS BANQUETS, LLC	110-00-44203-000-000	CLASS B BEER/LIQUOR	125.00
105175	4/21	GOMEZ, LISETTE M	110-00-44709-000-000	BARTENDER LICENSE	50.00
105176	4/21	HARPER, CHRIS L	110-00-44709-000-000	BARTENDER LICENSE	50.00
105177	4/21	BIELEFELDT, WILLIAM	110-00-44709-000-000	BARTENDER LICENSE	50.00
105178	4/21	MUTCHLER, VINCENT L.	110-09-56405-166-000	4/15-5/15/11 PPD	1,092.00
105179	4/21	DESCHLER, STEVEN H.	110-09-56405-166-000	3/22-4/21/11 PPD	1,269.00
105180	4/21	EFFINGER, THOMAS	110-00-21109-000-000	2011 2ND QTR INS	9.00
105181	4/21	BOSMAN, KEITH	110-01-51301-263-000	4/3-5/11-PHILADELPHI	313.34
			110-01-51301-263-000	4/3-5/11-PHILADELPHI	80.07
			110-01-51301-262-000	4/3-5/11-PHILADELPHI	54.50
			110-01-51301-261-000	4/3-5/11-PHILADELPHI	36.00
			110-01-51301-311-000	CRIMESTOPPERS GIFT	21.09
			110-01-51301-261-000	PARKING FEE	7.00
				..... CHECK TOTAL	512.00
105182	4/21	PETRILLO, JOHN	110-09-56405-166-000	8% PPD/RIGHT WRIST	9,024.00
105183	4/27	RNOW, INC.	630-09-50101-393-000	03/11 PARTS/MATERIAL	66.01
105184	4/27	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	03/11 ST ELECTRICAL	76.19
			520-09-50202-246-000	03/11 TD ELECTRICAL	73.63
			110-03-53109-375-000	03/11 ST ELECTRICAL	53.44
			632-09-50101-246-000	03/11 SE ELECTRICAL	35.22
				..... CHECK TOTAL	238.48
105185	4/27	KRANZ, INC.	110-05-55109-389-000	BAGS	390.00
			110-05-55109-389-000	GLOVES	382.20
			110-05-55109-389-000	GLOVES	318.50
			110-05-55109-389-000	GLOVES	260.64
			110-05-55109-389-000	GLOVES	127.40
			110-05-55109-389-000	4/11-PA MERCH CREDIT	81.60CR
			 CHECK TOTAL	1,397.14

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105186	4/27	KENOSHA ANIMAL HOSPITAL	213-09-50101-381-000	4/11-MIKY VET EXAM	453.01
			213-09-50101-381-000	2/11-CHICO TABS-VET	99.50
			213-09-50101-381-000	3/11-CHICO VETERINAR	30.00
			213-09-50101-381-000	4/11-VET CREDIT	32.47CR
				..... CHECK TOTAL	550.04
105187	4/27	KENOSHA CO HUMANE SOCIETY	110-04-54102-254-000	04/11 ANIMAL CONTRL	11,283.57
105188	4/27	UNITED HOSPITAL SYSTEMS INC	110-02-52101-219-000	03/11 11-030195 LAB	52.00
			110-02-52101-219-000	03/11 11-036381 LAB	52.00
			110-02-52101-219-000	03/11 11-035829 LAB	52.00
			110-02-52101-219-000	03/11 11-035849 LAB	52.00
			110-02-52101-219-000	03/11 11-035888 LAB	52.00
			110-02-52101-219-000	03/11 11-034823 LAB	52.00
				..... CHECK TOTAL	312.00
105189	4/27	KENOSHA NEWS	761-09-50101-326-000	3/18+3/25 KCM ADS	370.00
			520-09-50301-328-000	04/11 BUS TIRE PROPO	65.66
				..... CHECK TOTAL	435.66
105190	4/27	KENOSHA UNIFIED SCHOOL	110-05-55109-221-000	AMECHE 2/14-3/15/11	98.08
105191	4/27	FIRST SUPPLY CO.	501-09-50105-359-000	03/11 SW SUPPLIES AN	18.34
105192	4/27	NOTARY BOND RENEWAL SERVICE	110-02-52102-219-000	J KENDALL BOND FEES	25.00
105193	4/27	WINGFOOT COMMERCIAL TIRE	630-09-50101-393-000	3/11-SE TIRES/TUBES	8,055.63
105194	4/27	SHOPKO DEPT. STORE	110-02-52203-382-000	3/11-FD#3 MERCHANDIS	28.98
105195	4/27	WILLKOMM INC., JERRY	630-09-50101-391-000	03/11 UNLEADED GASOL	23,962.50
			521-09-50101-341-000	12/10 FUEL	1,599.03
				..... CHECK TOTAL	25,561.53
105196	4/27	WIS DEPT OF REVENUE	110-00-21512-000-000	04/01-15/11 DEDUCTS	121,390.88
105197	4/27	WE ENERGIES	110-03-53109-221-000	#17 03/16-04/13	1,016.28
			110-03-53109-221-000	#17 03/13-04/11	954.24
			110-03-53109-221-000	#17 03/15-04/13	919.32
			110-02-52203-221-000	#17 03/14-04/11	851.74
			110-03-53109-221-000	#17 03/17-04/13	736.98
			110-05-55102-221-000	#17 03/08-04/07	663.46
			110-02-52203-221-000	#17 03/13-04/11	605.08
			110-02-52203-222-000	#17 03/10-04/10	393.49
			110-05-55109-221-000	#17 03/10-04/10	353.10
			110-05-55109-221-000	#17 03/16-04/14	290.01
			110-03-53109-221-000	#17 03/16-04/14	271.01
			110-02-52203-222-000	#17 03/13-04/14	249.04
			110-03-53103-221-000	#17 03/10-04/10	225.82

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-05-55109-221-000	#17 03/15-04/13	172.73
			110-03-53116-221-000	#17 03/16-04/14	154.49
			110-05-55109-222-000	#17 03/10-04/10	152.65
			110-05-55102-221-000	#17 03/15-04/13	145.23
			110-03-53109-221-000	#17 03/10-04/10	140.98
			110-05-55102-221-000	#17 03/14-04/12	91.97
			110-05-55109-221-000	#17 03/11-04/11	63.37
			632-09-50101-221-000	#17 03/16-04/14	37.64
			110-05-55109-221-000	#17 03/17-04/15	29.69
			519-09-50106-221-000	#17 03/10-04/10	26.75
			110-05-55109-221-000	#17 03/14-04/12	16.72
			110-05-55109-221-000	#17 03/17-04/17	8.76
			110-05-55109-221-000	#17 03/09-04/07	8.57
			110-05-55109-222-000	#17 03/14-04/12	8.41
			110-05-55109-222-000	#17 03/09-04/07	8.41
				..... CHECK TOTAL	8,595.94
105198	4/27	WIS RETIREMENT SYSTEM	110-00-21625-000-000	03/11 PENSION	659,764.32
			110-02-52203-153-000	03/11 PENSION	11,500.51
			110-00-21521-000-000	03/11 PENSION	5,545.00
			110-02-52103-153-000	03/11 PENSION	939.44
				..... CHECK TOTAL	677,749.27
105199	4/27	A & R DOOR SERVICE	632-09-50101-246-000	03/11 SE DOOR REPAIR	591.00
105200	4/27	BEACON ATHLETICS	110-05-55102-356-000	DRYING AGENT	1,320.00
			110-05-55102-356-000	SPARKLE NO. 6	875.00
				..... CHECK TOTAL	2,195.00
105201	4/27	AT&T	206-02-52205-227-000	4/10-5/09 DS1 SERVC	900.00
			206-02-52205-227-000	4/10-5/09 DS1 SERVC	588.00
				..... CHECK TOTAL	1,488.00
105202	4/27	TRAVELERS INSURANCE	206-02-52205-219-000	MED DIRECTOR POLICY	510.00
105203	4/27	CHASE BANK KENOSHA	110-00-21513-000-000	04/22/11 HRLY DEDCT	22,858.45
			110-00-21612-000-000	04/22/11 HRLY DEDCT	11,931.79
			110-00-21511-000-000	04/22/11 HRLY DEDCT	8,069.31
			110-00-21614-000-000	04/22/11 HRLY DEDCT	2,878.08
			110-00-21514-000-000	04/22/11 HRLY DEDCT	2,878.01
			 CHECK TOTAL	48,615.64

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105204	4/27	ACL LABORATORIES	110-02-52101-219-000	04/11 PD LAB FEES	43.20
105205	4/27	INTERNATIONAL CODE COUNCIL	110-02-52204-322-000	2011 SUBSC RENEWAL	225.00
105206	4/27	AT&T SERVICES	110-02-52102-219-000	CASE 11-033913	50.00
105207	4/27	OFFICEMAX	110-01-50301-311-000	03/11 LE #1778 OFFC	407.50
			110-03-53103-311-000	03/11 ST #1776 OFFC	155.06
			110-01-52001-311-000	08/10 MC #1579 OFFC	121.89
			110-01-51303-311-000	03/11 HR #1774 OFFC	52.03
			110-01-51101-311-000	03/11 FN #1772 OFFC	43.48
			632-09-50101-311-000	03/11 SE #1777 OFFC	41.44
			110-02-52201-311-000	04/11 FD #1780 OFFC	27.60
			110-01-51301-311-000	03/11 AD #1773 OFFC	27.38
			110-01-50101-311-000	03/11 LE #1779 OFFC	7.48
			110-01-52001-311-000	09/10 MC #1579 OFFC	29.56CR
				..... CHECK TOTAL	854.30
105208	4/27	KRUSCHKE EQUIPMENT & SALES	632-09-50101-235-000	12 HOUR TIMER	64.85
105209	4/27	AT SYSTEMS GREAT LAKES	110-01-51201-219-000	04/11 CT ARMORED CAR	297.44
105210	4/27	XEROX CORPORATION	110-02-52201-232-000	02/22-03/22 MAINTENA	58.34
105211	4/27	WISCONSIN WOMEN'S BUSINESS	289-06-50302-259-000	#5257746 SUBGR AGRMT	13,000.00
			289-06-50302-259-000	#5257746 SUBGR AGRMT	2,565.00
			255-06-50357-259-000	#5257746 SUBGR AGRMT	2,235.95
			254-06-50354-259-000	#5257746 SUBGR AGRMT	941.93
				..... CHECK TOTAL	18,742.88
105212	4/27	INTERSPIRO	110-02-52203-235-000	3/11-FD SCBA PARTS	48.52
105213	4/27	T-MOBILE	631-09-50101-226-000	03/11 WIRELESS CARD	42.19
105214	4/27	PITNEY BOWES	110-01-51306-282-000	4/11-MACHINE LEASE/M	364.00
105215	4/27	STARFIRE SYSTEMS, INC.	501-09-50105-219-000	SPRINKLER MONITORING	288.00
			110-03-53103-219-000	SPRINKLER MONITORING	288.00
			 CHECK TOTAL	576.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105216	4/27	GUTTORMSEN, HARTLEY,	110-01-50101-219-000	03/11 SERVICES	200.00
105217	4/27	RAY O'HERRON CO.	110-02-52103-364-000	GLOCK GEN4 23 WITH	1,810.00
			110-02-52103-364-000	GLOCK GEN4 22 WITH	1,504.82
			110-02-52103-364-000	GLOCK 27 WITH FIXED	362.00
				..... CHECK TOTAL	3,676.82
105218	4/27	CINTAS DOCUMENT MANAGEMENT	110-02-52101-219-000	03/11 PURGE SERVICE	17.50
105219	4/27	HUMANA CLAIMS	611-09-50101-155-527	04/25/11 MED CLAIMS	176,384.17
			611-09-50101-155-527	04/21/11 MED CLAIMS	39,176.46
			611-09-50101-155-527	04/25/11 PHARMACY	19,779.06
			611-09-50101-155-527	04/22/11 PHARMACY	11,899.97
			611-09-50101-155-527	04/21/11 PHARMACY	7,960.88
			611-09-50101-155-527	04/22/11 MED CLAIMS	5,433.74
			611-09-50101-155-527	03/10 SUBROGATION	69.41
			611-09-50101-155-524	03/10 SHARED SAVINGS	111.41CR
			611-09-50101-155-527	03/10 VOIDS	273.00CR
			611-09-50101-155-527	03/10 FINCL RECOV	3,742.06CR
				..... CHECK TOTAL	256,577.22
105220	4/27	PAUL CONWAY SHIELDS	110-02-52206-367-000	03/11 TURNOUT GEAR	1,294.94
			110-02-52206-367-000	03/11 TURNOUT GEAR	620.00
				..... CHECK TOTAL	1,914.94
105221	4/27	AT&T	110-01-51801-225-000	03/11 ONE NET CHARGE	240.59
			110-00-14401-000-000	03/11 ONE NET CHARGE	48.62
			520-09-50301-225-000	03/11 ONE NET CHARGE	20.23
			110-00-15202-000-000	03/11 ONE NET CHARGE	6.84
				..... CHECK TOTAL	316.28
105222	4/27	TOWN & COUNTRY GLASS	110-01-51801-246-000	03/11 RM 202 GLASS R	120.00
105223	4/27	HUMANA INSURANCE CO	611-09-50101-155-517	05/11 PREMIUM	71,850.60
			611-09-50101-155-518	05/11 PREMIUM	29,875.10
			611-09-50101-155-519	05/11 PREMIUM	4,904.60
			611-09-50101-155-525	05/11 PREMIUM	3,548.75
			611-09-50101-155-525	04/11 ADJ	29.75CR
			611-09-50101-155-518	05/11 PREMIUM	75.33CR
			 CHECK TOTAL	110,073.97

