

AGENDA
KENOSHA COMMON COUNCIL
KENOSHA, WISCONSIN
Kenosha Municipal Building, 625-52nd Street
Council Chambers – Room 200
Monday, June 6, 2016
7:00 PM

CALL TO ORDER
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE

Approval of the minutes of the meeting held May 16, 2016. **Pgs. 1-8**
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. Resolution by the Finance Committee - Resolution To Levy a Special Charge (under Authority of Charter Ordinance No. 26, as Amended) upon Certain Parcels of Land Within the City of Kenosha, Wisconsin in the Amount of \$2,634.87 for Trash and Debris Removal.

TO THE PUBLIC WORKS COMMITTEE

TO THE PUBLIC SAFETY AND WELFARE COMMITTEE

TO THE CITY PLAN COMMISSION

- A.2. Zoning Ordinance by the City Plan Commission - To Create Subsection 18.02 xx. (of the Zoning Ordinance) to Amend the Land Use Plan Map for the City of Kenosha: 2035 (Southport Commons, LLC). (District 16)
- A.3. Zoning Ordinance by the Mayor - To Rezone a Portion of the Property at 5894 122nd Avenue from A-2 Agricultural Land Holding District to M-1 Light Manufacturing District (in Conformance with Section 10.02 of the Zoning Ordinance (Southport Commons, LLC). (District 16)

B. COMMUNICATIONS, PETITIONS, REPORTS OF DEPARTMENTS

- B.1. Approval of the following applications (per list on file in the Office of the City Clerk):
- a. 184 Operator's (Bartender's) licenses.
 - b. 0 Successor of Agent Status of Beer and/or Liquor licenses.
 - c. 4 Temporary Class "B" Beer and "Class B" Wine licenses.
 - d. 0 Taxi Driver Licenses. **Pgs. 9-13**

- B.2. Amendment to the Conditional Use Permit for a 3,000-seat stadium to be located at 8730 22nd Avenue (KUSD/Ameche Field). (District 9) (CP - Ayes 10, Noes 0; Park Comm. - recommendation pending) **PUBLIC HEARING Pgs. 14-28**
- B.3. Amendment to the Conditional Use Permit for a 3,000-seat stadium to be located at 3700 Washington Road. (KUSD/Bradford Stadium) (District 6) (CP - Ayes 10, Noes 0) **PUBLIC HEARING Pgs. 29-42**
- B.4. Vicious Dog Declaration Appeal – Michelle Nerdrum, 7325 27th Avenue (Otis, Pit Bull, Declared Vicious by the Kenosha County Division of Health, February 10, 2016). (District 8) (Deferred 03/07/16) (PSW - recommendation pending) **PUBLIC HEARING Pgs. 43-73**
- B.5. Special Exception (Fence Code) Request from Crystal Hearton to Install a Six-foot (6') Tall Privacy Fence in the Front Yard at 5017 55th Street (Parcel #08-222-35-304-004). (Zoning: RS-2) (District 11) (Deferred 05/16/16) **PUBLIC HEARING Pgs. 74-90**
- B.6. Special Exception (Fence Code) Request from Georgette Paielli to reconstruct a seven-foot (7') Tall Privacy Fence in the Rear and Side Yards at 8520 37th Avenue (Parcel #04-122-13-227-004). (Zoning: RS-2) (District 14) **PUBLIC HEARING Pgs. 91-108**

C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS

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

- C.1. Approve applications for new Operator's (Bartender's) Licenses, subject to:
 - 0 demerit points:
 - a. Matthew McPhaul
 - b. Stephanie Papenfuss
 - 25 demerit points:
 - c. Emily Hastings
 - 35 demerit points:
 - d. Timothy Rains
 - 40 demerit points:
 - e. Pamela J. Simon
 - 50 demerit points:
 - f. Alisha B. Neely
 - 55 demerit points:
 - g. Eric Elger
 - 70 demerit points:
 - h. Jalessa L. Tennant
 - i. Selene E. Hansen
 - (L/P - Ayes 5, Noes 0) **HEARING Pgs. 109-117**
- C.2. Deny application of Dikicia Robateau for a new Operator's (Bartender's) License, based on material police record. (L/P - Ayes 5, Noes 0) **HEARING Pgs. 118-120**

- C.3. Approve application of John Dennis for a new Taxi Driver's License, subject to 45 demerit points. (L/P - Ayes 5, Noes 0) **HEARING Pg. 121**
- C.4. Approve renewal applications for Operator (Bartender's) Licenses, subject to:
- 0 demerit points:
 - a. Melissa Gianopoulos
 - b. Christine Althoff
 - c. Michelle Olejniczak
 - d. Akshay Patel
 - 10 demerit points:
 - e. Ricardo Tagliapietra
 - f. Emilia Debicka
 - g. Ariel Stanfel
 - 25 demerit points:
 - h. Kathy Celebre
 - i. Michael Mehlan
 - j. Connie Wilson
 - 30 demerit points:
 - k. Taja Chandler
 - 40 demerit points:
 - l. Cynthia DuBois
 - m. Sunita D. Prajapati
 - n. Melissa Owens
 - 50 demerit points:
 - o. Macara Todd
 - 55 demerit points:
 - p. Heather Jennings
 - 75 demerit points:
 - q. David Jansa
 - 80 demerit points:
 - r. Samantha Traylor
 - 90 demerit points:
 - s. Michael J. Gonzales
- (L/P - Ayes 5, Noes 0) **HEARING Pgs. 122-140**
- C.5. Approve renewal applications for Taxicab Permit Licenses, with no adverse recommendations:
- a. Tania White, Journey Cab Co. (8867 Sheridan Rd., District 9)
 - b. Mohammed Museitif, M&M Choice Taxi (1325 56th St., District 2)
 - c. Keno Cab Co., Inc., Keno Cab Co. (5107 28th Ave., District 7)
- (L/P - Ayes 5, Noes 0) **HEARING Pgs. 141-143**

- C.6. Approve renewal applications for the following licenses with no adverse recommendations (per the list on file in the office of the City Clerk):
- a. 2 Class "A" Beer
 - b. 5 Class "A" Beer/"Class A" Liquor
 - c. 1 Class "B" Beer
 - d. 1 Class "B" Beer/"Class C" Wine
 - e. 13 Class "B" Beer/"Class B" Liquor
- (L/P - Ayes 5, Noes 0) **HEARING Pg. 144**
- C.7. Approve renewal applications of Class "A" Beer Licenses, subject to:
- 0 demerit points:
 - a. Mac's Deli Enterprises, LLC (Mac's Deli, Kris Osborne, Agent, 2302 52nd St., District 7)
 - 5 demerit points:
 - b. 22nd Ave. Mobil, Inc. (22nd Ave. Mobil, Gurinder S. Nagra, Agent, 4433 22nd Ave., District 6)
 - non renewal revocation:
 - c. Stein BP, Inc. (BP, Daniel Stein, Agent, 12120 75th St., District 16)
- (L/P - Ayes 5, Noes 0) **HEARING Pgs. 145-149**
- C.8. Approve renewal application of Meijer Stores Limited Partnership, for a Class "A" Beer/"Class A" Liquor License located at 7735 Green Bay Road (Meijer Gas Station #284), along with a Transfer of Agent status from Christopher Hoffman to Michael Evert, subject to 0 demerit points. (District 14) (L/P - Ayes 5, Noes 0) **HEARING Pg. 150**
- C.9. Approve renewal application of Meijer Stores Limited Partnership, for a Class "A" Beer/"Class A" Liquor License located at 7701 Green Bay Rd., (Meijer Store #284), along with a Transfer of Agent status from Christopher Hoffman to Michael Evert, subject to 25 demerit points. (District 14) (L/P - Ayes 5, Noes 0) **HEARING Pg. 151**
- C.10. Approve renewal applications of Class "A" Beer/"Class A" Liquor Licenses, subject to:
- 0 demerit points:
 - a. Woodman's Food Market, Inc. (Woodman's Food Market, Louis Ludeman, Agent, 7145 118th Ave., District 16)
 - b. N & S Source, Inc. (Uptown Pantry, Nihal Singh, Agent, 6119 22nd Ave., District 3)
 - 25 demerit points:
 - c. KJS Amoco, Inc. (BP, Daniel Stein, Agent, 6500 75th St., District 16)
 - 80 demerit points:
 - d. Walgreen Co. (Walgreens #03617, Aaron Matthews, Agent, 3805 80th St., District 14) (L/P - Ayes 5, Noes 0) **HEARING Pgs. 152-155**
- C.11. Approve renewal application of Gighive, Inc. (Gighive Independent Artists, Charles Johnson, Agent, 616 58th St.), for a Class "B" Beer License, subject to review of the Economic Impact Statement, with no adverse recommendations. (District 2) (L/P - Ayes 5, Noes 0) **HEARING Pg. 156**

- C.12. Approve renewal application of Stein BP, Inc. (Interstate Dogs, Daniel Stein, Agent, 12120 75th St.), for a Class "B" Beer License, subject to 0 demerit points. (District 16) (L/P - Ayes 5, Noes 0) **HEARING Pg. 157**
- C.13. Approve renewal applications of Class "B" Beer/"Class B" Liquor Licenses, subject to:
- 0 demerit points:
 - a. Kevaron, Inc. (Cooler Near the Lake, Kevin McCarron, Agent, 506 56th St., District 2)
 - b. Gerolmo's Tavern, Inc. (Gerolmo's, Richard Rosko, Agent, 2506 52nd St., District 7)
 - c. Marina Gardens, Inc. (Marina Gardens, Maria Piliouras, Agent, 5001 7th Ave., District 2)
 - d. James Michael Pruet (Interlude II Bar & Grill, 514 57th St., District 2)
 - e. Tasty Brands, Inc. (Tenuta's Italian Restaurant, Daniel Tenuta, Agent, 7321 60th Ave., District 14)
 - f. Michelle L. Traylor (Mikki's Rat Race, 8735 Sheridan Rd., District 9)
 - g. Rivals Kenosha, Inc. (Rivals Sports Pub and Grille, Michael Honold, Agent, 6325 120th Ave., District 16)
 - 20 demerit points:
 - h. Blazin Wings, Inc. (Buffalo Wild Wings, James Gleich, Agent, 7114 118th Ave., District 16)
 - i. Rajo Miraz Restaurant, Inc. (Miraz Restaurant, Orlando Jaimes, Agent, 7500 Sheridan Rd., (District 12)
 - j. Rendezvous Bar & Grill, Inc. (Rendezvous Tiki Lounge, William Koprovic, Agent, 1700 52nd St., District 7)
 - k. Mongolian Grill Restaurant Operating Company, LLC (HuHot Mongolian Grill, Rochelle Maciejewski, Agent, 7214 Green Bay Rd., Ste. 100, District 16)
 - l. TG Enterprises, Inc. (Phoenix Family Restaurant, Maria Piliouras, Agent, 12440 75th St., District 16)
 - 25 demerit points:
 - m. The Char Grill, Inc. (Charcoal Grill & Rotisserie, Jeffrey Marsh, Agent, 5745 75th St., District 14)
 - n. Los Taquitos, Inc. (Los Taquitos Restaurant, Adrian Vineros, Agent, 2105 22nd Ave., District 5)
 - 40 demerit points:
 - o. Gerber's Pub of Kenosha, Inc. (Champions Sports Bar, Arthur DeBaere III, Agent, 719 50th St., District 2)
 - p. Bindelli's Safari, Inc. (Bindelli's Safari, Dante Bindelli, Agent, 2232 Roosevelt Rd., District 3)
 - 60 demerit points:
 - q. Sunset Grille, LLC (Sunset Grille, Stacey West-Rivera, Agent, 2500 52nd St., District 7)
 - 75 demerit points:
 - r. Kenosha Midnight, Inc. (Kenosha Midnight, Samhan Samhan, Agent, 5605 22nd Ave., District 7)
- (L/P - Ayes 5, Noes 0) **HEARING Pgs. 158-175**

- C.14. Approve renewal application of TK Kenosha, LLC (Mason's Eatery & Pub, Michael Roscioli, Agent, 7000 74th Pl.) for a Class "B" Beer/Reserve "Class B" Liquor License, subject to 15 demerit points. (District 16) (L/P - Ayes 5, Noes 0) **HEARING Pg. 176**
- C.15. Approve renewal application of The Noodle Shop Co. – Wisconsin, Inc. (Noodles & Company, Jennifer Miller, Agent, 7224 120th Ave., Ste. A,) for a Class "B" Beer/"Class C" Wine License, subject to 0 demerit points. (District 16) (L/P - Ayes 5, Noes 0) **HEARING Pg. 177**
- C.16. Approve renewal application of Kenosha Performing Arts Association (Fusion, Donald Miller, Agent, 5014 7th Ave.), for a Class "B" Beer/"Class C" Wine License, subject to review of the Economic Impact Statement, with no adverse recommendations. (District 2) (L/P - Ayes 5, Noes 0) **HEARING Pg. 178**
- C.17. Approve application of The Char Grill, Inc., for a Permanent Outdoor Extension of the Class "B" Beer/"Class B" Liquor License located at 5745 75th St. (Charcoal Grill & Rotisserie), with a request to waive the fence requirement, with no adverse recommendations. (District 14) (L/P - Ayes 5, Noes 0) **HEARING Pgs. 179-187**
- C.18. Approve application of Griffin Lanes, LLC, for a Yearly Cabaret License located at 1120 80th St. (Sheridan Lanes), with no adverse recommendations. (District 12) (L/P - Ayes 5, Noes 0) **HEARING Pgs. 188-189**
- C.19. Approve applications (13) for Yearly Cabaret Licenses (2016-2017 Term), with no adverse recommendations (per the list on file in the office of the City Clerk). (L/P - Ayes 5, Noes 0) **HEARING Pg. 190**
- C.20. Approve application of SWAAC for a Daily Public Entertainment License on July 16, 2016 (located at 5523 6th Avenue, in front of Fec's Place), with no adverse recommendations. (District 2) (L/P - Ayes 5, Noes 0) **HEARING Pg. 191**
- C.21. Approve application of Public Craft Brewing Co., LLC, for a Yearly Public Entertainment License located at 716 58th St. (Public Craft Brewing Co.), with no adverse recommendations. (District 2) (L/P - Ayes 5, Noes 0) **HEARING Pg. 192**
- C.22. Approve renewal application of Lakeside Players for a Theatre License located at 514 56th St. (Rhode Center For the Arts), with no adverse recommendations. (District 2) (L/P - Ayes 5, Noes 0) **HEARING Pgs. 193-194**
- C.23. Approve renewal applications for Towing Licenses (Term 07/01/16 – 06/30/17), with no adverse recommendations:
- a. Atlas Service Centers, Inc. (5419 Washington Rd., Atlas Service Centers/Jaybee Auto) (District 16)
 - b. Firehouse Performance, LLC (4502 22nd Ave., Firehouse Performance, District 7)
 - c. Jantz Auto Sales, Inc. (3405 Washington Rd., Jantz Auto Sales, District 10)
 - d. Alfred & Alfred L. Jantz (3405 Washington Rd., Jantz Auto Towing, District 10)
 - e. Jantz's Yard 4 Automotive, Inc. (2500 Washington Rd., Jantz's Yard 4 Auto, District 6)

- f. Jensen & Jensen, Inc. (5410 50th St., Jensen Towing, District 16)
- g. Sharon Wienke (6018 26th Ave., Pro Towing, District 3)
(L/P - Ayes 5, Noes 0) **HEARING Pgs. 195-202**

C.24. Approve renewal applications for Mobile Home Park Licenses, with no adverse recommendations:

- a. John Ruffolo (Alpine Village, 8067 Sheridan Rd., District 9)
 - b. Maple Lane Park, LLC (Maple Lane Park, 8750 Sheridan Rd., District 9)
 - c. Kenosha MHC, LLC (Oakwood MHC, 9002 Sheridan Rd., District 9)
 - d. Prairie Lake Estates Homeowners Cooperative (Prairie Lake Estates, 8200 75th St., District 16)
 - e. Northern Development Group, LLC (Shorecrest Pointe, 8743 Sheridan Rd., District 9)
- (L/P - Ayes 5, Noes 0) **HEARING Pgs. 203-207**

D. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS

E. ORDINANCES 1st READING

F. ZONING ORDINANCES 1st READING

G. ORDINANCES 2nd READING

- G.1. Ordinance By Committee on Public Safety and Welfare - To Amend Section 7.12 B (of the Code of General Ordinances) to Include an All Way Stop at the Intersection of 26th Avenue and 73rd Street. (District 8) (PSW - Ayes 4, Noes 0) **PUBLIC HEARING Pgs. 208-209**
- G.2. Ordinance By Committee on Public Safety and Welfare - To Amend Section 7.12 C (of the Code of General Ordinances) Entitled, "Stop Streets" by Adding a Southbound Stop Sign at the Intersection of 25th Avenue and 69th Street. (District 8) (PSW - Ayes 4, Noes 0) **PUBLIC HEARING Pgs. 210-211**
- G.3. Ordinance by Alderperson Rocco J. LaMacchia, Sr.; Co-Sponsor: Alderperson David Bogdala - To Repeal and Recreate Paragraph 7.06 A. and Paragraph 7.06 B.2. (of the Code of General Ordinances) Regarding Parking Restrictions. (Deferred and public hearing held 05/02/16) (PSW – Ayes 3, Noes 0, Abstains 1; PW - recommendation pending) **Pgs. 212-215**
- G.4. Ordinance by the Mayor - To Annex 0.795 acres of land, more or less, located North of County Trunk Highway N and West of 128th Avenue from the Town of Paris to the City of Kenosha (Route 142, LLC/#4). (District 16) (CP - Ayes 10, Noes 0; PW - Ayes 6, Noes 0) **Note: Approval will require 2/3 vote of full Council (12 votes). PUBLIC HEARING Pgs. 216-226**
- G.5. Ordinance by the Mayor - To Repeal and Recreate Subsection 16.02 A. "Definitions" and Subsection 16.17 "Exterior Premises" (of the Code of General Ordinances for the City of Kenosha). (PSW - Ayes 5, Noes 0) **PUBLIC HEARING Pgs. 227-236**

H. ZONING ORDINANCES 2nd READING

I. RESOLUTIONS

- I.1. Resolution by the Committee on Finance - Resolution to Transfer Funds Totaling \$20,000 from the 2016 Contingency Budget to 2016 Claims Budget. (Fin. - recommendation pending) **Pg. 237**
- I.2. Resolution by the Mayor - Resolution To Authorize the City of Kenosha, Wisconsin, To Enter Into The Proposed Mutual Aid Box Alarm System ("MABAS") Agreement To Provide Coordination Of Fire Protection And Emergency Medical Services. (PSW - recommendation pending) **Pg. 238-252**
- I.3. Resolution by the Mayor - Resolution To Amend the Official Map for the City of Kenosha, Wisconsin to include the Annexation of Parcel Numbers #45-4-221-252-0320 and #45-4-221-252-0325 in the Town of Paris, Kenosha County, Wisconsin. (Route 142, LLC/#4) (District 16) (CP - Ayes 10, Noes 0; PW - recommendation pending) **PUBLIC HEARING Pgs. 253-256**
- I.4. Resolution by the Mayor - Resolution To Amend the Official Map for the City of Kenosha, Wisconsin, to remove the Paris Parkway (A Segment of the former West Frontage Road for Interstate Highway 94 between CTH N and STH 142) as a designated street, pursuant to Section 62.23 (6)(c), Wisconsin Statutes (Paris Parkway). (District 16) (CP - Ayes 10, Noes 0; PW - recommendation pending) **PUBLIC HEARING Pgs. 257-261**

J. APPOINTMENTS/REAPPOINTMENTS BY THE MAYOR

- J.1. Appointment of Alderperson G. John Ruffolo (3508 13th Place, Kenosha) to the Airport Commission for a term to expire May 1, 2022. **Pg. 262**
- J.2. Appointment of Charles W. Bradley (8306 23rd Avenue, Kenosha) to the Museum Board for a term to expire May 1, 2019. **Pg. 263**
- J.3. Appointment of Michael M. Remson, D.D. (201B 55th Street, Kenosha) to the Transit Commission, for a term to expire June 7, 2019. **Pg. 264**
- J.4. Reappointment of Alderperson Dave Paff (1606-35th Place, Kenosha) to the HOME Program Commission and Community Development Block Grant Committee, for a term to expire May 1, 2018. **Pg. 265**

K. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

L. OTHER CONTRACTS AND AGREEMENTS

- L.1. Quit Claim Deed from Route 142, LLC to the City of Kenosha regarding 0.795 acres for 128th Avenue Right-of-Way North of CTH N. (District 16) (CP - Ayes 10, Noes 0; PW and Fin. - recommendations pending) **Pgs. 266-270**

- L.2. Offer to Purchase property at 702 58th Street from I-LIFE II, LLC by the City of Kenosha. (District 2) (Fin. - recommendation pending) **Pgs. 271-284**
- L.3. Memorandum of Understanding between the City of Kenosha and the Wisconsin Department of Transportation Regarding the Bridge Development area. (PW and Fin. - recommendations pending) **Pgs. 285-300**
- L.4. First Amendment to the Development Agreement Between The City of Kenosha, The Kenosha Water Utility, Bridge Kenosha, LLC and Route 142, LLC. (PW and Fin. - recommendations pending) **Pgs. 301-320**
- L.5. Change Order in the Amount of \$30,182.50 for Contract by and Between The City of Kenosha, WI and Macemon & Sons, Inc. to Raze a Commercial Building and Restore Lot at 6415 28th Avenue (Parcel #01-122-01-161-019) (Commonly referred to as the Bastrup Property). (District 8) (Fin. - recommendation pending) **Pgs. 321-322**

M. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

- M.1. KABA 2016 1st Quarter Loan Report. (Fin. - recommendation pending) **Pgs. 323-331**
- M.2. Disbursement Record #9 - \$3,632,385.51. (Fin. - recommendation pending)
Pgs. 332-363

N. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

- N.1. Kenosha County Public Works Department Permit to Excavate and/or Fill on Highway Right-of-Way (Reconstruction of CTH N (38th Street) from 128th Avenue east to West Frontage Road of I-94). (PW and Fin. - recommendations pending) **Pgs. 364-366**
- N.2. Acceptance of Project 13-1414 Washington Velodrome Resurfacing (1901 Washington Road) which has been satisfactorily completed by Rasch Construction & Engineering, Inc. (Kenosha, Wisconsin). The final amount of the contract is \$670,002.27. (District 6) (Deferred 05/02/16) (PW and Park Comm. - recommendations pending) **Pg. 367**

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

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

- P.1 Catherine Semenas et al. v. City of Kenosha. (Fin. - recommendation pending)
CLOSED SESSION: The Common Council may go into Closed Session, pursuant to §19.85 (1)(g), Wisconsin Statutes, to confer with legal counsel regarding the claim. The Common Council will reconvene into open session.

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

IF YOU ARE DISABLED AND IN NEED OF ASSISTANCE,
PLEASE CALL 653-4020 BEFORE THIS MEETING
KENOSHA.ORG

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
May 16, 2016**

John M. Antaramian, Mayor

Debra L. Salas, City Clerk

**KENOSHA MUNICIPAL BUILDING
COUNCIL CHAMBERS ROOM 200**

At a meeting of the Common Council held this evening, His Honor, Mayor John A. Antaramian presided. The meeting was called to order at 7:05 p.m.

On roll call, the following members of the Common Council were present: Alderpersons Haugaard, Fox, Michalski, Ruffolo, LaMacchia, Paff, Juliana, Mathewson, Kennedy, Gordon, Pedersen, Wilson, Rose, Downing and Bogdala. Alderpersons Rosenberg and Prozanski were previously excused.

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

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

It was moved by Alderperson Michalski, seconded by Alderperson LaMacchia, to approve the minutes of the meeting held May 2, 2016.

Motion carried unanimously.

Mayor Antaramian announced there was an oral referral. It was moved and seconded to refer Kenosha County Public Works Department Permit to Excavate And/Or Fill On Highway Right Of Way to the Public Works Committee.

Alderperson Bogdala read a proclamation from the Mayor to Public Works Director, Shelly Billingsley, regarding National Public Works Week.

6 citizens spoke during Citizen's Comments: Virginia Hoekstra, Sarah Billings, Tammy Conforti, Patrick Zuchowski, Karen Halter, and Jayme Forsythe.

A. REFERRALS

TO THE COMMITTEE ON FINANCE

A.1. Ordinance by the Mayor - To Repeal And Recreate Subsection 29.04, To Recreate Subsection 29.05 And To Repeal And Recreate Subparagraph 29.06 D. (of the Code of General Ordinances) Regarding the Statement of Economic Interest.

TO THE PUBLIC WORKS COMMITTEE

A.2. Resolution By The Mayor - To Amend The Official Map For The City Of Kenosha, Wisconsin, To Remove The Paris Parkway (A Segment Of The Former West Frontage Road For Interstate Highway 94 Between County Trunk Highway N And State Highway 142) As A Designated Street, (Pursuant To Section 62.23(6)(C), Wisconsin Statutes).

TO THE CITY PLAN COMMISSION

A.3. Resolution by the Mayor - To Amend the Official Map for the City of Kenosha, Wisconsin to include the Annexation of Parcel Numbers #45-4-221-252-0320 and #45-4-221-252-0325 in the Town of Paris, Kenosha County, Wisconsin (Route 142, LLC/#4).

B. COMMUNICATIONS, PETITIONS, REPORTS OF DEPARTMENTS

B.1. It was moved by Alderperson Wilson, seconded by Alderperson Downing, to approve:

a. 98 applications for an Operator's (Bartenders) license, per list on file in the office of the City Clerk.

b. There were no applications for a transfer of agent status of Beer and/or Liquor licenses, per list on file in the office of the City Clerk.

c. 6 applications for a Temporary Class "B" Beer and/or "Class B" Wine license per list on file in the office of the City Clerk.

d. 1 application for a Taxi Driver's license per list on file in the office of the City Clerk.

e. 7 renewal applications for Amusement & Recreation Enterprise Supervisor Licenses.

On a voice vote, motion carried with Alderperson Gordon abstaining from items B.1.a.21, 68, 78, 83 due to a conflict of interest and Alderperson Bogdala abstaining from item B.1.a.7 due to a conflict of interest.

B.2. It was moved by Alderperson LaMacchia, seconded by Alderperson Rose to approve Special Exception (Fence Code) Request from Crystal Hearton to Install a Six-foot (6') Tall Privacy Fence in the Front Yard at 5017 55th Street (Parcel #08-222-35-304-004) (Zoning: RS-2). A public hearing was held. Mr. Hearton, a resident of 5510 51st Ave, and Tenoch Martinez of Quality Fencing spoke.

B.2.1. It was then moved by Alderperson Gordon, seconded by Alderperson Kennedy to defer to the next meeting. On a voice vote, motion carried.

C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS

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

- 30 demerit points:

a. Tashawna Williams

b. Timothy Drees

- 50 demerit points:

c. Tanya S. Nitschneider

- 70 demerit points:

d. Rebecca A. Hickey

A hearing was held. The applicants did not appear.

C.1.1. It was then moved by Alderperson Bogdala, seconded by Alderperson Ruffolo to separate item

C.1.c. On a voice vote, motion carried.

On a voice motion carried for items C.1.a, b, d.

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
May 16, 2016**

John M. Antaramian, Mayor

Debra L. Salas, City Clerk

C.1.2. It was moved by Alderperson Fox, seconded by Alderperson LaMacchia to approve item C.1.c. On a voice vote, motion carried.

C.2. It was moved by Alderperson Bogdala, seconded by Alderperson Kennedy to deny applications for new Operator's (Bartender's) Licenses, based on material police record:

- a. Elizabeth L. Sevick
- b. Sherry S. Sentieri

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

C.3. It was moved by Alderperson Bogdala, seconded by Alderperson Wilson to deny applications for new Operator's (Bartender's) Licenses, based on material police record and false application:

- a. Nicholas Suk
- b. Karissa S. Forrest

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

C.4. It was moved by Alderperson Kennedy, seconded by Alderperson LaMacchia to approve application of Derek Leggett for a new Operator's (Bartender's) License, subject to 90 demerit points.

A hearing was held. The applicant did not appear. On roll call vote, motion carried (10-5) with Alderpersons Gordon, Pedersen, Bogdala, Ruffolo, and Mathewson voting nay.

C.5. It was moved by Alderperson Juliana, seconded by Alderperson LaMacchia to deny application of Steven Bluiitt, Jr. for a new Operator's (Bartender's) License, based on material police record.

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

C.6. It was moved by Alderperson Michalski, seconded by Alderperson Kennedy to approve renewal applications for Operator's (Bartender's) Licenses, subject to:

- 0 demerit points:
 - a. Anthony L. Perrine
- 5 demerit points:
 - b. Anna Pokimica
- 10 demerit points:
 - c. Peter Falk
- 20 demerit points:
 - d. Paula M. Klopstein
- 40 demerit points:
 - e. Mary Fugate
 - f. Teri Caldwell
- 40 demerit points:
 - g. Leslie C. Anderson
- 60 demerit points:
 - h. Pat Drennen
- 65 demerit points:
 - i. Shawn Josic
- 80 demerit points:
 - j. Eleanna Gochis
- 90 demerit points:
 - k. Desiree Vasquez

A hearing was held. The applicants did not appear.

C.6.1. It was then moved by Alderperson Bogdala, seconded by Alderperson Juliana to separate item C.6.k. On a voice vote, motion carried.

C.6.2. On a voice vote, motion carried on all other items.

C.6.3. It was then moved by Alderperson Kennedy, seconded by Alderperson Juliana to approve item C.6.k. On a voice vote, motion carried.

C.7. It was moved by Alderperson Kennedy, seconded by Alderperson LaMacchia to approve renewal application of Edward Kexel for an Operator's (Bartender's) License, subject to 80 demerit points.

