

AGENDA
KENOSHA COMMON COUNCIL
KENOSHA, WISCONSIN
Council Chambers – Room 200 – Kenosha Municipal Building
Monday, June 6, 2011
7:00 P.M.

CALL TO ORDER
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE

Approval of the minutes of the meeting held May 16, 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

- A.1. Proposed Ordinance by Alderperson Ray Misner - To Create Section 2.22 Regarding Information to be Provided by Organizations Seeking Funding or Forbearance from the City of Kenosha.
- A.2. Proposed Resolution by Committee on Finance - To Levy a Special Assessment Under Authority of Charter Ordinance NO. 26, as Amended, Upon Certain Parcels of Land Within the City of Kenosha, Wisconsin.

TO THE PUBLIC WORKS COMMITTEE

- A.3. To Amend Resolution #179-10 approving a three-lot Certified Survey Map for property on the east side of 28th Avenue, south of 21st Street. (Kandathil-East) (5th District) (Also referred to City Plan Commission)
- A.4. To Amend Resolution #180-10 approving a three-lot Certified Survey Map for property on the west side of 28th Avenue, south of 21st Street. (Kandathil-West) (5th District) (Also referred to City Plan Commission)
- A.5. Proposed Ordinance by Alderpersons Ray Misner and Steve Bostrom – To Repeal and Recreate Section 8.04 B. Regarding Prohibitions; to Create Subsection 8.04 G. of the Zoning Code for the City of Kenosha Entitled Penalties. (Also referred to City Plan Commission)

TO THE PUBLIC SAFETY AND WELFARE COMMITTEE

- A.6. To Repeal and Recreate Section 8.04 B. regarding Certificate of Occupancy Prohibitions, To Create Subsection 8.04 B.2 regarding owner's failure to obtain a required Certificate of Occupancy and to To Create Subsection 8.04 G. of the Zoning Code for the City of Kenosha entitled Penalties. (Also referred to City Plan Commission)

TO THE CITY PLAN COMMISSION

B. COMMUNICATIONS, PETITIONS, REPORTS OF DEPARTMENTS

- B.1. Approval of the following applications per list on file in the Office of the City Clerk:
- _____ Operator's (Bartenders) license(s).
 - _____ Transfer of Agent Status of Beer and/or Liquor license(s).
 - _____ Special Class "B" Beer and/or Special "Class B" Wine license(s).
 - _____ Taxi Driver License(s).
- B.2. Special Exception Request 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*)(B-2 / *Community Business District*) (16th District)**PUBLIC HEARING** 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 Renewal application for Westown of Kenosha, Inc. (*Sameer A. Ali, Agent, Westown Foods & Liquors, 3203-60th St*) for a Class "A" Retail Beer & "Class A" Retail Liquor License, subject to **40 demerit points. HEARING** (L/P-Ayes 3: Noes 0) Go to Backup
- C.2. Approve Renewal application for Van Aken & Associates, Inc. (*Chris Van Aken, Wingstop, 5901-75th St, Ste 150*) for a Class "B" Beer License, subject to **20 demerit points. HEARING** (L/P-Ayes 3: Noes 0) Go to Backup
- C.3. Approve Renewal applications of Class "B" Beer/"Class B" Liquor Combination Licenses:
- Hernandez Lomeli, Inc. (*Argelia Hernandez, Agent, 3935 - 52nd Street, Los Compadres*) (0 demerit points)
 - Jackie's Sports Den LLC, (*Jacky Hill, Agent, 5521 Washington Road, Denny's Sports Den*) (0 demerit points)
 - Boat House Pub & Eatery, Inc., (*James Matzur, Agent, 4917 - 7th Ave., Boat House Pub & Eatery*) (0 demerit points)
 - James M. Pruett, (514 - 57th Street, Interlude II Bar & Grill) (20 demerit points)
 - RP Consulting, LLC, (*Pritesh Patel, Agent, 3216 - 60th Street, Lotus Sports Bar*) (20 demerit points)
 - Olive Tree Restaurant, Inc., (*Steve Vassilopoulos, Agent, 5800 - 6th Ave., Olive Tree Restaurant*) (20 demerit points)
 - Carl & Doug's Bar, LLC (*Shirley Weber, Agent, 2405 - 63rd Street, Carl & Doug's Bar*) (20 demerit points)

- h. Blazin Wings, Inc. (Dan Collicott, Agent, 7127 - 120th Avenue, Buffalo Wild Wings Grill & Bar) (20 demerit points)
- i. Judith Greno, (4224 - 7th Avenue, Puzzle House) (20 demerit points)
- j. KET, LLC, (Craig Colmer, Agent, 4706 - 75th Street, Tailgators) (80 demerit points)
- k. PJ's Entertainment, LLC, (Patrick Metzger, Agent, 8249 Sheridan Rd., PJ's Cabin Fever Bar & Grill) (80 demerit points)

HEARING (L/P-Ayes 3: Noes 0) Go to Backup

- C.4. Approve Renewal application of Las Cazuelas Mexican Grill, LLC, Sylvia Delagarza, Agent, for a Class "B" Beer/ "Class B" Liquor License, located at 2200 - 60th Street, (Las Cazuelas Mexican Grill), **subject to 80 demerit points. HEARING** (L/P-Ayes 3: Noes 0) Go to Backup
- C.5. Approve 2 Renewal applications of Class "B" Beer/"Class B" Liquor Licenses, with no adverse recommendations per list on file in the Office of the City Clerk. **HEARING** (L/P-Ayes 3: Noes 0) Go to Backup
- C.6. Approve Renewal application for Rajo Miraz Restaurant, Inc., (*Orlando Jaimes, Agent, Miraz Restaurant, 7500 Sheridan Rd*) for a Class "B" Beer/"Class C" Wine License, subject to **20 demerit points. HEARING** (L/P-Ayes 3: Noes 0) Go to Backup
- C.7. Approve Renewal applications of Class "A" Beer Licenses:
 - a. Fonte Food Market, LLC, (*Mustafa I. Mustafa, Agent, 1400 50th Street, Fonte Food Market*) (0 demerit points)
 - b. Speedway SuperAmerica LLC, (*Carla Sappington, Agent, 5959 - 75th Street, Speedway #7434*) (20 demerit points)
 - c. Aldi, Inc., (*Michelle Bonner, Agent, 6404 - 75th Street, Aldi #96*) (20 demerit points)**HEARING** (L/P-Ayes 3: Noes 0) Go to Backup
- C.8. Approve Applications for 3 Yearly Cabaret Licenses (2011-2012 Term), with no adverse recommendations per list on file in the Office of the City Clerk. **HEARING** (L/P-Ayes 3: Noes 0) Go to Backup
- C.9. Application for Constantinos Katris for a Peddler's Stand to be located in Simmons Island Park. Go to Backup
- C.10. Application for Forever Gratefull LLC (*Forever Grateful*) for a 1-Day Public Entertainment License located at 5000-7th Ave. (L/P-Recommendation Pending) Go to Backup

D. ORDINANCES 1st READING

- D.1. By the Alderpersons Daniel L. Prozanski, Jr., Jan Michalski, Lawrence F. Green, and Michael J. Orth - 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". (PSW-Recommendation Pending)
Go to Backup

E. ZONING ORDINANCES 1st READING

F. ORDINANCES 2nd READING

- F.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-Ayes 5: Noes 0) **PUBLIC HEARING** Go to Backup
- F.2. By Alderperson Rocco LaMacchia, Sr – To Create Subsection 10.05 K. Regarding Limitation on Sale of Individual Containers of Fermented Malt Beverages. (*Deferred from the 5/16/11 meeting*) (LP-No Recommendation, PSW-Recommendation Pending) **PUBLIC HEARING** Go to Backup

G. ZONING ORDINANCES 2nd READING

H. RESOLUTIONS

- H.1. By Finance Committee – To Levy Special Assessments Against Benefited Property Based Upon Final Construction Costs Respecting Improvements in Street Right-of-Way for Projects:
- a. 10-1015 Resurfacing Phase II (*sidewalks and/or driveway approaches*) (*26th Avenue – Lincoln Rd to 75th Street*) in the total amount of \$17,120.55. (*District 13*) (PW-Ayes 5: Noes 0; Fin-Recommendation Pending)
 - b. 10-1016 Resurfacing Phase III (*sidewalks and/or driveway approaches*) (*33rd Avenue - 60th Street to 55th Street, 22nd Avenue - 38th Street to 35th Street, 50th Avenue - 67th Street to 65th Street, 53rd Street - 26th Avenue to 22nd Avenue*) in the total amount of \$48,305.12. (*Districts 5, 6, 7, 11, 15*) (PW-Ayes 5: Noes 0; Fin-Recommendation Pending)
 - c. 10-1017 New Road Construction (*sidewalks and/or driveway approaches*) (*39th Avenue - 30th Street to 24th Street*), in the amount of \$27,208.50. (*District 5*) (PW-Ayes 5: Noes 0; Fin-Recommendation Pending)
 - d. 10-1021 New Road Construction (*permanent pavement and/or curb and gutter and/or grading and graveling and/or sidewalks and/or driveway approaches*) (*27th Street – 47th Avenue to 43rd Avenue*), in the total amount of \$386,730.96. (*District 5*) (PW-Ayes 5: Noes 0; Fin-

Recommendation Pending)

e. 10-1208 Sidewalk & Curb/Gutter Program (*sidewalks and/or driveway approaches*) (*Citywide Locations*), in the total amount of \$76,798.86. (*All Districts*) (PW-Ayes 5: Noes 0; Fin-Recommendation Pending)

Go to Backup

- H.2. By Finance Committee - To Levy A Special Tax Upon Certain Parcels of Land Within the City Of Kenosha (*Pursuant to §5.11F. of the Code of General Ordinances*), Entitled "Sidewalks and Alleys to be Kept Clean by Responsible Party-Emergency Enforcement". (All Districts) (PW-Ayes 5: Noes 0; Fin-Recommendation Pending) Go to Backup
- H.3. By Committee on Public Works - Preliminary Resolution Declaring Intent to Levy Assessments for Hazardous Sidewalk and/or Driveway Approach (*Project #11-1024*) (*60th Street - 39th Avenue to 30th Avenue, 39th Avenue - 60th Street to 59th Street*) (*District 11*) (PW-Ayes 5: Noes 0) Go to Backup
- H.4. By Committee on Public Works - Preliminary Resolution Declaring Intent to Levy Assessments for Pavement Construction (*Project #09-1011*) (*56th Street - 68th Avenue to 64th Avenue*) (*District 16*) (PW-Ayes 5: Noes 0) Go to Backup
- H.5. By Alderpersons Anthony Nudo, David Bogdala, Steve Bostrom, & Ray Misner - To Encourage the Electorate to Create a New City-Wide School District and to Encourage the Wisconsin Legislature to Allow for Election of School Board Members from Voting Districts. Go to Backup
- H.6. By Alderpersons Anthony Nudo, Ray Misner, & Lawrence F. Green - To Urge the Revelopment Authority for the City of Kenosha to Elect Michael J. Orth as Chair. Go to Backup
- H.7. By Alderpersons David F. Bogdala & Michael J. Orth - To Require that the Exercise of Discretion by the City's Humane Agent to Return an Animal to its Owner be Directed by the Chief of Police. (Fin-Recommendation Pending) Go to Backup
- H.8. By Alderperson Anthony Nudo - To Establish the Policy for Alderperson's Contact Information within Occupancy Letters of Information. Go to Backup
- H.9. By the Mayor – To Modify the Table of Organization for the Department of Neighborhood Services and Inspections and the Department of City Development. (Fin-Recommendation Pending) Go to Backup

I. APPOINTMENTS/REAPPOINTMENTS BY THE MAYOR

Go to Backup

- I.1. Appointment of Jessica Olson to the City Plan Commission for a term to expire May 1, 2014.
- I.2. Appointments to the Mayor's Youth Commission to fulfill an unexpired term to expire November 1, 2011:
 - a. Sarah L. Park
 - b. Amy Castelic
- I.3. Appointment of Cameron Olson to the Museum Board for a three-year term to expire May 1, 2014.
- I.4. Appointment of Brian Hervat to the Redevelopment Authority to fulfill an unexpired term to expire November 15, 2013.
- I.5. Reappointment to the Kenosha Transit Commission for a three-year term to expire on June 7, 2014:
 - a. Pamela DeVuyst
 - b. Steven Herr
- I.6. Reappointment of Mark Karow to the Kenosha Joint Services Board of Directors for a term to expire May 1, 2014.

J. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

- J.1. Approve Award of Contract for Projects:
 - a. 09-1413 Washington Park Velodrome Facility to Rasch Construction, (*Kenosha, Wisconsin*) in the amount of \$374,000.00. (*District 6*) (Parks-Ayes 5:Noes 0; PW-Ayes 4: Noes 0)
 - b. 11-1420 Parks Field Office Building Tuckpointing (3617 65th Street) to Custom Restoration, (*Pewaukee, Wisconsin*) in the amount of \$116,000. (*District 11*) (Parks-Ayes 3: Noes 0; PW-Ayes 5: 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; Fin-Recommendation Pending) (*Deferred from 4/18/11 & 5/16/11 meetings*) Go to Backup

L. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

- L.1. Disbursement Record #9 – \$5,637,997.11.. (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) (*Deferred from 5/2/11 & 5/16/11 meetings*)
Go to Backup
- L.3. Request to Waive Charges for Daniel Kantak by the Crime Victim
Compensation Program at the State of Wisconsin Department of Justice.
(Fin-Recommendation Pending) Go to Backup
- L.4. Claim of Jodie Gaal n/k/a Jodie Elsen v. City of Kenosha, et al. (Fin.-
Recommendation Pending) **CLOSED SESSION: The Common Council
may go into Closed Session regarding this item, pursuant to
§19.85(1)(g) Wisconsin Statutes.** Go to Backup

M. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

- M.1. Proposed GIS Work Management/Planning System and GPS Process Tracking
Solution: Freeance Mobile Software for Smartphones. (SWU-Ayes 4: Noes 1;
PW-Ayes 4: Noes 0; Fin-Recommendation Pending) Go to Backup

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

O. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS

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 16, 2011**

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

**KENOSHA MUNICIPAL
BUILDING COUNCIL
CHAMBERS ROOM 200
Monday, May 16, 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 7:09 p.m.

On roll call, the following members of the Common Council were present: Alderpersons Haugaard, Ruffalo, Michalski, Ruffolo, Ohnstad, Juliana, Marks, Green, Kennedy, Nudo, Misner, Prozanski, Orth, Downing and Bogdala. Alderperson LaMacchia was excused. Alderperson Bostrom arrived during Citizen's Comments.

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

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

It was moved by Alderperson Green, seconded by Alderperson Nudo, to approve the minutes of the meeting held May 2, 2011.

Motion carried unanimously.

At this time, the National Public Works Week Award & American Public Works Association Award was presented to Michael Lemens.

One (1) Citizen spoke during Citizen's Comments: Louis Rugani.

A. REFERRALS

TO THE PUBLIC SAFETY & 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. It was moved by Alderperson Nudo, seconded by Alderperson Kennedy, to approve:

- a. 147 applications for an Operator's (Bartenders) license, per list on file in the office of the City Clerk.
- b. 3 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. 2 application(s) for a special Class "B" Beer and/or "Class B" Wine license per list on file in the office of the City Clerk.
- d. 1 application(s) for a Taxi Driver's license per list on file in the office of the City Clerk.

On a voice vote, motion carried.

B.2. It was moved by Alderperson Kennedy, seconded by Alderperson Green, to receive and file the Communication regarding award of bid for official City Newspaper (June 1, 2011 through May 31, 2012).

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. Robin Stubbe (20 demerit points)
- b. Megan Blank (20 demerit points)
- c. Melissa Katz (40 demerit points)
- d. Deanna Davis (60 demerit points)

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

C.2. It was moved by Alderperson Nudo, seconded by Alderperson Green, to DENY application for Roxanne Hurtado 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 Nudo, seconded by Alderperson Green, to approve the following applications for new Taxi Driver's licenses:

- a. Dean Loughead (40 demerit points)
- b. Michael Werwie (70 demerit points)

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

C.4. It was moved by Alderperson Green, seconded by Alderperson Nudo, to DENY applications for new Taxi Driver's licenses, based on material police record:

- a. Stacy Jackson
- b. Bryan Gonzalez

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

C.5. It was moved by Alderperson Nudo, seconded by Alderperson Green, to divide the question regarding the approve of the following applications for renewal Taxi Driver's licenses:

- a. Mohammed Museitif (20 demerit points)
- b. Scott Larson (20 demerit points)

On a voice vote, motion carried.

C.5.1 It was moved by Alderperson Nudo, seconded by Alderperson Ohnstad, to approve item a. A hearing was held. The applicant did not appear. On a voice vote, the result was unclear. On roll call vote, motion failed 7-8-1 (with Alderpersons Haugaard, Michalski, Ohnstad, Juliana, Marks, Kennedy, and Dowing voting aye and Alderperson Misner abstaining).

C.5.2 It was moved by Alderperson Kennedy, seconded by Alderperson Green, to approve item a. subject to non-renewal revocation hearing.

A hearing was held. The applicant did not appear. On roll call vote, motion carried 13-1-1 (with Alderperson Marks voting nay and Alderperson Misner abstaining).

C.5.3 It was moved by Alderperson Kennedy, seconded by Alderperson Nudo, to approve item b.

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 Ruffolo, to approve renewal application of M&M Choice Taxi, for a Taxi Cab License located at 3122 - 14th Avenue, subject to non-renewal revocation hearing.

A hearing was held. The applicant did not appear. On a voice vote, motion carried 13-1-1 (with Alderperson Marks voting nay and Alderperson Misner abstaining).

C.7. It was moved by Alderperson Orth, seconded by Alderperson Ruffolo, to separate action on the approval for the following renewal applications of Class "A" Retail Beer & "Class A" Retail Liquor Licenses (*separate f from a through e*):

- 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)

On a voice vote, motion carried.

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
Monday, May 16, 2011**

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

C.7.1 It was moved by Alderperson Kennedy, seconded by Alderperson Green, to approve items a through e. A hearing was held. No one appeared. On a voice vote, motion carried.

C.7.2 It was moved by Alderperson Kennedy, seconded by Alderperson Ohnsatd, to approve item f. A hearing was held. The applicant did not appear. On roll call vote, motion carried 12-4 (with Alderpersons Ruffolo, Marks, Misner and Orth voting nay).

C.8. It was moved by Alderperson Nudo, seconded by Alderperson Kennedy, to approve 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)

A hearing was held. Eric Colon, Member of Cobe, LLC was present. On a voice vote, motion carried.

C.9. It was moved by Alderperson Ruffalo, seconded by Alderperson Green, to 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).

C.9.1 It was then moved by Alderperson Ruffolo, seconded by Alderperson Michalski, to defer for 45 days.

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

C.10. The following application was pulled by the applicant: 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). Therefore, no action was taken.

C.11. It was moved by Alderperson Green, seconded by Alderperson Michalski, to 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

A hearing was held. No one appeared. On a voice vote, motion carried 15-0-1 (with Alderperson Ruffalo abstaining).

C.12. It was moved by Alderperson Green, seconded by Alderperson Nudo, to 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., (Cidney Bindelli, Agent, 3805-22nd Avenue, Bindelli's Jungle) (20 demerit points)
- s. Bindelli's Adventure Inc., (Cidney Bindelli, Agent, 4601-7th Avenue, Bindelli's City Zoo) (20 demerit points)
- t. Bindelli's Safari Inc., (Cidney 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., (Cidney 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)

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

C.13. It was moved by Alderperson Nudo, seconded by Alderperson Green, to 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)

A hearing was held. No one appeared. On a voice vote, the result was unclear. On roll call vote, motion carried 9-7 (with Alderperson Michalski, Ruffolo, Marks, Green, Misner, Prozanski, and Orth voting nay)

C.14. It was moved by Alderperson Nudo, seconded by Alderperson Michalski, to 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.

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

C.15. It was moved by Alderperson Nudo, seconded by Alderperson Michalski, to approve applications for an 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)

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

C.16. It was moved by Alderperson Nudo, seconded by Alderperson Ohnstad, to 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.

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
Monday, May 16, 2011**

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.17. It was moved by Alderperson Ohnstad, seconded by Alderperson Michalski, to approve 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, Theresa Revis was present and spoke. On a voice vote, motion carried.

C.18. It was moved by Alderperson Nudo, seconded by Alderperson Green, to 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

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

C.19. It was moved by Alderperson Nudo, seconded by Alderperson Ohnstad, to approve application of Jean Campagna, for a Yearly Cabaret License located at 3001 - 60th Street, (Shooters).

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

C.20. It was moved by Alderperson Nudo, seconded by Alderperson Green, to 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)

A hearing was held. The applicant did not appear. On a voice vote, motion carried 15-1 (with Alderperson Nudo voting nay).

C.21. It was moved by Alderperson Kennedy, seconded by Alderperson Green, to approve application of Icon Enterprises, LLC, for a Yearly Cabaret License located at 6305 - 120th Avenue, (Club Icon), with no adverse recommendations.

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

C.22. It was moved by Alderperson Ruffolo, seconded by Alderperson Kennedy, to approve application of RP Consulting, LLC, for a Yearly Cabaret License located at 3216 - 60th Street, (Lotus Sports Bar), with no adverse recommendations.

A hearing was held. The applicant did not appear. On a voice vote, motion carried 15-1 (with Alderperson Bostrom voting nay).

C.23. It was moved by Alderperson Green, seconded by Alderperson Nudo, to 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.

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

C.24. It was moved by Alderperson Green, seconded by Alderperson Nudo, to approve item a regarding 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

Item B was pulled from the agenda.

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

C.25. It was moved by Alderperson Ruffalo, seconded by Alderperson Michalski, to approve Renewal application for an Amusement & Recreation Enterprise License of Bacchus Billiards, LLC, located at 5010 - 7th Avenue, St. James Gate Street Pub, subject to a non-renewal revocation hearing.

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

C.26. It was moved by Alderperson Green, seconded by Alderperson Michalski, to 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.

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

C.27. It was moved by Alderperson Green, seconded by Alderperson Nudo, to approve application of Christine Beth, for a Pet Fancier Permit, with no adverse recommendations.

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

C.28. It was moved by Alderperson Nudo, seconded by Alderperson Ohnstad, to approve application for an Amusement & Recreation Enterprise License of DJ Miller Investment Inc, located at 4237 Green Bay Rd, Monkey Joe's.

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

D. ORDINANCES 1ST READING

D.1. It was moved by Alderperson Kennedy, seconded by Alderperson Michalski, to send the following ordinance on it's way as amended:

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.

On a voice vote, motion carried.

E. ZONING ORDINANCES 1ST READING

F. ORDINANCES 2ND READING

F.1. It was moved by Alderperson Green, seconded by Alderperson Michalski, to adopt the following Ordinance:

By Alderperson Rocco LaMacchia, Sr – To Create Subsection 10.05 K. regarding Limitation on Sale of Individual Containers of Fermented Malt Beverages.

F.1.1 It was then moved by Alderperson Bostrom, seconded by Alderperson Kennedy, to defer.

F.1.2 It was moved by Alderperson Bostrom, seconded by Alderperson Kennedy, to refer the Ordinance to Public Safety and Welfare Committee.

On a voice vote, motion carried.

F.2. It was moved by Alderperson Ohnstad, seconded by Alderperson Ruffalo, to adopt Ordinance 29-11.

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

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

ORDINANCE NO. 29-11

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

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
Monday, May 16, 2011**

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

passage and publication.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

MICHAEL K. HIGGINS, CITY CLERK/TREASURER

G. ZONING ORDINANCES 2ND READING

G.1. It was moved by Alderperson Downing, seconded by Alderperson Green, to defer the following Ordinance:

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

A public hearing was held. No one spoke for or against said Ordinance. On a voice vote, motion carried.

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

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

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

ZONING ORDINANCE NO. 30-11

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 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.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

MICHAEL K. HIGGINS, CITY CLERK/TREASURER

H. RESOLUTIONS

H.1. It was moved by Alderperson Nudo, seconded by Alderperson Kenndy, to adopt Resolutions 53-11 thru 55-11. On roll call vote, motion carried unanimously and said resolutions were thereupon adopted as follows:

a. RESOLUTION NO. 53-11

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 16th day of May, 2011.

b. RESOLUTION NO. 54-11

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 16th day of May, 2011.

c. RESOLUTION NO. 55-11

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 16th day of May, 2011.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

MICHAEL K. HIGGINS, CITY CLERK/TREASURER

H.2. It was moved by Alderperson Nudo, seconded by Alderperson Ruffalo, to adopt Resolution 56-11. On roll call vote, motion carried unanimously and said resolution was thereupon adopted as follows:

RESOLUTION NO. 56-11

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:

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
Monday, May 16, 2011**

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

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 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.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

MICHAEL K. HIGGINS, CITY CLERK/TREASURER

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

I.1. It was moved by Alderperson Kennedy, seconded by Alderperson Ohnstad, to approve appointment to the Redevelopment Authority for a term to expire November 15, 2015:

- a. Michael Orth
- b. Everett Butler

On a voice vote, motion carried.

I.2. It was moved by Alderperson Kennedy, seconded by Alderperson Ohnstad, to approve appointment of James C. Greco to the Police & Fire Commission for a term to expire May 1, 2016.

On roll call vote, motion carried unanimously.

J. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

J.1. It was moved by Alderperson Kennedy, seconded by Alderperson Orth, to approve Award of Contract for 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)

On roll call vote, motion carried unanimously.

K. OTHER CONTRACTS AND AGREEMENTS

K.1. It was moved by Alderperson Bogdala, seconded by Alderperson Ohnstad, to defer 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).

On a voice vote, motion carried.

K.2. It was moved by Alderperson Ruffolo, seconded by Alderperson Michalski, to approve as amended License Agreement by and between the City of Kenosha, Wisconsin and KABA Building, LLC (55th Street and 6th Avenue) (District #2).

On roll call vote, motion carried unanimously.

K.3. It was moved by Alderperson Bogdala, seconded by Alderperson Green, to approve Contract for Professional Services between the City of Kenosha and the Government Finance Officers Association for ERP Selection.

Dave Melby, Consulting Solutions Manager with the Government Finance Officers Association, was present and spoke.

On roll call vote, motion carried unanimously.

L. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

L.1. It was moved by Alderperson Kennedy, seconded by Alderperson Green, to approve Disbursement Record #8 – \$5,733,328.78.

On roll call vote, motion carried unanimously.

L.2. It was moved by Alderperson Bogdala, seconded by Alderperson Ohnstad, to defer the Stipulation Regarding Brat Stop, Inc (Kenosha, Wisconsin), Delinquent Personal Property Tax Account No. 20-71631-000. .

On a voice vote, motion carried.

L.3. Claim of January 10, 2011 House Explosion

It was moved by Alderperson Ruffolo, seconded by Alderperson Green, to go into closed session at 8:11 pm. On a voice vote, motion carried. The Council reconvened to open session at 8:20 pm

On roll call vote, motion to deny carried 15-1 (with Alderperson Kennedy voting nay).

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 It was moved by Alderperson Nudo, seconded by Alderperson Michalski, to 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)

On roll call vote, motion carried unanimously.

ADJOURNMENT

There being no further business to come before the Common Council, it was moved by Alderperson Kennedy, seconded by Alderperson Green, to adjourn at 8:34 p.m.

On a voice vote, motion carried.

Approved:

**KEITH G. BOSMAN
MAYOR**

Attest:

**MICHAEL HIGGINS
CITY CLERK/TREASURER**



DEPARTMENT OF
NEIGHBORHOOD SERVICES
AND
INSPECTIONS

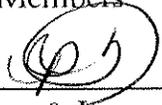
JAMES M. SCHULTZ
Director

Building Inspection

Property Maintenance

Zoning Enforcement

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

FROM: Paula A. Blise, Zoning Coordinator 
Department of Neighborhood Services & Inspections

SUBJECT: **Common Council Sign Code Appeal: June 6, 2011**
Special Exception request for setback and maximum sign area relief to install a 201'6" sign and sign cabinet on an existing sign structure located at 5300 52nd Street (Shopko) (B-2 / Community Business District) - 16th District / Petitioner: Kieffer & Company

DATE: May 26, 2011

The City of Kenosha Sign Ordinance requires an approved sign permit in order to erect, place, replace, or install any sign, as defined within the ordinance.

On February 14, 2011, Sign Permit 146865 was issued to Kieffer & Company, Inc., to replace sign faces within the pre-existing sign cabinet. [Attachment 1]

On April 12, 2011, I observed equipment being set-up, in order to remove and replace the existing cabinet with a new sign and sign cabinet. [Attachment 2] A stop work order, and sign appeal information was immediately e-mailed to the sign contractor. The stop work order was issued, as replacement of the sign cabinet structure is not permitted. [Attachment 3]

The sign contractor halted the installation, as directed, and forwarded an e-mail response that replacement of the sign faces was "impossible". [Attachment 4]

Sign Ordinance Criteria

Table 1 of the City of Kenosha Sign Ordinance allows the following types of freestanding ground signs in B-2 districts:

- (1) freestanding sign, not-to-exceed 35' in height, or 150 s.f. of total sign area, is permitted, if the required 15' lot line setback is maintained.
- (1) freestanding sign, not-to-exceed 15' in height, or 49 s.f. of total sign area is permitted, if a 15' lot line setback is not maintained.

The replacement of the sign cabinet is nonconforming based on the following conditions:

- The proposed sign and sign cabinet consists of an overall area of **201'6"** (8'-4" x 24').
 - The maximum sign area allowed in B-2 districts is **150 s.f.**
- The setback from the front lot line to the base of the existing sign structure is eight (8') feet.
- The setback from the front lot line to the south edge of the sign cabinet is two (2'[±]) feet
 - The Sign Ordinance restricts signs within fifteen (15') feet of lot lines to a maximum height of 15' and 49 s.f. total sign area.

Point of Consideration

1. With the exception of Unified Business Center signs, the City of Kenosha Sign Ordinance does not allow the installation of new ground signs over 150 s.f in sign area.
2. The sign contractor's sign cabinet plans are dated December 13, 2010. The sign permit application for installation of "face replacements" was submitted to the City of Kenosha on February 4, 2011. Had the contractor requested permission to install the sign cabinet, as indicated on the December 13, 2010 plans, the sign permit application would have been denied.
3. The sign contractor, per Attachment 4, states that the replacement of the sign faces was impossible, however had proceeded to install the sign cabinet without City approvals.
4. The purpose of the sign regulations is to "maintain and enhance the aesthetic environment of the City" and "to provide a procedure for fair and consistent enforcement." [General Code 15.01]
5. The restriction on the replacement of nonconforming signs was enacted to ensure that newly erected signs and/or sign structures are compliant with current-day sign ordinance standards.



City of Kenosha
 Department of Neighborhood Services and Inspections
 625 52nd Street, Room 100, Kenosha, WI 53140
 Phone: 262.653.4263, Fax: 262.653.4254

2/4/11
 146868
 [Signature]
 JGMK 2/14/11

APPLICATION FOR SIGN PERMIT

This document must be legible or will be returned.

Project Address 5300 52nd St Contractor's e-mail address thabermann@koeffersigns.com
 Project Name ShopKo Contractor Kreffer & Co. Inc.
 Mailing Address 700 Pilgrim Way Mailing Address 3322 Washington Ave.
 City Green Bay State WI Zip 54307 City Sheboygan State WI Zip 53081
 Phone (920) 429-7180 Phone (920) 453-4167

Estimated Cost # 2500.00 /
 (include structural / electrical costs)

Size 8'-4" by 24' Sq. Ft. 200 Number of Sign Faces 2
 (calculate total surface area for monument signs)

Setbacks (required for ground signs): Front 25' Rear 585' Left 273' Right 330' Height 35'

CHECK ONE (Sign Type): Wall _____ Pole/Ground Mounted Monument _____ Projecting _____
 Face Replacements Unified Business Center Sign _____ Canopy/Awning _____ Wall Banner _____

List all existing signs on subject property: Wall Cabinet, letter set, ground sign

Office Use Only:		
DESCRIPTION	PRICE PER UNIT	QUANTITY
PER SQ. FT. PER SIGN FACE	\$ 1.20 per sq. ft.	<u>200</u>
SIGN MINIMUM FEE	\$ 90.00	<u>240</u>

CHECK ONE: Illuminated: Yes No Electrical Connections: Yes No

Indicate type of electrical work: Existing N/A

Contractor Name: N/A
 Address: _____
 City, State, Zip: _____
 Phone Number: () _____

Office Use Only:		
DESCRIPTION	PRICE PER UNIT	QUANTITY
MINIMUM ELECTRICAL FEE	\$ 90.00 Ea.	_____

n/a

Zimbra

pblise@kenosha.org

± Font size ±

Shopko Pylon Sign

From : Paula Blise <pblise@kenosha.org>

Tue, Apr 12, 2011 10:39 AM

Subject : Shopko Pylon Sign

📎 1 attachment

To : thabermann@kieffesigns.com**Cc :** Jesse Downing

<JLD Downing@wi.rr.com>, Paula Blise
<pblise@kenosha.org>, Paula Blise
<pblise@kenosha.org>, Gail Rohde
<grohde@kenosha.org>

Reply To : Paula Blise <pblise@kenosha.org>

Good morning,

Please be advised that a sign permit to replace the sign faces (within the pre-existing cabinet) has been approved. Based on the attached photograph, which was taken this a.m., it appears that the entire cabinet is being replaced.

The sign is nonconforming and replacement of the cabinet structure is not permitted. Please cease work immediately to circumvent penalties. If you wish to proceed with this project, an appeal to the City of Kenosha Common Council shall be required.

Please contact me as soon as possible to discuss this matter.

Thank you,

Paula

Paula A. Blise, MBA, CCEA
City of Kenosha Zoning Coordinator
Dept. of Neighborhood Services & Inspections
625-52nd Street, Room 100, Kenosha, WI 53140
Phone: 262.653.4263 Fax: 262.653.4254

Zimbra

pblise@kenosna.org

± Font size ±

RE: Shopko Pylon Sign

From : Toni Habermann
<thabermann@kieffersigns.com>

Tue, Apr 12, 2011 11:03 AM

Subject : RE: Shopko Pylon Sign

To : Paula Blise <pblise@kenosha.org>

We had tried replacing those faces on that pylon & it was impossible. What is involved with the appeal & where on the website can I find the paperwork?
Thank you.

Toni Habermann
Account Manager
Kieffer & Co., Inc.
3322 Washington Ave.
Sheboygan, WI 53081
Direct Phone: 920-453-4167
Direct Fax: 920-451-3362
thabermann@kieffersigns.com

From: Paula Blise [mailto:pblise@kenosha.org]
Sent: Tuesday, April 12, 2011 10:45 AM
To: Habermann, Toni
Subject: Shopko Pylon Sign

Good morning,

Please be advised that a sign permit to replace the sign faces (within the pre-existing cabinet) has been approved. Based on the attached photograph, which was taken this a.m., it appears that the entire cabinet is being replaced.

The sign is nonconforming and replacement of the cabinet structure is not permitted. Please cease work immediately to circumvent penalties. If you wish to proceed with this project, an appeal to the City of Kenosha Common



City of Kenosha
 Department of Neighborhood Services and Inspections
 625 52nd Street, Room 100, Kenosha, WI 53140
 Phone: 262.653.4263, Fax: 262.653.4254

APPLICATION FOR SIGN PERMIT

This document must be legible or will be returned.

2/4/11
 146865
 Approval (PS)
 rec'd JGMP 2/14/11

Project Address 5300 52nd St Contractor's e-mail address thabermann@kiefersigns.com
 Project Name ShopKo Contractor Kieffer & Co. Inc.
 Mailing Address 700 Pilgrim Way Mailing Address 3322 Washington Ave.
 City Green Bay State WI Zip 54307 City Sheboygan State WI Zip 53081
 Phone (920) 429-7180 Phone (920) 453-4167

Estimated Cost # 2500.00 /
 (include structural / electrical costs)
 Size 8'-4" by 24' Sq. Ft. 200 Number of Sign Faces 2
 (calculate total surface area for monument signs)
 Setbacks (required for ground signs): Front 25' Rear 585' Left 273' Right 330' Height 35'
 CHECK ONE (Sign Type): Wall _____ Pole/Ground Mounted Monument _____ Projecting _____
 Face Replacements Unified Business Center Sign _____ Canopy/Awning _____ Wall Banner _____
 List all existing signs on subject property: Wall cabinet, lot set, ground sign

Office Use Only:		
DESCRIPTION	PRICE PER UNIT	QUANTITY
PER SQ. FT. PER SIGN FACE	\$ 1.20 per sq. ft.	<u>200</u>
SIGN MINIMUM FEE	\$ 90.00	<u>240</u>

CHECK ONE: Illuminated: Yes No Electrical Connections: Yes No
 Indicate type of electrical work Existing N/A Office Use Only:
 Contractor Name: N/A
 Address: _____
 City, State, Zip: _____
 Phone Number: () _____

Office Use Only:		
DESCRIPTION	PRICE PER UNIT	QUANTITY
MINIMUM ELECTRICAL FEE	\$ 90.00 Ea.	_____

n/a



Zimbra

pblise@kenosha.org

± Font size ±

Shopko Pylon Sign

From : Paula Blise <pblise@kenosha.org>

Tue, Apr 12, 2011 10:39 AM

Subject : Shopko Pylon Sign

📎 1 attachment

To : thabermann@kieffesigns.com**Cc :** Jesse Downing

<JLDowning@wi.rr.com>, Paula Blise

<pblise@kenosha.org>, Paula Blise

<pblise@kenosha.org>, Gail Rohde

<grohde@kenosha.org>

Reply To : Paula Blise <pblise@kenosha.org>

Good morning,

Please be advised that a sign permit to replace the sign faces (within the pre-existing cabinet) has been approved. Based on the attached photograph, which was taken this a.m., it appears that the entire cabinet is being replaced.

The sign is nonconforming and replacement of the cabinet structure is not permitted. Please cease work immediately to circumvent penalties. If you wish to proceed with this project, an appeal to the City of Kenosha Common Council shall be required.

Please contact me as soon as possible to discuss this matter.

Thank you,

Paula

Paula A. Blise, MBA, CCEA

City of Kenosha Zoning Coordinator

Dept. of Neighborhood Services & Inspections

625-52nd Street, Room 100, Kenosha, WI 53140

Phone: 262.653.4263 Fax: 262.653.4254

Zimbra

pblise@kenosna.org

± Font size ±

RE: Shopko Pylon Sign

From : Toni Habermann
<thabermann@kieffersigns.com>

Tue, Apr 12, 2011 11:03 AM

Subject : RE: Shopko Pylon Sign

To : Paula Blise <pblise@kenosha.org>

We had tried replacing those faces on that pylon & it was impossible. What is involved with the appeal & where on the website can I find the paperwork?
Thank you.

Toni Habermann
Account Manager
Kieffer & Co., Inc.
3322 Washington Ave.
Sheboygan, WI 53081
Direct Phone: 920-453-4167
Direct Fax: 920-451-3362
thabermann@kieffersigns.com

From: Paula Blise [mailto:pblise@kenosha.org]
Sent: Tuesday, April 12, 2011 10:45 AM
To: Habermann, Toni
Subject: Shopko Pylon Sign

Good morning,

Please be advised that a sign permit to replace the sign faces (within the pre-existing cabinet) has been approved. Based on the attached photograph, which was taken this a.m., it appears that the entire cabinet is being replaced.

The sign is nonconforming and replacement of the cabinet structure is not permitted. Please cease work immediately to circumvent penalties. If you wish to proceed with this project, an appeal to the City of Kenosha Common

May 26, 2011

City of Kenosha
Department of Neighborhood Services
& Inspections
625 52nd Street
Kenosha WI 53140

RE: Appeal to Common Council / Shopko pylon sign

To :

Kieffer & Co., Inc. is requesting an appeal on behalf of Shopko Stores Inc., to maintain their existing pylon sign, but with a new cabinet at 200 sq ft., mounted to the structures. This cabinet would be the exact same size as the existing cabinet. We have made prior efforts to try and replace the faces on this cabinet, but with age, weathering, wear and tear, this sign can no longer hold a replacement face. The cabinet itself is completely beyond repair.

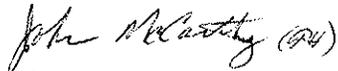
The existing pylon sign which is approximately 30-35' has provided great identification for motorists for many years as they are driving by or also for individuals who are searching for it as they are driving down 52nd Street. This store sits 585' or more back from the street. When driving down 52nd Street, it is much easier to see the pylon and realize that Shopko is coming up soon. But when one is not looking up ahead, he/she can easily drive right past and end up turning around. The pylon would continue to be a help for Shopko's identification but will also continue to be a great help for members of the community and visitors to find this business the same way Wendy's, Midas and Walmart reach out to their customers and community with their pylon signs.

Not only would the cabinet be replaced with a completely new and fresh appearance, we would also be painting the structures to coincide with the facelift the building is getting with a new logo which will be back lit, freshly painted building, freshened up Pharmacy cabinet and directional. The new look will enhance this Kenosha neighborhood and make it even more inviting.

Shopko has been a very long member of Kenosha's business community and hope you consider an approval on this appeal to maintain Shopko's image as is within the City of Kenosha.

Thank you for your assistance in this matter.

Sincerely,



John McCarthy
Sales Manager
Kieffer & Co., Inc.
3322 Washington Ave.
Sheboygan, WI 53081

SHOPKO[®]

my life. my style. my store.

Direct Dial: (920) 429-7543

E-mail Address: Peter.Vandenhouten@shopko.com

April 19, 2011

Mr. John McCarthy
Kieffer & Co., Inc.
585 Bond Street
Lincolnshire, IL 60069

RE: Shopko #031 – 5300 52nd Street, Kenosha, WI
Owner – Spirit SPE Portfolio 2006-1 LLC
Tenant – Shopko Stores Operating Co., LLC

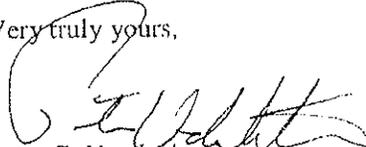
Dear Mr. McCarthy:

Pursuant to the Master Lease dated May 31, 2006, by and between Spirit SPE Portfolio 2006-1, LLC and Shopko Stores Operating Co., LLC (hereafter "Shopko"), Shopko has, "the sole and complete right and authority, without Landlord's consent or approval..., to alter or change each Property Location in any way, including, without limitation, ...adding additional signage...".

Pursuant to this language, Shopko hereby gives permission to Kieffer & Co., Inc. to complete any permit applications for new exterior signage to be installed at the above mentioned store.

If you have any questions in regard to this matter, please contact me.

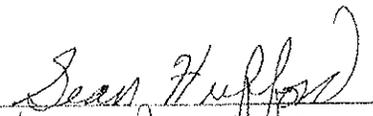
Very truly yours,


Peter G. Vandenhouten
SVP-General Counsel

Acknowledged:

Spirit SPE Portfolio 2006-1, LLC

By:


Vice President

700 Pilgrim Way ■ PO Box 19060 ■ Green Bay, WI 54307-9060 ■ 920.497.2211

CITY OF KENOSHA
DEPARTMENT OF NEIGHBORHOOD SERVICES AND INSPECTIONS

CHAPTER 15 - SIGN ORDINANCE
APPEALS / SPECIAL EXCEPTIONS TO COMMON COUNCIL
APPLICATION FORM

625 52nd Street Kenosha, WI 53140 Telephone: 262.653.4263

OWNER Sprint SPE Portfolio 2006-7 LLC PHONE NUMBER 480-606-0820

ADDRESS 14631 N. Scottsdale Rd. Suite 200 Scottsdale AZ 85254-2711

If the applicant is other than the property owner, a notarized signature of the property owner authorizing the applicant to act on his/her behalf is required

APPLICANT Kreffer & Co. Inc. PHONE NUMBER 920-453-4167

ADDRESS 3322 Washington Ave. Sheboygan WI 53081

ADDRESS OF SPECIAL EXCEPTION REQUEST 5300 52nd St.
(If the property is undeveloped, a parcel number is required)

SPECIFIC SPECIAL EXCEPTION USE BEING REQUESTED Request to maintain

existing pylon sign. Replace existing cabinet with a new cabinet.
to existing structures

Attach the necessary supplemental forms as defined in the
"SPECIAL EXCEPTION APPLICATION INSTRUCTIONS"

Documentation: On a separate sheet(s) of paper, a full justification of your request is required.

I hereby authorize City of Kenosha's staff and elected officials to inspect the premises of the above-described property. I hereby affirm that all statements herein and attached hereto are true and correct to the best of my knowledge and belief.

Kreffer & Co. Inc.
SIGNATURE (Owner or Agent for Owner)

5/26/11
DATE

FOR OFFICIAL USE ONLY

Date Filed _____ Receipt Number _____







RENEWAL Beer/Liquor License Police Record Report
Applicant Information

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID	Westown of Kenosha, Inc, Sameer A. Ali, Agent	2/13/69

Trade Name & Address:	License Type:
Westown Foods & Liquor, 3203 60th St	Class "A" Beer & "Class A" Liquor

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
10-30-10	LIQUOR, SELL TO MINOR Case 10162648 BT Plead Guilty #1111858 - Issa Al-Ashi	DISMISSED BT GUILTY	N/A	20
12-22-10	LIQUOR, SELL TO MINOR Case 10186483 BT Plead Guilty #1217308 - Tracy jesperson	DISMISSED BT GUILTY	NA	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	Van Aken & Associates, Inc, Chris Van Aken, Agent	3/28/63

Trade Name & Address:	License Type:
Wingstop, 5901 75th St Ste 150	Class "B" Beer

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
09-26-09	LIQUOR, LICENSE VIOLATION	GUILTY	N	
04/09/11	NO OPERATOR LICENSE 04/29/11 Arraignment	PENDING	N	20

City Attorney Recommendation:

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

*Offense not listed = 25 demerit points.

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

City Attorney Comments:

10-11 Approved subject to 50 pts.
***False Application – didn't list 04/09/11 as pending**
***09/26/09 not listed on Aux. Quest.**

RENEWAL Beer/Liquor License Police Record Report
Applicant Information

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID	Hernandez Lomeli, Inc, Argelia Hernandez, Agent	3/7/77

Trade Name & Address:	License Type:
Los Compadres, 3935 52nd St	Class "B" Beer/"Class B" Liquor

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
01-30-09	LIQUOR, LICENSE VIOLATION 08-09 09-10 More than 730 days	GUILTY		--

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
	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: 05/19/11 – Company has been administratively dissolved. Aux. Questionnaire is corrected.		

RENEWAL Beer/Liquor License Police Record Report
Applicant Information

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID	Jackie's Sports Den, LLC, Jacky Hill, Agent	7/25/45

Trade Name & Address:	License Type:
Denny's Sports Den, 5521 Washington Rd	Class "B" Beer/"Class B" Liquor

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
01-06-09	LIQUOR, VIOLATION OTHER 730 Days	GUILTY	Y	N/A
04-07-09	LIQUOR, MINOR LOITER IN TAVERN 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.

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	Boat House Pub & Eatery, Inc, James Matzur, Agent	10/8/45

Trade Name & Address:	License Type:
Boat House Pub & Eatery, 4917 7th Ave	Class "B" Beer/ "Class B" Liquor

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
04-01-08	LIQUOR LICENSE VIOLATION 730 Days	DISMISSED		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.

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	James M Pruett	4/22/59

Trade Name & Address:	License Type:
Interlude II Bar & Grill, 514 57th St	Class "B" Beer/"Class B" Liquor

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
02-06-10	LIQUOR, VIOLATION OTHER 1149439	GUILTY	Corrected	20
07-07-10	LIQUOR, VIOLATION OTHER 1207303 10-1000008 dismissed	DISMISSED	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.

Grant, Subject to	Demerit Points
DENY, based on material police record (substantially related to the license activity)	
DENY, based on material police record (substantially related to the license activity) & false application	
City Attorney Comments:	
*10-11 Renewal subject to 15 pts.	

RENEWAL Beer/Liquor License Police Record Report
Applicant Information

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID	RP Consulting, LLC, Pritesh Patel, Agent	11/29/75

Trade Name & Address:	License Type:
Lotus Sports Bar, 3216 60th St	Class "B" Beer/"Class B" Liquor

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
03-06-11	LIQUOR, MINOR LOITER IN TAVERN N1218465 Pretrial 05/10/11	DISPO PENDING	Y Corrected	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:
False application needs to be corrected.
Not listed on application, see #6a.
Not listed on Aux. Quest., see #3

**RENEWAL Beer/Liquor License Police Record Report
Applicant Information**

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID	Olive Tree Restaurant Inc, Steve Vassilopoulos, Agent	2/21/45

Trade Name & Address:	License Type:
Olive Tree Restaurant, 5800 6th Ave	Class "B" Beer/"Class B" Liquor

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
08-06-10	FAILURE TO MAINTAIN FOOD AT SAFE TEMP 2010FO1222	GUILTY	Y	20
	10-11 Renewal subject to 0 pts.			