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105224	4/27	US CELLULAR	206-02-52205-226-000	04/11 FD-CELL SERVC	137.55
			110-03-53103-226-000	04/11 ST-CELL AIRTM	121.88
			110-02-52102-226-000	02/11 PD-CELL AIRTM	110.84
			110-02-52102-226-000	02/11 PD-CELL SERVC	90.00
			110-01-51801-226-000	04/11 MB-CELL AIRTM	76.79
			110-02-52102-226-000	01/11 PD-CELL AIRTM	63.32
			206-02-52205-226-000	04/11 FD-CELL AIRTM	40.03
			110-02-52102-226-000	01/11 PD-CELL SERVC	27.00
			110-02-52103-226-000	02/11 PD-CELL SERVC	21.00
			110-02-52103-226-000	01/11 PD-CELL SERVC	18.00
			110-03-53103-226-000	04/11 ST-CELL SERVC	15.00
			110-02-52103-226-000	02/11 PD-CELL AIRTM	12.97
			110-02-52103-226-000	01/11 PD-CELL AIRTM	10.25
			110-01-51801-226-000	04/11 MB-CELL SERVC	6.00
			205-03-53118-226-000	04/11 WA-CELL AIRTM	3.86
			520-09-50401-227-000	04/11 TD-CELL SERVC	3.00
			205-03-53119-226-000	04/11 ST-CELL SERVC	3.00
			205-03-53118-226-000	04/11 WA-CELL SERVC	3.00
			110-02-52101-226-000	02/11 PD-CELL SERVC	3.00
			110-02-52101-226-000	01/11 PD-CELL SERVC	3.00
			205-03-53119-226-000	04/11 ST-CELL AIRTM	2.90
			110-02-52101-226-000	02/11 PD-CELL AIRTM	1.15
			110-02-52101-226-000	01/11 PD-CELL AIRTM	1.14
			520-09-50401-227-000	04/11 TD-CELL AIRTM	.84
				..... CHECK TOTAL	775.52
105225	4/27	WASTE MANAGEMENT OF WI	110-03-53117-253-416	03/11 1199.90 TONS	26,397.82
			110-03-53117-253-416	03/11 WDNR TONNAGE F	15,598.70
			501-09-50104-253-000	03/11 293.31 TONS	6,452.80
			501-09-50104-253-000	03/11 WDNR TONNAGE	3,813.03
			110-03-53117-253-417	03/11 157.68 TONS	3,468.96
			110-03-53117-253-417	03/11 19 CMPCT PULLS	3,002.00
			110-03-53117-253-417	03/11 WDNR TONNAGE	2,049.84
			110-03-53117-253-416	03/11 FUEL SURCHARGE	1,918.64
			501-09-50104-253-000	03/11 FUEL SURCHARGE	473.53
			110-03-53117-253-417	03/11 FUEL SURCHARGE	472.39
			110-03-53117-253-416	03/11 ENVIRO SURCHG	348.00
			501-09-50104-253-000	03/11 ENVIRO SURCHG	150.00
			110-03-53117-253-417	03/11 ENVIRO SURCHG	114.00
			 CHECK TOTAL	64,259.71

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105226	4/27	SCHMIDT IMPLEMENT CO. INC.	521-09-50101-344-000	3/11-AR SERVICE/PART	354.05
			521-09-50101-344-000	3/11-AR SERVICE/PART	322.19
				..... CHECK TOTAL	676.24
105227	4/27	STIPPICH, SELIN & CAIN, LLC	110-01-50101-219-000	02-04/15/11 SERVICES	2,928.00
105228	4/27	REGISTER OF DEEDS	110-09-56501-259-000	RAZE 5722-30 6TH AV	30.00
105229	4/27	R STEVENS & ASSOCIATES	420-11-51102-583-000	REMOVE ASBESTOS	3,300.00
105230	4/27	WI IAAI	110-02-52203-264-000	K SCHROEDER-6/7-9/11	250.00
105231	4/27	WIS DEPT OF NATURAL RESOURCE	409-11-50904-581-000	RAZE 39TH AVE BLDG	135.00
105232	4/27	FASTENAL COMPANY	501-09-50105-344-000	03/11 SW TOOLS OR MA	119.84
			501-09-50105-344-000	03/11 SW TOOLS OR MA	115.90
			501-09-50105-344-000	03/11 SW TOOLS OR MA	80.27
			110-03-53103-389-000	03/11 ST TOOLS OR MA	1.90
				..... CHECK TOTAL	317.91
105233	4/27	CDW-G	631-09-50101-363-000	03/11 DP COMPUTER EQ	67.07
105234	4/27	DAVISON LAW OFFICE, LTD	110-01-50301-219-000	03/11 SERVICES	561.00
105235	4/27	MILWAUKEE 2-WAY INC.	422-11-51101-515-000	RADIO SYSTEM UPGRADE	17,500.00
			414-11-51107-512-000	ACCESSORY PLUG PARTS	1,029.60
			414-11-51107-512-000	PINS FOR CONNECTOR	299.20
			414-11-51107-512-000	INSERTION/EXTRACTION	31.40
				..... CHECK TOTAL	18,860.20
105236	4/27	KENO'S COLLISIONTEK	110-02-52103-711-000	REPAIR SQUAD 3019	876.80
105237	4/27	MILWAUKEE CO TRANSIT SYSTEM	413-11-50801-579-000	USED NEWFLYER BUSES	20,000.00
105238	4/27	STATE BAR OF WISCONSIN	110-01-50301-322-000	03/11 LEGAL PUBLICAT	57.96
105239	4/27	MENARDS (KENOSHA)	110-03-53103-344-000	3/11-ST MERCHANDISE	250.00
			110-02-52101-389-000	3/11-PD MERCHANDISE	89.90
			110-05-55109-357-000	3/11-PA MERCHANDISE	67.19
			110-02-52203-344-000	3/11-FD#4 MERCHANDIS	51.26
			110-03-53110-389-000	3/11-ST MERCHANDISE	50.49
			205-03-53119-357-000	3/11-ST MERCHANDISE	42.69
			520-09-50201-347-000	3/11-TD MERCHANDISE	41.23
			206-02-52205-344-000	3/11-FD#4 MERCHANDIS	40.53
			110-03-53107-389-000	3/11-ST MERCHANDISE	10.29
			501-09-50105-359-000	3/11-SW MERCHANDISE	5.02
			 CHECK TOTAL	648.60

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105240	4/27	SUTPHEN CORPORATION	110-02-52203-344-000	03/11 PARTS/SERVICE	157.22
105241	4/27	WIS DEPT OF COMMERCE	405-11-50907-584-000	INSPECT WASH POOL	150.00
105242	4/27	HERO'S SALUTE AWARDS COMPANY	110-02-52203-389-000	3/11-GALICH PLAQUE	160.24
105243	4/27	ALARM DETECTION SYSTEMS INC	110-05-55109-219-000	ALARM MONITORING	1,700.00
			524-05-50101-219-000	ALARM MONITORING	532.22
				..... CHECK TOTAL	2,232.22
105244	4/27	TIME WARNER CABLE	110-01-51102-233-000	4/17-5/16-MB RR	239.95
			110-01-51102-233-000	4/9-5/8-BROADBAND FE	74.95
				..... CHECK TOTAL	314.90
105245	4/27	TIME WARNER CABLE	761-09-50101-225-000	5/09-6/08 KCM PHONE	57.03
105246	4/27	RADISSON PAPER VALLEY HOTEL	110-02-52107-263-000	4/04-08 ETHICS INST	560.00
105247	4/27	KUSSMAUL ELECTRONICS CO, INC	110-02-52203-344-000	3/11-PD MISCELLANEOU	89.80
105248	4/27	ACCURINT	110-02-52101-219-000	03/11 PD SEARCHES/LO	79.95
105249	4/27	LYNCH TRUCK CENTER	630-09-50101-393-000	P/W SWITCH	248.42
105250	4/27	CMRS/PITNEY BOWES	110-01-51306-312-000	04/11 REPLENISH	10,000.00
105251	4/27	WHOLESALE DIRECT INC	630-09-50101-393-000	03/11 #3112 PARTS/MA	36.69
105252	4/27	MCDEVITT'S TOWING	110-02-52103-219-000	11/10 #3041 TOWING	25.00
			110-02-52103-219-000	02/11 11-023754 TOWI	15.00
				..... CHECK TOTAL	40.00
105253	4/27	J & L LANDSCAPING	633-09-50101-259-000	3/11-SNOW/ICE REMOVA	152.64
105254	4/27	WISCONSIN SECRETARY OF STATE	110-02-52102-219-000	J KENDALL APL FEES	20.00
105255	4/27	SAFEWAY PEST CONTROL CO., INC	110-02-52203-246-000	3/11-FD EXTERMINATIN	161.00
			521-09-50101-246-000	3/11-AR EXTERMINATIN	70.00
			520-09-50202-246-000	3/11-TD EXTERMINATIN	55.00
			521-09-50101-246-000	3/11-AR EXTERMINATIN	50.00
			110-01-51801-246-000	3/11-MB EXTERMINATIN	32.00
			110-05-55109-246-000	3/11-PA EXTERMINATIN	26.00
			110-03-53116-246-000	3/11-WA EXTERMINATIN	25.00
			520-09-50401-246-000	3/11-TD EXTERMINATIN	24.00
			520-09-50202-246-000	3/11-TD EXTERMINATIN	24.00
			110-02-52110-246-000	3/11-PD EXTERMINATIN	23.00
			 CHECK TOTAL	490.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT			
105256	4/27	FOX VALLEY CHEMICAL CO	110-02-52203-382-000	3/11 FD #3 CONSUMABL	361.08			
			110-02-52203-382-000	3/11 FD #6 CONSUMABL	275.10			
			110-02-52203-382-000	04/11 FD #6 CONSUMAB	200.00			
				..... CHECK TOTAL	836.18		
105257	4/27	RIMKUS, JASON	761-09-50101-111-000	04/15-30/11 SERVICE	1,840.80			
			761-00-21514-000-000	04/15-30/11 SERVICE	26.69CR			
			761-00-21511-000-000	04/15-30/11 SERVICE	77.31CR			
			761-00-21599-000-000	04/15-30/11 SERVICE	92.04CR			
			761-00-21512-000-000	04/15-30/11 SERVICE	102.40CR			
			761-00-21513-000-000	04/15-30/11 SERVICE	216.00CR			
				..... CHECK TOTAL	1,326.36		
105258	4/27	PIRO, RALPH	761-09-50101-111-000	04/15-30/11 SERVICE	872.31			
			761-00-21514-000-000	04/15-30/11 SERVICE	12.65CR			
			761-00-21599-000-000	04/15-30/11 SERVICE	25.00CR			
			761-00-21511-000-000	04/15-30/11 SERVICE	36.64CR			
			761-00-21512-000-000	04/15-30/11 SERVICE	37.30CR			
			761-00-21513-000-000	04/15-30/11 SERVICE	74.00CR			
	..... CHECK TOTAL	686.72					
105259	4/27	JANI-KING OF MILWAUKEE	633-09-50101-243-000	4/11-JANITORIAL SERV	1,084.00			
105260	4/27	RED THE UNIFORM TAILOR	110-02-52206-367-000	04/11 FD UNIFORMS	399.00			
			110-02-52103-367-000	04/11 POLICE UNIFORM	320.90			
			110-02-52206-367-000	04/11 FD UNIFORMS	217.50			
			110-02-52103-367-000	04/11 POLICE UNIFORM	200.00			
			110-02-52206-367-000	02/11 FD UNIFORMS	145.00			
			110-02-52103-367-000	04/11 POLICE UNIFORM	129.90			
			110-02-52103-367-000	03/11 POLICE UNIFORM	110.65			
			110-02-52103-367-000	04/11 POLICE UNIFORM	91.90			
			110-02-52103-367-000	03/11 POLICE UNIFORM	81.90			
			110-02-52206-367-000	04/11 FD UNIFORMS	67.25			
			110-02-52206-367-000	03/11 FD UNIFORMS	59.00			
			110-02-52206-367-000	03/11 FD UNIFORMS	59.00			
			110-02-52206-367-000	04/11 FD UNIFORMS	36.50			
			110-02-52206-367-000	02/11 FD UNIFORMS	9.50			
				..... CHECK TOTAL	1,928.00		
			105261	4/27	MUSIC CENTER INC	411-11-51102-539-000	XLR SPLITTER GRANICU	18.95