A hearing was held. Edward Kexel spoke. On a voice vote, motion carried.

C.8. It was moved by Alderperson Juliana, seconded by Alderperson LaMacchia to approve renewal applications for Taxi Driver's Licenses, subject to 20 demerit points:

- a. Glen Ritacca
- b. Robert Mason

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

C.9. It was moved by Alderperson Juliana, seconded by Alderperson LaMacchia to approve application of Soon's Sushi Café, LLC (Soon O. Noel, Agent), for a Class "B" Beer/"Class B" Liquor License located at 2100 54th St. (Soon's Sushi Café), upon surrender of a similar license at the same location from Soon O. Noel, with no adverse recommendations. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.10. It was moved by Alderperson LaMacchia, seconded by Alderperson Paff to approve renewal applications for the following licenses with no adverse recommendations (per the list on file in the office of the City Clerk):

- a. 5 Class "A" Beer
- b. 3 Class "A" Beer/"Class A" Liquor – Cider Only
- c. 5 Class "A" Beer/"Class A" Liquor
- d. 2 Class "B" Beer
- e. 3 Class "B" Beer/"Class C" Wine
- f. 49 Class "B" Beer/"Class B" Liquor

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A hearing was held. The applicants did not appear. On a voice vote, motion carried with Alderperson Wilson abstaining from item C.10.F.2 due to a conflict of interest and Alderperson Gordon abstaining from item C.10.E.2. and C.10.F.29 due to a conflict of interest.

C.11. It was moved by Alderperson LaMacchia, seconded by Alderperson Paff to approve renewal applications of Class "A" Beer Licenses, subject to:

- 0 demerit points:

- a. DSD Group, LLC, (Roosevelt Oil, Amarjit Dhindsa, Agent, 2710 Roosevelt Rd., District 8)
- b. Los Corrales Enterprise, LLC, (Super Mercado Los Corrales, Luis Rodriguez, Agent, 3933 52nd St., District 11)
- c. Quality Grocery, LLC, (Quality Foods, Manal Yusuf, Agent, 1824 50th St., District 7)
- d. PDQ Food Stores, Inc., (PDQ Store #351, Kathy Loberger, Agent, 8012 39th Ave., District 14)

- 5 demerit points:

- e. Koche, LLC, (Tom's BP, Sheryl John, Agent, 2528 75th St., District 8)

- 10 demerit points:

- f. 52nd Street Quick Shop, Inc., (52nd Street Quick Shop, Michael McArdle, Agent, 3404 52nd St., District 10)

- 20 demerit points:

- g. Shree Om Enterprises, Inc., (AJ Mini Mart, Jignesh Patel, Agent, 3806 30th Ave., District 10)
- h. K Mart Corporation, (K Mart #3088, Maureen Modory, Agent, 4100 52nd St., District 10)

- 45 demerit points:

- i. Mian's Petroleum, Inc., (Mian's Petroleum, Zafar Mian, Agent, 5006 60th St., District 11)
- j. Shyamaji Food & Fuel, Inc., (Mobil Food Mart, James Brackney, Agent, 1405 60th St., District 3)

- non-renewal revocation hearing:

- k. S & K Mart, LLC, (S Mart, Syed Sawar, Agent, 4924 60th St., District 11)

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

At this time Alderperson Mathewson briefly stepped away from the meeting.

C.12. It was moved by Alderperson Paff, seconded by Alderperson LaMacchia to approve renewal application of Speedway, LLC (Speedway #4029, Michael Cobb, Agent, 3708 60th St.), for a Class "A" Beer/"Class A" Liquor – Cider Only License, subject to 0 demerit points. A hearing was held. The applicant did not appear. On a voice vote, motion carried with Alderperson Mathewson not present for the vote.

C.13. It was moved by Alderperson Wilson, seconded by Alderperson LaMacchia to approve renewal application of Nankana, Inc., for a Class "A" Beer/"Class A" Liquor License located at 2830 75th St. (American Liquor), with a Transfer of Agent from Virinder S. Gill to Bhavna Masani, subject to 5 demerit points. A hearing was held. The applicants did not appear. On a voice vote, motion carried with Alderperson Mathewson not present for the vote.

C.14. It was moved by Alderperson LaMacchia, seconded by Alderperson Juliana to approve renewal applications of Class "A" Beer/"Class A" Liquor Licenses, subject to:

- 0 demerit points:

- a. Betty Jane, Inc., (Shenanigan's Liquors, Greg Czarnecki, Agent, 1585 22nd Ave., District 4)
- b. O-Line 50, Inc., (Lou Perrine's Gas and Groceries, Anthony Perrine, Agent, 5145 Sheridan Rd., District 2)
- c. Piggly Wiggly Midwest, LLC, (Piggly Wiggly Supermarket #004, Brenda Lois, Agent, 2801 14th Pl., District 4)

- d. Tenuta's, Inc., (Tenuta's Delicatessen Liquors & Wines, Chris Tenuta, Agent, 3203 52nd St., District 11)

- e. Westown of Kenosha, Inc., (Westown Foods & Liquor, Hani Ali, Agent, 3203 60th St., District 3)

- f. Westown of Kenosha, Inc., (Westown 3, Hani Ali, Agent, 4222 Sheridan Rd., District 1)

- g. Manny's, LLC, (Manny's, Manal Yusuf, Agent, 2121 45th St., District 7)

- 5 demerit points:

- h. Stinebrink's Kenosha Foods, LLC, (Stinebrink's Piggly Wiggly, Matthew Stinebrink, Agent, 7600 Pershing Blvd., District 14)

- i. Stinebrink's Kenosha Foods, LLC, (Piggly Wiggly, Matthew Stinebrink, Agent, 2215 80th St., District 13)

- 20 demerit points:

- j. 1900 22nd Ave., LLC, (Ayra's Liquor, Fahim Ajmeri, Agent, 1900 22nd Ave., District 4)

- k. PW Fresh Market, LLC, (Kenosha Fresh Market, Holly Schroeder, Agent, 3500 52nd St., District 10)

- l. Himmat Gill, LLC, (Cellar Door Wine Beer & Liquor, Himmat Gill, Agent, 7944 Sheridan Rd., Parcel 3, District 12)

- m. Wisconsin CVS Pharmacy, LLC, (CVS Pharmacy #8777, Debbie Martin, Agent, 3726 22nd Ave., District 6)

- 30 demerit points:

- n. BP Express Kenosha, LLC, (BP Express, Ketan Patel, Agent, 2616 22nd Ave., District 6)

- 50 demerit points:

- o. One Stop Grocery & Liquor, LLC, (One Stop Grocery, Dilip Prajapati, Agent, 6525 26th Ave., District 8)

- 75 demerit points:

- p. Mega Marts, LLC, (Pick 'N Save #6871, Peter Schmidt, Agent, 2811 18th St., District 4)

A hearing was held. A member of Ayra's Liquor spoke. On a voice vote, motion carried with Alderperson Mathewson not present for the vote.

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C.15. It was moved by Alderperson Wilson, seconded by Alderperson LaMacchia to approve renewal application of Tuscany Bistro Bar & Grill Kenosha, LLC, for a Class "B" Beer/Reserve "Class B" Liquor License located at 7410 118th Ave., Ste. E (Tuscany Bistro Bar & Grill), with a Transfer of Agent from Peter DeBartolo to Theresa Ianni-Robinson, with no adverse recommendations. A hearing was held. The applicant did not appear. On a voice vote, motion carried with Alderperson Mathewson not present for the vote.

At this time Alderperson Mathewson returned to the meeting.

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

C.16. Renewal application of Danish Brotherhood Lodge #14, for a Class "B" Beer/"Class B" Liquor License located at 2206 63rd St. (Danish Brotherhood Lodge #14), with a Transfer of Agent from Todd Bernhardt to Peter V. Grabas, with no adverse recommendations.

C.17. Renewal application of R.P. Consulting, LLC, for a Class "B" Beer/"Class B" Liquor License located at 3216 60th St. (Lotus Sports Bar & Grill), with a Transfer of Agent from Pritesh Patel to Brandon Kehl, subject to 0 demerit points.

C.18. Renewal application of Brat Stop, Inc., for a Class "B" Beer/"Class B" Liquor License located at 12304 75th St. (Brat Stop), with a Transfer of Agent from Norma Rasmussen to Gerald Rasmussen, subject to 0 demerit points.

C.19. Renewal application of Kavalasuskas, LLC, for a Class "B" Beer/"Class B" Liquor License located at 2325 52nd St. (Spanky's Bar & Grill), with a Transfer of Agent from Rick Kavalasuskas to Kyle Kavalasuskas, subject to 0 demerit points.

C.20. Renewal application of Bindelli's Jungle, Inc., for a Class "B" Beer/"Class B" Liquor License located at 3805 22nd Ave. (Bindelli's Jungle), with a Transfer of Agent from Janet L. Fenn to Dante Bindelli, subject to 5 demerit points.

C.21. Renewal application of Bindelli's Adventure, Inc., for a Class "B" Beer/"Class B" Liquor License located at 4601 7th Ave. (Bindelli's City Zoo), with a Transfer of Agent from Janet L. Fenn to Dante Bindelli, subject to 60 demerit points.

A hearing was held. Brandon Kehl, agent of Lotus Sports Bar spoke. On a voice vote, motion carried.

C.22. It was moved by Alderperson LaMacchia, seconded by Alderperson Paff to approve renewal application of R & V Development, Inc., for a Class "B" Beer/"Class B" Liquor License located at 5513-5515 6th Ave. (Brat Stop Too), with a Transfer of Agent from Robert Huhn to Gerald Rasmussen, subject to 60 demerit points. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.23. It was moved by Alderperson LaMacchia, seconded by Alderperson Paff to approve renewal applications of Class "B" Beer/"Class B" Liquor Licenses, subject to:

- 0 demerit points:

a. Nayarit, Inc., (Isla Del Mar #4, Raul Gonzalez, Agent, 6034 22nd Ave., District 3)

b. George's Club Highview, Inc., (George's Club Highview, Danny Gervais, Agent, 5305 60th St., District 15)

c. Club Cagney's, Inc. (Baker Street Restaurant, Jenny Tricoli, Agent, 6208 Green Bay Rd., District 16)

d. David A. Zeyen, (Stoneface, 4701 8th Ave., District 5)

e. ALK, Inc., (Shenanigan's Pub & Grill, Greg Czarnecki, Agent, 2615 60th St., District 3)

f. GWK, Inc., (Shenanigan's on 52nd, Greg Czarnecki, Agent, 2427 52nd St., District 7)

g. Groby, LLC, (Gerb's Tap, Mark Gerber, Agent, 2627 63rd St., District 3)

h. Hernandez Lomeli, Inc., (Los Compadres, Argelia Hernandez, Agent, 3935 52nd St., District 11)

i. Coins Sports Bar, Inc., (Coins Sports Bar, Janet Gascoigne, Agent, 1714 52nd St., District 7)

j. Mariah's of Kenosha County, Inc., (Mariah's Neighborhood Bar, Lissa Bittens, Agent, 2724 Roosevelt Rd., District 8)

k. Texas Roadhouse Holdings, LLC, (Texas Roadhouse, Bartley Carlson, Agent, 11841 71st St., District 16)

l. Boathouse Pub & Eatery, Inc., (Boathouse Pub & Eatery, James Matzur, Agent, 4917 7th Ave., District 2)

m. Slammers Tavern, LLC, (Slammers, Claudia Murillo, Agent, 6832 24th Ave., District 8)

n. P.J. Doghouse, Inc., (Clubhouse Pub & Grille, Kevin Koprovic, Agent, 2621 30th Ave., District 5)

o. Sir Arthur's Tavern – Camelot Catering, LLC, (Sir Arthur's Beer Gardens, Christine Raymond, Agent, 3501 14th Ave., District 6)

p. Marianne Sullivan-Granger, (Sullivan's Place, 6015 75th St., District 14)

q. GNC Hook, LLC, (8-Bit, Mathai Thomas, Agent, 5301 22nd Ave., 1st Flr., District 7)

r. Highway Mike's Real Estate, LLC, (Uncle Mike's Highway Pub, David Schulte, Agent, 6611 120th Ave., District 16)

s. Captain Mike's Kenosha Tavern, LLC, (Captain Mike's Lighthouse Pub, David Schulte, Agent, 5118 6th Ave., District 2)

- 5 demerit points:

t. Schmidties Sports Bar, Inc., (Schmidties Sports Bar, Keith Schmidt, Agent, 4602 7th Ave., District 2)

u. Noe A. Jaimes, Inc., (Los Cantaritos Mexican Restaurant, Noe Jaimes, Agent, 4031 52nd St., District 11)

v. Icon Enterprises, LLC, (Club Icon, Mickey Johnson, Agent, 6305 120th Ave., District 16)

w. Jackie's Sports Den, LLC, (Denny's Sports Den, Jacky Deloria, Agent, 5521 Washington Rd., District 16)

- 20 demerit points:

x. Robert C. Karnes, (Bob's Grandview, 6929 39th Ave., District 8)

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- y. La Hacienda Restaurant, LLC, (La Hacienda Mexican Restaurant, Edgar Perez, Agent, 3823 22nd Ave., District 6)
- z. El Sarape, LLC, (El Sarape Mexican Restaurant, Edgar Perez, Agent, 5836 75th St., District 14)
- a.1. Tacos El Norte Kenosha, Inc., (Tacos El Norte, Claudia Arroyo, Agent, 3450 52nd St., District 10)
- b.1. Kathleen A. Bezotte, (Cheers, 4619 8th Ave., District 2)
- c.1. Ter-Ala Corporation, (Finney's Lounge, Teresa Groves, Agent, 2208 60th St., District 2)
- d.1. Rosaura Finley, (El Rodeo Bar, 1361 52nd St., District 2)
- e.1. Washington Park Tavern, Inc., (Stan's Place, Stanley Lecce, Agent, 1510 Washington Rd., District 6)
- f.1. Kenosha Legends, Inc., (Crystal's, Crystal Monday, Agent, 1402 52nd St., District 7)
- g.1. Flint's Inn, Inc., (Flint's Inn, Robert Verlen, Agent, 4708 22nd Ave., District 7)
- h.1. Doll's Tavern, Inc., (Doll's Tavern, Michael Teegarden, Agent, 3014 Roosevelt Rd., District 8)
- i.1. GGR, LLC, (Bull and Bear Eatery, Nicholas Gochis, Agent, 4017 80th St., District 14)
- 35 demerit points:
- j.1. CLS, Inc., (Shenanigan's Pub, Greg Czarnecki, Agent, 8303 22nd Ave., District 12)
- 40 demerit points:
- k.1. Petar Zekovic, (Pete's Place, 4520 8th Ave., District 2)
- l.1. BC Tavern of Kenosha, Inc., (Sports on Sheridan, Greg Czarnecki, Agent, 4626 Sheridan Rd., District 2)
- m.1. Skybox of Kenosha, LLC, (Sky Box Bar & Grill, Mark T. Gerber, Agent, 2901 60th St., District 3)
- n.1. Club Benes, LLC, (Club Bene's, Robert Kavalasuskas, Agent, 2827 63rd St., District 3)
- o.1. HW2 Kenosha, LLC, (Hill's Hot Rod Hideout, Hillard Wozniel, Agent, 4327 17th Ave., District 6)
- p.1. Jana L. Bonner, (Final Inning, 9048 Sheridan Rd., District 9)
- q.1. Timothy R. Dinan, (Bill's Corner Club, 3003 75th St., District 13)
- r.1. Naster, Inc., (Our Kenosha Tap, Nasser Museitif, Agent, 3221 60th St., District 3)
- s.1. The Port, LLC, (Port of Kenosha Beverage House, Craig Pias, Agent, 714 50th St., District 2)
- t.1. P.O.Y., Inc., (The Main Event, Megan Heise, Agent, 3100 14th Ave., District 6)
- u.1. The Agave Luna Azul, LLC, (The Agave Luna Azul, Jose Ochoa, Agent, 2227 60th St., District 3)
- v.1. Harp & Eagle, Ltd., (Ashling on the Lough, Greg Steffke, Agent, 125 56th St., District 2)
- w.1. Randy Westphal, (Chutes & Ladders Pub, 3812 60th St., District 11)
- x.1. Carl & Doug's Bar, LLC, (Carl & Doug's Bar, Shirley Weber, Agent, 2405 63rd St., District 3)
- y.1. Duke's Country Saloon, LLC, (Duke's Country Saloon, Dusan Matic, Agent, 2324 18th St., Ste. C, District 4)
- 55 demerit points:
- z.1. Pavle Zekovic, (Pavle's Lounge, 1724 52nd St., District 7)
- 60 demerit points:
- a.2. Aranda's Restaurant, LLC, (Aranda's Restaurant, Miriam Saucedo, Agent, 3029 52nd St., District 11)
- b.2. Mike's Kenosha Downtown Tavern, LLC, (Mike's Chicken & Donuts et al, Michael Cholak, Agent, 707 56th St., District 2)
- c.2. KRYN, Inc., (Sunnyside Club, David Hamelink, Sr., Agent, 7517 22nd Ave., District 13)
- 70 demerit points:
- d.2. American Legion Paul Herrick Post 21, (American Legion Post 21, Thomas Visintainer, Agent, 504 58th St., District 2)
- 90 demerit points:
- e.2. PJ's Entertainment, LLC, (PJ's Cabin Fever Bar & Grill, Patrick Metzger, Agent, 8249 Sheridan Rd., District 9)
- f.2. Jill's Place, Inc., (Jill's Place, Jill Rzeplinski, Agent, 1400 52nd St., District 7)
- A hearing was held. The applicants did not appear.
- C.23.1. It was then moved by Alderperson Bogdala, seconded by Alderperson Ruffolo to separate item C.23.k. On a voice vote, motion carried.
- C.23.2. It was then moved by Alderperson Kennedy, seconded by Alderperson LaMacchia to approve item C.23.k. On a voice vote, motion carried. +
- C.23.3. On a voice vote, motion carried on all other items.
- C.24. It was moved by Alderperson LaMacchia, seconded by Alderperson Juliana to approve renewal application of PH Hospitality Group, LLC (Colleen Morowski, Agent), for a Class "B" Beer/"Class C" Wine License located at 3905 52nd St. (Pizza Hut), subject to 80 demerit points. A hearing was held. The applicant did not appear. On a voice vote, motion carried.
- C.25. It was moved by Alderperson Juliana, seconded by Alderperson LaMacchia to approve application of Red Robin International, Inc. to Transfer the Agent of the Class "B" Beer/"Class B" Liquor License located at 6610 Green Bay Rd. (Red Robin America's Gourmet Burgers), from Kelley Compton to Bryan Jancich, subject to 0 demerit points. A hearing was held. The applicant did not appear. On a voice vote, motion carried.
- C.26. It was moved by Alderperson Juliana, seconded by Alderperson LaMacchia to approve application of Bindelli's Safari, Inc. to Transfer the Agent of the Class "B" Beer/"Class B" Liquor License located at 2232 Roosevelt Rd. (Bindelli's Safari), from Janet Fenn to Dante Bindelli, subject to 40 demerit points. A hearing was held. The applicant did not appear. On a voice vote, motion carried.
- C.27. It was moved by Alderperson LaMacchia, seconded by Alderperson Paff to approve application of The Noodle Shop Company - Wisconsin, Inc., for a Permanent Outdoor Extension of the Class "B" Beer/"Class C" Wine License located at 7224 118th Ave. (Noodles & Company) (with a request to waive the fence requirement), with no adverse recommendations. A hearing was held. The applicant did not

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appear. On a voice vote, motion carried.

It was moved by Alderperson Ruffolo, seconded by Alderperson Paff to approve:

C.28. Application of HW2 Kenosha, LLC., for a Temporary Outdoor Extension of the Class "B" Beer/"Class B" Liquor License located at 4327 17th Ave. (Hill's Hot Rod Hideout), on July 16, 2016, with no adverse recommendations.

C.29. 64 applications for Yearly Cabaret Licenses (2016-2017 Term), with no adverse recommendations (per the list on file in the office of the City Clerk).

C.30. Application of Downtown Kenosha, Inc., for a Public Entertainment License on May 21, 2016 (located at 58th St. between 7th and 8th Ave., for Kenosha Craft Beer Week Block Party), with no adverse recommendations.

C.31. Renewal applications for Amusement & Recreation Enterprise Licenses, with no adverse recommendations:

a. GNC Hook, LLC, (8-Bit, 5301 22nd Ave., District 7)

b. Top Dog Gaming, LLC, (Top Dog Gaming, 621 56th St., District 2)

c. Griffin Lanes, LLC, (Sheridan Lanes, 1120 80th St., District 12)

C.32. Renewal application of Brat Stop, Inc., for an Amusement & Recreation Enterprise License located at 12304 75th St. (Brat Stop), subject to 0 demerit points.

C.33. Renewal application of Coins Sports Bar, Inc., for an Amusement & Recreation Enterprise License located at 1714 52nd St. (Coins Sports Bar).

C.34. Renewal application of Robert Huhn for an Amusement & Recreation Enterprise Supervisor License located at 12304 75th St. (Brat Stop), subject to 0 demerit points.

C.35. Renewal application of Cinemark USA, Inc., for a Theatre License located at 7101 70th Court (Tinseltown Kenosha), with no adverse recommendations.

C.36. Application of Stephen Lee for a Peddler Stand located in the Eichelman Park area, to expire September 30, 2016, with no adverse recommendations.

C.37. Application of American Legion Paul Herrick Post 21 for a Temporary Outdoor Extension of the Class "B" Beer/"Class B" Liquor License on May 28 and May 29, 2016, located at 504 58th St., (American Legion Post 21), with a request to change the closing hours to midnight, with no adverse recommendations.

C.38. Application of Brother 2 Brother for a Public Entertainment License on June 4, 2016, (located at Captain Mike's, 5118 6 Avenue), with no adverse recommendations.

A hearing was held. The applicants did not appear. On voice vote, motion carried with Alderperson Wilson abstaining from item C.29.36 due to a conflict of interest and Alderperson Gordon abstaining from item C.29.4 & C.29.44 due to a conflict of interest.

D. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS

E. ORDINANCES 1ST READING

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

E.1. Ordinance By Committee on Public Safety and Welfare - To Amend Section 7.12 B (of the Code of General Ordinances) to Include an All Way Stop at the Intersection of 26th Avenue and 73rd Street.

E.2. Ordinance By Committee on Public Safety and Welfare - To Amend Section 7.12 C (of the Code of General Ordinances) Entitled, "Stop Streets" by Adding a Southbound Stop Sign at the Intersection of 25th Avenue and 69th Street.

E.3. Ordinance by the Mayor - To Annex 0.795 acres of land, more or less, located North of County Trunk Highway N and West of 128th Avenue from the Town of Paris to the City of Kenosha (Route 142, LLC/#4).

E.4. Ordinance by the Mayor - To Repeal and Recreate Subsection 16.02 A. "Definitions" and Subsection 16.17 "Exterior Premises" (of the Code of General Ordinances for the City of Kenosha).

On a voice vote, motion carried.

F. ZONING ORDINANCES 1ST READING

G. ORDINANCES 2ND READING

H. ZONING ORDINANCES 2ND READING

I. RESOLUTIONS

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

I.1. It was moved by Alderperson Juliana, seconded by Alderperson Kennedy, to approve Resolutions 62-16 through 63-16. A hearing was held. No one spoke. On roll call vote, motion carried unanimously and said resolutions were thereupon approved:

Resolutions by the Committee on Finance – Resolutions to Levy Special Charges Upon Various Parcels of Property (Located in the City per List on File in the Office of the City Clerk):

Resolution 62-16 - Boarding and Securing - \$1,680.00

Resolution 63-16 - Property Maintenance Reinspection Fees - \$4,568.00

Adopted: May 16, 2016

I.2. - I.3. It was moved by Alderperson Juliana, seconded by Alderperson Paff, to approve the Resolutions 64-16 through 65-16. A public hearing was held. No one spoke. On roll call vote, motion carried

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unanimously and said resolutions were thereupon approved:

Resolution 64-16

by the Committee on Public Works – Resolution To Order the Cost of Public Sidewalk and/or Driveway Approach Construction and/or Replacement to be Specially Assessed to Abutting Property for Project 16-1208 Sidewalk & Curb/Gutter Program (Citywide Locations).

Adopted: May 16, 2016

Resolution 65-16

By Alderperson Dave Paff, Co-Sponsors: Alderperson Jack Rose, Alderperson Keith W. Rosenberg - Resolution To Recognize Bike To Work Week.

Adopted: May 16, 2016

I.4. It was moved by Alderperson Bogdala, seconded by Alderperson Mathewson to approve Resolution 66-16.

I.4.1. It was then moved by Alderperson Mathewson, seconded by Alderperson Bogdala to open to a public hearing. On a voice vote, motion carried. 5 citizens spoke: Jerry Gibson, Julie Zachman, Justin Manning, Scott Daley, and Adam Gonzalez. There was some discussion.

I.4.2. It was then moved by Alderperson Michalski, seconded by Alderperson LaMacchia to refer the item to the Parks Commission. On roll call vote, motion failed (5-10) with Alderpersons Gordon, Wilson, Michalski, LaMacchia, and Juliana voting aye.

On roll call vote, motion to approve the resolution carried unanimously and said resolution was thereupon approved:

Resolution 66-16

By Alderperson Kevin E. Mathewson; Co-Sponsor- Alderperson Mitchell H. Pedersen - Resolution To Urge the Board of Park Commissioners of the City of Kenosha, Wisconsin, To Accept Donation of Service and Material from Kenosha Lowes Home Improvement Store for the Improvement of Lincoln Park.

Adopted: May 16, 2016

J. APPOINTMENTS/REAPPOINTMENTS BY THE MAYOR

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

J.1. Appointment of Estelena Cooksey (4307 Harrison Road, Kenosha) to the Museum Board for a term which will expire May 1, 2019.

J.2. Appointment of Christine Pratt (KUSD representative) (8210-61st Avenue, Kenosha) to the Museum Board for a term which will expire May 1, 2019.

J.3. Reappointment of Alan Goldsmith (324A-55th Street, Kenosha) to the Museum Board for a term which will expire May 1, 2019.

J.4. Reappointment of Alderperson Jan Michalski (416-71st Street, Kenosha) to the Museum Board for a term which will expire May 1, 2018.

J.5. Appointment of Alderperson Daniel L. Prozanski Jr. (4429-88th Place, Kenosha) to the City Plan Commission as the Common Council President's designee.

J.6. Appointment of Lydia Spottswood (6903-2nd Avenue, Kenosha) to the City Plan Commission for a term to expire May 1, 2019.

J.7. Appointment of Scott Haraty (7105-96th Avenue, Kenosha) to the City Plan Commission, HOME Program Commission, and Community Development Block Grant Committee, for terms to expire May 1, 2019.

J.8. Reappointment to the HOME Program Commission and Community Development Block Grant Committee, for terms to expire May 1, 2018:

a. Alderperson Anthony Kennedy (4223-29th Avenue, Kenosha)

b. Alderperson Curt Wilson (7525-28th Avenue, Kenosha)

J.9. Reappointment to the Historic Preservation Commission for a term to expire June 1, 2019:

a. Susan M. Dyke O'Day (8715-36th Avenue, Kenosha)

b. Christopher M. Naumann (6919-53rd Street, Kenosha)

On roll call vote, motion carried unanimously with Alderperson Michalski abstaining from item J.4. and Alderperson Wilson abstaining from item J.8.

K. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

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

K.1. Award of Contract for Project 16-1208 Sidewalk & Curb/Gutter Program (Citywide Locations) to A.W. Oakes & Son, Inc. (Racine, Wisconsin) in the amount of \$695,000.00.

On roll call vote, motion carried unanimously.

L. OTHER CONTRACTS AND AGREEMENTS

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

L.1. Award of Contract for CIP Project LI-15-003 Library Automation to Bibliotheca LLC (Norcross, GA) in the amount of \$184,663.50.

L.2. Approve Lease Termination Agreement between the City of Kenosha, Wisconsin, and RG Aviation, LLC #10420.

L.3. Approve Lease Termination Agreement between the City of Kenosha, Wisconsin, and Johnson Bank #9500.

L.4. Approve Termination of Landlord's Agreement between the City of Kenosha, Wisconsin, and Johnson

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
May 16, 2016**

John M. Antaramian, Mayor

Debra L. Salas, City Clerk

Bank #9500.

L.5. Approve Lease Agreement between the City of Kenosha, Wisconsin, and Windsock & Beacon, LLC #10420.

L.6. Approve Lease Agreement between the City of Kenosha, Wisconsin and Hangar 9500, LLC #9500.

L.7. Settlement Agreement between Lowe's Home Centers, LLC and the City of Kenosha regarding Kenosha County Circuit Court Case No. 15-CV-1098.

On roll call vote, motion carried unanimously.

M. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

M.1. It was moved by Alderperson Gordon, seconded by Alderperson Juliana, to concur with the recommendation of the Finance Committee and deny request from Toni Oseman to Refund a Penalty Fee in the Amount of \$720.00 for Failure to Obtain a Business Occupancy Permit for "Scentsational Stuff" at 4923 60th Street (Parcel #02-122-02-203-005):

M.1.1. It was then moved by Alderperson Mathewson, seconded by Alderperson Rose to open the item to a Public Hearing. Anthony Nudo and Toni Oseman spoke.

M.1.2. It was then moved by Alderperson Kennedy, seconded by Alderperson LaMacchia to reduce the penalty fee to \$360.00. There was much discussion. On roll call vote, motion carried (11-4) with Alderpersons Gordon, Pedersen, Wilson, and Juliana voting nay.

M.2. It was moved by Alderperson Mathewson, seconded by Alderperson Juliana to concur with the recommendation of the Finance Committee and defer for two weeks the request from Teresa Deer to Refund a Penalty Fee in the Amount of \$720.00 for Failure to Obtain a Business Occupancy Permit for "Neuropsychological Consultants, Inc." at 5027 Green Bay Road (Parcel #08-222-34-176-032). A hearing was held. No one spoke. On a voice vote, motion carried.