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	Carl & Doug's Bar LLC, Shirley Weber, Agent	11/8/56

Trade Name & Address:	License Type:
Carl & Doug's Bar, 2405 63rd St	Class "B" Beer/"Class B" Liquor

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
06-14-07	DRIVING WHILE INTOXICATED	DISPO PENDING	Y N/A	
06-14-07	OPERATING M/V WITH PAC	DISMISSED	N/A	
12-17-07	LIQUOR, LICENSE VIOLATION	DISMISSED	N/A	
09-21-10	CITY CODE VIOLATION – Obstruct View Interior (Ch. 10) 1198596	GUILTY	Y Corrected	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	Blazin Wings Inc, Daniel Collicott, Agnet	8/30/71

Trade Name & Address:	License Type:
Buffalo Wild Wings Grill & Bar, 7127 120th Ave	Class "B" Beer/"Class B" Liquor

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
05-28-10	LIQUOR,LICENSE VIOLATION 1198391	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.

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	Judith Greno	8/15/47

Trade Name & Address:	License Type:
Puzzle House, 4224 7th Ave	Class "B" Beer/"Class B" Liquor

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
08-12-09	IMPLIED CONSENT	GUILTY	Y)) ---- Same	20
08-12-09	OPERATING WHILE INTOXICATED	GUILTY	Y)	
			Corrected	

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	KET, LLC, Craig Colmer, Agent	7/14/63

Trade Name & Address:	License Type:
Tailgators, 4706-75th St	Class "B" Beer/"Class B" Liquor

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
02-21-11	LIQUOR,LICENSE VIOLATION N1218113	GUILTY DEFAULT	Y	40
09/09/10	HEALTH ORDINANCE 2010 FO 1455	GUILTY		20
09/02/10	HEALTH ORDINANCE 2010 FO 1411	GUILTY		20

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:			
10-11 subject to 0 points.			

RENEWAL Beer/Liquor License Police Record Report
Applicant Information

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID	PJ'S Entertainment LLC, Patrick Metzger, Agent	10/23/60

Trade Name & Address:	License Type:
PJ's Cabin Fever Bar & Grill, 8249 Sheridan Rd	Class "B" Beer/"Class B" Liquor

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
10-28-08	LIQUOR,LICENSE VIOLATION	DISMISSED		N/A
01-30-10	LIQUOR,MINOR LOITER IN TAVERN	GUILTY	Y	40 pts. At Council

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	Las Cazuelas Mexican Grill, LLC, Sylvia Delagarza, Agent	1/25/73

Trade Name & Address:	License Type:
Las Cazuelas Mexican Grill, 2200-60th St	Class "B" Beer/"Class B" Liquor

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
06-05-08	LIQUOR,VIOLATION OTHER	GUILTY	Y	*
02-28-09	LIQUOR,LICENSE VIOLATION	GUILTY	Y	*
06-14-09	LIQUOR,VIOLATION OTHER	GUILTY	Y	*
12-05-09	LIQUOR,MINOR LOITER IN TAVERN	GUILTY	Y	*
12-26-09	DC/LOUD MUSIC	GUILTY	Y	*
01-10-10	LIQUOR,VIOLATION OTHER	GUILTY	Y	*
02-12-10	DC/LOUD MUSIC	GUILTY	Y	*
02-13-10	LIQUOR,VIOLATION OTHER	GUILTY	Y	*
02-15-10	DC/LOUD MUSIC	GUILTY	Y	*
05-16-10	LIQUOR,VIOLATION OTHER	DISMISSED		*
06-20-10	LIQUOR,MINOR LOITER IN TAVERN	GUILTY	Y	*

City Attorney Recommendation:

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

*Offense not listed = 25 demerit points.

X	Grant, Subject to	TBD	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:

***ALL SUBJECT TO REVOCATION HEARING 15 DAY SUSPENSION**

COPY

COMMON COUNCIL
CITY OF KENOSHA, WISCONSIN

In The Matter Of:

The Class "B" Beer/Class "B" Liquor Combination License of La Cazuelas Mexican Grill,
LLC, Sylvia Delagarza, Agent

ORDER OF SUSPENSION

The recommendation of the Licensing/Permit Committee to revoke the Combination Class "B"/Class "B" Liquor License issued to La Cazuelas Mexican Grill, LLC, Sylvia Delagarza, Agent, came on for a hearing before the Common Council for the City of Kenosha on Monday March 21, 2011;

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

The attorney nor the agent for the Licensee, La Cazuelas Mexican Grill, LLC, Sylvia Delagarza, appeared;

On March 14, 2011, the Licensing/Permit Committee adopted by unanimous vote of 5-0, written Findings of Fact, Conclusions of Law and Recommendation, that the Combination Class "B"/Class "B" Liquor License issued to La Cazuelas Mexican Grill, LLC, Sylvia Delagarza, Agent be suspended for a period of 15 consecutive days, beginning on the date an order is served

on Licensee, and that the terms of this suspension prohibit the sale of alcohol during the periods of 8:00 p.m. and 10:00 a.m. for the duration of the suspension.

Based on the approval of the Findings of Fact, Conclusions of Law and Recommendation by the Licensing/Permit Committee, the public hearing held in this matter, and the records on file in the office of the City Clerk/Treasurer/Assessor;

NOW THEREFORE, the Common Council for the City of Kenosha adopts by vote of 16 - 0 the Findings of Fact, Conclusions of Law and Recommendation of the Licensing/Permit Committee and hereby orders that effective the date noted below, the Combination Class "B"/Class "B" Liquor License issued to La Cazuelas Mexican Grill, LLC, Sylvia Delagarza, Agent be suspended for a period of 15 consecutive days, beginning on the date this order is served on Licensee, and that the terms of this suspension prohibit the sale of alcohol during the periods of 8:00 p.m. and 10:00 a.m. for the duration of the suspension. La Cazuelas Mexican Grill, LLC, Sylvia Delagarza, Agent, is further ordered and notified that the license, while being physically retained by the licensee, subject to suspension and the terms include herein, for the periods noted herein.

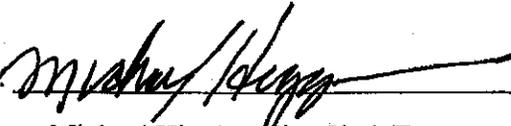
Dated at Kenosha, Wisconsin, on this 31st day of March, 2011.

CITY OF KENOSHA, WISCONSIN

By: 

Keith G. Bosman, Mayor

Date: 3-31-11

By: 

Michael Higgins, City Clerk/Treasurer/Assessor

Date: 3/31/11

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

Class "B" Beer"/Class B" Liquor

1	BRAT STOP INC	NORMA RASMUSSEN	BRAT STOP	12304-75TH ST
2	HIGHWAY MIKE'S REAL ESTATE, LLC	DAVID SCHULTE	UNCLE MIKE'S HIGHWAY PUB	6611-120TH AVE

RENEWAL Beer/Liquor License Police Record Report
Applicant Information

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID	Rajo Miraz Restaurant Inc, Orlando Jaimes, Agent	11/2/61

Trade Name & Address:	License Type:
Miraz Restaurant, 7500 Sheridan Rd	Class "B" Beer/"Class C" Wine

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
01-07-11	FAILURE TO MAINTAIN RESTAURANT IN CLEAN MANNER 2011FO000025	GUILTY	N	20

City Attorney Recommendation:

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

*Offense not listed = 25 demerit points.

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

City Attorney Comments:

10-11 Renewed 0 Pts.
Failed to list violation on application and Aux. Quest.

RENEWAL Beer/Liquor License Police Record Report
Applicant Information

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID	Fonte Food Market, LLC, Mustafa I Mustafa, Agent	5/5/84

Trade Name & Address:	License Type:
Fonte Food Market, 1400 50th St	Class "A" Beer

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
10-15-07	BATTERY/DV	DISPO PENDING		--
10-25-07	FRAUD/OTHER	GUILTY		--
			Corrected 05/09/11	

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.

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:			
LAST YEAR GRANTED - 0 PTS.			
Did not complete question #2. Needs to correct application to proceed. No violations.			
*Corp. has received Notice of Admin. Dissolution, will be dissolved if they fail to update.			

RENEWAL Beer/Liquor License Police Record Report
Applicant Information

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID	Speedway SuperAmerica LLC, Carla Sappington, Agent	1/30/70

Old name Amended 02/17/11

Trade Name & Address:	License Type:
Speedway #7434, 5959-75th St	Class "A" Beer

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
04-19-09	LIQUOR,SELL TO MINOR 730 days	DISMISSED		N/A
10-23-10	LIQUOR,LICENSE VIOLATION 10159008 CITATION ISSUED TO LLC	DISMISSED	Y Corrected	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:

Citation not listed on original application.

**RENEWAL Beer/Liquor License Police Record Report
Applicant Information**

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID	Aldi, Inc, Michelle Bonner, Agent	3/1/68

Trade Name & Address:	License Type:
Aldi #96, 6404 75th St	Class "A" Beer

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
03/31/11	SALE TO MINOR - Issued to prior Agent Joseph Quarino BT Allce Roberts Case No. 11042332	PENDING	N/A	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.

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

City Attorney Comments:
Failed to list violation on original application.

List of No Adverse Caberets for the L/P meeting of 5/9/11 (2011-2012 Term)

	LICENSEE NAME	TRADE NAME	TRADE ADDRESS
1	HIGHWAY MIKE'S REAL ESTAE LLC	UNCLE MIKE'S HIGHWAY PUB	6611-120TH AVE
2	MISTER GS OF KENOSHA INC	BIG DADDY'S SPORTS LOUNGE	3214-60TH ST
3	PJ'S ENTERTAINMENT, LLC	PJ'S CABIN FEVER BAR & GRILL	8249 SHERIDAN RD

APPLICATION FOR PEDDLER STAND
CITY OF KENOSHA

TERM: October 1 through September 30*

(the location shall be sent for renewal unless an amendment is filed to relocate)

13.035 PEDDLER'S STANDS AND OTHER STRUCTURES AS OBSTRUCTIONS

No person, firm, party or corporation shall place or maintain a stand or structure from which peddling, as defined in §13.03, Ordinances, is engaged in or which are used for any other purposes, upon any City property, including street rights-of-way, sidewalks and lawn park areas, without first having obtained permission of the Common Council.

Type: 129

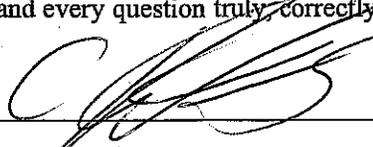
Fee: \$100.00/application

1. Applicant Name Constantinos Katris
2. Attach a copy of Driver's License or ID. *Check here if attached
3. a. Residence Address (Address, City, State, Zip) 496 Devin Dr Antioch, IL 60002
b. Phone Number (Including Area Code) 224 440 9169
4. Business Name & Address Doggy and Friends 3300 Sheridan Rd Kenosha, WI 53410
5. Location of Stand Kenosha Parks (Simmons Island)
6. Is stand located in City park? Yes No If answer is yes, attach approved park use agreement between applicant and the City of Kenosha Parks Department.
7. Date(s) stand will operate: 5/27 - 9/30
8. Hours of operation (Peddling is permitted at a stand location between the hours of 9:00 a.m. and 8:00 p.m.):
10:00 am - 6:00 pm
9. Describe the food, beverages, merchandise or services to be sold: Hot Dogs, Italian Beers, salad, fruit cups, soft drinks, candy, sun screen, sun glasses.
10. Are you Selling Food? Yes If selling food, a Copy of your Kenosha County Food permit must be attached to this application. *Check here if attached

*Term. An approved location shall be limited to thirty (30) consecutive days. Each stand may be relocated subject to the filing of an amendment during the term of the permit and upon Common Council approval.

I hereby appoint the municipal clerk for the City of Kenosha or his/her agent to accept service of process in any civil action brought against me in connection with direct sales activities if I cannot, after reasonable effort, be personally served. I have read and understand the "Applicants Please Read" section of this application. I hereby certify that I am the applicant named in the foregoing application, and I have read each and every question and answered each and every question truly, correctly and completely, under penalty of law for failure to do so.

Applicant's Signature



Date:

5/17/2011

To be completed by Clerk:

Date Received and Filed

5/19/11

Reported to Council/Granted

Issued

Initials

Park Use Agreement Required?

Yes

If yes, is it attached?

Common Council Agenda Item # C.9.

Zimbra

kforsberg@kenosha.org

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Re: Peddler's Stand/Park Use Agreement - Dino Katris

From : Jeff Warnock <jwarnock@kenosha.org>

Thu, May 19, 2011 01:57 PM

Subject : Re: Peddler's Stand/Park Use Agreement - Dino Katris**To :** Karen Forsberg <kforsberg@kenosha.org>**Cc :** Diane Trotta <dtrotta@kenosha.org>

Karen,

Mr. Katris requested the ability to sell hotdogs along the lakefront in various park locations, this was approved by the Park Commission. If Mr. Katris wants to have stationary stands along with moving carts he should get both a peddlers stand permit and a regular peddlers permit.

Jeff

----- Original Message -----

From: "Karen Forsberg" <kforsberg@kenosha.org>**To:** "Jeff Warnock" <jwarnock@kenosha.org>**Cc:** "Mike Higgins" <mhiggins@kenosha.org>, "Diane Hoff" <dhoff@kenosha.org>**Sent:** Thursday, May 19, 2011 10:48:11 AM**Subject:** Peddler's Stand/Park Use Agreement - Dino Katris

Good Morning Jeff:

As discussed during our telephone conversation yesterday afternoon, you will be providing me a copy of an agreement or something in writing that indicates Mr. Katris has permission to set up his stands at the lakefront parks. The documentation previously sent to me only indicates "Pennoyer" on one page and "various" on another.

Please provide at your earliest convenience, as we will need this for Common Council backup with the peddlers stand applications. Thank you for your assistance.

Karen Forsberg, Cashier/License Clerk
City Clerk's Office
262-653-4020



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

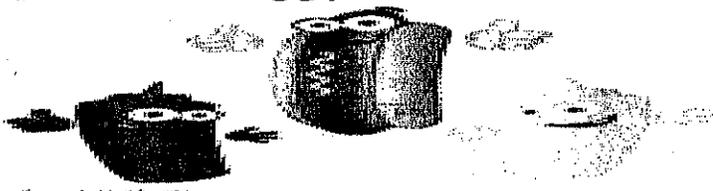
May 5, 2011

TO: Chairman Orth, Board of Park Commissioners
FROM: Jeff Warnock, Park Superintendent
RE: Doggy and Friends Mobile Hot Dog Stand

A proposal has been received for Doggy and Friends Mobile Hot Dog Stand to provide vending services for the lakefront from Memorial Day to Labor Day. The main location would be in Pennoyer Park. The stand would operate from 10:30 am to 6:00 pm, with additional hours of operation when added for special events and when needed to serve the general public.

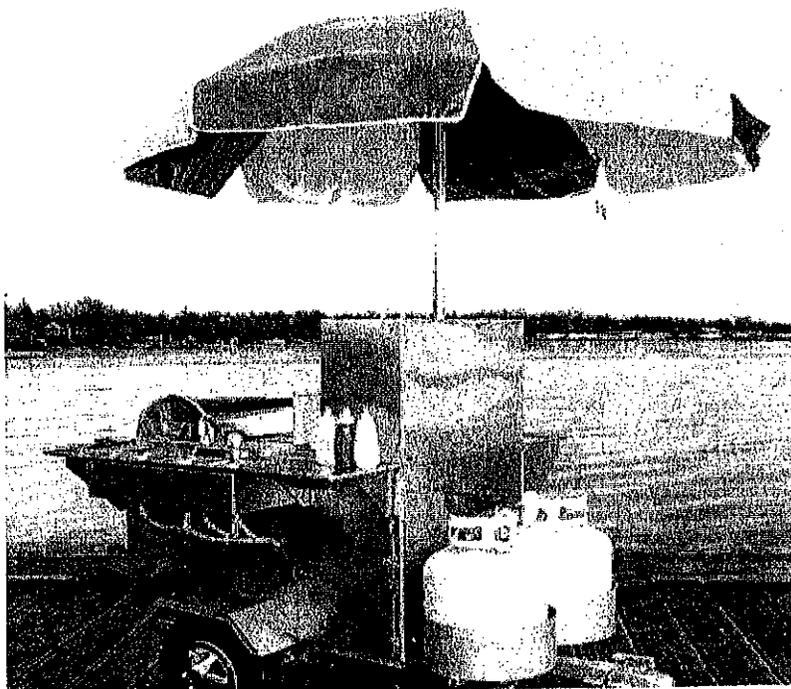
Recommendation: Staff recommends approval of this request contingent upon proper permits are obtained from the City and the Health Department.

Proposal for: Doggy and friends



Mobile Hot Dog Stand

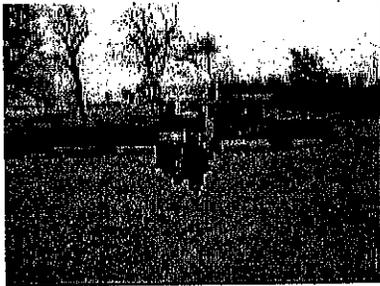
Hello, my name is Dino Katris. I am here before you today to request permission to vend hot dogs, snacks, and beverages in your city parks. I believe that this service will be a great ancillary for our beaches. The unit that I would be using, if approved, would be a new 2011 New Yorker with grill. This is an all stainless steel and NSF approved unit with easy mobility. The cart can be transported by car or pushed by hand. One unit has three sinks on board, hot and cold water, and meets all of the standards of the Kenosha Health Department.



The stand would be operating from 10:30 in the morning to 6:00 o'clock in the evening, as well as on Thursday nights for the Pavilion guests. I would like to operate from Memorial Day to Labor Day, seven days a week. It will be nice to know that when you do go to the beach in Kenosha, food and drinks are available no matter what part of the beach you are at.

The maintenance and cleaning of the cart will be done in Kenosha, at La Fogata Mexican grill. The cart will be cleaned every evening, which is close to the beach, and all of the proper cleaning supplies are on hand.

The location that I have selected to conduct my services at, if approved, would be in Pennoyer Park in between the children's playground park and Pavilion. Here is a photo of what the stand would look like in that specific location.



Here are the unit's dimensions:

Cart Body Dimensions 24 in. wide x 40 in. long x 24 in. high
Dimensions on Trailer 39 in wide x 76 in. long x 54 in. high
D.O.T. Compliance Highway rated trailer with 1/2 ton suspension.
NSF compliance available at extra cost
Electrical Brake and signal lights plus trailer wiring harness installed.
Cart Body 18 Gauge Stainless Steel.
Under Carriage Highway Tires plus 1 Caster Wheel
Cart Weight 250 lbs. (115 Kg) approx. empty
Security Brass vibration proof cam locks.
Sinks 3 sinks standard, extra can be added
Fresh Water Tank 5 gallons.
Waste Water Tank 7 gallons.

Cart Body Dimensions 24 in. wide x 40 in. long x 24 in. high
Dimensions on Trailer 39 in wide x 76 in. long x 54 in. high
D.O.T. Compliance Highway rated trailer with 1/2 ton suspension.
NSF compliance available at extra cost
Electrical Brake and signal lights plus trailer wiring harness installed.
Cart Body 18 Gauge Stainless Steel.
Under Carriage Highway Tires plus 1 Caster Wheel
Cart Weight 250 lbs. (115 Kg) approx. empty
Security Brass vibration proof cam locks.
Sinks 3 sinks standard, extra can be added
Fresh Water Tank 5 gallons.
Waste Water Tank 7 gallons.

If approved, I will only carry quality products (Vienna Beef) hotdogs, chips, sodas, water, and candy at family, friendly prices. Times are hard and budgets are even tougher. I believe everyone deserves a relaxing day with their family at the beach and I think Doggy and Friends Mobile Hot Dog Stand would make it that much better. In conclusion, I would like to thank you all for your time and consideration.

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

10. Describe in detail the type of entertainment to be provided: Jazz piano player - indoors

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

STATE OF WISCONSIN)

COUNTY OF KENOSHA)

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

Bonnie Limer
Applicant's Signature (Individual/Partner/President)

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

Subscribed and sworn to before me this 24 day of May, 2011

Dore S HOPF
Notary Public

My commission expires 3/15/15

FOR OFFICE USE ONLY

Date Filed/Received 6/2/11

PP _____

CERTIFICATION BY THE CITY CLERK'S OFFICE

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

Signature: _____

Title: _____

APPLICANT'S REPORT - POLICE RECORD

Name BONNIE Mirkiewicz

Address 7738 6th Ave

Date of Birth 07-08-1962

License/Permit Applied For Public Entertainer

Driver's License Number Illinois M622-0726-2794

(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:

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

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

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

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:

Speedy ticket WI

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:

MANOR Care Palms Heights DC

Rainbow Beach Care Center - 773-731-7300

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

8825 W 92nd Place Hickory Hills IL 60457

Applicant's Signature Bonnie Smey

Date 5/24/11

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.

Zimbra

dhoff@kenosha.org

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Public Entertainment

From : Kelly Andreoli <kma360@kenoshapolice.com>

Fri, Jun 03, 2011 10:01 AM

Subject: Public Entertainment

To : dhoff@kenosha.org

Per AC Brydges, there are no adverse recommendations for a Public Entertainment license for Bonnie Mirkiewicz of Forever Grateful, 5000-7th Avenue, for June 11, 2011.

Kelly M. Andreoli
Clerical Supervisor
Kenosha Police Department
1000-55th Street
Kenosha, WI 53140
(262) 605-5237

ORDINANCE NO. _____

**BY: ALDERPERSON DANIEL PROZANSKI, JR.
ALDERPERSON JAN MICHALSKI
ALDERPERSON LAWRENCE F. GREEN
ALDERPERSON MICHAEL ORTH**

**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"**

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

Section One: Sections 7.201, 7.21, 7.22, and 7.23 of the Code of General Ordinances for the City of Kenosha, Wisconsin, are hereby renumbered as Sections 7.23, 7.26, 7.25, and 7.24 respectively.

Section Two: Section 7.22 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby created as follows:

7.22 CELL PHONE USE WHILE DRIVING

A. Definitions as used in this Section, the term:

1. **"Electronic Sound-producing Device"** means a portable media player, radio integral with a motor vehicle, or Wireless Telecommunications Device.
2. **"Engage in a wireless communication"** means talking; writing, sending, or reading a text-based communication, which text-based communications include, but are not limited to, text messaging, instant messaging, or emailing; or listening on a Wireless Telecommunications Device.
3. **"Hands-free mode"** means the use of a wireless communications device with a speaker phone, headset, or earpiece.
4. **"Headphones"** mean a pair of small loudspeakers with a means of holding them close to a user's ears and a means of connecting, either physically or remotely, to a signal source such as an audio amplifier, radio or compact disc player, which term headphone includes, but is not limited

to, stereophones, headsets, earphones, or earbuds.

5. “Wireless Telecommunications Device” means a cellular telephone, a text-messaging device, a personal digital assistant, a stand alone computer, or any other substantially similar wireless device that is used to initiate or receive a wireless communication with another person. It does not include hearing aids, citizens band radios, citizens band radio hybrids, commercial two-way radio communication devices, subscription-based emergency communications, in-vehicle security, navigation, and remote diagnostics systems or amateur or ham radio devices.

B. Prohibitions

1. No person may operate a moving motor vehicle on any highway within this City while holding a wireless communications device to his or her ear while either:

a. passing the school zones that are subject to regulation pursuant to §118.08(1) of the Wisconsin Statutes; or

b. passing through a construction area or a utility work area that would otherwise subject the operator of a motor vehicle to increased forfeitures for excessive speeds pursuant to § 346.60(3m) of the Wisconsin Statutes, regardless of the speed at which the person was traveling.

2. No person who has an instruction permit or who has a Class D license and is under 19 years of age may operate a motor vehicle on any highway within this City while engaging in a wireless communication using a Wireless Telecommunications Device, while engaging in Internet interaction, while engaging cell-phone applications, or while engaging an Electronic Sound-producing Device through the use of two headphones covering or within both ear canals.

3. No person may operate a transit or for-hire motor vehicle on any highway within this City while engaging in a wireless communication using a Wireless Telecommunications Device, engaging in Internet interaction, or engaging cell-phone applications.

C. Exceptions

1. The prohibitions of this Subsection B shall not apply to a person who engages in a wireless communication using a Wireless Telecommunications Device:

a. To report a traffic accident, medical emergency, or serious road hazard;

b. To report a situation in which the person believes his or her personal safety is in jeopardy;

c. To report or avert illegal activity; or

d. To engage in a wireless communication while the motor vehicle is lawfully parked; or

e. While operating an authorized emergency vehicle, or a tow truck that is responding to a disabled vehicle.

2. The prohibitions of paragraph B.1 shall not apply to a person who engages in a wireless communication using a Wireless Telecommunications Device:

a. in hands-free mode; or

b. to relay information that is time sensitive between a transit or for-hire operator and that operator's dispatcher, in which the device is permanently affixed to the vehicle.

D. Primary Enforcement Authorized

Upon probable cause, a law enforcement officer may stop a vehicle wherein a violation of this section has been occurring.

E. Penalties. Any person who violates this Section shall, upon conviction thereof, be subject to a forfeiture of One Hundred Fifty (\$150.00) Dollars for the first violation, and One Hundred Fifty (\$150.00) Dollars for the second and all subsequent violations, together with the costs of prosecution, surcharges, penalties, and fees and in default of payment thereof, shall be committed to the County Jail for a period not to exceed ninety (90) days. Any person who violates this Section, resulting in a traffic accident, shall, upon conviction, be subject to a forfeiture of Five Hundred (\$500.00) Dollars, together with costs of prosecution, surcharges, penalties, and fees and in default of payment thereof, shall be committed to the County Jail for a period not to exceed ninety (90) days.

Section 3: This Ordinance shall become effective on January 1, 2012, after passage and publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

DRAFT 03.23.11

03.28.11 L/P COMMITTEE

05.09.11 L/P COMMITTEE

05/16/11 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) ten (10)~~ days after the report is submitted.

d.e. 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 of more than Twenty-Five Dollars (\$25.00) made by a secondhand article dealer or secondhand jewelry dealer for the purchase of any secondhand 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.~~

c. All payments made by a secondhand jewelry dealer for the purchase of any jewelry shall be made by check or automated clearing house.

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

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) 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 §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 §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 twenty-one (21) days after the date of purchase or receipt.

c. Except as provided in §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 twenty-one (21) 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 ten (10) days after the report is submitted.

e. During the period set forth in §§a., b., 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.

f. 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. 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 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 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, 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 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. 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.

b. All payments of more than Twenty-Five Dollars (\$25.00) made by a secondhand article dealer for the purchase of any secondhand article shall be made by check or automated clearing house.

c. All payments made by a secondhand jewelry dealer for the purchase of any jewelry shall be made by check or automated clearing house.

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. _____

Proposed amendments by Sponsor

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. _____

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 twelve (12) 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

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**TO LEVY SPECIAL ASSESSMENTS AGAINST
BENEFITED PROPERTY BASED UPON FINAL
CONSTRUCTION COSTS RESPECTING
IMPROVEMENTS IN STREET RIGHT-OF-WAY
(sidewalks and/or driveway approaches)**

BE IT RESOLVED, by the Common Council of the City of Kenosha, Wisconsin that special assessments are levied against benefited property based upon final construction costs respecting improvements in street-of-way consisting of construction of sidewalks and/or driveway approaches for Project #10-1015 Resurfacing Phase II (26th Avenue – Lincoln Road to 75th Street) in the total amount of \$17,120.55, as shown by a report of the City Engineer filed in the office of the City Clerk of the City of Kenosha in accordance with the Final Resolution No. 09-10 authorizing such improvements in the street right-of-way.

Adopted this 6th day of June, 2011.

APPROVED:

Keith G. Bosman, Mayor

ATTEST:

Michael K. Higgins, City Clerk/Treasurer

ASSESSED S.F./LN.	TOTAL ASSESSMENT
PARCEL NUMBER LOT	126.000 \$601.02
04-122-12-105-002-0	
	6" DRV APP 126.00SF @ \$4.77 = \$601.02
PROPERTY ADDRESS	NUMBER OF SQUARES
G P REVOCABLE TRUST	
2529 075 ST	
MAIL TO ADDRESS	LEGAL DESCRIPTION
G P REVOCABLE TRUST	10432 W 13 FT OF LOT 70 & ALL
2017 75TH ST	OF LOT 71 GREATER KENOSHA LAND
KENOSHA, WI 53143	CO'S 1ST SUB PT OF NE 1/4 SEC
	12 T 1 R 22
	V 1416 P 575
	DOC#1083528
	DOC#1171275
	DOC#1311370

PARCEL NUMBER LOT	66.000 \$314.82
04-122-12-105-006-0	
	6" DRV APP 66.00SF @ \$4.77 = \$314.82
PROPERTY ADDRESS	NUMBER OF SQUARES
EDWARD & GRACE MEIER	
7531 026 AV	
MAIL TO ADDRESS	LEGAL DESCRIPTION
EDWARD & GRACE MEIER	LOT 75 GREATER KENOSHA LAND
7531 26TH AVE	CO'S 1ST SUB BEING PT OF NE
KENOSHA, WI 53143-5603	1/4 SEC 12 T 1 R 22

PARCEL NUMBER LOT	66.000 \$314.82
04-122-12-105-007-0	
	6" DRV APP 66.00SF @ \$4.77 = \$314.82
PROPERTY ADDRESS	NUMBER OF SQUARES
SHERYL A THRELKELD	
7537 026 AV	

MAIL TO ADDRESS	LEGAL DESCRIPTION
SHERYL A THRELKELD	LOT 76 GREATER KENOSHA LAND
7537 26TH AVE	CO'S 1ST SUB BEING PT OF NE
KENOSHA, WI 53143	1/4 SEC 12 T 1 R 22
	V 1110 P 846
	DOC #1241022

PARCEL NUMBER	LOT	182.000	\$850.14
04-122-12-151-014-0			
		4" CONC R-R	60.00SF @ \$4.47 = \$268.20
PROPERTY ADDRESS			6" CONC R-R 50.00SF @ \$4.77 = \$238.50
DIONNE M BOWMAN			6" DRV APP 72.00SF @ \$4.77 = \$343.44
7812 026 AV			NUMBER OF SQUARES 4
MAIL TO ADDRESS		LEGAL DESCRIPTION	
DIONNE M BOWMAN	LOT 896 GREATER KENOSHA LAND		
7812 26TH AVE	CO'S 3RD SUB BEING PT OF NE		
KENOSHA, WI 53143	1/4 SEC 12 T 1 R 22		
		V1406 P 352	
		V1685 P 667	
		DOC #976156	
		DOC#1030425	
		DOC#1431060	
		DOC#1523724	

PARCEL NUMBER	LOT	122.000	\$581.94
04-122-12-151-015-0			
		6" CONC R-R	50.00SF @ \$4.77 = \$238.50
PROPERTY ADDRESS			6" DRV APP 72.00SF @ \$4.77 = \$343.44
KURT UHLICH			NUMBER OF SQUARES 2
7806 026 AV			
MAIL TO ADDRESS		LEGAL DESCRIPTION	
KURT UHLICH	LOT 897 GREATER KENOSHA LAND		
7806 26TH AVE	CO'S 3RD SUB BEING PT OF NE		
KENOSHA, WI 53143-5608	1/4 SEC 12 T 1 R 22		

STREET TOTAL	3,705.00	\$17,120.55
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GRAND TOTALS PARCELS	33	FOOTAGE	3,705.000	TOTAL COST	\$17,120.55
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RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**TO LEVY SPECIAL ASSESSMENTS AGAINST
BENEFITED PROPERTY BASED UPON FINAL
CONSTRUCTION COSTS RESPECTING
IMPROVEMENTS IN STREET RIGHT-OF-WAY
(sidewalks and/or driveway approaches)**

BE IT RESOLVED, by the Common Council of the City of Kenosha, Wisconsin that special assessments are levied against benefited property based upon final construction costs respecting improvements in street-of-way consisting of construction of sidewalks and/or driveway approaches for Project #10-1016 Resurfacing Phase III (33rd Avenue - 60th Street to 55th Street, 22nd Avenue - 38th Street to 35th Street, 50th Avenue - 67th Street to 65th Street, 53rd Street - 26th Avenue to 22nd Avenue) in the total amount of \$48,305.12, as shown by a report of the City Engineer filed in the office of the City Clerk of the City of Kenosha in accordance with the Final Resolution Nos. 39-10 and 78-10 authorizing such improvements in the street right-of-way.

Adopted this 6th day of June, 2011.

APPROVED:

Keith G. Bosman, Mayor

ATTEST:

Michael K. Higgins, City Clerk/Treasurer

ASSESSED S.F./LN. PARCEL NUMBER LOT	TOTAL ASSESSMENT	
02-122-02-280-019-0	91.000	\$434.07
PROPERTY ADDRESS GRACE MARIE VALENTINE 6604 050 AV	6" CONC R-R 25.00SF @ \$4.77 = \$119.25 6" DRV APP 66.00SF @ \$4.77 = \$314.82 NUMBER OF SQUARES 1	
MAIL TO ADDRESS GRACE M VALENTINE 6604 50TH AVE KENOSHA, WI 53142-3101 DOC#1282838	LEGAL DESCRIPTION LOT 99 FOREST PARK HEIGHTS SUB PT NW 1/4 SEC 2 T 1 R 22 V 420 P 590	

PARCEL NUMBER LOT	116.000	\$553.32
02-122-02-280-020-0		
PROPERTY ADDRESS PETER A BEST & HYLly NANCY E BEST-B 6552 050 AV	6" CONC R-R 50.00SF @ \$4.77 = \$238.50 6" DRV APP 66.00SF @ \$4.77 = \$314.82 NUMBER OF SQUARES 2	
MAIL TO ADDRESS O M II & MARGUERITE W BEST 6552 50TH AVE KENOSHA, WI 53142-3173 DOC#1348808	LEGAL DESCRIPTION LOT 90 & 91 FOREST PARK SUB PT N 1/2 SEC 2 T 1 R 22 V 387 P 415	

PARCEL NUMBER LOT	91.000	\$426.57
02-122-02-280-021-0		
PROPERTY ADDRESS LARRY W & SUZANNE C PROSTKO 6542 050 AV	4" CONC R-R 25.00SF @ \$4.47 = \$111.75 6" DRV APP 66.00SF @ \$4.77 = \$314.82 NUMBER OF SQUARES 1	
MAIL TO ADDRESS LARRY W & SUZANNE C PROSTKO 6542 50TH AVE KENOSHA, WI 53142-3173	LEGAL DESCRIPTION LOT 89 FOREST PARK SUB BEING PT OF N 1/2 SEC 2 T 1 R 22 DOC#1150435	

PARCEL NUMBER LOT 125.000 \$573.75
07-222-25-176-020-0
PROPERTY ADDRESS 4" CONC R-R 75.00SF @ \$4.47 = \$335.25
GERALD J WOOD JR & SABRINA WOOD 6" CONC R-R 50.00SF @ \$4.77 = \$238.50
3562 022 AV NUMBER OF SQUARES 5

MAIL TO ADDRESS LEGAL DESCRIPTION
GERALD J JR & SABRINA WOOD LOT 7 BLK 3 & ALSO COM AT THE
3562 22ND AVE SW COR OF LOT 7 BLK 3 KENOSHA
KENOSHA, WI 53140-2365 DEVELOPMENT CO'S 1ST SUB TH W
75 FT N 50 FT E 75 FT S 50 FT
TO POB PT E 1/2 SEC 25 T2 R22
V 1680 P653
DOC#1032977
DOC#1200837
DOC#1219841
DOC#1585447

PARCEL NUMBER LOT 25.000 \$111.75
07-222-25-176-021-0
PROPERTY ADDRESS 4" CONC R-R 25.00SF @ \$4.47 = \$111.75
JAMES & RANDI KUBEK NUMBER OF SQUARES 1
3600 022 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
JAMES & RANDI KUBEK LOT 6 BLK 3 & ALSO COM AT THE
3600 22ND AVE SW COR OF LOT 6 BLK 3 KENOSHA
KENOSHA, WI 53140-2367 DEVELOPMENT CO'S 1ST SUB TH W
75 FT N 50 FT E 75 FT S 50 FT
TO BEG BEING PT OF E 1/2 SEC
25 T 2 R 22
V 1523 P 722
V 1613 P 194
DOC#1349628

PARCEL NUMBER LOT 25.000 \$111.75
07-222-25-176-026-0
PROPERTY ADDRESS 4" CONC R-R 25.00SF @ \$4.47 = \$111.75
CARL E & VERA L GILBERT FAMILY TRU NUMBER OF SQUARES 1
3624 022 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
CARL E & VERA L GILBERT LOT 1 BLK 3 KENOSHA DEVELOPMENT
3624 22ND AVE CO'S 1ST SUB & ALSO COM AT SW
KENOSHA, WI 53140 COR OF LOT 1 BLK 3 KENOSHA
DEVELOPMENT CO'S 1ST SUB TH W
75 FT N 60 FT E 75 FT S 60 FT
TO BEG PT OF E 1/2 SEC 25 T 2
R 22 (NOTE) DOC#1428105
DOC#1425891 DOC#1496216
DOC#1425892 DOC#1500725

PARCEL NUMBER LOT 240.000 \$1,122.30
09-222-36-378-001-0
PROPERTY ADDRESS 4" CONC R-R 75.00SF @ \$4.47 = \$335.25
UNIFIED SCHOOL DISTRICT NO 1 6" DRV APP 165.00SF @ \$4.77 = \$787.05
5520 032 AV NUMBER OF SQUARES 3

MAIL TO ADDRESS LEGAL DESCRIPTION
KENOSHA UNIFIED SCHOOL DIST 1 SEE NO BELOW (12821
3600 52ND ST 12843-12846 INCL 13218 13257)
KENOSHA, WI 53144-3947 SW 1/4 SEC 36 T 2 R 22 LOTS 1
TO 17 INCL & LOTS39 TO 55 INCL
LAWNDALE SUB & LOTS 75 TO 81
INCL & LOTS 120 TO 126 INCL
HOLLYWOOD SUB & VAC 56TH ST
ORD 9 5/16/49
(MCKINLEY MIDDLE SCHOOL)

PARCEL NUMBER LOT 70.000 \$312.90
09-222-36-379-013-0
PROPERTY ADDRESS 4" CONC R-R 70.00SF @ \$4.47 = \$312.90
CARL J & JOANN L CISKE NUMBER OF SQUARES 3
5714 033 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
CARL J & JOANN L CISKE LOT 70 LAWNDALE SUB BEING PT
6619 100TH AVE OF SW 1/4 SEC 36 T 2 R 22
KENOSHA, WI 53142 ALSO 1/2 VAC ALLEY RES #
227-90 V 1424 P 884
1991

PARCEL NUMBER LOT 60.000 \$286.20
09-222-36-379-014-0
PROPERTY ADDRESS 6" DRV APP 60.00SF @ \$4.77 = \$286.20
PAUL ROSKRES NUMBER OF SQUARES
5708 033 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
PAUL ROSKRES LOT 69 LAWNDALE SUB BEING PT
5402 39TH AVE OF SW 1/4 SEC 36 T 2 R 22
KENOSHA, WI 53144 ALSO 1/2 VAC ALLEY RES #
227-90 V 1424 P 884 1991
V 1674 P 847
DOC#1270443

PARCEL NUMBER LOT 75.000 \$335.25
09-222-36-381-006-0
4" CONC R-R 75.00SF @ \$4.47 = \$335.25
PROPERTY ADDRESS NUMBER OF SQUARES 3
JULIE C KLICKO-CELEBRE & MARK L CE
5909 033 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
JULIE C & MARK L CELEBRE SEC SW 1/4 36 T 2 R 22
2315 36TH AVE LAWNSDALE SUB LOT 33 & W 1/2
KENOSHA, WI 53144 VAC ALLEY RES 166-68 11/4/68
V1089 P654
V1670 P221
V1665 P012
V1692 P507
V1697 P408
V1697 P409
DOC 1100934

PARCEL NUMBER LOT 122.000 \$545.34
09-222-36-401-005-0
4" CONC R-R 122.00SF @ \$4.47 = \$545.34
PROPERTY ADDRESS NUMBER OF SQUARES 5
GRISEL C A KINDERMAN
2222 053 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
GRISEL C A KINDERMAN E 16 FT OF LOT 6 & W 24 FT OF
C/O JAMES & GRISEL C HAWKINS LOT 7 B 1 BAIN'S SUB BEING PT
ROUND LAKE HEIGHTS, IL 60073-1308 OF SE 1/4 SEC 36 T 2 R 22
DOC#1023628
DOC#1025733
DOC #1029717

PARCEL NUMBER LOT 65.000 \$310.05
09-222-36-401-006-0
6" CONC R-R 25.00SF @ \$4.77 = \$119.25
PROPERTY ADDRESS 6" DRV APP 40.00SF @ \$4.77 = \$190.80
SAMIR AUDICHO NUMBER OF SQUARES 1
2218 053 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
SAMIR AUDICHO PT LOTS 7 & 8 BLK 1 BAIN'S SUB
2218 53RD ST SE 1/4 SEC 36 T 2 R 22 COM ON N
KENOSHA, WI 53140 N LINE OF 53RD ST 81 FT E OF 23
RD AVE TH E 40 FT N 124 FT W 40
FT S 124 FT TO BEG
DOC#1271951
DOC#1424277
DOC#1487818

PARCEL NUMBER LOT 286.000 \$1,325.22
09-222-36-402-008-0

PROPERTY ADDRESS 4" CONC R-R 130.00SF @ \$4.47 = \$581.10
TIMOTHY B WADE 6" DRV APP 156.00SF @ \$4.77 = \$744.12
2320 053 ST NUMBER OF SQUARES 5

MAIL TO ADDRESS LEGAL DESCRIPTION
TIMOTHY B WADE E 16 FT OF LOT 5 & W 25 FT OF
906 93RD ST LOT 6 BLK 2 BAIN'S SUB BEING
PLEASANT PRAIRIE, WI 53158 PT OF SE 1/4 SEC 36 T 2 R 22
V 1388 P 688 1990
V 1512 P 455
DOC #1436485

PARCEL NUMBER LOT 242.000 \$1,081.74
09-222-36-402-009-0

PROPERTY ADDRESS 4" CONC R-R 242.00SF @ \$4.47 = \$1081.74
SCOTT A JUHOLA NUMBER OF SQUARES 9
2316 053 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
SCOTT A JUHOLA E 41 FT OF LOT 6 BLK 2 BAIN'S
8508 ANTIOCH RD SUB PT OF SE 1/4 SEC 36 T2 R22
SALEM, WI 53168 V 1412 P660
DOC#1296507
DOC#1337524

PARCEL NUMBER LOT 192.000 \$858.24
09-222-36-402-010-0

PROPERTY ADDRESS 4" CONC R-R 192.00SF @ \$4.47 = \$858.24
JNJ CUCINA LLC NUMBER OF SQUARES 8
2312 053 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
JNJ CUCINA LLC W 41 FT OF LOT 7 BLK 2 BAIN'S
3054 25TH ST SUB PT SE 1/4 SEC 36 T 2 R 22
KENOSHA, WI 53144 DOC#1102072
DOC#1350728
DOC#1448627
DOC#1465196
DOC#1518881

PARCEL NUMBER LOT 120.000 \$572.40
09-222-36-403-007-0
6" DRV APP 120.00SF @ \$4.77 = \$572.40
PROPERTY ADDRESS NUMBER OF SQUARES
C H LOCKWOOD ENTERPRISES INC
2420 053 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
C H LOCKWOOD ENTERPRISES INC E 22 FT OF LOT 5 & W 22 FT OF
2420 53RD ST LOT 6 B 3 BAIN'S SUB BEING PT
KENOSHA, WI 53140 OF SE 1/4 SEC 36 T 2 R 22
V 1358 P 463 V 1540 P 423 V 1557
DOC#1010474 DOC#1329828 DOC#140
DOC#1531110 DOC#1602212 DOC#160
DOC#1626762

PARCEL NUMBER LOT 90.000 \$402.30
09-222-36-403-008-0
4" CONC R-R 90.00SF @ \$4.47 = \$402.30
PROPERTY ADDRESS NUMBER OF SQUARES 4
FLOR & NORMA J QUINTANA
2416 053 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
FLOR & NORMA J QUINTANA E 44 FT OF LOT 6 B 3 BAIN'S
2416 53RD ST SUB BEING PT OF SE 1/4 SEC 36
KENOSHA, WI 53140 T 2 R22
DOC #1047656
DOC#1047657

PARCEL NUMBER LOT 144.000 \$686.88
09-222-36-403-009-0
6" DRV APP 144.00SF @ \$4.77 = \$686.88
PROPERTY ADDRESS NUMBER OF SQUARES
ANGELO CONFORTI
2412 053 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
ANGELO CONFORTI W 44 FT OF LOT 7 B 3 BAIN'S
2131 23RD AVE SUB BEING PT OF SE 1/4 SEC 36
KENOSHA, WI 53140 T 2 R22
V 1600 P 191

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**TO LEVY SPECIAL ASSESSMENTS AGAINST
BENEFITED PROPERTY BASED UPON FINAL
CONSTRUCTION COSTS RESPECTING
IMPROVEMENTS IN STREET RIGHT-OF-WAY
(sidewalks and/or driveway approaches)**

BE IT RESOLVED, by the Common Council of the City of Kenosha, Wisconsin that special assessments are levied against benefited property based upon final construction costs respecting improvements in street-of-way consisting of construction of sidewalks and/or driveway approaches for Project #10-1017 New Road Construction (39th Avenue - 30th Street to 24th Street) in the total amount of \$27,208.50, as shown by a report of the City Engineer filed in the office of the City Clerk of the City of Kenosha in accordance with the Final Resolution No. 61-10 authorizing such improvements in the street right-of-way.

Adopted this 6th day of June, 2011.

APPROVED:

Keith G. Bosman, Mayor

ATTEST:

Michael K. Higgins, City Clerk/Treasurer

RUN DATE: 05/20/11

SPECIAL ASSESSMENT PRELIMINARY RESOLUTION SIDEWALK

FOR PROJECT: 10-117

		ASSESSED	TOTAL
		S.F./LN.	ASSESSMENT
PARCEL NUMBER	LOT	1998.000	\$7,472.52
07-222-23-405-001-0			
PROPERTY ADDRESS		4" CONC NEW 999.00SF @ \$3.74 = \$3736.26	
CHURCH OF THE NAZARENE		ADDITIONAL 999.00 @ \$3.74 = \$3736.26	
3910 027 ST		NUMBER OF SQUARES 125	

MAIL TO ADDRESS	LEGAL DESCRIPTION
CHURCH OF THE NAZARENE	PT SE 1/4 SEC 23 T 2 R 22 BEG
2926 34TH ST	664.647 FT S & 40.01 FT W OF
KENOSHA, WI 53140	NE COR SD 1/4 SEC TH W 250.13
	FT S 626.55 FT TO PROPOSED N
	LN 27TH ST TH E 267.57 FT N
	624.71 FT TO POB 1980
	ANNEXATION ORD #70-79 1980 VOL
	1060 P 315 3.717 AC M/L

PARCEL NUMBER	LOT	1127.000	\$4,214.98
07-222-23-405-001-0			
PROPERTY ADDRESS		4" CONC NEW 999.00SF @ \$3.74 = \$3736.26	
CHURCH OF THE NAZARENE		ADDITIONAL 128.00 @ \$3.74 = \$478.72	
3910 027 ST		NUMBER OF SQUARES	

MAIL TO ADDRESS	LEGAL DESCRIPTION
CHURCH OF THE NAZARENE	PT SE 1/4 SEC 23 T 2 R 22 BEG
2926 34TH ST	664.647 FT S & 40.01 FT W OF
KENOSHA, WI 53140	NE COR SD 1/4 SEC TH W 250.13
	FT S 626.55 FT TO PROPOSED N
	LN 27TH ST TH E 267.57 FT N
	624.71 FT TO POB 1980
	ANNEXATION ORD #70-79 1980 VOL
	1060 P 315 3.717 AC M/L

PARCEL NUMBER	LOT	1025.000	\$3,833.50
07-222-24-350-021-0			
		4" CONC NEW 999.00SF @ \$3.74 = \$3736.26	
PROPERTY ADDRESS		ADDITIONAL 26.00AR @ \$3.74 = \$97.24	
STEVEN MITCHELL		NUMBER OF SQUARES 41	
2629 039 AV			
MAIL TO ADDRESS		LEGAL DESCRIPTION	
STEVEN MITCHELL		LOT 2 CSM#2010 DOC#1081424	
2424 14TH ST		PT SW 1/4 SEC 24 T2 R22 ANNEX	
KENOSHA, WI 53140		ORD# 52-97 DOC#1073705	
		(1998 PT 07-222-24-350-019)	
		(1998 PR 80-4-222-243-0190)	
		.5 AC	

STREET TOTAL	7,275.00	\$27,208.50
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GRAND TOTALS PARCELS	6	FOOTAGE	7,275.000	TOTAL COST	\$27,208.50
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RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**TO LEVY SPECIAL ASSESSMENTS AGAINST
BENEFITED PROPERTY BASED UPON FINAL
CONSTRUCTION COSTS RESPECTING
IMPROVEMENTS IN STREET RIGHT-OF-WAY**

**(permanent pavement and/or curb and gutter and/or grading and graveling and/or
sidewalks and/or driveway approaches)**

BE IT RESOLVED, by the Common Council of the City of Kenosha, Wisconsin that special assessments are levied against benefited property based upon final construction costs respecting improvements in street-of-way consisting of construction of permanent pavement and/or curb and gutter and/or grading and graveling and/or sidewalks and/or driveway approaches for Project #10-1021 New Road Construction (27th Street - 47th Avenue to 43rd Avenue) in the total amount of \$386,730.96, as shown by a report of the City Engineer filed in the office of the City Clerk of the City of Kenosha in accordance with the Final Resolution No. 62-10 authorizing such improvements in the street right-of-way.