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105262	4/27	COMPREHENSIVE ORTHOPAEDICS	110-02-52102-219-000	MED RECORDS	97.52
105263	4/27	APPRAISAL INSTITUTE	110-01-50901-322-000	SUBSCRIPT RENEWAL	48.00
105264	4/27	VERBATIM REPORTING	110-01-50101-219-000	TRANSCRIPT CC MIN	54.60
105265	4/27	BUELOW, VETTER, BUIKEMA,	110-01-50301-219-000	03/11 SERVICES	583.00
105266	4/27	GROSS, JEFFREY J	409-11-51116-589-000	EASEMENT-PARCEL 20	125.00
105267	4/27	OASTVALL, DEBRA	110-00-21905-000-000	BEACH HOUSE-4/16/11	100.00
105268	4/27	EVANGELISTA, ALICIA	110-00-21905-000-000	BEACH HOUSE-4/17/11	100.00
105269	4/27	LYNCH, GEORGE	110-00-21109-000-000	COURT PYMT V049557	431.20
105270	4/27	HAGEN, MATTHEW S.	110-02-52102-367-000	2011 CLOTHING ALLOW	200.19
105271	4/27	DUFFY, KENNETH T.	110-02-52107-263-000	4/12-13/11-MIDDLETON	12.00
105272	4/27	MAY, DAVID	110-02-52107-263-000	4/12-13 MIDDLETON	12.00
105273	4/27	PETERSEN, JOHN R.	110-02-52102-341-000	4/15/11-MILWAUKEE	65.00
105274	4/27	ZIELSDORF, LESLIE	110-02-52107-263-000	4/4-8/11-RACINE	40.00
105275	4/27	DEN HARTOG, WARREN J.	110-02-52107-263-000	4/12-13 MIDDLETON	12.00
105276	4/27	MORRISSEY, JOHN W.	110-02-52107-263-000	4/14-15 GREEN BAY	112.50
105277	4/27	BLOCK, ERIC	110-02-52110-367-000	2011 CLOTHING ALLOW	300.00
105278	4/27	BOSMAN, KEITH	110-01-51301-263-000	WAUKEGAN LUNCH MTG	195.41
105279	4/27	ZASTROW, DEBRA	110-02-52102-367-000	2011 CLOTHING ALLOW	400.00
105280	4/27	HORGEN, ALAN	110-00-21533-000-000	04/11 LIFE INS	34.83
105281	4/27	RAZAA, LATEEF	110-09-56405-166-000	5% PPD @ KNEE-FINAL	95.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105282	4/27	LOBELLO, BRETT	110-01-51303-144-000	2011 SPRING TUITION	236.00
105283	4/29	BINDELLI BROTHERS, INC	110-09-56501-259-569	4/11 4622 10 AVE B	384.12
			110-09-56501-259-569	04/11 5029 39 AVE BO	140.00
				..... CHECK TOTAL	524.12
105284	4/29	HWY C SERVICE	501-09-50105-344-000	4/11-SW SERVICE/PART	241.25
			110-05-55109-249-000	4/11-PA SERVICE/PART	226.29
			110-05-55109-344-000	4/11-PA SERVICE/PART	26.74
				..... CHECK TOTAL	494.28
105285	4/29	SPRING VALLEY TURF PRODUCTS	110-01-51801-351-000	ICE MELTER	560.75
105286	4/29	CARDINAL HEALTH	206-02-52205-318-000	03/11 FD MEDICAL SUP	949.12
			206-02-52205-318-000	04/11 FD MEDICAL SUP	293.60
			206-02-52205-318-000	04/11 FD MEDICAL SUP	279.48
			206-02-52205-318-000	03/11 FD MEDICAL SUP	251.99
			206-02-52205-318-000	04/11 FD MEDICAL SUP	238.58
			206-02-52205-318-000	04/11 FD MEDICAL SUP	134.07
			206-02-52205-318-000	03/11 FD MEDICAL SUP	52.57
			206-02-52205-318-000	03/11 FD MEDICAL SUP	52.57
			206-02-52205-318-000	03/11 FD MEDICAL SUP	52.57
			206-02-52205-318-000	04/11 FD MEDICAL SUP	34.45
			206-02-52205-318-000	04/11 FD MEDICAL SUP	12.58
			206-02-52205-318-000	03/11 CREDIT MEDICAL	.94CR
			206-02-52205-318-000	04/11 FD CREDIT MEDI	33.25CR
				..... CHECK TOTAL	2,317.39
105287	4/29	KENOSHA JOINT SERVICES	110-02-52111-251-000	05/11 JOINT SERVICES	255,366.00
			110-02-52111-251-000	05/11 JOINT SERVICES	63,840.75
				..... CHECK TOTAL	319,206.75
105288	4/29	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	04/29/11 CITY SAL	47,430.42
			110-00-21562-000-000	04/29/11 CITY HRLY	15,544.00
			110-00-21562-000-000	04/29/11 LIBRARY SAL	8,723.50
			110-00-21562-000-000	04/29/11 WATER SAL	7,727.50
			110-00-21562-000-000	04/29/11 WATER HRLY	4,199.85
			110-00-21562-000-000	04/29/11 MUSEUM HRLY	205.00
			 CHECK TOTAL	83,830.27

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105289	4/29	KENOSHA CITY EMPLOYEE'S	110-00-21553-000-000	04/29/11 CITY HRLY	568.29
			110-00-21553-000-000	04/29/11 WATER HRLY	237.96
			110-00-21553-000-000	04/29/11 CITY SAL	234.46
			110-00-21553-000-000	04/29/11 WATER SAL	74.04
			110-00-21553-000-000	04/29/11 MUSEUM HRLY	26.34
				..... CHECK TOTAL	1,141.09
105290	4/29	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	04/29/11 CITY HRLY	104.41
			110-00-21541-000-000	04/29/11 WATER HRLY	54.20
			110-00-21541-000-000	04/29/11 MUSEUM HRLY	34.17
				..... CHECK TOTAL	192.78
105291	4/29	LABOR PAPER, THE	110-01-50101-321-000	2-7,2/21,3/7 CC MIN	990.00
			110-01-50101-321-000	03/11 1ST & 2ND ORDS	44.68
				..... CHECK TOTAL	1,034.68
105292	4/29	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	3/17 11 T KEMEN	826.23
			206-02-52205-318-000	3/11-DRUGS	298.30
			110-09-56405-161-000	10/8/10 V GASTALDI	109.20
				..... CHECK TOTAL	1,233.73
105293	4/29	KENOSHA NEWS	110-01-50901-321-000	04/11 ASSESS REVIEWS	35.01
			110-01-50101-321-000	04/11 ABSENTEE NOTC	22.24
				..... CHECK TOTAL	57.25
105294	4/29	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	4/29/11 SAL DEDUCTS	91,869.00
105295	4/29	WILLKOMM INC., JERRY	630-09-50101-391-000	4/11-SE UNLEADED GAS	26,842.84
			630-09-50101-392-000	4/11-SE DIESEL FUEL	26,334.29
				..... CHECK TOTAL	53,177.13
105296	4/29	WE ENERGIES	110-03-53109-221-000	#18 03/22-04/20	1,480.61
			110-03-53109-221-000	#18 03/23-04/24	1,452.25
			110-02-52203-221-000	#18 03/25-04/25	1,291.88
			110-03-53116-221-000	#18 03/21-04/19	883.15
			110-03-53109-221-000	#18 03/20-04/18	857.72
			110-05-55106-222-000	#18 03/24-04/25	707.70
			110-05-55111-221-000	#18 03/24-04/19	555.07
			522-05-50102-221-000	#18 03/22-04/19	472.15
			110-03-53109-221-000	#18 03/21-04/19	415.80
			110-03-53109-221-000	#18 03/21-04/20	410.22
			110-05-55109-221-000	#18 03/21-04/19	372.30
			110-05-55109-221-000	#18 03/20-04/18	306.74
			110-03-53109-221-000	#18 03/21-04/18	295.92
			110-03-53109-221-000	#18 03/24-04/25	292.50
			110-05-55109-221-000	#18 03/22-04/19	279.57
			110-03-53109-221-000	#18 03/28-04/19	257.09
			110-03-53109-221-000	#18 03/23-04/20	234.76
			110-05-55109-221-000	#18 03/20-04/17	138.51

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			522-05-50102-221-000	#18 03/20-04/18	135.80
			110-03-53117-221-000	#18 03/21-04/19	55.90
			110-05-55109-222-000	#18 03/20-04/18	43.33
			110-03-53109-221-000	#18 03/17-04/17	36.76
			110-05-55109-221-000	#18 03/22-04/20	35.93
			110-05-55109-221-000	#18 03/16-04/14	23.68
			522-05-50102-222-000	#18 03/20-04/17	8.12
				..... CHECK TOTAL	11,043.46
105297	4/29	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	04/29/11 H TOLBERT	203.07
105298	4/29	MATC	110-02-52206-264-000	5/03/11 FLASHOVER	320.00
105299	4/29	WEST GROUP	110-01-50301-322-000	3/11-LE SUBSCRIPTION	1,002.50
			110-01-50301-322-000	3/11-LE SUBSCRIPTION	710.25
				..... CHECK TOTAL	1,712.75
105300	4/29	WIS FUEL & HEATING INC	630-09-50101-393-000	4/11-CE LUBRICANTS/O	2,103.20
			630-09-50101-393-000	4/11-CE LUBRICANTS/O	1,044.00
				..... CHECK TOTAL	3,147.20
105301	4/29	BROOKS TRACTOR, INC.	630-09-50101-393-000	4/11 SE #2592 PARTS	1,355.49
			630-09-50101-393-000	03/11 SE #2215 PARTS	766.57
			630-09-50101-393-000	04/11 SE CREDIT PART	628.03CR
				..... CHECK TOTAL	1,494.03
105302	4/29	CURTIS INDUSTRIES, INC	630-09-50101-393-000	03/11 SE FASTENERS-V	240.81
			630-09-50101-393-000	03/11 SE FASTENERS-V	200.83
				..... CHECK TOTAL	441.64
105303	4/29	FABCO EQUIPMENT, INC.	630-09-50101-393-000	04/11 SE #2922 PARTS	1,711.68
			630-09-50101-393-000	04/11 SE #2922 PARTS	55.30
			630-09-50101-393-000	04/11 SE CREDIT	58.00CR
			630-09-50101-393-000	04/11 SE CREDIT	537.37CR
			630-09-50101-393-000	04/11 SE CREDIT	1,000.56CR
				..... CHECK TOTAL	171.05
105304	4/29	DOVER FLAG & MAP	630-09-50101-393-000	US FLAGS	1,673.00
105305	4/29	MEDICAL COLLEGE OF WISCONSIN	206-02-52205-219-000	4/11-MED DIR SERVICE	5,175.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105306	4/29	CHASE BANK KENOSHA	110-00-21513-000-000	4/29/11 DEDUCTS	230,727.35
			110-00-21612-000-000	4/29/11 DEDUCTS	81,948.19
			110-00-21511-000-000	4/29/11 DEDUCTS	55,513.56
			110-00-21514-000-000	4/29/11 DEDUCTS	24,167.88
			110-00-21614-000-000	4/29/11 DEDUCTS	24,167.84
				..... CHECK TOTAL	416,524.82
105307	4/29	KENOSHA ACHIEVEMENT CENTER	520-09-50301-258-000	04/11 SPCL TRANSPRT	14,167.00
			520-09-50301-258-000	03/11 SPCL TRANSPRT	14,167.00
			520-09-50301-258-000	02/11 SPCL TRANSPRT	14,167.00
			520-09-50301-258-000	01/11 SPCL TRANSPRT	14,167.00
			520-09-50301-258-000	04/11 WEEKEND DSPTCH	584.00
			520-09-50301-258-000	03/11 WEEKEND DSPTCH	584.00
			520-09-50301-258-000	02/11 WEEKEND DSPTCH	584.00
			520-09-50301-258-000	01/11 WEEKEND DSPTCH	584.00
				..... CHECK TOTAL	59,004.00
105308	4/29	OFFICEMAX	110-01-51101-311-000	04/11 FN #1786 OFFC	298.98
			110-01-51701-311-000	04/11 CD #1784 OFFC	210.34
			110-02-52103-311-000	04/11 PD #1783 OFFC	188.70
			110-02-52201-311-000	04/11 FD #1785 OFFC	59.50
			110-01-50301-311-000	04/11 LE #1781 OFFC	47.64
			110-02-52201-311-000	04/11 FD #1782 OFFC	40.72
			110-01-51301-311-000	04/11 AD #1787 OFFC	39.37
				..... CHECK TOTAL	885.25
105309	4/29	FIREFIGHTERS ASSOC/KENOSHA	110-00-21515-000-000	04/29/11 SAL DEDUCT	4,220.00
105310	4/29	FIREFIGHTERS LOCAL 414	110-00-21554-000-000	04/29/11 SAL DEDUCT	10,884.00
105311	4/29	LINCOLN CONTRACTORS SUPPLY	501-09-50105-389-000	3/11-SW TOOLS/SUPPLI	173.34
			501-09-50105-355-000	4/11-SW TOOLS/SUPPLI	79.50
				..... CHECK TOTAL	252.84
105312	4/29	NORTH AMERICAN SALT CO.	630-09-50101-393-000	VENDOR RESERVE SALT	30,156.68
			630-09-50101-393-000	VENDOR RESERVE SALT	25,624.15
			630-09-50101-393-000	VENDOR RESERVE SALT	6,036.17
			630-09-50101-393-000	VENDOR RESERVE SALT	4,640.03
 CHECK TOTAL	66,457.03			