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

M.3. Award of Contract for Official City Newspaper to the Kenosha News for the Period of June 1, 2016 through May 31, 2017.

M.4. Disbursement Record #8 - \$4,006,055.72.

On roll call vote, motion carried unanimously.

N. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

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

N.1. Sidewalk Rates for 2016.

N.2. Application/Permit for Connection to State Trunk Highway Future 128th Avenue to Wisconsin Hwy 142.

N.3. Application/Permit to Work on Highway Right-Of-Way for Traffic Signal at Hwy 142 & I-94 Northbound off ramp.

N.4. Three Party Design Engineering Services Contract between the Wisconsin Department of Transportation, City of Kenosha (Municipality) and EMCS, Inc. (Consultant) for Project ID 3240-09-00 Sheridan Road 50th Street to 7th Avenue, STH 32, Kenosha County.

On roll call vote, motion carried unanimously.

O. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC SAFETY & WELFARE

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

ADJOURNMENT

There being no further business to come before the Common Council, it was moved by Alderperson Michalski, seconded by Alderperson LaMacchia, to adjourn at 9:20 p.m.

On a voice vote, motion carried.

Approved:

**JOHN M. ANTARAMIAN
MAYOR**

Attest:

**DEBRA L. SALAS
CITY CLERK-TREASURER
May 16, 2016**

B.1.	June 6, 2016		BARTENDERS	NO ADVERSE	RENEWAL
a.	First Name	Last Name	Address	Business Name	
1	Brandon	Bardwell	6914 36 th Ave Lower	Mike's Chicken & Donuts	Yes
2	Lea	Bednar	9628 Burlington Rd	Interlude II Bar + Grill	Yes
3	Kathie	Berndt	3708 17 th Ave	VFW	Yes
4	Jayne	Bianco	4336 45 th Ave	Brat Stop	Yes
5	Justine	Bloxdorf	916 72 nd St	Fec's Place	Yes
6	Meagan	Bloxdorf	916 72 nd St	Dolls Tavern	Yes
7	Deborah	Botsch	7002 27 th Ave	Final Inning	Yes
8	Christina	Boyle	1646 State St #2 – Racine, WI	Mike's Chicken & Donuts	Yes
9	Elaine	Bradbury	7804 42 nd Ave		Yes
10	Samantha	Brothen	4110 7 th Ave		Yes
11	Thomas	Broughman	2401 18 th St #34	Crystal's	Yes
12	Pamela	Burt	5015 29 th Ave	Brat Stop	Yes
13	Sara	Buskirk	1363 30 th Ave	Piggly Wiggly	Yes
14	Candice	Carpenter	3802 60 th Pl	Kwik Trip	Yes
15	Darian	Castillo	N2452 Crispus Attucks Dr – Burlington, WI	Aldi	Yes
16	Mary	Castillo	9103 Old Green Bay Rd, Pleasant Prairie, WI	Meijer	Yes
17	Cynthia	Cerminara-Heg	3221 30 th St.	Stein BP	Yes
18	Kellie	Chandler	1324 40 th Ave	Rutz Puzzle House	Yes
19	Elizabeth	Cis	1422 25 th St.	Tobacco Outlet Plus	Yes
20	Amanda	Clark	1604 35 th St	Brat Stop	No
21	Jane	Clark	603 66 th St.	Southport Mobil	No
22	Gloria	Cleveland-Granville	8430 20 th Ave	Meijer	Yes
23	Taylor	Cofield	3916 Washington Rd #215	The Clubhouse	Yes
24	Angela	Cook	6709 7 th Ave	TG's Restaurant	Yes
25	Alexander	Cousineau	4118 Northwestern Ave – Racine, WI	HuHot	No
26	Tammy	Covelli	8244 25 th Ct	Clay's Tap	Yes
27	Nello	Cristiano	1451 30 th Ave	Crystal's	Yes
28	Jeffrey	Cursi	3512 14 th Ave	Stein BP	Yes
29	Jessica	Daniels	1304 69 th St Lower	Guttormsen Rec Center	Yes
30	Frank	DeBartolo	1039 27 th Ct	Frankie D's	Yes
31	John	Delany	7554 28 th Ave	Uncle Mike's	Yes
32	Kelly	Delaney	6303 37 th Ave	Mariah's	Yes
33	Sandra	Dibble	2013 50 th St	Interlude	Yes
34	Barry	Domes	10105 32 nd Ave		Yes
35	Danielle	Dorau	7802 31 st Ave	Flint's Inn	Yes
36	Victoria	Eckert	4530 40 th Ave	Piggly Wiggly	Yes
37	Susanna	Elrod	2402 24 th ave	DeRango's	Yes
38	Joseph	Esposito	904 Berkley Dr – Racine, WI	Kwik Trip	Yes
39	Christopher	Falbo	1176 Mulberry Lane- Union Grove	Jeddy's Bar	No
40	Joseph	Falcone	2803 27 th St	Tobacco Outlet Plus	Yes
41	Cynthia	Farmer	6930 13 th Ave	UAW Hall	Yes
42	Louis	Ferraro	1219 42 nd Ave	Walgreens	Yes
43	Dana	Fischer	607 Colony – McHenry, IL	Meijer	Yes
44	Kyle	Fonk	1938 17 th Ave	Bencs	Yes
45	Jane	Freitag	4233 Harding Rd	CVS	Yes

46	Deborah	Frye-Pope	2112 57 th St.	Crystal's	Yes
47	Justina	Fuhrer	2603 17 th Ave	Walgreen's	Yes
48	Chelsea	Funk	24911 69 th St	Stein BP	Yes
49	Michael	Gallo	8433 66 th Ct	Walgreen's	Yes
50	Johanna	Galvan	4811 20 th Ave	El Sarape	Yes
51	Timothy	Gascoigne	10555 88 th Pl	Coin's	Yes
52	Austin	Gaugert	N3121 Center St – Lake Geneva, WI	The Club at Strawberry Creek	No
53	Hanni	Gould	5518 65 th Pl	Circa On Seventh	Yes
54	Vikki	Graf	8014 East St – Spring Grove, IL	Meijer	Yes
55	Cody	Griffin	8202 57 th Ave	Sheridan Lanes	Yes
56	Jason	Griffin	8338 23 rd Ave	Sheridan Lanes	Yes
57	Karen	Griffin	8335 57 th Ave	Sheridan Lanes	Yes
58	Kelli	Griffin	7721 19 th Ave	The Swedish American Club	No
59	Madeline	Gronset	3 Big Oaks Rd – Trout Valley, IL		No
60	Michael	Gustin	4309 Harrison Rd	Brat Stop	Yes
61	Tonya	Hall	2823 Carpenter Ave – Racine, WI	Kwik Trip	Yes
62	Stephanie	Hamilton	3901 16 th St- Racine, WI		No
63	Melissa	Hansler	1727 41 st Pl	Gerb's Tap	Yes
64	Daniel	Harris	2031 80 th Pl	Sheridan Lanes	Yes
65	Kara	Hartman	3330 56 th Ave	Boathouse	No
66	Larry	Hartung	6915 67 th St. #101	Shenanigan's	Yes
67	Susan	Heinisch	4006 6 th Ave	Tobacco Outlet Plus	Yes
68	Lisa	Henthorn	4325 12st	American Leagion	Yes
69	Mary	Hines	2127 30 th St	Moose Lodge	Yes
70	Thomas	Hinz	5802 Pershing Blvd	Walgreens	Yes
71	Heather	Hoersten	8412 12 th St-Somers, Wi	Infusinos	Yes
72	Kenneth	Holm Jr	3701 15 th St #2D	Walgreen's	Yes
73	Louise	Hudson	6621 22 nd Ave Upper	Bill's Corner Club	Yes
74	Zandra	Hughes	6402 51 st Ave	The Port	Yes
75	Gary	Ianni	3915 10 th Ave	Gerolmo's	Yes
76	Sarah	Ippolito	821 Blue Spruce Ct Lindenhurst, IL	Rutz Puzzle House	Yes
77	Cindy	Jacob	3701 11 th Ave	52 nd St. Quick Stop	Yes
78	Mark	Jarvis	6123 72 nd St	Tenuta's Italian Restaurant	Yes
79	Heather	Jenson	844 65 th St.	Our Kenosha Tap	Yes
80	Kathleen	Jewell	1015 114 th St	Piggly Wiggly	Yes
81	Camron	Johnson	4516 88 th St	Kenosha Kingfish	No
82	Elena	Johnson	2624 26 th St	Walgreen's	Yes
83	Adam	Kaprelian	3558 108 th St	Dickey's BBQ	Yes
84	Harley	Karaway	2017 24 th St	South Port Pantry	Yes
85	Jandel	Kelly	43382 N. Kilbourne Rd – Russell, IL	Kaiser's	Yes
86	Christopher	Kless	822 46 th St #3	Tobacco Outlet Plus	Yes
87	Margaret	Klopstein	2320 71 st St	Captain Mike's	Yes
88	Amber	Koerner	8200 75 th St	Rat Race Lounge	Yes
89	Michelle	Kolkosky	143 E. Pine Hollow Lane – Oak Creek, WI	Kwik Trip	Yes
90	Julie	Krusa-Shepperd	4732 93 rd St	Italian American Club	Yes
91	Kurian	Kuply	1413 Huntington Dr Glenview, IL	American Liquor	No
92	Despina	LaBlanc	1747 Birch Rd #5	Kwik Trip	Yes
93	Matthew	Lees	1827 33 rd St	The Main Event	Yes

94	Pamela	Leonard	5206 65 th Place	Kenosha Kingfish	No
95	Jennifer	Llanas	10908 269 th Ave Trevor, WI	Parkway Chateau	Yes
96	Jessica	Lloyd	4113 Olive St – Racine, WI	Piggly Wiggly	Yes
97	Sarah	Lucci	200 22 nd Ave	Scotty's Tavern	Yes
98	Joe	Lukaszewicz	6909 55 th St.	Kwik Trip	Yes
99	Nicholas	Macaluso	7935 39 th Ave	Buffalo Wild Wings	Yes
100	Kyle	Mack	6339 8 th Ave #3	Wilkomm's Mobil	No
101	Denise	Maegaard	820 37 th St	Italian American Club	Yes
102	Riaz	Mailk	2910 31 st St- Zion, IL	American Liquor	No
103	Lynn	Marlow-Hagen	1710 43 rd st		Yes
104	Shawn	Martens	4118 124 th St	Stein BP	Yes
105	Diana	Martin	39082 Welsh Lane-Beach Park, IL	Walgreen's	Yes
106	Kaylin	Mathiesen	11364 Lakeshore Dr, Pleasant Prairie		No
107	William	Matrise	910 76 th St	Gerb's Tap	Yes
108	Diana	Medina	1532 35 th Ave #1B	El Sarape	Yes
109	Keith	Meyer	8483 Northview Dr – Pl. Prairie, WI	Circa On Seventh	Yes
110	Patricia	Michael	9612 4 th Ave	Fireside	Yes
111	Cassandra	Miller	3531 28 th St	Kwik Trip	Yes
112	Kirstahn	Mitchell	2615 60 th St Upper	Slammer's Tavern	Yes
113	Christina	Montney	5216 19 th Ave		No
114	Ann	Morelli	7733 3 rd Ave	Southport Pantry	Yes
115	Thomas	Morelli	7733 3rd Ave	Southport Pantry	No
116	Lea	Morelos	603 Washington Rd	Spanky's	Yes
117	Tori	Mosley	5215 58 th Ave #23	Wilkomm's Mobil	Yes
118	Keri	Nance	4707 10 th Ave Upper	Noodles & Co.	Yes
119	Elisa	Ortiz	28836 Silver Road - Salem WI	TBD / Flint's Inn	Yes
120	Susan	Palmen	5017 Old Green Bay Rd	Boathouse	Yes
121	June	Parker	423 44 th St #4	Piggly Wiggly	No
122	Mahendra	Patel	3726 Canada Goose Crossing – Racine, WI	BP Express	Yes
123	Mari	Pavelich	1507 75 th St	Kenosha Kingfish	No
124	Gordon	Peterson	2104 74 th St		Yes
125	Robert	Pieroni	22424 Salem Rd		Yes
126	Danielle	Price	8805 42 nd Ave	Walgreen's	Yes
127	JoAnna	Pues	3822 25 th St	Flint's Inn	Yes
128	Gerald	Pynaker	3508 27 th St	Kwik Trip	Yes
129	Lisa	Quick	2001 60 th St	Jill's Place	Yes
130	Colin	Robin	5631 70 th St #104C	Dickey's BBQ	Yes
131	Bonnie	Roessler	7801 88 th Ave	Piggly Wiggly	Yes
132	Sherry	Rojas	4420 19 th Ave	Walgreen's	Yes
133	Patricia	Rossi	4109 7 th ave	Mariah's	Yes
134	Amy	Rusecki	8057 Sheridan Rd	Bourbon Legends	Yes
135	Sherry	Russo	5610 Pershing Blvd	Mariah's	Yes
136	Timothy	Sandt	7002 40 th Ave		Yes
137	Jason	Savatski	1185 Spyglass Ct. - Twin Lakes, WI	Piggly Wiggly	Yes
138	Sydney	Schatz	37825 N. Orchard Rd – Beach Park, IL	Texas Roadhouse	Yes
139	Heidi	Schmidt	6301 40 th Ave	Bob's Grandview	Yes
140	Robert	Schmidt	6315 247 th Ave – Salem, WI	Walgreen's	Yes
141	Lissa	Schmitz	10509 50 th Ave	Bob's Grandview	Yes

142	Max	Schrader	2307 89 th St	Brat Stop	Yes
143	Samuel	Schwalm	6324 10 th Ave	TG's	Yes
144	Paul	Scott	3007 85 th St #3	Ron's Place	Yes
145	Kirsten	Sergerstrom	4507 7 th Ave #1	Hatrix	Yes
146	Michelle	Shatkins	9024 39 th Ave		Yes
147	Renee	Shingara	4600 17 th Ave	Ron's Place	Yes
148	Ravinder	Sidhu	6309 103 rd Ave	Citgo	Yes
149	Ronald	Sieler	8701 Antioch Rd #10G – Salem, WI	Kwik Trip	Yes
150	Tracy	Sims	2001 60 th St #4	Gerb's Tap	Yes
151	Rebecca	Smith	6001 55 th St #102	Sunset Grille	Yes
152	Taylor	Smith	3711 60 th St Lower	Meijer	No
153	Ricardo	Snovel	1442 Main St #202 – Racine, WI		No
154	Amy	Spratling	1202 75 th St	Walgreen's	Yes
155	Alixandra	Stangas	7743 7 th Ave	Southport Pantry	Yes
156	Michelle	Statema	1623 15 th Ave #10	Our Kenosha Tap	Yes
157	Benjamin	Stieber	8930 Sheridan Rd Apt 19	Meijer	Yes
158	Tyler	Stokes	4420 116 th St Pleasant Prairie WI	Saddlehorns Saloon LLC	No
159	Rebecca	Stolfi	3320 124 th St	Rustic Road	Yes
160	Holly	Strickland	7535 35 th Ave	Piggly Wiggly	No
161	Alexis	Tartaglio	6534 N. Villa Makana Dr	Sunnyside Club	No
162	Stace	Tenuta	1728 18 th Ave	Benes	Yes
163	Scott	Thomas	3317 Monarch Dr	Meijer	Yes
164	Melissa	Thompson	4904 42 nd Ave	Piggly Wiggly	No
165	Steven	Thompson	1515 24 th Ave #12	Mike's Chicken & Donuts	No
166	Kaya	Tollas	7728 2 nd Ave		No
167	Emily	Tortoriello	2117 50 th St	Scotty's Tavern	Yes
168	Mark	Totts	1021 42 nd St	Waterfront Warehouse	Yes
169	Christina	Vivero	1870 Sheridan Rd #16	Piggly Wiggly	Yes
170	Ryan	Vojtisef	9350 38 th Ave	Mike's Chicken & Donuts	No
171	Chad	Wagner	6115 243 rd Ct – Salem, WI		No
172	Jill	Walker	6700 144 th Ave	Walgreen's	Yes
173	Daniel	Wampole	6109 Biscayne Ave – Racine, WI	Hill's Hot Rod Hideout	No
174	Patricia	Watson	N12050 Bluebird Tr – Trego, WI	Brat Stop	Yes
175	Jessica	Weber	1407 30 th Ave #203	Casa Capri	Yes
176	Shaun	Whatley	7526 10 th Ave	Walgreen's	Yes
177	Amanda	Wilkinson	1001 44 th St	Captain Mike's	Yes
178	Shannon	Willems	4032 16 th Ave	Sports Plaza Mobil	Yes
179	Anne	Williamson	7732 15 th Ave	Clay's Tap	Yes
180	Nadine	Willis	2065 W. Skyhawk Ave #305 – Waukegan, IL	Festival Foods	Yes
181	Gerald	Woods	407 Chatham Cove – Winthrop Harbor, IL	Kenosha Kingfish	Yes
182	Andrew	Yoakum	5011 33 rd Ave	Piggly Wiggly	Yes
183	John	Zenzola	8852 106 th Ave Pleasant Prairie, WI	House of Gerhard	Yes
184	Colleen	Zuchowski	5411 31 st Ave	DeRango's	Yes
	TOTAL =	184			

b.	SUCCESSOR OF AGENT			
	First Name	Last Name	Address	Business Name

	TOTAL =	0		
c.			TEMPORARY CLASS “B” BEER	
	Event Date	Organization Name	Location of Event	Event
			TEMPORARY CLASS “CLASS B” WINE	
	Event Date	Organization Name	Location of Event	Event
			TEMPORARY CLASS “B” BEER & “CLASS B” WINE	
	Event Date	Organization Name	Location of Event	Event
1	06/25/16	Boys & Girls Club of Kenosha	Celebration Place	Border War Beer Fest
2	7/7-10/16	Rotary Club of Kenosha West	Lincoln Park	Kenosha Rotary West Softball Tournament
3	8/5-7/16	St. Peter’s Catholic Church	2224 30 th Ave	Parish Family Festival
4	8/26-27/16	Kenosha Area Chamber of Commerce Foundation	Celebration Place	Grill Games
	TOTAL =	4		
d.			TAXI DRIVERS	
	First Name	Last Name	Address	Business Name
	TOTAL =	0		

**Amendment to the Conditional Use Permit for a 3000-seat stadium to be located at 8730 22nd Avenue.
(KUSD/Ameche Field) (District 9) PUBLIC HEARING**

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Aldersperson Rosenberg, District 9, has been notified. This item will also be reviewed by the Parks Commission before final review by the Common Council.

LOCATION AND ANALYSIS:

Site: 8730 22nd Avenue (Anderson Park)
Zoned: IP Institutional Park

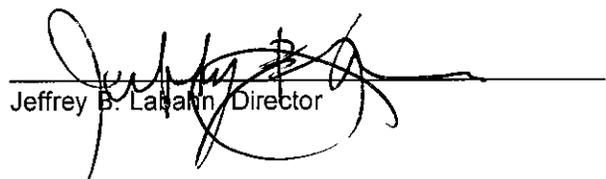
1. On February 1, 2016, the Common Council approved plans for a renovated stadium in Anderson Park (Ameche Field). All of the Conditions of Approval were addressed by the applicant and a Building Permit has been issued. The site is currently under construction.
2. On May 2, 2016, the Common Council approved a Zoning Ordinance Amendment that was recommended for approval by the City Plan Commission on April 7, 2016. The Zoning Ordinance Amendment allows for the use of architectural metal panels on commercially and institutionally used buildings.
3. The applicant is requesting an Amendment to their approved plans. The stadium plans originally approved by the Common Council included a metal panel covered with stucco on the bleachers. The Conditional Use Permit Amendment request is to use an architectural metal panel (without stucco) on the bleachers. This is acceptable under the revised Ordinance if approved by the review authority, which is the Common Council.
4. The applicant is also requesting to amend the materials and design of the softball field press box. The approved plan was for a decorative concrete block and metal panel with stucco building and a relatively flat roof. The proposed Amendment would make the entire building exterior decorative concrete block and include a pitched, shingled roof. Similar Amendment requests were made for Bullen Middle School and Tremper High School and were approved by the City Plan Commission.

RECOMMENDATION:

A recommendation is made to approve the Conditional Use Permit Amendment, subject to the original Conditions of Approval.



Brian Wilke, Development Coordinator



Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/ICPC/2016/MAY 19/Staff-cupAmnd-Ameche.doc



Partners in Design
ARCHITECTS

**Partners in Design
Architects, Inc.**

W I S C O N S I N
600 Fifty Second Street
Suite 220
Kenosha, WI 53140
voice: 262.652.2800
fax: 262.652.2812

I L L I N O I S
2610 Lake Cook Road
Suite 280
Riverwoods, IL 60015
voice: 847.940.0300
fax: 847.940.1045

January 22, 2016

Mr. Brian Wilke
Development Coordinator
City of Kenosha
625 52nd Street
Room 302
Kenosha, WI 53140

RE: KUSD Outdoor Sports Facilities Project
Architectural Metal Panels

Mr. Wilke,

This letter is to inform you that the architectural metal panels that will be used on both the Bradford and Ameche grandstands will comply with amended section 14.07 B.10 of the zoning ordinance. Both grandstands were submitted to plan commission initially with a product that complies with the amended zoning ordinance. Samples of the product were also submitted as part of plan commission review.

Additionally, Bradford's Team Building will be receiving a similar architectural metal panel product, also in compliance with the amended zoning ordinance. Although shown on the initial plan commission submittal, it was not noted on the originally submitted drawing. Enclosed is the drawing with the architectural metal panel locations noted for clarification.

Finally, the Ameche Field Varsity Softball Pressbox design has since been revised from the initial plan commission submittal. Originally submitted as a half masonry, half metal panel clad structure, we now propose full masonry and a hip roof resembling the press boxes approved for the other sites. Enclosed is the updated drawing for your review. Please do not hesitate to contact me with any questions or concerns.

Sincerely,

Michael Risselada, AIA

www.pidarchitects.com

**Development Review Application
City of Kenosha, Wisconsin**

MAILING INFORMATION

NAME OF PROJECT: AMECHE FIELD RENOVATION

Check one (1) of the following boxes to indicate the recipient of all correspondence:

Name and Address of Applicant (Please print):
KENOSHA UNIFIED SCHOOL DISTRICT Phone: (262) 359-6331
PAT FINNEMORE Fax: (262) 359-7500
3600 52 STREET E-Mail: pfinnemo@kUSD.edu
KENOSHA, WI 53144

Name and Address of Architect/Engineer (Please print):
PARTNERS IN DESIGN ARCHITECTS INC Phone: (262) 652-2800
MARK MOLINARO JR Fax: _____
600 52 STREET SUITE 220 E-Mail: markm@pidarchitects.com
KENOSHA, WI 53140

Name and Address of Property Owner (if other than applicant)(Please print):
CITY OF KENOSHA Phone: _____
 _____ Fax: _____
 _____ E-Mail: _____

PROJECT LOCATION

Location of Development (street address and / or parcel number): 8730 22 AVENUE

TYPE OF LAND DEVELOPMENT

Check all that apply. Note: Additional information may be required within individual Sections.

<input type="checkbox"/>	Certified Survey Map	Section 1	Page 3
<input type="checkbox"/>	Concept Review (Land Division)	Section 2	Page 4
<input type="checkbox"/>	Concept Review (Multi-Family Residential or Non-Residential)	Section 3	Page 5
<input checked="" type="checkbox"/>	Conditional Use Permit	Section 4	Pages 6 & 7
<input type="checkbox"/>	Developer's Agreement	Section 5	Page 8
<input type="checkbox"/>	Final Plat	Section 6	Pages 9 & 10
<input type="checkbox"/>	Lot Line Adjustment Survey	Section 7	Page 11
<input type="checkbox"/>	Preliminary Plat	Section 8	Pages 12 & 13
<input type="checkbox"/>	Rezoning	Section 9	Pages 14 & 15
<input type="checkbox"/>	Site Plan Review	Section 10	Pages 16 & 17

**PRIOR TO SUBMITTING THIS APPLICATION TO THE DEPARTMENT OF CITY DEVELOPMENT,
PLEASE REVIEW THE APPROPRIATE SECTION(S) FOR FEES, REQUIREMENTS AND APPROPRIATE APPENDICES.**

*Submit this cover page, completed application, applicable section(s) and appendices
along with ALL required plans, information and fees to:*

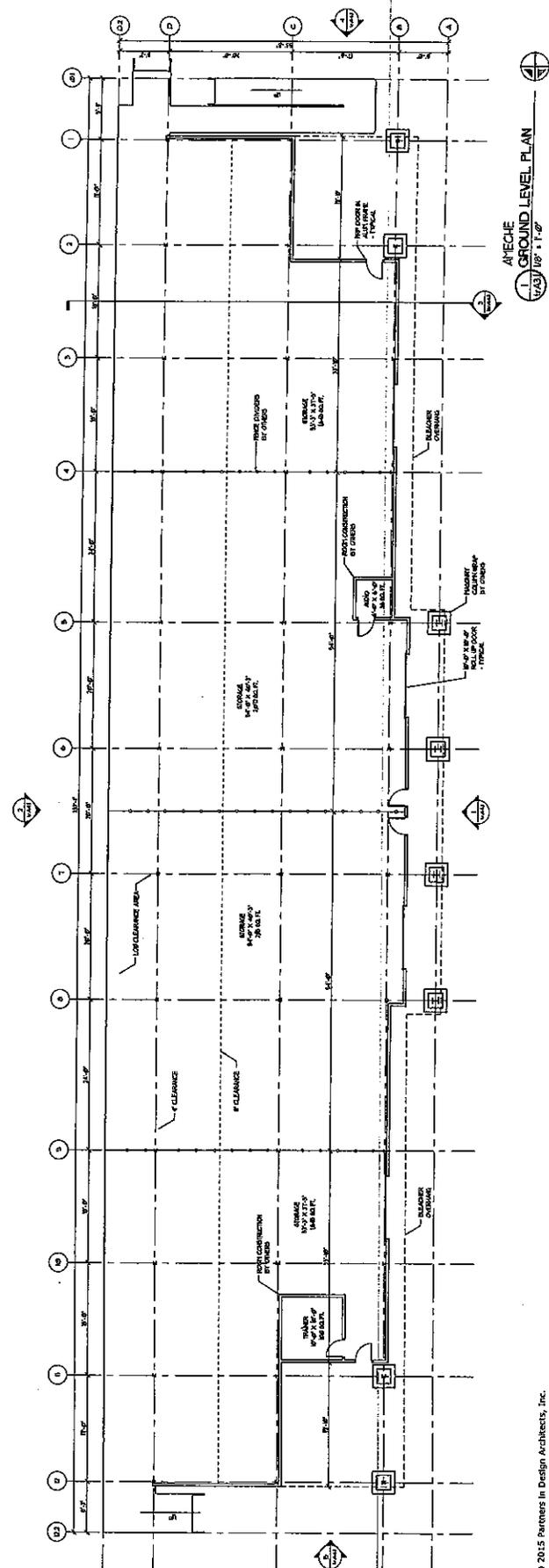
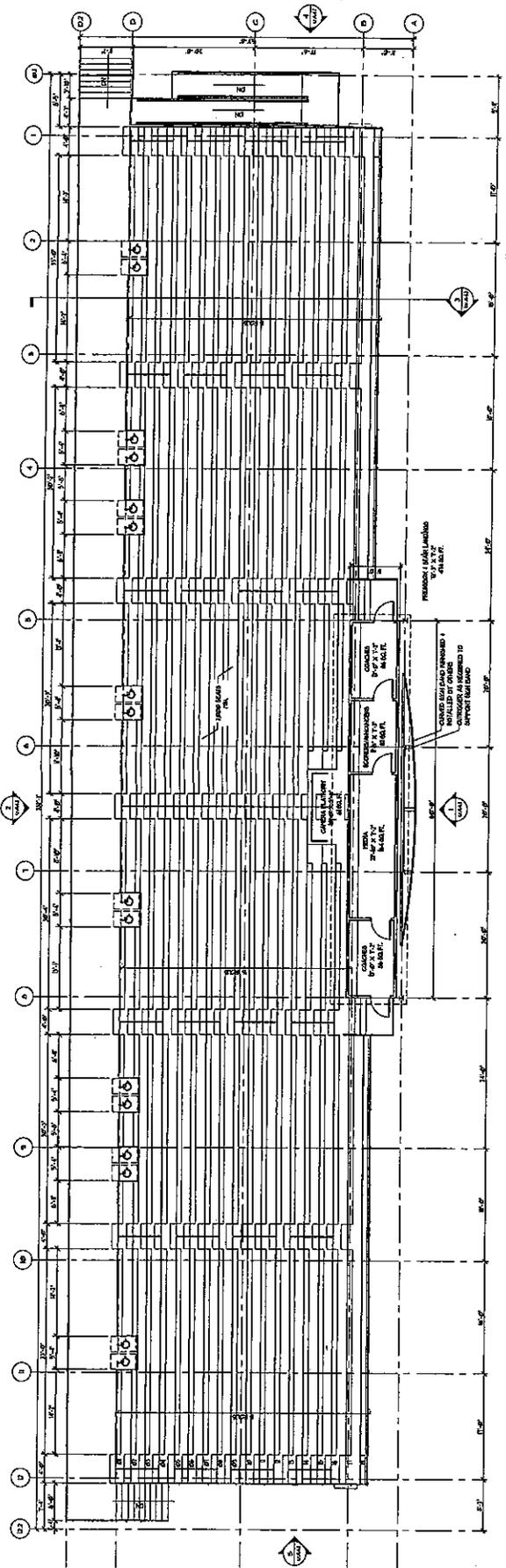
Department of Community Development & Inspections
 Planning Division
 625 52nd Street, Room 308
 Kenosha, WI 53140