Adopted this 6th day of June, 2011.

APPROVED:

Keith G. Bosman, Mayor

ATTEST:

Michael K. Higgins, City Clerk/Treasurer

RUN DATE: 05/11/11

SPECIAL ASSESSMENT PRELIMINARY RESOLUTION COMBINATION ASMTS.FOR PROJECT: 10-121

COST PER TOTAL
FRONTAGE LINEAL FT ASSESSMENT

PARCEL NUMBER	LOT	PAVING 99.270	\$126.00	\$16,677.36
07-222-23-430-034-0		G & G 99.270	\$42.00	
		SIDEWK		

PROPERTY ADDRESS
ACHILLE L & JUDY D RICCHIO
4612 027 ST

MAIL TO ADDRESS	LEGAL DESCRIPTION
ACHILLE L & JUDY D RICCHIO	LOT 34 RAVEN HILL ESTATES SUB
3706 25TH ST	NW 1/4 SE 1/4 SEC 23 T 2 R 22
KENOSHA, WI 53144	(1991 PT 80-4-222-234-0560)
	V1406 P 452
	DOC#1395420
	DOC#1399295

PARCEL NUMBER	LOT	PAVING 78.000	\$126.00	\$13,104.00
07-222-23-430-004-0		G & G 78.000	\$42.00	
		SIDEWK		

PROPERTY ADDRESS
FRANK SARTOR
4400 027 ST

MAIL TO ADDRESS	LEGAL DESCRIPTION
FRANK SARTOR	LOT 4 RAVEN HILL ESTATES SUB
4908 32ND AVE	NW 1/4 SE 1/4 SEC 23 T2 R 22
KENOSHA, WI 53144	(1991 PT 80-4-222-234-0560)
	V1406 P 452
	DOC#1395420
	DOC#1399300

PARCEL NUMBER	LOT	PAVING 80.000	\$126.00	\$13,440.00
07-222-23-430-033-0		G & G 80.000	\$42.00	
		SIDEWK		

PROPERTY ADDRESS
ACHILLE L & JUDY D RICCHIO
4604 027 ST

MAIL TO ADDRESS	LEGAL DESCRIPTION
ACHILLE L & JUDY D RICCHIO	LOT 33 RAVEN HILL ESTATES SUB
3706 25TH ST	NW 1/4 SE 1/4 SEC 23 T 2 R 22
KENOSHA, WI 53144	(1991 PT 80-4-222-234-0560)
	V1406 P 452
	DOC#1395420
	DOC#1399295

PARCEL NUMBER	LOT	PAVING 80.000	\$126.00	\$13,440.00
07-222-23-430-031-0		G & G 80.000	\$42.00	
		SIDEWK		

PROPERTY ADDRESS
 ACHILLE L & JUDY D RICCHIO
 4520 027 ST

MAIL TO ADDRESS	LEGAL DESCRIPTION
ACHILLE L & JUDY D RICCHIO	LOT 31 RAVEN HILL ESTATES SUB
1333 GREEN BAY RD	NW 1/4 SE 1/4 SEC 23 T 2 R 22
KENOSHA, WI 53144	(1991 PT 80-4-222-234-0560)
	V1406 P 452
	DOC#1395420
	DOC#1604994

PARCEL NUMBER	LOT	PAVING 78.000	\$126.00	\$13,104.00
07-222-23-430-001-0		G & G 78.000	\$42.00	
		SIDEWK		

PROPERTY ADDRESS
 ROBERT R & PEGGY KOSSOW
 4320 027 ST

MAIL TO ADDRESS	LEGAL DESCRIPTION
ROBERT R & PEGGY KOSSOW	PT NW 1/4 OF SE 1/4 SEC 23 T 2
4323 25TH ST	R 22 RAVEN HILL ESTATES LOT 1
KENOSHA, WI 53144	V 1406 P 452 1991 (PT 80-4-222
	-234-0560-0)
	DOC# 1032751

PARCEL NUMBER	LOT	PAVING 90.000	\$126.00	\$16,803.00
07-222-23-430-030-0		G & G 90.000	\$42.00	
		SIDEWK 450.000	\$3.74	

PROPERTY ADDRESS
 ERIC D SMITH & LYNDA K MARRAZZO-MA
 2618 045 AV

MAIL TO ADDRESS	LEGAL DESCRIPTION
ERIC D SMITH	LOT 30 RAVEN HILL ESTATES SUB
LYNDA K MARRAZZO-MATTEUCCI	NW 1/4 OF SE 1/4 SEC 23 T2 R22
KENOSHA, WI 53144	V1406 P452 1991 (PT 80-4-222
	-234-0560-0)
	DOC#1026899
	DOC#1087199
	DOC#1213607
	DOC#1402367

PARCEL NUMBER	LOT	PAVING	1096.150	\$126.00	\$224,140.76
07-222-23-450-002-0		G & G	1096.150	\$60.24	
		SIDEWK	1096.150	\$18.24	

PROPERTY ADDRESS
TIRABASSI INVESTMENTS LLP
2701 047 AV

MAIL TO ADDRESS	LEGAL DESCRIPTION
TIRABASSI INVESTMENTS LLP	PT OF N 1/2 OF SW 1/4 OF SE 1/4
2222 63RD ST, SUITE 2A	SEC 23 T 2 R 22 COM 664.71 FT N
KENOSHA, WI 53143-4352	OF SW COR SD 1/4 TH N 664.70 FT
	THE E ALG N LN OF S 1/2 OF 1/4
	1139.12 FT TO W LN 43RD AVE AS
	DEDICATED V 1389 P 95 TH S ALG
	43RD AVE 634.64 FT TO N LN
	ROSEWOOD SUB TH W ALG SUB 1135.93
	FT TO POB EXC W 33 FT FOR 47TH AVE
	ALSO EX PORTION OF 27TH ST DEDICAT
	IN V 1384 P 168 ANNEX ORD 1-94
	EXC N 30 FT FOR 27TH ST ROW DOC#16
	(1995 ANNEX 80-4-222-234-0600)
	(2010 PT 07-222-23-450-001)
	(2011 LOT LINE ADJUSTMENT)
	V 1013 P 279 16.66 AC
	DOC #951448
	DOC#1249147

PARCEL NUMBER	LOT	PAVING	49.380	\$126.00	\$10,165.84
07-222-23-430-007-0		G & G	49.380	\$42.00	
		SIDEWK	500.000		

PROPERTY ADDRESS
JHN PROPERTIES LLC
2615 045 AV

MAIL TO ADDRESS	LEGAL DESCRIPTION
JHN PROPERTIES LLC	LOT 7 IN RAVEN HILLS ESTATES
209 S TAFT ST	PT NW 1/4 OF SE 1/4 SEC 23 T2
WHITEWATER, WI 53190	R 22 V1406 P452
	1991 (PT 80-4-222-234-0560)
	V 1621 P 426
	DOC#1013179
	DOC#1027089
	DOC#1033074
	DOC#1105431
	DOC#1545113
	DOC#1545114

PARCEL NUMBER	LOT	PAVING	78.000	\$126.00	\$13,104.00
07-222-23-430-006-0		G & G	78.000	\$42.00	
		SIDEWK			

PROPERTY ADDRESS
 JONATHAN NEWELL II LLC
 4416 027 ST

MAIL TO ADDRESS	LEGAL DESCRIPTION
JONATHAN NEWELL II LLC	LOT 6 RAVEN HILL ESTATES SUB
6788 DEL MAR TER	NW 1/4 SE 1/4 SEC 23 T2 R 22
NAPLES, FL 34105	(1991 PT 80-4-222-234-0560)
	V1406 P 452
	DOC#1395420
	DOC#1399298
	DOC#1421750

PARCEL NUMBER	LOT	PAVING	78.000	\$126.00	\$13,104.00
07-222-23-430-005-0		G & G	78.000	\$42.00	
		SIDEWK			

PROPERTY ADDRESS
 FRANK SARTOR
 4406 027 ST

MAIL TO ADDRESS	LEGAL DESCRIPTION
FRANK SARTOR	LOT 5 RAVEN HILL ESTATES SUB
4908 32ND AVE	NW 1/4 SE 1/4 SEC 23 T2 R 22
KENOSHA, WI 53144	(1991 PT 80-4-222-234-0560)
	V1406 P 452
	DOC#1395420
	DOC#1399300

GRAVEL	2,042.80	\$105,791.38
SIDEWK	2,046.15	\$23,546.78
STREET TOTAL	6,131.75	\$386,730.96

PAVING	2,042.800	\$257,392.80
GRAVEL	2,042.800	\$105,791.38
SIDEWK	2,046.150	\$23,546.78

GRAND TOTALS PARCELS 13 FOOTAGE 6,131.750 TOTAL COST \$386,730.96

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**TO LEVY SPECIAL ASSESSMENTS AGAINST
BENEFITED PROPERTY BASED UPON FINAL
CONSTRUCTION COSTS RESPECTING
IMPROVEMENTS IN STREET RIGHT-OF-WAY
(sidewalks and/or driveway approaches)**

BE IT RESOLVED, by the Common Council of the City of Kenosha, Wisconsin that special assessments are levied against benefited property based upon final construction costs respecting improvements in street-of-way consisting of construction of sidewalks and/or driveway approaches for Project #10-1208 (Citywide Locations) in the total amount of \$76,798.86, as shown by a report of the City Engineer filed in the office of the City Clerk of the City of Kenosha in accordance with the Final Resolution No. 107-10 authorizing such improvements in the street right-of-way.

Adopted this 6th day of June, 2011.

APPROVED:

Keith G. Bosman, Mayor

ATTEST:

Michael K. Higgins, City Clerk/Treasurer

ASSESSED		TOTAL	
S.F./LN.		ASSESSMENT	
PARCEL NUMBER	LOT	50.000	\$223.50
01-122-01-354-014-0			
PROPERTY ADDRESS		4" CONC R-R 50.00SF @ \$4.47 = \$223.50	
ROBERT VENTURA ETAL		NUMBER OF SQUARES 2	
7000 037 AV			

MAIL TO ADDRESS	LEGAL DESCRIPTION
ROBERT VENTURA ETAL	LOT 153 & ALSO E 1/2 OF ALLEY
1730 22ND AVE	ADJ ON W ORD 761 (11/6/33)
KENOSHA, WI 53140	HIGHLAND VIEW SUB PT OF SW 1/4
	SEC 1 T 1 R 22
	V 1505 P 253

PARCEL NUMBER	LOT	50.000	\$223.50
01-122-01-476-008-0			
PROPERTY ADDRESS		4" CONC R-R 50.00SF @ \$4.47 = \$223.50	
CLINTON M & ELIZABETH SALICA		NUMBER OF SQUARES 2	
7203 023 AV			

MAIL TO ADDRESS	LEGAL DESCRIPTION
CLINTON M & ELIZABETH F SALICA	LOT 10 & S 25 FT OF LOT 11 2ND
7203 23RD AVE	ADD TO MILBUR PARK SUB BEING
KENOSHA, WI 53143-5249	PT OF SE 1/4 SEC 1 T 1 R 22
	DOC#1168064
	DOC#1644731

PARCEL NUMBER	LOT	50.000	\$223.50
02-122-02-126-004-0			
PROPERTY ADDRESS		4" CONC R-R 50.00SF @ \$4.47 = \$223.50	
JOSHUA D SMITH		NUMBER OF SQUARES 2	
6023 044 AV			

MAIL TO ADDRESS	LEGAL DESCRIPTION
JOSHUA D SMITH	PT OF NE 1/4 SEC 2 T 1 R 22
6023 44TH AVE	COM 174.52 FT S OF SE COR OF
KENOSHA, WI 53142-3227	44TH AVE & 60TH ST S 50 FT E
	110 FT N 50FT W 110 FT
	V 1353 P 425
	V 1567 P 656
	V 1606 P 116
	DOC#1614969

PARCEL NUMBER LOT 150.000 \$685.50
02-122-02-127-009-0

PROPERTY ADDRESS 4" CONC R-R 100.00SF @ \$4.47 = \$447.00
JAN D & MICHELLE L ANDERSON 6" CONC R-R 50.00SF @ \$4.77 = \$238.50
6018 044 AV NUMBER OF SQUARES 6

MAIL TO ADDRESS LEGAL DESCRIPTION
JAN D & MICHELLE L ANDERSON LOT 419 FOREST PARK SUB BEING
6502 3RD AVE PT OF N 1/2 SEC 2 T 1 R 22
KENOSHA, WI 53143 V 1571 P 320
V 1672 P 788
DOC#1206964
DOC#1222933
DOC#1472433

PARCEL NUMBER LOT 12.500 \$55.88
02-122-02-127-010-0

PROPERTY ADDRESS 4" CONC R-R 12.50SF @ \$4.47 = \$55.88
CHARLES J LABANOWSKY IRREVOCABLE R NUMBER OF SQUARES .5
6012 044 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
CHARLES J LABANOWSKY LOT 418 FOREST PARK SUB BEING
6012 44TH AVE PT OF N 1/2 SEC 2 T 1 R 22
KENOSHA, WI 53142 V 1385 P 411
DOC#1128988
DOC#1612823
DOC#1632279

PARCEL NUMBER LOT 100.000 \$447.00
02-122-02-127-011-0

PROPERTY ADDRESS 4" CONC R-R 100.00SF @ \$4.47 = \$447.00
JOHN A & CHERYL M LYNGEN NUMBER OF SQUARES 4
6008 044 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
JOHN A & CHERYL M LYNGEN 14135-2 PT OF N 1/2 SEC 2 T 1
6008 44TH AVE R 22 S 1/2 OF LOTS 416 & 417
KENOSHA, WI 53142-3228 FOREST PARK SUB
V 1460 P 112
DOC #1036771
DOC#1526885

PARCEL NUMBER LOT 137.500 \$629.63
02-122-02-130-005-0

PROPERTY ADDRESS 4" CONC R-R 87.50SF @ \$4.47 = \$391.13
KAY ELLEN PULERA 6" CONC R-R 50.00SF @ \$4.77 = \$238.50
6203 046 AV NUMBER OF SQUARES 6

MAIL TO ADDRESS LEGAL DESCRIPTION
KAY E PULERA 14068-1 THE S 35 FT OF LOT 350
6203 46TH AVE & N 25 FT LOT 349 FOREST PARK
KENOSHA, WI 53142-1329 SUB PT NE 1/4 SEC 2 T 1 R 22
DOC#1012615
DOC#1493900
DOC#1493902

PARCEL NUMBER LOT 500.000 \$2,235.00
02-122-02-202-015-0

PROPERTY ADDRESS 4" CONC R-R 500.00SF @ \$4.47 = \$2235.00
JOE & JUDY CAPPONI NUMBER OF SQUARES 20
4804 061 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
JOE & JUDY CAPPONI LOT 228 FOREST PARK SUB PT
3913 86TH PL OF N 1/2 SEC 2 T 1 R 22
KENOSHA, WI 53142 V 1415 P 726
DOC#1479831
DOC#1591147
DOC#1594752

PARCEL NUMBER LOT 25.000 \$111.75
02-122-02-202-016-0

PROPERTY ADDRESS 4" CONC R-R 25.00SF @ \$4.47 = \$111.75
STEVEN & VALARIE RIVERA NUMBER OF SQUARES 1
6046 048 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
STEVEN & VALARIE RIVERA LOT 226 FOREST PARK SUB
6046 48TH AVE PT OF N 1/2 SEC 2 T1 R22
KENOSHA, WI 53142-1321 V 1376 P 349
V 1379 P 270
V 1447 P 704
DOC#1212802
DOC#1277268
DOC#1280282
DOC#1390770

PARCEL NUMBER LOT 2490.500 \$11,280.29
05-123-06-305-003-0

PROPERTY ADDRESS 4" CONC R-R 999.00SF @ \$4.47 = \$4465.53
KENOSHA UNIFIED SCHOOL DISTRICT 6" CONC R-R 492.50SF @ \$4.77 = \$2349.23
6729 018 AV ADDITIONAL 999.00AR @ \$4.47 = \$4465.53
NUMBER OF SQUARES 112

MAIL TO ADDRESS LEGAL DESCRIPTION
KENOSHA UNIFIED SCHOOL DIST 1 PT OF SW 1/4 SEC 6 T1 R23 COM
3600 52ND ST ON E LINE OF 18TH AVE & 94.6
KENOSHA, WI 53144-3947 FT S OF N 1/4 LINE TH S 463 FT
E 243 FT N 463 FT TO A PT 93.7
FT S OF N 1/4 LINE W TO BEG EX
COM 94.6FT S OF N 1/4 LINE &
ON E LINE OF 18TH AVE TH S 6
.67 FT E ON A LINE WHICH WILL
INTER SECT THE W LINE OF 17TH
AVE 93.7 FT S OF N 1/4 LINE
132.5 FT N 3 FT W 1 33 FT TO
BEG LINCOLN JR HIGH SCHOOL

PARCEL NUMBER LOT 308.500 \$1,379.00
05-123-06-305-003-0

PROPERTY ADDRESS 4" CONC R-R 308.50SF @ \$4.47 = \$1379.00
KENOSHA UNIFIED SCHOOL DISTRICT NUMBER OF SQUARES 12
6729 018 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
KENOSHA UNIFIED SCHOOL DIST 1 PT OF SW 1/4 SEC 6 T1 R23 COM
3600 52ND ST ON E LINE OF 18TH AVE & 94.6
KENOSHA, WI 53144-3947 FT S OF N 1/4 LINE TH S 463 FT
E 243 FT N 463 FT TO A PT 93.7
FT S OF N 1/4 LINE W TO BEG EX
COM 94.6FT S OF N 1/4 LINE &
ON E LINE OF 18TH AVE TH S 6
.67 FT E ON A LINE WHICH WILL
INTER SECT THE W LINE OF 17TH
AVE 93.7 FT S OF N 1/4 LINE
132.5 FT N 3 FT W 1 33 FT TO
BEG LINCOLN JR HIGH SCHOOL

PARCEL NUMBER LOT 225.000 \$1,005.75
06-123-07-103-015-0
4" CONC R-R 225.00SF @ \$4.47 = \$1005.75
PROPERTY ADDRESS NUMBER OF SQUARES 9
RICHARD J COSHUN JR & KRISTINE A C
7618 006 AV
MAIL TO ADDRESS LEGAL DESCRIPTION
RICHARD J JR & KRISTINE COSHUN LOT 6 HANSIS ADD PT OF
7618 6TH AVE NE 1/4 SEC 7 T 1 R 23
KENOSHA, WI 53143-6009 DOC#1341987

PARCEL NUMBER LOT 100.000 \$447.00
06-123-07-277-008-0
4" CONC R-R 100.00SF @ \$4.47 = \$447.00
PROPERTY ADDRESS NUMBER OF SQUARES 4
ELIZABETH L & RANDY L ROBERTS
1418 078 PL
MAIL TO ADDRESS LEGAL DESCRIPTION
ELIZABETH L & RANDY L ROBERTS THE W 37.38 FT OF LOTS 31,32 & 33
1418 78TH PL IN WALLIS PARK TRUSTEE'S RE-SUB
KENOSHA, WI 53143 PT OF NW 1/4 SEC 7 T 1 R 23
V 1604 P 651
V 1696 P 813
DOC#1113492
DOC#1271368
DOC#1452142
DOC#1591906

PARCEL NUMBER LOT 80.000 \$357.60
07-222-23-304-090-0
4" CONC R-R 80.00SF @ \$4.47 = \$357.60
PROPERTY ADDRESS NUMBER OF SQUARES 3
ROBERT L & SUEKO BUSWELL
4920 025 ST
MAIL TO ADDRESS LEGAL DESCRIPTION
ROBERT L & SUEKO BUSWELL LOT 90 STONEFIELD SUB ADD'N #3
4920 25TH ST N1/2 OF SW 1/4 SEC 23 T2 R22
KENOSHA, WI 53144 (1998 PT 07-222-23-330-013)
DOC#1058416 PLAT# 6688
DOC#1075870

PARCEL NUMBER LOT 350.000 \$1,564.50
07-222-25-453-021-0
PROPERTY ADDRESS 4" CONC R-R 350.00SF @ \$4.47 = \$1564.50
CHADWICK T MEYERS NUMBER OF SQUARES 14
4302 029 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
CHADWICK T MEYERS LOT 1 BLK 4 BONNIE HAME 1ST SUB
4302 29TH AVE BEING PT OF SE 1/4 SEC 25 T2 R22
KENOSHA, WI 53140 ALSO PT E 1/2 VACATED ALLEY RES#
135-96 DOC#1039795 1997
V1675 P553
DOC #987078
DOC#1035013
DOC#1346379
DOC#1617624
DOC#1617923
DOC#1621440

PARCEL NUMBER LOT 100.000 \$447.00
07-222-25-454-004-0
PROPERTY ADDRESS 4" CONC R-R 100.00SF @ \$4.47 = \$447.00
ELIZABETH BARNES NUMBER OF SQUARES 4
4317 029 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
ELIZABETH BARNES LOT 21 B 5 BONNIE HAME 1ST SUB
4317 29TH AVE BEING PT OF SE 1/4 SEC 25 T 2
KENOSHA, WI 53140-2617 R22

PARCEL NUMBER LOT 228.000 \$1,019.16
07-222-25-454-007-0
PROPERTY ADDRESS 4" CONC R-R 228.00SF @ \$4.47 = \$1019.16
WISCONSIN ELECTRIC POWER CO NUMBER OF SQUARES 9
4405 029 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
WISCONSIN ELECTRIC POWER CO SE 1/4 SEC 25 T1 R22 BONNIE
REAL ESTATE DEPARTMENT -A440 HAME FIRST SUB BLK 5 LOT 7, 8,
MILWAUKEE, WI 53203-0001 17, 18

PARCEL NUMBER LOT 155.000 \$707.85
 08-222-35-382-012-0
 PROPERTY ADDRESS 4" CONC R-R 105.00SF @ \$4.47 = \$469.35
 FEDERAL NATIONAL MORTGAGE ASSOCIAT 6" CONC R-R 50.00SF @ \$4.77 = \$238.50
 4706 060 ST NUMBER OF SQUARES 6

MAIL TO ADDRESS LEGAL DESCRIPTION
 FEDERAL NATIONAL MORTGAGE ASSO PT OF SE & SW 1/4 SEC 35 T 2 R
 PO BOX 650043 22 COM ON N LINE OF 60TH ST &
 DALLAS, TX 75265 48.4 FT W OF E LINE OF SW 1/4
 SEC 35 TH E 55 FT ON 60TH ST N
 120 FT W 55 FT S 120 FT TO BEG
 DOC#1143549
 DOC#1337077
 DOC#1337078
 DOC#1440658
 DOC#1621627

 PARCEL NUMBER LOT 125.000 \$558.75
 08-222-35-382-013-0
 PROPERTY ADDRESS 4" CONC R-R 125.00SF @ \$4.47 = \$558.75
 RITA A RUDER (TOD) NUMBER OF SQUARES 5
 5920 047 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
 RITA A RUDER LOT 44 HANNAN HEIGHTS SUB PT
 5920 47TH AVE SE & SW 1/4 SEC 35 T 2 R 22
 KENOSHA, WI 53144-2436 DOC#1215941
 DOC#1602067 TOD

 PARCEL NUMBER LOT 143.000 \$682.11
 08-222-35-382-014-0
 PROPERTY ADDRESS 6" CONC R-R 143.00SF @ \$4.77 = \$682.11
 ROBERT T & HEIDI L BRANT NUMBER OF SQUARES 6
 5914 047 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
 ROBERT T & HEIDI L BRANT LOT 45 HANNAN HEIGHTS SUB PT
 5914 47TH AVE SE & SW 1/4 SEC 35 T 2 R 22
 KENOSHA, WI 53144-2436 DOC#1521772

PARCEL NUMBER	LOT	1998.000	\$8,931.06
12-223-31-451-002-0			
		4" CONC R-R 999.00SF @ \$4.47 = \$4465.53	
PROPERTY ADDRESS		ADDITIONAL 999.00AR @ \$4.47 = \$4465.53	
U S OF AMERICA		NUMBER OF SQUARES	
5605 SHE RD			
MAIL TO ADDRESS		LEGAL DESCRIPTION	
U S OF AMERICA		BEING PT OF B 33 SE 1/4 SEC 31	
5605 SHERIDAN RD		T2 R 23 COM AT SE COR OF B33	
KENOSHA, WI 53140-4063		TH W'LY 252.75 FT N'LY 208.35	
		FT E'LY 252.2 FT S'LY 207.22	
		FT TO BEG	

PARCEL NUMBER	LOT	545.000	\$2,436.15
12-223-31-451-002-0			
		4" CONC R-R 545.00SF @ \$4.47 = \$2436.15	
PROPERTY ADDRESS		NUMBER OF SQUARES	
U S OF AMERICA			
5605 SHE RD			
MAIL TO ADDRESS		LEGAL DESCRIPTION	
U S OF AMERICA		BEING PT OF B 33 SE 1/4 SEC 31	
5605 SHERIDAN RD		T2 R 23 COM AT SE COR OF B33	
KENOSHA, WI 53140-4063		TH W'LY 252.75 FT N'LY 208.35	
		FT E'LY 252.2 FT S'LY 207.22	
		FT TO BEG	

STREET TOTAL	16,934.63	\$76,798.86
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GRAND TOTALS PARCELS 108 FOOTAGE	16,934.630	TOTAL COST	\$76,798.86
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RESOLUTION NO.

BY: FINANCE COMMITTEE

To Levy A Special Tax Upon Certain Parcels of Land Within the City Of Kenosha Pursuant to §5.11F. of the Code of General Ordinances, Entitled "Sidewalks and Alleys to be Kept Clean by Responsible Party - Emergency Enforcement" (Snow Removal from Sidewalks) - If Invoices Therefor Are Not Paid Within Thirty (30) Days of Issuance

WHEREAS, following notice to and failure of certain property owners to remove sidewalk accumulation pursuant to §5.11 of the Code of General Ordinances, it was ordered removed, through private contract, by the Director of Public Works, pursuant to §5.11 of the Code of General Ordinances.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that, pursuant to §5.11F. of the Code of General Ordinances, a special tax in the amount of \$35,164.65 be, and is hereby, levied against the respective parcels of property as shown by a report of the Department of Public Works and filed in the office of the City Clerk of the City of Kenosha, if invoices therefor are not paid within thirty (30) days of issuance.

Adopted this 6th day of June, 2011.

APPROVED:

Keith G. Bosman, Mayor

ATTEST:

Michael K. Higgins, City Clerk/Treasurer

RUN DATE: 05/11/11

SPECIAL ASSESSMENT PRELIMINARY RESOLUTION SNOW REMOVAL FOR PROJECT: 10-001

COST PER TOTAL
FRONTAGE LINEAL FT ASSESSMENT

PARCEL NUMBER LOT \$55.00 \$125.00
01-122-01-152-002-0 0

SNOW CLEARED ON 2/16/11

PROPERTY ADDRESS
LOUIS J SALITURO
2721 063 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
LOUIS J SALITURO THE E 34 FT OF THE N 80 FT
4609 17TH AVE OF LOT 26 IN BURKE'S SUB PT
KENOSHA, WI 53140 OF NE 1/4 SEC 1 T 1 R 22
V 1325 P950
DOC#1236561
DOC#1394756
DOC#1403771
DOC#1643314

PARCEL NUMBER LOT \$55.00 \$125.00
01-122-01-153-004-0 0

SNOW CLEARED ON 2/16/11

PROPERTY ADDRESS
ERIC LUNDSTROM
2815 063 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
ERIC LUNDSTROM LOT 21 BURKE'S SUB PT
3916 24TH ST NE 1/4 SEC 1 T 1 R 22
KENOSHA, WI 53144-1365 V 1637 P 506
DOC#1006710
DOC#1118807
DOC#1276830
DOC#1423304

PARCEL NUMBER LOT \$149.50 \$219.50
01-122-01-153-019-0 0

SNOW CLEARED ON 2/16/11

PROPERTY ADDRESS
OPHELIA FORD
6350 028 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
OPHELIA FORD LOT 7 B 3 GRAVES SUB BEING PT
C/O CHARLES DENNIS OF NE 1/4 SEC 1 T 1 R 22
KENOSHA, WI 53143-4610 DOC#1347343

PARCEL NUMBER LOT \$68.00 \$138.00
01-122-01-154-029-0 0

SNOW CLEARED ON 2/16/11

PROPERTY ADDRESS
RUSSELL CASTELLANOS
2907 063 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
RUSSELL CASTELLANOS LOTS 15, 16 & PT 17 BURKES SUB
42678 BERRONG CT PT OF THE NE 1/4 SEC 1 T1 R22
WINTHROP HARBOR, IL 60096 COM ON W LN 29TH AVE AT SE COR
LOT 17 TH S ALG S LN LOT 39.68
FT TO POB BEING 0.32 FT FROM
SW COR LOT 17 TH W ALG S LN LOTS
15 & 16 80 FT TO NE COR LOT 16
TH S 00 DEG 09'19" E 118 FT TO
PT ON SLN LOT 17 & POB
(COMMON WALL AGREEMENT)
(1999 PT 01-122-01-154-001)
DOC#1100595
DOC#1380653

PARCEL NUMBER LOT \$28.50 \$98.50
01-122-01-156-017-0 0

SNOW CLEARED ON 12/17/10

PROPERTY ADDRESS
PETRU S RAT
6514 028 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
PETRU S RAT S 30 FT OF LOT 4 BLK 3 PUGH'S
6514 28TH AVE SUB BEING PT OF NE 1/4 SEC 1
KENOSHA, WI 53143 T1 R22
DOC #991660
DOC#1063566
DOC#1183735

PARCEL NUMBER LOT \$55.00 \$125.00
01-122-01-160-016-0 0

SNOW CLEARED ON 1/26/11

PROPERTY ADDRESS
PHILLIP L & MARY ELLEN KERNES
6618 026 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
PHILLIP L & MARY ELLEN KERNES LOT 15 ANDERSEN'S SUB OF PT OF
331 N PRAIRIE AVE BLK 11 OF FROST & TUTTLES SUB
WINTHROP HARBOR, IL 60096 BEING PT OF NE 1/4 SEC 1 T1 R22
DOC#1029658
DOC#1367261

PARCEL NUMBER LOT \$55.00 \$125.00
01-122-01-160-017-0 0

SNOW CLEARED ON 1/26/11

PROPERTY ADDRESS
FRANCISCO CERVANTES JR
6614 026 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
FRANCISCO CERVANTES JR LOT 16 ANDERSEN'S SUB OF PT OF
6614 26TH AVE BLK 11 OF FROST & TUTTLES SUB
KENOSHA, WI 53143 BEING PT OF NE 1/4 SEC 1 T1 R22
V711 P71 V713 P119 DOC499061
DOC#1057196
DOC#1132389
DOC#1593543

PARCEL NUMBER LOT \$38.00 \$108.00
01-122-01-161-006-0 0

SNOW CLEARED ON 12/17/10

PROPERTY ADDRESS
JEFF BRINCAT
6513 028 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
JEFF BRINCAT S 40.75 FT OF LOT 19 BLK 2
509 S GREEN BAY RD PUGHS SUB NE 1/4 SEC 1 T1 R22
WAUKEGAN, IL 60085 (1995 PT 01-122-01-161-005 & -023)
DOC #964146
DOC#1260877
DOC#1440819

PARCEL NUMBER LOT \$52.25 \$122.25
01-122-01-161-007-0 0

SNOW CLEARED ON 12/17/10

PROPERTY ADDRESS
MICHAEL STARR
6517 028 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
MICHAEL STARR LOT 18 B 2 PUGH'S SUB BEING PT
8920 WILMOT RD OF NE 1/4 SEC 1 T 1 R 22
PLEASANT PRAIRIE, WI 53158 V 1681 P 498
DOC#1164430

PARCEL NUMBER LOT \$55.00 \$125.00
01-122-01-162-014-0 0

SNOW CLEARED ON 2/17/11

PROPERTY ADDRESS
ALLEN MEINEKE
2620 ROO RD

MAIL TO ADDRESS LEGAL DESCRIPTION
ALLEN MEINEKE PT OF NE 1/4 SEC 1 T 1 R 22
2620 ROOSEVELT RD PUGHS SUB BLK 1 PT OF LOT 7
KENOSHA, WI 53143 COM AT NE COR OF 27TH AVE &
ROOSEVELT RD TH N 136.95 FT
E 51.5 FT S 108 FT WLY TO POB
V 1678 P 659
DOC#1200602
DOC#1506041

PARCEL NUMBER LOT \$38.00 \$108.00
01-122-01-162-027-0 0

SNOW CLEARED ON 12/13/10

PROPERTY ADDRESS
WELLS FARGO BANK NA
6410 026 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
WELLS FARGO BANK NA LOT 3 BLK 8 GRAVES SUB PT
6 EXECUTIVE CIR, STE 100 OF NE 1/4 SEC 1 T 1 R 22
IRVINE, CA 92614 V 1603 P 221
DOC#1193466
DOC#1301661
DOC#1337863
DOC#1477814
DOC#1490559
DOC#1639854

PARCEL NUMBER LOT \$55.00 \$125.00
01-122-01-183-001-0 0

SNOW CLEARED ON 2/17/11

PROPERTY ADDRESS
PAUL M CAMPAGNA
2505 ROO RD

MAIL TO ADDRESS LEGAL DESCRIPTION
PAUL M CAMPAGNA PT OF B 10 FROST & TUTTLES SUB
7512 20TH AVE OF PT OF NE 1/4 SEC 1 T 1 R 22
KENOSHA, WI 53143 COM AT NE COR OF LOT 1 TH S
131 FT W 48 FT N 97.3 FT NE'LY
60.9 FT TO BEG
DOC#1453241

PARCEL NUMBER LOT \$55.00 \$125.00
01-122-01-231-003-0 0

SNOW CLEARED ON 1/21/11

PROPERTY ADDRESS
DONALD J MARLOTTY
3717 060 PL

MAIL TO ADDRESS LEGAL DESCRIPTION
DONALD J MARLOTTY PT OF NW 1/4 SEC 1 T 1 R 22
9325 RIVER RD COM 45 FT E OF NE COR LOT 15
PLEASANT PRAIRIE, WI 53158 PFENNIG & GETSCHMAN'S PRAIRIE
AVE ADD TH S 120 FT E 45.08 FT
N 120 FT W 44.8 FT TO BEG
V 1275 P 311
DOC#1074871
DOC#1136271
DOC#1586015

PARCEL NUMBER LOT \$55.00 \$125.00
01-122-01-283-022-0 0

SNOW CLEARED ON 2/17/11

PROPERTY ADDRESS
EDWARD C & CHRISTINA N IVEY
6400 030 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
EDWARD C & CHRISTINA N IVEY LOT 21 FAIRVIEW PARK H L
6400 30TH AVE GOLDBERG'S ADD PT OF NW
KENOSHA, WI 53142 1/4 SEC 1 T 1 R 22
DOC#1394115

PARCEL NUMBER LOT \$55.00 \$125.00
01-122-01-301-016-0 0

SNOW CLEARED ON 1/21/11

PROPERTY ADDRESS
KK PARTNERS LLC
3020 ROO RD

MAIL TO ADDRESS LEGAL DESCRIPTION
KK PARTNERS LLC LOT 16 GRAVES SUB PT SW 1/4
219 OAK LA SEC 1 T 1 R 22 EXC S'LY 7 FT
WINTHROP HARBOR, IL 60096 DOC#1529760

PARCEL NUMBER LOT \$55.00 \$125.00
01-122-01-452-018-0 0

SNOW CLEARED ON 1/21/11

PROPERTY ADDRESS
HERBERT G ROEHRICH TRUSTEE OF KARL
7112 027 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
KARL O YOUNG TRUST LOT 3 BLK 2 MILBUR PARK SUB
PO BOX 206 PT OF SE 1/4 SEC 1 T 1 R 22
KENOSHA, WI 53141 V 1425 P643
DOC#1641074
DOC#1641075
DOC#1641076

PARCEL NUMBER LOT \$55.00 \$125.00
01-122-01-458-023-0 0

SNOW CLEARED ON 2/17/11

PROPERTY ADDRESS
BRYAN M DINKLENBURG & BLANCA S RAM
7426 027 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
BRYAN M DINKLENBURG N 50 FT OF LOTS 28 & 29 HUXHOLD'S
BLANCA S RAMIREZ SUB PT OF SE 1/4 SEC 1 T1 R22
KENOSHA, WI 53143-5220 DOC#1019051
DOC#1143207
DOC#1178074
DOC#1472797

PARCEL NUMBER LOT \$75.00 \$145.00
01-122-01-478-011-0 0

SNOW CLEARED ON 1/14/11

PROPERTY ADDRESS
DYANNAH M BUTLER
7109 026 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
DYANNAH M BUTLER W 85 FT OF LOT 35 ANDERSON'S
7109 26TH AVE PARK SUB BEING PT OF SE 1/4
KENOSHA, WI 53143 SEC 1 T1 R 22
DOC#1175859
DOC#1187009
DOC#1258611
DOC#1485863

PARCEL NUMBER LOT \$197.00 \$267.00
03-122-05-379-494-0 0

SNOW CLEARED ON 2/12/11

PROPERTY ADDRESS
DEUTSCHE BANK NATIONAL TRUST CO
7223 096 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
DEUTSCHE BANK NATIONAL TRUST LOT 494 WHITECAPS UNIT #5 PT
1675 PALM BEACH LAKES BLVD SE 1/4 OF SW 1/4 SEC 5 T1 R22
WEST PALM BEACH, FL 33401-2110 V1702 P885-87 DOC#971784 1995
(1995 PT 03-122-05-375-002)
DOC#1136386
DOC#1386883
DOC#1492883
DOC#1628369

PARCEL NUMBER LOT \$55.00 \$125.00
03-122-06-113-055-0 0

SNOW CLEARED ON 2/15/11

PROPERTY ADDRESS
MATTHEW D & AMANDA S FRACKER
10504 064 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
MATTHEW D & AMANDA S FRACKER LOT 55 HORIZONS AT WHITECAPS SUB
729 OAKDALE AVE PHASE 1 PT NE 1/4 & NW 1/4 SEC 6
JACKSON, MI 49203-2919 T 1 R 22 PLAT #3245 .23 AC
(2004 PT 03-122-06-176-005)
DOC#1360101
DOC#1417406

PARCEL NUMBER LOT \$80.00 \$150.00
03-122-06-113-061-0 0

SNOW CLEARED ON 2/15/11

PROPERTY ADDRESS
SCOTT M & LAURA M WOJCIK
10518 064 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
SCOTT M & LAURA M WOJCIK LOT 61 HORIZONS AT WHITECAPS
10518 64TH ST PHASE 2 SUB BEING PT OF S 1/2
KENOSHA, WI 53142 OF NE 1/4 SEC 6 T 1 R 22
PLAT #3246 DOC# 1355294
(2004 PT 03-122-06-176-005)
(2004 PT 03-122-06-176-006)
DOC#1360101
DOC#1386290

PARCEL NUMBER LOT \$55.00 \$125.00
03-122-06-113-062-0 0

SNOW CLEARED ON 2/15/11

PROPERTY ADDRESS
CRAIG E & PANDORA PLUNKETT
10519 063 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
CRAIG E & PANDORA PLUNKETT LOT 62 HORIZONS AT WHITECAPS
10519 63RD ST PHASE 2 SUB BEING PT OF S 1/2
KENOSHA, WI 53142 OF NE 1/4 SEC 6 T 1 R 22
PLAT #3246 DOC# 1355294
(2004 PT 03-122-06-176-005)
(2004 PT 03-122-06-176-006)
DOC#1360101
DOC#1386299

PARCEL NUMBER LOT \$55.00 \$125.00
03-122-06-113-063-0 0

SNOW CLEARED ON 2/15/11

PROPERTY ADDRESS
MICHAEL W BONN & RANDY W BONN
10513 063 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
MICHAEL W & RANDY W BONN LOT 63 HORIZONS AT WHITECAPS
10513 63RD ST PHASE 2 SUB BEING PT OF S 1/2
KENOSHA, WI 53142 OF NE 1/4 SEC 6 T 1 R 22
PLAT #3246 DOC# 1355294
(2004 PT 03-122-06-176-005)
(2004 PT 03-122-06-176-006)
DOC#1360101
DOC#1387295
DOC#1602046
DOC#1606723

PARCEL NUMBER LOT \$55.00 \$125.00
03-122-06-113-064-0 0

SNOW CLEARED ON 2/15/11

PROPERTY ADDRESS
JULIA & JACK E THOMPSON
10507 063 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
JULIA & JACK E THOMPSON LOT 64 HORIZONS AT WHITECAPS
10507 63RD ST PHASE 2 SUB BEING PT OF S 1/2
KENOSHA, WI 53142 OF NE 1/4 SEC 6 T 1 R 22
PLAT #3246 DOC# 1355294
(2004 PT 03-122-06-176-005)
(2004 PT 03-122-06-176-006)
DOC#1360101
DOC#1421719
DOC#1592653

PARCEL NUMBER LOT \$55.00 \$125.00
03-122-11-153-001-0 0

SNOW CLEARED ON 2/17/11

PROPERTY ADDRESS
RECONSTRUCTION & REMODELING LLC
7851 047 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
RECONSTRUCTION & REMODELING LL NE 1/4 SEC 11 T 1 R 22 BEG SE
3612 29TH ST COR 47TH AVE & ROOSEVELT RD TH
KENOSHA, WI 53144 NE'LY 120 FT SE'LY 81.5 FT
SW'LY 127.64 FT NW'LY ON ARC
55.10 FT TO BEG
V 1461 P380
DOC#1287290
DOC#1629522
DOC#1630777
DOC#1645000

PARCEL NUMBER LOT \$61.75 \$131.75
03-122-11-158-012-0 0

SNOW CLEARED ON 12/16/10

PROPERTY ADDRESS
WILLIAM B KALLAY
4508 080 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
WILLIAM B KALLAY 16744-1 LOT 14 & W 4 FT OF LOT
4508 80TH ST 15 BLK 6 GRAND VIEW GARDENS SUB
KENOSHA, WI 53142 ALSO VAC ST RES #5642 12/27/55
PT NE 1/4 SEC 11 T 1 R 22
DOC#1167033
DOC#1283064
DOC#1402403
DOC#1504692

PARCEL NUMBER LOT \$55.00 \$125.00
03-122-11-281-014-0 0

SNOW CLEARED ON 2/17/11

PROPERTY ADDRESS
SANDRA L ARNESON
4738 080 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
SANDRA L ARNESON LOT 1 GAIL SUB PT OF
2407 75TH ST NW 1/4 SEC 11 T1 R22
KENOSHA, WI 53143 V 1177 P 46
DOC#1005699
DOC#1392523
DOC#1392524
DOC#1437931
DOC#1587286
DOC#1602268
DOC#1624188

PARCEL NUMBER LOT \$23.75 \$93.75
03-122-11-301-031-0 0

SNOW CLEARED ON 12/16/10

PROPERTY ADDRESS
JAMES A & CHARLES W ROBILLARD & JE
8058 047 CT

MAIL TO ADDRESS LEGAL DESCRIPTION
JAMES A & CHARLES W ROBILLARD SW 1/4 SEC 11 T 1 R 22
1427 18TH AVE STARDUST ESTATES SUB S 18 FT
KENOSHA, WI 53140 OF LOT 9 & ALL OF LOT 10
DOC #1007961
DOC #1007962
DOC #1009110

PARCEL NUMBER LOT \$55.00 \$125.00
04-122-12-155-023-0 0

SNOW CLEARED ON 2/16/11

PROPERTY ADDRESS
DINO J & DONNA M ZAGAME
7945 030 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
DINO J & DONNA M ZAGAME PT OF NE 1/4 SEC 12 T 1 R 22
7945 30TH AVE LOT 425 ELMWOOD MANOR SUB ALSO
KENOSHA, WI 53142-4611 BEG NE COR LOT 425 TH E TO CT
LINE OF CNS RR ROW TH S TO PT
THAT IS E'LY PROLONGATION OF S
LINE OF SD LOT TH W TO SE COR
SD LOT TH N TO POB
DOC#1278056
DOC#1278057
DOC#1394874

PARCEL NUMBER LOT \$55.00 \$125.00
04-122-12-186-006-0 0

SNOW CLEARED ON 2/17/11

PROPERTY ADDRESS
RAYMOND L & JOANNE HENNINGFELD
7925 024 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
RAYMOND L & JOANNE HENNINGFELD LOT 323 GREATER KENOSHA LAND
7925 24TH AVE CO'S 1ST SUB BEING PT OF NE
KENOSHA, WI 53143-5732 1/4 SEC 12 T 1 R 22

PARCEL NUMBER LOT \$52.25 \$122.25
04-122-12-227-004-0 0

SNOW CLEARED ON 12/9/10

PROPERTY ADDRESS
ROBERT SALITURO D.D.S.
3515 075 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
ROBERT D D S SALITURO NW 1/4 SEC 12 T 1 R 22 GREATER
3515 75TH ST KENOSHA LAND CO'S 2ND SUB LOT
KENOSHA, WI 53142-7224 708 ALSO HALF OF VACATED ALLEY
RES 6123 7/58
V 1532 P 969

PARCEL NUMBER LOT \$180.00 \$250.00
04-122-12-227-005-0 0

SNOW CLEARED ON 12/9/10

PROPERTY ADDRESS
ROBERT C SALITURO
3521 075 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
ROBERT C SALITURO LOT 709 GREATER KENOSHA LAND
4707 WASHINGTON RD COMPANY'S 2ND SUB ALSO 1/2
KENOSHA, WI 53144 VACATED ALLEY RES# 6123 7/58
NW 1/4 SEC 12 T 1 R 22
DOC#1117315
DOC#1222258

PARCEL NUMBER LOT \$52.25 \$122.25
04-122-12-238-008-0 0

SNOW CLEARED ON 12/9/10

PROPERTY ADDRESS
NANCY A NICHI
7733 035 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
NANCY A NICHI LOT 636 GREATER KENOSHA LAND
7733 35TH AVE CO'S 2ND SUB BEING PT OF NW
KENOSHA, WI 53142-4633 1/4 SEC 12 T 1 R 22
DOC #984170
DOC#1354350

PARCEL NUMBER LOT \$55.00 \$125.00
04-122-12-238-017-0 0

SNOW CLEARED ON 1/21/11

PROPERTY ADDRESS
JOHN M DOUGHERTY & RICHARD D DOUGH
7724 034 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
JOHN M & RICHARD D DOUGHERTY LOT 624 GREATER KENOSHA LAND
PO BOX 223 CO'S 2ND SUB BEING PT OF NW
MANITOWISH WATERS, WI 54545 1/4 SEC 12 T 1 R 22
 V 1330 P 596
 DOC#1495827

PARCEL NUMBER LOT \$55.00 \$125.00
04-122-12-276-005-0 0

SNOW CLEARED ON 1/20/11

PROPERTY ADDRESS
ARTHUR A & JENNIFER L WEDGE
7823 031 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
ARTHUR A & JENNIFER L WEDGE LOT 359 ELMWOOD MANOR SUB
8524 37TH AVE PT NW 1/4 SEC 12 T 1 R 22
KENOSHA, WI 53142 DOC#1300400
 DOC#1316311
 DOC#1453356