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105313	4/29	KPSÓA	110-00-21552-000-000	4/29/11 SAL DEDUCTS	875.00
105314	4/29	KENOSHA PROFESSIONAL POLICE	110-00-21557-000-000	4/29/11 SAL DEDUCTS	8,239.38
105315	4/29	LOCAL 168	110-00-21551-000-000	4/29/11 SAL DEDUCTS	59.00
105316	4/29	SCHELBLE & HEMMER, S.C.	110-00-21581-000-000	04/29/11 B GARRETT	121.76
105317	4/29	PETCO ANIMAL SUPPLIES	213-09-50101-381-000	04/11 PET FOOD & SUP	96.95
			213-09-50101-381-000	04/11 PET FOOD & SUP	81.24
			213-09-50101-381-000	04/11 PET FOOD & SUP	80.86
				..... CHECK TOTAL	259.05
105318	4/29	HOLIDAY INN STEVENS PT	110-02-52203-263-000	6/06-09 K. SCHROEDER	210.00
105319	4/29	ACCURATE PRINTING CO., INC.	110-02-52103-311-000	04/11 PD-STMT ENVLP	104.00
			761-09-50101-311-000	PLACARDS/STREETCARS	96.00
			110-01-51301-311-000	04/11 AD-LETTERHEAD	90.00
				..... CHECK TOTAL	290.00
105320	4/29	CONCRETE SPECIALTIES CO.	501-09-50105-355-000	04/11 SW MERCHANDISE	270.00
			501-09-50105-355-000	04/11 SW MERCHANDISE	50.00
				..... CHECK TOTAL	320.00
105321	4/29	KENOSHA COUNTY	631-09-50101-311-000	3/11-EN PRINTS/COPIE	46.00
105322	4/29	BENDLIN FIRE EQUIPMENT CO.	206-02-52205-344-000	04/11 FD PARTS/MATER	588.00
105323	4/29	MG TRUST COMPANY	761-09-50101-151-000	04/11 PIRO/RIMKUS	234.08
			761-00-21599-000-000	04/11 PIRO/RIMKUS	234.08
				..... CHECK TOTAL	468.16
105324	4/29	POMP'S TIRE	206-02-52205-344-000	4/11-FD TIRES MED 7	740.87
105325	4/29	UNISOURCE WORLDWIDE	110-01-51101-311-000	4/11-PAPER PRODUCTS	331.51
			110-01-51101-311-000	4/11-PAPER PRODUCTS	191.09
				..... CHECK TOTAL	522.60
105326	4/29	HUMANA CLAIMS	611-09-50101-155-527	04/27/11 MED CLAIMS	97,913.04
			611-09-50101-155-527	04/28/11 PHARMACY	14,760.97
			611-09-50101-155-527	04/28/11 MED CLAIMS	3,414.34
			611-09-50101-155-527	04/27/11 PHARMACY	2,022.64
			611-09-50101-155-527	04/26/11 PHARMACY	1,391.27
			611-09-50101-155-527	04/26/11 MED CLAIMS	190.90
			 CHECK TOTAL	119,693.16

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT		
105327	4/29	US CELLULAR	110-02-52102-226-000	04/11 PD-CELL SERVC	132.00		
			110-02-52102-226-000	03/11 PD-CELL SERVC	132.00		
			110-02-52102-226-000	04/11 PD-CELL AIRTM	118.18		
			110-02-52102-226-000	03/11 PD-CELL AIRTM	49.22		
			631-09-50101-226-000	04/11 EN-CELL AIRTM	40.60		
			110-02-52103-226-000	03/11 PD-CELL AIRTM	35.42		
			110-02-52103-226-000	04/11 PD-CELL AIRTM	34.37		
			110-05-55109-226-000	04/11 PA-CELL AIRTM	32.03		
			110-02-52103-226-000	04/11 PD-CELL SERVC	27.00		
			110-02-52103-226-000	03/11 PD-CELL SERVC	27.00		
			110-05-55101-226-000	04/11 PA-CELL AIRTM	13.35		
			631-09-50101-226-000	04/11 EN-CELL SERVC	6.00		
			110-05-55109-226-000	04/11 PA-CELL SERVC	6.00		
			110-05-55111-226-000	04/11 PA-CELL AIRTM	3.46		
			110-05-55111-226-000	04/11 PA-CELL SERVC	3.00		
			110-05-55101-226-000	04/11 PA-CELL SERVC	3.00		
			110-02-52101-226-000	04/11 PD-CELL SERVC	3.00		
			110-02-52101-226-000	03/11 PD-CELL SERVC	3.00		
			110-02-52101-226-000	03/11 PD-CELL AIRTM	1.30		
			110-02-52101-226-000	04/11 PD-CELL AIRTM	.94		
					 CHECK TOTAL	670.87
105328	4/29	WASTE MANAGEMENT OF WI	110-03-53117-253-416	04/11 1088.85 TONS	23,954.70		
			110-03-53117-253-416	04/11 WDNR TONNAGE	14,155.05		
			110-03-53117-253-417	04/11 143.09 TONS	3,153.26		
			110-03-53117-253-417	04/11 19 CMPTC PULLS	3,002.00		
			110-03-53117-253-417	04/11 WDNR TONNAGE	1,860.17		
			110-03-53117-253-416	04/11 FUEL SURCHARGE	1,798.97		
			501-09-50104-253-000	04/11 78.32 TONS	1,723.04		
			501-09-50105-253-000	04/11 50.45 TONS	1,109.90		
			501-09-50104-253-000	04/11 WDNR TONNAGE	1,018.16		
			501-09-50105-253-000	04/11 WDNR TONNAGE	655.85		
			110-03-53117-253-417	04/11 FUEL SURCHARGE	464.80		
			110-03-53117-253-416	04/11 ENVIRO SURCHG	318.00		
			501-09-50104-253-000	04/11 FUEL SURCHARGE	129.38		
			110-03-53117-253-417	04/11 ENVIRO SURCHG	114.00		
			501-09-50105-253-000	04/11 FUEL SURCHARGE	83.55		
			501-09-50104-253-000	04/11 ENVIRO SURCHG	42.00		
			501-09-50105-253-000	04/11 ENVIRO SURCHG	30.00		
					 CHECK TOTAL	53,612.83

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105329	4/29	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	04/29/11 L SAYLOR	26.40
105330	4/29	MALLERY & ZIMMERMAN, SC	110-00-21581-000-000	04/29/11 CHRISTERSON	133.78
105331	4/29	WISCONSIN COUNCIL 40	110-00-21553-000-000	04/29/11 CITY HRLY	3,487.05
			110-00-21553-000-000	04/29/11 WATER HRLY	1,369.20
			110-00-21553-000-000	04/29/11 CITY SAL	1,316.70
			110-00-21553-000-000	04/29/11 WATER SAL	415.80
			110-00-21553-000-000	04/29/11 MUSEUM HRLY	279.30
				..... CHECK TOTAL	6,868.05
105332	4/29	JENSEN TOWING	110-02-52103-219-000	4/11-#11-046646 TOW	15.00
105333	4/29	INSTY-PRINTS	110-05-55101-311-000	04/11 EARTH DAY SPL	323.33
			110-05-55109-311-000	04/11 EARTH DAY SPL	323.32
			110-05-55109-311-000	04/11 ARBOR DAY BRCH	138.23
				..... CHECK TOTAL	784.88
105334	4/29	DAN KRALL & CO. INC.	630-09-50101-393-000	RECONDITION CYLINDER	400.82
105335	4/29	NYS CHILD SUPPORT PROC CNTR	110-00-21581-000-000	04/29/11 J BARRIER	83.00
105336	4/29	OFFICE PLUS OF LAKE COUNTY	761-09-50101-311-000	MEDIA CENTER SUPPLIE	135.95
			761-09-50101-311-000	MEDIA CENTER SUPPLIE	119.22
				..... CHECK TOTAL	255.17
105337	4/29	PELION BENEFITS, INC.	110-00-21517-000-000	4/16-30/11 DEDUCTS	1,093.74
105338	4/29	CLEARCOM, INC.	110-03-53103-259-000	REPAIR FIBER OPTIC	242.60
			501-09-50105-259-000	REPAIR FIBER OPTIC	242.59
				..... CHECK TOTAL	485.19
105339	4/29	KENOSHA COUNTY TREASURER	110-04-54101-252-000	04/11 HEALTH SERVICE	90,296.42
105340	4/29	FASTENAL COMPANY	110-03-53103-389-000	04/11 ST TOOLS OR MA	133.17
			501-09-50105-344-000	03/11 ST TOOLS OR MA	129.88
			110-03-53103-344-000	04/11 ST TOOLS OR MA	122.70
			110-03-53103-344-000	04/11 ST TOOLS OR MA	87.42
			501-09-50105-344-000	04/11 SW TOOLS OR MA	51.13
			205-03-53119-389-000	04/11 ST TOOLS OR MA	47.91
			501-09-50105-344-000	03/11 SW CREDIT TOOL	74.25CR
			501-09-50105-344-000	03/11 SW CREDIT TOOL	130.73CR
			 CHECK TOTAL	367.23