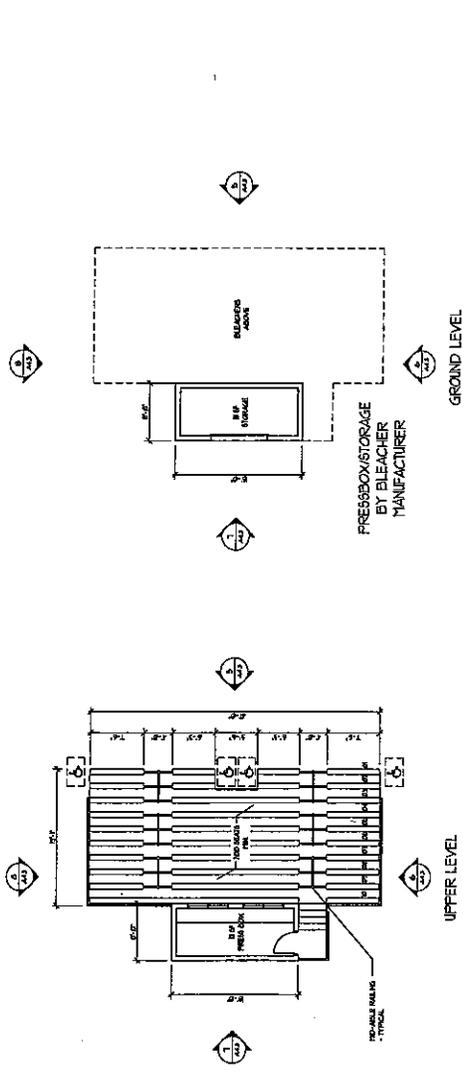
Phone: 262.653.4030
 Fax: 262.653.4045

Office Hours:
 M - F 8:00 am - 4:30 pm

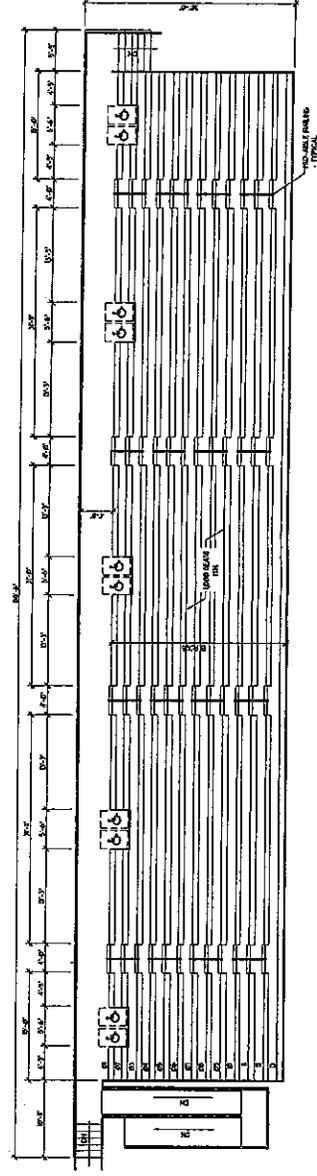
**SECTION 4
CONDITIONAL USE PERMIT**

Additional Information Required:	Building or Addition Square Footage: <u>16,769 S.F. - SEE ATTACHED</u>																						
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	Site Size: <u>8.74 ACRES</u>																						
	Current # of Employees _____ Anticipated # of New Employees _____																						
Anticipated Value of Improvements _____																							
Submittal Requirements:	<ul style="list-style-type: none"> ➤ Ten (10) full size scaled copies of Specified Plans indicated below drawn at a standard engineering scale ➤ Developer Site Plan/Conditional Use Permit Checklist (Appendix A) 																						
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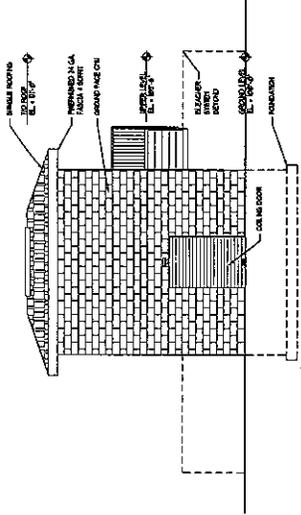




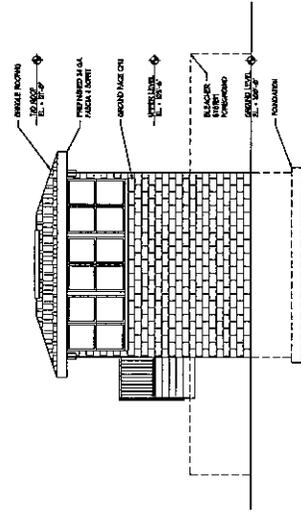
A/E/C/H/E
 3 VARSITY SOFTBALL, PRESSBOX & BLEACHERS
 CONSTRUCTION I
 1/8" = 1'-0"
 1/8" = 1'-0"



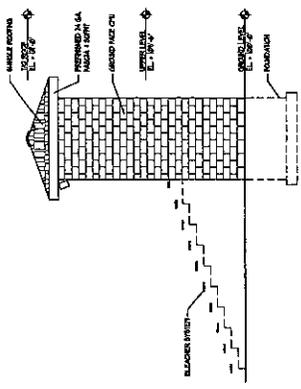
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 1/8" = 1'-0"
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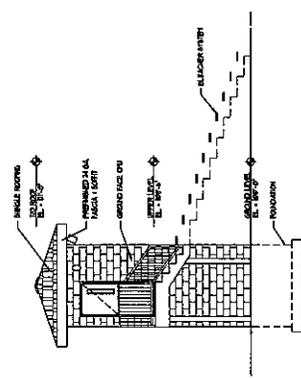
APECHE FIELD VARSITY SOFTBALL PRESSBOX
 SOUTH ELEVATION
 3/16" = 1'-0"



APECHE FIELD VARSITY SOFTBALL PRESSBOX
 NORTH ELEVATION
 3/16" = 1'-0"

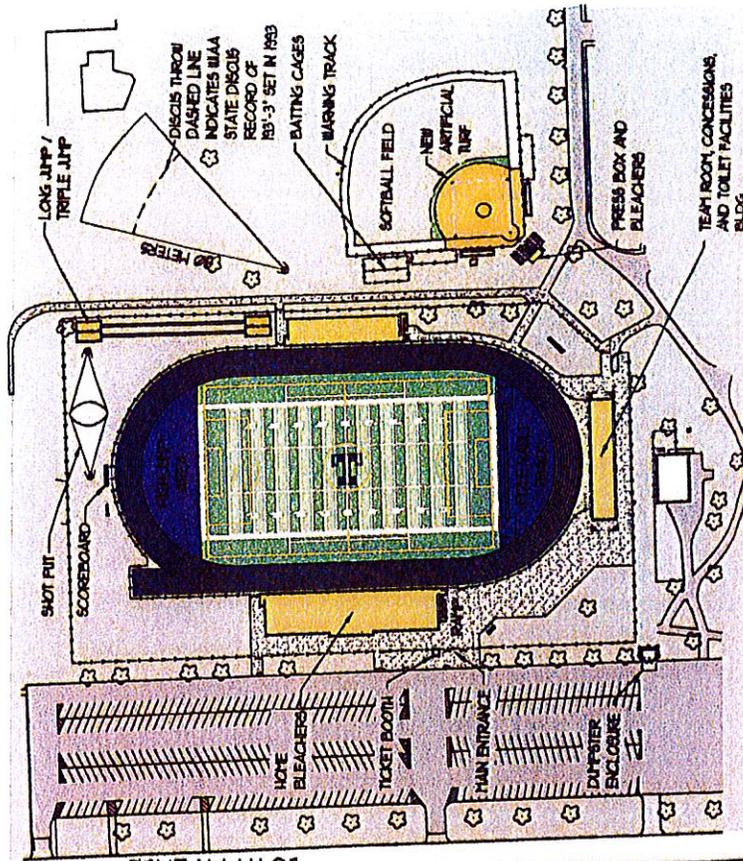
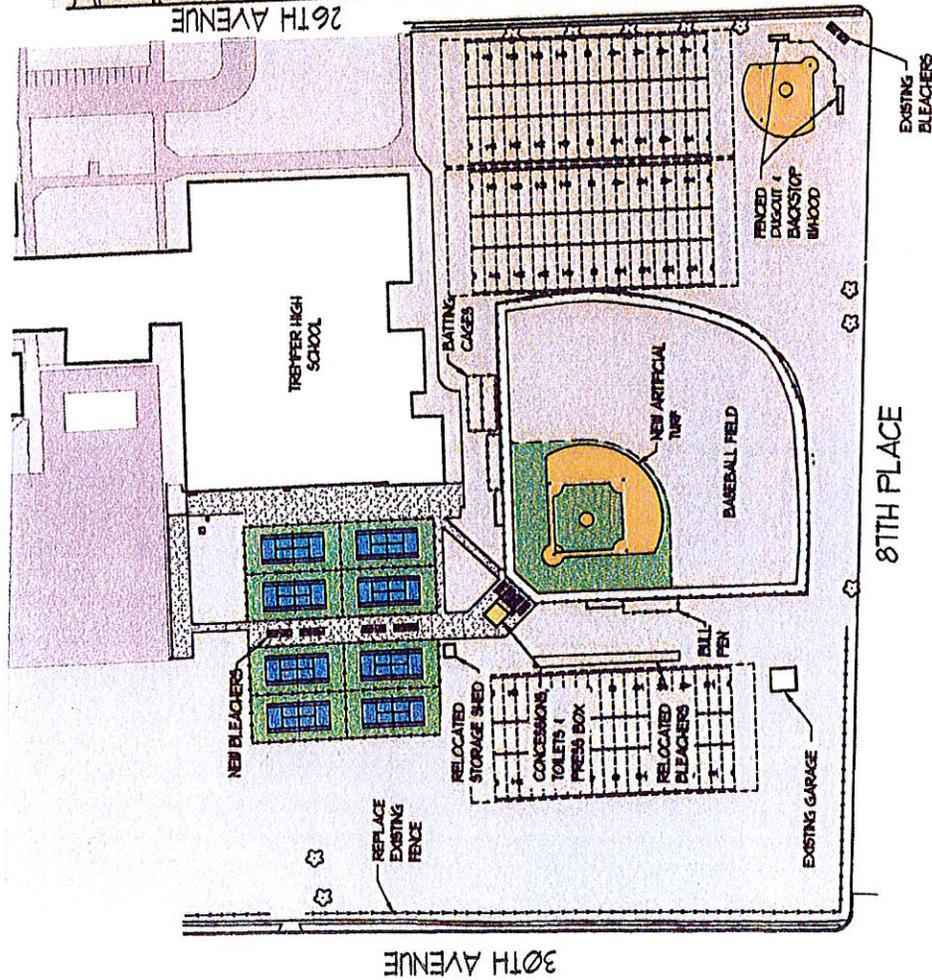


APECHE FIELD VARSITY SOFTBALL PRESSBOX
 WEST ELEVATION
 3/16" = 1'-0"



APECHE FIELD VARSITY SOFTBALL PRESSBOX
 EAST ELEVATION
 3/16" = 1'-0"

PROPOSED PLAN



PROJECT DATA - PLAYING FIELDS / TRACK DIMENSIONS

SOCCER FIELD DIMENSIONS:
 PER THE NATIONAL FEDERATION OF STATE HIGH SCHOOL ASSOCIATIONS (NFHS)
 LENGTH 100 TO 120 YARDS (300' TO 360')
 WIDTH 55 TO 85 YARDS (165' TO 240')
 AS SHOWN: 120 YARDS (360'-0")
 WIDTH 73 1/3 YARDS (220'-0")
 INDIAN TRAIL HIGH SCHOOL (EXISTING SOCCER FIELD DIMENSIONS)

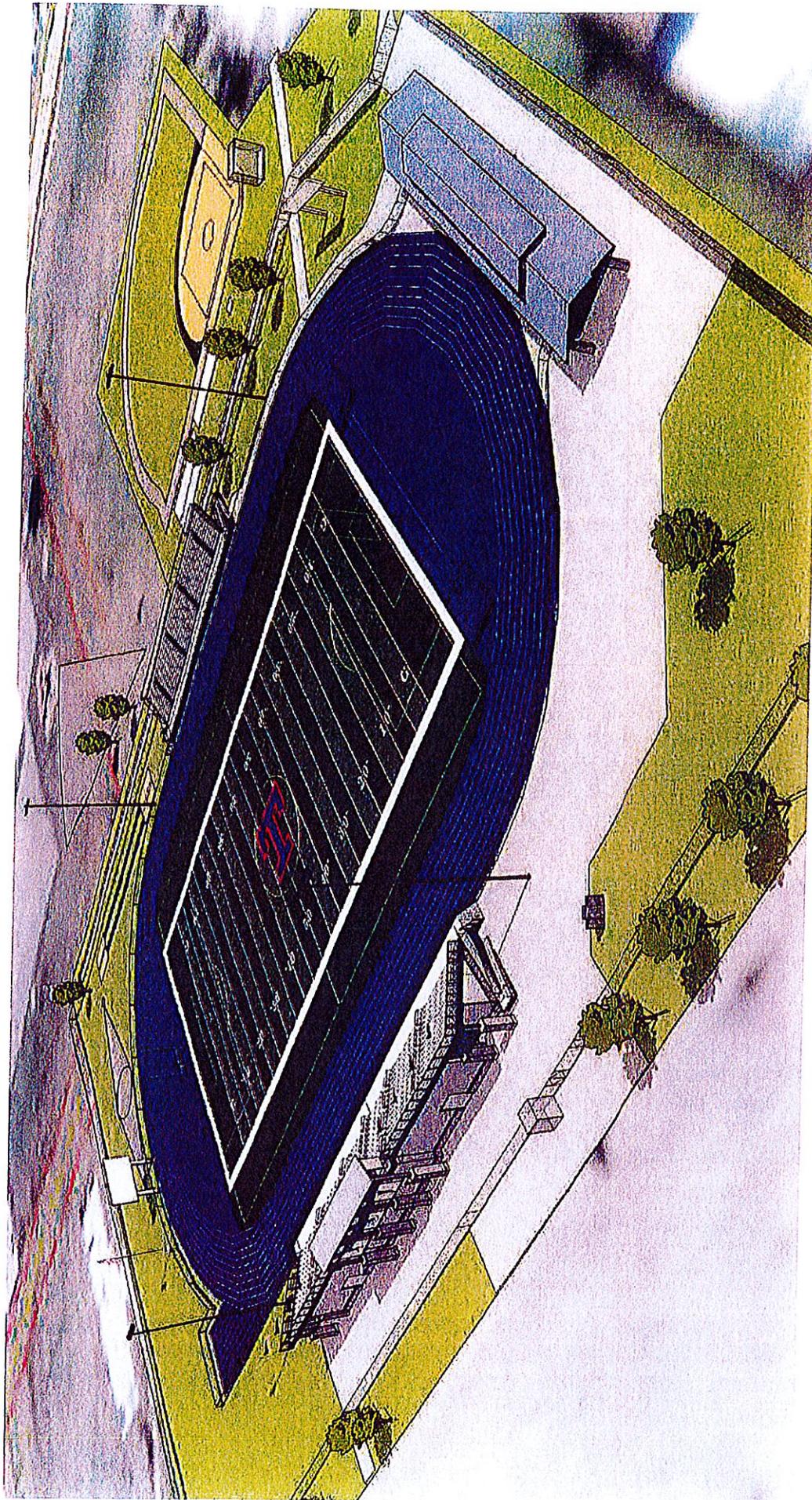
TRACK DIMENSIONS:
 TRACK 1 FIELD OUTDOOR 400 METER TRACK DIMENSIONS PER THE INTERNATIONAL ASSOCIATION OF ATHLETICS FEDERATION (IAAF) AS SHOWN IN DRAWING (18x41)
 --TWO 50M CIRCLES RADIUS OF 34.5 METERS (113'-4 1/4")
 --TWO STRAIGHT SECTIONS LENGTH OF 84.39 METERS (276'-10 1/2") (MEASURED 30 CM (1 1/4") INWARD OF INNER CURVE)
 (THE STANDARD 400 METER TRACK GIVES YOU AN OVERALL INSIDE LENGTH OF 516'-4" AND INSIDE WIDTH OF 239'-4")
 (THE INDIAN TRAIL TRACK GIVES YOU AN OVERALL INSIDE LENGTH OF 531'-7" AND 205'-0" SO THE STANDARD TRACK IS 105'-0" SHORTER AND 134'-4" WIDER)

Tremper High School - Overall Site Plan
 Scale: 1" = 150'-0"

© 2015 Partners in Design Architects, Inc.

KUSD Athletic Fields
 Attachment to Conceptual Plans
 October-2015

262.652.2200
 Franklin, WI
 817.545.0200
 Brentwood, IL



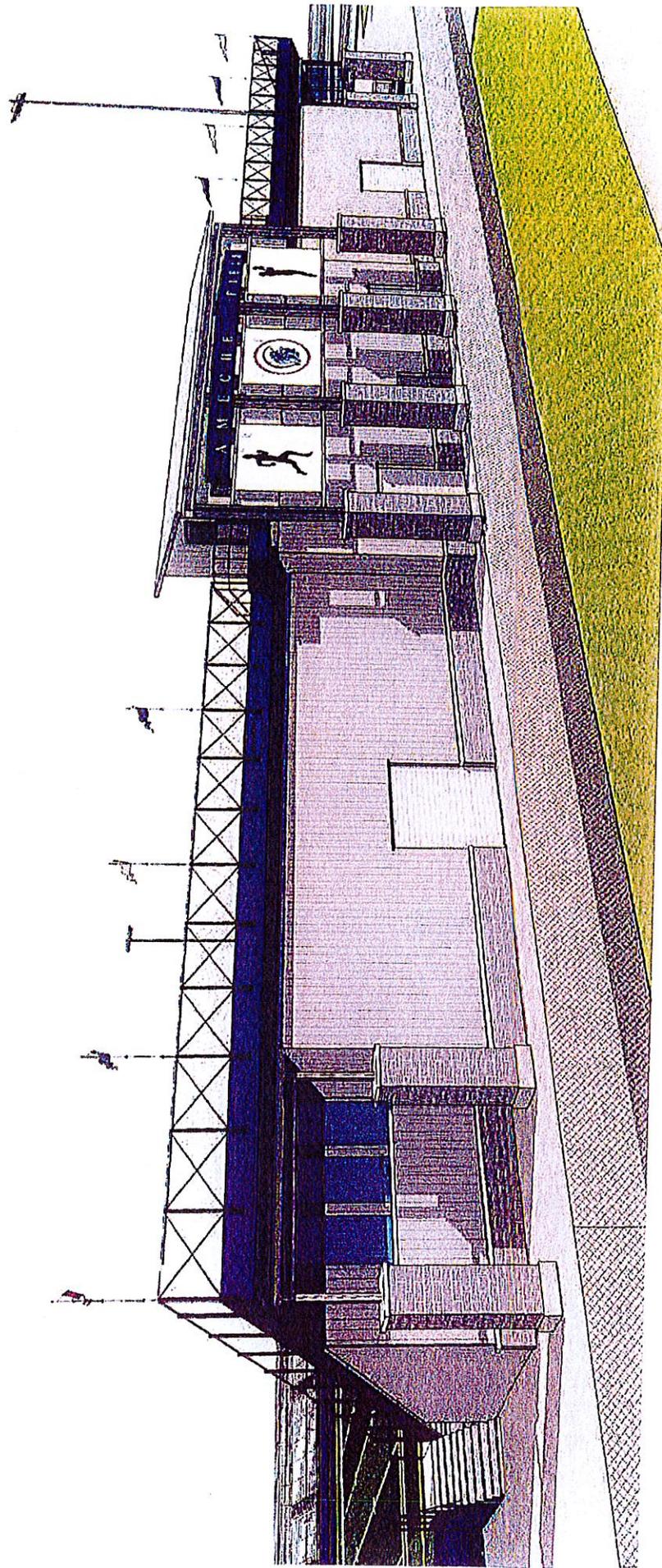
Tremper High School - Overall Site Rendering
NOT TO SCALE

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KUSD Athletic Fields
Attachment to Conceptual Plans
October-2015



282.652.2888
KUSD/HS
Partners in Design, LLC
347.045.0309
Plymouth, IL



Tremper High School - Bleacher Renderings
NOT TO SCALE

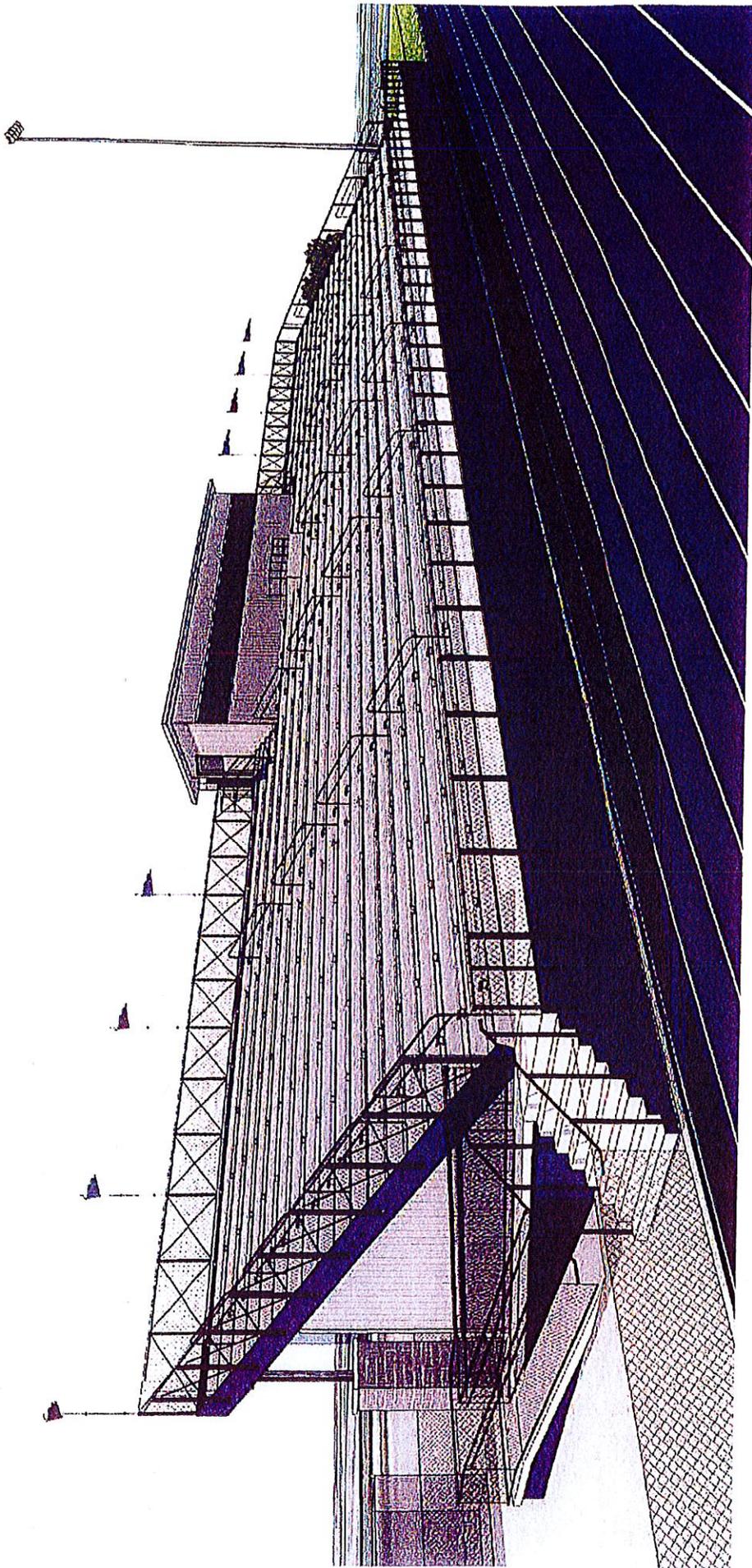
© 2015 Partners in Design Architects, Inc.

KUSD Athletic Fields
Attachment to Conceptual Plans
October-2015



Partners in Design
ARCHITECTS

262.552.2800
 Krumholz 127
 847.949.0200
 Paramerits, IL



Tremper High School - Bleacher Renderings
NOT TO SCALE

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262.852.2000
Kemp-Hill, VA
847.952.0300
Beverly Hills, CA

KUSD Athletic Fields
Attachment to Conceptual Plans
October-2015

Amendment to the Conditional Use Permit for a 3000-seat stadium to be located at 3700 Washington Road. (KUSD/Bradford Stadium) (District 6) PUBLIC HEARING

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Aldersperson Paff, District 6, has been notified. The Common Council is the final review authority.

LOCATION AND ANALYSIS:

Site: 3700 Washington Road
Zoned: IP Institutional Park / AIR-5 Airport Overlay / FW Floodway / SWO Shoreland Wetland Overlay

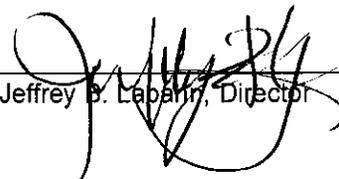
1. On February 1, 2016, the Common Council approved plans for a new stadium in Bradford High School. All of the Conditions of Approval were addressed by the applicant and a Building Permit has been issued. The site is currently under construction.
2. On May 2, 2016, the Common Council approved a Zoning Ordinance Amendment that was recommended for approval by the City Plan Commission on April 7, 2016. The Zoning Ordinance Amendment allows for the use of architectural metal panels on commercially and institutionally used buildings.
3. The applicant is requesting an Amendment to their approved plans. The stadium plans originally approved by the Common Council included a metal panel covered with stucco on the bleachers. The Conditional Use Permit Amendment request is to use an architectural metal panel (without stucco) on the bleachers. The same material would also be used as a horizontal accent feature on the team locker room building. This material change is acceptable under the current Ordinance if approved by the review authority, the Common Council.

RECOMMENDATION:

A recommendation is made to approve the Conditional Use Permit Amendment, subject to the original Conditions of Approval.



Brian Wilke, Development Coordinator



Jeffrey B. Laparra, Director

/u2/acct/cp/ckays/1CPC/2016/MAY 19/Staff-cupAmnd-Bradford.doc



Partners in Design
ARCHITECTS

**Partners in Design
Architects, Inc.**

W I S C O N S I N
600 Fifty Second Street
Suite 220
Kenosha, WI 53140
voice: 262.652.2800
fax: 262.652.2812

I L L I N O I S
2610 Lake Cook Road
Suite 280
Riverwoods, IL 60015
voice: 847.940.0300
fax: 847.940.1045

January 22, 2016

Mr. Brian Wilke
Development Coordinator
City of Kenosha
625 52nd Street
Room 302
Kenosha, WI 53140

RE: KUSD Outdoor Sports Facilities Project
Architectural Metal Panels

Mr. Wilke,

This letter is to inform you that the architectural metal panels that will be used on both the Bradford and Ameche grandstands will comply with amended section 14.07 B.10 of the zoning ordinance. Both grandstands were submitted to plan commission initially with a product that complies with the amended zoning ordinance. Samples of the product were also submitted as part of plan commission review.

Additionally, Bradford's Team Building will be receiving a similar architectural metal panel product, also in compliance with the amended zoning ordinance. Although shown on the initial plan commission submittal, it was not noted on the originally submitted drawing. Enclosed is the drawing with the architectural metal panel locations noted for clarification.

Finally, the Ameche Field Varsity Softball Pressbox design has since been revised from the initial plan commission submittal. Originally submitted as a half masonry, half metal panel clad structure, we now propose full masonry and a hip roof resembling the press boxes approved for the other sites. Enclosed is the updated drawing for your review. Please do not hesitate to contact me with any questions or concerns.