PARCEL NUMBER LOT \$205.00 \$485.00
04-122-12-478-034-0 0

SNOW CLEARED ON 12/9/10, 12/29/10,

PROPERTY ADDRESS 1/21/11 & 2/12/11
DONALD A & LAURI A DEVORE
8306 025 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
DONALD A & LAURI A DEVORE SE 1/4 SEC 12 T 1 R 22
8306 25TH AVE SUNNYSIDE PARK SUB UNIT NO 3
KENOSHA, WI 53143-6274 BLK 12 LOT 2
 DOC #985796

PARCEL NUMBER LOT \$85.50 \$225.50
05-123-06-128-003-0 0

SNOW CLEARED ON 12/13/10 & 12/28/10

PROPERTY ADDRESS
NICKOLAS C ANDERSON
6013 012 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
NICKOLAS C ANDERSON LOT 14 GRANT CT SUB PT
C/O TINA ANDERSON OF NE 1/4 SEC 6 T1 R23
KENOSHA, WI 53143 V 1413 P 811

V 1603 P 222
DOC#1192361
DOC#1192362
DOC#1426446
DOC#1634697
DOC#1640216

PARCEL NUMBER LOT \$42.75 \$112.75
05-123-06-128-005-0 0

SNOW CLEARED ON 12/28/10

PROPERTY ADDRESS
HSBC BANK USA NA TRUSTEE
6023 012 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
HSBC BANK USA NA TRUSTEE LOT 12 GRANT COURT SUB PT
12650 INGENUITY DR OF NE 1/4 SEC 6 T 1 R 23
ORLANDO, FL 32826 V 1621 P956

DOC#1050483
DOC#1205111
DOC#1453698
DOC#1463350 DEED IN ERROR
DOC#1625672

PARCEL NUMBER LOT \$47.50 \$117.50
05-123-06-129-013-0 0

SNOW CLEARED ON 12/14/10

PROPERTY ADDRESS
RICHARD W HERBERT & JACQUELYN J JE
6020 012 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
RICHARD W HERBERT LOT 10 GRANT COURT SUB PT
JACQUELYN JENNINGS OF NE 1/4 SEC 6 T 1 R 23
PLEASANT PRAIRIE, WI 53158 V 1493 P 496

DOC#1047891
DOC#1189721
DOC#1361964
DOC#1609423
DOC#1621009
DOC#1638448

PARCEL NUMBER LOT \$33.25 \$103.25
05-123-06-131-001-0 0

SNOW CLEARED ON 12/13/10

PROPERTY ADDRESS
PIYUSH PATEL
1113 061 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
PIYUSH PATEL W 40 FT OF LOT 1 & W 40 FT OF
515 KAREY CT N 1/2 OF LOT 2 BLK 6 NICHOLS &
WILMETTE, IL 60091 HOLMES ADD BEING PT OF NE 1/4
SEC 6 T1 R23 V 1376 P 514
V 1567 P 753 V 1673 P 602
DOC #1070857 DOC #1159172 DOC #116
DOC #1243253 DOC #1425272 DOC #158

PARCEL NUMBER LOT \$47.50 \$117.50
05-123-06-131-005-0 0

SNOW CLEARED ON 12/28/10

PROPERTY ADDRESS
GREGORY J & LORNA L STOCK
6111 012 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
GREGORY J & LORNA L STOCK PT OF B 6 NICHOLS & HOLMES ADD
6111 12TH AVE OF PT OF NE 1/4 SEC 6 T 1 R 23
KENOSHA, WI 53143-1128 DESCRIBED AS THE S 50 FT LOT 7
COM ON W LINE OF B 82 FT S OF
N LINE OF B TH S 50 FT E 126
FT N 50 FT W 126 FT TO BEG
V 1591 P 351
V 1653 P 687
DOC#1383990

PARCEL NUMBER LOT \$161.50 \$231.50
05-123-06-131-008-0 0

SNOW CLEARED ON 12/28/10

PROPERTY ADDRESS
DEVANG THAKORE & JAISHALI DEVANG T
6121 012 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
DEVANG & JAISHALI THAKORE W 86 FT OF LOT 5 BLK 6 NICHOLS
4451 113TH ST & HOLMES ADD BEING PT OF NE 1/4
PLEASANT PRAIRIE, WI 53158 SEC 6 T 1 R 23
V 1541 P 957
V 1554 P 586
DOC#1186039
DOC#1186858
DOC#1186859
DOC#1325036
DOC#1420223
DOC#1450012
DOC#1490011

PARCEL NUMBER LOT \$142.50 \$212.50
05-123-06-132-004-0 0

SNOW CLEARED ON 12/14/10

PROPERTY ADDRESS
MARK & CINDY PETERSON
6203 012 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
MARK & CINDY PETERSON THE N 46 FT OF LOT 8 BLK 11 EXC
115 N 71ST ST THE E 42 FT NICHOLS & HOLMES ADD
MILWAUKEE, WI 53213 TO VILLAGE OF SOUTHPORT NE1/4
SEC 6 T1 R23 1996 LOT LINE ADJ
DOC #998796
DOC #999119
DOC#1004786
DOC#1165004
DOC#1277065
DOC#1278205
DOC#1484834
DOC#1484835

PARCEL NUMBER LOT \$57.00 \$127.00
05-123-06-132-014-0 0

SNOW CLEARED ON 2/17/11

PROPERTY ADDRESS
MARYELI & J CARMEN BERNAL
6210 011 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
MARYELI & J CARMEN BERNAL LOT 2 BLK 11 NICHOLS & HOLMES
6212 11TH AVE ADD PT OF NE 1/4 SEC 6 T1 R23
KENOSHA, WI 53143 DOC#1083941
DOC#1207320
DOC#1265510
DOC#1327887
DOC#1438017

PARCEL NUMBER LOT \$55.00 \$125.00
05-123-06-134-004-0 0

SNOW CLEARED ON 2/17/11

PROPERTY ADDRESS
DEUTSCHE BANK NATIONAL TRUST COMPA
6309 012 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
DEUTSCHE BANK NATIONAL TRUST LOT 9 BLK 12 NICHOLS & HOLMES
1661 WORTHINGTON RD SUITE 10 ADD PT OF NE 1/4 SEC 6 T1 R23
WEST PALM BEACH, FL 33409-6493 DOC#1030443
DOC#1041865
DOC#1622302

PARCEL NUMBER LOT \$62.00 \$132.00
05-123-06-135-004-0 0

SNOW CLEARED ON 12/14/10

PROPERTY ADDRESS
JOSEPH C & KARRI L MOORE
6317 011 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
JOSEPH C & KARRI L MOORE LOT 8 BLK 13 NICHOLS & HOLMES
703 15TH PL ADD BEING PT OF NE 1/4 SEC 6
KENOSHA, WI 53140 T 1 R 23
DOC#1200414

PARCEL NUMBER LOT \$55.00 \$125.00
05-123-06-156-024-0 0

SNOW CLEARED ON 1/21/11

PROPERTY ADDRESS
MONARCH PLASTICS INC
1205 065 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
MONARCH PLASTICS INC PT NE 1/4 SEC 6 T 1 R 23 BOND
1205 65TH ST & STRONG'S ADDITION COM NE COR
KENOSHA, WI 53143-5010 BLK 25 W ALONG N LN OF BLK 25
 & S LN OF 65 TH ST 109.50 FT
 TO BEG TH S 291.30 FT E 114.02
 FT TO E'LY LN OF BLK 25 TH S
 252.45 FT TO N LN OF 66TH PL
 TH W 50 FT S 22 FT W 288.44 FT
 S 210.33 FT TO S LN BLK 26 W
 40 FT N 210.3 FT W 126 FT N
 565.05 FT E 409.33 FT TO
 P.O.B. VOL 1127 P 946 1984
 6.03 AC +/-

PARCEL NUMBER LOT \$55.00 \$125.00
05-123-06-204-011-0 0

SNOW CLEARED ON 2/17/11

PROPERTY ADDRESS
LEROY S FINNIGAN II
6033 018 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
LEROY S FINNIGAN II N 50 FT OF W 142 FT OF LOT 3
6033 18TH AVE BLK 3 BOND'S SUB BEING PT OF
KENOSHA, WI 53143-4424 NW 1/4 SEC 6 T 1 R 23
 V 1041 P 740
 DOC# 1304232
 DOC# 1612779

PARCEL NUMBER LOT \$178.50 \$318.50
05-123-06-228-024-0 0

SNOW CLEARED ON 12/13/10 & 2/16/11

PROPERTY ADDRESS
CHANCE C CELESTE
2002 061 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
CHANCE C CELESTE S 62 FT OF LOT 9 BLK 6 BOND'S
3825 CONTESSA CT SUB PT OF NW 1/4 SEC 6 T1 R23
STURTEVANT, WI 53177 V 1468 P 252

DOC#1065065
DOC#1161366
DOC#1304857 DEED IN ERROR
DOC#1322714 CORRECTION

PARCEL NUMBER LOT \$102.50 \$242.50
05-123-06-229-003-0 0

SNOW CLEARED ON 12/14/10 & 2/16/11

PROPERTY ADDRESS
ALISON M SUITS
2013 061 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
ALISON M SUITS LOT 3 BLK 8 BOND'S SUB PT
2013 61ST ST OF NW 1/4 SEC 6 T 1 R 23
KENOSHA, WI 53143 DOC#1124510

DOC#1284200
DOC#1375725
DOC#1470520

PARCEL NUMBER LOT \$55.00 \$125.00
05-123-06-229-004-0 0

SNOW CLEARED ON 2/16/11

PROPERTY ADDRESS
RONNIE D TIMMS
2019 061 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
RONNIE D TIMMS LOT 4 BLK 8 BOND'S SUB PT
4705 17TH AVE OF NW 1/4 SEC 6 T 1 R 23
KENOSHA, WI 53140 DOC#1260770

PARCEL NUMBER LOT \$55.00 \$125.00
05-123-06-229-005-0 0

SNOW CLEARED ON 2/16/11

PROPERTY ADDRESS
BAC HOME LOANS SERVICING LP
2023 061 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
BAC HOME LOANS SERVICING LP LOT 5 BLK 8 BOND'S SUB PT
7105 CORPORTATE DR PTX-B-209 OF NW 1/4 SEC 6 T 1 R 23
PLANO, TX 75024 DOC#1080735

DOC#1099428
DOC#1138751
DOC#1390240
DOC#1399660
DOC#1403960
DOC#1514744
DOC#1631001

PARCEL NUMBER LOT \$55.00 \$125.00
05-123-06-303-005-0 0

SNOW CLEARED ON 2/18/11

PROPERTY ADDRESS
SECRETARY OF HOUSING & URBAN DEVEL
6725 016 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
SECRETARY OF HUD 05614-1 LOT 18 & N 1/2 OF LOT
DENVER HOME OWNERSHIP CENTER 19 ENGLSIDE SUB PT OF SW 1/4
DENVER, CO 80202 SEC 6 T 1 R 23

DOC#1227543
DOC#1239585
DOC#1262518
DOC#1395516
DOC#1624253
DOC#1626346

PARCEL NUMBER LOT \$55.00 \$125.00
05-123-06-304-029-0 0

SNOW CLEARED ON 2/16/11

PROPERTY ADDRESS
JUDITH A THATCHER
1614 068 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
JUDITH A THATCHER PT SW 1/4 SEC 6 T 1 R 23 BEG
1614 68TH ST N LN 68TH ST 50 FT E OF E LN
KENOSHA, WI 53143-4939 17TH AVE TH E ALG 68TH ST 53

FT N 132 FT W 53 FT S 132 FT
TO POB V 1381 P 185
(1991 PT 05-122-06-304-011 & -012)
DOC#1281590
DOC#1281592
DOC#1445637
DOC#1445638
DOC#1465496

PARCEL NUMBER LOT \$150.00 \$220.00
05-123-06-388-021-0 0

SNOW CLEARED ON 1/14/11

PROPERTY ADDRESS
DESMOND B & AMBER PENROSE
7422 SHE RD

MAIL TO ADDRESS LEGAL DESCRIPTION
DESMOND B & AMBER PENROSE PT SW 1/4 SEC 6 T 1 R 23 COM
7422 SHERIDAN RD AT NW COR SHERIDAN ROAD & 75TH
KENOSHA, WI 53143 ST TH N'LY 45 FT ALONG W LN SD
SHERIDAN ROAD TH W 127.13 FT
TH S 43.61 FT TO N LN 75TH ST
TH E 119.88 FT TO BEG 1983 EXC
SHERIDAN RD ROW DOC#1215525
(2002 LOT LINE ADJUSTMENT)
DOC#1163258
DOC#1172722
DOC#1389179
DOC#1512426

PARCEL NUMBER LOT \$191.00 \$331.00
05-123-06-453-013-0 0

SNOW CLEARED ON 1/20/11 & 2/13/11

PROPERTY ADDRESS
GARY L MADISON
7421 SHE RD

MAIL TO ADDRESS LEGAL DESCRIPTION
GARY L MADISON LOT 13 PFENNIG'S SUNNYSIDE SUB
7421 SHERIDAN RD BEING PT OF SE 1/4 SEC 6 T1 R23
KENOSHA, WI 53143 EXC SHERIDAN RD ROW DOC@1222025
(2002 LOT LINE ADJUSTMENT)
V 1390 P526
V 1657 P304
DOC#1019314
DOC#1174237
DOC#1362939

PARCEL NUMBER LOT \$916.25 \$1,196.25
05-123-06-479-017-0 0

SNOW CLEARED ON 12/9/10, 1/14/11,

PROPERTY ADDRESS 1/20/11 & 2/12/11
GURPAL WISCONSIN STATIONS LLC
704 075 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
GURPAL WISCONSIN STATIONS LLC 4132-1B SE 1/4 SEC 7 T 1 R 23
9653 N GRANVILLE RD COM NW COR 7TH AVE & 75TH ST
MEQUON, WI 53097 TH N'LY 110.9 FT W 145.15 FT S
110.3 FT* TO N LN 75TH ST E TO
BEG V977 P230
DOC#1394141

PARCEL NUMBER LOT \$169.00 \$239.00
06-123-07-103-015-0 0

SNOW CLEARED ON 12/16/10

PROPERTY ADDRESS
RICHARD J COSHUN JR & KRISTINE A C
7618 006 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
RICHARD J JR & KRISTINE COSHUN LOT 6 HANSIS ADD PT OF
7618 6TH AVE NE 1/4 SEC 7 T 1 R 23
KENOSHA, WI 53143-6009 DOC#1341987

PARCEL NUMBER LOT \$97.75 \$237.75
06-123-07-104-005-0 0

SNOW CLEARED ON 12/9/10 & 2/12/11

PROPERTY ADDRESS
DOROTHY A HEALY
7713 007 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
DOROTHY A HEALY COM ON E LINE 7TH AVE 653.7 FT
1408 54TH ST S OF S LINE OF 75TH ST TH S 51
KENOSHA, WI 53140-6033 FT E 144 FT N 51 FT W 144 FT
TO BEG ALSO THE S 2 FT OF LOT
31 HANSIS ADD PT OF NE 1/4 SEC
7 T 1 R 23
DOC#1437736
DOC#1598774

PARCEL NUMBER LOT \$55.00 \$125.00
06-123-07-128-002-0 0

SNOW CLEARED ON 2/12/11

PROPERTY ADDRESS
CHAOU ICHO BARKHO
1007 075 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
CHAOU ICHO BARKHO THE N 93 FT OF W 37 FT OF LOT
1007 75TH ST 3 & N 93 FT OF E 6 FT LOT 2
KENOSHA, WI 53143 PFENNIG & BUTCHER'S LIBERTY
SUB OF PT OF NE 1/4 SEC 7 T 1
R 23 ALSO DESCRIBED AS:COM ON
S LINE 75TH ST 43 FT W OF NE
COR LOT 4 TH S 93 FT W 43 FT
N 98 FT E 43 FT TO BEG
V 1453 P 598
V 1600 P 879
DOC#1415054
DOC#1504795
DOC#1521325

PARCEL NUMBER LOT \$180.00 \$250.00
06-123-07-129-001-0 0

SNOW CLEARED ON 1/20/11

PROPERTY ADDRESS
KENNETH E RUBEN & JENNIFER J BELJA
1115 075 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
KENNETH E RUBEN PT NE 1/4 SEC 7 T 1 R 23 COM AT
JENNIFER J BELJAEFF A PT 25 FT S OF N LN & 342 FT E
KENOSHA, WI 53143 OF W LN TH S 119 FT TH E 110.75
FT TO W LN CNW RR TH N 10 DEG 24'
W 120.95 FT TO S LN 75TH ST TH W
88.73 FT TO E LN 12TH AVE & POB
DOC#1034700
DOC#1233578
DOC#1258343
DOC#1327201
DOC#1342166

PARCEL NUMBER LOT \$303.00 \$443.00
06-123-07-130-001-0 0

SNOW CLEARED ON 1/20/11 & 2/12/11

PROPERTY ADDRESS
SECRETARY OF HOUSING & URBAN DEVEL
1203 075 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
SECRETARY OF HUD PT W 1/2 OF NE 1/4 SEC 7 T1 R23
C/O DENVER HOME OWNERSHIP CT COM AT A PT 25 FT S OF N LINE
DENVER, CO 80202 OF 1/4 SEC & 244 FT E OF W LN
1/4 SEC TH S 119.5 FT TH E 48
FT N 119.5 FT W 48 FT TO POB
V1351 P812
COURT FILE 94FA479
DOC#1034087
DOC#1044615
DOC#1047690
DOC#1473490
DOC#1635088
DOC#1641587

PARCEL NUMBER LOT \$55.00 \$125.00
06-123-07-209-020-0 0

SNOW CLEARED ON 2/17/11

PROPERTY ADDRESS
FRANK J MURPHY
7708 SHE RD

MAIL TO ADDRESS LEGAL DESCRIPTION
FRANK J MURPHY LOT 34 PFENNIG'S SOUTHERN ADD
11404 MALLORY SQUARE DR PT OF NW 1/4 SEC 7 T 1 R 23
TAMPA, FL 33635-6352 DOC#1094120
DOC#1280567
DOC#1487965

PARCEL NUMBER LOT \$117.00 \$187.00
06-123-07-277-012-0 0

SNOW CLEARED ON 1/20/11

PROPERTY ADDRESS
US BANK NATIONAL ASSOCIATION TRUST
7840 014 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
US BANK NATIONAL ASSOCIATION E 65 FT OF LOT 34 & E 65 FT OF
1100 VIRGINIA DR S 21 FT OF LOT 35 WALLIS PARK
FORT WASHINGTON, PA 19034 TRUSTEE'S RE-SUB BEING PT OF
NW 1/4 SEC 7 T 1 R 23
DOC#1050948
DOC#1100325
DOC#1638731

PARCEL NUMBER LOT \$55.00 \$125.00
06-123-07-326-003-0 0

SNOW CLEARED ON 1/21/11

PROPERTY ADDRESS
WELLS FARGO BANK MINNESOTA
1815 080 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
WELLS FARGO BANK MINNESOTA SW 1/4 SEC 7 T 1 R 23 KIRCHNER
1675 PALM BEACH LAKES BLVD GARDENS SUB LOT 35
WEST PALM BEACH, FL 33401 DOC#987917
DOC#1628069

PARCEL NUMBER LOT \$55.00 \$125.00
06-123-07-351-010-0 0

SNOW CLEARED ON 2/17/11

PROPERTY ADDRESS
GWK-ALK LLP
8303 022 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
GWK-ALK LLP PT OF SW 1/4 SEC 7 T1 R 23 BEG
1585 22ND AVE 1483.85 FT S OF NW COR 1/4 E
KENOSHA, WI 53140 150.03 FT S 99.54 FT W 150.03
FT N 99.54 FT TO BEG EXC W 40 FT
FOR ROAD
V 1358 P 984
DOC#1076295
DOC#1088592

PARCEL NUMBER LOT \$55.00 \$125.00
07-222-13-301-033-0 0

SNOW CLEARED ON 2/18/11

PROPERTY ADDRESS
EMORY E PATTERSON
1613 036 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
EMORY E PATTERSON LOT 33 HUNTER'S RIDGE SUB PT
11958 24TH CT SW 1/4 SEC 13 T 2 R 22 1992
PLEASANT PRAIRIE, WI 53158 (PT 07-222-13-375-001 & 002)

DOC #990836
DOC #990837
DOC#1425850
DOC#1425851
DOC#1435157
DOC#1497698
DOC#1512518
DOC#1527065

PARCEL NUMBER LOT \$134.00 \$204.00
07-222-24-103-010-0 0

SNOW CLEARED ON 2/13/11

PROPERTY ADDRESS
HARJIO INC
1900 022 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
HARJIO INC PT NE 1/4 SEC 24 T 2 R 22 COM
8809 CAMELOT TERR 1012.62 FT (REC 1004.4 FT) S
STURTEVANT, WI 53177 OF NE COR 1/4 TH W 33.06 FT TO

W LN 22ND AVE & POB TH CONT N
87 DEG 10'30"W 165.18 FT TH S
175.26 FT TH E 165 FT TH N ALG
22ND AVE 166.71 FT TO POB ANNEX
ORD 12-10 DOC#1611548
(2011 ANNEX 80-4-222-241-0110)
(2011 COMB W/07-222-24-103-001)
V 1573 P 318
DOC#1103679
DOC#1125741
DOC#1325749
DOC#1459795 .65AC

PARCEL NUMBER LOT \$55.00 \$125.00
07-222-24-181-012-0 0

SNOW CLEARED ON 2/13/11

PROPERTY ADDRESS
BANK OF AMERICA NA
2211 025 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
BANK OF AMERICA NA LOT 105 FIRST ADD TO JENS
800 STATE HIGHWAY 121 BYPASS HAUGAARD SUB PT NE 1/4 SEC
LEWISVILLE, TX 75067 24 T 2 R 22
V 622 P 640
DOC#1184036
DOC#1185509
DOC#1337495
DOC#1639112

PARCEL NUMBER LOT \$55.00 \$125.00
07-222-24-251-064-0 0

SNOW CLEARED ON 1/14/11

PROPERTY ADDRESS
STEVEN T COLOMBUS
3634 022 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
STEVEN T COLOMBUS LOT 64 PARK RIDGE ESTATES ADDITON
3634 22ND ST #3 PT NW 1/4 SW 1/4 SEC 24 T2 R22
KENOSHA, WI 53144 PLAT#5343 DOC#1140588 .56 AC
(2000 PT 07-222-24-251-004)
DOC#1157989
DOC#1622534

PARCEL NUMBER LOT \$150.00 \$220.00
07-222-24-252-021-0 0

SNOW CLEARED ON 1/14/11

PROPERTY ADDRESS
KYLE KENNEDY
3700 022 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
KYLE KENNEDY LOT 21 PARKVIEW HEIGHTS SUB A
10519 75TH ST RE-DIV OF OUTLOT 3 CSM #2517
KENOSHA, WI 53142 PT NW 1/4 & SW 1/4 SEC 24 T2
R 22 PLAT #5375 DOC#1502443
(2007 PT 07-222-24-207-003)
DOC#1528074
DOC#1531450 CORRECTION
DOC#1604322

PARCEL NUMBER LOT \$328.75 \$468.75
07-222-25-108-018-0 0

SNOW CLEARED 1/14/11 & 2/16/11

PROPERTY ADDRESS
LOUIS SALITURO
3420 022 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
LOUIS SALITURO NE 1/4 SEC 25 T 2 R 22 COM AT
4609 17TH AVE A PT 66 FT W OF E LINE OF 1/4
KENOSHA, WI 53140 SEC & N LINE OF 35TH ST AS
EXTENDED TH W 207 FT N 60 FT E
207 FT S 60 FT TO BEG EXCEPT E
7 FT & EXCEPT W 70 FT
DOC#1042794
DOC#1383498
DOC#1387704
DOC#1410888

PARCEL NUMBER LOT \$55.00 \$125.00
08-222-35-102-048-0 0

SNOW CLEARED ON 2/17/11

PROPERTY ADDRESS
ROBERT & BARBARA LEES
4522 040 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
ROBERT & BARBARA LEES PT NE 1/4 SEC 35 T 2 R 22 OUT-
4522 40TH AVE LOT "C" CSM #1509 V 1466 P 243
KENOSHA, WI 53144-3506 1992 .91 AC
(08-222-35-102-032)

PARCEL NUMBER LOT \$170.00 \$240.00
08-222-35-304-013-0 0

SNOW CLEARED ON 2/13/11

PROPERTY ADDRESS
NATALIE D CULLINANE & JEFFERY W BL
5522 049 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
NATALIE D CULLINANE SW 1/4 SEC 35 T 2 R 22 BEG SE
JEFFERY W BLATHERWICK COR OF LOT 155 HANNAN HEIGHTS
CROWN POINT, IN 46307 THIRD ADD TH E ON N LINE OF
56TH ST 162.09 FT TO CENTER
LINE OF 49TH AVE N 109.6 FT W
162.06 FT S 109.55 FT TO BEG
EXC E 30 FT FOR ROAD
V 1359 P 354 V 1656 P 48
DOC#1136973 DOC#1376411
DOC#1484447 DOC#1572877

PARCEL NUMBER LOT \$55.00 \$125.00
08-222-35-376-025-0 0

SNOW CLEARED ON 2/18/11

PROPERTY ADDRESS
JANESA SCHOOK
4828 057 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
JANESA SCHOOK LOT 5 HANNAN FARM HILLS SUB
601 N SCHOOL ST PT SE 1/4 OF SW 1/4 OF SE 1/4
SILVER LAKE, WI 53170 SEC 35 V 1422 P 25 1991
(PT 08-222-35-376-001)
V 1459 P 495
V 1678 P 307
DOC #985779
DOC#1496937

PARCEL NUMBER LOT \$55.00 \$125.00
08-222-35-478-002-0 0

SNOW CLEARED ON 2/25/11

PROPERTY ADDRESS
KRISTINE M & TODD M BROWN
4115 056 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
KRISTINE M & TODD M BROWN LOT 62 DAVIS MODEL HOMES SUB
1416 35TH AVE PT OF SE 1/4 SEC 35 T 2 R 22
KENOSHA, WI 53144 V 1526 P 666
DOC#1107472
DOC#1258526
DOC#1458614
DOC#1462545
DOC#1479169

PARCEL NUMBER LOT \$87.00 \$157.00
08-222-35-478-003-0 0

SNOW CLEARED ON 2/25/11

PROPERTY ADDRESS
FERNANDO & LUCY GALLEGOS
4119 056 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
FERNANDO & LUCY GALLEGOS LOT 61 DAVIS MODEL HOMES SUB
4119 56TH ST PT OF SE 1/4 SEC 35 T 2 R 22
KENOSHA, WI 53144-2561 V1468 P967
DOC#1043360
DOC#1297819

PARCEL NUMBER LOT \$156.75 \$226.75
09-222-36-107-011-0 0

PROPERTY ADDRESS
BANK OF AMERICA NA
2524 050 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
BANK OF AMERICA NA W 41 FT OF LOTS 13 & 14 BLK 1
4708 MERCANTILE DR N NEWELL-HOYT INDUSTRIAL SUB
FT WORTH, TX 76137-3605 PT OF NE 1/4 SEC 36 T 2 R 22
 V 1459 P 307
 DOC#1511505
 DOC#1640206

PARCEL NUMBER LOT \$152.00 \$222.00
09-222-36-110-012-0 0

 SNOW CLEARED ON 12/16/10

PROPERTY ADDRESS
DANNY & ELIZABETH MAYBERRY
2214 050 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
DANNY C & ELIZABETH A MAYBERRY LOT 13 B 7 NEWELL-HOYT SUB BEING
1803 35TH ST PT OF NE 1/4 SEC 36 T2 R22 ALSO
KENOSHA, WI 53140 PT W 1/2 VACATED ALLEY RES#137-96
 DOC#1039797 1997
 V1550 P249

PARCEL NUMBER LOT \$55.00 \$125.00
09-222-36-181-021-0 0

 SNOW CLEARED ON 3/2/11

PROPERTY ADDRESS
JOE & SANTINA LUCCHETTA
2414 052 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
JOE & SANTINA LUCCHETTA THE W 25 FT OF LOT 9 & ALL OF
4111 86TH PL LOT 10 BLK 3 NEWELL-HOYT SUB
KENOSHA, WI 53142 PT NE 1/4 SEC 36 T 2 R 22
 (1998 COMB 09-222-36-181-010 &-011
 V 1515 P 61
 DOC#1386902
 DOC#1568736
 2410 & 2414 52ND ST

PARCEL NUMBER LOT \$57.00 \$127.00
09-222-36-228-012-0 0

SNOW CLEARED ON 12/9/10

PROPERTY ADDRESS
WELLS FARGO BANK NA
4628 037 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
WELLS FARGO BANK NA LOT 132 WILSON HEIGHTS FIRST
6 EXECUTIVE CIR STE 100 ADD NW 1/4 SEC 36 T 2 R 22
IRVINE, CA 92614 V 1479 P 632

DOC#1149747
DOC#1194259
DOC#1250623
DOC#1453740
DOC#1640202

PARCEL NUMBER LOT \$147.25 \$217.25
09-222-36-306-022-0 0

SNOW CLEARED ON 12/9/10

PROPERTY ADDRESS
FRANK NUDI
5302 032 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
FRANK NUDI LOT 109 HOLLYWOOD SUB BEING PT
5302 32ND AVE OF SW 1/4 SEC 36 T 2 R 22
KENOSHA, WI 53144 V 1534 P 76

DOC #975153
DOC#1347408
DOC#1418437

PARCEL NUMBER LOT \$439.00 \$649.00
09-222-36-339-020-0 0

SNOW CLEARED ON 12/9/10, 1/21/11 &

PROPERTY ADDRESS 2/18/11
DAVID A & KRISTEN M RAPOSO
5302 035 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
DAVID A & KRISTEN M RAPOSO N 1/2 OF LOT 10 HOMEWOOD SUB
C/O KRISTEN M BROWNING PT OF SW 1/4 SEC 36 T 2 R 22
EL PASO, TX 79934 DOC#1152891

DOC#1409957
DOC#1409959
DOC#1534884

PARCEL NUMBER LOT \$80.00 \$150.00
09-222-36-410-001-0 0

SNOW CLEARED ON 12/28/10

PROPERTY ADDRESS
NUNZIO COVELLI
2209 054 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
NUNZIO COVELLI 8627 PT OF SE 1/4 SEC 36 T 2
3401 14TH ST R22 PT OF LOTS 11 & 12 BLK 9
KENOSHA, WI 53144 BAIN'S SUB THE N 50 FT OF LOT
12 & W 80 FT OF N 50 FT OF LOT
11 & W 80 FT OF S 5 FT OF LOT
12 EX E 16 FT FOR ROAD AS IN
VOL 1186 P 626 1986
V 1648 P 770
DOC#1120066
DOC#1148550

PARCEL NUMBER LOT \$38.00 \$108.00
09-222-36-476-003-0 0

SNOW CLEARED ON 12/9/10

PROPERTY ADDRESS
EDWIN R WILLIAMS
5507 023 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
EDWIN R WILLIAMS S 11 FT OF LOT 1 & N 36 FT OF
5507 23RD AVE LOT 2 BLK 16 BAIN'S SUB PT
KENOSHA, WI 53140-3506 OF SE 1/4 SEC 36 T 2 R 22
DOC#1045571
DOC#1141594
DOC#1351963
DOC#1369533

PARCEL NUMBER LOT \$57.00 \$127.00
09-222-36-477-006-0 0

SNOW CLEARED ON 12/9/10

PROPERTY ADDRESS
WELLS FARGO BANK NA
5529 024 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
WELLS FARGO BANK NA LOT 6 BLK 15 BAIN'S SUB PT
C/O SECRETARY OF HUD OF SE 1/4 SEC 36 T 2 R 22
OKLAHOMA CITY, OK 73108 V 1599 P 910
DOC#1232141
DOC#1259931
DOC#1356143
DOC#1476024
DOC#1494348
DOC#1619519

PARCEL NUMBER LOT \$42.75 \$112.75
09-222-36-483-007-0 0

SNOW CLEARED ON 12/9/10

PROPERTY ADDRESS
EDWIN R WILLIAMS
5805 023 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
EDWIN R WILLIAMS PT OF BLK 1 VETTER'S SUB OF PT
5805 23RD AVE OF SE 1/4 SEC 36 T 2 R 22 COM
KENOSHA, WI 53140-3809 368 4/7 FT N OF 60TH ST ON E
LINE OF 23RD AVE TH E 109 FT N
42 1/7 FT W 109 FT S TO BEG
DOC#1032296
DOC#1074740
DOC#1351322

PARCEL NUMBER LOT \$348.00 \$488.00
10-223-19-229-001-0 0

SNOW CLEARED ON 12/9/10 & 1/21/11

PROPERTY ADDRESS
SECRETARY OF HOUSING & URBAN DEVEL
1803 021 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
SECRETARY OF HUD LOT 282 NORTHERN ESTATES SUB
DENVER HOME OWNERSHIP CENTER PT OF NW 1/4 SEC 19 T 2 R 23
DENVER, CO 80202 V 1570 P 298
DOC #1310987
DOC #1632548
DOC #1638472

PARCEL NUMBER LOT \$52.25 \$122.25
10-223-19-256-013-0 0

SNOW CLEARED ON 12/29/10

PROPERTY ADDRESS
SECRETARY OF VETERANS AFFAIRS
2125 022 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
SECRETARY OF VETERANS AFFAIRS LOT 49 VILLA CAPRI UNIT 2
1 FEDERAL DR PT NW 1/4 SEC 19 T 2 R 23
ST PAUL, MN 55111 DOC#1322278
DOC#1500475
DOC#1515951
DOC#1602562

PARCEL NUMBER LOT \$55.00 \$125.00
10-223-19-277-032-0 0

SNOW CLEARED ON 2/18/11

PROPERTY ADDRESS
MVC PROPERTIES LLC
1944 016 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
MVC PROPERTIES LLC LOT 78 NORTHERN ESTATES SUB
C/O MARK CONRAD PT NW 1/4 SEC 19 T 2 R 23
RACINE, WI 53406 V 1430 P 449

DOC#1387000
DOC#1397152
DOC#1464331

PARCEL NUMBER LOT \$55.00 \$125.00
10-223-19-309-005-0 0

SNOW CLEARED ON 2/15/11

PROPERTY ADDRESS
SECRETARY OF HOUSING & URBAN DEVEL
1525 025 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
SECRETARY OF HUD LOT 33 KENOSHA INDUSTRIAL ASSN'S
C/O DENVER HOMEOWNERSHIP CTR SUB PT OF SW 1/4 SEC 19 T 2 R 23
DENVER, CO 80202 V 1534 P 289

DOC#1143492
DOC#1149746
DOC#1378767
DOC#1531089
DOC#1534449
DOC#1559720
DOC#1640092
DOC#1640499

PARCEL NUMBER LOT \$126.25 \$266.25
10-223-19-377-005-0 0

SNOW CLEARED ON 12/29/10 & 2/17/11

PROPERTY ADDRESS
TODD HANSEN
1628 031 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
TODD HANSEN PT SW 1/4 SEC 19 T 2 R 23 BEG
PO BOX 369 545 FT W OF NW COR OF 14TH AVE
KENOSHA, WI 53141 & 31ST ST TH W 67.36 FT N 151
FT E 73.52 FT SW'LY TO BEG

V 1694 P 733
DOC#1350157
DOC#1434207

PARCEL NUMBER LOT \$100.00 \$170.00
11-223-30-154-001-0 0

SNOW CLEARED ON 2/15/11

PROPERTY ADDRESS
ADAM S GONZALES JR
1105 035 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
ADAM S GONZALES JR LOT 85 ADDITION TO ALBERT H PFARR
1105 35TH ST & SONS SUB NE 1/4 SEC 30 T 2 R 23
KENOSHA, WI 53140 V 1432 P 897

V 1589 P 471
DOC #979652 (DEED IN ERROR)
DOC #1039810 (CORRECTION)
DOC #1074970
DOC #1475961
DOC #1475962
DOC #1567382 DEED IN ERROR

PARCEL NUMBER LOT \$55.00 \$125.00
11-223-30-236-014-0 0

SNOW CLEARED ON 2/18/11

PROPERTY ADDRESS
RONALD PETERSON & DIANA BRADSHAW
1822 034 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
RONALD PETERSON PT OF BLK 8 OF NORTH KENOSHA
DIANA BRADSHAW BEING PT OF SUB KNOWN AS
ANTIOCH, IL 60002 TRUSTEES SUB NW 1/4 SEC 30 T2

R 23 COM 200 FT W OF NW COR
18TH AV & 34TH ST TO BEG TH N
126 FT W 40 FT S 126 FT E 40
FT TO POB 1981
DOC#1017410
DOC#1317522

PARCEL NUMBER LOT \$55.00 \$125.00
11-223-30-258-008-0 0

SNOW CLEARED ON 2/15/11

PROPERTY ADDRESS
FRANK & IRENE TRECROCI
3721 021 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
FRANK & IRENE TRECROCI 1112-1 S 16 FT OF LOT 13 & ALL
1218 42ND AVE OF LOT 12 BLK 5 HOOD'S 2ND ADD
KENOSHA, WI 53144 PT OF THE NW 1/4 SEC 30 T2 R23

DOC#1190948
DOC#1454298

PARCEL NUMBER LOT \$55.00 \$125.00
11-223-30-354-017-0 0

SNOW CLEARED ON 2/16/11

PROPERTY ADDRESS
PATI REAL ESTATE HOLDINGS LLC
4212 021 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
PATI REAL ESTATE HOLDINGS LLC LOT 66 ZEITLER'S SUB BEING PT
C/O 4400 WILL ROGERS PKWY 30 OF SW 1/4 SEC 30 T 2 R 23
OKLAHOMA CITY, OK 73108 V 1526 P 582

DOC #985442
DOC#1097917
DOC#1171883
DOC#1171884
DOC#1177036
DOC#1639921

PARCEL NUMBER LOT \$55.00 \$125.00
11-223-30-357-008-0 0

SNOW CLEARED ON 2/15/11

PROPERTY ADDRESS
ODILLON ROMAN OR SILVIA CRUZ
4409 022 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
ODILLON ROMAN LOT 82 ZEITLER'S SUB BEING PT
SILVIA CRUZ OF SW 1/4 SEC 30 T 2 R 23
KENOSHA, WI 53140-2633 V 1390 P 701

DOC#1119724
DOC#1156143
DOC#1252522
DOC#1442646
DOC#1565293
DOC#1619512
DOC#1624644
DOC#1642655

PARCEL NUMBER LOT \$203.00 \$273.00
11-223-30-358-008-0 0

SNOW CLEARED ON 2/15/11

PROPERTY ADDRESS
GRACE PETROMART INC
4433 022 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
GRACE PETROMART INC ALL OF LOTS 112, 113 & 114 ALSO
4433 22ND AVE VACATED ALLEY LYING BETWEEN LOTS
KENOSHA, WI 53140 113 & 114 AS VAC RES #202-72 10/5/
1972 DOC#551798 AND W 27 FT OF LOT
111 IN ZEITLER'S SUB BEING PT OF
SW 1/4 SEC 30 T2 R23 EXC THE S 4.9
FT OF W 27 FT OF LOT 111 & S 4.9 F
OF E 29.1 FT LOT 112 ZEITLER'S SUB
ALSO EXC W 9.95 FT LOT 114 FOR RD
(1999 COMB 11-223-30-358-004,-006,
DOC #984124
DOC#1034095
DOC#1122779
DOC#1430790

PARCEL NUMBER LOT \$181.00 \$251.00
11-223-30-380-001-0 0

SNOW CLEARED ON 2/16/11

PROPERTY ADDRESS
PAUL YUTKA
1319 044 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
PAUL YUTKA PT OF SW 1/4 SEC 30 T 2 R 23
3311 14TH PL COM 10 RDS N OF 1/4 SEC & 10
KENOSHA, WI 53144-2986 RDS W OF C & N W R R TH N TO
44TH ST W 55 FT S TO PT 10 RDS
N OF 1/4 SEC E 55 FT TO BEG
EXC E 17 FT FOR PT OF 13TH CT

PARCEL NUMBER LOT \$325.00 \$395.00
11-223-30-403-001-0 0

SNOW CLEARED ON 1/21/11

PROPERTY ADDRESS
STEPHEN F ESTES
3803 007 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
STEPHEN F ESTES SE 1/4 SEC 30 T 2 R 23 BEG 228
216 CANDIA LN FT N OF SW COR BLK 38 TH E 132
CARY, NC 27519-8810 FT N 86 FT TH W 132 FT TH S 86
FT TO BEG
DOC#1050418
DOC#1274113
DOC#1338666

PARCEL NUMBER LOT \$69.00 \$139.00

11-223-30-409-011-0 0

SNOW CLEARED ON 3/15/11

PROPERTY ADDRESS

DORIE & MEL WESTMEYER
4056 005 AV

MAIL TO ADDRESS

DORIE & MEL WESTMEYER
4128 N SPRINGFIELD AVE
CHICAGO, IL 60618

LEGAL DESCRIPTION

S 1/3 OF SE 1/4 OF BLK 44 OF
PT OF SE 1/4 SEC 30 T 2 R 23
DOC#1163772

DOC#1227268
DOC#1483647

PARCEL NUMBER LOT \$109.25 \$249.25

11-223-30-431-003-0 0

SNOW CLEARED ON 12/9/10 & 12/29/10

PROPERTY ADDRESS

RYAN P O'DAY & JAMIE L CLEVELAND
4010 011 AV

MAIL TO ADDRESS

RYAN P O'DAY
JAMIE L CLEVELAND
EDWARDSVILLE, IL 62025

LEGAL DESCRIPTION

PT OF LOTS 3,4 & 5 B 2 BENDT'S
SUB OF PT OF BLK 27 SE 1/4 SEC
30 T 2 R 23 COM 95 FT S OF NE

COR LOT 1 TH W 62.41 FT SE'LY
70 FT E 62.07 FT N 70 FT TO BEG
DOC#1055944
DOC#1306985
DOC#1306986

PARCEL NUMBER LOT \$28.50 \$98.50

11-223-30-433-011-0 0

SNOW CLEARED ON 12/9/10

PROPERTY ADDRESS

MATTHEW B & ELIZABETH J MUNDY
918 WAS RD

MAIL TO ADDRESS

MATTHEW B & ELIZABETH J MUNDY PT OF B 27 SE 1/4 SEC 30 T 2 R
232 BRIDGE ST APT 138 23 COM 157.84 FT W OF SE COR
BURLINGTON, WI 53105-1944 OF B TH N 132 1/2 FT W 36 FT S

132 1/2 FT E 36 FT TO BEG
DOC#1053527
DOC#1381377

PARCEL NUMBER LOT \$180.00 \$250.00

11-223-30-434-013-0 0
SNOW CLEARED ON 12/9/10

PROPERTY ADDRESS
JOSEPH N STURINO
4026 SHE RD

MAIL TO ADDRESS LEGAL DESCRIPTION
JOSEPH N STURINO PT OF B 27 SE 1/4 SEC 30 T 2 R
2011 75TH ST 23 COM 325 FT N OF SE COR OF B
KENOSHA, WI 53143 TH W 121.44 FT N 56 1/2 FT E
121.44 FT S TO BEG
DOC #985809
DOC #987360
DOC#1418098

PARCEL NUMBER LOT \$55.00 \$125.00

11-223-30-459-003-0 0
SNOW CLEARED ON 2/15/11

PROPERTY ADDRESS
TERRY L PLAISTED
4301 SHE RD

MAIL TO ADDRESS LEGAL DESCRIPTION
TERRY L PLAISTED PT OF B 32 SE 1/4 SEC 30 T 2 R
4301 SHERIDAN RD 23 COM AT SE COR OF 43RD ST &
KENOSHA, WI 53140 SHERIDAN RD TH S 52 FT E 132
FT N 52 FT W 132 FT TO BEG
V 1353 P 53
V 1660 P 564

PARCEL NUMBER LOT \$112.00 \$252.00

11-223-30-476-024-0 0
SNOW CLEARED ON 12/9/10 & 1/20/11

PROPERTY ADDRESS
ARMAND KACHIGIAN
4201 005 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
ARMAND KACHIGIAN LOT 6 BLK 34 PT OF SE 1/4
4201 5TH AVE SEC 30 T 2 R 23
KENOSHA, WI 53140 (1998 COMB 11-223-30-476-006 & PT-
DOC#1080487
DOC#1224525
DOC#1486079

PARCEL NUMBER LOT \$55.00 \$125.00

12-223-31-136-013-0 0

SNOW CLEARED ON 2/18/11

PROPERTY ADDRESS

PIYUSH PATEL
825 048 ST

MAIL TO ADDRESS

PIYUSH PATEL
515 KAREY CT
WILMETTE, IL 60091

LEGAL DESCRIPTION

THE N 87 FT OF LOT 4 BLK 71
EXC THE E 34 FT PT NE 1/4
SEC 31 T 2 R 23 ORIGINAL
TOWN OF SOUTHPORT
V 1178 P 967 1985
DOC #987528
DOC #987536
DOC#1092622
DOC#1135247
DOC#1437987
DOC#1594511
DOC#1605553

PARCEL NUMBER LOT \$55.00 \$125.00

12-223-31-139-009-0 0

SNOW CLEARED ON 2/18/11

PROPERTY ADDRESS

RICHARD T WALLACE
824 048 ST

MAIL TO ADDRESS

RICHARD T WALLACE
4329 19TH AVE UPPER
KENOSHA, WI 53140-2757

LEGAL DESCRIPTION

S 87 FT OF LOT 5 BLK 67 OF
PT OF NE 1/4 SEC 31 T2 R23
DOC#1000562
DOC#1390237
DOC#1390238
DOC#1409852

PARCEL NUMBER LOT \$55.00 \$125.00

12-223-31-140-008-0 0

SNOW CLEARED ON 2/18/11

PROPERTY ADDRESS

FANNIE REALTY LLC
4625 SHE RD

MAIL TO ADDRESS

FANNIE REALTY LLC
4625 SHERIDAN RD
KENOSHA, WI 53140

LEGAL DESCRIPTION

S 92 FT OF LOT 5 BLK 62 OF PT
NE 1/4 SEC 31 T2 R 23 DESC AS
FOL BEG SW COR LOT 5 TH E 66
FT (RECORDED AS 65) N 92 FT W
66 FT TH S 92 FT TO POB
V1700 P 328
DOC#1138287
DOC#1259135
DOC#1429480
DOC#1457381

PARCEL NUMBER LOT \$71.00 \$141.00

12-223-31-162-004-0 0

SNOW CLEARED ON 1/14/11

PROPERTY ADDRESS

ROBERT N J YEE REVOCABLE TRST DTD
702 051 ST

MAIL TO ADDRESS

ROBERT N J & MAY H YEE
5107 7TH AVE
KENOSHA, WI 53140

LEGAL DESCRIPTION

E 1/2 OF N 1/2 OF BLK 82 BEING
PT NE 1/4 SEC 31 T 2 R 23 1983
V1113 P316
DOC#1041833

PARCEL NUMBER LOT \$163.00 \$233.00

12-223-31-229-020-0 0

SNOW CLEARED ON 1/26/11

PROPERTY ADDRESS

MATTHEW A JOHNSON
4720 021 AV

MAIL TO ADDRESS

MATTHEW A JOHNSON
4100 DAVID RD
MADISON, WI 53704

LEGAL DESCRIPTION

LOT 13 BLK 18 2ND RICE PARK ADD
PT OF NW 1/4 SEC 31 T 2 R 23
DOC #979288

DOC #979289
DOC#1063236
DOC#1131181

PARCEL NUMBER LOT \$55.00 \$125.00

12-223-31-255-016-0 0

SNOW CLEARED ON 1/26/11

PROPERTY ADDRESS

ALLAN C MEINECKE
5120 021 AV

MAIL TO ADDRESS

ALLAN C MEINECKE
2620 ROOSEVELT RD
KENOSHA, WI 53143

LEGAL DESCRIPTION

LOT 15 & S 7 1/2 FT OF LOT 16
BLK 11 2ND RICE PARK ADD PT
OF NW 1/4 SEC 31 T2 R23 WITH

DRIVEWAY EASEMENT
V1042 P420
V1560 P408
DOC#1177056
DOC#1501764

PARCEL NUMBER LOT \$79.75 \$149.75
12-223-31-256-019-0 0

SNOW CLEARED ON 2/17/11

PROPERTY ADDRESS
JAMES E & BARBARA E MAULDIN
5100 020 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
JAMES E & BARBARA E MAULDIN LOT 19 B 10 2ND RICE PARK ADD
7853 33RD AVE EXC S 2 FT BEING PT OF NW 1/4
KENOSHA, WI 53142-4627 SEC 31 T 2 R 23
V 1514 P 156
V 1599 P 966
V 1650 P 969
DOC#1433877