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105341	4/29	CDW-G	110-01-51102-539-000	04/11 DP COMPUTER EQ	560.00
			411-11-51102-539-000	04/11 DP COMPUTER EQ	13.04
				..... CHECK TOTAL	573.04
105342	4/29	LAKESIDE CLEANERS	110-02-52203-259-000	3/11-FD LAUNDRY SERV	1,155.20
105343	4/29	CHAPTER 13 TRUSTEE	110-00-21581-000-000	04/29/11 B MIFFLIN	419.00
			110-00-21581-000-000	04/29/11 H DARBY	283.00
				..... CHECK TOTAL	702.00
105344	4/29	MENARDS (KENOSHA)	521-09-50101-241-000	4/11-AR MERCHANDISE	198.00
			110-03-53103-389-000	4/11-ST MERCHANDISE	62.53
			110-02-52203-382-000	4/11-FD#7 MERCHANDIS	61.62
			520-09-50201-347-000	3/11-TD MERCHANDISE	45.80
			630-09-50101-393-000	4/11-CE MERCHANDISE	31.92
			206-02-52205-344-000	4/11-FD#4 MERCHANDIS	29.98
			420-11-51102-583-000	4/11-MB REMODEL MERC	22.44
			110-03-53103-389-000	4/11-ST MERCHANDISE	3.28
				..... CHECK TOTAL	455.57
105345	4/29	DELL COMPUTERS	241-09-50101-363-000	COLOR LASER PRINTER	1,085.00
105346	4/29	WIS SCTF	110-00-21581-000-000	04/29/11 SAL DEDUCT	7,577.09
			110-00-21581-000-000	04/29/11 HRLY DEDCT	1,235.16
				..... CHECK TOTAL	8,812.25
105347	4/29	HALLMAN LINDSAY	110-05-55109-244-000	3/11-PA PAINT/PRODUC	205.94
			110-05-55109-244-000	4/11-PA PAINT/PRODUC	174.95
			110-05-55109-244-000	4/11-PA PAINT/PRODUC	12.32
				..... CHECK TOTAL	393.21
105348	4/29	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	04/29/11 M RIVERA	278.00
			110-00-21581-000-000	04/29/11 J PETRILLO	139.82
				..... CHECK TOTAL	417.82
105349	4/29	GRAINGER	110-05-55103-246-000	4/11-PA PARTS/MATERI	189.54
			110-05-55109-361-000	4/11-PA PARTS/MATERI	54.28
				..... CHECK TOTAL	243.82
105350	4/29	ROCKFORD IND. WELDING	630-09-50101-393-000	4/11-SE#8703 SUPPLIE	133.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105351	4/29	WAPC	761-09-50101-264-000	WAPC CONF REG	360.00
105352	4/29	WHOLESALE DIRECT INC	630-09-50101-393-000	4/11-SE#3102 PARTS/M	122.78
105353	4/29	HAPPENINGS MAGAZINE	761-09-50101-326-000	4/7/11 AD KCM	207.00
105354	4/29	PROCESSWORKS INC.	110-00-21578-000-000	4/26/11 CHECK REG	3,042.02
105355	4/29	RIMKUS, JASON	761-09-50101-311-000	KCM DOOR KNOB	18.53
105356	4/29	AIRGAS NORTH CENTRAL	520-09-50201-317-000	03/11 TD INDUSTRIAL	56.16
			206-02-52205-389-000	03/11 FD #4 OXYGEN C	46.81
			206-02-52205-344-000	03/11 FD #7 OXYGEN C	42.13
			501-09-50105-355-000	04/11 SW INDUSTRIAL	41.94
			206-02-52205-344-000	03/11 FD #4 OXYGEN C	23.40
			206-02-52205-389-000	03/11 FD #5 OXYGEN C	18.72
			206-02-52205-389-000	03/11 FD #3 OXYGEN C	18.72
			521-09-50101-344-000	03/11 AR INDUSTRIAL	14.04
				..... CHECK TOTAL	261.92
105357	4/29	RED THE UNIFORM TAILOR	520-09-50101-367-000	03/11 UNIFORM ITEMS	250.00
			110-02-52103-367-000	04/11 POLICE UNIFRM	231.40
			520-09-50101-367-000	03/11 UNIFORM ITEMS	102.55
			520-09-50101-367-000	03/11 UNIFORM ITEMS	102.55
			520-09-50101-367-000	03/11 UNIFORM ITEMS	96.92
				..... CHECK TOTAL	783.42
105358	4/29	NORTHWAY FENCING, INC.	520-09-50201-249-000	REPAIR GATE	350.00
105359	4/29	APEX ALARM SYSTEMS INC.	110-02-52110-219-000	5/11-4/12-SAFETY CTR	419.40
105360	4/29	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000	3/17/11 T KEMEN	211.65
105361	4/29	OCCUCARE SYSTEMS & SOLUTIONS	110-09-56405-161-000	3/15/10 B MILLER	1,233.84
105362	4/29	BROWN, DENNIS, M.D.	110-09-56405-161-000	1/3/11 K SCHMELLING	500.00
105363	4/29	MEDICAL COLLEGE OF WISCONSIN	110-09-56405-161-000	12/4/10 J PETERSON	230.85
105364	4/29	IOD INCORPORATED	110-09-56405-161-000	3/25/11 A STICH	8.72

START DATE FOR SUMMARY: 4/16 END DATE FOR SUMMARY: 4/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105365	4/29	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	3/17 11 T KEMEN	193.80
105366	4/29	AURORA HEALTH CARE	110-09-56405-161-000	8/18/10 W FOSTER	93.28
			110-09-56405-161-000	8/2/10 L RAZAA	66.00
				..... CHECK TOTAL	159.28
105367	4/29	NOVASIC, CHAD PT, LTD	110-09-56405-161-000	12/4/10 J PETERSON	1,321.65
105368	4/29	WISCONSIN DNR	403-00-21109-000-000	WATER RES APPL/PROJ	140.00
105369	4/29	KOHN LAW FIRM S.C.	110-00-21581-000-000	04/29/11 D LARSON	153.91
105370	4/29	UAW LOCAL 72	110-00-44509-000-000	AMUSE/REC ENTER	200.00
105371	4/29	MATTEUCCI, JOHN	110-00-21106-000-000	2010 PP TAX OVERPAY	20.07
105372	4/29	PETERSON, JULIE	110-09-56405-166-000	15% PEN 4/10-4/23/11	244.50
GRAND TOTAL FOR PERIOD *****					4,526,052.60

OFFICE OF THE CITY ATTORNEY
MUNICIPAL BUILDING
625 - 52ND STREET, Room 201
Kenosha, Wisconsin 53140
PHONE (262) 653-4170
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

IN THE MATTER OF:

**DELINQUENT PERSONAL PROPERTY TAX
ACCOUNT NO. 20-71631-000
BRAT STOP, INC.
12304 75TH STREET
KENOSHA, WI 53142**

STIPULATION

IT IS HEREBY STIPULATED between the BRAT STOP, INC. and the CITY OF
KENOSHA as follows:

1. The BRAT STOP, INC. is delinquent in the payment of its 2010 personal property tax for Account No. 20-71631-000.
2. The principal amount of the delinquent 2010 personal property tax is \$4,040.64.
3. Interest and penalty on the delinquent personal property tax continues to accrue at the rate of 1.5% per month until paid in full pursuant to Section 74.47 of the Wisconsin Statutes.
4. The BRAT STOP, INC. agrees to pay its 2010 delinquent personal property tax together with all accrued statutory interest and penalties in installments of \$1,000.00 per month beginning June 1, 2011 and the first day of each month thereafter until paid in full.
5. This Stipulation is entered into pursuant to Section 1.45 C.2. of the Code of General Ordinances for the City of Kenosha to permit the issuance of licenses and permits by the City Clerk/Treasurer to the BRAT STOP, INC. notwithstanding the delinquent personal property tax owed by the BRAT STOP, INC.
6. The BRAT STOP, INC. acknowledges and agrees that pursuant to Section 1.45 C.2. of the Code of General Ordinances the failure of the BRAT STOP, INC. to comply with the terms of this Stipulation shall be a basis for immediate revocation of the licenses and permits issued by the City Clerk/Treasurer to the BRAT STOP, INC.
7. The BRAT STOP, INC. acknowledges and agrees that in the event the BRAT STOP, INC. fails to comply with the terms of this Stipulation, the City of Kenosha may, without further notice, commence an action in Kenosha County Circuit Court for the collection of all sums then due and owing by the BRAT STOP, INC. to the City of Kenosha.

Signature pages follow

BRAT STOP, INC.
a Wisconsin Corporation

Gerald S. BY: Gerald S. Rasmussen
JERRY RASMUSSEN, President
Date: 4/27/11

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

Personally came before me this 27th day of APRIL, 2011, GERALD
JERRY
RASMUSSEN, President of BRAT STOP, INC. a Wisconsin corporation, to me known to be such person
who executed the foregoing instrument, and to me known to be such President of said corporation and
acknowledged that he executed the foregoing instrument as such officer as the agreement of said
corporation, by its authority.

[Signature]
Notary Public, Kenosha County, WI.
My Commission expires/is: March 30, 2014

OFFICE OF THE CITY ATTORNEY
MUNICIPAL BUILDING
625 - 52ND STREET, Room 201
Kenosha, Wisconsin 53140
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ASSISTANT CITY ATTORNEY
JONATHAN A. MULLIGAN
ASSISTANT CITY ATTORNEY

TO: Chairman and members of the Finance Committee and Common Council
FROM: Bill Richardson, Assistant City Attorney
DATE: May 10, 2011
SUBJ: Claims received due to the January 10, 2011 house explosion at 5504 22nd Avenue

Confidential: Attorney/Client Privilege

On January 10, 2011, a vacant, newly constructed single-family home built by the City of Kenosha through its Neighborhood In-Fill Project, located at 5504 22nd Avenue was destroyed as a result of a natural gas explosion. City staff had conducted a walk-through inspection of this vacant home on Friday, January 7, 2011 and found all installed appliances were functioning properly and the property was secure. Further, no odor of natural gas was present.

An independent investigation was completed and indicates that the property was illegally entered sometime between the inspection on January 7th and the explosion on January 10th. Copper tubing connecting the air conditioning coil and the exterior condenser unit was missing but the insulation encasing the tubing was found on the site. WE Energies reported average daily gas usage of 1.000 to 3.000 CCF with the exception of Monday, January 10th when the usage was 62.000 CCF. Upon the explosion, a shut off valve kicks in on the gas meter, therefore, all of the usage would have occurred *prior* to the explosion.

The City has received 49 claims and 21 notices of claims with current demands totaling over \$443,000.00 (an average of approximately \$9,000.00/claim). Based on the above mentioned facts, it is recommended that the City deny all claims, including any future claims, resulting from the explosion. It appears that the gas leak and subsequent explosion were due to the illegal acts of an unknown third party and not the result of City negligence.

A handwritten signature in cursive script that reads "William K. Richardson".

William K. Richardson

City Plan Division 625 52 nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	May 5, 2011	Item 1
Amendment to the Conditional Use Permit for Casa Del Mare Assisted Living Facility located at 3508 7th Avenue, to add nine additional living units, District #1. (Casa Del Mare) PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: 3508 7th Avenue
Zoned: RM-3 Elderly and Handicapped Housing District

NOTIFICATIONS/PROCEDURES:

The alderman of the district, Alderman Haugaard, has been notified. The Common Council is the final review authority.

ANALYSIS:

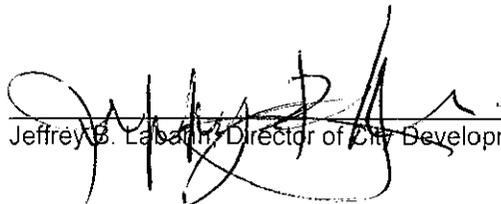
- A 60-unit assisted living facility was approved at 3508 7th Avenue by the City Plan Commission on January 21, 2010. All Conditions of Approval were satisfied by the applicant, permits were obtained and construction has commenced on the site.
- The Developer has reviewed his programming and has decided to request an increase in the number of units in the building from 60 units to 69 units. The proposed increase would not expand the building footprint. All modifications would be to the interior of the structure only, with the exception of an outdoor patio and related entry way.
- The proposal that was previously approved was for the entire facility to be licensed as a Residential Care Apartment Complex (RCAC). The current proposal would license the first floor as a Community Based Residential Facility (CBRF) and floors 2-4 as a RCAC. A Distance or Density Exception is not needed for either classification as there is no other CBRF or RCAC in Aldermanic District #1 and no other licensed facility within 2,500 feet.
- The previous density of the project, calculated using the entire St. Catherine's Commons Campus was 244 units divided by 10.948 acres = 22.29 units per acre. The proposed density would be 253 units divided by 10.948 acres = 23.11 units per acre. The maximum density in the RM-3 district is 24 units per acre.
- The proposed site will still provide in excess of the minimum number of off-street parking spaces required by the Zoning Ordinance. (84 beds x 0.35 spaces per bed = 29.4 spaces required and 47 spaces provided)
- A copy of the letter from the applicant indicating the project will not seek tax exemption is attached.
- All of the original Conditions of the September 16, 2010 approval still apply.

RECOMMENDATION:

A recommendation is made to approve the Amendment to the Conditional Use Permit, subject to the original Conditions of Approval.