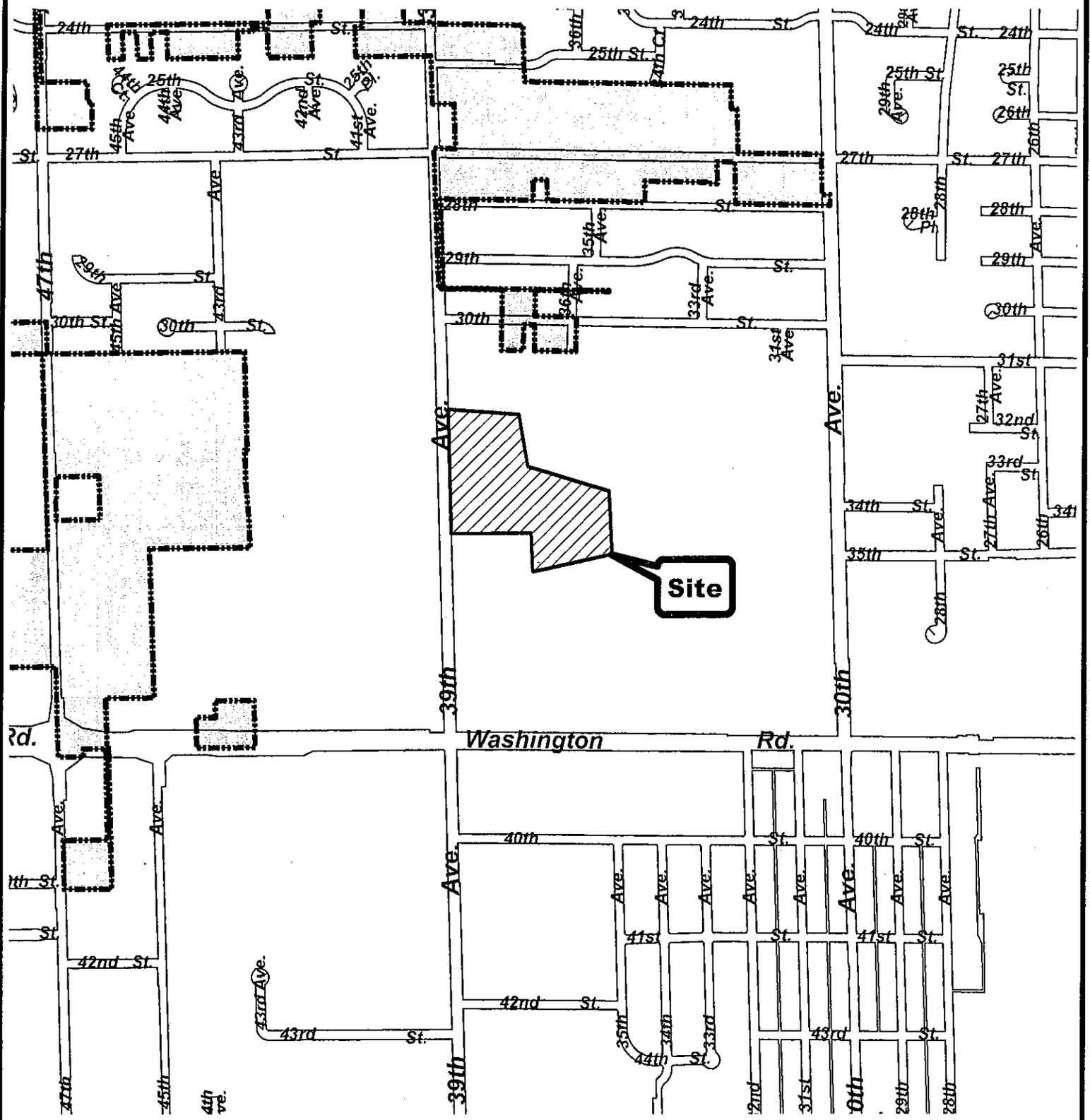
Sincerely,

Michael Risselada, AIA

City of Kenosha

Vicinity Map

Bradford High School Stadium CUP



----- Municipal Boundary



**Development Review Application
City of Kenosha, Wisconsin**

MAILING INFORMATION

NAME OF PROJECT: BRADFOR H.S. STADIUM

Check one (1) of the following boxes to indicate the recipient of all correspondence:

<input type="radio"/>	Name and Address of Applicant (Please print): <u>KENOSHA UNIFIED SCHOOL DISTRICT</u> <u>PAT FINNEMORE</u> <u>3600 52 STREET</u> <u>KENOSHA, WI 53144</u>	Phone: <u>(262) 359-6331</u> Fax: <u>(262) 359-7500</u> E-Mail: <u>pfinnemo@kuso.edu</u>
<input checked="" type="radio"/>	Name and Address of Architect/Engineer (Please print): <u>PARTNERS IN DESIGN ARCHITECTS INC</u> <u>MARK MOLINARO JR</u> <u>600 52 STREET SUITE 220</u> <u>KENOSHA, WI 53140</u>	Phone: <u>(262) 652-2800</u> Fax: _____ E-Mail: <u>markm@pidarchitects.com</u>
<input type="radio"/>	Name and Address of Property Owner (if other than applicant)(Please print): _____ _____ _____	Phone: _____ Fax: _____ E-Mail: _____

PROJECT LOCATION

Location of Development (street address and / or parcel number): 3700 WASHINGTON ROAD

TYPE OF LAND DEVELOPMENT

Check all that apply. Note: Additional information may be required within individual Sections.

<input type="checkbox"/>	Certified Survey Map	Section 1	Page 3
<input type="checkbox"/>	Concept Review (<i>Land Division</i>)	Section 2	Page 4
<input type="checkbox"/>	Concept Review (Multi-Family Residential or Non-Residential)	Section 3	Page 5
<input checked="" type="checkbox"/>	Conditional Use Permit	Section 4	Pages 6 & 7
<input type="checkbox"/>	Developer's Agreement	Section 5	Page 8
<input type="checkbox"/>	Final Plat	Section 6	Pages 9 & 10
<input type="checkbox"/>	Lot Line Adjustment Survey	Section 7	Page 11
<input type="checkbox"/>	Preliminary Plat	Section 8	Pages 12 & 13
<input type="checkbox"/>	Rezoning	Section 9	Pages 14 & 15
<input type="checkbox"/>	Site Plan Review	Section 10	Pages 16 & 17

**PRIOR TO SUBMITTING THIS APPLICATION TO THE DEPARTMENT OF CITY DEVELOPMENT,
PLEASE REVIEW THE APPROPRIATE SECTION(S) FOR FEES, REQUIREMENTS AND APPROPRIATE APPENDICES.**

*Submit this cover page, completed application, applicable section(s) and appendices
along with ALL required plans, information and fees to:*

Department of Community Development & Inspections
Planning Division
625 52nd Street, Room 308
Kenosha, WI 53140

Phone: 262.653.4030
Fax: 262.653.4045

Office Hours:
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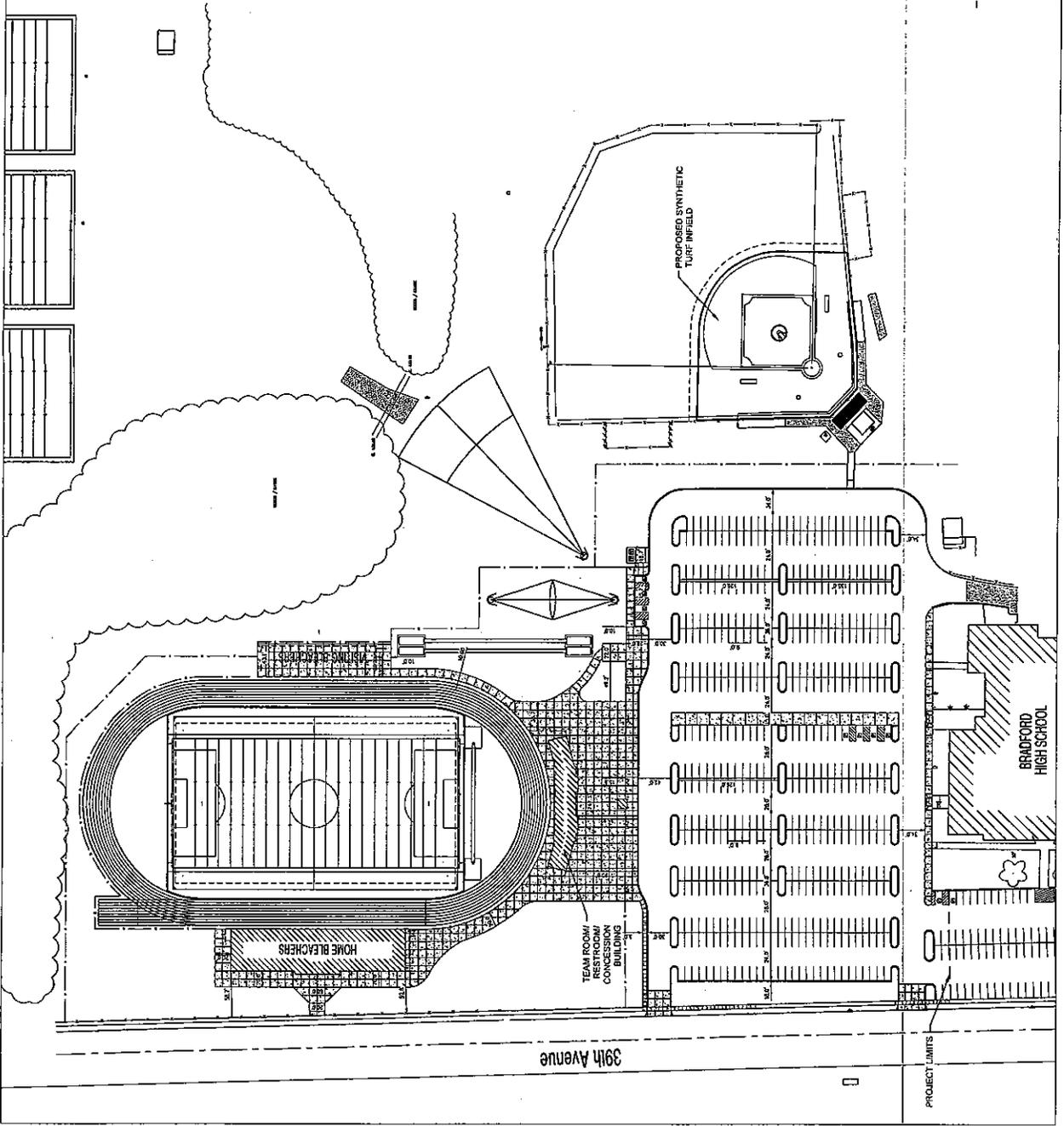
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PARKING CALCULATIONS

EXISTING PARKING SPACES	815
EXISTING HANDICAP PARKING SPACES	14
PROPOSED PARKING SPACES	887
PROPOSED HANDICAP PARKING SPACES	22

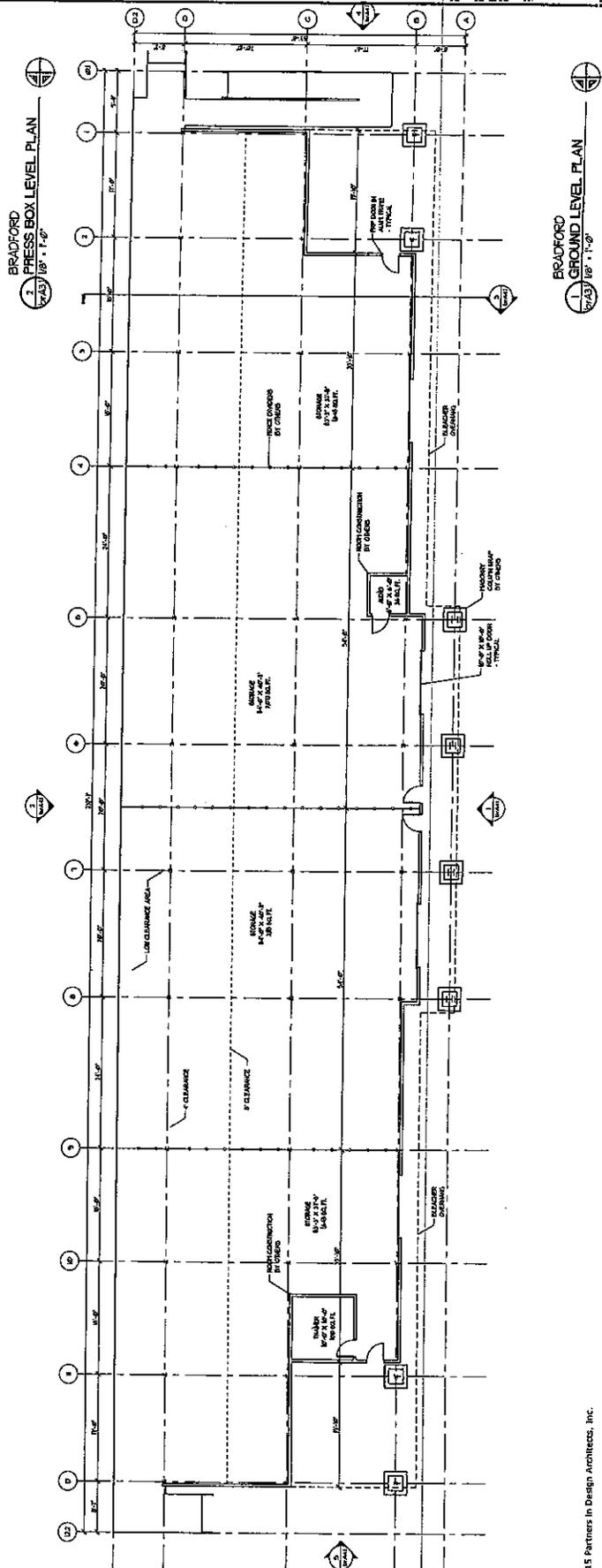
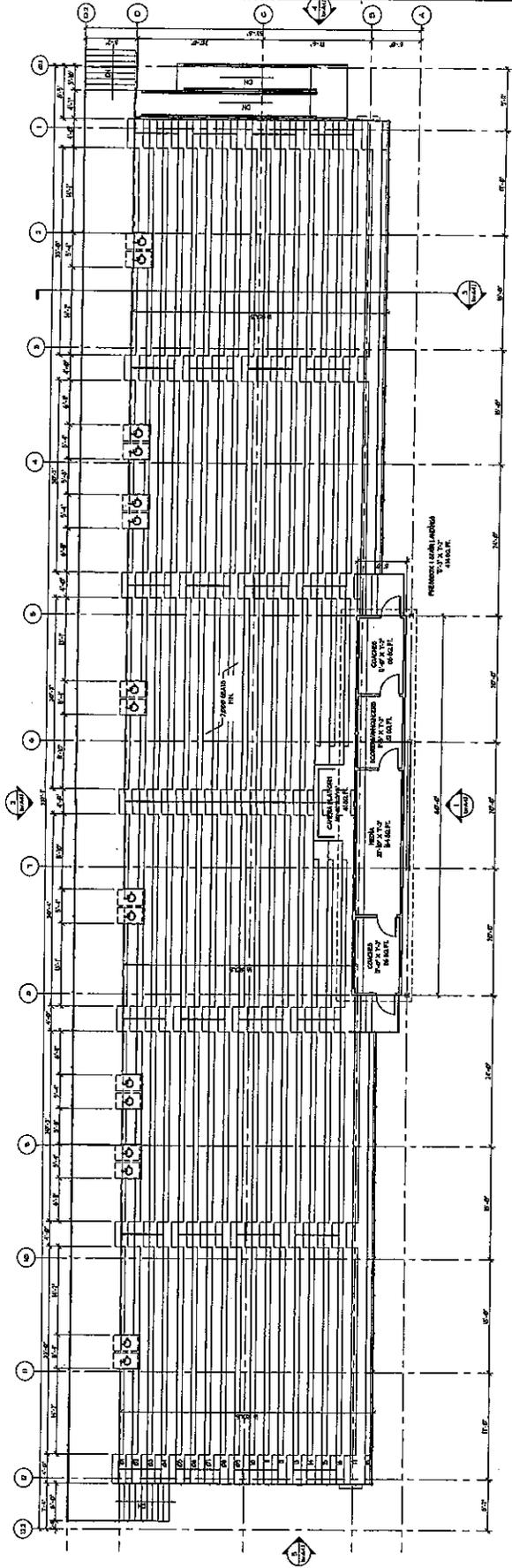
UTILITY NOTE:
 EXISTING UTILITIES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT GUARANTEED TO BE ACCURATE OR ALL UTILITIES. THE CLIENT IS RESPONSIBLE FOR VERIFYING THE EXACT LOCATION, DEPTH AND PROPOSED UTILITY CONNECTIONS AS THEY BE NECESSARY FOR PROPOSED UTILITY CONNECTIONS. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO ANY CONSTRUCTION.

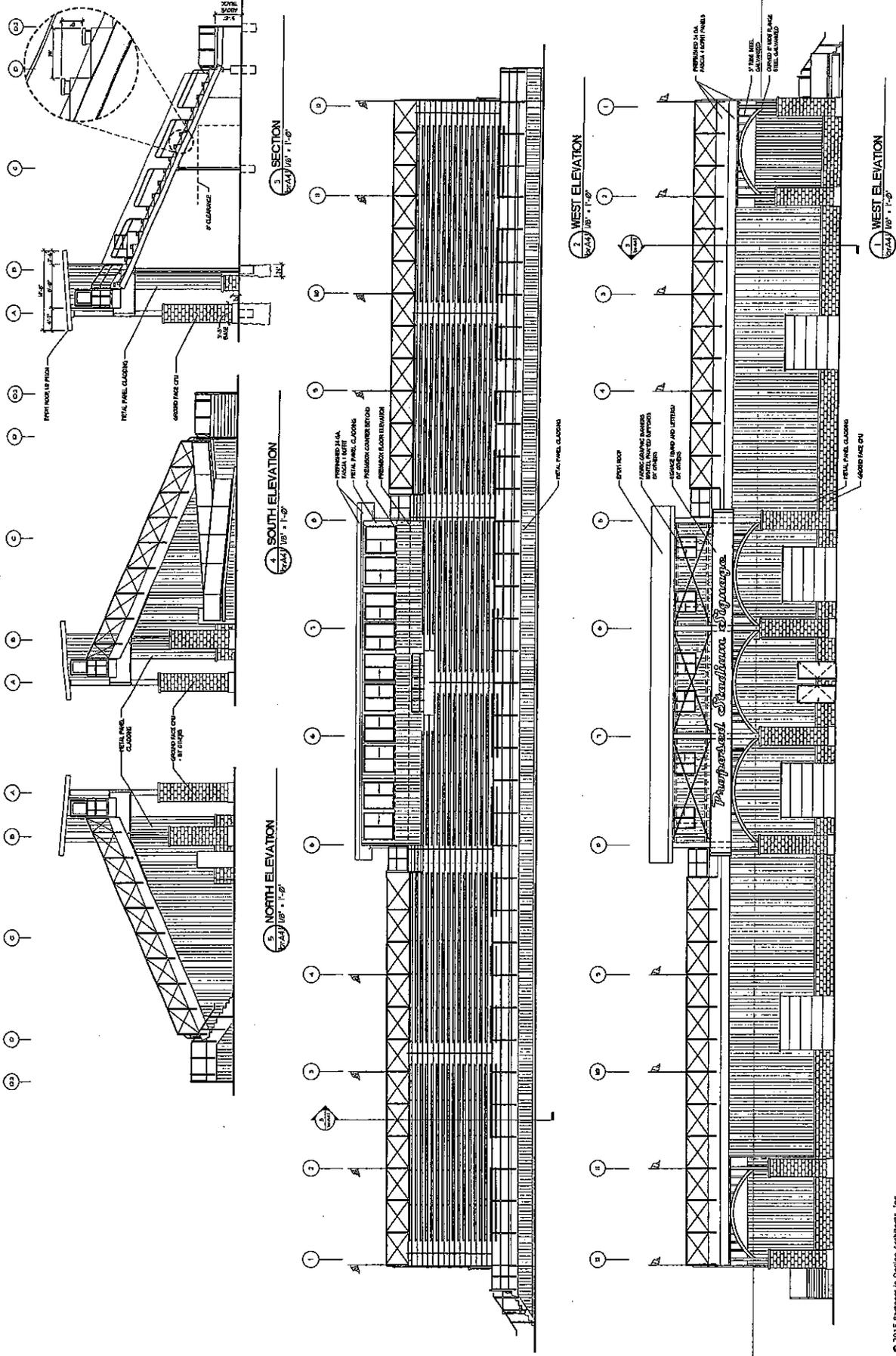


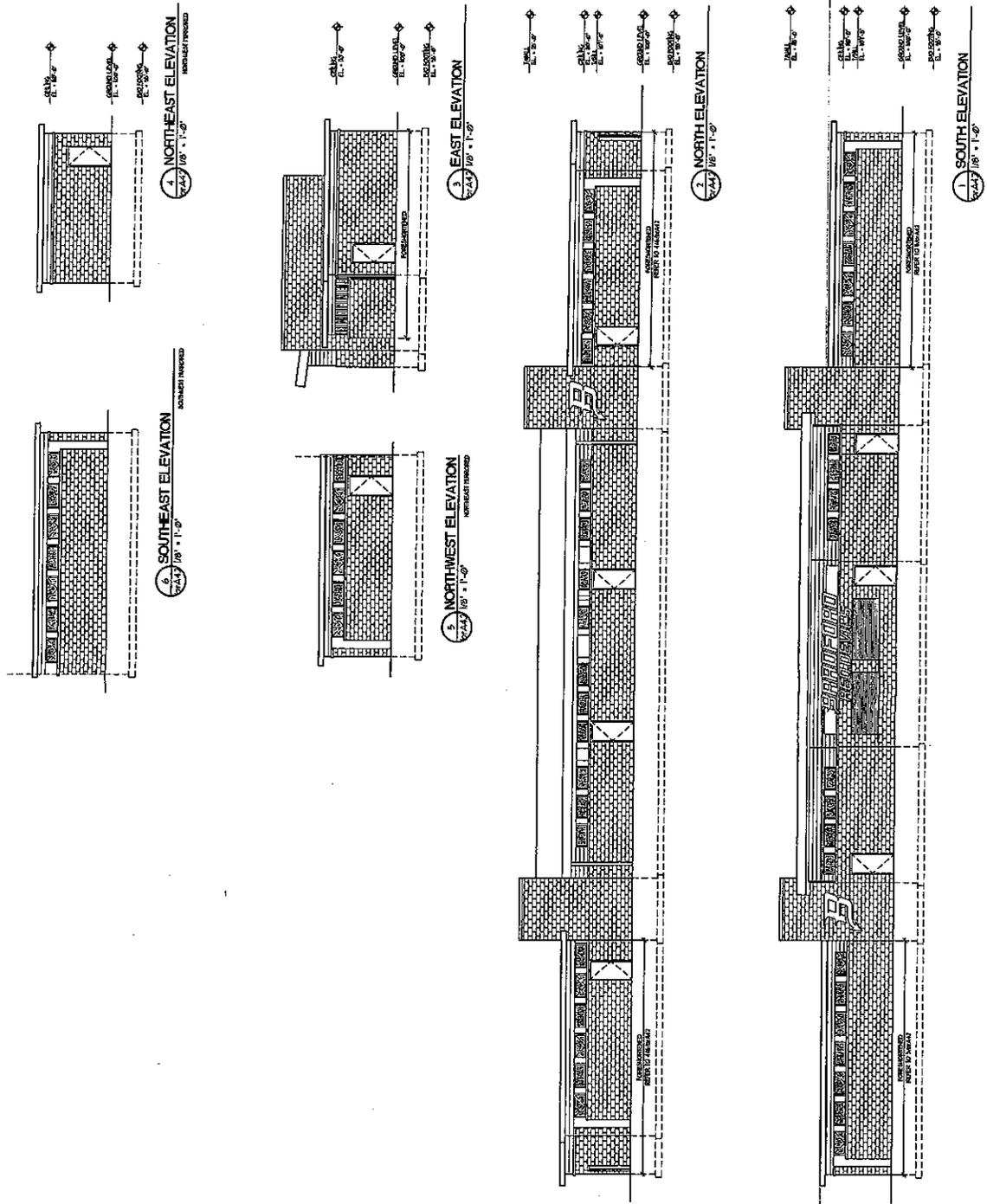
ALL DIMENSIONS REFER TO INTERIOR UNLESS OTHERWISE NOTED.

LEGEND:

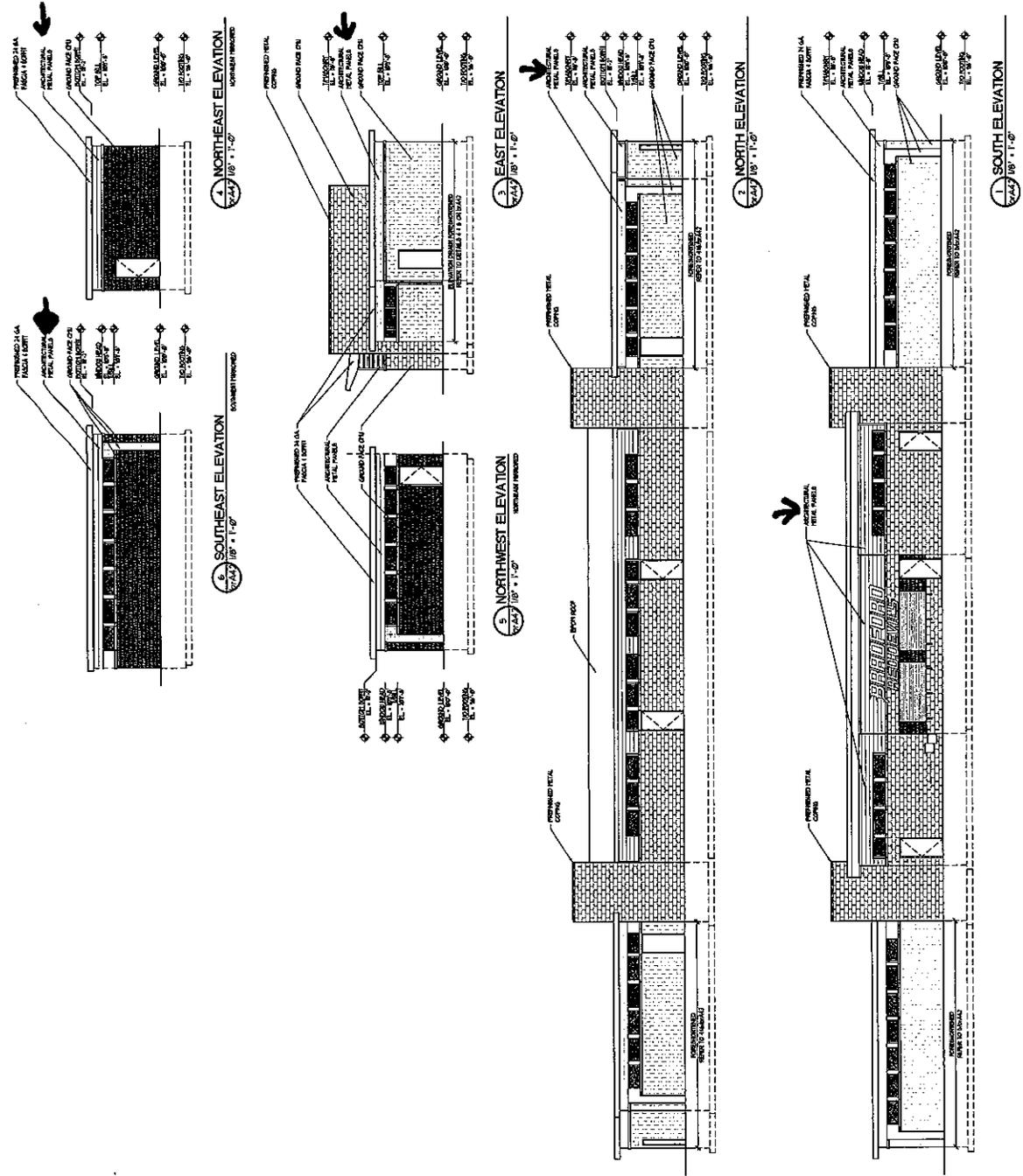
STATION NUMBER	UTILITY MANHOLE	PAVEMENT TRANSFORMER	SEWER MANHOLE	WATER MANHOLE	POWER POLE	17' POLE
SW - STORM SEWER	SW - SANITARY SEWER	SW - SANITARY SEWER	SW - SANITARY SEWER	SW - SANITARY SEWER	SW - SANITARY SEWER	SW - SANITARY SEWER
WATER MANHOLE	WATER MANHOLE	WATER MANHOLE	WATER MANHOLE	WATER MANHOLE	WATER MANHOLE	WATER MANHOLE
POWER POLE	POWER POLE	POWER POLE	POWER POLE	POWER POLE	POWER POLE	POWER POLE
17' POLE	17' POLE	17' POLE	17' POLE	17' POLE	17' POLE	17' POLE



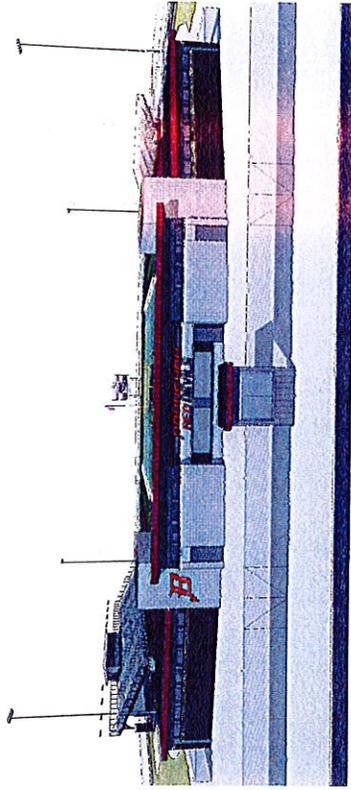




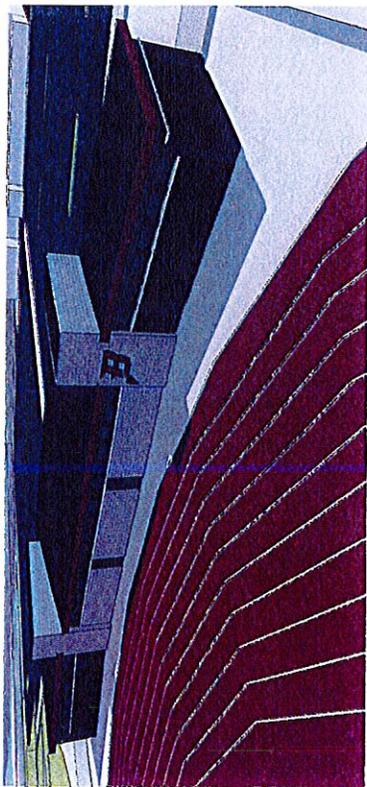
APPROVED PLAN



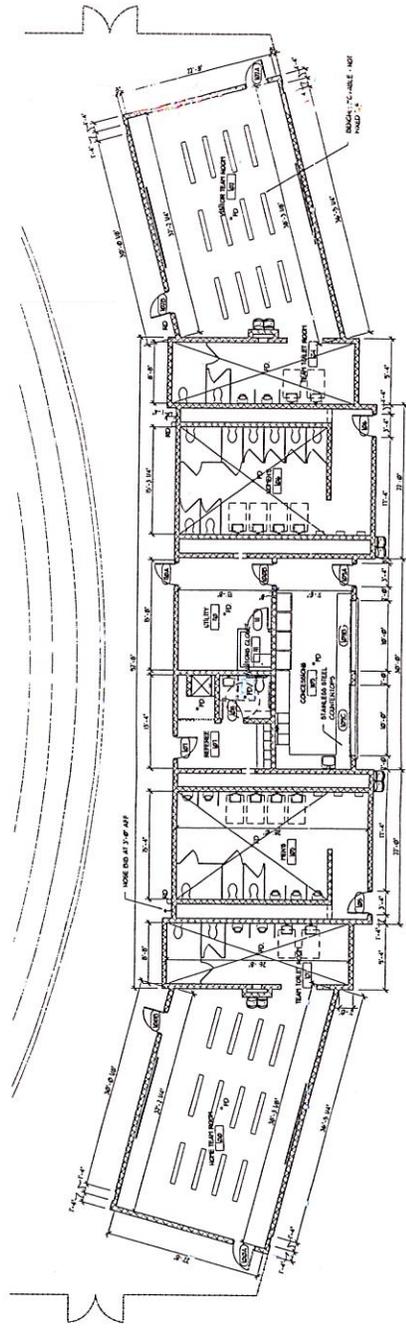
PROPOSED PLAN



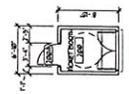
BRADFORD
 2 TEAM BUILDING SOUTH ELEVATION
 1/4" = 1'-0"



BRADFORD
 3 TEAM BUILDING NORTHWEST ELEVATION
 1/4" = 1'-0"

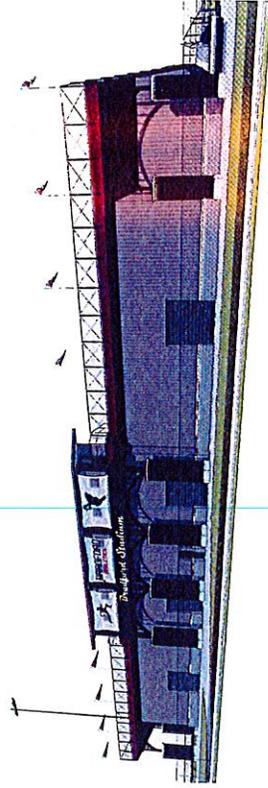


BRADFORD
 1 FLOOR PLAN
 1/4" = 1'-0"

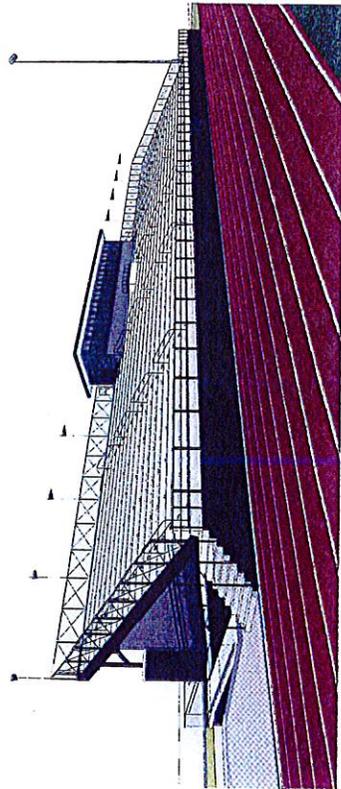


BRADFORD
 2 FLOOR PLAN
 1/4" = 1'-0"

© 2015 Partners in Design Architects, Inc.