PARCEL NUMBER LOT \$168.00 \$238.00
12-223-31-276-020-0 0

SNOW CLEARED ON 2/14/11

PROPERTY ADDRESS
DANIEL M ZIZZO SR
1320 052 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
DANIEL M ZIZZO SR 7017 C NW 1/4 SEC 31 T2 R23 COM
1717 BIRCH RD APT 11 ON N LINE OF 52ND ST 228.93 FT
KENOSHA, WI 53140-4531 W OF E LINE OF 13TH TH N 515 FT
TH E 85 FT TO PT 50.6 FT W OF
RR TH S 515 FT TH W 78 FT TO BEG
V 844 P 204
DOC#1383036
DOC#1406067

PARCEL NUMBER LOT \$137.50 \$207.50
12-223-31-327-010-0 0

SNOW CLEARED ON 12/9/10

PROPERTY ADDRESS
RICHARD A & JENNIFER L BEHOF
1902 053 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
RICHARD A & JENNIFER L BEHOF E 36.3 FT OF S 79 FT OF LOT 10
28618 WAGONTRAIL B 1 BAIN'S SUB BEING PT OF SW
LAKEMOOR, IL 60051 1/4 SEC 31 T 2 R 23
V 1413 P 929
V 1672 P 151
DOC#1016163
DOC#1421791

PARCEL NUMBER LOT \$282.25 \$422.25
12-223-31-377-007-0 0

SNOW CLEARED ON 12/16/10 & 1/26/11

PROPERTY ADDRESS
SECRETARY OF VETERANS AFFAIRS
1402 056 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
SECRETARY OF VETERANS AFFAIRS PT OF B 13 FISK'S ADD OF PT OF
ONE FEDERAL DR SW 1/4 SEC 31 T 2 R 23 COM AT
ST PAUL, MN 55111 SE COR OF B TH W 44 FT N 120
FT E 44 FT S TO BEG
V 1377 P 629
DOC#1058697
DOC#1265462
DOC#1353240
DOC#1641289
DOC#1641695

PARCEL NUMBER LOT \$55.00 \$125.00
12-223-31-382-025-0 0

SNOW CLEARED ON 2/17/11

PROPERTY ADDRESS
LARRY G & ROSALYN M GOFF
5722 014 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
LARRY G & ROSALYN M GOFF LOT 36 B 155 DURKEE'S 1ST
801 64TH ST WESTERN ADD BEING PT OF SW 1/4
KENOSHA, WI 53143-5035 SEC 31 T 2 R 23

PARCEL NUMBER LOT \$55.00 \$125.00
12-223-31-383-013-0 0

SNOW CLEARED ON 2/18/11

PROPERTY ADDRESS
PIYUSH PATEL
5803 018 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
PIYUSH PATEL S 2 FT OF W 100 FT OF LOT 9 &
515 KAREY CT W 100 FT OF LOT 10 BLK 1 IN
WILMETTE, IL 60091 PLEASANT PLACE SUB PT OF SW
1/4 SEC 31 T 2 R 23
V 1610 P 85
DOC#1011906
DOC#1412819
DOC#1547310
DOC#1547311
DOC#1557611

PARCEL NUMBER LOT \$61.00 \$131.00
12-223-31-389-006-0 0

SNOW CLEARED ON 2/16/11

PROPERTY ADDRESS
RAJKO SINDJELIC
1342 057 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
RAJKO SINDJELIC S 88 FT OF LOT 26 BLK 153
7528 PERSHING BLVD STE B 117 DURKEE'S 1ST WESTERN ADD BEING
KENOSHA, WI 53142 PT OF SW 1/4 SEC 31 T 2 R 23
DOC#1080476
DOC#1096244
DOC#1424419

PARCEL NUMBER LOT \$561.50 \$701.50
12-223-31-405-002-0 0

SNOW CLEARED ON 12/16/10 & 1/14/11

PROPERTY ADDRESS
BANK ONE WISCONSIN NATIONAL ASSOCI
5525 008 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
BANK ONE WISCONSIN NATIONAL AS 2769 2770-1 PT OF SE 1/4 SEC
C/O INDUSTRY CONSULTING GROU 31 T 2 R 23 B 25 COM AT A PT
DALLAS, TX 75381-0490 ON N LINE OF 56TH ST 373.22 FT
W OF W LINE OF 6TH AVE BEING
SW COR LAND ACQUIRED FOR ST
IN V161 P521 TH N'LY ALG W LN
7TH AVE 106 FT TH W'LY 183.83 FT
TH S'LY 6 FT W'LY 41 FT TO E LN
8TH AVE S'LY 100.01 FT THE E'LY
223.26 FT TO POB EX THE N 6 FT OF
E 183.83 FT FOR PUBLIC ALLEY ALSO
S 1/2 OF VACATED ALLEY RES#138-96
DOC#1039798 1997
DOC#1022305

PARCEL NUMBER LOT \$80.00 \$150.00
12-223-31-455-011-0 0

SNOW CLEARED ON 2/15/11

PROPERTY ADDRESS
THOMAS SANIAT
5715 013 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
THOMAS SANIAT BEING PT OF B 37 SE 1/4 SEC 31
1512 OWEN AVE T2 R 23 COM ON W LINE OF B
RACINE, WI 53403 56.6 FT N OF S LINE OF B TH N
93.4 FT E 88.2 FT S 50.5 FT W
43 FT S 49.7 FT W'LY 56.9 FT
TO BEG
V 1372 P 517
DOC#1636684

PARCEL NUMBER LOT \$460.00 \$600.00
12-223-31-463-002-0 0

SNOW CLEARED ON 1/14/11 & 1/21/11

PROPERTY ADDRESS
RAKHRA WISCONSIN E-Z GO STATIONS T
5821 SHE RD

MAIL TO ADDRESS LEGAL DESCRIPTION
RAKHRA WISCONSIN EZ GO STATION 3018 BEING PT OF B 49 SE 1/4
9653 N GRANVILLE RD SEC 31 T 2 R 23 COM AT SW
MEQUON, WI 53092 COR OF B TH N'LY 150 FT E'LY
133.25 FT S'LY 150 FT W'LY
133.25 FT TO BEG EXC W 301/2 FT
DOC#1082332

PARCEL NUMBER LOT \$110.00 \$180.00
12-223-31-466-001-0 0

SNOW CLEARED ON 3/11/11

PROPERTY ADDRESS
ANDREA Z CHRISTENSEN
5706 008 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
ANDREA Z CHRISTENSEN SE 1/4 SEC 31 T 2 R 23 BLK 40
5607 13TH AVE COM AT A PT 84 FT E OF SW COR
KENOSHA, WI 53140 OF BLK & 16.5 FT N OF THE S LN
TH N 82.5 FT E 44 FT N 99 FT TH
E 4.1 FT N 99 FT E TO NE COR OF
BLK S 280.5 FT W 195.5 FT TO POB
DOC#1105272

PARCEL NUMBER LOT \$92.00 \$162.00
12-223-31-477-003-0 0

SNOW CLEARED ON 1/14/11

PROPERTY ADDRESS
LAKEVIEW DEVELOPMENT GROUP LLC
717 056 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
LAKEVIEW DEVELOPMENT GROUP LLC PT OF LOTS 2, 3, 4 & 5 BLK 32
2342 HIGHMOOR RD ORIGINAL TOWN SE 1/4 SEC 31 T2
HIGHLAND PARK, IL 60035 R 23 COM AT SE COR OF 56TH ST &
8TH AVE TH E'LY ALG 56TH ST
132.14 FT TH S 95.70 TO N LN
ALLEY TH W'LY 132.15 FT TO E LN
8TH AVE TH N'LY 96.69 FT TO POB
DOC#1013765
DOC#1507506
DOC#1515929

PARCEL NUMBER LOT \$55.00 \$125.00
12-223-31-477-009-0 0

SNOW CLEARED ON 1/21/11

PROPERTY ADDRESS
STEVEN R TJUGUM
5610 007 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
STEVEN R TJUGUM BEING PT OF BLK 32 SE 1/4 SEC 31
1410 ELDORADO CT T2 R 23 COM AT A PT 26 FT W'LY
WAUNAKEE, WI 53597 FROM THE NE COR OF LOT 7 TH
W'LY 32 FT 7-5/16 IN S'LY
25.05 FT E'LY 32FT 4-5/16 IN N
25.25 FT TO BEG
V 1611 P 285
DOC#1199014
DOC#1250884
DOC#1337536

PARCEL NUMBER LOT \$210.00 \$280.00
12-223-31-478-007-0 0

SNOW CLEARED ON 12/28/10

PROPERTY ADDRESS
ARKADY LIVS & IRINA FEYMAN
702 058 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
ARKADY LIVS THE E 75 FT OF LOT 5 & ALL OF
I-LIFE II LLC LOT 6 BLK 41 PT OF SE 1/4 SEC
NORTHBROOK, IL 60062 31 T 2 R 23
DOC#1170956
DOC#1477843

PARCEL NUMBER LOT \$9.50 \$79.50
12-223-31-479-001-0 0

SNOW CLEARED ON 12/28/10

PROPERTY ADDRESS
KENOSHA CLASSIC LLC
5700 006 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
KENOSHA CLASSIC LLC 2931 PT LOTS 1, 2 & 3 BLK 42
C/O CLOVIS POINT LLC SE 1/4 SEC 31 T 2 R 23 COM NE
KENOSHA, WI 53140 COR OF LOT 1 TH W 118 FT S 63
FT E TO E LINE OF SD BLK N 63
FT TO BEG
DOC#1046804
DOC#1545406
DOC#1545761

PARCEL NUMBER LOT \$279.00 \$419.00
12-223-31-479-005-0 0

SNOW CLEARED ON 1/14/11 & 1/21/11

PROPERTY ADDRESS
KENOSHA RETAIL GROUP LLC
622 058 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
KENOSHA RETAIL GROUP LLC LOTS 7 & 8 BLK 42 PT OF
5301 W DEMPSTER, STE 208 SE 1/4 SEC 31 T 2 R 23
SKOKIE, IL 60077 V 1441 P 82
V 1679 P 943
V 1679 P 944
DOC #1068794
DOC #1412483
DOC #1415226
DOC #1491666
DOC #1491667
DOC #1491668

PARCEL NUMBER LOT \$180.00 \$250.00
12-223-31-479-008-0 0

SNOW CLEARED ON 1/21/11

PROPERTY ADDRESS
KENOSHA DEVELOPMENT GROUP LLC
5722 006 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
KENOSHA DEVELOPMENT GROUP LLC 2939-2 PT LOTS 10,11 & 12 BLK
PO BOX 205 42 ORIGINAL TOWN OF SOUTHPORT
NORTHBROOK, IL 60065-0205 PT SE 1/4 SEC 31 T2 R 23 BEG AT
SE COR BLK 42 TH W ALG S LN 132
FT TH N 125 FT TO S LN ALLEY TH
E 20.75 FT TO NE COR BRICK BLDG
TH S 56.27 FT TH E 3.15 FT TH S
3.82 FT TH E 15.4 FT TH S ALG W
FACE OF 2 STORY BLDG .65 FT TO
WALL TH E 92.7 FT TO E LN BLK 42
TH S 62.28 FT TO POB ALSO EASEMENT
DOC#1059892
DOC#1063194
DOC#1455519
DOC#1474731

PARCEL NUMBER LOT \$52.25 \$122.25
12-223-31-480-001-0 0

SNOW CLEARED ON 12/28/10

PROPERTY ADDRESS
JOHN SAVAGLIO
617 058 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
JOHN SAVAGLIO LOT 3 & E 8 FT OF LOT 4 BLK 47
8986 33RD AVE PT OF SE 1/4 SEC 31 T 2 R 23
KENOSHA, WI 53142 V 1421 P 256 DOC#1020601 DOC#10206
DOC#1020607 DOC#1020609 DOC#10206
DOC#1020613 DOC#1020615 DOC#10206
DOC#1044193 DOC#1576533

PARCEL NUMBER LOT \$825.00 \$965.00
12-223-31-487-003-0 0

SNOW CLEARED ON 12/28/10 & 1/21/11

PROPERTY ADDRESS
FRANK L WELLS COMPANY
5821 005 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
FRANK L WELLS COMPANY 12-4-0223-31-487-003 PT OF SE
5821 05TH AVE 1/4 SEC 31 T 2 R 23 PT OF BLK
KENOSHA, WI 53140 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

PARCEL NUMBER LOT \$959.00 \$1,099.00
12-223-31-487-003-0 0

SNOW CLEARED ON 1/14/11 & 2/14-15/11

PROPERTY ADDRESS
FRANK L WELLS COMPANY
5821 005 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
FRANK L WELLS COMPANY 12-4-0223-31-487-003 PT OF SE
5821 05TH AVE 1/4 SEC 31 T 2 R 23 PT OF BLK
KENOSHA, WI 53140 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

PARCEL NUMBER LOT \$130.90 \$340.90
12-223-31-489-004-0 0

SNOW CLEARED ON 12/28/10, 1/14/11 &

PROPERTY ADDRESS
ALEX C & VALENTINA GELFAND
5703 006 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
ALEX C & VALENTINA GELFAND PT LOT 2 BLK 43 SE 1/4 SEC 31
2342 HIGHMOOR RD T2 R 23 COM 22 FT S OF NW COR
HIGHLAND PARK, IL 60035 OF BLK TH S TO SW COR OF LOT 2
E TO SE COR OF LOT N TO NE COR
W 40 FT S 22 FT W TO BEG ALSO
PART VAC ALLEY 8/23/1875
ENCROCHMENT AGREEMENT DOC #374638
STARIWAY USE AGREEMENT V1064 P611
V1183 P382 DOC#1200114 DOC#120011
DOC#1315046 DOC#1315047 DOC#138663

PARCEL NUMBER LOT \$55.00 \$125.00
12-223-31-489-016-0 0

SNOW CLEARED ON 1/20/11

PROPERTY ADDRESS
KATHERINE ELEFTERIOU
5710 005 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
KATHERINE ELEFTERIOU PT LOT 4 & ALL LOT 5 BLK 43 IN
3150 LAKESHORE 35F O T SOUTHPORT SE 1/4 SEC 31 T 2
CHICAGO, IL 60657 R 23 BEG SW COR 57TH ST & 5TH AVE
AT NE COR LOT 1 TH SE'LY ALG W LN
5TH AVE 73 FT TO POB TH CONT S'LY
59.72 FT TO S LN LOT 5 TH W 123.9
FT TO SW COR LOT 5 TH N 59.72 FT T
E 123.9 FT TO E LN LOT 4 & POB
(2008 COMB 12-223-31-489-014 & PT-
& PT -002) .17 AC
DOC#1533561
DOC#1554406

PARCEL NUMBER LOT \$247.00 \$387.00
12-223-32-352-006-0 0

SNOW CLEARED ON 1/14/11 & 1/21/11

PROPERTY ADDRESS
FRANK L WELLS CO
5825 004 AV

MAIL TO ADDRESS LEGAL DESCRIPTION
FRANK L WELLS CO 12-4-0223-32-352-006 LOT 5 & 6
5821 5TH AVE BLK 11 EX THE N 6 FT BEING PT
KENOSHA, WI 53140 OF THE SW 1/4 SEC 32 T 2 R 23
ALSO N 1/2 OF VACATED 59TH
STREET AS IN RES 192-77 1978 V
999 P 532

STREET TOTAL 0.00 \$35,164.65

GRAND TOTALS PARCELS 164 FOOTAGE 0.000 TOTAL COST \$35,164.65

RESOLUTION NO. _____

BY: COMMITTEE ON PUBLIC WORKS

**PRELIMINARY RESOLUTION DECLARING INTENT TO LEVY ASSESSMENTS
FOR
HAZARDOUS SIDEWALK AND/OR DRIVEWAY APPROACH**

PROJECT #11-1024 60th STREET RESURFACING

WHEREAS, it is expedient, necessary and in the best interest of the City of Kenosha, and for benefit of the property affected thereby that improvements in street right-of-ways: sidewalk, and/or driveway approaches.

(60th Street - 39th Avenue to 30th Avenue, 39th Avenue - 60th Street to 59th Street)

NOW, THEREFORE, BE IT RESOLVED, By the Common Council of Kenosha, Wisconsin:

1. The Common Council hereby declares its intention to exercise its police power under Section 66.0703, Wisconsin Statutes, to levy special assessments on all property fronting upon both sides of the street within the above limits for benefits conferred upon property by improvement of the streets enumerated above.

2. Said public improvement shall include the improvements in street right-of-ways: sidewalk, and/or driveway approaches.

3. The Common Council determines that the improvements constitute an exercise of the police power and the amount assessed against each parcel shall be based on a per front foot or per square foot rate.

4. The assessments against any parcel may be paid in a lump sum or in three (3) annual installments, at the election of the property owner.

5. The Board of Public Works is directed to prepare a report consisting of:

a. Preliminary plans and specifications for said improvements.

b. An estimate of entire cost of the proposed improvements and in street right-of-way.

c. Schedule of proposed assessments.

6. Upon receiving the report of the Board of Public Works (Public Works Committee), the Clerk is directed to give notice of public hearings on such report, as specified in Section 66.0703 of the Wisconsin Statutes. The hearings shall be held at the Municipal Office Building at a time set by the Clerk, in accordance with Section 66.0703, Wisconsin Statutes.

Adopted this 6th day of June, 2011.

APPROVED:

KEITH G. BOSMAN
MAYOR

ATTEST:

MICHAEL K. HIGGINS
CITY CLERK/TREASURER

RESOLUTION NO. _____

BY: COMMITTEE ON PUBLIC WORKS

**PRELIMINARY RESOLUTION DECLARING INTENT TO LEVY ASSESSMENTS
FOR
PAVEMENT CONSTRUCTION**

PROJECT #09-1011 56th Street New Road Construction

WHEREAS, it is expedient, necessary and in the best interest of the City of Kenosha, and for benefit of the property affected thereby that improvements in street right-of-ways: permanent pavement, and/or curb and gutter, and/or grading and graveling and/or sidewalk, and/or driveway approaches.

(56th Street - 68th Avenue to 64th Avenue)

NOW, THEREFORE, BE IT RESOLVED, By the Common Council of Kenosha, Wisconsin:

1. The Common Council hereby declares its intention to exercise its police power under Section 66.0703, Wisconsin Statutes, to levy special assessments on all property fronting upon both sides of the street within the above limits for benefits conferred upon property by improvement of the streets enumerated above.
2. Said public improvement shall include the improvements in street right-of-ways: permanent pavement, and/or curb and gutter, and/or grading and graveling and/or sidewalk, and/or driveway approaches.
3. The Common Council determines that the improvements constitute an exercise of the police power and the amount assessed against each parcel shall be based on a per front foot or per square foot rate.
4. The assessments against any parcel may be paid in a lump sum or in ten (10) annual installments, at the election of the property owner.

5. The Board of Public Works is directed to prepare a report consisting of:
 - a. Preliminary plans and specifications for said improvements.
 - b. An estimate of entire cost of the proposed improvements and in street right-of-way.
 - c. Schedule of proposed assessments.

6. Upon receiving the report of the Board of Public Works (Public Works Committee), the Clerk is directed to give notice of public hearings on such report, as specified in Section 66.0703 of the Wisconsin Statutes. The hearings shall be held at the Municipal Office Building at a time set by the Clerk, in accordance with Section 66.0703, Wisconsin Statutes.

Adopted this 6th day of June, 2011.

APPROVED:

MAYOR
KEITH G. BOSMAN

ATTEST:

CITY CLERK/TREASURER
MICHAEL K. HIGGINS

RESOLUTION NO. _____

**BY: ALDERPERSON ANTHONY NUDO
ALDERPERSON DAVID F. BOGDALA
ALDERPERSON STEVE BOSTROM
ALDERPERSON RAY MISNER**

**TO ENCOURAGE THE ELECTORATE TO CREATE A NEW
CITY-WIDE SCHOOL DISTRICT AND TO ENCOURAGE
THE WISCONSIN LEGISLATURE TO ALLOW FOR
ELECTION OF SCHOOL BOARD MEMBERS FROM
VOTING DISTRICTS**

WHEREAS, there is no one school district to service all of the students living in the City of Kenosha; and,

WHEREAS, some students living in the City of Kenosha attend Kenosha Unified School District #1, a common school district serving students living in portions of the City of Kenosha, the Village of Pleasant Prairie, and the Town of Somers; and,

WHEREAS, some students living in the City of Kenosha attend Paris Consolidated schools, which district services students living in a portion of the City of Kenosha and the Town of Paris; and

WHEREAS, some students living in the City of Kenosha attend Bristol School District #1, which provides services to students living in portions of the City of Kenosha and in the Village of Bristol; and

WHEREAS, some students living in the City of Kenosha attend Central High School in the District of Westosha , which provides services to students living in portions of the City of Kenosha and in several villages and townships in Kenosha County that are west of federal Interstate Highway 94; and

WHEREAS, §117.105 of Wisconsin Statutes allows for the creation of new school districts out of existing school districts, the process for which may be initiated by petition of at

least 20% of the total electors residing in the affected school districts and by at least 5% of the number of electors residing in each affected school district; and

WHEREAS, it is desirable that all of the citizen students in the City of Kenosha attend school in one school district; and

WHEREAS, having all students in the City of Kenosha attending one school system will facilitate board creation for voting and will facilitate property tax collection settlement; and

WHEREAS, school board elections are governed by Chapter 120 of the Wisconsin Statutes and in particular, Sections 120.06 and 120.42; and

WHEREAS, current statutes prohibit voting for school board members as representatives of districts within a common school district, rather requiring elections of school board members at large.

NOW THEREFORE, BE IT RESOLVED, that the Common Council for the City of Kenosha hereby expresses its support for a grass roots effort to initiate a petition for the creation of a school district that will provide services to all of the students residing in the City of Kenosha and that will provide services exclusively to students living within the City of Kenosha.

BE IT FURTHER RESOLVED, that the Common Council requests that state legislature enact laws allowing for election to school boards in common school districts from recognizable voting districts located within school districts.

BE IT FURTHER RESOLVED, that the City Clerk is directed to send a copy of this resolution to the legislative delegation representing citizens of the City of Kenosha, particularly including Senator Robert Wirsch, Representative Peter Barca, Representative John Steinbrink, and Representative Samantha Kerkman.

Adopted this _____ day of _____, 2011.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Date: _____

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

RESOLUTION NO. _____

**BY: ALDERPERSON ANTHONY NUDO
ALDERPERSON RAY MISNER
ALDERPERSON LAWRENCE F. GREEN**

**TO URGE THE REVELOPMENT AUTHORITY FOR THE CITY
OF KENOSHA TO ELECT MICHAEL J. ORTH AS CHAIR**

WHEREAS, to eliminate blighted areas in the City of Kenosha, pursuant to Wisconsin Statute §66.1333 (3) the Redevelopment Authority for the City of Kenosha (“Redevelopment Authority”) was created; and,

WHEREAS, pursuant to Wisconsin Statutes, the Redevelopment Authority consists of seven (7) commissioners, each of whom are appointed given “due consideration to the general interest of the appointee in a redevelopment, slum clearance or urban renewal program and shall, in so far as is possible, [include] representatives from the general public, labor, industry, finance or business groups, and civic organizations”; and,

WHEREAS, on May 17, 2011, the Common Council for the City of Kenosha confirmed the appointment of Michael J. Orth as a Commissioner to the Redevelopment Authority; and,

WHEREAS, Michael J. Orth is an Alderperson for the City of Kenosha duly elected from the 15th Aldermanic District, and serves the Common Council and the City of Kenosha as Chair of the Parks Commission and as a member of the Public Safety & Welfare Committee; and,

WHEREAS, given Alderperson Orth's experience from having served on both the Parks Commission and the Public Safety & Welfare Committee, he brings to the Redevelopment Authority a unique perspective.

NOW THEREFORE, BE IT RESOLVED, that the Common Council for the City of Kenosha does hereby urge the Redevelopment Authority for the City of Kenosha to elect Michael J. Orth as Chair of the Redevelopment Authority pursuant to its By-Laws.

BE IT FURTHER RESOLVED, that the Common Council for the City of Kenosha directs the City Clerk/Treasurer to send a copy of this resolution to the Secretary of the Redevelopment

Authority for the City of Kenosha.

Adopted this _____ day of _____, 2011.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

RESOLUTION NO. _____

**BY: ALDERPERSON DAVID F. BOGDALA
ALDERPERSON MICHAEL J. ORTH**

**TO REQUIRE THAT THE EXERCISE OF DISCRETION BY
THE CITY'S HUMANE AGENT TO RETURN AN ANIMAL
TO ITS OWNER BE DIRECTED BY THE CHIEF OF
POLICE**

WHEREAS, the City of Kenosha, through contract, employs a corporation to provide animal control services to the City; and,

WHEREAS, said corporation employs a humane officer licensed by the State of Wisconsin pursuant to Chapter 173 of the Wisconsin Statutes; and

WHEREAS, pursuant to §173.14 (1), a humane officer or a law enforcement officer may take an animal into custody, under certain circumstances, including, but not limited to, probably cause to believe that there has maltreatment of the animal; and,

WHEREAS, pursuant to §173.21 (1), the City may withhold the return of an animal in custody to an owner who otherwise makes an adequate claim for the animal if there are reasonable grounds to believe the owner has mistreated the animal in violation of Wisconsin Statutes; and,

WHEREAS, law enforcement officers have extensive experience in taking and withholding personal property of persons by action of law, oftentimes under circumstances where the owner of the personal property is emotionally upset at the seizure.

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Kenosha, Wisconsin that once an animal is seized and held for other than a temporary custodial stop, by any agent of the City of Kenosha, said agent including, but not limited to the humane

officers employed by independent contractors of the City, discretion to return an animal to an owner shall be exercised by the Chief of Police, or his or her designee, and not by the humane officer.

Adopted this _____ day of _____, 2011.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Date: _____

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

RESOLUTION NO. _____

BY: ALDERPERSON ANTHONY NUDO

**TO ESTABLISH THE POLICY FOR ALDERPERSON'S
CONTACT INFORMATION WITHIN OCCUPANCY
LETTERS OF INFORMATION**

WHEREAS, the City of Kenosha Department of Neighborhood Services & Inspections has initiated a process whereby a letter of information and welcome will be provided to all prospective applicants for business occupancy permits to encourage the applicants to contact the alderperson in which the business is to be located; and

WHEREAS, Administration has directed that the informational letter should include the affected alderperson's personal contact information; and

WHEREAS, an alderperson may or may not want his/her personal contact information contained within the informational letter provided by the Department of Neighborhood Services & Inspections.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, that each alderperson shall be permitted to direct the Department of Neighborhood Services & Inspections as to whether the alderperson's personal contact information should be contained within the letter of information and welcome forwarded to prospective business occupancy applicants.

Adopted this _____ day of _____, 2011.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Drafted By:

MATTHEW A. KNIGHT
Deputy City Attorney

RESOLUTION # _____

BY: The Mayor

Resolution to Modify the Table of Organization for the Department of Neighborhood Services and Inspections and the Department of City Development

WHEREAS, Resolution No. 173-10 directed City Administration to prepare a report regarding the potential implementation of a combination of the Departments of City Development and Neighborhood Services and Inspections; and

WHEREAS, said report was submitted to the Common Council on April 1, 2011 and is attached hereto as Exhibit A; and

WHEREAS, the mission and scope of these department's are individually unique; and

WHEREAS, Administration and staff has concluded that the best efficiencies can be achieved through a reorganization of each department as opposed to a consolidation of both departments; and

WHEREAS, administration and staff are recommending the following changes to the Table of Organization for the Departments of City Development and Neighborhood Services and Inspections:

1. Renaming the Department of Neighborhood Services and Inspections to the Department of Inspections and Compliance to better reflect the duties of the department; and
2. Rename the position of Director of the Department of Neighborhood Services and Inspections to the Director of Inspections and Compliance with no change in the current salary; and
3. Eliminate the positions of Supervisor of Building Inspection, Supervisor of Property Maintenance and Clerical Supervisor; and
4. Rename the position of Zoning Coordinator to Zoning Compliance Officer with no change in the current salary; and
5. Rename the position of Assistant City Planner to Planning Supervisor with no change in the current salary; and
6. Recommend meeting and negotiating with the Building Inspectors Association concerning matters of collective bargaining to include position title changes and position qualifications.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Kenosha, Wisconsin to Modify the Table of Organization for the Departments of City Development and Neighborhood Services and Inspections as recommended.

Dated this _____ day of _____, 2011.

ATTEST: _____, City Clerk
Michael K. Higgins

APPROVED: _____, Mayor
Keith G. Bosman

City of Kenosha
Report on Review of the Departments of City Development and
Neighborhood Services & Inspection

April 1, 2011

TO: Mayor Bosman and Honorable Members of the Common Council
FROM: Frank Pacetti, City Administrator
Steve Stanczak, Director of Human Resources
SUBJ: Report concerning the review of operations for the Departments of City Development
and Neighborhood Services & Inspections

On December 6, 2010 the Common Council passed Resolution #173-10 requesting that Administration and staff review the operations of both City Development and Neighborhood Services and Inspection to “explore opportunities to create greater efficiencies and productivity” within these departments. The results of that study are contained in this report. Based on our study, it is our recommendation that the best efficiencies can be achieved through a reorganization of each department as opposed to a consolidation. As part of this analysis, please see the financial schedules and organizational charts attached as supplemental information.

On September 18, 1989, the Common Council adopted Ordinance #69-89 to separate the housing program functions from the Department of City Development and subsequently combine them with the Department of Inspections into a new department called the Department of Housing and Neighborhood Development. Subsequent to this change a few years later the department's name was changed to the Department of Neighborhood Services and Inspections.

City Administration's review of the current operations of the Departments of City Development and Neighborhood Services and Inspections (NSI) was done with an eye toward considering the needs of the department's, its employees, and satisfying the requirements of the community.

The mission and scope of these two department's are individually unique. City Planning is responsible for current development reviews, short and long-range planning and policy implementation strategies as well as community development issues such as CDBG and HOME programs. NSI ensures the health, safety, and welfare of the buildings that are lived in, worked in, and visited everyday. The Department is a code enforcement, project review, and approval agency for a variety of municipal and State codes and ordinances through permitting and physical inspection.

The Department of City Development consists of two distinct divisions or operations: City Plan and Community Development. City Plan focuses on “what might be” - ideas, future plans, development proposals and neighborhood plans, etc. Community Development administers various programs such as Federal CDBG and HOME programs, the redevelopment authority, Tax Incremental Districts and local programs such as HELP and the new JOBS NOW.

NSI also consists of two distinct divisions or operations: Building Inspection and Code Compliance. Building Inspection ensures compliance with building codes on new buildings, additions and remodels as well as plan reviews for proposed developments. Code Compliance is focused on both general and zoning ordinance compliance and enforcement on existing housing and commercial stock.

As to the consideration of consolidation between the two operations, it is viewed by City Administration as not ideal. Although there exists day-to-day interaction, the two operations have unique purposes and to function under one department would inevitably diminish the intended mission of one or both sides and thus, the intended service delivery would likely suffer. In addition, since each operation requires a manager to have supervisory responsibilities over two unique missions, consolidation would actually add costs in the form of an extra supervisor or "department head" to unite the operations. Administration will require both departments continue to meet on a regular basis to clarify the rules and expectations as to where *planning* ends and NSI responsibilities and involvement should begin.

The Department of City Development was funded for 13 positions in 2008 and is presently funded for 11 staff positions. One position is currently vacant (Community Development Specialist III) and another position (Secretary II) will be vacated at the end of April due to retirement. The position of Real Estate Agent was eliminated in the City's adopted 2011 operating budget. The functions of real estate and HOME are being absorbed by a combination of existing staff and contractor services. At present, Administration is recommending only that the pending vacant clerical position be filled.

In discussion with Jeff LaBahn, current Director of City Development, it is agreed that the department will step away from several areas in which its efforts are better served on specific City functions that have been assumed into current workloads. For example, the department will pull back from its role as liaison with the Kenosha Historical Society and its management of the Downtown BID. The department's role with the sign ordinance enforcement will be assumed by NSI.

As the position of Assistant City Planner has historically had the oversight of the City Plan division staff with minimal involvement with the Community Development division, it is Administration's recommendation to reclassify the title to "Planning Supervisor" to best reflect its role within the department. This change does not result in a fiscal impact to this analysis.

In addition to the above changes, additional support for the Department will come from outsourced services. Specifically, private real estate services will be used to market and sell the City's In-Fill homes and Construction Management services will manage day-to-day project issues related to the Neighborhood Stabilization and HOME programs for both construction and rehab.

The result of these changes will create a City Development department funded for 10 positions and better organized to fulfill the missions of its two divisions, City Plan and Community Development. Overall, the savings achieved from the 2011 original budget will be \$94,829 per year and \$277,677 per year compared to 2008.

NSI was funded for 19 positions in 2008 and is presently funded for 16 staff positions. In light of the recent four (4) supervisory position vacancies, the City now has an opportunity to evaluate appropriate staffing levels without adversely affecting incumbents and being limited in real savings due to bumping rights and wage "red circle" issues. It is recommended that the department head position be filled. The primary responsibility of this position is to manage the operation and be charged with improving work flow and improving customer service. This position will be held accountable for the development of a policy to better communicate with the public to include the department's complaint handling and enforcement procedures.

One position that we find out of place is the position of Soil Erosion Inspector. The position is funded 100% in the Storm Water Utility (SWU), 100% of the fees and permits generated by this position are

revenues for the SWU and the function of this position is to enforce the ordinances, policies and procedures of the SWU. In addition, the position currently takes significant direction from the Deputy Director City Engineer responsible for SWU engineering. Therefore, it is our recommendation to move this position into Public Works' engineering department. In order to not count this move as a "savings" for either positions or dollar value, the position has been assumed "moved" throughout the analysis. From a collective bargaining approach, the City may have to discuss this move with both the Building Inspector's Association and AFSCME depending on the classification of the new position within Public Works. We do not see this as being an impediment to this move and it is our intention for the move to be fiscally neutral for the SWU.

Presently, the Department has a vacancies in the positions of Supervisor of Building Inspection, Supervisor of Property Maintenance and Clerical Supervisor. Our analysis suggests that there does not exist the need for an additional layer of day-to-day immediate supervision to oversee these functions, whether they be building inspection or code enforcement. Rather, a "lead" position should be named in code enforcement and the three (3) building inspectors can all report directly to the department head. There may be a nominal financial impact to such a lead assignment, but this will have to be negotiated with the Building Inspector's Association. Both building inspectors and code compliance officers should be allowed more judgment in making more routine decisions in the field and more authority for the scheduling and priorities of their own inspections.

Although overall volume in building inspection is much less today than prior to the economic crash, demands on this group can vary significantly from day to day. In order to smooth out the workload and provide responsive service to the public, two recommendations are being made. Ideally, all building inspectors should have at least two certifications. For example, the electrical inspector should also be certified in building inspection, the plumbing inspector should also have building inspection certification. The requirement to increase certifications of the inspectors may have a nominal fiscal impact and will have to be negotiated with the Building Inspector's Association. In addition, Public Works has a master electrician on staff who should be cross trained to be able to fill in when needed in the case of vacations and sick days. On those few days each year when even with these changes the staff may be overwhelmed with requests, we have identified an outside private source that can fill in as needed on a contract basis.

Prior to any project receiving final approval, submitted plans require review. This is currently the responsibility of building inspection. The above recommendations will allow this function to be completed more efficiently and timely.

A review of the zoning enforcement functions reflect that the Zoning Coordinator's title is somewhat misleading as this position is responsible for zoning review and enforcement and has no other zoning responsibilities. Over a year ago, the City had surveyed more than a dozen large communities in the state to inquire of how they organized their zoning enforcement responsibilities. It was clear, that this was a shared responsibility among their inspectors and/or other staff positions. The City's staffing of this responsibility would appear to be miss-characterized. Accordingly, the recommendation is to reclassify the position title only to "Zoning Compliance Officer". There is no fiscal impact for this change. In addition, the long-range plan would be to cross-train all of the code compliance staff in both general and zoning code compliance instead of placing that responsibility on one single employee. We recognize that this long-term goal can not be readily implemented without a significant impact on customer service and therefore we recommend continuing with the assignment of a zoning compliance officer. In order to make this change in classification title we will need to negotiate with the Building Inspector's Association.

In addition, we are recommending that the titles of Housing Inspector I/II be changed to reflect the real purpose of the division to "Code Compliance Officers." We believe that the title change will not be as limiting in the scope of responsibility for code compliance with these positions and will better represent to the public that "housing" inspectors do more than just residential properties.

On the clerical support side, it would appear, at least for now, that a need exists for a year-round part-time (20 hours per week) clerical as opposed to the seasonal support (April through September) approved in the budget. The present volume of data entry and document handling exceeds that of what two clerical positions are able to handle. Certain efficiencies have been identified and will be implemented over time. However, in order to not impact customer service, we are recommending to not fill the open clerical supervisor position, but to upgrade the present seasonal clerical to part-time.

We are also suggesting changing the name of the department to "Department of Inspections and Compliance" to better reflect the primary mission and duties of the department.

The result of these changes will create an Inspection and Compliance department funded for 13 positions and better organized to fulfill the missions of its two divisions, Building Inspection and Code Compliance. Overall, the savings achieved from the 2011 original budget will be \$287,696 per year and \$595,899 per year compared to 2008.

In order to provide better communication service to our customers and allow for current staffing levels to provide that service we are recommending the installation of an automated phone attendant. At present, our phone system will not allow us to stack calls for "the next available customer service representative" or to provide for an extension directory. There are a couple of solutions available for these issues and we will be bringing them forward in the next few weeks.

In this analysis, we have assumed the present collective bargaining obligations under current State law and the Building Inspector's Association's contract which expires December 31, 2011. Assuming the State's Budget Repair Bill affecting collective bargaining becomes law, such impact will negate many of the assumptions made above in the City's requirement to bargain certain specific issues with the Building Inspector's Association for 2012 and beyond.

Combined, the result of these changes will maintain two distinct departments funded for 23 positions as opposed to 27 positions from the 2011 budget and 32 positions from 2008. In addition, we believe both will be better organized to fulfill their missions and provide better customer service. Combined overall savings achieved from the 2011 original budget will be \$382,525 per year and \$873,576 per year compared to 2008.

We look forward to discussing this plan with you. Please contact either of us with any questions.



Frank J. Pacetti
City Administrator



Steve Stanczak
Director of Human Resources

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
Monday, December 6, 2010**

Keith G. Bosman, Mayor

Michael K. Higgins, City Clerk

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

H.2. It was moved by Alderperson Nudo, seconded by Alderperson Green to adopt Resolution 173-10. On roll call vote, motion carried (15-1) with Alderperson Kennedy voting nay and said resolution was thereupon adopted as follows:

RESOLUTION NO. 173-10

BY: ALDERPERSON THEODORE RUFFALO

**TO DIRECT CITY ADMINISTRATION TO PREPARE A REPORT REGARDING THE
POTENTIAL IMPLEMENTATION OF A COMBINATION OF THE DEPARTMENTS OF CITY
DEVELOPMENT AND NEIGHBORHOOD SERVICES AND INSPECTIONS**

WHEREAS, the City of Kenosha is interested in exploring opportunities to create greater efficiencies and productivity; and, WHEREAS, the City recently realized such greater efficiencies and productivity with decreased costs when the City combined the departments of Public Works and Parks; and, WHEREAS, the current departments of City Development and Neighborhood Services and Inspections have some similar functions which may result in decreased cost and greater productivity if consolidated. NOW THEREFORE, BE IT RESOLVED that City Administration is directed to study the potential greater efficiencies and productivity by combining the departments of City Development and Neighborhood Services and Inspections, and bring forth to the Common Council by April 4, 2011, a report, which report shall include a potential table of organization, cost reductions, services impact, and consideration of civil service and collective bargaining issues, in a manner allowing for implementation by July 1, 2011. Adopted this 6th day of December, 2010.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

H.3. The proposed resolution **BY: The Mayor - Resolution to Approve a Modification to the 2010 – 2011 Labor Agreement Between the City of Kenosha and AFSCME, AFL-CIO, Local #71** was deferred by the Finance Committee at a special meeting held immediately prior to this meeting.

H.4. It was moved by Alderperson Ruffolo, seconded by Alderperson Green to adopt Resolution 174-10. On roll call vote, motion carried unanimously and said resolution was thereupon adopted as follows:

RESOLUTION NO. 174-10

BY: MAYOR

**TO EXTEND THE MORATORIUM ON THE ISSUANCE OF ZONING PERMITS,
CONDITIONAL USE PERMITS, SITE PLAN REVIEW AND SIGN PERMITS FOR ANY OFF-
PREMISE SIGN, TO PROVIDE THE DEVELOPMENT, PASSAGE AND IMPLEMENTATION
OF REQUIREMENTS FOR OFF-PREMISE SIGNS**

WHEREAS, the Common Council for the City of Kenosha imposed a moratorium on March 1, 2010, on the issuance of any Zoning Permit, Conditional Use Permit, Site Plan Approval Review or Sign Permit for any off-premise sign(s) for a period not to exceed six (6) months or until new ordinances and standards are adopted by the Common Council with regard to sign regulation; and, WHEREAS, the Common Council for the City of Kenosha extended the moratorium on August 16, 2010 until the period ending December 13, 2010; and, WHEREAS, it was determined that the current City Code of General Ordinances and Zoning Ordinances do not deal adequately with the issue of off-premises signs; and, WHEREAS, the Common Council has under consideration proposals to amend the current ordinances upon which the Common Council is to complete its investigation of the regulation by other communities in order to propose new ordinances and may not take final action prior to the expiration of the moratorium. NOW THEREFORE, BE IT RESOLVED that the Common Council for the City of Kenosha does hereby extend the moratorium until January 31, 2011. Adopted this 6th day of December, 2010.

APPROVED:

City of Kenosha

Department of Neighborhood Services & Inspections

2008 Personnel Position	# of Positions	Base Wage	Fringes	Combined Expense	Extension
Director	1	\$85,720	\$35,101	\$120,821	\$120,821
Clerical Supervisor	1	\$54,050	\$29,005	\$83,055	\$83,055
Clerk Typist	2	\$43,730	\$27,018	\$70,748	\$141,496
Clerk Typist (Part-Time)	1	\$18,782	\$3,616	\$22,398	\$22,398
Zoning Coordinator	1	\$63,930	\$30,907	\$94,837	\$94,837
Building Inspection:					
Supervisor of Building Inspection	1	\$77,340	\$33,488	\$110,828	\$110,828
Senior Electrical Inspector	2	\$66,700	\$31,440	\$98,140	\$196,280
Senior Plumbing Inspector	1	\$64,010	\$30,922	\$94,932	\$94,932
Senior Building Inspector	3	\$66,700	\$31,440	\$98,140	\$294,419
Code Enforcement					
Supervisor of Code Enforcement	1	\$68,370	\$31,761	\$100,131	\$100,131
Housing Inspector II	4	\$58,404	\$29,843	\$88,247	\$352,987
Weed Inspector (Seasonal)	1	\$6,960	\$1,340	\$8,300	\$8,300
Totals	19			\$85,289	\$1,620,483

2011 Personnel Position	# of Positions	Base Wage	Fringes	Combined Expense	Extension
Director	1	\$85,720	\$35,101	\$120,821	\$120,821
Clerical Supervisor	1	\$54,050	\$29,005	\$83,055	\$83,055
Clerk Typist	2	\$43,730	\$27,018	\$70,748	\$141,496
Clerk Typist (Seasonal)	1	\$7,224	\$1,391	\$8,615	\$8,615
Zoning Coordinator	1	\$63,930	\$30,907	\$94,837	\$94,837
Building Inspection:					
Supervisor of Building Inspection	1	\$77,340	\$33,488	\$110,828	\$110,828
Senior Electrical Inspector	1	\$66,700	\$31,440	\$98,140	\$98,140
Senior Plumbing Inspector	1	\$64,010	\$30,922	\$94,932	\$94,932
Senior Building Inspector	1	\$66,700	\$31,440	\$98,140	\$98,140
Code Enforcement					
Supervisor of Code Enforcement	1	\$68,370	\$31,761	\$100,131	\$100,131
Housing Inspector II	4	\$58,404	\$29,843	\$88,247	\$352,987
Weed Inspector (Seasonal)	1	\$6,960	\$1,340	\$8,300	\$8,300
Totals	16			\$82,018	\$1,312,280

Difference from 2008 -3 -\$308,203

Recommended Personnel Position	# of Positions	Base Wage	Fringes	Combined Expense	Extension
Director	1	\$85,720	\$35,101	\$120,821	\$120,821
Clerical Supervisor	0	\$54,050	\$29,005	\$83,055	\$0
Clerk Typist	2	\$43,730	\$27,018	\$70,748	\$141,496
Clerk Typist (Part-Time)	1	\$12,522	\$2,410	\$14,932	\$14,932
Zoning Coordinator	1	\$63,930	\$30,907	\$94,837	\$94,837
Building Inspection:					
Supervisor of Building Inspection	0	\$77,340	\$33,488	\$110,828	\$0
Senior Electrical Inspector	1	\$66,700	\$31,440	\$98,140	\$98,140
Senior Plumbing Inspector	1	\$64,010	\$30,922	\$94,932	\$94,932
Senior Building Inspector	1	\$66,700	\$31,440	\$98,140	\$98,140
Code Enforcement					
Supervisor of Code Enforcement	0	\$68,370	\$31,761	\$100,131	\$0
Housing Inspector II	4	\$58,404	\$29,843	\$88,247	\$352,987
Weed Inspector (Seasonal)	1	\$6,960	\$1,340	\$8,300	\$8,300
Totals	13			\$78,814	\$1,024,584

Difference from 2011 -3 -\$287,696

Combined Difference from 2008 -6 -\$595,899

Notes: All Wages and Fringes are in 2011 dollars for consistency.

No effect of the State's 2011 Budget Repair Bill has been reflected.

The position of Soil Erosion Inspector (accounted for in S.W.U.) has been removed from the above analysis for consistency.

Common Council Agenda Item # H.9.

2008

DEPARTMENT OF CITY DEVELOPMENT (13)

AUTH. FUND

FT 13
PT 0

13
0
13

DIRECTOR OF CITY DEVELOPMENT (1)

CITY PLAN

ASSISTANT CITY PLANNER (1)

- REGULATORY ADMINISTRATION

SECRETARY III (1)

PLANNING (C.D.) SPECIALIST (1)
PLANNER I/II (3)

PLANNING TECHNICIAN (1)

- Development Reviews
- Plan Reviews
- Neighborhood Plans
- Historic Preservation
- Comprehensive Plan
- Development Reviews
- Development Ordinances
- Support Services

COMMUNITY DEVELOPMENT

C.D. SPECIALIST (3)

REAL ESTATE AGENT (1)

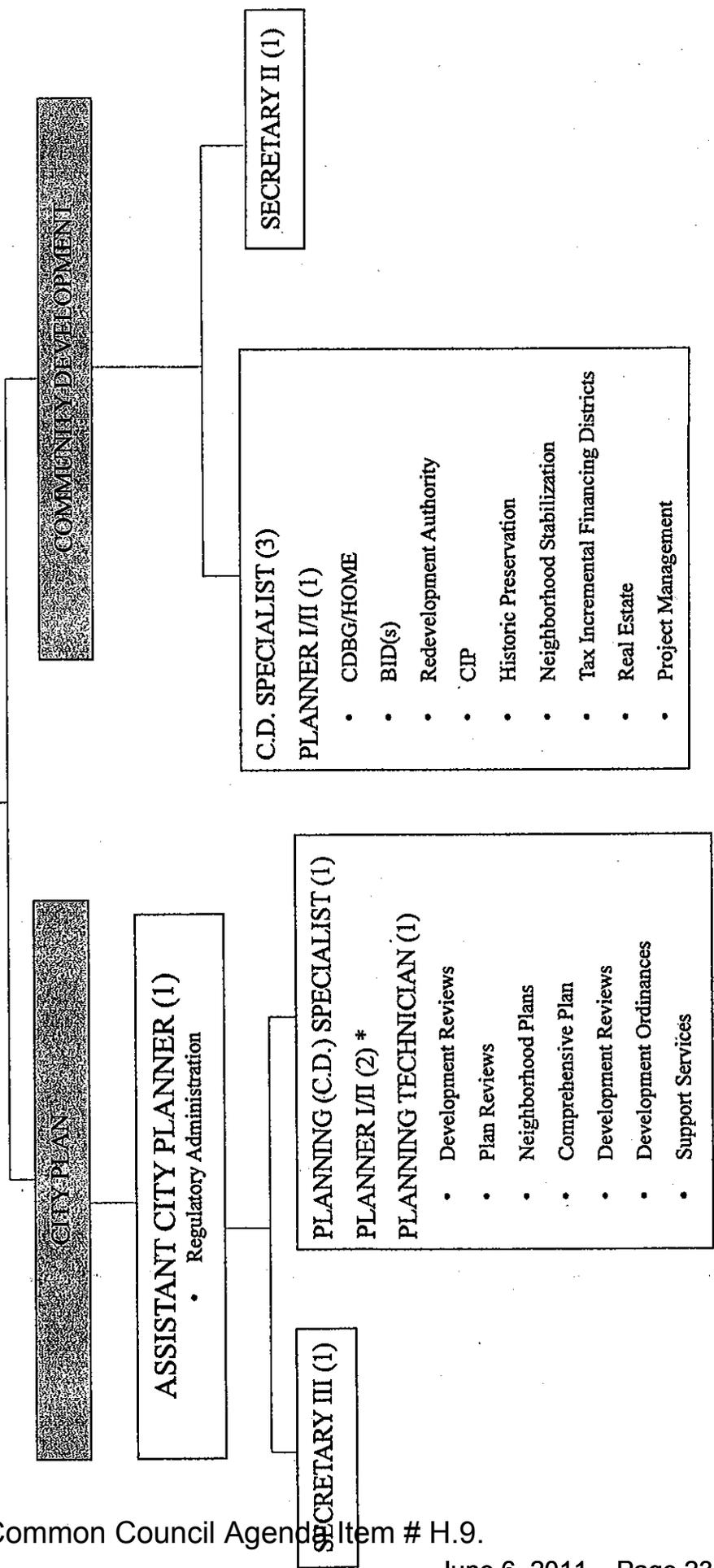
- CDBG/HOME
- BID(s)
- Redevelopment Authority
- CIP
- Neighborhood Stabilization
- Tax Incremental Financing Districts
- Real Estate
- Project Management

SECRETARY II (1)

2011
DEPARTMENT OF CITY DEVELOPMENT (12)

	FT	PT	AUTH	FUND
	12		12	11
		0	0	0
	12		12	11

DIRECTOR OF CITY DEVELOPMENT (1)



*One position not funded for 2011.