Brian R. Wilke, Development Coordinator
/u2/acct/cp/ckays/1CPC/2011/May5/fact-xcup-casadelmare.odt



Jeffrey B. Casbah, Director of City Development

City Plan Division
625 52nd Street
Kenosha, WI 53140
262.653.4030

*City Plan Commission
Conditions of Approval*

Casa Del Mare
3508 7th Avenue

May 5, 2011

1. The following Conditions of Approval will run with the land and shall be included in a document recorded with the Kenosha County Register of Deeds:
 - a. Compliance with the previous Conditional Use Permit dated September 16, 2010. This approval is for a 69-unit Assisted Living Facility.
 - b. The applicant shall obtain all required construction permits from the Department of Neighborhood Services & Inspections. This includes, but is not limited to Erosion Control, Building, Plumbing, Electrical and Occupancy permits.
 - c. The applicant shall obtain a Driveway, Sidewalk, Street Opening and Parking Lot permit from the Department of Public Works.
 - d. All signs shall comply with Chapter 15 of the Code of General Ordinances and the applicant shall obtain sign permits for all new signs. A separate submission and permits are required for all signs. Sign information provided under the Conditional Use Permit is for reference only and does not constitute sign permit approval.
 - e. The development shall be constructed per the approved plans on file with the Department of City Development, Room 308, 625 52nd Street, Kenosha, WI 53140. Any changes to the approved plans shall require an amendment to the Conditional Use Permit. All changes shall be submitted to the Department of City Development for review and approval.
 - f. Prior to the issuance of any occupancy permits, all parking areas, drives and designated paved areas shall have the initial lift of asphalt installed. The building exterior shall be completed per the approved plans, the exterior lighting shall be installed and the Conditional Use Permit shall be recorded with the Kenosha County Register of Deeds. All improvements indicated on the plans, including landscaping, shall be installed prior to the issuance of a final Occupancy permit. The recording fees for the Conditional Use Permit shall be submitted by the applicant.
 - g. Compliance with City and State and/or Federal Codes and Ordinances. The buildings shall comply with the current Code standards in effect upon application for a building permit.
 - h. All trash containers shall be stored within the enclosure or building. Applicant/owner shall be responsible for waste collection and removal for the development. The City of Kenosha shall not provide waste collection or removal services or incur any cost in this regard.
 - i. The applicant shall meet all applicable Conditions of Approval and obtain a building permit within six (6) months of Common Council approval of the Conditional Use Permit or the Conditional Use Permit shall be null and void.
 - j. All vehicles shall be parked within the designated paved areas.

City Plan Division 625 52nd Street Kenosha, WI 53140 262.653.4030	<i>City Plan Commission</i> <i>Conditions of Approval</i>	Casa Del Mare 3508 7th Avenue	May 5, 2011
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- k. All improvements, including landscaping, shall be maintained per the approved plans. Any damaged fencing, landscaping or building shall be replaced or reconstructed per the approved plans.
- l. A Deed Restriction shall be recorded on the property which prevents the conversion of the site to conventional multi-family housing. The Deed Restriction shall be recorded prior to Occupancy.

/u2/acct/cp/ckays/1CPC/2011/May5/conditions-casadelmare.odt

TARANTINO & COMPANY
VIA HAND DELIVERED

April 5, 2011

TO: Brian Wilke
Kenosha Department of City Development

SUBJECT: Casa del Mare
Conditional Use Permit Amendment

Dear Brian Wilke:

Casa del Mare at 3508 7th Avenue is designed and approved as a 60-unit Residential Care Apartment Complex (RCAC) with the first floor designed to be constructed as a Class-C Community Based Residential Facility (CBRF), and is currently under construction. It has been our intention—which we've communicated throughout the approvals process—to license and operate a Memory Care residence on the first floor in the future, which is consistent with the Class-C level of CBRF licensure. Memory Care is housing specifically designed to care for elderly persons impacted by memory impairment.

We have decided to advance our plan to implement Memory Care at Casa del Mare immediately, and therefore, we are making a request to Amend the approved Conditional Use Permit. Due to differences in the nature of services and programming provided to residents of a licensed Memory Care residence versus an RCAC, we are able to construct additional units on the first floor.

As we've discussed in conversations with your office, upon construction of the planned improvements (as enclosed), Casa del Mare will include the following allocation of units:

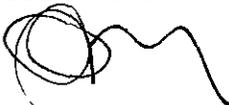
CBRF (Memory Care)	24 units (First floor only)
RCAC	45 units (Floors 2-4)
TOTAL	69 units

The improvements will take place within the existing footprint of the approved plan, and will affect a very limited aesthetic enhancement on the north elevation. Additionally, as a part of the planned program for the care of elderly persons with memory impairment, we are requesting a change to the landscaping plan (as enclosed), which includes an outdoor patio.

Should you have additional questions, or need more information, please contact me.

Sincerely,

TARANTINO & COMPANY, LLC



AARON MATTER
Development Coordinator

CASADELMARE
OPERATIONAL PLAN SUMMARY
April 5, 2011

Casa del Mare contains a total of 69 supportive apartments, which includes:

- Forty-five (45) units certified by the State of Wisconsin as a Residential Care Apartment Complex (RCAC) that will provide supportive services for elderly persons who require assistance with activities of daily living
- Twenty-four (24) units licensed by the State of Wisconsin as a Community Based Residential Facility (CBRF), and operated as a Memory Care residence that will provide supportive services for elderly persons impacted by memory-impairment

RCAC

Each resident will enter into a one (1) year lease. Prior to occupancy, Casa del Mare care staff prepares an initial health assessment that determines the service needs of each resident. The RCAC is directed to support elderly persons needing assistance with their activities of daily living (ADL), including (but not limited to) bathing, grooming, and mobility. Services provided to the resident are outlined within Care Levels that are provided to residents based on their health assessment. Residents are limited by RCAC certification to twenty-eight (28) hours of care per week.

Levels of care provided at Casa del Mare are anticipated to include (but are not limited to):

Care plans are anticipated to include:

- Two (2) meals per day with an optional third meal
- Up to twenty-eight (28) hours weekly of care staff assistance, as directed by the resident's health assessment
- Participation in daily activities

Casa del Mare will facilitate and implement various recreational and social activities which are of interest to the population of residents.

CBRF

Each resident will enter into a one (1) year lease. Prior to occupancy, Casa del Mare care staff prepares an initial health assessment that determines the service needs of each resident. The CBRF is directed to support elderly persons experiencing memory loss from Alzheimer's-related difficulties, needing supportive care with their ADLs. CBRF licensure does not limit the number of service hours that may be provided to each resident.

Care plans are anticipated to include:

- Three (3) meals per day
- Care staff assistance as directed by the resident's health assessment
- Participation in daily activity programs

REFUSE PICKUP

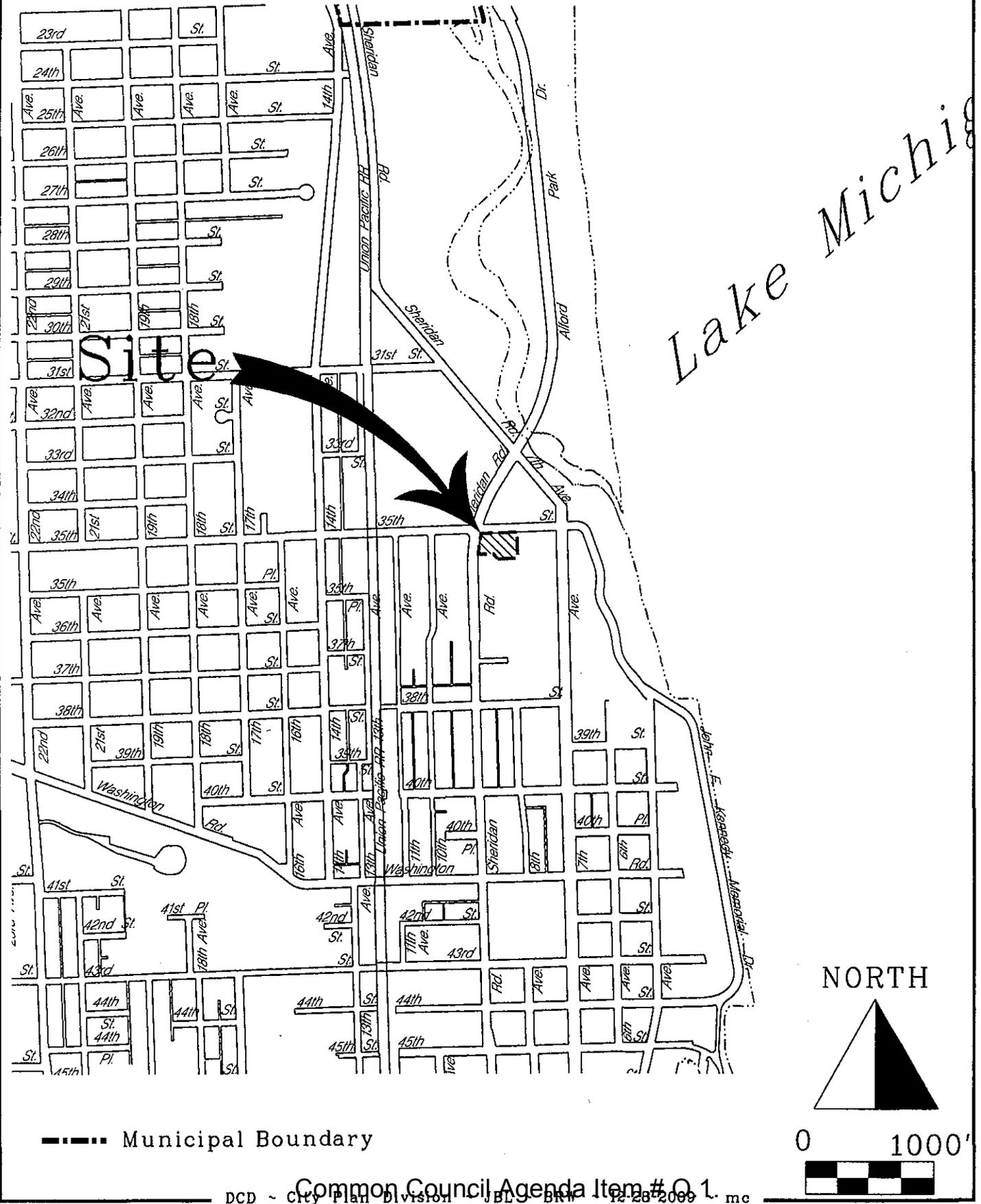
All trash containers will be stored within the building, or an enclosure will be constructed for screening. Trash will be collected by Waste Management at the building's north driveway with access to 35th Street.

SERVICE DELIVERIES

All service deliveries will be made to the service door located to the north of the building, with driveway access to 35th Street.

City of Kenosha

Vicinity Map
Casa del Mare CUP

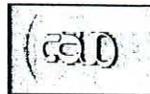


Lake Michigan

Site

NORTH

0 1000'