1 GRANDSTAND SOUTH WEST ELEVATION
 A4.4 N.T.S. BRADFORD



2 GRANDSTAND SOUTH EAST ELEVATION
 A4.4 N.T.S. BRADFORD



COUNTY OF KENOSHA

John T. Jansen, Director
Department of Human Services

Cynthia Johnson, Director
Division of Health Services
Job Center / Human Services Building
8600 Sheridan Road, Suite 600
Kenosha, WI 53143-6515
Phone (262) 605-6700
Fax: (262) 605-6715

February 24, 2016

RE: Vicious Animal Appeal

February 10, 2016 Kenosha County Division of Health issued orders to Michelle Nerdrum Declaring her dog Otis a "Vicious Animal".

Otis has bitten 4 times this past year according to Kenosha County Division of Health records.

The dates: 4/6/2015, 9/29/2015, 10/16/2015, 2/9/2016.

In most cases 3 bites by a dog we would declare him vicious. After the last bite in October, I review the previous cases and notice that all the bites occurred at their home. If the dog is protecting someone, in their home that bite might not count against him. However, I explained to Ms. Nerdrum that any more bites I would have to declare the dog vicious.

On February 9, 2016 Otis again bite a house guest. Here a 12 year old boy came into the enclosed porch and knocked on the door, when Ms. Nerdrum's son answered the door the dog got excited and ran between his legs and attacked the 12 year old. The dog had to be pulled off of the victim according to the report.

The owner had been warned that if Otis had another bite he would be declared vicious. With the latest bite on February 9, 2016, we find it necessary to declare Otis a "Vicious Animal".

Please let me know if you have any questions regarding this matter.

Sincerely,

Mark Melotik RS/REHS
Environmental Manager
Kenosha County Division of Health



COUNTY OF KENOSHA

John T. Jansen, Director
Department of Human Services

Cynthia Johnson, Director
Division of Health Services
Job Center / Human Services Building
8600 Sheridan Road, Suite 600
Kenosha, WI 53143-6515
Phone (262) 605-6700
Fax: (262) 605-6715

February 10, 2016

CERTIFIED # 7015 0640 0006 6781 3589

Michelle Nerdrum
7325 27th Avenue
Kenosha, WI 53143

Dear Michelle Nerdrum:

The Kenosha County Division of Health has reviewed the bite incidents, concerning your dog, "Otis", a pitbull. The incident dates are as follows:

1. Location 7325 27th Ave Kenosha 4/6/2015
2. Location 7325 27th Ave Kenosha 9/29/2015
3. Location 7325 27th Ave Kenosha 10/16/2015
4. Location 7325 27th Ave Kenosha 2/9/2016

The Kenosha County Division of Health has determined, based on the above bite incidents, that your dog, "Otis", a pitbull, shall be declared a vicious animal, per Chapter 14.075, City of Kenosha Code of General Ordinances. A copy of Chapter 14.075 is included for your review.

You are hereby ordered to remove your dog, "Otis", from the City of Kenosha, in accordance with Chapter 14.075, within 10 days of the mailing of this letter.

Please note:

14.075 D. Sale or Transfer of Possession.

- a.No person may sell or transfer possession of a "Vicious Animal" to another person without first notifying the person to whom the "Vicious Animal" is being sold or transferred, of the fact that such is a "Vicious Animal", and of any requirements imposed upon selling or transferring party by this ordinance.
- b.No person may sell or transfer possession of a "Vicious Animal" to another person without first notifying the City Clerk thereof, in writing at least three (3) days in advance of the sale or transfer of possession.

Michelle Nerdrum
February 10, 2016
Certified # 7015 0640 0006 6781 3589
Page Two

If you have any questions, regarding this matter, please contact Mark Melotik (262) 605-6745.

Sincerely,

A handwritten signature in black ink that reads "Mark Melotik". The signature is written in a cursive style with a large, stylized initial "M".

Mark Melotik REHS/RS
Environmental Health Manager

Enclosure

14.075 VICIOUS ANIMALS

A. Definitions.

1. "VICIOUS ANIMAL" shall mean:

- a. Any animal that, when unprovoked, inflicts bites, injures, kills, damages or attacks a human being or domestic animal on either public or private property;
- b. Any animal that has a propensity, tendency or disposition, known to the owner thereof, to attack, without provocation, in a manner which may cause death, injury, damage or which may otherwise endanger the safety of any human being or domestic animal; or,
- c. Any animal trained or used for fighting against another animal.

Notwithstanding the definition of a "Vicious Animal" above, no animal may be declared vicious if death, injury or damage is sustained by a person who, at the time such was sustained, was committing a criminal trespass upon premises occupied by the owner of the animal, or was teasing, tormenting, abusing or assaulting the animal, or was committing or attempting to commit a crime or violating or attempting to violate an Ordinance which protects person or property.

No animal may be declared vicious if death, injury or damage was sustained by a domestic animal which, at the time such was sustained, was teasing, tormenting, abusing, or assaulting the animal.

No animal may be declared vicious if the animal was protecting or defending a human being within the immediate vicinity of the animal from an unjustified attack or assault.

XIV - 21

CODE OF GENERAL ORDINANCES, 2016 - KENOSHA, WISCONSIN

No dog may be declared vicious for acts committed by said dog while being utilized by a law enforcement agency for law enforcement purposes while under the control and direction of a law enforcement officer.

2. "PUBLIC PROPERTY" shall mean any property owned or controlled by any unit of government and open to the public, including streets, highways, sidewalks, right-of-ways, public ways and malls.

3. "OWNER" shall include any person who may own, possess, harbor, keep or maintain a "Vicious Animal".

B. Prohibition. No person shall own, possess, harbor, keep or maintain a "Vicious Animal" within the City of Kenosha, Wisconsin. Vicious Animals previously licensed within the City of Kenosha shall be removed from the City of Kenosha at the conclusion of the licensing period, and the location where said animal will be kept, harbored or maintained shall be disclosed to the Kenosha County Health Department.

C. Impoundment and Destruction. A "Vicious Animal" which is owned, possessed, harbored, kept or maintained in violation of this Ordinance may be impounded and destroyed by the City, or its agents at the expense of the owner, following notice and an opportunity to be heard by

the Health Administrator. Any person or party aggrieved by such decision of the Health Administrator may appeal such decision to the Common Council by filing a written notice of appeal with the City Clerk/Treasurer within five (5) City business days of receipt of a written order from the Health Administrator. The "Vicious Animal" shall be impounded, but not destroyed, until the time for appeal has expired and until any timely appeal has been heard. A "Vicious Animal" shall not be released without identifying the location where said "Vicious Animal" will be kept upon release. The City elects not to be bound by Chapter 68, Wisconsin Statutes, with respect to administrative procedure.

D. Sale or Transfer of Possession.

a. No person may sell or transfer possession of a "Vicious Animal" to another person without first notifying the person to whom the "Vicious Animal" is being sold or transferred, of the fact that such is a "Vicious Animal", and of any requirements imposed upon the selling or transferring party by this Ordinance.

b. No person may sell or transfer possession of a "Vicious Animal" to another person without first notifying the City Clerk thereof, in writing, at least three (3) days in advance of the sale or transfer of possession.

E. Separate Offense. Each day of violation of any provision of this Ordinance and each violation of each provision of this Ordinance shall be deemed a separate offense.



KENOSHA POLICE DEPARTMENT
1000 55th STREET
KENOSHA, WI 53140
(262) 605-5200

KENOSHA COUNTY HEALTH DEPARTMENT
8600 SHERIDAN RD
KENOSHA, WI 53143-6515
92620 605-6700



ANIMAL BITE REPORT

CASE NUMBER: 16-019206	DATE OF OCCURRENCE: 2-9-2016	TIME OF OCCURRED: 0730	DATE OF REPORT: 2-9-2016	TIME REPORTED: 0813
LOCATION OF INCIDENT: Address, Business Name (if applicable) 7325 27th AVE				

ANIMAL TYPE: Canine	NAME: OTIS	BREED: P. + BULL	SEX: M <input checked="" type="checkbox"/> F <input type="checkbox"/>	COLOR: BRINDLE
Victim: Last - First - MI	Sex	Race	DOB	Address
CONRAD MATTHEW	M	W	8-13-83	7910 32nd Ave 202
Involved: Last - First - MI				Phone
				287-4184
Owner/Person Responsible: Last - First - MI				Emp/School
NEBOURUM MICHELLE C	F	W	4-17-81	7325 27th Ave 202
License #:	Vaccination Expiration:	Quarantine Notification Made By:		
	11/18/2017	T. KAT #593		

Charge(s):
 Animal at Large
 Unleashed Animal
 Unlicensed Animal
 Other: _____

Ticket Number(s): _____

Description of Injury: Bite Scratch Unknown Medical Attention Required: YES NO
TREATMENT LOCATION: **KMIT**

HOW OCCURRED 1) PROVOKED 2) UNPROVOKED 3) PLAYFUL 4) UNKNOWN

WOUND LOCATION **Right ARM**

NARRATIVE: **SEE MATTHEW D. CONRAD STATEMENT.**

Reporting Officer: **T. KAT #593** Supervisor - Payroll Number: _____

- All domesticated animals that have bitten a person must be delivered to a veterinarian within 3 days for a first examination and a quarantine of not less than 10 days. Animals currently vaccinated against rabies MAY be quarantined on the owner's premises following a first examination.
 - Animals not currently vaccinated for rabies shall be quarantined by a veterinarian or at an isolation facility (at owner's expense) for a period of 10 days following a first examination.
 - All animals SHALL receive a second examination by a veterinarian on the 10th day following the bite incident. **2-20-2016** Final Examination Date
- IF THE OFFICER HAS VERIFIED THE LICENSING AND RABIES VACCINATION CERTIFICATION, CHECK BOXES #1 & #3.
IF THE OFFICER CANNOT VERIFY BOTH THE LICENSING AND RABIES VACCINATION CERTIFICATION, CHECK BOXES #2 & #3.

Return the signed certificate (by the next business day) to the Kenosha County Environmental Health Dept., 8600 Sheridan Rd., Suite 200, Kenosha, WI 53143, Phone: (262) 605-6700, Fax: (262) 605-6715. Failure to comply with this quarantine order shall result in a fine of not less than \$200 nor more than \$500.

Condition: **Apparently healthy, no neuro signs** Signature: **Atessa K...** Date: **2/12/2016**
1st Examination (Within 3 Days of Bite)

Condition: **Apparently healthy, no neuro signs** Signature: **Atessa K...** Date: **2/20/2016**
2nd Examination (On the 10th Day following Bite)

ANIMAL MUST BE VACCINATED AND LICENSED PRIOR TO RELEASE FROM QUARANTINE



KENOSHA POLICE DEPARTMENT
 1000 55th STREET
 KENOSHA, WI 53140
 (262) 605-5200

KENOSHA COUNTY HEALTH DEPARTMENT
 8600 SHERIDAN RD
 KENOSHA, WI 53143-6515
 92620 605-6700



ANIMAL BITE REPORT

CASE NUMBER: 16-019200	DATE OF OCCURRENCE: 2/19/2016	TIME OF OCCURRENCE: Apx. 7:30hrs	DATE OF REPORT: 2/19/2016	TIME REPORTED: 8:13 hrs
LOCATION OF INCIDENT: Address, Business Name (if applicable) Corner of 73rd Street and 26th Ave				
ANIMAL TYPE: Canine	NAME:	BREED: Pitbull	SEX: M <input type="checkbox"/> F <input type="checkbox"/>	COLOR: Gray/Blk
Victim: Last - First - MI Conrad, Matthew D.	Sex M	Race W	DOB 8/13/03	Address 7910 32nd Ave
				Phone 202-287-4846 (Mother)
				Emp/School Jennifer Conrad
Involved: Last - First - MI				
Owner/Person Responsible: Last-First -MI Unknown				
License #:	Vaccination Expiration:	Quarantine Notification Made By:		

Charge(s): Animal at Large
 Unleashed Animal
 Unlicensed Animal
 Other: _____

Ticket Number(s): _____

Description of Injury: Bite Scratch Unknown
 Medical Attention Required: YES NO
 TREATMENT LOCATION: Kenosha Memorial Hospital

HOW OCCURRED 1) PROVOKED 2) UNPROVOKED 3) PLAYFUL 4) UNKNOWN
 WOUND LOCATION

NARRATIVE:
 Matthew was walking to school with 2 friends and out of nowhere a Gray Pitbull came up to Matthew and bit him in his right arm. All three kids ran away and dog ran opposite way.

Reporting Officer: Waller, Lell Supervisor - Payroll Number: 277 Lorraine #280

- All domesticated animals that have bitten a person must be delivered to a veterinarian within 3 days for a first examination and a quarantine of not less than 10 days. Animals currently vaccinated against rabies MAY be quarantined on the owner's premises following a first examination.
- Animals not currently vaccinated for rabies shall be quarantined by a veterinarian or at an isolation facility (at owner's expense) for a period of 10 days following a first examination.
- All animals SHALL receive a second examination by a veterinarian on the 10th day following the bite incident. _____ Final Examination Date

IF THE OFFICER HAS VERIFIED THE LICENSING AND RABIES VACCINATION CERTIFICATION, CHECK BOXES #1 & #3.
 IF THE OFFICER CANNOT VERIFY BOTH THE LICENSING AND RABIES VACCINATION CERTIFICATION, CHECK BOXES #2 & #3.

Return the signed certificate (by the next business day) to the Kenosha County Environmental Health Dept., 8600 Sheridan Rd., Suite 200, Kenosha, WI 53143, Phone: (262) 605-6700, Fax: (262) 605-6715. Failure to comply with this quarantine order shall result in a fine of not less than \$200 nor more than \$500.

Condition: _____ Signature: _____ Date: _____
 1st Examination (Within 3 Days of Bite)

Condition: _____ Signature: _____ Date: _____
 2nd Examination (On the 10th Day following Bite)

ANIMAL MUST BE VACCINATED AND LICENSED PRIOR TO RELEASE FROM QUARANTINE

Distribution: White - PD Records Yellow - Health Department Pink - Animal Owner (Revised 01/12) June 6, 2016 Pg. 49

1000 - 55th St., Kenosha, WI 53140
Detective Bureau Fax: 262-605-5248

**Kenosha Police Department
Detective Bureau**



Fax

To: Kenosha County Health Dept. From: Kenosha Police Department
Fax: (262) 605-6715 Pages: 2
Phone: Date: 2-9-16
Re: CC:

Urgent For Review Please Comment Please Reply Please Recycle

Animal Bite Report

16-019206

Any issued with this fax please contact:

Peni Keeling
Detective Bureau Secretary
Kenosha Police Department
(262) 605-5247
pkeeling@kenosha.org

*The mission of the Kenosha Police Department is to serve all people with respect, fairness and compassion.
We are committed to preserving peace, order and safety; enforcing laws and ordinances; and
Safeguarding constitutional rights.*

ANIMAL BITE REPORT

For all (city, county, Pleasant Prairie) animal bites, fax this report to the Division of Health
262-605-6715

For all city bites, notify dispatch: 262-656-1234

DATE AND TIME OF BITE: 2/9/2016 0745

Unknown?

(Animal Owner: Name	Address	Home Phone #	Work Phone #)	
<u>Pitbull</u>		<u>Grey/White</u>		
(Animal Description: Breed	Name	Color	Sex	Veterinarian)
<u>Matthew Conrad</u>	<u>7910 37th Ave</u>	<u>262-282-4846</u>	<u>♂</u>	
(Bite Victim: Name	Address	Home Phone #	Work Phone #)	
<u>② forearm</u>				

Location where bite occurred

For questions regarding follow-up call the Kenosha County Division of Health 262-605-6700.

City of Kenosha 262-656-1234

To report the need for animal control call Kenosha City Non-emergency Dispatch 262-656-1234 and request a Community Service Officer.

Kenosha County 262-694-7353

County owned animal bites are referred to the Kenosha County Sheriff's Department. The county does not have an animal control unit, call the non-emergency dispatch number.
Kenosha County Sheriff's Department Non-emergency Dispatch 262-694-7353.

Pleasant Prairie 262-694-7353

If the animal owner lives in Pleasant Prairie – refer to the Pleasant Prairie Police Department. Pleasant Prairie does not have animal control, call the non-emergency dispatch number.
Pleasant Prairie Non-emergency Dispatch 262-694-7353.

27th & 73rd St.

kmb 11/13

City of Kenosha Police Dept.

STATEMENT

Page 1 of 1
Case Number: 2016-019206

County of Kenosha Sheriff Dept.

Date of Birth: 8/13/03

Name: MATTHEW D CONRAD

Address: 7910 - 32nd

City: Kenosha

State: WI

Zip: 53142

Phone: 262-

Place of Employment: Lincoln Student - 7th

On 2-9-16, 7:45 AM, at 7325 27th Ave, I saw and heard the following:

(In your own words, describe WHO did WHAT, WHERE, WHEN, WHY and HOW, be accurate and complete.)

PLEASE PRINT

(MC) I was walking to my friend AIDEN's house. He lives at 7325 27th Ave. I was with my brother MICHAEL. I entered the enclosed front porch and knocked on the door. When AIDEN opened the door, his pitbull was barking at me while standing behind AIDEN. I believe AIDEN only has 1 dog. Its name is OTIS. OTIS is a brown/gray pitbull with white on the neck part. OTIS is brindle. OTIS charged at me by running inbetween AIDEN's legs. OTIS then bit me on my right arm. He also scratched my right arm. AIDEN and MARTIN (AIDEN's friend) were able to pull him off of me and into the house. They put OTIS in his kennel. I exited the enclosed front porch and shut the door. AIDEN and MARTIN came back outside. AIDEN apologized. AIDEN asked MICHAEL to borrow his phone, to call his Mom. She didn't answer. We then ran to school, all 4 of us. When we got close to school, AIDEN said that his dog has had issues like this before. He said, "Let's make up a story so my dog doesn't have to be put down." We then made up a story of me being attacked by a random dog at 73rd St + 26th Ave. The school nurse called the Police, and we told this story to Police. I apologize for lying earlier. I felt sorry for AIDEN and did not want him to lose his dog. This incident caused me pain (7/10 on a pain scale initially, now feeling 2/10) and also caused me to fear for my safety. This statement was written for me by PO HOWARD #592 and is accurate. (MC)

I have made the above statement without any threats or promises. It is my desire to state the true facts as to this incident. I have read the above statement and find it is true and correct.

Witness: PO Marty Howard #592
2/9/16 @ 1838 hrs

Signed: M Matthew Conrad
Date: 2/9/16

If your statement is not returned to our department at 1000 - 55th Street, Kenosha, Wisconsin 53140, in person or by mail within 5 days from the time of the complaint, your complaint will be cancelled.



KENOSHA POLICE DEPARTMENT
 1000 85TH STREET
 KENOSHA, WI 53140
 (262) 608-3200

KENOSHA COUNTY HEALTH DEPARTMENT
 8600 SHERIDAN RD
 KENOSHA, WI 53143-6815
 92620 608-6700



ANIMAL BITE REPORT

CASE NUMBER: 2015-157564 DATE OF OCCURRENCE: 10-16-15 TIME OF OCCURRED: 1000 HRS DATE OF REPORT: 10-19-2015 TIME REPORTED: 1023 HRS

LOCATION OF INCIDENT: Address, Business Name (if applicable) 7325-27TH AVE KENOSHA, WI 53143

ANIMAL TYPE: <u>PIT BULL</u>	NAME: <u>OTIS</u>	BREED: <u>PITBULL</u>	SEX: <input checked="" type="checkbox"/> M <input type="checkbox"/> F	COLOR: <u>TAN/BLACK</u>
Victim: Last - First - MI <u>GAMARRO, BRANDON L</u>	Sex: <u>M</u> Race: <u>M</u> DOB: <u>11-18-04</u>	Address: <u>5702-56TH ST</u>	Phone: _____	Emp/School: <u>NONE</u>
Involved: Last - First - MI <u>ASUM, VANESSA</u>	Sex: <u>F</u> Race: <u>M</u> DOB: <u>6-9-82</u>	Address: <u>5702-56TH ST</u>	Phone: <u>262-705-5624</u>	
Owner/Person Responsible: Last - First - MI <u>N EROUM, MITCHELL</u>	Sex: <u>F</u> Race: <u>W</u> DOB: <u>11-16-77</u>	Address: <u>7325-27TH AVE</u>	Phone: <u>262-914-2367</u>	
License #: <u>968</u>	Vaccination Expiration: <u>11-18-2017</u>	Quarantine Notification Made By: <u>CSO KATT #598</u>		

Charge(s):
 Animal at Large
 Unleashed Animal
 Unlicensed Animal
 Other: N/A

Ticket Number(s): _____

Description of Injury: Bite Scratch Unknown

HOW OCCURRED 1) PROVOKED 2) UNPROVOKED 3) PLAYFUL 4) UNKNOWN

Medical Attention Required: YES NO

TREATMENT LOCATION: ST. CATS

NARRATIVE:
 VI STATED HE WAS WALKING BY AND DOG CHASED HIM AND BIT HIS LEG. OWNER STATED HE WAS WEARING THROTTLE COLLAR AND IT BROKE FREE FROM CHAIN. CSO KATT #598 TOOK DOG BECAUSE OF PRIOR INCIDENT. SMALL 1/4 INCH SCRATCH ON VI BUT CHEEK.

Reporting Officer: T. CEPRESS #550 / SMARTONE #637 Supervisor - Payroll Number: 339

- All domesticated animals that have bitten a person must be delivered to a veterinarian within 3 days for a first examination and a quarantine of not less than 10 days. Animals currently vaccinated against rabies MAY be quarantined on the owner's premises following a first examination.
- Animals not currently vaccinated for rabies shall be quarantined by a veterinarian or at an isolation facility (at owner's expense) for a period of 10 days.
- All animals SHALL receive a second examination by a veterinarian on the 10th day following the bite incident.

THE OFFICER HAS VERIFIED THE LICENSING AND RABIES VACCINATION CERTIFICATION, CHECK BOXES #1 & #3. Final Examination Date: 10/27/15

THE OFFICER CANNOT VERIFY BOTH THE LICENSING AND RABIES VACCINATION CERTIFICATION, CHECK BOXES #2 & #3.

Turn the signed certificate (by the next business day) to the Kenosha County Environmental Health Dept., 8600 Sheridan Rd., Suite 200, Kenosha, WI 53143. Phone: (262) 605-6700, Fax: (262) 605-6716. Failure to comply with this quarantine order shall result in a fine of not less than \$200 per more than 10.

Condition: No rabid signs Signature: [Signature] Date: 10/20/2015

1st Examination (Within 3 Days of Bite)

Condition: Apparently has had no rabid signs Signature: [Signature] Date: 10/20/2015

2nd Examination (On the 10th Day following Bite)

NOT VACCINATED AND LICENSED PRIOR TO RELEASE FROM QUARANTINE

Print - Animal Owner

(Revised 01/12)

**Kenosha Police Department
Detective Bureau**



Fax

To: Kenosha County Health Dept. **From:** Kenosha Police Department
Fax: (262) 605-6715 **Pages:** 2
Phone: (262) 605-6700 **Date:** 10/19/15
Re: Case # **CC:**

Urgent For Review Please Comment Please Reply Please Recycle

Animal Bite Report

15-159564

Any issues with this fax please contact:

Peni Keeling
Detective Bureau Secretary
Kenosha Police Department
(262) 605-5247
pkeeling@kenosha.org

*The mission of the Kenosha Police Department is to serve all people with respect, fairness and compassion.
We are committed to preserving peace, order and safety; enforcing laws and ordinances; and
Safeguarding constitutional rights.*



KENOSHA POLICE DEPARTMENT
1000 55th STREET
KENOSHA, WI 53140
(262) 605-5200

KENOSHA COUNTY HEALTH DEPARTMENT
8600 SHERIDAN RD
KENOSHA, WI 53143-6515
92620 605-6700



ANIMAL BITE REPORT

CASE NUMBER: <i>15-150524</i>	DATE OF OCCURRENCE: <i>9/29/15</i>	TIME OF OCCURRED: <i>1700</i>	DATE OF REPORT: <i>9/29/15</i>	TIME REPORTED: <i>1852</i>
LOCATION OF INCIDENT: Address, Business Name (if applicable) <i>7325 27th Ave</i>				

ANIMAL TYPE: <i>Cowholic</i>	NAME: <i>OTIS</i>	BREED: <i>Sheltie</i>	SEX: M <input checked="" type="checkbox"/> F <input type="checkbox"/>	COLOR: <i>Brindle</i>
Victim: Last - First - MI	Sex	Race	DOB	Address
<i>Hawley, Elizabeth A</i>	<i>F</i>	<i>W</i>	<i>1/16/10</i>	<i>7621 18th Ave</i>
				Phone <i>(608) 657-3150</i>
				Emp/School <i>Tramper High</i>
Involved: Last - First - MI <i>Hawley, Elizabeth A</i>	<i>F</i>	<i>W</i>	<i>1/16/10</i>	<i>7621 18th Ave</i>
Owner/Person Responsible: Last - First - MI <i>Alexander, Michelle C</i>	<i>F</i>	<i>W</i>	<i>4/1/10</i>	<i>7325 27th Ave</i>
License #:	Vaccination Expiration: <i>11/15/2017</i>	Quarantine Notification Made By: <i>CEO Paula Hall</i>		

Charge(s): Animal at Large
 Unleashed Animal
 Unlicensed Animal
 Other: _____

Ticket Number(s): _____

Description of Injury: Bite Scratch Unknown
Puncture wound right arm

Medical Attention Required: YES NO

TREATMENT LOCATION: *Home*

HOW OCCURRED 1) PROVOKED 2) UNPROVOKED 3) PLAYFUL 4) UNKNOWN

WOUND LOCATION - *Right Arm*

NARRATIVE:
*Elizabeth was standing at the address above when
 Otis came out and bit her on her right arm causing
 a puncture wound.*

Reporting Officer: *P. Hall 047 / 7. Hall 793* Supervisor - Payroll Number: _____

- All domesticated animals that have bitten a person must be delivered to a veterinarian within 3 days for a first examination and a quarantine of not less than 10 days. Animals currently vaccinated against rabies MAY be quarantined on the owner's premises following a first examination.
- Animals not currently vaccinated for rabies shall be quarantined by a veterinarian or at an isolation facility (at owner's expense) for a period of 10 days following a first examination.
- All animals SHALL receive a second examination by a veterinarian on the 10th day following the bite incident. *10/13/15*

IF THE OFFICER HAS VERIFIED THE LICENSING AND RABIES VACCINATION CERTIFICATION, CHECK BOXES #1 & #3. Final Examination Date
 IF THE OFFICER CANNOT VERIFY BOTH THE LICENSING AND RABIES VACCINATION CERTIFICATION, CHECK BOXES #2 & #3.