	FT	PT	AUTH	FUND
	10	0	10	10
		0	0	0
		10	10	10

**RECOMMENDED ORGANIZATION
DEPARTMENT OF CITY DEVELOPMENT (10)**

DIRECTOR OF CITY DEVELOPMENT (1)

CITY PLAN

COMMUNITY DEVELOPMENT

SECRETARY III (1)

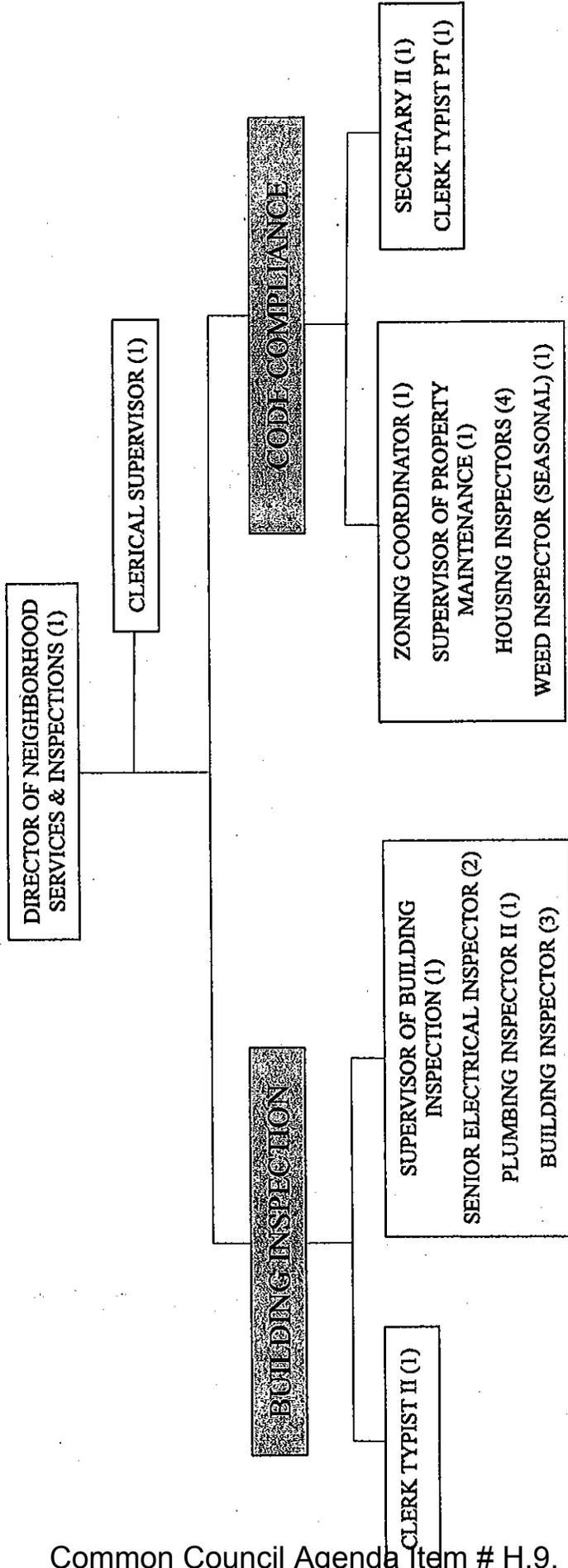
- PLANNING SUPERVISOR (1)**
PLANNING (C.D.) SPECIALIST (1)
PLANNER I/II (1)
PLANNING TECHNICIAN (1)
- Development Reviews
 - Regulatory Administration
 - Plan Reviews
 - Neighborhood Plans
 - Comprehensive Plan
 - Support Services
 - Development Reviews
 - Development Ordinances

- C.D. SPECIALIST (2)**
PLANNER I/II (1)
- CDBG/HOME
 - BID(s)
 - Redevelopment Authority
 - CIP
 - Historic Preservation
 - Neighborhood Stabilization
 - Tax Incremental Financing Districts
 - Real Estate
 - Project Management

SECRETARY II (1)

	AUTH.	FUND
FT	17	17
PT	<u>2</u>	<u>2</u>
	<u>19</u>	<u>19</u>

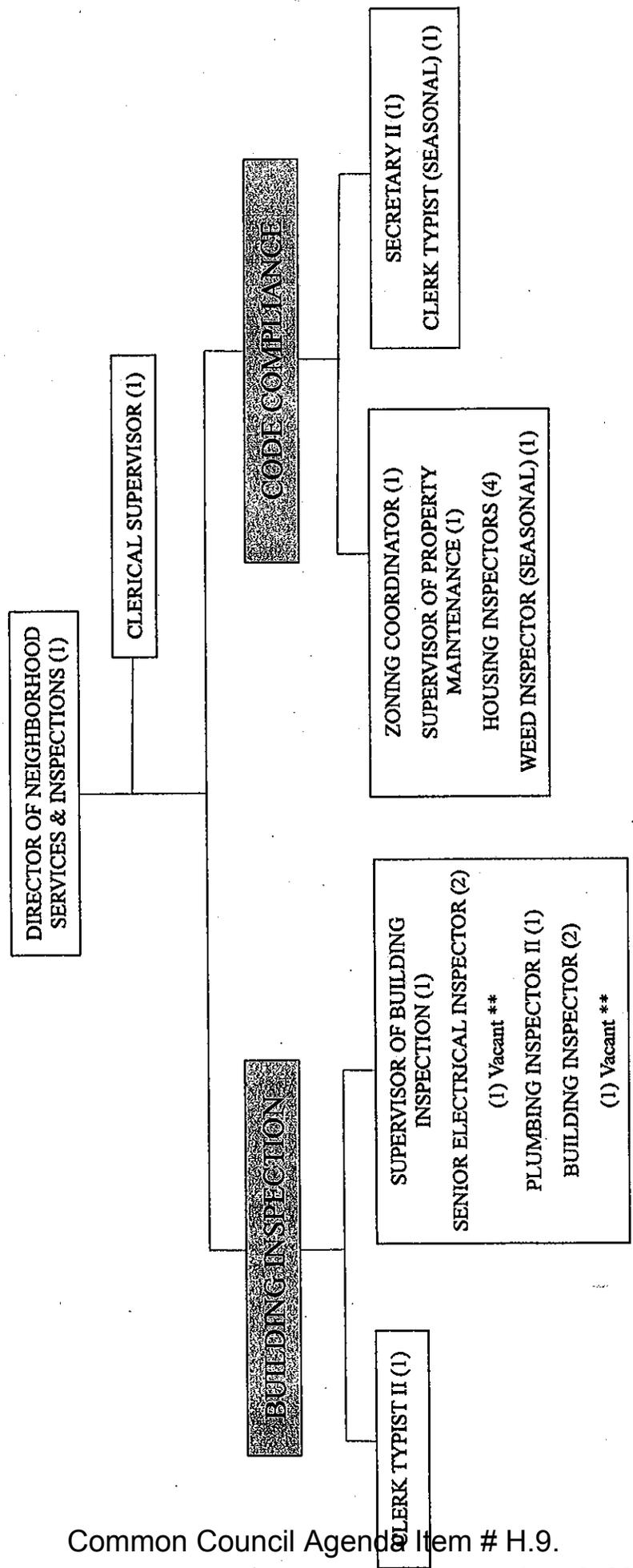
2008
DEPARTMENT OF NEIGHBORHOOD SERVICES &
INSPECTIONS (19)



* The position of Soil Erosion Inspector (accounted for in Storm Water Utility) has been removed from above for consistency.

	AUTH.	FUND
FT	16	14
PT	<u>2</u>	<u>2</u>
	<u>18</u>	<u>16</u>

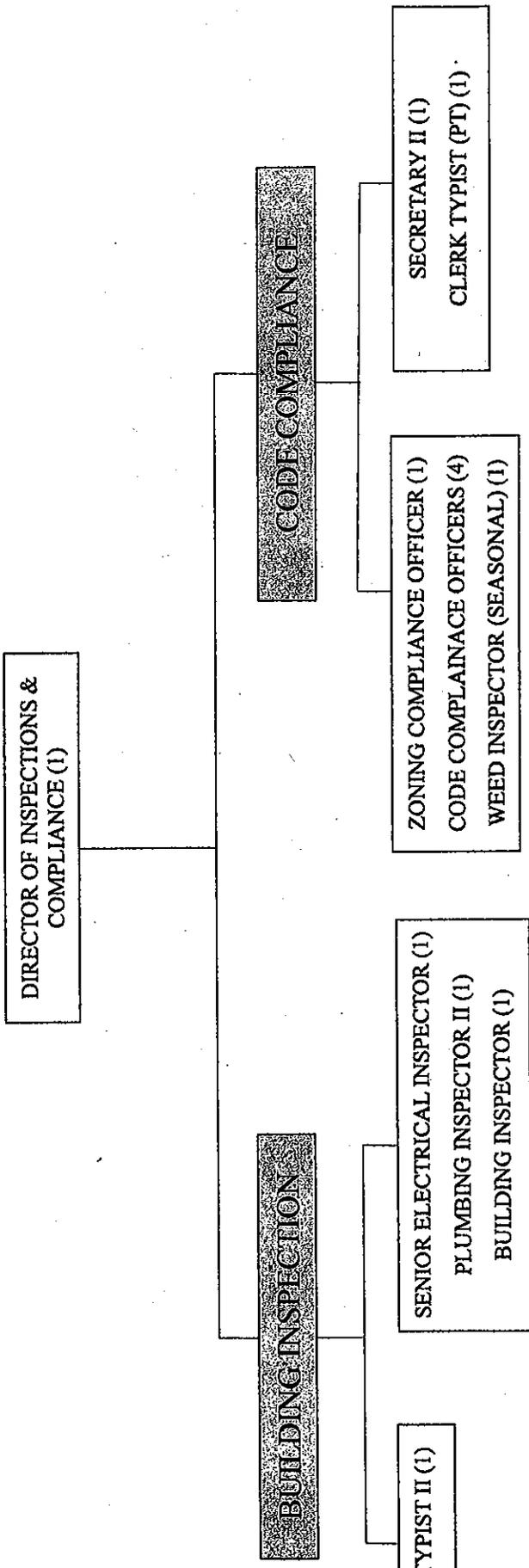
2011
**DEPARTMENT OF NEIGHBORHOOD SERVICES &
 INSPECTIONS (18)**



* The position of Soil Erosion Inspector (accounted for in Storm Water Utility) has been removed from above for consistency.
 ** Position not funded in 2011.

**RECOMMENDED ORGANIZATION
DEPARTMENT OF INSPECTIONS & COMPLIANCE (13)**

	AUTH.	FUND
FT	11	11
PT	<u>2</u>	<u>2</u>
	13	13



* The position of Soil Erosion Inspector (accounted for in Storm Water Utility) has been removed from above for consistency.

**KEITH G. BOSMAN
MAYOR**



*CITY OF KENOSHA
625 - 52nd Street
Kenosha, Wisconsin 53140
(262) 653-4000
Fax (262) 653-4010*

May 31, 2011

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby appoint Jessica Olson, 4209 89th Street, Kenosha to the City Plan Commission for a three-year term which will expire May 1, 2014.

Ms. Olson works in sales at Building Service Inc. in Milwaukee. She attended Grayslake High School and graduated from the College of Lake County in 2004 with a focus in Elementary Education. She then switched to Interior Design at The Illinois Institute of Art-Schaumburg and graduated with a Bachelor of Fine Arts in 2006.

I am confident Ms. Olson will be a conscientious and hard-working member of the City Plan Commission.

Sincerely,
CITY OF KENOSHA

A handwritten signature in black ink, appearing to read 'Keith G. Bosman', written over the printed name.

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 31, 2011

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby appoint Sarah L. Park, 1909 33rd Street, Kenosha to the Mayor's Youth Commission to fulfill an unexpired term which will expire November 1, 2011.

Ms. Park is the Manager of Diversity Programs at the Center for Community Partnerships at the University of Wisconsin-Parkside. Prior to joining UW-Parkside, Ms. Park was with the University of Georgia, in Athens, Georgia as International Student and Scholar Advisor from 2008-2009, Career Consultant from 2006-2008 and Academic Advisor for the Grady Undergraduate Services Office. She received her Bachelor of Arts Degree in Sociology and Anthropology from Carleton College in Northfield, Minnesota and her Master of Arts in Student Development in Postsecondary Education from the University of Iowa in Iowa City, Iowa. Ms. Park is involved in the community and serves on the Board of Directors of HOPES Center of Racine, is a Ylink Member and a Safe Zone Trainer at UW-Parkside.

I am confident Ms. Park will be a conscientious and hard-working member of the Mayor's Youth Commission.

Sincerely,
CITY OF KENOSHA

A handwritten signature in black ink, appearing to read 'Keith G. Bosman', written over the printed name below.

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 31, 2011

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby appoint Amy Castelic, 1538 35th Avenue, Kenosha to the Mayor's Youth Commission to fulfill an unexpired term which will expire November 11, 2011.

Ms. Castelic is an Academic Advisor with Student Support Services at the University of Wisconsin-Parkside. Currently, in the absence of a Program Director, she is also assisting the Upward Bound Program on campus. Upward Bound is a federally funded TRIO program and targets the same population as Student Support Services. Upward Bound works with students while in high school to prepare them for and get them into the college of their choice. She also has experience working with the Upward Bound program in the Manitowoc/Sheboygan area.

I am confident Ms. Castelic will be a conscientious and hard-working member of the Mayor's Youth Commission.

Sincerely,
CITY OF KENOSHA

A handwritten signature in black ink, appearing to read 'Keith G. Bosman', is written over the typed name below.

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 31, 2011

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby appoint Cameron Olson, 4209 89th Street, Kenosha to the Museum Board for a three-year term which will expire May 1, 2014.

Mr. Olson grew up in Illinois and attended Warren Township High School. He attended College of Lake County and studied business. He eventually transferred to the Illinois Institute of Art to pursue a Bachelors Degree in graphic design. He currently manages and operates two companies in Lake Villa, Illinois; Sterling Storage Inc. and the Graphics Company USA LLC. Both companies are successful; Sterling Storage has been established for over twenty years and the Graphics Co. has been operating a little over five years.

I am confident Mr. Olson will be a conscientious and hard-working member of the Museum Board.

Sincerely,
CITY OF KENOSHA

A handwritten signature in black ink, appearing to read 'Keith G. Bosman'. The signature is fluid and cursive, written over the printed 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*

June 2, 2011

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby appoint Brian Hervat, 7411 38th Avenue, Kenosha to the Redevelopment Authority to fulfill an unexpired term which will expire November 15, 2013.

Mr. Hervat has been involved with Real Estate Investment and Development and Construction and Property Management since 2002 and is a Partner/Managing Member of Belongia-Hervat Group. Mr. Hervat was a member of the Minnesota Army National Guard from 1993-2001 and is a graduate of the Officer Candidate School. He belongs to the Kenosha Landlord Association and the Wisconsin Apartment Association.

I am confident Mr. Hervat will be a conscientious and hardworking member of the Redevelopment Authority.

Sincerely,
CITY OF KENOSHA

A handwritten signature in black ink, appearing to read 'Keith G. Bosman', written over the printed name.

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 31, 2011

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby reappoint the following persons to the Kenosha Transit Commission for a three-year term which will expire June 7, 2014:

Pamela DeVuyst, 5800 3rd Avenue, Kenosha
Steven Herr, 7918 60th Avenue, Kenosha

I am confident these members will continue to be conscientious and hardworking members of the Kenosha Transit Commission.

Sincerely,
CITY OF KENOSHA

A handwritten signature in black ink, appearing to read 'Keith G. Bosman', is written over the typed name.

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*

June 2, 2011

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Ladies and Gentlemen:

In accordance with Section 3.01-6 of the Intergovernmental Cooperation Agreement in regard to the Kenosha Joint Services Board of Directors established in 1981, "a seventh (7th) person shall be mutually appointed by the Mayor and County Board Chairman for not more than two (2) three (3) year terms, said seventh person to be confirmed by the City Common Council and by the County Board of Supervisors."

Mark Karow was appointed to the Kenosha Joint Services Board on September 3, 2008 for a three-year term and is now eligible for a second three-year term. I hereby reappoint Mr. Karow to his second three-year term which will expire on May 1, 2014.

I am confident Mr. Karow will continue to be a conscientious and hard-working member of the Kenosha Joint Services Board of Directors.

Sincerely,
CITY OF KENOSHA

A handwritten signature in black ink, appearing to read 'Keith G. Bosman', is written over the typed name below.

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 5, 2011

To: G. John Ruffolo, Chairman, Public Works Committee
 Michael J. Orth, Chairman, Park Commission

From: Michael M. Lemens, P.E. _____
 Director of Engineering /City Engineer

Subject: Project: 09-1413 Washington Park Velodrome Facility
 Location: 1901 Washington Road

The Department of Public Works, Engineering Division has opened bids for the above referenced project. Engineer's Estimate was \$380,000. Budget amount is \$375,000.

This project consists of building and site demolition, construction of new building, utility work, construction of concrete sidewalk and stairs, installation of retaining walls, plumbing, HVAC and electric.

Following is the list of bidders:

	Base Bid	Alternate A	Alternate D
Rasch Construction, Kenosha, WI	\$354,344.00	\$4,244.00	\$1,500.00
Bane Nelson, Kenosha, WI	\$363,291.00	\$7,200.00	\$2,000.00
Absolute Construction, Racine, WI	\$384,700.00	\$7,800.00	\$4,000.00
Scherrer Construction, Burlington, WI	\$384,999.00	\$4,375.00	\$10,000.00
Bukacek Construction, Racine, WI	\$431,180.00	\$4,097.00	\$23,252.00
Magill Construction, Elkhorn, WI	\$441,730.00	\$94.00/LF	\$44,000.00
Camusy Construction, Kenosha, WI	\$470,000.00	\$23,500.00	\$7,500.00

Alternate A is to provide and install a railing adjacent to the top wall including post foundations with the finish matching the stair railings. Alternate D is commence construction after August 29, 2011.

It is recommended that this contract be awarded to Rasch Construction, Kenosha, Wisconsin, for the base bid amount of \$354,344 plus \$4,244 for Alternate A and \$1,500 for Alternate D plus \$13,912 in contingency for unforeseen conditions (if needed), for total award amount of \$374,000.

Staff does anticipate additional costs due to last minute plan clarification during the bidding process. The project can be funded with requested amount using 2007, 2010 and 2011 CIP funding itemized for Washington Park. However, if any unforeseen challenges arise, a CIP amendment or additional funding may need to be considered.

This recommendation also includes construction to start after August 29, 2011 due to increased costs for temporary power, temporary restrooms and construction site activities for the 2011 park and velodrome season.

MML/kjb

cc: Carol Stancato, Director of Finance



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 19, 2011

To: G. John Ruffolo, Chairman, Public Works Committee
 Michael J. Orth, Chairman, Park Commission

From: Shelly Billingsley, P.E. *SB*
 Assistant City Engineer
 Stormwater Utility/ Parks

CC: Anthony Nudo
 Alderman District 11

Subject: Project: 11-1420 Parks Field Office Building Tuckpointing
 Location: 3617 65th Street

The Department of Public Works, Engineering Division has opened bids for the above referenced project. Engineer's Estimate prior to Pre-Bid Meeting was \$94,000. Upon discussion at the Pre-Bid meeting, with expert contractors, staff adjusted the engineer's estimate to a range between \$100,000 to \$115,000. Budget amount is \$180,000 which includes painting of the buildings after the tuckpointing contract is completed. The painting contract will be advertised and bids opened tentatively July 6, 2011.

This project consists of tuckpointing, replacement of concrete masonry unit (CMU) block, lintel repair or replacement, and miscellaneous building repairs which include replacing steel siding, installing aluminum fascia trim and caulking openings between window edges and the abutting masonry. This project was advertised and a pre-bid meeting was held to offer the option for contractors to inspect the facility and speak with engineering staff.

Following is the list of bidders:

	Base Bid
Custom Restoration, Pewaukee, WI	\$105,883.87
Jimmy Z Masonry Corp., Crystal Lake, IL	\$182,201.91

It is recommended that this contract be awarded to Custom Restoration, Pewaukee, Wisconsin, for the base bid amount of \$105,883.87 plus \$10,116.13 in contingency for unforeseen conditions (if needed), for total award amount of \$116,000. Funding is from CIP Line Item PK-10-001.

The quantities may be adjusted to include the alternates, which would decrease the quantities of the base bid and ultimately would be a savings to the contract, but cannot be awarded until the lintels are exposed. At this time a licensed structural engineer is able to inspect the facility once the lintels are exposed and a decision can be made that the alternate prices and work would be acceptable.

MML/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 and Fire Incident 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 b law to reproduce date protected by patent, trademark, service mark, copyright or trade secret, and **SERVICE PROVIDER** assumes no responsibility of any failure of **CLINET** 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 21, 2011

EXHIBIT "A"

**AGREEMENT FOR PROFESSIONAL SERVICES
EMERGENCY MEDICAL SERVICE USER FEE BILLING SERVICES**

**SCOPE OF WORK AND RESPONSIBILITIES OF
SERVICE PROVIDER**

By and Between

THE CITY OF KENOSHA WISCONSIN

A Municipal Corporation

and

EMS MEDICAL BILLING ASSOCIATES, LLC

A Wisconsin Limited Liability Company

A: SCOPE OF SERVICES: SERVICE PROVIDER shall:

1) ADMINISTRATIVE ACCOUNT SET-UP:

a) **SERVICE PROVIDER** will complete all necessary provider enrollment paperwork with Medicare and Medicaid to maintain enrollment status with these payers and to update all information to reflect EMS Medical Billing Associates, LLC as the authorized, exclusive billing service for the **CLIENT**.

b) **SERVICE PROVIDER** will complete all necessary payment authorization forms for Medicare and Medicaid to ensure that these payments are direct deposited into a bank account of the **CLIENT'S** choice, and that all correspondence related to those payments are made available to the **SERVICE PROVIDER** either electronically or forwarded to the **SERVICE PROVIDER'S** address. **SERVICE PROVIDER** will also promptly notify all commercial insurance carriers in our billing system that the remittance address for the **CLIENT** has changed to reflect the address of the **SERVICE PROVIDER**.

c) **SERVICE PROVIDER** will recommend an agreement(s) between the **CLIENT** and an external collections agency (or agencies) for the collection of delinquent accounts, as well as the processing of delinquent accounts to the Wisconsin Tax Refund Intercept Program.

d) **SERVICE PROVIDER** will recommend write-off policies and/or hardship policies for the **CLIENT'S** consideration. The **CLIENT** determines the parameters of write-off and hardship policies, and will determine the amount of approval authority the **SERVICE PROVIDER** will maintain, if any. All write-off and hardship policies should be put in writing by the **CLIENT** and provided to the **SERVICE PROVIDER** prior to beginning work.

e) **SERVICE PROVIDER** will review the billing rates of the **CLIENT** and make recommendations based on current Medicare allowable amount information, Medicaid payment information and commercial insurance industry trends. All applicable laws and rules regarding billing governmental agencies will be applied to all recommendations. **CLIENT** will provide a complete listing of all procedures and rates prior to **SERVICE PROVIDER** beginning work.

f) **SERVICE PROVIDER** will complete all provider enrollment paperwork related to accepting payment by credit card and ACH transactions.

g) **SERVICE PROVIDER** will complete all provider enrollment paperwork related to utilizing remote deposit capture to electronically deposit all **CLIENT** payments received.

h) **SERVICE PROVIDER** will keep **CLIENT** fully informed regarding any rule, regulation or industry standard of practice that may affect the **CLIENT'S** revenues, documentation requirements or industry standards of practice.

2) TECHNICAL ACCOUNT SET-UP:

a) **SERVICE PROVIDER** will create a segregated database for the **CLIENT** within the **SERVICE PROVIDER'S** ImageTrend Rescue Bridge that will accept EMS and fire-related incident data for the **CLIENT**. **SERVICE PROVIDER** will meet with fire department officials to determine what information will be added to the database. All **CLIENT** EMS patient care data and fire-related data will be stored on the **SERVICE PROVIDER'S** Rescue Bridge. **CLIENT** will have continuous online access to the **SERVICE PROVIDER'S** Rescue Bridge.

b) Upon execution of this Agreement, **SERVICE PROVIDER** will immediately purchase the agreed-upon amount of ImageTrend Field Bridge software programs, and forward the unlock codes to the **CLIENT** upon receipt. **CLIENT** is responsible for loading all software on **CLIENT** computers. **SERVICE PROVIDER** can advise **CLIENT** on setup procedures, as needed. **CLIENT'S** Rescue Bridge database must be set up prior to use of the Field Bridge programs.

c) **SERVICE PROVIDER** will meet with fire department officials to determine the design of the ImageTrend Field Bridge template(s) that will be used for patient care data entry.

d) **SERVICE PROVIDER** will meet with fire department officials to determine the **CLIENT'S** setup preferences on the ImageTrend Rescue Bridge for EMS and Fire data.

e) **SERVICE PROVIDER** will conduct training on the ImageTrend Field Bridge software to all Paramedics on all shifts. Typically a single round of training will cover three shifts over a period of three days. **SERVICE PROVIDER** will repeat training as often as **CLIENT** requires prior to live utilization of the software in the field. On-going training is also provided by the **SERVICE PROVIDER** as needed by the **CLIENT**.

f) **SERVICE PROVIDER** will conduct training on documentation requirements to all EMTs on all shifts. This training can be coordinated with the Field Bridge training, or conducted separately. This training is typically conducted bi-annually, or upon request of the **CLIENT**.

g) **SERVICE PROVIDER** will conduct training on the ImageTrend Fire Bridge software. Training will be provided to fire department officials at a schedule determined by the fire department.

3) BILLING AND COLLECTIONS SERVICES

a) **CLIENT** is responsible for completing each patient care report to the specifications established by the **CLIENT** and **SERVICE PROVIDER**.

b) **CLIENT** will electronically upload patient care reports from the ImageTrend Field Bridge software to the **SERVICE PROVIDER'S** ImageTrend Rescue Bridge. **SERVICE PROVIDER** will initiate the billing of those incidents from the data uploaded by the **CLIENT** within five (5) business days.

c) **SERVICE PROVIDER** will forward all patient care reports to the Wisconsin Ambulance Run Data System (WARDS) daily when patient care reports are either created on or electronically uploaded to the **SERVICE PROVIDER'S** ImageTrend Rescue Bridge. For all other methods of creating or storing patient care reports, the **CLIENT** is responsible for submitting patient care reports to WARDS.

d) **SERVICE PROVIDER** will utilize all information provided by the **CLIENT** to create a demographic and insurance profile for each incident to be billed. **CLIENT** is encouraged to capture demographic and insurance information in the field, or get a copy of a hospital admission sheet, in order to expedite the billing process. **SERVICE PROVIDER** will maintain a separate record for each incident showing billing attempts, patient contact information and payments as well as other useful information. Records shall be made available at any time to **CLIENT**.

e) **SERVICE PROVIDER** will utilize various online tools to verify demographic and insurance information prior to billing a claim. **SERVICE PROVIDER** makes every effort to confirm this data prior to billing.

f) **CLIENT** will approve all external documents used by the **SERVICE PROVIDER** to perform the **CLIENT'S** billing prior to the start of the Agreement.

g) For patients insured by Medicare, **SERVICE PROVIDER** will confirm coverage via

Medicare's online eligibility portal, then send all Medicare claims electronically to Wisconsin Physician Services' claims submission site. Payments from Medicare will be direct deposited by Medicare to the **CLIENT'S** bank account listed on paperwork filed with Medicare at time of account set-up. Payment from Medicare can be expected within 21 days following submission.

h) For patients insured by Medicaid, **SERVICE PROVIDER** will confirm coverage via Medicaid's online eligibility portal, then send all Medicaid claims electronically to EDS's online claims submission website. Payments from Medicaid are sent by check to the **SERVICE PROVIDER**. **SERVICE PROVIDER** will remote deposit payments daily. Payment from Medicaid can be expected within 21 days following submission.

h) For patients with commercial insurance, **SERVICE PROVIDER** will attempt to confirm coverage via various online eligibility portals provided by some commercial insurance carriers. **SERVICE PROVIDER** will send a vast majority of commercial insurance claims electronically using the ZIRMED clearinghouse. Payments from most commercial insurance carriers are made by check and sent to the **SERVICE PROVIDER**. **SERVICE PROVIDER** will remote deposit payments daily. Payment from commercial insurance carriers can take between 30-90 days.

i) For uninsured patients, **SERVICE PROVIDER** will mail a standard invoice. The standard invoice offers a payment stub that can be torn off and mailed with the patient's payment. The invoice also provides directions on how to pay by credit card, either by contacting the **SERVICE PROVIDER** directly or paying online via the **SERVICE PROVIDER'S** website. Patients can also electronically submit insurance information using the **SERVICE PROVIDER'S** website.

j) In the event of partial payment or denial of payment, the **SERVICE PROVIDER** will bill the patient monthly, for up to three (3) months, for the balance due. If no payment is made by the patient within thirty (30) days after the third billing, the bill shall be treated as uncollectible. **SERVICE PROVIDER** will continue to attempt to collect on those accounts via internal collection methods up to and including phone contact with the debtor. Should an account become delinquent more than 120 days without a payment made, or a payment arrangement having been secured, the **SERVICE PROVIDER** agrees to forward that account to the external collection agency. **SERVICE PROVIDER** or authorized external collection agency will forward delinquent accounts to the Wisconsin Tax Refund Intercept Program (TRIP) upon request of the **CLIENT**.

k) **SERVICE PROVIDER** will be responsible for all release-of-record requests, as well as all customer service inquiries related to the billing of the **CLIENT'S** patient care records. **SERVICE PROVIDER** will attempt to maintain a consistent client representative in order to facilitate consistency for the client and third party callers. **SERVICE PROVIDER** follows all applicable HIPAA laws regarding the release of private health information.

l) **SERVICE PROVIDER** will provide monthly detail transaction reports for the preceding month itemizing incidents billed, collections made, adjustments made to bills and account aging information and such other reports as are customarily available or as are requested by the **CLIENT**. Reports are provided electronically in Excel or PDF format, or can be mailed to the **CLIENT** monthly.

m) **SERVICE PROVIDER** will furnish upon request, and without additional compensation, such explanation as may be necessary to clarify and interpret its report and other actions taken in accordance with the Agreement.

n) **SERVICE PROVIDER** will provide continuous online access to the **CLIENT** for the purpose of accessing reports via the **SERVICE PROVIDER'S** Crystal Reports server. **SERVICE PROVIDER** will be responsible for training the **CLIENT** on accessing the server and how to run reports. Training will be scheduled at a mutually agreeable time following the execution of this Agreement.

**FISCAL NOTE
CITY OF KENOSHA
DEPARTMENT OF FINANCE**

PREPARED FOR: Finance Committee

ITEM: Disbursement Record #9

ESTIMATED FINANCIAL IMPACT:

No additional fiscal note needed.

Date Prepared: 05/20/11

Prepared By: 

Reviewed By: 

START DATE FOR SUMMARY: 5/01 END DATE FOR SUMMARY: 5/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105373	5/04	A & B PRO HARDWARE	420-11-51102-583-000	INSTALL LOCKSET	695.00
105374	5/04	CROWN TROPHY OF KENOSHA	110-01-51701-311-000	B.MCCURDY PLAQUE	30.00
105375	5/04	WE ENERGIES	110-03-53109-221-000	04/11 STREETLIGHTS	60,610.91
			110-05-55109-221-000	04/11 STREETLIGHTS	510.43
				..... CHECK TOTAL	61,121.34
105376	5/04	HAYS COMPANIES	520-09-50401-276-000	5/11-4/12 LIABILITY	35,009.70
105377	5/04	ICMA RETIREMENT TRUST	110-00-21572-000-000	04/16-30/11 CONTRIB	62,951.37
			110-00-21599-000-000	04/16-30/11 CONTRIB	2,830.00
				..... CHECK TOTAL	65,781.37
105378	5/04	INTERSTATE ELECTRIC SUPPLY	110-03-53103-235-000	4/11-ST ELECTRICAL S	85.41
			110-03-53109-375-000	4/11-ST ELECTRICAL S	44.00
			110-03-53109-375-000	4/11-ST ELECTRICAL S	15.96
			420-11-51102-583-000	4/11-MB REMODEL ELEC	1.68
			110-03-53109-375-000	4/11-ST ELECTRICAL S	.92
				..... CHECK TOTAL	147.97
105379	5/04	CARDINAL HEALTH	206-02-52205-318-000	04/11 MEDICAL SUPPL	377.52
			206-02-52205-318-000	04/11 MEDICAL SUPPL	304.67
			206-02-52205-318-000	04/11 MEDICAL SUPPL	301.45
			206-02-52205-318-000	04/11 MEDICAL SUPPL	94.35
				..... CHECK TOTAL	1,077.99
105380	5/04	KRANZ, INC.	630-09-50101-393-000	4/11-SE PRODUCTS	311.70
105381	5/04	WINGFOOT COMMERCIAL TIRE	520-09-50106-346-000	3/11-TD TIRE REPAIR	267.45
105382	5/04	WELDCRAFT, INC.	110-05-55109-344-000	4/11-PA WELDING SERV	106.25
			501-09-50106-344-000	4/11-WELDING SERVICE	14.80
				..... CHECK TOTAL	121.05
105383	5/04	WE ENERGIES	630-09-50101-393-000	12/16-3/31 CNG FUEL	32.79
105384	5/04	BADGER OIL EQUIPMENT CO.	630-09-50101-393-000	04/11 REP FUEL PUMP	579.36

START DATE FOR SUMMARY: 5/01 END DATE FOR SUMMARY: 5/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105385	5/04	TAYLOR, SUSAN K.	110-01-50301-219-000	04/11 VARIN REGAL	378.75
105386	5/04	HORNUNG'S PRO GOLF SALES	524-05-50101-398-000	PENCILS	363.76
			524-05-50101-398-000	CLASSIC T MARKERS	334.05
			524-05-50101-398-000	ROYALINE FLAGSTICKS	259.20
			524-05-50101-398-000	CLASSIC T MARKERS	243.00
			524-05-50101-398-000	CLASSTIC T MARKERS	243.00
			524-05-50101-398-000	CLASSIC T MARKERS	243.00
			524-05-50101-398-000	PLAIN NYLON FLAGS	131.66
			524-05-50101-398-000	PLASTIC ST 2000 CUPS	121.50
			524-05-50101-398-000	TOWELETTES	120.00
			524-05-50101-398-000	GLOVES	68.00
			524-05-50101-398-000	GLOVES	68.00
			524-05-50101-398-000	SUNBLOCK LOTION	64.00
			524-05-50101-398-000	GLASSINE TEE BAGS	56.00
			524-05-50101-398-000	ECONOMY RAKE	54.00
			524-05-50101-398-000	GOLF TOWELS	38.00
				..... CHECK TOTAL	2,407.17
105387	5/04	LARK UNIFORM, INC.	110-02-52103-367-000	03/11 #284 UNIFORM	65.95
105388	5/04	GEAR WASH	110-02-52206-367-000	4/11-TURNOUT GEAR RE	600.00
105389	5/04	THREE T'S TRUCKING INC	217-06-51630-259-000	HAULING DEBRIS	2,317.25
105390	5/04	OFFICEMAX	761-09-50101-311-000	08/10 DVD/ENVELOPES	650.60
			110-05-55109-311-000	03/11 PA #1775 OFFC	348.01
			110-02-52103-311-000	04/11 PA #1788 OFFC	192.96
			110-02-52103-311-000	04/11 PD #1788 OFFC	131.71
			110-02-52103-311-000	04/11 PD #1792 OFFC	52.86
			110-01-51201-311-000	04/11 CT #1793 OFFC	26.01
			110-02-52201-311-000	04/11 FD #1791 OFFC	24.24
				..... CHECK TOTAL	1,426.39
105391	5/04	LINCOLN CONTRACTORS SUPPLY	501-09-50105-355-000	4/11-SW TOOLS/SUPPLI	150.80
			501-09-50105-355-000	4/11-SW TOOLS/SUPPLI	57.38
				..... CHECK TOTAL	208.18
105392	5/04	HOLLAND SUPPLY, INC.	110-03-53103-344-000	4/11-ST HYDRAULIC FI	407.13
			630-09-50101-393-000	4/11-CE HYDRAULIC FI	184.66
			630-09-50101-393-000	4/11-CE#3009 HYDRAUL	138.91
			501-09-50104-344-000	4/11-SW HYDRAULIC FI	104.07
			630-09-50101-393-000	4/11-CE HYDRAULIC FI	92.16
			630-09-50101-393-000	4/11-CE HYDRAULIC FI	90.32
			630-09-50101-393-000	4/11-CE#3009 HYDRAUL	78.89
				..... CHECK TOTAL	1,096.14

START DATE FOR SUMMARY: 5/01 END DATE FOR SUMMARY: 5/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105393	5/04	BENDLIN FIRE EQUIPMENT CO.	110-02-52203-344-000	04/11 PARTS/MATERLS	496.36
			206-02-52205-344-000	04/11 PARTS/MATERLS	349.61
			110-02-52203-344-000	04/11 PARTS/MATERLS	240.00
			110-02-52203-344-000	04/11 PARTS/MATERLS	186.19
			206-02-52205-344-000	04/11 PARTS/MATERLS	174.00
				..... CHECK TOTAL	1,446.16
105394	5/04	M B PROMOTIONS	110-02-52110-311-000	MINI RED FLYERS	648.94
			110-02-52110-311-000	JR POLICE HATS	479.98
			110-02-52110-311-000	SET UP CHARGE	34.00
			110-02-52110-311-000	RE-SET CHARGE	20.00
				..... CHECK TOTAL	1,182.92
105395	5/04	DAIMLER BUSES NORTH AMERICA	520-09-50201-347-000	04/11 PARTS/MATRLS	137.12
			520-09-50201-347-000	03/11 PARTS RETURN	2.40CR
			520-09-50201-347-000	03/11 PARTS RETURN	33.12CR
			520-09-50201-347-000	02/11 PARTS RETURN	33.12CR
				..... CHECK TOTAL	68.48
105396	5/04	HOERNEL LOCK & KEY, INC.	110-05-55109-246-000	4/11-PA LOCKS & KEYS	28.60
105397	5/04	INVESTORS PROPERTY SERVICES	254-06-50495-259-000	#5263821 REHAB	5,000.00
			463-11-50601-589-000	4905 26 AVE REHAB	2,672.00
				..... CHECK TOTAL	7,672.00
105398	5/04	HUMANA CLAIMS	611-09-50101-155-527	04/29/11 MED CLAIMS	130,990.56
			611-09-50101-155-527	05/02/11 MED CLAIMS	107,262.70
			611-09-50101-155-527	05/02/11 PHARMACY	16,770.47
			611-09-50101-155-527	04/29/11 PHARMACY	5,398.89
			611-09-50101-155-527	05/03/11 PHARMACY	1,947.61
			611-09-50101-155-527	05/02/11 MED CLAIMS	6.52
				..... CHECK TOTAL	262,376.75
105399	5/04	PIONEER COMMERCIAL CLEANING	110-01-51801-243-000	4/11-MB JANITORIAL S	3,430.00
			110-01-51801-243-000	4/11-MB JANITORIAL S	125.00
				..... CHECK TOTAL	3,555.00
105400	5/04	PAUL CONWAY SHIELDS	110-02-52206-367-000	04/11 TURNOUT GEAR	585.00
			110-02-52206-367-000	04/11 TURNOUT GEAR	257.25
				..... CHECK TOTAL	842.25

START DATE FOR SUMMARY: 5/01 END DATE FOR SUMMARY: 5/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105401	5/04	AUTO ZONE INC.	630-09-50101-393-000	04/11 PARTS/SUPPLIES	145.99
105402	5/04	US CELLULAR	501-09-50103-226-000	04/11 INTERNET CARD	40.71
			501-09-50103-226-000	04/11 SW-CELL AIRTM	34.41
			501-09-50103-226-000	04/11 SW-CELL SERVC	3.00
				..... CHECK TOTAL	78.12
105403	5/04	WASTE MANAGEMENT OF WI	217-06-51630-259-000	EXPLOSION DEBRIS	2,961.01
105404	5/04	LIGHTLE ENTERPRISES OF OHIO	501-09-50105-378-000	FOLDING BARRICADES	2,980.32
			501-09-50105-378-000	FOLDING BARRICADES	2,980.32
				..... CHECK TOTAL	5,960.64
105405	5/04	JANTZ'S YARD 4 AUTOMOTIVE	630-09-50101-393-000	4/11-SE#1995 MERCHAN	175.00
105406	5/04	MCW BIOETHICS	110-02-52107-264-000	SGT ROHDE 6/2/11	95.00
105407	5/04	CRICKET COMMUNICATIONS	110-02-52102-219-000	CALL HIST 11-038579	64.00
105408	5/04	KENOSHA COUNTY TREASURER	110-04-54101-252-000	05/11 HEALTH SERVICE	90,296.42
105409	5/04	OSI ENVIRONMENTAL INC	110-03-53117-253-000	4/11-WA REMOVAL SERV	631.25
105410	5/04	SAFETY FIRST, INC.	110-02-52203-235-000	QUARTERLY AIR TEST	562.50
105411	5/04	HANSMANN PRINTING	110-02-52103-311-000	04/11 PD-BC'S/PROCR	94.00
105412	5/04	J & M RECOVERY & TOWING	110-02-52103-219-000	4/11-#11-047161 TOWI	25.00
105413	5/04	MENARDS (KENOSHA)	420-11-51102-583-000	4/11-MB REMODEL MERC	286.74
			110-02-52203-369-000	4/11-FD#2 MERCHANDIS	264.00
			110-05-55111-246-000	4/11-PA MERCHANDISE	230.10
			110-01-51801-389-000	4/11-MB MERCHANDISE	188.30
			110-05-55109-244-000	3/11-PA MERCHANDISE	84.41
			110-05-55109-361-000	4/11-PA MERCHANDISE	60.71
			205-03-53119-389-000	4/11-ST MERCHANDISE	29.94
			521-09-50101-382-000	4/11-AR MERCHANDISE	10.98
			521-09-50101-375-000	4/11-AR MERCHANDISE	7.90
			110-03-53116-382-000	4/11-WA MERCHANDISE	5.97
			521-09-50101-357-000	4/11-AR MERCHANDISE	5.14
				..... CHECK TOTAL	1,174.19

START DATE FOR SUMMARY: 5/01 END DATE FOR SUMMARY: 5/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105414	5/04	UKE'S HARLEY-DAVIDSON/BUELL	110-02-52103-344-000	03/11 MOTORCYCL SRVC	725.90
105415	5/04	CHASE BANK-DTC	399-00-22212-000-000	5/01/11 INTEREST	284,283.50
105416	5/04	HALLMAN LINDSAY	110-05-55102-244-000	4/11-PA FIELD PAINT/	271.60
105417	5/04	GRAINGER	521-09-50101-344-000	04/11 AR-PARTS/MATRL	183.83
105418	5/04	WI DEPT OF ADMINISTRATION	110-01-50301-322-000	4 SETS #362-09D	316.00
105419	5/04	GRAMANN REPORTING, LIMITED	110-01-50301-219-000	KRYSTOWIAK/DEPOSTN	329.10
105420	5/04	MCDEVITT'S TOWING	110-02-52103-344-000	2/11-PD#2906 TOWING	33.50
			110-02-52103-344-000	2/11-PD#2906 TOWING	33.50
				..... CHECK TOTAL	67.00
105421	5/04	SAFETY-KLEEN INC	520-09-50201-389-000	4/11-TD 16105 SOLVEN	137.76
105422	5/04	VERSANT, INC	520-09-50301-219-000	BROCHURE UPDATES	1,936.99
105423	5/04	CARPETS PLUS OUTLET, INC.	633-09-50101-246-000	REPL TILE CIVIC CTR	45.00
105424	5/04	IAFF/NATIONWIDE	110-00-21574-000-000	04/16-30/11 CONTRIB	20,043.99
105425	5/04	AIRGAS NORTH CENTRAL	632-09-50101-389-000	03/11 SE-INDSTL GAS	135.75
			110-05-55109-344-000	03/11 PA-INDSTL GAS	51.48
			206-02-52205-389-000	04/11 FD#5 OXYGEN CY	50.43
				..... CHECK TOTAL	237.66
105426	5/04	AFLAC	110-00-21535-000-000	03/11 DEDUCTS	2,040.94
			110-00-21535-000-000	3/25-4/15 HRLY DED	659.36
			110-00-21536-000-000	03/11 DEDUCTS	285.68
			110-00-21536-000-000	3/25-4/15 HRLY DED	283.20
				..... CHECK TOTAL	3,269.18
105427	5/04	WHEDA	110-00-21106-000-000	2010 TAX-6521 21 AV	365.92
105428	5/04	SPECTERA, INC.	110-00-21534-000-000	04/11 DEDUCTS	1,619.55
			110-00-21534-000-000	03/11 DEDUCTS	1,610.82
				..... CHECK TOTAL	3,230.37

START DATE FOR SUMMARY: 5/01 END DATE FOR SUMMARY: 5/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105429	5/04	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	04/16-30/11 CONTRIB	10,737.23
105430	5/04	BALL HORTICULTURE CO	110-05-55103-353-000	04/11 FLOWERS, PLANTS	844.14
			110-05-55103-353-000	04/11 FLOWERS, PLANTS	508.47
			110-05-55103-353-000	04/11 FLOWERS, PLANTS	449.53
			110-05-55103-353-000	04/11 FLOWERS, PLANTS	288.40
			110-05-55103-353-000	04/11 FLOWERS, PLANTS	237.89
			110-05-55103-353-000	04/11 FLOWERS, PLANTS	127.23
			110-05-55103-353-000	04/11 FLOWERS, PLANTS	75.86
				..... CHECK TOTAL	2,531.52
105431	5/04	FRASER, LURENA R	110-00-21109-000-000	COURT PYMT N638583	100.00
105432	5/04	CARRICO AQUATIC RESOURCES	110-05-55111-219-000	WATER MANAGEMENT	2,907.25
			110-05-55111-219-000	WATER MANAGEMENT	2,259.00
				..... CHECK TOTAL	5,166.25
105433	5/04	PRINCE, CORNELIUS	110-00-21904-000-000	CASH BOND N1218227	240.00
105434	5/04	METTERNICH, CHISIM	110-00-45103-000-000	FINE PYMT V643760	50.00
			110-00-45104-000-000	FINE PYMT V643760	28.00
			110-00-21911-000-000	FINE PYMT V643760	13.00
			110-00-21901-000-000	FINE PYMT V643760	13.00
			110-00-21910-000-000	FINE PYMT V643760	10.00
				..... CHECK TOTAL	114.00
105435	5/04	LOVE, SEMONE	110-00-21905-000-000	BEACHHOUSE 10/15/11	300.00
			110-00-46580-000-000	BEACHHOUSE 10/15/11	210.00
				..... CHECK TOTAL	510.00
105436	5/04	GARZA, ROBERT	110-00-21905-000-000	BEACH HOUSE 4/23/11	300.00
105437	5/04	GOMEZ, ROSA	110-00-21905-000-000	ORIBILETTI 4/24/11	300.00
105438	5/04	KIM, EUNKYUNG	110-00-21904-000-000	CASH BOND V713466	37.80
105439	5/04	EDDY, KEVIN M	110-00-45103-000-000	FINE PYMT V642290	50.00
			110-00-45104-000-000	FINE PYMT V642290	28.00
			110-00-21911-000-000	FINE PYMT V642290	13.00
			110-00-21901-000-000	FINE PYMT V642290	13.00
			110-00-21910-000-000	FINE PYMT V642290	10.00
				..... CHECK TOTAL	114.00