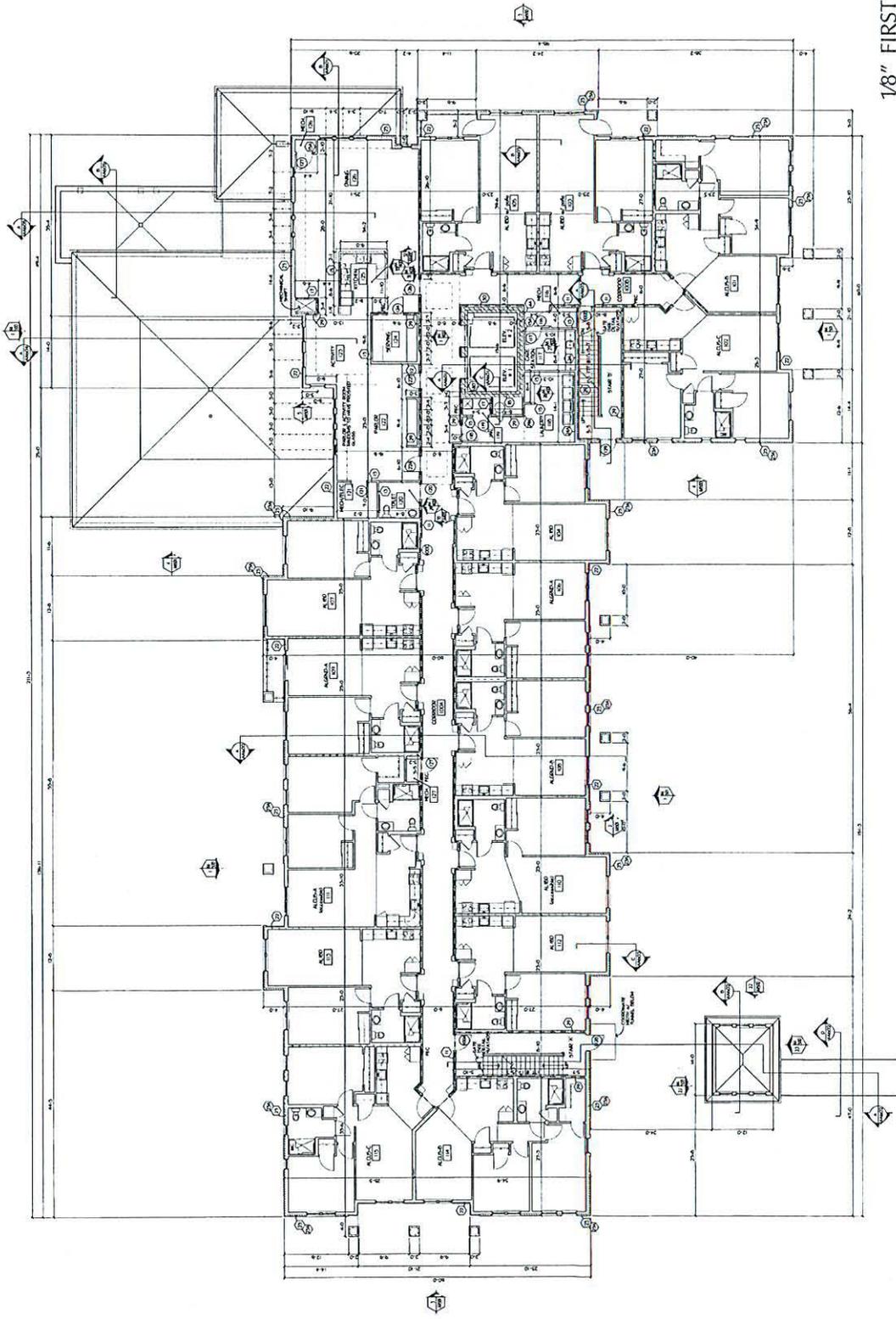


DATE: 08/14/18
DRAWN BY: [Name]
CHECKED BY: [Name]
PROJECT NO: [Number]

PROJECT NO: AA201
DATE: 08/14/18
DRAWN BY: [Name]
CHECKED BY: [Name]

GENERAL NOTES:

- 1. REFER TO ALL OTHER SHEETS FOR DETAILS AND NOTES.
- 2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
- 3. FINISHES ARE AS NOTED OR AS SHOWN ON SCHEDULE.
- 4. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2015 IBC AND ALL APPLICABLE LOCAL ORDINANCES.
- 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
- 6. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
- 7. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
- 8. THE CONTRACTOR SHALL MAINTAIN PROPER DRAINAGE AND EROSION CONTROL MEASURES.
- 9. THE CONTRACTOR SHALL MAINTAIN PROPER SAFETY AND SECURITY MEASURES.
- 10. THE CONTRACTOR SHALL MAINTAIN PROPER COMMUNICATIONS AND REPORTING.



18" FIRST FLOOR PLAN AA201

APPROVED FLOOR PLAN

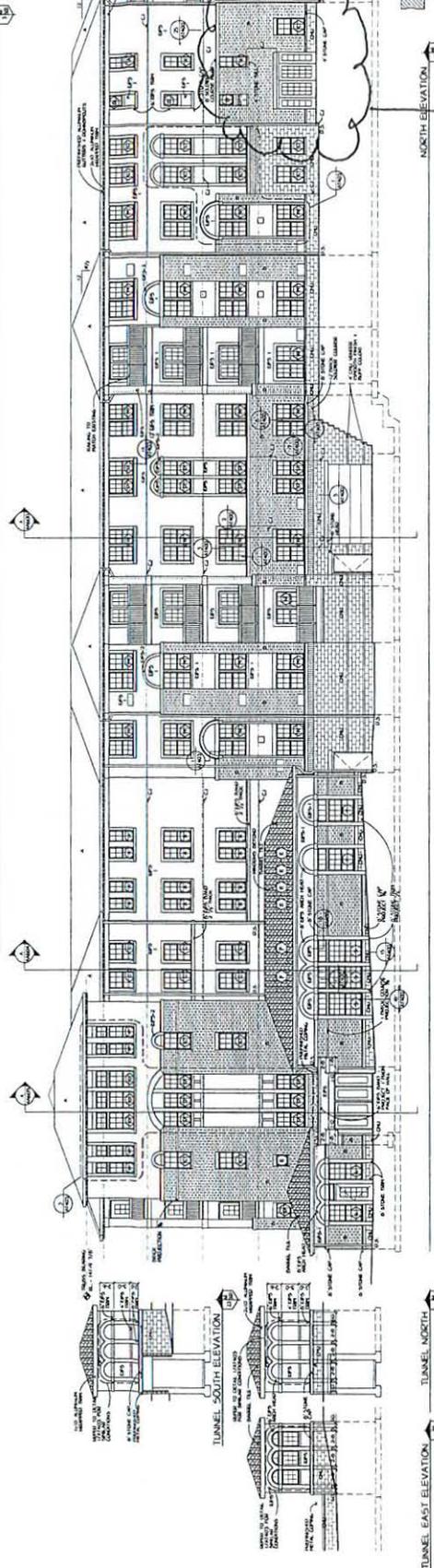
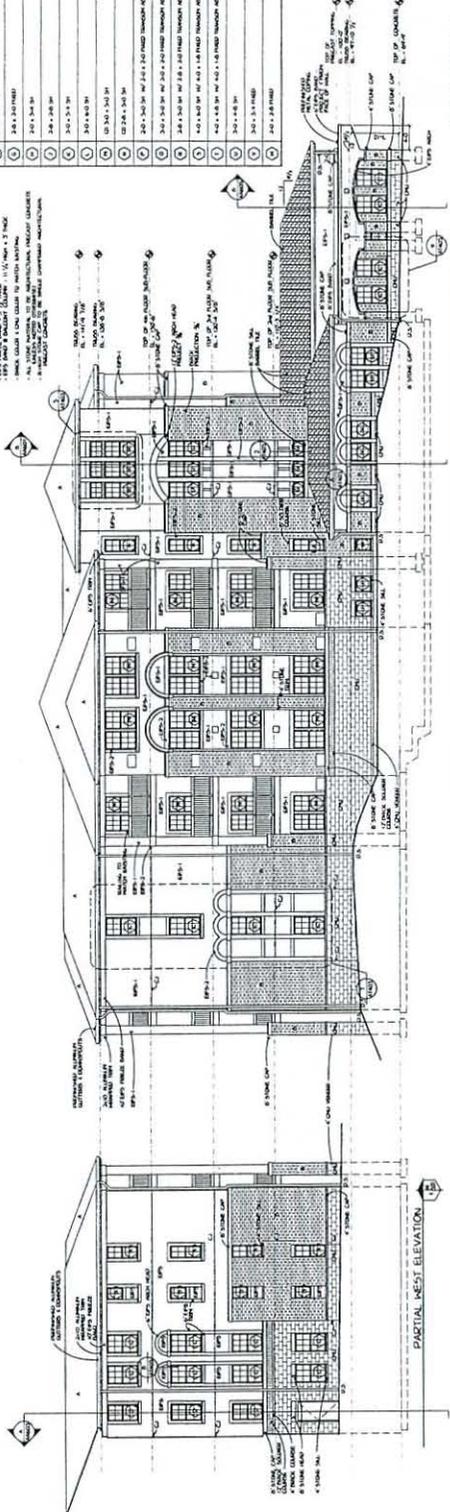
ST. CATHERINE COMMONS
CASA DEL MARE



TYPICAL MATERIALS / GENERAL NOTES

- 1. FINISH: BRICK, SANDWICH PANELS, STAINLESS STEEL
- 2. FINISH: BRICK, SANDWICH PANELS, STAINLESS STEEL
- 3. FINISH: BRICK, SANDWICH PANELS, STAINLESS STEEL
- 4. FINISH: BRICK, SANDWICH PANELS, STAINLESS STEEL
- 5. FINISH: BRICK, SANDWICH PANELS, STAINLESS STEEL
- 6. FINISH: BRICK, SANDWICH PANELS, STAINLESS STEEL
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- 10. FINISH: BRICK, SANDWICH PANELS, STAINLESS STEEL
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- 12. FINISH: BRICK, SANDWICH PANELS, STAINLESS STEEL
- 13. FINISH: BRICK, SANDWICH PANELS, STAINLESS STEEL
- 14. FINISH: BRICK, SANDWICH PANELS, STAINLESS STEEL
- 15. FINISH: BRICK, SANDWICH PANELS, STAINLESS STEEL
- 16. FINISH: BRICK, SANDWICH PANELS, STAINLESS STEEL
- 17. FINISH: BRICK, SANDWICH PANELS, STAINLESS STEEL
- 18. FINISH: BRICK, SANDWICH PANELS, STAINLESS STEEL
- 19. FINISH: BRICK, SANDWICH PANELS, STAINLESS STEEL
- 20. FINISH: BRICK, SANDWICH PANELS, STAINLESS STEEL

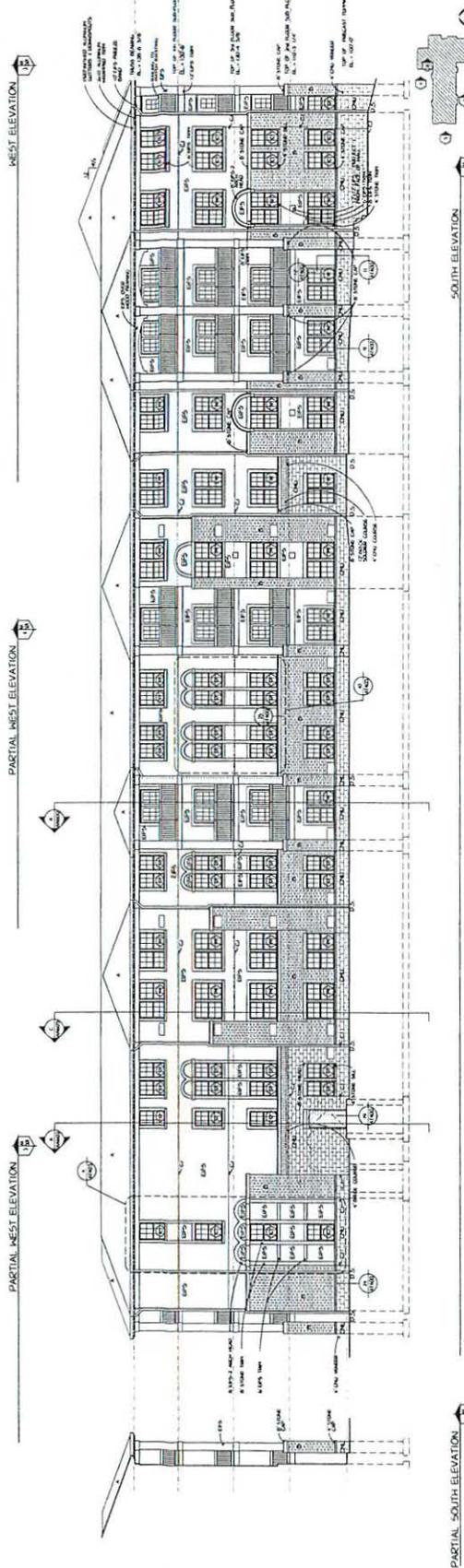
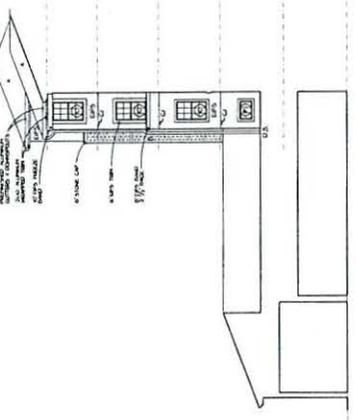
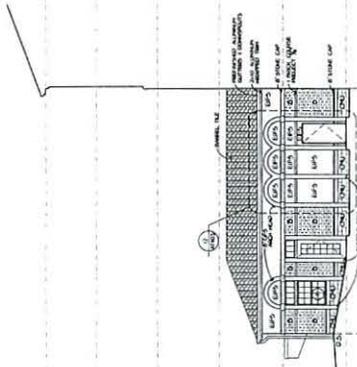
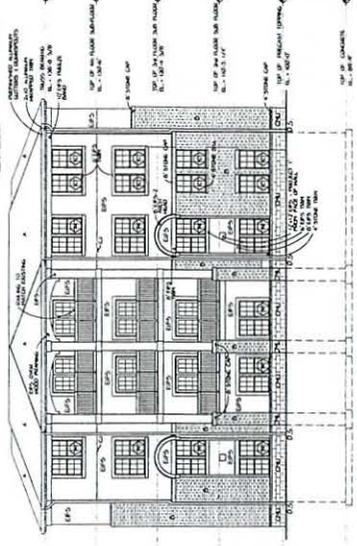
NO.	WINDOW SIZE (W X H) - TYPE	REMARKS
1	24" X 36" 3P	
2	24" X 36" 3P	
3	24" X 36" 3P	
4	24" X 36" 3P	
5	24" X 36" 3P	
6	24" X 36" 3P	
7	24" X 36" 3P	
8	24" X 36" 3P	
9	24" X 36" 3P	
10	24" X 36" 3P	
11	24" X 36" 3P	
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13	24" X 36" 3P	
14	24" X 36" 3P	
15	24" X 36" 3P	
16	24" X 36" 3P	
17	24" X 36" 3P	
18	24" X 36" 3P	
19	24" X 36" 3P	
20	24" X 36" 3P	