Return the signed certificate (by the next business day) to the Kenosha County Environmental Health Dept., 8600 Sheridan Rd., Suite 200, Kenosha, WI 53143, Phone: (262) 605-6700, Fax: (262) 605-6715. Failure to comply with this quarantine order shall result in a fine of not less than \$200 nor more than \$500.

Condition: *all ok per Hall DM* Signature: *Paula Hall DM* Date: *9/30/2015*
 1st Examination (Within 3 Days of Bite)

Condition: _____ Signature: _____ Date: _____
 2nd Examination (On the 10th Day following Bite)

ANIMAL MUST BE VACCINATED AND LICENSED PRIOR TO RELEASE FROM QUARANTINE

**ENVIRONMENTAL HEALTH
FOLLOW-UP REPORT FORM**

Case# 15-150524

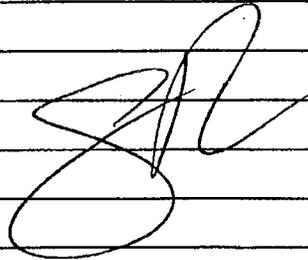
File:

Nedrom, Michelle Dog Otis : pitbull

10-14-15 Contacted Wolf Merrick for 10th Day Exam
Owner failed to bring Otis in on the 10th it is now the
14th

10-14-15 Attempted owner contact twice both times
the phone is out of order.

Contacted dispatch for citation issue.



Home Quarantine,

• 5/11 • no show # she gave was paid for
vot, nothing scheduled. Took note that
dog was involved in Animal Abuse if she
ever comes in for visit.

4/22 called owner, left message.

• Said she can be contacted today
at top 11:30 with questions. Said
dog was up to date

• cop said didn't have to have one
didn't get report sheet. said will
schedule one asap and contact me

4/24 Kenosha Lakes here on may 1st
653-0067

• called Lakeshore, is scheduled at 5:00 lock
5/14 called Lakeshore, did not come in. Fr. day the
sell at 5:00 in next app



KENOSHA POLICE DEPARTMENT
 1000 55th STREET
 KENOSHA, WI 53140
 (262) 605-5200

15-034
KENOSHA COUNTY HEALTH DEPARTMENT
 8600 SHERIDAN RD
 KENOSHA, WI 53143-6515
 92620 605-6700



ANIMAL BITE REPORT

CASE NUMBER: 15-048916	DATE OF OCCURRENCE: 4-6-15	TIME OF OCCURRED: 1840	DATE OF REPORT: 4-6-15	TIME REPORTED: 1925 Hrs
---------------------------	-------------------------------	---------------------------	---------------------------	----------------------------

LOCATION OF INCIDENT: Address, Business Name (If applicable)
 7325 27th Ave

ANIMAL TYPE: Dog	NAME: Otis	BREED: Pit Bull	SEX: M <input checked="" type="checkbox"/> F <input type="checkbox"/>	COLOR: Brindle
---------------------	---------------	--------------------	---	-------------------

Victim: Last - First - MI	Sex	Race	DOB	Address	Phone	Emp/School
Harvey, Tamaricus R	M	B	10-29-00	6110 18th Ave	404-956-6314	

Involved: Last - First - MI

Owner/Person Responsible: Last-First-MI Nerdum, Michelle C	Sex F	Race W	DOB 4-17-81	Address 7325 27th Ave	Phone 914-2367
---	----------	-----------	----------------	--------------------------	-------------------

License #: _____ Vaccination Expiration: 11-01-2017
 Quarantine Notification Made By: N Jameson #632

Charge(s):
 Animal at Large
 Unleashed Animal
 Unlicensed Animal
 Other: _____

Ticket Number(s): _____

Description of Injury: Bite Scratch Unknown
 Medical Attention Required: YES NO
 TREATMENT LOCATION: KMH

HOW OCCURRED 1) PROVOKED 2) UNPROVOKED 3) PLAYFUL 4) UNKNOWN
 WOUND LOCATION

NARRATIVE:
 Tamaricus was playing with Otis, when Otis bit the left hand of Tamaricus leaving a gouge mark that broke skin.

Reporting Officer: N Jameson #632
 Supervisor: [Signature] Payroll Number: _____

- All domesticated animals that have bitten a person must be delivered to a veterinarian within 3 days for a first examination and a quarantine of not less than 10 days. Animals currently vaccinated against rabies MAY be quarantined on the owner's premises following a first examination.
- Animals not currently vaccinated for rabies shall be quarantined by a veterinarian or at an isolation facility (at owner's expense) for a period of 10 days following a first examination.
- All animals SHALL receive a second examination by a veterinarian on the 10th day following the bite incident.

IF THE OFFICER HAS VERIFIED THE LICENSING AND RABIES VACCINATION CERTIFICATION, CHECK BOXES #1 & #3.
 IF THE OFFICER CANNOT VERIFY BOTH THE LICENSING AND RABIES VACCINATION CERTIFICATION, CHECK BOXES #2 & #3.

Return the signed certificate (by the next business day) to the Kenosha County Environmental Health Dept., 8600 Sheridan Rd., Suite 200, Kenosha, WI 53143, Phone: (262) 605-6700, Fax: (262) 605-6715. Failure to comply with this quarantine order shall result in a fine of not less than \$200 nor more than \$500.

Condition: _____ Signature: _____ Date: _____
 1st Examination (Within 3 Days of Bite)

Condition: _____ Signature: _____ Date: _____
 2nd Examination (On the 10th Day following Bite)

ANIMAL MUST BE VACCINATED AND LICENSED PRIOR TO RELEASE FROM QUARANTINE

03/04/16

To whom it may concern,

This is to say that Otis first came to us in 2013 (02/27/13) for a routine physical exam and inoculation. Since then he has been to our facility a few times for vaccinations, bloodwork, laceration repair, suture removal, etc. We were able to handle him promptly despite his anxious behavior.

Now he is 6 years old, castrated male and he is current on vaccinations. I will recommend him to be started on Clomicalm which is an anxiolytic medication plus a comprehensive behavioral management training.

Sincerely,

Kamran M. Khan DVM

Dr. Kamran M. Khan DVM

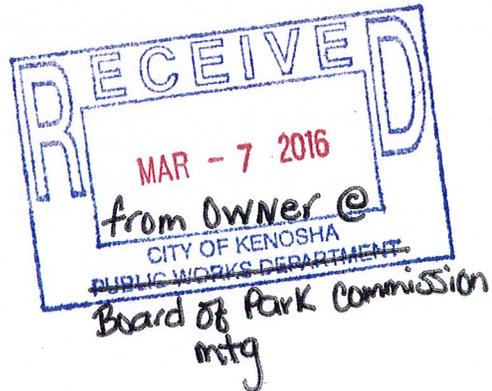
Kenosha Lake Shore Veterinary Clinic

612 59th Street

Kenosha, 53140

(262)653-0067

Fax: (262)653-0071



Canine Territorial Aggression

Aggression which occurs in the context of a familiar environment. These environments can be a home (esp. surrounding activity at the front door), fenced yard or while on leash. It is important to understand that territorial activity is a NORMAL behavior in dogs. Protection of a resource such as territory is necessary for survival of the individual and the species. It is this normal behavior taking place in an inappropriate location and context which results in the behavior becoming a "problem".

Territorial displays do not have to involve bites. Barking, Growling, baring of teeth and snapping can all precede an actual bite. Also, "unprovoked" biting can occur. Often what is termed unprovoked is actually the misinterpretation of clear signals of aggression and/or fear that the dog was displaying prior to the bite. Territorial aggression can often occur in conjunction with a fear based response. The typical history of a bite as the person is walking away from the dog is a good example of a dog wanting to protect territory but not feeling confident enough to do so until they are no longer directly confronted by the individual. Treatment includes:

- Avoiding uncontrolled access to a fenced yard
- Avoiding uncontrolled displays at the front door
- Avoiding uncontrolled greetings of strangers on walks.
- Training the dog to be relaxed
- Gradually introducing the provoking stimulus

Kenosha Lakeshore Veterinary Clinic

612 59th Street
Kenosha, WI 53140
(262) 653-0067

Michelle Nerdrum
7325 27th Ave
Kenosha, WI 53143

Client ID: 556
Invoice #: 97514
Date: 3/4/2016

Patient ID: 23562	Species: CANINE	Weight: 82.00 pounds
Patient Name: Otis	Breed: PITBULL	Birthday: 09/26/2010 Sex: Male

	<u>Description</u>	<u>Staff Name</u>	<u>Quantity</u>	<u>Total</u>
4/2016	EXAMINATION/CONSULTATION	Kamran M. Khan DVM	1.00	\$38.00
	LEPTOSPIRA 4 CGIP		1.00	\$22.00
	HEARTWORM TEST (OCCULT)		1.00	\$24.00
	LYME DISEASE BOOSTER		1.00	\$29.00
	Clomicalm 80mg		30.00	\$49.20
		Patient Subtotal:		\$162.20

- Instructions
- EMERGENCY PHONE NUMBERS:
- ANIMAL E.R. OF KENOSHA & RACINE
(262) 553-9223
 - ANIMAL EMERGENCY CENTER (MILWAUKEE)
(414)540-6710
 - VETERINARY SPECIALTY CLINIC
(47) 459-7535
 - ETC (GRAYSLAKE)
(47) 548-5300

PLEASE NOTE THAT FECAL FLOATATION IS A PRELIMINARY SCREENING TEST FOR PARASITES. PLEASE BRING A FECAL SAMPLE FOR US TO RUN A TEST TO CHECK FOR PARASITES. INTESTINAL PARASITES ARE CONTAGIOUS TO US.

CHECK EXAM DUE IN 2 WEEKS

SOME SICK PETS MAY EXPERIENCE SOME LETHARGY AND SORENESS FROM THE VACCINATIONS. IF THIS PERSISTS LONGER THAN 24 HOURS, PLEASE CALL OUR OFFICE.

ALL PAYMENTS ARE DUE IN FULL AT THE TIME OF SERVICE.

Reminder Letter Report

Sorted by Client ID

Client ID	Client Name	Patient ID	Patient Name	Item ID/Description	Type	Date
556	Nerdrum, Michelle					
Phone:	(262) 914-2367	ext.				
		23562	Otis	4260 HEARTWORM TEST (OCCULT)	L	3/4/2017
				9710 LEPTOSPIRA 4 CGIP	L	3/4/2017
				1110 LYME DISEASE BOOSTER	L	3/4/2017
				1040 DHLPP-PARVO BOOSTER	L	11/18/2017
				1133 RABIES CANINE 3 YEAR BOOSTER	L	11/18/2017

Nerdrum, Michelle C

From: Michelle Nerdrum <mcnerdrum@icloud.com>
Sent: Monday, March 07, 2016 10:54 AM
To: Nerdrum, Michelle C
Subject: Fwd: I am looking for my dog to be assessed for any behavior problems.
Attachments: Consult Fee Schedule.doc; ATT00001.htm

Sent from my iPhone

Begin forwarded message:

From: "Dr. Claudeen McAuliffe" <claudeen@hawspets.org>
Date: March 2, 2016 at 8:42:15 PM CST
To: Michelle Nerdrum <mcnerdrum@icloud.com>
Subject: RE: I am looking for my dog to be assessed for any behavior problems.

Hello, Michelle. It's just awful to find yourself in such a position. I'm so sorry. I will be happy to do an evaluation for you. The cost is \$270 plus travel (\$0.50/mile, round trip). The evaluation is done in your home and is video recorded. You will receive a copy of the video, along with a letter of findings and a copy of the assessment. I will also propose a plan for behavior modification. If you choose to implement the plan, our usual fee schedule will apply. This is attached for your review.

I am a Certified Dog Behavior Consultant (CDBC) through the International Association of Animal Behavior Consultants (www.iaabc.org). I have performed a number of such assessments, usually for social service agencies. If you would like to move forward, please give me a phone number to contact you. I will next be in the office on Friday.

Thank you for your interest in our services. I look forward to your response.
Claudeen

Claudeen E. Mc Auliffe, Ph.D., M.Ed., CDBC
Consultant, Behavior Department
Humane Animal Welfare Society of Waukesha County
Waukesha WI USA
262-542-8851, Ext. 121
claudeen@hawspets.org

February 26, 2016

To the Public Safety and Welfare Committee of the City of Kenosha:

My name is Jennifer Gould-Davies. I am a born and raised life-long citizen and tax-payer of Kenosha. I am addressing this letter to your council in defense of Michelle Nerdrum's dog Otis. I have known Otis since he was a small puppy. My family and I have spent tons of time together over the last 5yrs with Michelle, her children and Otis. I have a 13yr old daughter who has spent many nights sleeping over at Michelle's playing with her children and Otis and loves to be around him. My family has even brought our now 11yr old Australian Cattle dog Buddy over to play with the Otis for long lengths of time without any issues. There has never been an instance where I feared for my family's or my dog's safety around Otis. I have witnessed his love to Michelle and the children every time we are over visiting. He loves to play and even tries to be a happy lapdog with all of us. I have also witnessed him snuggling numerous times in bed with the children and with Michelle herself. I feel that the only time Otis would show any aggressive behavior, is when he feels a need to protect his family or their home. I have never witnessed him showing any aggressive behavior to others. I am employed as Private In-Home Caregiver for the State of Wisconsin in a group home for the physically and mentally disabled and would not fear having any of my clients around Otis at any time. I do not feel that Otis should be judged a violent or overly aggressive animal.

Thank you for your time,

Jennifer M. Gould-Davies



Michelle Nerdrum <mcnerdrum@gmail.com>

Fwd: Dog OTIS

1 message

MarJean Wright <marjeannicole1978@gmail.com>

Mon, Mar 7, 2016 at 11:07 AM

To: mcnerdrum@gmail.com

----- Forwarded message -----

From: "MarJean Wright" <marjeannicole1978@gmail.com>

Date: Feb 27, 2016 9:24 PM

Subject: Dog OTIS

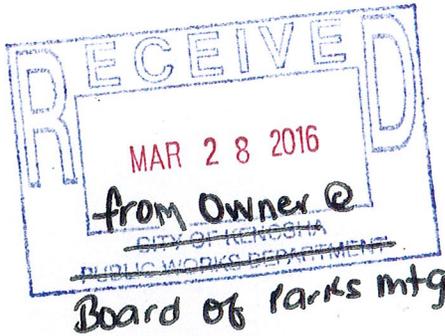
To: <district5@kenosha.org>

Cc:

To whom it May concern.

I am writing to you because you have deemed a dog Named Otis vicious. How ever that is not the case at all. Otis is a good dog. He has never bit anyone. He is really good with kids. My kids love Otis. He is a wonderful dog. He loves to play fetch and can tell when someone has had a bad day and he goes up and snuggles you. Please don't deem OTIS a vicious dog. Because he really is a good dog.

Thank you
MarJean Wright



March 23, 2016

Ms. Michelle Nerdrum
7325 27th Ave
Kenosha WI 53143

Re: Results of Dog Assessment/Evaluation

Dear Ms. Nerdrum:

I evaluated Otis (Canine, 5.5-year-old neutered male Pit Bull) on March 18, 2016, at your home, after concerns were expressed by local police about his behavior toward children in the neighborhood.

The behaviors of concern apparently started in April, 2015. The incident which triggered this assessment occurred in February, 2016. At intake, you reported 4 separate incidents over a 10-month period, one of which resulted in Otis being quarantined out of your home for 10 days.

It is not uncommon for dogs to display arousal behaviors when an unfamiliar person enters the home, or even comes onto the property. When I entered the home, Otis was leashed and held by Mr. Jeff Nerdrum at a distance of about 8 feet from the hall where I stood. Otis was clearly upset with my presence. I did not approach closer, nor allow him to approach me, because his body language was threatening (please see evaluation summary). Despite his threatening response, his posture also showed that he was worried and concerned. As the assessment progressed, I was pleased to see that he was constantly looking to family members for cues and information (although he was not getting much useful guidance from them). This is important because it supports that he is not only social but willing to defer to the human's direction, a quality which can significantly contribute to a positive outcome. He was also able to become calm and maintain a calm state, to focus on task (the assessment activities); and was able to ignore distractions (cats at liberty, very active children, my presence).

The most problematic part of the assessment was the Stranger test, following by two elements of the Handling test (collar grab, hug). He passed all tests except the Stranger test.

It is important to point out that this assessment focuses on discovering the relationship between the behavior of concern (aggression with biting) and its environment. Thus, this evaluation has taken a modified functional assessment approach, which attempts to determine the possibility of a successful

Ms. Michelle Nerdrum

March 23, 2016

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outcome based on a number of environmental variables.¹ Based on our conversations, you consider a successful outcome to be defined by Otis remaining alive in your home, and ceasing to be a threat to visitors through appropriate management and behavior modification. In terms of environmental variables which impact Otis' behavior, there are many. These variables and their interactions will need to be controlled for a successful outcome to occur. Variables considered in this assessment include:

1. Duration of the problem behavior. The longer the dog has engaged in the behavior, the harder it will be to change that behavior, particularly if the behavior is maintained on an intermittent, variable schedule of reinforcement (Otis is not confronted with strangers in a way that he can predict and habituate to). According to your report at intake, Otis showed no aggression to strangers prior to receiving abusive treatment (blankets thrown over him; shoes thrown at him) from acquaintances of your oldest daughter, who entered your home without permission. You did note, however, that Otis has always been anxious, particularly when the "kids play around." Duration of the biting behavior has been about 1 year. Intensity is not increasing with time and has not exceeded Level 3.²
2. Intensity of problem behavior. Level 3 demonstrates some inhibition; the risk is lower, therefore the dog is usually easier to work with and rehabilitate. Nevertheless, once a dog has started to bite, the dog will always bite if the level of stimulus high enough.
3. Medical condition. While Otis is physically healthy, according to your veterinarian, he was recently given a prescription for anti-anxiety medication. You reported that he has always had anxious behavior, but that anxiety intensified 2 years ago (age 3.5y) and included behaviors such as chasing the fan, going in circles, excessive self-grooming, and house soiling. Anxiety disorders may become most apparent as dogs pass through social maturity, and can significantly lower thresholds for aggressive behavior.³
4. Predictability. A stimulus that is predictable is easier to avoid as well as being easier to manage as part of a behavior modification program. Otis' response to strangers approaching and entering the home is predictable and therefore theoretically manageable.
5. Owner's ability and willingness to manage and maintain control of the dog. This involves preventing access to strangers for the foreseeable future, and perhaps for the dog's lifetime. Two of the 4 alleged bite incidents occurred when no supervising adult was present to control the dog. Complete supervision along with appropriate containment (crate, muzzle) are required for successful behavior modification.
6. Training. Otis has effectively had no training, which I define as group dog training classes starting with a puppy class followed by several manners classes, along with continued maintenance of training activities over the lifetime. Such training raises thresholds for fearful, anxious and aggressive behaviors, and allows most animals to be more comfortable and less reactive when they are confronted with novel events. It also enables them to take direction about what is appropriate behavior in a given situation

Ms. Michelle Nerdrum

March 23, 2016

Page 3.

(biddability). Biddable dogs enjoy working and learning with humans and typically have lower incidents of aggressive behavior. While it is never too late to start training, the older the dog, the more effort is needed.

7. Social motivation. Otis appears to enjoy contact with his family, and once he relaxed, demonstrated some curiosity toward me. Behavior modification and training are more likely to be successful with a dog who values human social contact, compared to a dog who is independent and aloof.

8. Children. The discriminative stimuli, i.e., strangers, are often associated with the Nerdrum children; they are in most cases friends, associates, or at least live in the neighborhood. Such individuals often lack judgment, which increases risk.

9. Size of dog. Otis weighs 83 pounds. Size is associated with higher risk.

10. Breed of dog. Otis is a Pit Bull. Breed generalizations should never be made, but the size, energy level and typical temperament of a breed can be problematic in some environments, particularly if temperament qualities are exacerbated by anxiety and the presence of provocative stimuli. Dogs bred to fight are generally more likely to be aggressive, at least in particular situations.

11. Owner resources. It will be essential for you to enlist professional help for Otis' rehabilitation, including your veterinarian and a certified behavior professional. Anticipate the need to set aside at least 1-2 hours daily for the management and training that Otis will need, for 6-12 months or longer. Changing behavior takes time.

12. Owner commitment. You have indicated to me your commitment to a successful outcome, and this will include managing Otis' behavior in every situation. Your burden of care cannot be shared with the children. At a minimum you will need to closely monitor Otis' behavior and be alert for subtle changes in his attitude that signal his discomfort with a situation. You must learn and be able to manage tense situations and maintain this vigilance for Otis' lifetime. Finally, you must supervise everyone in your

home to insure their commitment and compliance. Your entire family will need to comply with the requirements of a behavior modification program, and such programs can become tedious for anyone not fully committed to the outcome.

I can appreciate that this sounds daunting. I wish to point out that you have already taken some steps in the right direction, which include finding a behavior consultant, working with your veterinarian to reduce anxiety, teaching Otis to wear his muzzle, and setting some boundaries for your children's behavior. These are positive steps, and represent a good start.

Ms. Michelle Nerdrum

March 23, 2016

Page 4.

In my opinion, Otis' behavior, if uncontrolled, is currently a threat to visitors to your property. His motivation for threatening behavior is likely anxiety, and fear caused by provocative behavior of visitors. With your family he is friendly, social, and gentle, although anxious and somewhat lacking in confidence.

Following is a summary of positive and negative variables:

- Duration of problem behavior: 1 year (4 documented incidents). The behavior is learned and of shorter duration: +
- Intensity of problem behavior not increasing: Level 3 or below. Note difficulty in assessing this because the actual bites were not witnessed in 3 of 4 incidents: +
- Medical condition: Undiagnosed generalized anxiety disorder with compulsive components. This can be effectively treated with medication and behavior modification, provided other variables are concurrently managed: +
- Predictability of discriminatory stimulus: +
- Owner's ability and willingness to manage and maintain control of the dog: +
(Note that ability and willingness do not guarantee it will happen.)
- Otis lacks training, however, he is biddable and can be worked with. He is not aloof and independent. He is socially motivated: +
- Children/friends/neighbors are very active and represent potentially provocative stimuli: -
- Size: 83 pounds: -
- Breed: Pit Bull: -
- Owner resource availability: Unknown
- Owner compliance: Unknown, however, you have taken definitive action to engage my services and comply with law enforcement.

Until Otis' case is decided, you will need to ensure an emotionally as well as physically safe environment for all. Recommendations include:

- Prevent access to visitors by putting Otis in his crate with a bone to chew. Ideally this is in a room with a door that can be locked, and only you have the key, and you keep the key with you at all times.
- Otis should never be tied outside in the yard unless you are there with him.
- Otis should be muzzled when in the back yard, and whenever leaving the home for visits to veterinarian or behavior consultant.

Ms. Michelle Nerdrum

March 23, 2016

Page 5.

- Children should not be allowed to rough house around Otis, or wrestle with him.
- No one except immediate family has access to Otis.

Should you have questions, please feel welcome to contact me. Thank you for the opportunity to evaluate your dog.

Sincerely,

Claudeen E. Mc Auliffe, Ph.D., M.Ed., CDDBC
Manager, Behavior Department

Enclosures:

- CD with videos
- Evaluation Instructions
- Evaluation Summary
- Dr. Ian Dunbar's Dog Bite Scale

1. O'Heare, J. (2007). Aggressive behavior in dogs: A comprehensive technical manual for professionals. Ottawa, Canada: DogPsych Publishing.

2. Dunbar, I. Dunbar, I. (2006). Accessed 12/31/14 from <http://www.dogtalk.com/BiteAssessmentScalesDunbarDTMRoss.pdf>

3. Overall, K.L. (2013). Manual of clinical behavioral medicine for dogs and cats. St. Louis, MO: Elsevier.

HAWS - Canine Behavior Evaluation Summary

Account #: N/A Dog's Name: Otis Gender: IM IF NM SF
Age: 5.5y Breed: Pit Bull Surrender Date: N/A Eval Date: 3/18/16

Tester: Michelle Nerdrum Video Recorder: Claudeen Mc Auliffe Note Taker: Claudeen Mc Auliffe

N/A Stray N/A Surrender

Profile Notes: Obtained from ex-husband's friend at age 6 months. No formal training or socialization; possible abuse. Otis is currently being medicated for anxiety. Active family. Otis has a bite history to Level 3 (Dunbar Bite Scale) and was quarantined for biting in October, 2015.

Restrictions:

None: Interaction with immediate family only .

No Child Under: Click here to enter text.

Cats?: OK

Dogs?: Unknown and not evaluated

Must meet with trainer: To manage aggression issues

Other: Please see letter describing assessment and results

Mod Squad Recommendation: N/A

Notes for Vet: N/A

Harness Fitting: N/A 1 2 3

Cage Presentation: MS
N/A

Sociability: MS

Displayed no attraction to family while stranger was in the room, until they started to interact (talking, petting) with him. At this point he relaxed (body became looser) and disengaged from active involvement with stranger and focused on family. Note spatulate tongue indicative of anxiety.

Handling: MS

Click here to enter text. Tenses/turns head toward hand Pulls Away Stiffens Whips head toward hand Whale Eye

Tooth exam: Panting and whale eye indicate worry and anxiety. Ears back indicate submissive posture. Cooperative and relaxed for all 5 tooth exams. Body: Cooperative for all exercises. Spatulate tongue, base of tail below plane of back, ears back, lip licks, rounded back indicate mild fear/anxiety. Dog remained aware of stranger throughout, but offered no aggressive response. "Lead by collar:" Otis curled onto his side with left front paw raised, indicative of moderate fear. Offered submissive roll over, ears well back. Second attempt resulted in submissive roll and shake off. "Hug" resulted in submissive rollover with stiff front legs pushing against tester. Otis postures show great discomfort and worry when his collar is grabbed and when he is hugged.

Arousal: MS

Click here to enter text. **No Interest** **Level of Interest:** Click here to enter text.

Likely still somewhat worried from collar grab and hug in last test. Little interest in rope tug. Also, tail remains below plane of back, ears back. Eventually engaged in play with tug and became somewhat relaxed with looser tail and body.

Sensitivity (Startle): MS

Recovers within 5 seconds Ignores distraction Runs away with tail tucked

Approached to investigate pots on floor. Neither approach nor avoidance displayed to umbrella or verbal correction. Response to children running and playing around him: Picked up his toy and solicited play with child. Animated, ears up.

Resource Guarding: MS

Note: Otis made direct, soft eye contact with stranger; attitude calm and behavior appropriate. But note whale eye and still somewhat spatulate tongue and panting and stiffness. Otis is still mildly worried about what we are doing. Leash is mostly slack at this point: Otis needs minimal restraint to stay with family.

Food Bowl:

Pig's Ear:

No interest in food Allows hand in/around/to remove bowl

- Eats with more intensity
- Stiffens/freeze
- Moves muzzle toward hand
- Whale eye
- Lip curl
- Growl
- Lunge
- Bite
- Other: Click here to enter text.

Basted bone used instead of pig's ear No Interest

- Allows hand to touch and take resource
- Reluctant to release object, but releases it
- Moves resource away, but releases it
- Stiffens/freeze
- Whale eye
- Lip curl
- Growl
- Lunge
- Bite
- Other: Click here to enter text.

Stranger: MS

Rose from sitting position, oriented toward stranger as she entered. Ears well back, mouth puckered, barking, commissure (corners of mouth) well forward. Body stiff, front legs braced, direction of movement forward. Ears back, base of tail elevated approx. 30 degrees above plane of back and tail "broken" as if dog wishes to tuck it. Facial tension present, head somewhat lowered, some hackling over shoulders.

Other Animals: MS

Cats?: not tested **Dogs?:** not tested

TO: John M. Antaramian, Mayor
Members of the City of Kenosha Common Council

FROM: Brian Wilke, Development Coordinator *BW*
Department of Community Development and Inspections

RE: **Special Exception (Fence Code) Request from Crystal Hearton to Install a Six-foot (6') Tall Privacy Fence in the Front Yard at 5017 55th Street (Parcel #08-222-35-304-004) (Zoning: RS-2) (District 11)**

DATE: June 2, 2016

This item was deferred by the Common council at their meeting on May 16, 2016. The Alderman for the District, Alderman Gordon, requested time to speak with the neighbors on this issue.

The applicant, Crystal Hearton, hired a contractor to construct a six-foot tall wood fence in the front yard setback area of her residence at 5017 55th Street. She is requesting a special exception for the location and height of the fence, as a fence in a residential district is only allowed a maximum height of four-feet and must be fifty-percent open. The fence that was constructed was a six-foot (6') solid fence. See photos and map, attached.

Section 16.11 of the Zoning Ordinance provides the City of Kenosha Common Council the ability to approve a Special Exception for fences based on the following criteria:

B. Special Exception Upon application for a Special Exception, the Common Council may, after investigation and public hearing, grant a Special Exception from 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.

The following sequence of events is pertinent to this appeal:

March 3, 2016	Mr. Tenoch Martinez, of Quality Fencing, applied for a permit to install a fence on March 3, 2016. According to the application, the permit was for a six-foot (6') tall fence to be located in the rear and side yards of the residential property. The application met all of the criteria of Section 16 of the Zoning Ordinance and was issued the same day.
March 11, 2016	City Inspector viewed the completed fence installation and determined that it was not constructed per Section 16 of the Zoning Ordinance nor in compliance with the fence permit.
March 16, 2016	A letter was sent to the homeowner indicating that an inspection had been conducted and the fence was not constructed per the Zoning Ordinance or permit plan (<i>copy of orders attached</i>).