START DATE FOR SUMMARY: 5/01 END DATE FOR SUMMARY: 5/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105440	5/04	KENOSHA LUMBER & MFG	110-09-56505-431-000	2009 PP TAX CORRECT	4,171.63
105441	5/04	BARTON, KEVIN	520-09-50101-367-000	2011 UNIFORM ALLOW	56.88
105442	5/04	MAY, DAVID	110-02-52102-367-000	2011 CLOTHING ALLOW	400.00
			110-02-52102-341-000	4/26/11 STANLEY	49.50
			110-02-52102-263-000	4/26/11 STANLEY	16.00
				..... CHECK TOTAL	465.50
105443	5/04	RAFFERTY, HUGH P.	110-02-52107-263-000	4/15-28/11 APPLETON	87.00
105444	5/04	BELLER, JAMES	110-02-52102-367-000	2011 CLOTHING ALLOW	400.00
105445	5/04	BILLINGSLEY, SHELLY	420-11-50904-219-000	04/07/11 MADISON	48.45
105446	5/04	GARRETT, BARBARA	520-09-50101-367-000	2011 UNIFORM ALLOW	37.92
105447	5/04	CLARK, KAREN	520-09-50101-367-000	2011 UNIFORM ALLOW	24.20
105448	5/06	AMALGAMATED TRANSIT UN 998	110-00-21556-000-000	05/06/11 UNION DUES	78.60
105449	5/06	ACCUTEMP MECHANICAL INC	633-09-50101-241-000	REPAIR FURNACE	163.00
105450	5/06	CHESTER ELECTRONICS SUPPLY	206-02-52205-363-000	04/11 FD PARTS & MAT	49.75
			631-09-50101-363-000	04/11 EN PARTS & MAT	34.99
			110-02-52103-235-000	04/11 PD PARTS & MAT	11.97
			632-09-50101-389-000	04/11 SE PARTS & MAT	8.00
				..... CHECK TOTAL	104.71
105451	5/06	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	04/11 ST ELECTRICAL	172.48
			110-03-53109-375-000	04/11 ST ELECTRICAL	172.48
			110-03-53109-375-000	04/11 ST ELECTRICAL	74.58
			110-03-53109-375-000	04/11 ST ELECTRICAL	50.26
			110-03-53109-375-000	04/11 ST LECTRICAL M	31.66
				..... CHECK TOTAL	501.46
105452	5/06	GENERAL COMMUNICATIONS, INC.	501-09-50105-231-000	03/11 SW-MISC ITEMS	199.98
			110-03-53103-231-000	03/11 ST-MISC ITEMS	199.97
			110-03-53103-231-000	03/11 ST-MISC ITEMS	3.45
				..... CHECK TOTAL	403.40

START DATE FOR SUMMARY: 5/01 END DATE FOR SUMMARY: 5/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105453	5/06	INTERSTATE ELECTRIC SUPPLY	520-09-50201-347-000	04/11 TD-ELECTRICAL	391.50
			110-03-53109-375-000	04/11 ST-ELECTRICAL	157.56
			420-11-51102-583-000	04/11 MB-REMODEL	37.70
			110-05-55111-246-000	04/11 PA-ELECTRICAL	35.23
			420-11-51102-583-000	04/11 MB-REMODEL	34.32
			521-09-50101-375-000	04/11 AR-ELECTRICAL	21.58
			420-11-51102-583-000	04/11 MB-REMODEL	8.02
			..... CHECK TOTAL	685.91	
105454	5/06	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	05/06/11 CITY HRLY	15,504.00
			110-00-21562-000-000	05/06/11 WATER HRLY	4,199.85
			110-00-21562-000-000	05/06/11 MUSEUM HRLY	205.00
				..... CHECK TOTAL	19,908.85
105455	5/06	LABOR PAPER, THE	110-01-50101-321-000	04/11 1ST & 2ND ORDS	35.86
105456	5/06	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	2/16/11 J DELFRATE	223.17
			520-09-50101-161-000	9/15/09 J MARTI	179.85
				..... CHECK TOTAL	403.02
105457	5/06	SHERWIN WILLIAMS CO.	420-11-51102-583-000	04/11 MB REMODEL PAI	215.15
			420-11-51102-583-000	04/11 MB REMODEL PAI	48.18
			501-09-50105-344-000	04/11 SW PAINT/SUPPL	32.09
				..... CHECK TOTAL	295.42
105458	5/06	SHOPKO DEPT. STORE	110-02-52103-365-000	04/11 PD MERCHANDISE	34.62
			501-09-50105-388-000	04/11 ST MERCHANDISE	31.98
				..... CHECK TOTAL	66.60
105459	5/06	WE ENERGIES	286-06-50211-259-000	#5254226 - UTILITIES	133.25
			286-06-50202-259-000	#5254230 - UTILITIES	117.44
			286-06-50203-259-000	#5254234 - UTILITIES	85.41
			286-06-50210-259-000	#5254292 - UTILITIES	79.40
			286-06-50213-259-000	#5255806 - UTILITIES	64.75
			286-06-50205-259-000	#5254221 - UTILITIES	64.22
			286-06-50212-259-000	#5254223 - UTILITIES	63.79
				..... CHECK TOTAL	608.26
105460	5/06	LEITCH PRINTING CORPORATION	501-09-50101-311-000	04/11 SW COUPONS	280.17
			110-03-53103-311-000	04/11 ST CRACKFILL	137.00
				..... CHECK TOTAL	417.17

START DATE FOR SUMMARY: 5/01 END DATE FOR SUMMARY: 5/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105461	5/06	AMERICAN BOTTLING CO.	524-05-50101-397-000	04/11 SOFT DRINKS	137.50
105462	5/06	KENOSHA WATER UTILITY	286-06-50205-259-000	#5254319 UTILITIES	28.62
			286-06-50209-259-000	#5254250 UTILITIES	28.38
			286-06-50213-259-000	#5254257 UTILITIES	27.32
			286-06-50210-259-000	#5254286 UTILITIES	27.32
			286-06-50208-259-000	#5254247 UTILITIES	27.32
			286-06-50207-259-000	#5254242 UTILITIES	27.32
			286-06-50206-259-000	#5254237 UTILITIES	27.32
			286-06-50204-259-000	#5255801 UTILITIES	24.28
			286-06-50212-259-000	#5255804 UTILITIES	9.80
				..... CHECK TOTAL	227.68
105463	5/06	WIS FUEL & HEATING INC	630-09-50101-393-000	04/11 CE LUBRICANTS	700.80
105464	5/06	BROOKS TRACTOR, INC.	630-09-50101-393-000	04/11 #2215 PARTS	400.10
			630-09-50101-393-000	04/11 PARTS/MATERLS	81.47
				..... CHECK TOTAL	481.57
105465	5/06	UNITED HEALTHCARE INSURANCE	611-09-50101-155-000	REPRT-PRIOR CARRIER	1,000.00
			611-09-50101-155-000	REPRT-PRIOR CARRIER	1,000.00
				..... CHECK TOTAL	2,000.00
105466	5/06	CHASE BANK KENOSHA	110-00-21513-000-000	05/06/11 HRLY DEDCT	22,660.53
			110-00-21612-000-000	05/06/11 HRLY DEDCT	11,912.17
			110-00-21511-000-000	05/06/11 HRLY DEDCT	8,069.36
			110-00-21614-000-000	05/06/11 HRLY DEDCT	2,874.16
			110-00-21514-000-000	05/06/11 HRLY DEDCT	2,874.00
				..... CHECK TOTAL	48,390.22
105467	5/06	AT&T	110-02-52203-225-000	4/22-5/22 REPEATER	199.72
			110-02-52110-225-000	4/10-5/09 657-3937	79.16
			110-03-53103-225-000	4/19-5/18 652-2605	77.47
			520-09-50301-225-000	4/19-5/18 652-6932	77.46
			501-09-50105-225-000	4/19-5/18 652-2605	77.46
			110-02-52201-225-000	4/10-5/09 657-6133	39.46
			521-09-50101-225-000	4/04-5/03 656-1586	38.75
			524-05-50101-227-000	4/10-5/09 657-3107	38.74
			521-09-50101-225-000	4/10-5/09 658-0870	38.74
			520-09-50301-225-000	4/19-5/18 652-5104	38.73
			110-01-51801-225-000	4/19-5/18 652-4112	38.73
			110-02-52203-225-000	4/19-4/19 652-5506	15.07
				..... CHECK TOTAL	759.49

START DATE FOR SUMMARY: 5/01 END DATE FOR SUMMARY: 5/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105468	5/06	TDS METROCOM	110-01-51801-227-000	04/11 PHONE SERVICE	158.41
			110-01-51801-225-000	04/11 PHONE SERVICE	21.70
				..... CHECK TOTAL	180.11
105469	5/06	OFFICEMAX	110-02-52103-362-000	LABELING SYSTEM	157.59
			501-09-50101-311-000	11/10 PW #1668 OFFC	38.15
				..... CHECK TOTAL	195.74
105470	5/06	PAT'S SERVICES, INC.	205-03-53119-282-000	04/11 PORTABLE TOILE	65.80
105471	5/06	ALUMINUM FENCE CORPORATION	521-09-50101-249-000	REPLACE POST	365.00
105472	5/06	SCHELBLE & HEMMER, S.C.	110-00-21581-000-000	05/06/11 B GARRETT	129.36
105473	5/06	INTEGRATED TIME PRODUCTS	501-09-50105-232-000	TIME CLOCK MAINT.	72.50
			110-03-53103-232-000	TIME CLOCK MAINT.	72.50
				..... CHECK TOTAL	145.00
105474	5/06	STRAND ASSOCIATES, INC.	110-03-53117-219-000	1-3/11 LANDFILL MONT	1,393.49
105475	5/06	CITRIX SYSTEMS INC.	110-01-51102-233-000	XEN SERVER LICENSE	1,300.00
			110-00-15202-000-000	XEN SERVER LICENSE	650.00
				..... CHECK TOTAL	1,950.00
105476	5/06	SOUTHPORT HEATING & COOLING	110-02-52203-246-000	STN7 SHOWER REPAIRS	1,213.45
			110-02-52203-246-000	STN7 PLUMBING	107.00
				..... CHECK TOTAL	1,320.45
105477	5/06	TALLGRASS RESTORATION, LLC	110-05-55109-219-000	GRASSLAND BURN	1,600.00
			110-05-55109-219-000	WOODLAND BURN	800.00
				..... CHECK TOTAL	2,400.00
105478	5/06	HUMANA CLAIMS	611-09-50101-155-527	05/04/11 MED CLAIMS	55,936.78
			611-09-50101-155-527	05/05/11 MED CLAIMS	5,823.92
			611-09-50101-155-527	05/05/11 PHARMACY	5,683.88
			611-09-50101-155-527	05/04/11 PHARMACY	2,894.37
				..... CHECK TOTAL	70,338.95
105479	5/06	ROEKERT & MIELKE, INC.	403-11-51002-588-000	1-3/11 SEWER INSPCT	7,539.70
			501-09-50102-219-000	03/11 OUTFALL SCRNG	477.00
				..... CHECK TOTAL	8,016.70

START DATE FOR SUMMARY: 5/01 END DATE FOR SUMMARY: 5/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105480	5/06	MEYER'S PRESSURE CLEANERS	632-09-50101-235-000	INSTALL HOSE REEL	595.00
105481	5/06	US CELLULAR	210-06-51605-259-000	1-2/11 CELL PHONE	9.70
105482	5/06	SCHMIDT IMPLEMENT CO. INC.	521-09-50101-344-000	04/11 AR SERVICE/PAR	67.00
105483	5/06	L & S ELECTRIC INC.	110-03-53107-344-000	MOTOR REPAIR	650.00
105484	5/06	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	05/06/11 L SAYLOR	34.91
105485	5/06	MALLERY & ZIMMERMAN, SC	110-00-21581-000-000	05/06/11 CHRISTERSON	133.78
105486	5/06	TSI, INC	110-02-52203-235-000	CLEANING/CALIBRATION	914.62
105487	5/06	NYBERG TROPHIES & AWARDS	110-02-52110-311-000	PLAQUE BADGE SET	320.00
105488	5/06	HANSMANN PRINTING	110-02-52201-311-000	04/11 FD-T.COX BC'S	20.00
105489	5/06	WASTE MANAGEMENT	633-09-50101-253-000	05/11 LI WEEKLY PICK	82.61
			110-01-51801-246-000	05/11 MB PULL CHARGE	58.65
			521-09-50101-219-000	05/11 AR PAPER RECYC	54.08
			110-05-55109-246-000	05/11 PA PAPER RECYC	39.00
				..... CHECK TOTAL	234.34
105490	5/06	MENARDS (KENOSHA)	110-05-55109-249-000	04/11 PA-MERCHANDISE	223.40
			110-05-55109-357-000	04/11 PA-MERCHANDISE	206.19
			110-02-52203-382-000	04/11 FD#4 MERCHAND	135.37
			420-11-51102-583-000	04/11 MB-REMODEL	71.99
			206-02-52205-344-000	04/11 FD#4 MERCHAND	47.48
			110-02-52203-344-000	04/11 FD#4 MERCHAND	47.48
			110-05-55102-344-000	04/11 PA-MERCHANDISE	39.78
			110-05-55109-389-000	04/11 PA-MERCHANDISE	20.54
			420-11-51102-583-000	04/11 MB-RETURN	123.74CR
				..... CHECK TOTAL	668.49
105491	5/06	SUTPHEN CORPORATION	110-02-52203-344-000	04/11 TRK #7 PARTS/S	46.50
105492	5/06	NORTHERN TOOL & EQUIPMENT	501-09-50105-361-000	DOUBLE AUGER MORTAR	162.87
105493	5/06	WIS DEPT OF COMMERCE	520-09-50202-246-000	ELEVETOR PERMT OPER	50.00

START DATE FOR SUMMARY: 5/01 END DATE FOR SUMMARY: 5/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105494	5/06	PLATINUM SYSTEMS	240-09-50101-524-000	WORKSTATIONS	13,499.71
105495	5/06	WIS SCTF	110-00-21581-000-000	05/06 HRLY DEDUCT	1,265.80
105496	5/06	HERO'S SALUTE AWARDS COMPANY	110-02-52203-389-000	04/11 T.INGROUILLE	124.00
105497	5/06	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	05/06/11 J PETRILLO	139.82
105498	5/06	TIME WARNER CABLE	520-09-50301-233-000	05/11 TRANSIT-ROADRU	139.95
			110-01-51102-233-000	05/11 AIRPORT-ROADRU	139.95
				..... CHECK TOTAL	279.90
105499	5/06	KUSSMAUL ELECTRONICS CO, INC	110-02-52203-344-000	AUTO CHR9 1200 KIT	881.75
105500	5/06	INLAND POWER GROUP	110-02-52203-344-000	TRICK 4 REPAIRS	1,565.60
105501	5/06	GILLIG CORPORATION	520-09-50201-347-000	MISC. BUS PARTS	5,857.88
			520-09-50201-347-000	MISC. BUS PARTS	2,600.00
			520-09-50201-347-000	04/11 BUS PARTS	351.78
			520-09-50201-347-000	03/11 BUS PARTS	35.10
			520-09-50201-347-000	SIGN ASM RETURN	3,109.00CR
				..... CHECK TOTAL	5,735.76
105502	5/06	PROCESSWORKS INC.	110-00-21578-000-000	5/03/11 CHECK REG	5,240.49
105503	5/06	AIRGAS NORTH CENTRAL	110-02-52203-344-000	MAINT SHOP SUPPLIES	102.17
105504	5/06	AVI MIDWEST LLC	761-09-50101-235-000	05-07/11 MAINT	2,756.65
105505	5/06	MINE SAFETY APPLIANCE CO.	110-02-52203-344-000	ENG2 CAMERA REPAIR	157.73
105506	5/06	SLANA, V STEPHEN, M.D.	110-09-56405-161-000	3/26/11 A STICH	171.70
105507	5/06	AURORA HEALTH CARE	110-09-56405-161-000	12/30/10 J KUNZ	3,235.10
			110-09-56405-161-000	8/2/10 L RAZAA	329.12
			110-09-56405-161-000	3/21/11 T LEWIS	207.68
			110-09-56405-161-000	1/20/11 R BEDNAR II	199.76
			110-09-56405-161-000	3/8/11 K POWELL	198.88
			110-09-56405-161-000	3/21/11 T LEWIS	59.84
				..... CHECK TOTAL	4,230.38

START DATE FOR SUMMARY: 5/01 END DATE FOR SUMMARY: 5/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105508	5/06	STONERIVER PHARMACY SOLUTION	110-09-56405-161-000	3/8/11 K POWELL	101.00
105509	5/06	KOHN LAW FIRM S.C.	110-00-21581-000-000	05/06/11 D LARSON	144.57
105510	5/06	KOSCHNITZKE, TARA	110-00-21109-000-000	COURT PYMNT J437793	7.63
105511	5/06	GREEN, YOLANDA	110-00-44511-000-000	ENTERTAIN LICENSE	275.00
105512	5/06	GAETHKE, LEE	110-09-56404-719-000	VEH DMG 04/13/11	2,013.50
105513	5/06	RADICHEL, GINA	110-00-21109-000-000	COURT PYMT V642839	2.40
105514	5/06	AMERICAN BAR ASSOCIATION	110-01-50301-264-000	5/25/11 ANTARAMIAN	95.00
105515	5/06	CITIMORTGAGE	110-00-21106-000-000	2010 TAX-8561 32 AV	1,544.05
105516	5/06	INGRAM, V L	110-00-44708-000-000	TAXI DRIVER LICENSE	5.00
105517	5/06	GROLEAU, SCOTT R	110-00-44708-000-000	TAXI DRIVER LICENSE	5.00
105518	5/06	GARCIA, ANALISA M	110-00-44709-000-000	BARTENDER LICENSE	50.00
105519	5/06	KATZ, MELISSA R	110-00-44709-000-000	BARTENDER LICENSE	50.00
105520	5/06	GRELL, TERRI L	110-00-44709-000-000	BARTENDER LICENSE	50.00
105521	5/06	KUEHNL, BRIANNA C	110-00-44709-000-000	BARTENDER LICENSE	50.00
105522	5/06	SVOBODA, RICHARD	110-00-21109-000-000	COURT PYMT #V643617	85.00
105523	5/06	HILL, ADAM	110-00-21109-000-000	COURT PYMT #V149233	38.00
105524	5/06	LABAHN, JEFFREY B.	110-01-51701-261-000	4/7/11 MILWAUKEE	55.86
105525	5/06	FINLEY, JANE E.	110-02-52107-263-000	4/28-29 APPLETON	33.00
105526	5/06	CRUEY, EDWARD	110-01-50901-261-000	04/11 77 MILES	39.27
105527	5/11	AFI DIRECT SERVICE INC	632-09-50101-235-000	04/11 SE HYDRAULIC R	438.00

START DATE FOR SUMMARY: 5/01 END DATE FOR SUMMARY: 5/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105528	5/11	RNOW, INC.	630-09-50101-393-000	4/11-SE PARTS/MATERI	1,678.32
			630-09-50101-393-000	4/11-SE#2920 PARTS/M	1,308.43
			630-09-50101-393-000	4/11-SE PARTS/MATERI	567.92
			630-09-50101-393-000	4/11-SE PARTS/MATERI	289.12
			630-09-50101-393-000	4/11-SE PARTS/MATERI	239.10
				..... CHECK TOTAL	4,082.89
105529	5/11	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	4/11-ST ELECTRICAL M	209.19
			110-03-53109-375-000	4/11-ST ELECTRICAL M	139.46
				..... CHECK TOTAL	348.65
105530	5/11	GENERAL COMMUNICATIONS, INC.	422-11-51105-561-000	EXTERNAL SPEAKERS	441.00
105531	5/11	CARDINAL HEALTH	206-02-52205-318-000	04/11 FD MEDICAL SUP	635.06
			206-02-52205-318-000	04/11 FD MEDICAL SUP	230.25
			206-02-52205-318-000	04/11 FD MEDICAL SUP	65.55
			206-02-52205-318-000	04/11 FD MEDICAL SUP	6.29
				..... CHECK TOTAL	937.15
105532	5/11	KENOSHA NEWS	761-09-50101-326-000	04/01-15 KCM ADS	555.00
			110-01-51303-326-000	04/11 GRASS/WEED AD	196.83
			110-01-50101-321-000	04/11 PUBLISHER NTC	41.48
			110-00-21104-000-000	04/11 M. TRAYLOR	40.83
			110-00-21104-000-000	04/11 BP EXPRESS	40.83
			110-00-21104-000-000	04/11 BONNIES DINER	40.83
				..... CHECK TOTAL	915.80
105533	5/11	PALMEN BUICK	630-09-50101-393-000	04/11 CE PARTS & MAT	9.70
105534	5/11	MONROE TRUCK EQUIPMENT	110-03-53103-344-000	FLT 2258 DUMP BODY	10,172.00
105535	5/11	FIRST SUPPLY CO.	110-05-55109-249-000	04/11 PA SUPPLIES AN	50.16
			110-05-55109-246-000	04/11 PA SUPPLIES AN	14.25
				..... CHECK TOTAL	64.41
105536	5/11	WILLKOMM INC., JERRY	520-09-50106-341-000	4/11-TD DIESEL FUEL	26,640.00
105537	5/11	WIS DEPT OF REVENUE	110-00-21512-000-000	4/16-30/11 DEDUCTS	114,340.94
105538	5/11	WE ENERGIES	110-01-51801-221-000	#19 03/29-04/28	4,215.39
			520-09-50301-221-000	#19 03/30-04/29	3,950.97
			110-01-51801-222-000	#19 03/28-04/27	2,731.15
			633-09-50101-221-000	#19 03/25-04/26	2,660.01
			520-09-50301-222-000	#19 03/29-04/28	2,564.90
			520-09-50401-221-000	#19 03/25-04/27	2,233.50
			110-03-53103-221-000	#19 03/28-04/27	2,225.61
			521-09-50101-221-000	#19 03/30-05/01	2,043.84
			110-03-53103-222-000	#19 03/27-04/26	1,904.94
			110-03-53103-222-000	#19 03/28-04/27	1,798.01

START DATE FOR SUMMARY: 5/01 END DATE FOR SUMMARY: 5/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-05-55109-222-000	#19 03/27-04/26	1,741.43
			521-09-50101-221-000	#19 03/29-04/29	1,485.43
			110-03-53109-221-000	#19 03/24-04/25	1,439.92
			633-09-50101-222-000	#19 03/27-04/26	1,292.59
			110-03-53116-222-000	#19 03/28-04/27	1,150.12
			632-09-50101-221-000	#19 03/28-04/27	1,058.77
			110-05-55109-221-000	#19 03/28-04/27	1,036.15
			110-02-52203-222-000	#19 03/24-04/25	1,014.93
			110-02-52203-221-000	#19 03/30-05/01	915.65
			521-09-50101-222-000	#19 03/30-05/01	878.22
			632-09-50101-222-000	#19 03/27-04/26	864.24
			110-03-53109-221-000	#19 03/29-04/28	851.94
			110-03-53109-221-000	#19 03/27-04/25	715.41
			110-02-52203-222-000	#19 03/28-04/29	698.90
			110-01-51802-221-000	#19 2210 52ND ST	693.77
			110-03-53109-221-000	#19 03/28-04/26	620.73
			110-03-53109-221-000	#19 03/30-05/01	578.64
			110-02-52203-221-000	#19 03/28-04/28	576.65
			110-02-52203-222-000	#19 03/30-05/01	564.91
			110-03-53109-221-000	#19 03/28-04/27	523.59
			110-03-53109-221-000	#19 03/31-05/02	473.87
			110-02-52203-221-000	#19 03/27-04/26	448.34
			520-09-50401-222-000	#19 03/24-04/25	440.67
			110-03-53109-221-000	#19 03/27-04/26	398.86
			110-02-52110-221-000	#19 03/28-04/27	299.17
			110-02-52203-222-000	#19 03/27-04/26	255.49
			110-05-55111-221-000	#19 03/28-04/27	231.44
			110-03-53103-221-000	#19 03/24-04/25	159.12
			110-05-55111-222-000	#19 03/24-04/19	136.80
			110-02-52110-222-000	#19 03/28-04/27	126.85
			110-05-55111-221-000	#19 03/29-04/27	94.44
			110-01-51802-221-000	#19 912 35TH ST	59.28
			519-09-50103-221-000	#19 03/24-04/25	56.34
			110-05-55109-221-000	#19 03/31-05/02	53.22
			110-03-53103-221-000	#19 03/27-04/26	43.93
			110-03-53103-221-000	#19 03/29-04/28	34.18
			110-05-55109-222-000	#19 03/24-04/25	21.45
			110-05-55109-221-000	#19 03/29-04/28	18.66
			110-05-55111-222-000	#19 03/28-04/27	17.40
			110-05-55102-221-000	#19 03/29-04/28	12.59
			110-05-55109-221-000	#19 03/27-04/26	10.36
			110-05-55109-221-000	#19 03/24-04/24	9.51
			110-05-55111-222-000	#19 03/24-04/19	8.70
				..... CHECK TOTAL	48,440.98

START DATE FOR SUMMARY: 5/01 END DATE FOR SUMMARY: 5/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT			
105539	5/11	WE ENERGIES	758-09-50110-259-850	2/27-3/28 UTILITIES	98.47			
			284-06-50302-259-000	#5255814 UTILITIES	74.21			
			286-06-50302-259-000	#5255812 UTILITIES	73.13			
				..... CHECK TOTAL	245.81		
105540	5/11	LEITCH PRINTING CORPORATION	110-03-53101-311-000	05/11 PW MARATHON	429.66			
105541	5/11	REINDERS INC.	110-05-55109-344-000	4/11-PA PARTS/SERVIC	364.03			
			110-05-55109-344-000	4/11-PA#3057 PARTS/S	261.60			
			110-05-55109-344-000	4/11-PA#2940 PARTS A	231.20			
			110-05-55109-344-000	4/11-PA#2412 PARTS A	210.90			
			110-05-55109-344-000	4/11-PA#3053 PARTS A	159.88			
			110-05-55109-344-000	4/11-PA#2482 PARTS A	159.60			
			110-05-55109-344-000	4/11-PA#2664 PARTS A	158.61			
			110-05-55109-344-000	4/11-PA#2775 PARTS A	152.44			
			110-05-55109-344-000	4/11-PA#2939 PARTS A	139.20			
			110-05-55109-344-000	4/11-PA#2989 PARTS A	136.88			
			110-05-55109-344-000	4/11-PA#2573 PARTS A	136.60			
			110-05-55109-344-000	4/11-PA#2481 PARTS A	118.90			
			110-05-55109-344-000	4/11-PA#2793 PARTS A	113.88			
			110-05-55109-344-000	4/11-PA PARTS/SERVIC	35.30			
				..... CHECK TOTAL	2,379.02		
			105542	5/11	KENOSHA WATER UTILITY	286-06-50302-259-000	#5254262 UTILITIES	81.26
						758-09-50110-259-850	12/27-2/23 WATER	33.68
758-09-50106-259-850	12/21-2/22 WATER	33.68						
284-06-50302-259-000	#5254275 UTILITIES	33.68						
758-09-50107-259-850	12/31-2/28 WATER	17.22						
463-11-50801-589-000	12/31-2/28 WATER	17.22						
758-09-50108-259-850	12/31-2/28 WATER	12.98						
758-09-50105-259-850	12/31-2/28 WATER	12.98						
758-09-50104-259-850	12/31-2/28 WATER	12.98						
758-09-50109-259-850	12/31-2/28 WATER	9.80						
758-09-50103-259-850	12/31-2/28 WATER	9.80						
463-11-50801-589-000	12/31-2/28 WATER	9.80						
463-11-50801-589-000	12/31-2/28 WATER	9.80						
463-11-50801-589-000	12/31-2/28 WATER	9.80						
463-11-50801-589-000	12/31-2/28 WATER	9.80						
463-11-50801-589-000	12/31-2/28 WATER	9.80						
463-11-50801-589-000	12/31-2/28 WATER	6.62						
	..... CHECK TOTAL	330.90					

START DATE FOR SUMMARY: 5/01 END DATE FOR SUMMARY: 5/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105543	5/11	STREICHER'S POLICE EQUIPMENT	110-02-52103-365-000	.40 S&W PRACTICE:	6,450.00
105544	5/11	MATRX MEDICAL	206-02-52205-344-000	6" WHEEL W/ BEARINGS	279.80
105545	5/11	GOODYEAR TIRE & RUBBER CO.	520-09-50106-346-000	3/11-TD TIRE LEASE	4,617.92
			520-09-50106-346-000	9/10-2/11 CREDIT	561.73CR
				..... CHECK TOTAL	4,056.19
105546	5/11	GEAR WASH	110-02-52206-367-000	3/11-K POLTROCK TURN	197.95
105547	5/11	NEHER ELECTRIC SUPPLY	110-01-51801-389-000	FLUORESCENT LAMPS	570.00
105548	5/11	FEDEX	110-01-51306-312-000	04/11 EN-HIGHLAND GR	19.61
105549	5/11	OFFICEMAX	110-01-51901-311-000	04/11 CT #1796 BC'S	43.24
			110-02-52201-311-000	04/11 FD #1789 OFFC	24.35
			110-01-51201-311-000	04/11 CT #1795 OFFC	19.18
			110-01-51201-311-000	04/11 CT #1795 OFFC	9.08
			110-02-52103-311-000	04/11 PD #1790 OFFC	6.39
				..... CHECK TOTAL	102.24
105550	5/11	PREISS, IRENE	110-02-52203-165-000	05/11 BENEFITS	410.53
105551	5/11	ZAK, PAUL	110-02-52203-165-000	05/11 BENEFITS	861.97
105552	5/11	MADISON TRUCK EQUIPMENT	630-09-50101-393-000	04/11 PARTS AND SERV	1,965.61
105553	5/11	MISNER, RAYMOND	110-01-50101-265-000	05/11 REIMBURSE	130.00
105554	5/11	SERWE IMPLEMENT	630-09-50101-393-000	SWEEPER PARTS	6,662.85
105555	5/11	NUDO, ANTHONY	110-01-50101-265-000	05/11 REIMBURSE	130.00
105556	5/11	PRAIRIE SIDE TRUE VALUE	110-05-55109-341-000	04/11 PA MISC. SUPPL	83.76
			110-05-55109-361-000	04/11 PA MISC. SUPPL	76.75
			110-05-55109-389-000	04/11 PA MISC. SUPPL	41.94
			110-05-55109-246-000	04/11 PA MISC. SUPPL	25.74
			110-05-55109-244-000	04/11 PA MISC. SUPPL	20.57
				..... CHECK TOTAL	248.76

START DATE FOR SUMMARY: 5/01 END DATE FOR SUMMARY: 5/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105557	5/11	REMY BATTERY CO., INC.	630-09-50101-393-000	04/11 CE BATTERIES	506.14
105558	5/11	KAR PRODUCTS	520-09-50201-347-000	3/11-TD SHOP SUPPLIE	487.27
			520-09-50201-347-000	4/11-TD SHOP SUPPLIE	203.37
				..... CHECK TOTAL	690.64
105559	5/11	BIO-TRON INC.	206-02-52205-235-000	REPAIR MRX MONITOR	180.00
			206-02-52205-235-000	PHILIPS MRX REPAIR	115.00
				..... CHECK TOTAL	295.00
105560	5/11	BOGDALA, DAVID	110-01-50101-265-000	05/11 REIMBURSE	130.00
105561	5/11	GREEN, LAWRENCE	110-01-50101-265-000	05/11 REIMBURSE	130.00
105562	5/11	HAUGAARD, ERIC	110-01-50101-265-000	05/11 REIMBURSE	130.00
105563	5/11	JULIANA, PATRICK	110-01-50101-265-000	01-05/11 REIMBURSE	440.00
105564	5/11	KENNEDY, ANTHONY	110-01-50101-265-000	05/11 REIMBURSE	130.00
105565	5/11	LAMACCHIA, ROCCO	110-01-50101-265-000	05/11 REIMBURSE	130.00
105566	5/11	MICHALSKI, JAN	110-01-50101-265-000	05/11 REIMBURSE	88.00
105567	5/11	OHNSTAD, TOD	110-01-50101-265-000	05/11 REIMBURSE	110.00
105568	5/11	ORTH, MICHAEL	110-01-50101-265-000	05/11 REIMBURSE	130.00
105569	5/11	PROZANSKI, DANIEL	110-01-50101-265-000	05/11 REIMBURSE	130.00
105570	5/11	RUFFALO, THEODORE	110-01-50101-265-000	05/11 REIMBURSE	130.00
105571	5/11	RUFFOLO, G JOHN	110-01-50101-265-000	05/11 REIMBURSE	130.00
105572	5/11	MENARDS (KENOSHA)	520-09-50401-249-000	4/11-TD MERCHANDISE	218.85
			110-05-55109-389-000	4/11-PA MERCHANDISE	67.10
			520-09-50401-249-000	4/11-TD MERCHANDISE	65.87
			501-09-50105-357-000	4/11-SW MERCHANDISE	60.47
			501-09-50105-357-000	4/11-SW MERCHANDISE	34.14
			110-05-55109-361-000	4/11-PA MERCHANDISE	20.47
			110-02-52103-365-000	4/11-PD MERCHANDISE	19.98
			110-05-55109-249-000	4/11-PA MERCHANDISE	19.92
			420-11-51102-583-000	4/11-MB REMODEL MERC	11.92
			110-03-53110-389-000	4/11-ST MERCHANDISE	2.99
				..... CHECK TOTAL	521.71

START DATE FOR SUMMARY: 5/01 END DATE FOR SUMMARY: 5/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105573	5/11	PAYNE & DOLAN	409-11-51004-589-000	EST 9-CHG ORDER #1	101,343.36
105574	5/11	UKE'S HARLEY-DAVIDSON/BUPELL	110-02-52103-344-000	4/11-PD#3096 MOTORCY	45.60
105575	5/11	HANSEN'S POOL & SPA INC	110-01-51801-382-000	5/10-MB SUPPLIES/FOU	192.95
			110-01-51801-382-000	6/10-MB SUPPLIES/FOU	31.96
				..... CHECK TOTAL	224.91
105576	5/11	MOTOROLA	414-11-51107-512-000	RADIO XTL2500	87,492.10
			414-11-51107-512-000	RADIO XTL2500	14,502.95
				..... CHECK TOTAL	101,995.05
105577	5/11	TIME WARNER CABLE	524-05-50101-219-000	05/11 CABLE SERV.	17.62
105578	5/11	PARCEL & BUSINESS SOLUTIONS	110-01-51306-312-000	3/11-UPS SERVICES	174.40
105579	5/11	WHOLESALE DIRECT INC	630-09-50101-393-000	3/11-SE PARTS/MATERI	389.65
			630-09-50101-393-000	4/11-SE PARTS/MATERI	219.44
				..... CHECK TOTAL	609.09
105580	5/11	MCDEVITT'S TOWING	110-02-52103-344-000	4/11-PD#2914 TOWING	22.50
105581	5/11	CLAWZ AND PAWZ ANIMAL RESC	110-04-54102-254-000	04/11 305 CAPT/DSPL	12,048.00
			110-04-54102-254-000	05/11 SERVICE FEE	3,500.00
				..... CHECK TOTAL	15,548.00
105582	5/11	LAKESHORE BID DISTRICT	110-00-21815-000-000	2011 ASSESSMENT	18,332.94
105583	5/11	RIMKUS, JASON	761-09-50101-111-000	05/01-15/11 SERVICE	1,840.80
			761-00-21514-000-000	05/01-15/11 SERVICE	26.69CR
			761-00-21511-000-000	05/01-15/11 SERVICE	77.31CR
			761-00-21599-000-000	05/01-15/11 SERVICE	92.04CR
			761-00-21512-000-000	05/01-15/11 SERVICE	102.40CR
			761-00-21513-000-000	05/01-15/11 SERVICE	216.00CR
				..... CHECK TOTAL	1,326.36
105584	5/11	PIRO, RALPH	761-09-50101-111-000	05/01-15/11 SERVICE	872.31
			761-00-21514-000-000	05/01-15/11 SERVICE	12.65CR
			761-00-21599-000-000	05/01-15/11 SERVICE	25.00CR
			761-00-21511-000-000	05/01-15/11 SERVICE	36.64CR
			761-00-21512-000-000	05/01-15/11 SERVICE	37.30CR
			761-00-21513-000-000	05/01-15/11 SERVICE	74.00CR
				..... CHECK TOTAL	686.72

START DATE FOR SUMMARY: 5/01 END DATE FOR SUMMARY: 5/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105585	5/11	BP EXPRESS KENOSHA LLC	110-00-44204-000-000	CLASS A LIQUOR LICEN	58.00
105586	5/11	CHAVEZ, AMANDA	110-00-44211-000-000	CLASS C WINE LICENSE	75.00
105587	5/11	LEAL, ELISA B	110-00-44708-000-000	TAXI DRIVER LICENSE	5.00
105588	5/11	PETERSON, JULIE	110-09-56405-166-000	4/24-5/07 PENALTY	244.50
105589	5/13	ABILITY GLASS & HOME IMP	110-05-55109-246-000	4/11-PA EMERGENCY RE	133.76
105590	5/13	BINDELLI BROTHERS, INC	110-09-56501-259-569	04/11 6309 12 AVE BO	132.12
105591	5/13	VIKING ELECTRIC SUPPLY	420-11-51102-583-000	4/11-MB REMODEL ELEC	299.64
			420-11-51102-583-000	4/11-MB REMODEL ELEC	34.51
			420-11-51102-583-000	4/11-MB REMODEL ELEC	22.69
				..... CHECK TOTAL	356.84
105592	5/13	GENERAL COMMUNICATIONS, INC.	520-09-50201-231-000	4/11-TD MISC. ITEMS	41.00
105593	5/13	COMSYS, INCORPORATED	110-01-51102-215-000	5/9-6/8/11 SERVICES	37,312.25
			501-09-50101-215-000	5/9-6/8/11 SERVICES	9,329.31
				..... CHECK TOTAL	46,641.56
105594	5/13	HWY C SERVICE	110-05-55109-344-000	4/11-PA #451 PARTS	23.05
			110-05-55109-344-000	4/11-PA#1355 PARTS	4.05
				..... CHECK TOTAL	27.10
105595	5/13	ICMA RETIREMENT TRUST	110-00-21572-000-000	5/1-15/11 CONTRIBS	51,471.37
			110-00-21599-000-000	5/1-15/11 CONTRIBS	3,020.00
				..... CHECK TOTAL	54,491.37
105596	5/13	CARDINAL HEALTH	206-02-52205-318-000	04/11 FD MEDICAL SUP	508.84
			206-02-52205-318-000	04/11 FD MEDICAL SUP	503.02
			206-02-52205-318-000	04/11 FD MEDICAL SUP	360.13
			206-02-52205-318-000	04/11 FD MEDICAL SUP	230.02
			206-02-52205-318-000	04/11 FD MEDICAL SUP	78.70
			206-02-52205-318-000	04/11 FD CREDIT	110.28CR
			206-02-52205-318-000	04/11 FD CREDIT	208.31CR
			206-02-52205-318-000	04/11 FD CREDIT	416.62CR
			206-02-52205-318-000	04/11 FD CREDIT	582.78CR
				..... CHECK TOTAL	362.72

START DATE FOR SUMMARY: 5/01 END DATE FOR SUMMARY: 5/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105607	5/13	MOSS & BARNETT	761-09-50101-219-000	11/10 LEGAL SERVICES	1,600.00
105608	5/13	WINGFOOT COMMERCIAL TIRE	520-09-50106-346-000	04/11 TIRE REPAIR SE	732.88
105609	5/13	SHOPKO DEPT. STORE	110-02-52203-382-000	4/11-FD#6 MERCHANDIS	13.47
105610	5/13	SIMPLEX GRINNELL	521-09-50101-246-000	SPRINKLER SYSTEM RPR	3,420.30
105611	5/13	LORENZ TOPSOIL	501-09-50105-353-000	4/11-SW TOPSOIL	33.00
105612	5/13	HERBERTS JEWELERS LTD.	110-01-51303-163-000	3/11-25 YR AWARDS	2,605.00
105613	5/13	WE ENERGIES	758-09-50106-259-850	03/15-04/13 UTILS	69.70
105614	5/13	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	05/13/11 H TOLBERT	198.73
105615	5/13	UNITED STATES TREASURY	110-00-21581-000-000	5/7/11 G GRANADO	100.00
105616	5/13	WIS FUEL & HEATING INC	630-09-50101-392-000	4/11-SE DIESEL FUEL	27,251.16
105617	5/13	CURTIS INDUSTRIES, INC	630-09-50101-393-000	04/11 SE FASTENERS-V	184.87
105618	5/13	DON'S AUTO PARTS	630-09-50101-393-000	04/11 SE #2501 PARTS	375.32
			630-09-50101-393-000	04/11 SE #2501 PARTS	57.03
				..... CHECK TOTAL	432.35
105619	5/13	KENOSHA WATER UTILITY	110-00-21913-000-000	04/11 TEMP PERMITS	24,434.64
			110-00-21914-000-000	04/11 BILL COLLECT	12,962.76
			110-00-21915-000-000	04/11 SPECL ASSESS	8,226.24
			110-00-46908-999-000	HYDRANT DAMAGE 5/09	391.00
				..... CHECK TOTAL	46,014.64
105620	5/13	A & R DOOR SERVICE	110-01-51802-246-000	04/11 MB DOOR REPAIR	600.00
105621	5/13	BATTERIES PLUS LLC	110-01-51801-389-000	04/11 MB BATTERIES &	179.99
			206-02-52205-385-000	04/11 FD BATTERIES &	101.20
				..... CHECK TOTAL	281.19
105622	5/13	DME ACCESS INC.	520-09-50202-246-000	03/11 TD METRA ELEVA	17.50

START DATE FOR SUMMARY: 5/01 END DATE FOR SUMMARY: 5/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105623	5/13	LOWE'S	521-09-50101-375-000	4/11-AR MERCHANDISE	39.97
			521-09-50101-382-000	4/11-AR MERCHANDISE	7.97
			521-09-50101-357-000	4/11-AR MERCHANDISE	7.09
				..... CHECK TOTAL	55.03
105624	5/13	CHASE BANK KENOSHA	110-00-21513-000-000	5/13/11 DEDUCTS	227,503.98
			110-00-21612-000-000	5/13/11 DEDUCTS	81,432.73
			110-00-21511-000-000	5/13/11 DEDUCTS	55,164.17
			110-00-21614-000-000	5/13/11 DEDUCTS	23,937.00
			110-00-21514-000-000	5/13/11 DEDUCTS	23,936.83
				..... CHECK TOTAL	411,974.71
105625	5/13	TDS METROCOM	110-01-51801-227-000	05/11 FIRE	225.37
			110-01-51801-225-000	05/11 FIRE	8.44
				..... CHECK TOTAL	233.81
105626	5/13	LINCOLN CONTRACTORS SUPPLY	501-09-50105-282-000	4/11-SW TOOLS/SUPPLI	83.93
			501-09-50105-361-000	4/11-SW TOOLS/SUPPLI	4.77
				..... CHECK TOTAL	88.70
105627	5/13	JOHNSON PAINTING	463-11-50601-589-000	2007 61ST REHAB	810.00
			463-11-50601-589-000	6558 5 AVE - REHAB	200.00
			254-06-50445-259-000	#5268182 REHAB	90.00
				..... CHECK TOTAL	1,100.00
105628	5/13	STATE FARM INSURANCE	110-09-56404-719-000	SCHMIDT DMG 11/28/10	179.82
105629	5/13	UNIVERSITY OF WIS-LAW SCHOOL	110-01-50301-322-000	4/11-LEGAL PUBLICATI	75.00
105630	5/13	HOLLAND SUPPLY, INC.	110-05-55109-235-000	4/11-PA HYDRAULIC FI	68.27
			501-09-50105-344-000	4/11-ST HYDRAULIC FI	53.30
			501-09-50104-344-000	4/11-ST HYDRAULIC FI	46.25
			110-05-55109-235-000	4/11-PA HYDRAULIC FI	15.95
			110-05-55109-344-000	4/11-PA HYDRAULIC FI	10.11
				..... CHECK TOTAL	193.88
105631	5/13	KENOSHA FIREFIGHTER C.A.R.E.	110-00-21564-000-000	5/13/11 SAL DEDUCTS	719.00
105632	5/13	SCHELBLE & HEMMER, S.C.	110-00-21581-000-000	05/13/11 B GARRETT	120.50

START DATE FOR SUMMARY: 5/01 END DATE FOR SUMMARY: 5/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105633	5/13	DOWNING, JESSE	110-01-50101-265-000	05/11 REIMBURSE	130.00
105634	5/13	ACCURATE PRINTING CO., INC.	110-02-52103-311-000	04/11 PD-#10 WDW EP	110.00
105635	5/13	CONCRETE SPECIALTIES CO.	501-09-50105-355-000	04/11 ST MERCHANDISE	347.50
105636	5/13	PARKSIDE TRUE VALUE HARDWARE	110-02-52203-353-000	4/11-FD SUPPLIES	54.95
			110-02-52203-382-000	4/11-FD SUPPLIES	34.93
			110-01-51306-312-000	4/11-CT SERVICES/SUP	9.60
				..... CHECK TOTAL	99.48
105637	5/13	JAMES IMAGING SYSTEMS, INC.	110-02-52101-232-000	05/11 PD-SERV AGRMT	197.79
			501-09-50101-232-000	01/11 PW-OVERAGES	84.16
			110-02-52601-232-000	05/11 DH-MAINT AGRMT	81.23
			501-09-50101-232-000	04/11 PW-OVERAGES	74.12
			110-01-51303-232-000	05/11 PE-SERV AGRMT	72.99
			110-01-51301-232-000	05/11 AD-SERV CNTR	72.99
			631-09-50101-232-000	05/11 PW-COPIER CHGS	66.57
			501-09-50101-232-000	05/11 PW-COPIER CHGS	66.57
			110-03-53101-232-000	05/11 PW-COPIER CHGS	66.56
			631-09-50101-232-000	01/11 PW-OVERAGES	42.08
			110-03-53101-232-000	01/11 PW-OVERAGES	42.08
			521-09-50101-232-000	05/11 AR-SERV AGRMT	41.20
			520-09-50301-232-000	05/11 TD-SERV AGRMT	37.79
			631-09-50101-232-000	04/11 PW-OVERAGES	37.07
			110-03-53101-232-000	04/11 PW-OVERAGES	37.07
			110-01-52001-232-000	5-5/11 MC-COPIER MMT	36.50
			110-01-50301-232-000	05/11 LE-COPIER MNT	36.50
			501-09-50101-232-000	02/11 PW-OVERAGES	25.11
			501-09-50101-232-000	03/11 PW-OVERAGES	23.52
			110-03-53103-232-000	05/11 ST-COPIER SRVC	14.72
			501-09-50105-232-000	05/11 ST-COPIER SRVC	14.71
			631-09-50101-232-000	02/11 PW-OVERAGES	12.56
			110-03-53101-232-000	02/11 PW-OVERAGES	12.56
			631-09-50101-232-000	03/11 PW-OVERAGES	11.77
			110-03-53101-232-000	03/11 PW-OVERAGES	11.77
			110-01-50901-232-000	04/11 AS-OVERAGE CHG	3.24
				..... CHECK TOTAL	1,223.23
105638	5/13	HOERNEL LOCK & KEY, INC.	524-05-50101-246-000	4/11-GO LOCKS & KEYS	60.00