1/8" EXTERIOR ELEVATIONS AA500
PROPOSED CHANGE



- TYPICAL MATERIALS / GENERAL NOTES**
1. SEE DIMENSION TABLE
 2. BRICK: COMMON BRICK
 3. CONCRETE: 3000 PSI
 4. GYPSUM BOARD: 1/2" TYPE X
 5. INSULATION: 2" POLYISOCYANURATE
 6. ROOFING: 2" POLYISOCYANURATE
 7. FLOORING: 1" POLYISOCYANURATE
 8. PAINT: EXTERIOR - 100% ACRYLIC EMULSION
 9. INTERIOR - 100% ACRYLIC EMULSION
 10. GLASS: 1/4" CLEAR GLASS
 11. METAL: ALUMINUM
 12. WOOD: 2" X 4" SYPHON
 13. WOOD: 1" X 6" SYPHON
 14. WOOD: 2" X 6" SYPHON
 15. WOOD: 4" X 4" SYPHON
 16. WOOD: 6" X 6" SYPHON
 17. WOOD: 8" X 8" SYPHON
 18. WOOD: 10" X 10" SYPHON
 19. WOOD: 12" X 12" SYPHON
 20. WOOD: 14" X 14" SYPHON
 21. WOOD: 16" X 16" SYPHON
 22. WOOD: 18" X 18" SYPHON
 23. WOOD: 20" X 20" SYPHON
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 25. WOOD: 24" X 24" SYPHON
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 27. WOOD: 28" X 28" SYPHON
 28. WOOD: 30" X 30" SYPHON
 29. WOOD: 32" X 32" SYPHON
 30. WOOD: 34" X 34" SYPHON
 31. WOOD: 36" X 36" SYPHON
 32. WOOD: 38" X 38" SYPHON
 33. WOOD: 40" X 40" SYPHON
 34. WOOD: 42" X 42" SYPHON
 35. WOOD: 44" X 44" SYPHON
 36. WOOD: 46" X 46" SYPHON
 37. WOOD: 48" X 48" SYPHON
 38. WOOD: 50" X 50" SYPHON
 39. WOOD: 52" X 52" SYPHON
 40. WOOD: 54" X 54" SYPHON
 41. WOOD: 56" X 56" SYPHON
 42. WOOD: 58" X 58" SYPHON
 43. WOOD: 60" X 60" SYPHON
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 51. WOOD: 76" X 76" SYPHON
 52. WOOD: 78" X 78" SYPHON
 53. WOOD: 80" X 80" SYPHON
 54. WOOD: 82" X 82" SYPHON
 55. WOOD: 84" X 84" SYPHON
 56. WOOD: 86" X 86" SYPHON
 57. WOOD: 88" X 88" SYPHON
 58. WOOD: 90" X 90" SYPHON
 59. WOOD: 92" X 92" SYPHON
 60. WOOD: 94" X 94" SYPHON
 61. WOOD: 96" X 96" SYPHON
 62. WOOD: 98" X 98" SYPHON
 63. WOOD: 100" X 100" SYPHON



1/8" EXTERIOR ELEVATIONS AA501

**Development Review Application
City of Kenosha, Wisconsin**

MAILING INFORMATION

NAME OF PROJECT: Casa del Mare

Check one (1) of the following boxes to indicate the recipient of all correspondence:

<input checked="" type="checkbox"/>	Name and Address of Applicant [Please print]: <u>Tarantino & Company LLC</u> <u>20711 Watertown Rd, Ste A</u> <u>Waukesha, WI 53186</u>	Phone: <u>262-798-1224</u> Fax: <u>262-798-1119</u> E-Mail: <u>amatter@capricommunities.com</u>
<input checked="" type="checkbox"/>	Name and Address of Architect/Engineer [Please print]: <u>AG Architecture</u> <u>1414 Underwood Ave</u> <u>Wauwatosa, WI 53213</u>	Phone: <u>414-431-3131</u> Fax: _____ E-Mail: _____
<input checked="" type="checkbox"/>	Name and Address of Property Owner (if other than applicant)[Please print]: <u>St. Catherine Commons II LLC</u> <u>20711 Watertown Rd, Ste A</u> <u>Waukesha, WI 53186</u>	Phone: <u>262-798-1224</u> Fax: <u>262-798-1119</u> E-Mail: <u>amatter@capricommunities.com</u>

PROJECT LOCATION

Location of Development (street address and / or parcel number): 3508 7th Avenue

TYPE OF LAND DEVELOPMENT

Check all that apply. Note: Additional information may be required within individual Sections.

- | | | |
|--|------------|---------------|
| <input type="checkbox"/> Certified Survey Map | Section 1 | Page 2 |
| <input type="checkbox"/> Concept Review (<i>Land Division</i>) | Section 2 | Page 3 |
| <input type="checkbox"/> Concept Review (<i>Multi-Family Residential or Non-Residential</i>) | Section 3 | Page 4 |
| <input checked="" type="checkbox"/> Conditional Use Permit | Section 4 | Pages 5 & 6 |
| <input type="checkbox"/> Developer's Agreement | Section 5 | Page 7 |
| <input type="checkbox"/> Final Plat | Section 6 | Pages 8 & 9 |
| <input type="checkbox"/> Lot Line Adjustment Survey | Section 7 | Page 10 |
| <input type="checkbox"/> Preliminary Plat | Section 8 | Pages 11 & 12 |
| <input type="checkbox"/> Rezoning | Section 9 | Pages 13 & 14 |
| <input type="checkbox"/> Site Plan Review | Section 10 | Pages 15 & 16 |

**PRIOR TO SUBMITTING THIS APPLICATION TO THE DEPARTMENT OF CITY DEVELOPMENT,
PLEASE REVIEW THE APPROPRIATE SECTION(S) FOR FEES, REQUIREMENTS AND APPROPRIATE APPENDICES.**

*Submit this cover page, completed application, applicable section(s) and appendices
along with ALL required plans, information and fees to:*

Department of City Development
625 52nd Street, Room 308
Kenosha, WI 53140

Phone: 262.653.4030
Fax: 262.653.4045

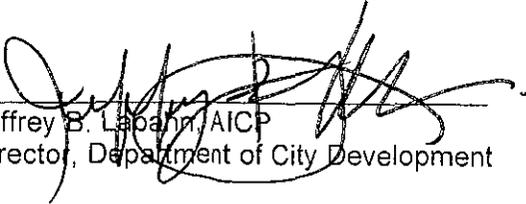
Office Hours:
M - F 8:00 am - 4:30 pm

Department of City Development
625 52nd Street
Kenosha, Wisconsin 53140
phone - 262.653.4030 or fax 262.653.4045

Conditional Use Permit Approval

Project Name:	Casa Del Mare	Date: September 16, 2010
Location:	3508 7th Avenue	
Project Description:	A new 60-unit senior living facility.	
Issued to:	James Tarantino Tarantino & Company 20711 Watertown Road - Suite A Waukesha, WI 53186	
Architect/ Engineer/ Contractor: (if applicable)	AG Architects 1414 Underwood Avenue Wauwatosa, WI 53213	Land Information Services 10412 N. Baehr Road Mequon, WI 53092
Approval Dates:	City Plan Commission – January 21, 2010 Department of City Development – N/A	
<ul style="list-style-type: none"> • Conditions of approval (see attachment) • Approval shall be void if a building permit is not obtained by February 2, 2011. 		

Any questions regarding the approved Conditional Use Permit should be directed to Brian Wilke, Development Coordinator, at 262.653.4030.


 Jeffrey B. Labahn, AICP
 Director, Department of City Development

- c: Paula Blise, Zoning Coordinator, Neighborhood Services & Inspections
 Ron Bursek, Director, Public Works
 Mike Callovi, Department of City Development
 Mike Higgins, City Clerk/Treasurer/Assessor
 Rick Hillesland, Commercial Building Inspector
 John W. Morrissey, Chief, Police Department
 Patrick Ryan, Chief, Fire Prevention Bureau
 Ed St. Peter, Manager, Kenosha Water Utility
 Jan Schroeder, Operations Coordinator, Public Works
 Jim Schultz, Director, Neighborhood Services and Inspections
 Nick Torcivia, Director of Building Inspection, Neighborhood Services & Inspections

Project Name:	Casa Del Mare	Date: September 16, 2010
Location:	A new 60-unit senior living facility.	

Conditions of Approval

1. The following Conditions of Approval will run with the land and shall be included in a document recorded with the Kenosha County Register of Deeds:
 - a. The applicant shall obtain all required construction permits from the Department of Neighborhood Services & Inspections. This includes, but is not limited to Erosion Control, Building, Plumbing, Electrical and Occupancy permits.
 - b. The applicant shall obtain Driveway, Sidewalk, Street Opening and Parking Lot permits from the Department of Public Works.
 - c. All signs shall comply with Chapter 15 of the Code of General Ordinances and the applicant shall obtain sign permits for all new signs. A separate submission and permits are required for all signs. Sign information provided under the Conditional Use Permit is for reference only and does not constitute sign permit approval.
 - d. The development shall be constructed per the approved Site, Drainage, Utility, Landscape and Building Plans on file with the Department of City Development, Room 308, 625 52nd Street, Kenosha, WI 53140. Any changes to the approved plans shall require an amendment to the Conditional Use Permit. All changes shall be submitted to the Department of City Development for review and approval.
 - e. Prior to the issuance of any occupancy permits, all parking areas, drives and designated paved areas shall have the initial lift of asphalt installed. The building exterior shall be completed per the approved plans, the exterior lighting shall be installed and the Conditional Use Permit shall be recorded with the Kenosha County Register of Deeds. All improvements indicated on the plans, including landscaping, shall be installed prior to the issuance of a final Occupancy permit. The recording fees for the Conditional Use Permit shall be submitted by the applicant.
 - f. Compliance with City and State and/or Federal Codes and Ordinances. The buildings shall comply with the current Code standards in effect upon application for a building permit.
 - g. All trash containers shall be stored within the enclosure or building. Applicant/owner shall be responsible for waste collection and removal for the development. The City of Kenosha shall not provide waste collection or removal services or incur any cost in this regard.
 - h. The applicant shall meet all applicable Conditions of Approval and obtain a building permit within six (6) months of City Plan Commission approval of the Conditional Use Permit or the Conditional Use Permit shall be null and void.
 - i. All vehicles shall be parked within the designated paved areas.
 - j. All improvements, including landscaping, shall be maintained per the approved plans. Any damaged fencing, landscaping or building shall be replaced or reconstructed per the approved plans.
 - k. A Deed Restriction shall be recorded on the property which prevents the conversion of the site to conventional multi-family housing. The Deed Restriction shall be recorded prior to Occupancy.
 - l. Compliance with the Kenosha Water Utility memo dated August 17, 2010.

Exhibit C

OWNER'S CERTIFICATION PERTAINING TO REAL ESTATE TAX EXEMPTION

July 22, 2010

TO: Jeffrey B Labahn, Director of City Development
City Plan Division, Room 308
Kenosha, Wisconsin

SUBJECT: Casa del Mare RCAC
Parcel: 11-223-30-151-013
3508 7th Avenue

As the owner of Casa del Mare (3508 7th Avenue in the City of Kenosha), I hereby certify that this project will not seek tax exemption at a later date.

Signed,

ST. CATHERINE COMMONS II, LLC



JAMES TARANTINO