START DATE FOR SUMMARY: 5/01 END DATE FOR SUMMARY: 5/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105639	5/13	LIBERTY TIRE RECYCLING SVCS	205-03-53118-219-000	4/11-TIRE RECYCLING	1,904.48
105640	5/13	HUMANA CLAIMS	611-09-50101-155-527	05/09/11 MED CLAIMS	174,912.44
			611-09-50101-155-527	05/11/11 MED CLAIMS	97,916.16
			611-09-50101-155-527	05/09/11 PHARMACY	23,849.87
			611-09-50101-155-527	05/06/11 PHARMACY	12,626.83
			611-09-50101-155-527	05/10/11 MED CLAIMS	3,464.48
			611-09-50101-155-527	05/11/11 PHARMACY	3,132.15
			611-09-50101-155-527	05/10/11 PHARMACY	2,093.17
			611-09-50101-155-527	05/06/11 MED CLAIMS	1,561.88
				..... CHECK TOTAL	319,556.98
105641	5/13	PAGEL HYDRAULIC SERVICE	632-09-50101-235-000	4/11-SE SERVICES/PAR	380.00
105642	5/13	PAUL CONWAY SHIELDS	110-02-52206-367-000	04/11 TURNOUT GEAR	786.00
105643	5/13	TOWN & COUNTRY GLASS	420-11-51102-583-000	ALUMINUM DOOR	2,088.00
105644	5/13	JAM FITNESS	611-09-50101-155-504	4/19,4/26,5/17 SERV	300.00
105645	5/13	NEUENSCHWANDER, LUCY	611-09-50101-155-504	TRY IT ONCE 5/10/11	60.00
105646	5/13	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	05/13/11 L SAYLOR	33.71
105647	5/13	MALLERY & ZIMMERMAN, SC	110-00-21581-000-000	05/13/11 CHRISTERSON	133.78
105648	5/13	HENRY SCHEIN	611-09-50101-155-504	NURSE PRAC SUPPLIES	158.46
105649	5/13	CRIVELLO-CARLSON	110-09-56402-219-000	CRABTREE 07/19/10	3,141.30
105650	5/13	WASTE MGMT OF MILWAUKEE	110-03-53117-253-418	04/11 COMPACTOR RENT	633.71
105651	5/13	KENOSHA STARTER & ALTERNATOR	630-09-50101-393-000	4/11-SE#291ALT PARTS	69.13
			630-09-50101-393-000	4/11-SE#171STA PARTS	68.47
				..... CHECK TOTAL	137.60
105652	5/13	BOSTROM, STEVE	110-01-50101-265-000	05/11 REIMBURSE	130.00
105653	5/13	ACME OFFICE EQUIPMENT	110-01-51102-232-000	04/11 DP PRINTER REP	95.00

START DATE FOR SUMMARY: 5/01 END DATE FOR SUMMARY: 5/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105654	5/13	GRANICUS INC	411-11-51102-539-000	GOVT TRANSPARENCY	5,357.50
			110-01-51102-219-000	GOVT TRANSPARENCY	4,200.00
			110-01-51102-219-000	OPEN PLATFORM	2,880.00
				..... CHECK TOTAL	12,437.50
105655	5/13	NYS CHILD SUPPORT PROC CNTR	110-00-21581-000-000	05/13/11 J BERRIER	83.00
105656	5/13	PELION BENEFITS, INC.	110-00-21517-000-000	5/1-15/11 DEDUCTS	1,464.89
105657	5/13	ELM INVESTMENTS, LLC	448-00-21109-000-000	12/14-2/28 SERVICES	951.50
105658	5/13	CREATIVE DESIGNS	405-11-50817-589-000	47" X 82 1/2" SIGNS	7,935.00
			405-11-51017-589-000	47" X 82 1/2" SIGNS	3,210.00
			405-11-50817-219-000	47" X 82 1/2" SIGNS	2,025.00
				..... CHECK TOTAL	13,170.00
105659	5/13	MARSHALL & SWIFT	110-01-50901-316-000	COMM. ESTIMATOR 7	1,626.15
105660	5/13	CHAPTER 13 TRUSTEE	110-00-21581-000-000	05/13/11 B MIFFLIN	419.00
			110-00-21581-000-000	05/13/11 H DARBY	283.00
				..... CHECK TOTAL	702.00
105661	5/13	MENARDS (KENOSHA)	524-05-50101-389-000	4/11-GO MERCHANDISE	116.71
			501-09-50105-344-000	4/11-SW MERCHANDISE	95.24
			110-05-55109-244-000	4/11-PA MERCHANDISE	84.69
			110-03-53103-235-000	4/11-ST MERCHANDISE	56.39
			420-11-51102-583-000	4/11-MB REMODEL MERC	46.55
			110-05-55102-249-000	4/11-PA MERCHANDISE	43.89
			110-05-55109-389-000	4/11-PA MERCHANDISE	41.22
			110-03-53103-389-000	4/11-ST MERCHANDISE	40.50
			501-09-50105-353-000	4/11-SW MERCHANDISE	39.99
			110-02-52203-382-000	4/11-FD#7 MERCHANDIS	35.50
			632-09-50101-389-000	4/11-SE MERCHANDISE	29.14
			521-09-50101-357-000	4/11-AR MERCHANDISE	28.49
			521-09-50101-357-000	4/11-AR MERCHANDISE	27.91
			420-11-51102-583-000	4/11-MB REMODEL MERC	25.36
			206-02-52205-344-000	4/11-FD#4 MERCHANDIS	14.64
			110-02-52203-344-000	4/11-FD#4 MERCHANDIS	14.64
	..... CHECK TOTAL	740.86			

START DATE FOR SUMMARY: 5/01 END DATE FOR SUMMARY: 5/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105662	5/13	BELLE CITY FIRE EXTINGUISHER	110-02-52203-389-000	04/11 FD #2 EXTINGUI	94.40
105663	5/13	CENTRAL HIGH SCHOOL	110-00-21812-000-000	2010 TAX RL STLMNT	72,344.26
105664	5/13	BRISTOL SCHOOL DISTRICT #1	110-00-21811-000-000	2010 TAX RL STLMNT	108,055.02
105665	5/13	WIS SCTF	110-00-21581-000-000	05/13/11 SAL DEDUCT	7,577.10
			110-00-21581-000-000	05/13/11 HRLY DEDCT	1,266.94
				..... CHECK TOTAL	8,844.04
105666	5/13	WIS SCTF	110-00-21581-000-000	05/13/11 SAL R & D	715.00
105667	5/13	WIS SCTF	110-00-21581-000-000	05/13/11 HRLY R & D	257.49
105668	5/13	ALL KOOL RADIATOR REPAIR	630-09-50101-393-000	04/11 SE #2592 RADIA	1,285.00
105669	5/13	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	05/13/11 M RIVERA	278.00
			110-00-21581-000-000	05/13/11 J PETRILLO	139.82
				..... CHECK TOTAL	417.82
105670	5/13	THE HIGHLAND GROUP OF WI	409-11-50804-581-000	R.E. ACQ. SERVICES	7,181.10
105671	5/13	GATEWAY TECH COLLEGE	110-00-21803-000-000	2010 TAX RL STLMNT	1,171,232.34
105672	5/13	PARIS JT. 1 SCHOOL DISTRICT	110-00-21813-000-000	2010 TAX RL STLMNT	10,919.60
105673	5/13	BOUND TREE MEDICAL, LLC	206-02-52205-318-000	04/11 FD MEDICAL SUP	24.78
105674	5/13	PROCESSWORKS INC.	110-00-21578-000-000	5/10/11 CHECK REG	3,083.55
105675	5/13	PROCESSWORKS, INC.	110-09-56310-219-000	4/11 ADMIN CHARGES	594.92
105676	5/13	MILWAUKEE TRUCK SALES INC	630-09-50101-393-000	4/11-SE#2386 PARTS	170.40
105677	5/13	IAFF/NATIONWIDE	110-00-21574-000-000	5/1-15/11 CONTRIBS	20,005.66
105678	5/13	BRUCE MUNICIPAL EQUIPMENT	630-09-50101-393-000	RODDER PUMP-FLT 2335	8,900.00
			630-09-50101-393-000	03/11 SE #2335 PARTS	267.10
				..... CHECK TOTAL	9,167.10

START DATE FOR SUMMARY: 5/01 END DATE FOR SUMMARY: 5/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105679	5/13	JOHNSON CONTROLS, INC.	401-11-50902-589-000	#5-ST LIGHT RETROFIT	119,342.00
			401-11-51002-589-000	#5-ST LIGHT RETROFIT	30,658.00
				..... CHECK TOTAL	150,000.00
105680	5/13	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	5/1-15/11 CONTRIBS	9,862.23
105681	5/13	ILLINOIS GFOA	110-01-51101-323-000	WFGOA - 2010	25.00
105682	5/13	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000	3/15/10 B MILLER	88.40
105683	5/13	INTRACORP	110-09-56405-161-000	12/4/10 J PETERSON	831.88
105684	5/13	ALLIANT PHYSICAL THERAPY GRP	110-09-56405-161-000	12/4/10 J PETERSON	491.74
			110-09-56405-161-000	12/4/10 J PETERSON	356.84
				..... CHECK TOTAL	848.58
105685	5/13	MCGEE, RUTH	611-09-50101-155-504	TRY IT ONCE 5/3/11	35.00
105686	5/13	KOHN LAW FIRM S.C.	110-00-21581-000-000	05/13/11 D LARSON	152.17
105687	5/13	BLANK, MEGAN M	110-00-44709-000-000	BARTENDER LICENSE	50.00
105688	5/13	CORELOGIC COMMERCIAL REAL	110-00-21106-000-000	2010 TAXES-8 PARCELS	33,037.96
105689	5/13	MCNALLY, MALONEY & PETERSON	110-09-56404-719-000	CRABTREE DOL 7/19/10	73,875.00
105690	5/13	MCDERMOTT, KYLE	206-00-13107-000-000	4/17/08 TRANSPORT	2.70
105691	5/13	OLSEN, LOUIE JR	206-00-13107-000-000	10/12/10 TRANSPORT	72.06
105692	5/13	MAKI, MICHAEL	286-06-50101-259-000	#5270236-CONFERENCE	2,410.73
GRAND TOTAL FOR PERIOD *****					4,434,187.73

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
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

**THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation**

BY: _____
KEITH G. BOSMAN, Mayor
Date: _____

BY: _____
MICHAEL K. HIGGINS,
City Clerk/Treasurer/Assessor

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2011, **KEITH G. BOSMAN, Mayor, and MICHAEL K. HIGGINS, City Clerk/Treasurer/Assessor** for the **CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation, to me known to be such persons who executed the foregoing instrument, and to me known to be such Mayor and City Clerk/Treasurer/Assessor of said municipal corporation and acknowledged that they executed the foregoing instrument as such officers as the agreement of said corporation, by its authority.

Notary Public, Kenosha County, WI.
My Commission expires/is: _____



STATE OF WISCONSIN
DEPARTMENT OF JUSTICE

J.B. VAN HOLLEN
ATTORNEY GENERAL

Kevin M. St. John
Deputy Attorney General

Steven P. Means
Executive Assistant

Jill J. Karofsky, Executive Director
Office of Crime Victim Services
17 West Main Street
P.O. Box 7951
Madison, WI 53707-7951

(608) 264-9497
(608) 267-1938 FAX
(800) 947-3529 TTY

RECEIVED
MAY 23 2011

May 20, 2011

City of Kenosha Common Council
c/o City Attorney's Office
Room 201
625 52nd Street
Kenosha, WI 53140

Dear Alderpersons:

I am writing to you as the Manager of the Crime Victim Compensation Program at the Wisconsin Department of Justice. The Crime Victim Compensation Program is available to pay for expenses for crime victims who were injured as a result of a crime. Eligibility requirements are set forth in Wis. Stats. Chapter 949.

Daniel Kantak applied for Crime Victim Compensation for treatment of injuries sustained on 2/21/10 due to a criminal traffic incident. The individual responsible for the crime, Timothy S. Doss, was charged and convicted of the crime of Hit and Run Involving Injury, according to the Wisconsin Circuit Court Access records, State of Wisconsin vs. Timothy S. Doss, 2010CF191.

One of the bills that Mr. Kantak submitted for payment by this program is a bill from EMS Medical Billing Associates, billing the victim for the Kenosha Fire Department's response to the scene of the crime. The bill is in the amount of \$500.00 and is described as "HAZMAT". Neither the victim nor the offender in this matter has auto insurance to cover the cost of the clean-up costs. Mr. Doss entered a no-contest plea, and was found guilty of this crime on July 8, 2010. Restitution in the amount of over \$8,000.00 has been ordered.

The bill in question has been turned over to a Collection agency. I am asking that the Common Council write off this bill. Mr. Kantak is a victim of a crime who has been billed for expenses that are the result of a crime caused by an individual, who has been convicted. Although the Crime Victim Compensation Program is available to cover eligible expenses that are the result of the crime, generally these expenses are directly related to treatment of the resulting injuries that the crime victim sustains.

Please consider writing off the \$500.00 charge that Mr. Kantak has been billed. I can be reached at 608-264-9484 should you need to contact me. I would appreciate it if you could inform me of your

decision. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Kathleen Zupan", with a long horizontal flourish extending to the right.

Kathleen Zupan, Director
Crime Victim Compensation Program

Copy: Mr. Daniel Katak

TO: Chairman and members of the Finance Committee and Common Council

FROM: Bill Richardson, Assistant City Attorney

DATE: May 26, 2011

SUBJ: Jodie Gaal n/k/a Jodie Elsen v. City of Kenosha, et al.

Confidential: Attorney/Client Privilege

On October 21, 2007 Ms. Elsen and her son were riding their bikes north on the paved walkway/bicycle trail that runs through Kennedy Park. At the intersection of Kennedy Drive and 7th Avenue, they intended to cross 7th Avenue and proceed west on 35th Street. Another bicyclist was ahead of Ms. Elsen's son with Ms. Elsen in the rear. There was no traffic on 7th Avenue and she expected the bicyclist in front to proceed. The first bicyclist came to a full stop, however, forcing the second bicyclist (her son) to also stop. Ms. Elsen attempted to make a quick right turn on the 7th Avenue sidewalk, trying to squeeze in on the eastern edge of the sidewalk. Due to recent replacement of the sidewalk there was a gap between the sidewalk and the grass. One or both of Ms. Elsen's wheels dropped into the gap causing her to fall onto a small pile of broken concrete that was stacked next to the sidewalk.

Ms. Elsen suffered multiple injuries with the worst being a badly fractured left hand which required surgical repair and a period of physical therapy. The hand fracture left her unable to work for almost one month. Ms. Elsen filed a formal claim against the City in the amount of \$50,000.00 for damages including but not limited to medical expenses, pain and suffering, wage loss and property damage.

Proposed resolution of this case would have Ms. Elsen accept a total of \$75,000.00 from West Bend, Cincinnati and AMCO (insurers for the subcontractors that did the sidewalk work) in full settlement of her claim. All claims against the City would be dropped. In addition, West Bend would pay the City \$4,500.00 in settlement of the City's cross-claim against West Bend for the cost of the City's defense. Those defense costs currently total \$9,095.00.

Attorney Robert DuMez is recommending that the City approve the settlement with Ms. Elsen and accept the \$4,500.00 from West Bend. Settlement now would mean the entire case is over without the City having to pay Ms. Elsen anything and recouping a portion of its defense costs. If this offer is rejected, the settlement could fall through and, likely, Ms. Elsen would work out a different settlement with the other defendants, requiring the City to continue litigation with West Bend.



Engineering Division
Michael M. Lemens, P.E.
Director/City Engineer
Fleet Maintenance
Mauro Lenci
Superintendent
Parks Division
Jeff Warnock
Superintendent

Street Division
John H. Prijic
Superintendent
Waste Division
Rocky Bednar
Superintendent

DEPARTMENT OF PUBLIC WORKS

Ronald L. Bursek, P.E., Director

Municipal Building · 625 52nd ST · RM 305 · Kenosha, WI 53140
Telephone (262) 653-4050 · Fax (262) 653-4056

May 25, 2011

To: G. John Ruffolo, Chairman
Public Works Committee

Anthony Nudo, Chairman
SWU Committee

David Bogdala, Chairman
Finance Committee

From: Ronald L. Bursek, P.E.
Director of Public Works and SWU

Subject: ***SUPPLEMENTAL AND UPDATE***
Proposed GIS Work Management System and GPS Vehicle Tracking Solution:
Freeance Mobile Software for Smartphones

BACKGROUND/ANALYSIS

Subsequent to the City's commencement of discussions with the Freeance people several months ago, a price increase was implemented. The amount of the upfront cost went up \$20,000. As directed by the Public Works Committee, Director Bursek met with the Freeance representative, and not only negotiated the acquisition price back to the original proposal (a reduction of \$20,000), but also a 10% reduction in the price of the annual maintenance and technical support costs. The price of the hardware and software and annual maintenance fee for the ESRI GIS component stayed the same.

The acquisition costs for hardware and software is a capital expense, and as noted previously the final costs will be well below the amount allocated in the CIP. In addition to the Freeance and ESRI products, the Public Works Committee directed staff to look at computer equipment upgrades for the Engineering Division to provide for full functionality with the new system. The operating expenses are not budgeted, and will require review and approval of the Finance Committee. For the 2011 operating costs, staff is recommending that a portion of the FEMA reimbursement for the February 2, 2011 snow emergency up to \$7,500 be used for the Freeance solution. The subsequent years operating expenses will have to be budgeted in future years for phones, tech support, and maintenance.

RECOMMENDATION

Staff recommends that the proposal with Freeance and ESRI be approved and that the Director of Public Works be authorized to execute the End User License Agreements on behalf of the City. In addition staff recommends that they be authorized to include computer system upgrades in the amount not to exceed \$12,000, with the funds to come from CIP Line Item OT-10-005

FREANCE MOBILE SOFTWARE END USER LICENSE AGREEMENT

This End User License Agreement (the "EULA" or is made and entered into effective as of the date set forth below by and between TDC GROUP, INC. ("TDC"), a corporation duly organized and existing under the laws of the State of Ohio, USA and the City of Kenosha, WI 625 52nd Street Kenosha, WI 53140. ("LICENSEE").

WHEREAS, TDC is willing to enter into this Agreement with LICENSEE and grant to LICENSEE a limited license to use TDC's Freeance Mobile Software and Related Materials on the terms, covenants and conditions set forth in this Agreement and LICENSEE is willing to enter into this Agreement and accept such grant of license.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS. In addition to the terms defined elsewhere in this EULA, the following terms, when used in this EULA, shall have the following meanings:

1.1 "**Authorized Site**" means a physical facility owned or controlled by LICENSEE in which LICENSEE is permitted TDC to install and operate the Freeance Mobile Server Software.

1.2. "**Device Operating System**" means one of the operating systems running on the Mobile Device identified in TDC's current approved list of mobile device operating systems as of the Effective Date of this EULA.

1.3. "**Effective Date**" means the date that this EULA was entered into by and between TDC and LICENSEE.

1.4. "**Freeance Mobile Device Software**" means that portion of the Freeance Mobile Software that is licensed for use on a handheld Mobile Device.

1.5. "**Freeance Mobile Server Software**" all or any portion of the Freeance Mobile Software as defined by TDC and in a form provided by TDC to LICENSEE by TDC or from TDC's website. Freeance Mobile Server Software may include such (i) updates, improvements, error corrections, enhancements, supplements, new releases or other changes as may be provided pursuant to a separate written TDC Maintenance Agreement signed by the parties

1.6. "**Freeance Mobile Server**" means a computer system having a minimum hardware configuration as defined by TDC in TDC's current minimum hardware configuration specifications as of the Effective Date of this EULA and that is running the Server Operating Systems.

1.7. "**Freeance Mobile Software**" means the actual copy of all or any portion of the Freeance Mobile Device Software and the Freeance Mobile Server Software, collectively, as defined by TDC and in a form as provided by TDC to LICENSEE by TDC from TDC's website. Freeance Mobile Software may include any updates or modified copies subsequently supplied to LICENSEE by TDC

1.8 "**Freeance Software**" means the actual copy of all or any portion of the code of Freeance Software, including Freeance Mobile, Freeance Web, Freeance Direct and Freeance AVL Software provided to

LICENSEE by TDC. Freeance Software may include any updates and/or modified copies subsequently supplied to LICENSEE by TDC pursuant to a separate written TDC Maintenance Agreement.

1.9. **"License Manager Software"** means the license management software program, which controls the distribution of the authorized licensed number of Freeance Mobile Server Software copies permitted to be used on one or more servers.

1.10. **"Mobile Device"** means TDC's current approved list of mobile devices as of the Effective Date of this EULA.

1.11 **"Production Use"** means to exploit the Freeance Mobile Software in any operational, management or organizational manner other than to build and test applications prior to deployment of the software to any end user.

1.12. **"Related Materials"** means all of the materials, user manual and related documentation, training documentation and other materials as provided by TDC to LICENSEE and relating to the Freeance Mobile Software.

1.13 **"Server"** means any combination of hardware or software designed to provide applications that access a remote set of related software functionality ("services") on another computer system ("server") by way of a network. When used alone, the term refers to a computer which may be running a server operating system or to any software or dedicated hardware capable of providing services.

1.14. **"Server Operating System"** means one of the supported operating systems for running the Freeance Mobile Server identified in TDC's current approved list of server operating systems as of the Effective Date of this EULA.

1.15. **"TDC Confidential Information"** means:

1.15.1. non-public information that TDC designates to LICENSEE (either orally or in writing) as being confidential to TDC; and

1.15 .2. non-public information that TDC designates to LICENSEE (either orally or in writing) that, under the circumstances surrounding the disclosure, ought to be treated as confidential by LICENSEE; and

1.15 .3. all trade secrets, information in tangible or intangible form, whether in oral or written form, relating to and/or including released or unreleased TDC software or hardware products (including the Freeance Mobile Software), specifications, development plans and results, research activities and results, improvements, functionality, defects, errors, techniques, inventions, whether patentable or not, code, schematics, documentation, algorithms, formulas, data structures, scripts, protocols, application programming interfaces, hardware and other technical information, product pricing, product costs, market and technology intelligence data, business opportunities and financial information, strategies, timetables, forecasts, TDC's business policies or practices, or processes and procedures, ideas, know how expertise of employees or consultants, the negotiated terms of our agreements, and information received from others that TDC is obligated to treat as confidential; and

1.15.4. the source code and the object code for the Freeance Mobile Software and Related Materials.

1.16 **"TDC Maintenance Agreement"** means a paid plan whereby TDC supplies upgrades and/or modified copies of the Freeance Software to LICENSEE for a specified, agreed upon period of time.

1.17 **"Third Party"** means any person, organization or business other than TDC and LICENSEE.

2. DELIVERY

2.1. Within thirty (30) days of entering into this EULA, TDC will deliver the Freeance Mobile Software and Related Materials to LICENSEE via the Internet. Once LICENSEE receives the Freeance Mobile Software and Related Materials delivery is complete and TDC shall have no further delivery obligation.

2.2. Freeance Mobile Server Software shall be shipped to LICENSEE with the License Manager Software to authorize and authenticate each server on which Freeance Mobile Server Software is installed.

3. **GRANT OF LICENSE.** TDC grants LICENSEE the following limited rights provided that LICENSEE comply with all terms and conditions of this EULA:

3.1. LICENSE

3.1.1 LICENSEE is granted a perpetual, non-exclusive right (without the right to sublicense) to install and internally use the Freeance Mobile Server Software, as provided by TDC, on a Freeance Mobile Server running the Mobile Server Operating System solely at LICENSEE's Authorized Site(s), subject to the terms and conditions contained herein.

The Freeance Mobile Server Software may be used only in conjunction with Freeance Mobile Device Software.

3.1.2. LICENSEE is granted a non-exclusive, non-transferable, limited right (without the right to sublicense) to install and internally use the Freeance Mobile Device Software solely on a Mobile Device running the Device Operating System solely at LICENSEE's Authorized Site(s).

3.1.3. LICENSEE is granted a non-exclusive right (without the right to sublicense) to internally use the Related Materials.

3.2. LICENSEE shall have no right or license to market, sell, transfer, distribute, disclose or otherwise dispose of the Freeance Mobile Software or Related Materials in either object code or source code form. LICENSEE may not: (i) remove any proprietary notices from the Freeance Mobile Software or Related Materials or any copy thereof; or (ii) cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling or disassembling or hacking of the software, except as permitted by law that supersedes this limitation; or (iii) sell, assign, rent, lease, act as a service bureau, or grant rights in the software including, without limitation, through sublicense, to any other entity without prior written consent of TDC; or (iv) export or re-export the software in violation of United States export laws.

- 3.3. The rights and licenses granted herein to LICENSEE are personal in nature and are neither transferable nor assignable without the prior written consent of TDC.
- 3.4. LICENSEE shall not modify the Freeance Mobile Software code or Related Materials.
- 3.5. LICENSEE may install the Freeance Mobile Server Software on one (1) server owned by and located on LICENSEE's site(s). LICENSEE may install the Freeance Mobile Server Software on a second server for the sole purpose of modeling and testing applications built in the Freeance Mobile Software. The Freeance Mobile Server installed on such second server shall not be deployed for Production Uses. Any such copies, altered or modified copies and derivative works shall be subject to the terms and conditions of this EULA and shall provide the following copyright attribution notice acknowledging TDC's proprietary rights in the Freeance Mobile Software and Related Materials. "These materials are confidential and proprietary to TDC Group, Inc. and are used herein by permission. Copyright © 2001-2009 TDC Group, Inc. All Rights Reserved." LICENSEE shall not remove or obscure any TDC copyright or trademark notices.
- 3.6. LICENSEE shall not make any attempt to circumvent the technological measure(s) (such as the License Manager Software) that controls access to or use of any portion of the Freeance Mobile Software and Related Materials.
- 3.7. Nothing in this EULA shall be construed as granting by implication, estoppel or otherwise, any license, warranties (implied in fact or law) or rights other than those expressly granted herein, or creating any obligations other than those expressly created hereunder.
- 3.8. Nothing in this EULA shall be construed as any obligation on the part of TDC to take any legal action against any party with respect to the unlawful and unlicensed use of the Freeance Mobile Software, or any part thereof, or of the Related Materials.
- 3.9. Nothing in this EULA shall be construed as conferring upon any customer of LICENSEE or any other person not a party to this EULA any rights and remedies hereunder.
- 3.10. **WITHOUT LIMITING THE FOREGOING, ANY AND ALL COPYING, MODIFICATION, CREATING DERIVATIVES, REDISTRIBUTING OR REPRODUCTION OF SOFTWARE IS EXPRESSLY PROHIBITED, UNLESS SUCH REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY CONSENTED TO IN WRITING BY TDC. LICENSEE AGREES NOT TO MODIFY, ADAPT, TRANSLATE, PUBLISH, MAKE DERIVATIVE WORKS, REVERSE ENGINEER, DECOMPILE, DISASSEMBLE OR OTHERWISE ATTEMPT TO DISCOVER THE SOURCE CODE OF THE FREEANCE MOBILE SOFTWARE.**

4. PAYMENT

- 4.1. LICENSEE shall pay to TDC a non-refundable licensee fee set forth in Schedule A, attached hereto and incorporated herein by reference for the perpetual use of the Freeance Mobile Software and Related Materials described in Schedule A. Except as set forth in Schedule A, such License Fee does not include fees relating to updates and/or upgrades to the Freeance Mobile Software nor to any additional software license fees relating to other software applications developed and licensed by TDC to LICENSEE, including but not limited to, additional copies or server licenses of the Freeance Mobile Software and Related Materials. In

the event LICENSEE fails to pay the fees set forth in Attachment A, TDC shall have the right to immediately terminate this Agreement.

- 4.2. LICENSEE shall pay all fees or charges in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. Payments may be made annually, monthly, or quarterly, consistent with the manner of payment as mutually agreed upon in writing by the parties hereto. All payment obligations are non-cancelable and all amounts paid are nonrefundable. LICENSEE is responsible for paying for all license fees for all copies of the Freeance Mobile Server Software and Freeance Mobile Device Software ordered for the term of this EULA, whether or not such Freeance Software licenses are actively used.

5. OWNERSHIP

- 5.1. LICENSEE agrees and acknowledges that the Freeance Mobile Software and Related Materials are owned by TDC. The Freeance Mobile Software and Related Materials may contain structure, data, formulas, organization and codes, which are the valuable trade secrets of TDC. The Freeance Mobile Software and Related Materials are also protected by Copyright and/or trade secret laws and international treaty provisions. TDC reserves all rights not expressly granted to LICENSEE in this EULA. The Freeance Mobile Software and Related Materials are licensed, not sold.
- 5.2. LICENSEE shall not take any action to jeopardize, limit or interfere with TDC's ownership of and rights with respect to the Freeance Mobile Software or Related Materials. LICENSEE acknowledges that any unauthorized copying, disclosure or unauthorized use of the Freeance Mobile Software or Related Materials is a violation of this EULA and copyright, trade secret, and/or trademark laws and will cause irreparable harm to TDC for which TDC is entitled to immediate remedy. LICENSEE shall retain all TDC copyright notices and other TDC proprietary legends on all copies of the Freeance Mobile Software or Related Materials received from TDC or made by LICENSEE, including any full or partial copies included in any backup copies created by LICENSEE.

6. LIMITED TECHNICAL ASSISTANCE, MAINTENANCE AND SUPPORT

- 6.1. During the first ninety (90) days from the Effective Date, TDC agrees, at its option, that it may provide reasonable product support services related to the Freeance Software to LICENSEE in the form of telephone, e-mail or web-based remote assistance. Use of any such support services is governed by the TDC policies and programs described in the user manual, in online documentation, on TDC's support web page, or in other TDC-provided materials. Except as specifically provided herein, this EULA does not obligate TDC to provide any support services or to support any software provided as part of those services.
- 6.2. LICENSEE shall assume all responsibility for its use of the Freeance Mobile Software and Related Materials and shall be solely responsible for maintaining the Freeance Mobile Software and Related Materials.
- 6.3. TDC shall have no obligation to assist LICENSEE in its use of the Freeance Mobile Software, except as provided in Paragraph 6.1 above.

- 6.4. TDC shall not be obligated to provide any updates, improvements, error corrections, enhancements, supplements, new releases or other changes made by TDC to the Freeance Mobile Software or Related Materials upon expiration of the ninety (90) day period commencing on the Effective Date under this EULA. Any updates, improvements, error corrections, enhancements, supplements, new releases or other changes shall only be provided under the terms of a separate written TDC Maintenance Agreement signed by the parties.
- 6.5. If LICENSEE enters into a separate maintenance agreement with TDC, and TDC provides updates, improvements, error corrections, enhancements, supplements, new releases or otherwise supports LICENSEE or maintains the Freeance Mobile Software or Related Materials for LICENSEE, then this EULA shall apply to such updates, improvements, error corrections, enhancements, supplements, new releases or support that TDC may provide to LICENSEE under the terms of the maintenance agreement. TDC reserves the right to discontinue providing any updates at any time and without notice. In order to upgrade and have the limited right to use any updates of the Freeance Mobile Software or Related Materials, LICENSEE shall first be licensed for the software identified by TDC as eligible for the upgrades and pay TDC's then-current fee.

7. CONFIDENTIALITY

- 7.1. LICENSEE shall treat all TDC Confidential Information and any other information and data, including the Freeance Mobile Software and Related Materials, which are furnished or disclosed to LICENSEE by TDC under or in accordance with this EULA, as confidential. LICENSEE shall not use any such information and data, including the Freeance Mobile Software and Related Materials, except for the purposes expressly authorized under this EULA, and shall take all reasonable precautions to prevent its disclosure to third parties. LICENSEE will not use TDC's Confidential Information, except as authorized herein, without TDC's prior written consent.
- 7.2. LICENSEE agrees that TDC shall have exclusive ownership of any copyrights, patents, trade secrets, know-how or other intellectual property rights associated with the TDC Confidential Information and the Freeance Mobile Software and Related Materials. LICENSEE agrees to promptly notify TDC in writing of any known misuse, misappropriation or unauthorized disclosure of TDC Confidential Information.
- 7.3. As the sole exception to LICENSEE'S obligation of nondisclosure as provided in Paragraph 7.1 above, LICENSEE shall have no obligation with respect to any information that is:
- 7.3.1. already known to LICENSEE; or
 - 7.3.2. is or becomes publicly known, through no wrongful act of LICENSEE; or
 - 7.3.3. is approved for release by written authorization of TDC.
- 7.4. The provisions of this Article 7 shall survive the term and any termination of this EULA. This provision shall supplement, not supersede, any applicable state law regarding trade secrets.

8. NO RENTAL / COMMERCIAL HOSTING. LICENSEE may not rent, lease, lend or provide or offer third party commercial hosting services with the Freeance Mobile Software or Related Materials

9. EXPORT RESTRICTIONS. LICENSEE acknowledges that the Freeance Mobile Software and Related Materials are subject to U.S. export jurisdiction. LICENSEE agrees to comply with all applicable international and national laws that apply to the Freeance Mobile Software and Related Materials, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by the U.S. and other governments.

10. TRANSFER. LICENSEE may transfer the Freeance Mobile Software internally to a different Server. After the transfer, LICENSEE must completely remove the Freeance Mobile Software from the former Server. **LICENSEE may not transfer the Freeance Mobile Server Software to any other end user or to any Server not located at LICENSEE's Authorized Site(s) or to any Third Party without the express written consent of TDC.**

11. TERM / TERMINATION

11.1. The term of this EULA shall commence on the Effective Date and shall continue for a period of time consistent with the grant of license as set forth in Section 3.1.

11.2. LICENSEE may terminate this EULA at any time provided LICENSEE immediately ceases access and use of the Freeance Mobile Software and Related Materials and destroys the Freeance Mobile Software or removes it from all hard drives, networks, and other storage media all copies of the Freeance Mobile on any hard drives or otherwise in LICENSEE's possession. TDC may terminate this EULA at any time or elect not to renew this EULA, without cause, by providing notice to LICENSEE and preventing LICENSEE's access to the Freeance Mobile Software or Related Materials.

11.3. Upon termination of this EULA for any reason: (i) all licenses and rights to use the Freeance Mobile Software and Related Materials shall immediately terminate and LICENSEE shall immediately cease using the Freeance Mobile Software and Related Materials; and (ii) LICENSEE must remove the Freeance Mobile Software from LICENSEE's computer equipment and Freeance Mobile Server and dispose of all originals and copies of the Freeance Mobile Software and Related Materials in LICENSEE's possession; and (iii) Articles 5-9 and 13-15 shall survive such termination; and (iv) upon request, LICENSEE shall provide TDC with a sworn certification as to its compliance with Paragraph 11.3 (ii).

12. LIMITED WARRANTY AND DISCLAIMERS OF WARRANTY

12.1. TDC warrants that the Freeance Mobile Software will perform substantially in accordance with TDC's then-current specifications therefor as defined by TDC for a period of ninety (90) days ("Warranty Period") from the date of receipt (hereinafter "Limited Warranty").

12.2. ANY SUPPLEMENTS OR UPDATES TO THE FREEANCE MOBILE SOFTWARE OR RELATED MATERIALS, INCLUDING WITHOUT LIMITATION, ANY (IF ANY) FIXES PROVIDED TO LICENSEE AFTER THE EXPIRATION OF THE NINETY DAY LIMITED WARRANTY PERIOD ARE NOT COVERED BY ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY.

12.3. THE LIMITED WARRANTY THAT APPEARS ABOVE IS THE ONLY EXPRESS WARRANTY MADE TO LICENSEE AND IS PROVIDED IN LIEU OF ANY OTHER EXPRESS WARRANTIES OR SIMILAR OBLIGATIONS (IF ANY) CREATED BY ANY ADVERTISING, DOCUMENTATION, PACKAGING, OR

OTHER COMMUNICATIONS. EXCEPT FOR THE LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TDC AND ITS SUPPLIERS PROVIDE THE FREEANCE MOBILE SOFTWARE AND SUPPORT SERVICES (IF ANY) AND RELATED MATERIALS AS IS AND WITH ALL FAULTS, AND HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF RELIABILITY OR AVAILABILITY, OF ACCURACY OR COMPLETENESS OF RESPONSES, OF RESULTS, OF WORKMANLIKE EFFORT, OF LACK OF VIRUSES, AND OF LACK OF NEGLIGENCE, ALL WITH REGARD TO THE FREEANCE MOBILE SOFTWARE OR RELATED MATERIALS, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE FREEANCE MOBILE SOFTWARE OR RELATED MATERIALS OR OTHERWISE ARISING OUT OF THE USE OF THE FREEANCE MOBILE SOFTWARE OR RELATED MATERIALS. THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION, OR NON-INFRINGEMENT WITH REGARD TO THE FREEANCE MOBILE SOFTWARE OR RELATED MATERIALS.

13. LIMITATION ON REMEDIES AND EXCLUSIVE REMEDY

13.1. TDC's and any of its supplier's entire liability and LICENSEE's exclusive remedy for any breach of this Limited Warranty and for any other breach of the EULA or for any other liability relating to the Freeance Mobile Software or Related Materials (including, without limitation, all damages referenced herein and all direct or general damages in contract or anything else) shall be, at TDC's option, limited to one of the following: (a) return of the amount paid by LICENSEE for the Freeance Mobile Software and Related Materials during the twelve (12) month period immediately preceding the event giving rise to any claim, or (b) repair or replacement of the Freeance Mobile Software and Related Materials that do not meet this Limited Warranty and that is returned to TDC with a copy of LICENSEE's receipt. LICENSEE shall be entitled to receive the remedy elected by TDC without charge, except that LICENSEE is responsible for any expenses that TDC may reasonably incur in delivering the elected remedy (e.g., cost of shipping the Freeance Mobile Software to TDC).

13.2. This Limited Warranty is void if LICENSEE modifies the software in any way or if failure of the Freeance Mobile Software has resulted from accident, abuse, misapplication, abnormal use, virus or LICENSEE's failure to install and use adequate security measures, such as firewalls and virus protection. Any replacement Freeance Mobile Software or Related Materials will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer, and TDC will use commercially reasonable efforts to provide LICENSEE's remedy, within a commercially reasonable time of LICENSEE's compliance with TDC's warranty remedy procedures. Outside of the United States or Canada, neither these remedies nor any product support services offered by TDC are available without proof of purchase from TDC's authorized international support agent.

13.3. LICENSEE'S EXCLUSIVE REMEDY FOR ANY BREACH OF THIS LIMITED WARRANTY IS AS SET FORTH IN PARAGRAPH 13.1.

13.4. IN NO EVENT SHALL LICENSEE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR

PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, OR FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE FREEANCE MOBILE SOFTWARE OR RELATED MATERIALS, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE FREEANCE MOBILE SOFTWARE OR RELATED MATERIALS OR OTHERWISE ARISING OUT OF THE USE OF THE FREEANCE MOBILE SOFTWARE OR RELATED MATERIALS, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IN THE EVENT OF DEFAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF TDC OR ANY SUPPLIER, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

13.5. LICENSEE AGREES THAT THE PROVISIONS OF ARTICLES 13-14 ARE REASONABLE AND ENABLE TDC TO PROVIDE THE FREEANCE MOBILE SOFTWARE AT THE FEES TDC CHARGED TO LICENSEE AND THAT ARE LOWER THAN WHAT TDC WOULD PROVIDE THE FREEANCE MOBILE SOFTWARE TO LICENSEE IF THESE PROVISIONS WERE NOT IN EFFECT.

14. INDEMNITY

15.1. LICENSEE agrees to defend, indemnify and hold harmless TDC, its officers, directors, employees and agents from and against any and all claims, liabilities, damages, losses or expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with:

15.1.1. LICENSEE's access to or use of the Freeance Mobile Software or Related Materials;

15.1.2. any breach or claimed breach of the terms of this EULA or warranties provided herein;

15.1.3. any damages resulting from use of the Freeance Mobile Software or Related Materials by fire, police, emergency management, and/or members of the public;

15.1.4. LICENSEE's violations of applicable laws, rules or regulations in connection with the Freeance Mobile Software or Related Materials, including any liability or expenses arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature; and/or

15.1.5. any claim by LICENSEE's customers or other third parties arising from LICENSEE's use of the Freeance Mobile Software or Related Materials.

15.2. Such indemnity shall survive termination of this EULA and shall apply regardless of the form of legal action, whether in contract or in tort, including negligence.

16. MISCELLANEOUS

16.1. **Trademarks.** Freeance Mobile Software and Related Materials are all trademarks, service marks, and/or trade names of TDC LICENSEE is not licensed to use these marks in any form. , LICENSEE shall not use any trademark, trade dress or trade name of TDC except to the extent such trademark or trade name is placed on the Freeance Mobile Software and Related

Materials and any related documentation by TDC and delivered to LICENSEE hereunder. LICENSEE agrees that the Freeance Mobile Software and Related Materials are trade secrets, as defined in the Uniform Trade Secrets Act, and if appropriate, LICENSEE agrees and acknowledges that the Freeance Mobile Software and Related Materials are exempt or fall within the defined exemption relating to inspection, disclosure or copying under LICENSEE's state's public records laws. LICENSEE shall take all reasonable steps to assist TDC in preventing disclosure of the Freeance Mobile Software and Related Materials, except as permitted by TDC.

- 16.2. Relationship of Parties.** The only relationship between the parties that is intended to be created by this EULA is that of vendor and vendee, and neither party shall be nor represent itself to be an agent, employee, partner or joint venturer of the other, nor shall either party transact any business in the name of the other, or on the other's behalf or in any manner or form make promises, representation, or warranties or incur any liability, direct or indirect, contingent or fixed, for or on behalf of the other party.
- 16.3 Force Majeure.** Except for the payment of amounts due hereunder, a party shall not be liable for any delay in the performance of, or any failure to perform, any of its obligations under this Agreement if such delay or failure is caused by any strike, lockout, accident, fire, delay in transportation or delivery, shortage of materials, act of God, embargo, riot, civil commotion, governmental action, war or any other cause, whether similar or dissimilar to the foregoing, beyond the party's control.
- 16.4 Severability.** Whenever possible, each provision of this EULA shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this EULA shall be prohibited by or be invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this EULA.
- 16.5. Entire Understanding.** This EULA contains the entire and only understanding between the parties respecting the subject matter hereof and supersedes all prior agreements between the parties respecting the subject matter thereof, and any warranty, representation, promise or condition therewith not incorporated herein, shall not be binding upon either party. No modification, renewal, extension or waiver of this EULA or any of its provisions shall be binding unless in writing and executed by duly authorized representatives of both parties. This EULA supplements, not supersedes, TDC's rights under any other State and Federal laws, such as trademark, patent, trade secret, copyright and unfair competition laws. The parties agree that this EULA may be superseded by a subsequent written agreement, such as other license agreements or assignments, which is signed by all parties.
- 16.6. Waiver of Breach.** No acquiescence in or waiver of any breach or modification of any term or condition of this EULA shall be deemed or construed to be an acquiescence in or waiver of any succeeding breach or modification, and shall not prevent a subsequent enforcement of any term or condition hereof.
- 16.7. Parties Benefited; Assignment.** The provisions of this EULA shall inure to the benefit of and be binding upon the parties hereto; their successors and assigns, but LICENSEE may not assign this EULA without the express written consent of TDC. **Any attempt by LICENSEE otherwise to**

sublicense, assign or transfer, this EULA, or the rights granted herein, shall be void. TDC may assign its rights and delegate its duties under this EULA without the consent of LICENSEE.

16.8. Captions. The headings of the Articles and Paragraphs of this EULA are for convenience only and shall not be considered part of, or effect the interpretation of, any provision of this EULA.

16.9. Notices.

16.9.1. All notices which LICENSEE may desire to give TDC hereunder shall be served by sending them addressed to:

TDC Group, Inc.
3055 Kettering Blvd., Suite 416
Dayton, Ohio 45439

Attention: Matthew Reddington

or such other address as TDC may from time to time designate in writing.

16.9.2. All notices which TDC may desire to give to LICENSEE hereunder shall be served by sending them addressed to:

Attention: _____

or such other address as LICENSEE may from time to time designate to TDC in writing.

16.9.3. All notices required under this EULA shall be deemed given when mailed by certified or registered mail, postage prepaid.

16.10 Audit. Upon TDC's written request, not more frequently than annually, LICENSEE shall furnish TDC with a signed certification (a) verifying that the Freeance Mobile Software is being used pursuant to the terms of this Agreement and (b) listing the locations and models of all workstations and/or servers, and serial numbers of all designated processor(s) on which the Freeance Mobile Software runs. TDC, not more frequently than annually and at its expense, may audit LICENSEE's compliance with the requirements of this Agreement. Any such audit shall be conducted during regular business hours at the facilities of LICENSEE and shall not unreasonably interfere with LICENSEE's business activities. If an audit reveals that LICENSEE has underpaid fees to TDC, LICENSEE shall be invoiced for such underpaid fees at TDC's then current list prices for the authorized number of units, plus Twenty-Five Percent (25%). If the underpaid fees exceed five percent (5%) of the license fees previously paid, then LICENSEE shall also pay TDC's reasonable costs of conducting the audit.

16.11. Neutral Interpretation. This EULA is a document that each party shall be deemed to have been drafted jointly by the parties, and no rule of construction interpretation shall apply against any particular party based on a contention that the EULA was drafted by one of the parties. This EULA shall be construed and interpreted in a neutral manner.

16.12 Applicable Law. The official language of this EULA shall be English. The rights and obligations of the parties under this Agreement shall not be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sales of Goods or the related Convention on the Limitation Period in the International Sale of Goods; rather these rights and obligations shall be governed by and interpreted in accordance with the internal (but not the conflicts) laws of the State of Ohio. All disputes under this Agreement shall be resolved by litigation either in state court in and for Montgomery County, Ohio, or the Federal District Court for the Southern District of Ohio, in Dayton, Ohio. All parties consent to the jurisdiction of this court, agree to accept service of process by mail, and hereby waive any defenses related to personal jurisdiction, venue or forum which might otherwise be available.

[SIGNATURE PAGE FOLLOWS]

It is the express wish of the parties that this Agreement, as well as all documents relating hereto, be drawn up in English only.

IN WITNESS WHEREOF, TDC and LICENSEE have executed this EULA by their duly authorized officers or representatives, effective as of the date set forth below.

TDC GROUP, INC.

By: _____

Title: _____

Date: _____

LICENSEE: City of Kenosha, WI

By: _____

Title: _____

Date: _____

EXHIBIT A – PAYMENT

Freeance Mobile Software — Pro Edition One-Time License Fee **\$19,995.00 USD**

The one-time, nonrefundable license fee includes:

- One (1) unit of Freeance Server Software (perpetual use)
- Unlimited number of units of Freeance Mobile Device Software (perpetual use)
- One (1) year of unlimited maintenance and technical support

Freeance Direct AVL Software —One-Time License Fee **\$9,995.000 USD**

The one-time, nonrefundable license fee includes:

- One (1) unit of Freeance Server Software (perpetual use)
- Unlimited number of units of Freeance Mobile Device Software (perpetual use)
- One (1) year of unlimited maintenance and technical support

Freeance Mobile Software — Annual Maintenance and Support **\$5,321.70**

The Annual Maintenance and Support Fee shall be charged to LICENSEE upon the expiration of the initial one (1) year maintenance and support term included in the License Fee referenced above. LICENSEE's acceptance of such extension period for continued maintenance and support are optional; provided, however, TDC shall be under no obligation to deliver any such services to LICENSEE upon expiration of the one-year period if the above-referenced Annual Maintenance and Support Fee remains unpaid by LICENSEE at such time.



Quotation # 20381174

Date: February 9, 2011

Customer # 269110 Contract # 2008MPA2644

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
880 Blue Gentian Rd, Ste 200
St. Paul, MN 55121-1596
Phone: (651) 454-0600 Fax: (651) 454-0705
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

CITY OF KENOSHA
PUBLIC WORKS DEPT
625 52ND ST RM 305
KENOSHA, WI 53140

ATTENTION: Daniel Whitefoot
PHONE: (262) 653-4154
FAX: (262) 653-4056

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 02/09/2011 To: 08/08/2011

Material	Qty	Description	Unit Price	Total
109065	1	ArcGIS Server Standard Enterprise for Windows Up to Four Cores License	18,000.00	18,000.00
			Item Total:	18,000.00
			Subtotal:	18,000.00
			Sales Tax:	0.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$18,000.00

*Thank you for your interest in the products offered by Esri. I have provided a quotation per your request. Please review the attached "Terms and Conditions" guidelines prior to submitting your order. To place an order for the items referenced in this quote, please follow the instructions provided below:

PURCHASE ORDER: Send your digital, faxed, or original signed purchase order to Esri Customer Service for processing. Faxes may be sent toll-free to (800) 330-7053.

CREDIT CARD: If you would like to purchase the items on the quotation via credit card, please call (800) 447-9778 and reference this quotation.

CHECK/MONEY ORDER: Please mail a copy of your quotation and payment to Esri, File No. 54630, Los Angeles, CA 90074-4630.

If you have any questions regarding this quotation, please feel free to contact me. You will find my contact information at the bottom of the page. If you have questions following placement of your order such as order confirmation, ship date, etc., please contact Customer Service toll free at (888) 377-4575.

* Please indicate on your purchase order if this purchase is funded through the American Recovery and Reinvestment Act, and whether Esri is a Prime Recipient, Sub-recipient, or Vendor for reporting purposes.

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