The applicant chose to submit a request for a Special Exception to keep the fence at the constructed location and height. The applicant has indicated that her intent with the fence location and height was to keep a trampoline inside the fence and not to have it be accessed by children from the school across the street. For clarification, on a corner lot, the shorter of the two street frontages is considered the front yard for setback purposes, regardless of the orientation of the house. In this case, the West side of the yard facing 51st Avenue is

Hearon Exception
Page 2

the front yard setback area. Any fence in this front yard setback area must be no taller than four-feet in height and must be a minimum of fifty-percent open. This is the same standard that would apply to any lot South of the subject property with a front yard facing 51st Avenue. Section 16 of the Zoning Ordinance regulating fences keeps fences in the front yard setback area lower and decorative to maintain the aesthetic appeal abutting the street rights-of-way.

Per the Zoning Ordinance, property owners within 100 feet of the applicant's property were notified by mail of the public hearing.

Recommendation: A recommendation is made to deny the Special Exception request. The residential front yard setback area requires a fence that is no taller than four-feet (4') in height and must be fifty-percent (50%) open. This lot does not have any unique characteristics making adherence to the Ordinance difficult to achieve. Maintaining the fence that was constructed in violation of the permit issued would damage the aesthetics of the area as viewed from the 51st Avenue right-of-way. Any of the properties South of this property with front yard setback areas along 51st Avenue would not be allowed a fence such as this.

BRW:saz

Attachments

CITY OF KENOSHA
DEPARTMENT OF COMMUNITY DEVELOPMENT AND INSPECTIONS

RECEIVED
MAR 28 2016
CDI - Rm 100

ZONING ORDINANCE – SECTION 16 – FENCE CODE
APPEALS / SPECIAL EXCEPTIONS TO COMMON COUNCIL
APPLICATION FORM

625 52nd Street, Room 100 Kenosha, WI 53140 Telephone: 262.653.4263

OWNER CRYSTAL L HEARTON PHONE NUMBER 262 287 4948

ADDRESS 5017 55th ST

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 CRYSTAL L HEARTON PHONE NUMBER 262 287 4948

ADDRESS 5017 55th ST

ADDRESS OF SPECIAL EXCEPTION REQUEST 5017 55th ST
(If the property is undeveloped, a parcel number is required)

SPECIFIC SPECIAL EXCEPTION USE BEING REQUESTED
4' in place of 4' or 50% open
land Attached Letter

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.

Crystal L Hearton
SIGNATURE (Owner or Agent for Owner)

3-21-16
DATE

FOR OFFICIAL USE ONLY

Date Filed _____ Receipt Number _____

RE: 5017 55th St Special Exception Request

City of Kenosha,

On March 3rd, my fence contractor applied for a fence permit. He fully documented the details of the project including 6' privacy on West side. The permit application was approved.

The fence was erected as previously documented. On March 11th, the inspection failed.

I am requesting a variance to the fence code.

What the City considers the front yard, I consider the side yard. My children use a trampoline behind this fence. The safety of my children is paramount and the 6', privacy fence provides me with safety and piece of mind. Our home is frequently visited by children and students at the nearby school. The City approved the permit to my contractor and is now changing the requirements. If the fence is 4' high, the fence can be scaled and would pose a liability to me family. As the fence sits, there are line of sight issues at all.

Thank you,

Crystal Hearton



FOR OFFICE USE ONLY	
Date	<u>3/3/16</u>
Permit #	<u>165130</u>
Needs Approval	_____
IP	_____
Fee'd	<u>83</u>

APPLICATION FOR FENCE PERMIT
Form #CDI110 (rev. 01/16)

Permit Fee - \$60.00 (2X Fee if work is started prior to issuance of permit)

Project Address 5017 55 St Check one: 1 or 2 family Commercial* Multi-family*
 If commercial or multi-family, zoning approval is required. Please do not submit payment with application.
 Property Owner Crystal Heaton Contractor Quality Fencing
 Mailing Address Same Mailing Address 4607 10 Ave
 City Kenosha State WI Zip 53144 City Kenosha State WI Zip 53140
 Phone (262) 287-4948 Phone (262) 620 1038
 Property Owner e-mail: _____ Contractor e-mail _____
 Estimated Cost 6820 Project Name (if commercial property) _____

Front Yard Fence Height 6 Fence Type: Split Rail Wrought Iron Picket
 Note: Front yard fences shall be minimum 50% open fencing--(chain link and stockade fencing not permitted in front yards)
 Rear Yard Fence Height _____ Side Yard Fence Height 6
 Fence Type: Solid Privacy Split Rail Wrought Iron Picket Chain Link Lattice Other _____

Zoning Ordinance (16.0) Requirements:

Property is a corner lot: Yes No
 Will the fence be located adjacent to a sidewalk? Yes No A 6" setback from the public sidewalk is required.
 Will the fence be located adjacent to a driveway, alley, or other vehicular roadway? Yes No
 (If yes, applicant agrees to maintain required vision clearance triangle areas)
 Will the fence be closer than 3' in front of a door or window of a neighbor's home? Yes No
 (If yes, a review by the Zoning Division is required prior to issuance of permit)
 Will the fence be located atop a retaining wall? Yes No
 (Fencing located atop a retaining wall, berm, or other methods to raise the elevation of the site shall require a preliminary inspection by the Department prior to installation)

Note: All fences shall be installed with the finished side facing the adjacent property or public right-of-way, and the fence posts must be located on the inside of the fence facing the property on which the fence is located.

After Approval/Processing of this Fence Permit Application:

If you do not intend to proceed with this project, please contact our office at 262.653.4263 to avoid paying the entire cost of the permit. Processing fees will be charged. Any/all unpaid permit fees, along with an additional \$100.00 Administrative Fee, will be processed as a special charge against the real estate upon which the service was performed.

I agree to comply with all applicable codes, statutes, and ordinances, and with the conditions of this permit; understand that the issuance of the permit creates no legal liability, express or implied, on the state or municipality; and, certify that all of the permit information herein is accurate. Fencing installed at the rear of double-frontage lots shall adhere to front yard setback requirements. Fence installation shall be completed within 180 days of issuance of permit. The applicant is responsible for locating fence on intended property and certifies that fence does not encroach onto public right-of-way, easements, or neighboring properties. The applicant is responsible for removal and placement of fencing located in easement areas. Applicant agrees to maintain required vision clearance triangle areas. I expressly grant the building inspector, or the inspector's authorized agent, permission to enter the premises for which this permit is sought at all reasonable hours and for any proper purpose to inspect the work which is being done.

Applicant Signature: _____ Date March 3rd

After installation of fence, please call 262.653.4263 to schedule a final inspection. 2016

APPLICATION FOR FENCE PERMIT

On the illustration below:
 List fence height at proposed locations of fence installation: Example: 6'
Rear Fence Height

For Corner Lots: Please show locations of garages, both streets, public sidewalks, driveways, alleys, and all visual clearance triangles. **Note:** The shorter of the two street frontages is considered the front yard for purposes of setback, regardless of which direction the house faces.

Note: A separate site plan (size 8 1/2" x 11" or 11" x 17") is required for commercial fence installations.

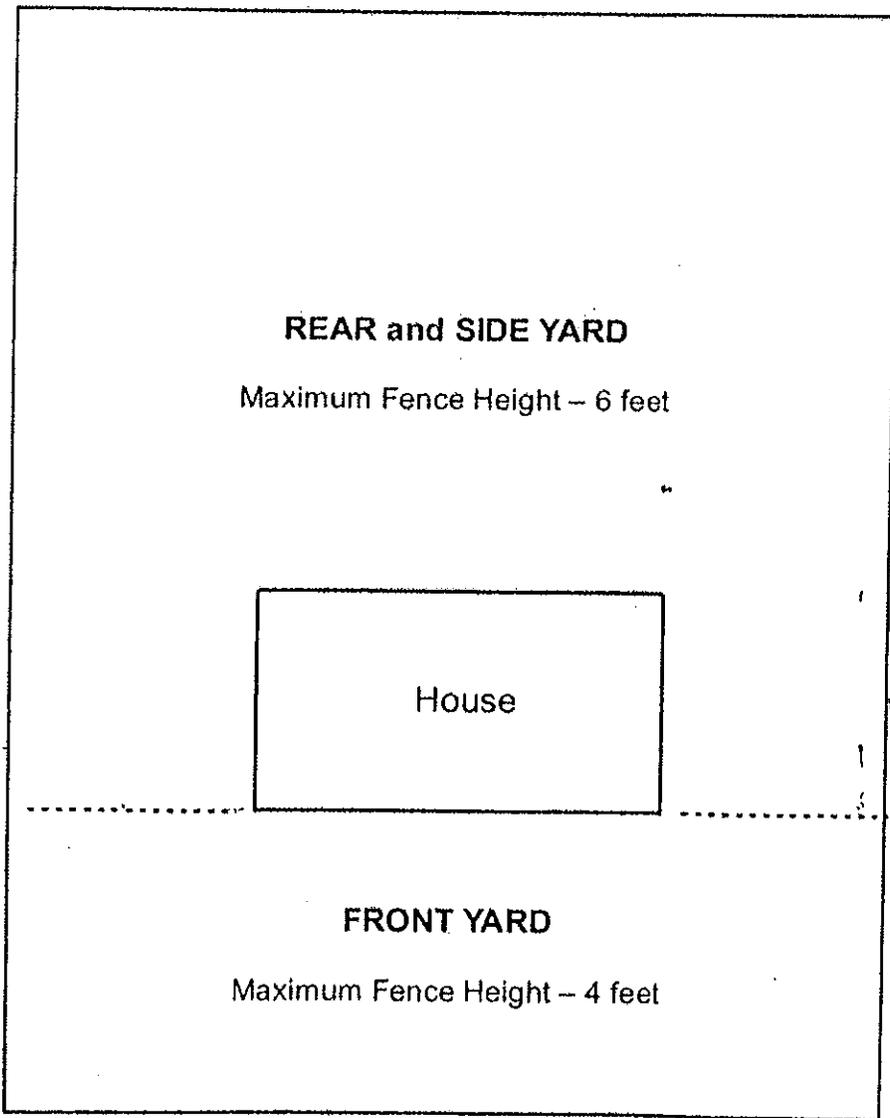
Located to the rear of project property is:

Neighbor
 Alley
6'
 Rear Fence Height

Located this side of project property is:

Neighbor
 Street

6'
Side Fence Height



Located this side of project property is:

Neighbor
 Street

6'
Side Fence Height

4'
Front Fence Height

4'
Front Fence Height

4'
Front Fence Height



March 16, 2016

Crystal Hearton
5017 55th Street
Kenosha, WI 53144

Dear Ms. Hearton:

RE: Fence Ordinance Regulation/Enforcement Notification-5017 55th Street

On a recent site inspection, it was noted that a fence was installed that is not in compliance with Chapter 16 of the Zoning Ordinance for the City of Kenosha. On a corner lot, the shorter of the two street frontages is considered the front yard. A fence in the residential front yard can be no higher than four feet (4') tall and must be a minimum fifty percent (50%) open. The fence constructed on your property is six feet (6') tall and solid. While a permit was obtained for construction of the fence, the fence was not constructed per the permit or the Zoning Ordinance.

To circumvent any penalties, you are hereby ordered to remove the subject fence or reconstruct the fence per the approved fence permit no later than March 31, 2016..

Failure to remove the subject fence or reconstruct the fence as specified above will result in the assessment of re-inspection fees (to the property owner) in accordance with Section(s) 11.01 of the Zoning Ordinance. The amount of the re-inspection fee starts at \$72.00 and escalates with each re-inspection, up to a maximum fee of \$360.00 per inspection. These charges, if not paid within thirty (30) days of billing, will be added to the real estate tax bill for this property as a special charge, along with an administrative fee of \$100.00. No further notice and order shall be necessary for any "recurring violation" committed by a person within any one (1) year period.

If you have any questions, please contact me at 262.653.4049 or via email at bwilke@kenosha.org.

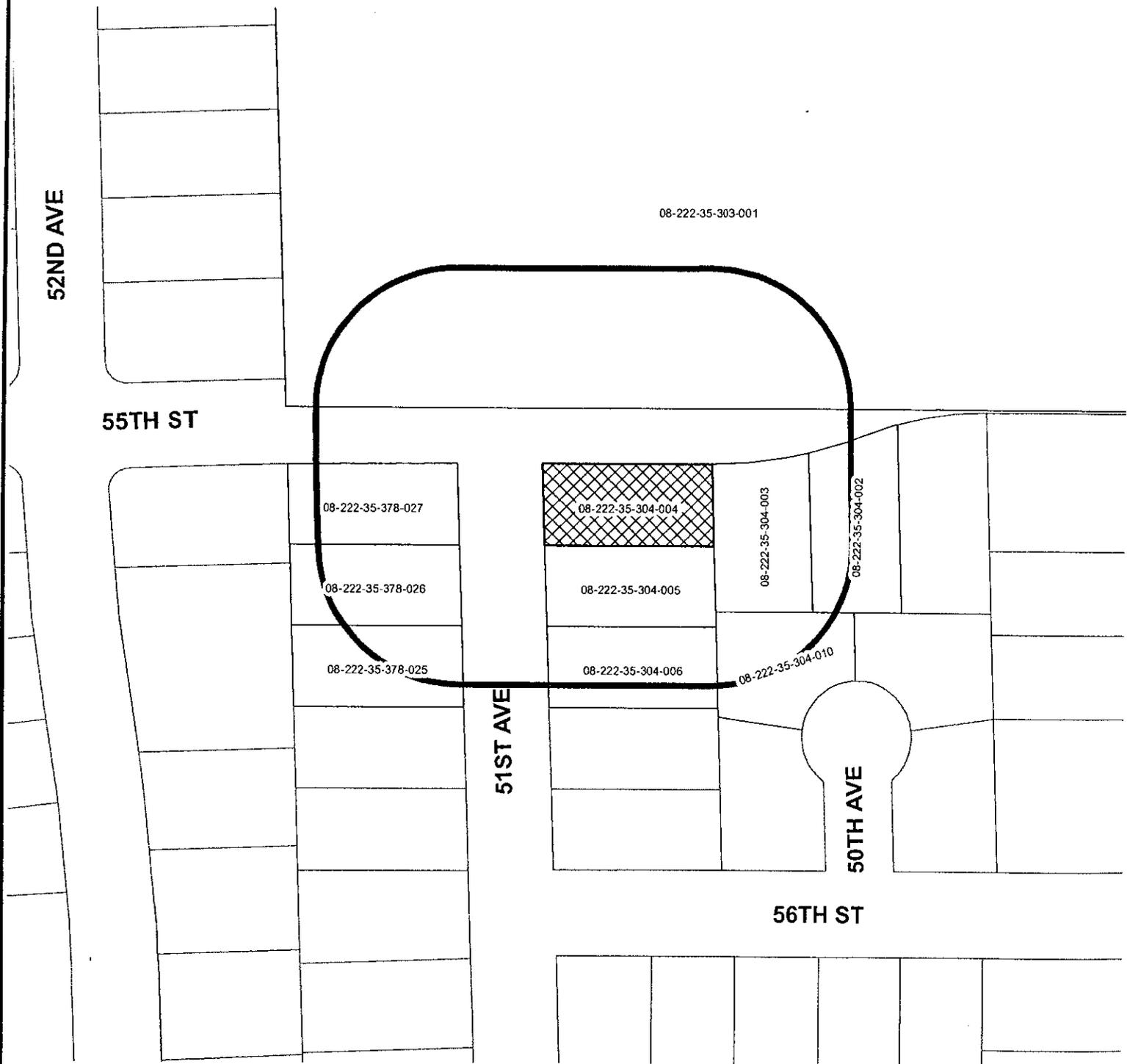
Sincerely,

Brian R. Wilke
Development Coordinator

BRW;jmu

Hearon

Request for Fence Exception



Subject Property

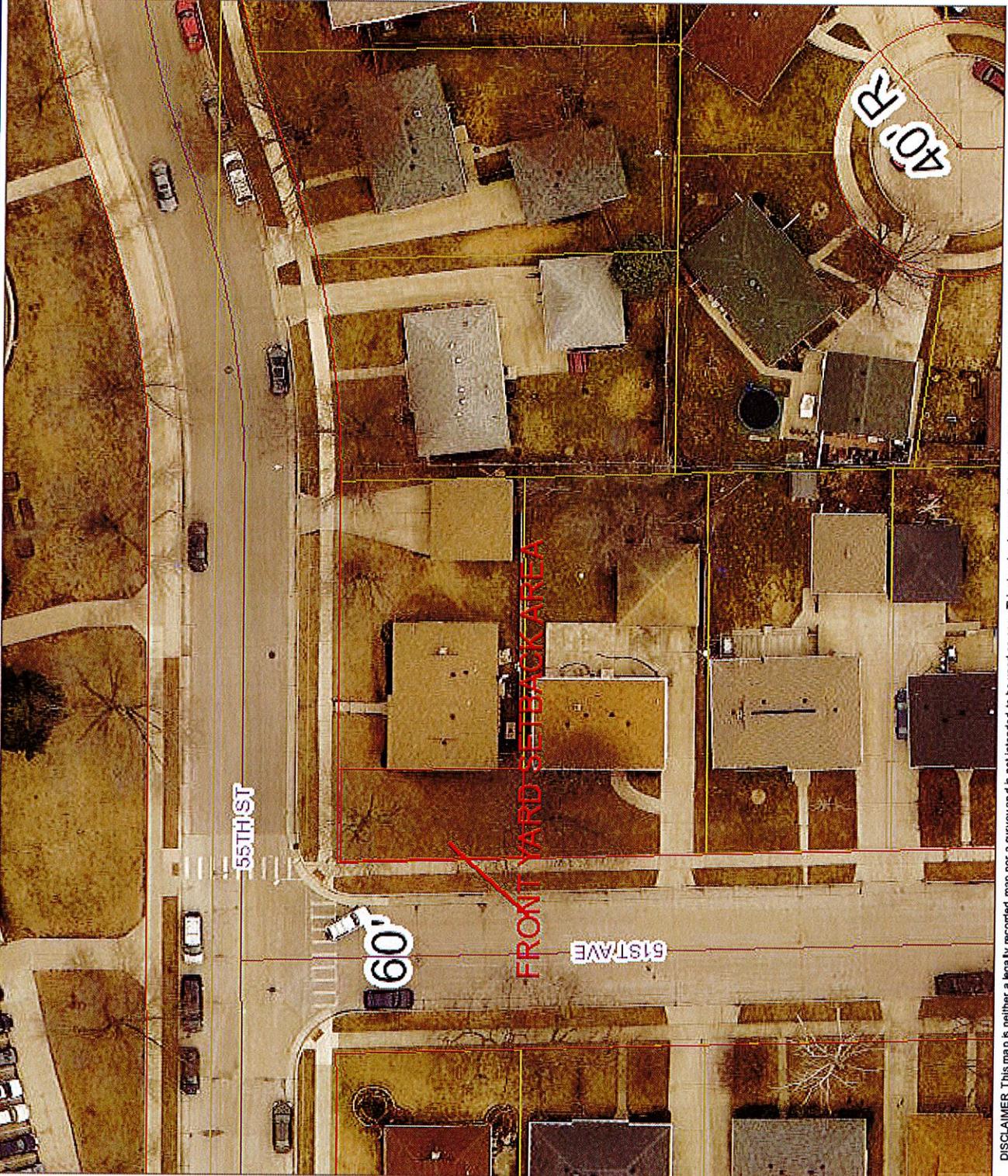


100-foot Notification Boundary



0 90
June 6, 2016 8:11

Feet



1 inch = 46 feet

DISCLAIMER: This map is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, data and information located in various state, county and municipal offices and other sources affecting the area shown and is to be used for reference purposes only. Kenosha County is not responsible for any inaccuracies herein contained. If discrepancies are found, please contact Kenosha County.

Date Printed: 5/12/2016





Common Council Agenda Item B.5.



5151 Avenue





51st Avenue →

← 55th Street

June 6, 2016 Pg. 87



May 4, 2016

Dear Property Owner:

SUBJECT: Hearton Fence exception at 5017 55th Street

The property owner at 5017 55th Street is requesting a Special Exception from the Fence Requirements found in Section 16 of the Zoning Ordinance. Our records indicate that you own property within 100 feet of that property. A map of this area is enclosed.

The owner is requesting to maintain a six (6') foot tall solid fence located in the front yard of the residence, installed in violation of the fence permit.

A public hearing will be held by the **Common Council at their meeting on Monday, May 16, 2016 at 7:00 pm, in Room 200 of the Municipal Building, 625 52nd Street**. The public hearing provides an opportunity to voice any concerns or ask any questions about the Special Exception Request.

If you have any questions or would like to see a copy of the proposed plans, please contact me at 262.653.4049 or e-mail me at bwilke@kenosha.org.

Sincerely,

Brian R. Wilke
Development Coordinator

BRW;jmu
Enclosure



May 31, 2016

Dear Property Owner:

SUBJECT: Hearnton Fence exception at 5017 55th Street

You were recently notified about the property owner at 5017 55th Street requesting a Special Exception from the Fence Requirements found in Section 16 of the Zoning Ordinance.

The owner made a request to maintain a six (6') foot tall solid fence located in the front yard of the residence, installed in violation of the fence permit.

The item was deferred at the May 16, 2016 meeting of the Common Council. A new public hearing will be held by the **Common Council at their meeting on Monday, June 6, 2016 at 7:00 pm, in Room 200 of the Municipal Building, 625 52nd Street**. The public hearing provides an opportunity to voice any concerns or ask any questions about the Special Exception Request.

If you have any questions or would like to see a copy of the proposed plans, please contact me at 262.653.4049 or e-mail me at bwilke@kenosha.org.

Sincerely,

Brian R. Wilke
Development Coordinator

BRW:jmu
Enclosure



COMMUNITY DEVELOPMENT & INSPECTIONS

May 31, 2016

Crystal Hearton
5017 55th Street
Kenosha, WI 53144

Dear Ms. Hearton:

Subject: Request for Special Exception for Fence in Front Yard at 5017 55th Street

In accordance with the decision of the Finance Committee and the Common Council at the May 16, 2016, meeting(s), please be advised that your request as noted above was deferred until the June 6, 2016, meetings.

The City of Kenosha Finance Committee will again review your above-referenced request at their regular meeting to be held on Monday, June 6, 2016 at 6:00 p.m. in Room 204 of the Kenosha Municipal Building, 625 52nd Street.

The recommendation of the Finance Committee will be acted upon by the Common Council at their regular meeting to be held at 7:00 p.m in Room 200 of the Municipal Building following the Finance Committee meeting.

If you have any questions, please contact me at 262.653.4257 or szampanti@kenosha.org.

Sincerely,

Sue Zampanti
Office Associate

/SAZ

TO: John M. Antaramian, Mayor
Members of the City of Kenosha Common Council

FROM: Brian Wilke, Development Coordinator *BRW*
Department of Community Development and Inspections

RE: **Special Exception (Fence Code) Request from Mark & Georgette Paielli to Reconstruct a Seven-foot (7') Tall Privacy Fence in the Rear and Side Yards at 8520 37th Avenue (Parcel #04-122-13-227-004) (Zoning: RS-2) (District 14)**

DATE: June 2, 2016

The applicants, Mark & Georgette Paielli, have an existing seven-foot (7') tall wood fence in the side and rear yard of their residence at 8520 37th Avenue. They are requesting a Special Exception for the height of the fence, as six feet (6') is the maximum height limit for a rear-yard residential fence. They would like to reconstruct the fence at the height it is today.

Section 16.11 of the Zoning Ordinance provides the City of Kenosha Common Council the ability to approve a Special Exception for fences based on the following criteria:

***B. Special Exception** Upon application for a Special Exception, the Common Council may, after investigation and public hearing, grant a Special Exception from 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.*

Analysis:

The applicant submitted the attached petition for a Special Exception. The petition is a request to be able to reconstruct the existing fence on the property. The existing fence is seven feet (7') tall at its highest point, and dips down to six-and-one-half feet (6.5'). Without an approved Special Exception, a new fence could only be built at six feet (6') tall.

The properties to the north and west are vacant. The properties to the south are occupied with single-family residences. The applicant submitted a letter of support signed by the property owner to the south at 3708 Van Buren Road.

Per the zoning Ordinance, property owners within 100 feet of the applicants' property were notified by mail of the public hearing.

Recommendation:

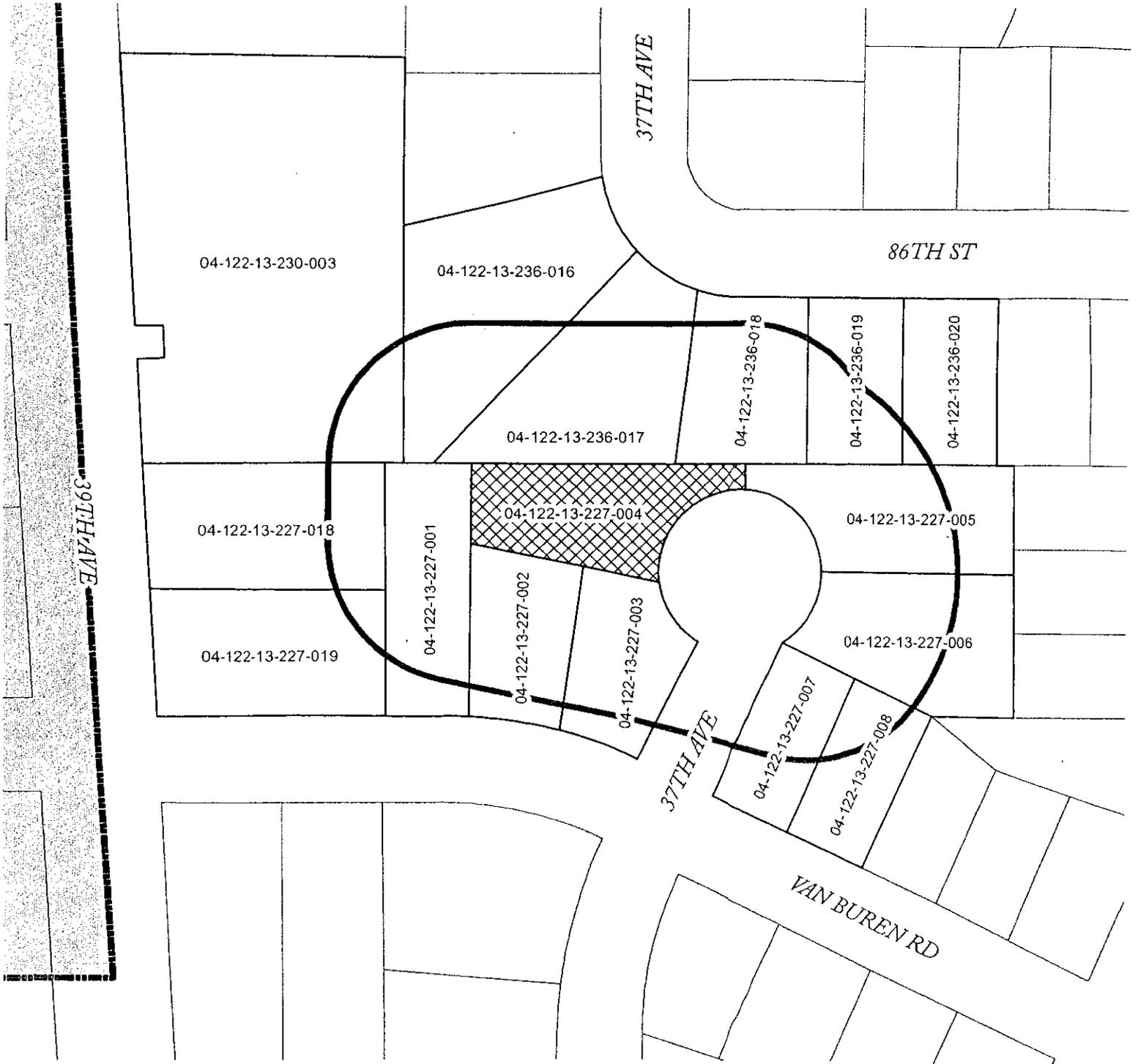
Since the Fence Ordinance limits the maximum height for a back yard fence to six feet (6') for residential properties, and this lot does not have any unique characteristics making adherence to the Ordinance difficult to achieve, a recommendation is made to deny the Special Exception request.

BRW:saz

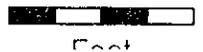
Attachments

Paielli

Request for Fence Exception



-  Subject Property - 8520 37th Avenue
-  100-foot Notification Boundary





FOR OFFICE USE ONLY	
Date Filed	_____
Received by	_____
Receipt Number	_____

APPLICATION FOR SPECIAL EXCEPTION FOR FENCES
 Form #CDI168 (rev. 05/16)

8520-37TH AVENUE IN KENOSHA, WI
 Location of Special Exception Request

APPLICANT MARK + GERGETTE PAIELLI PHONE (262) 694-1166
 MAILING ADDRESS 8520-37TH AVENUE E-MAIL PIFAMILY4@SBLGLOBA
 OWNER (if different from applicant) _____ PHONE _____
 MAILING ADDRESS _____ E-MAIL _____

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.

I/We MARK + GERGETTE PAIELLI hereby apply for a Special Exception pursuant to Section
 (Property Owner / Applicant)
 Section 16.11 B of the City of Kenosha Zoning Ordinance for 8520-37TH AVENUE IN KENOSHA
 (Address / parcel # of subject property)

to allow (describe request) REPLACE OUR EXISTING FENCE WITH THE SAME
HEIGHT WE'VE HAD FOR 30+ YEARS. 7' TO A 6 1/2' SCALLOP
CEDAR BOARD ON BOARD. WE'RE INCLUDING PICTURES SHOWING
THE VIEW FROM OUR YARD, THE ONE NEIGHBOR NEXT TO IT AND
THE FIELD VIEW FROM THE OTHER TWO SIDES OF IT.

(A separate sheet of paper may be used if additional space is required.)

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

Applicant's signature: Mark Paielli. Gergette Paielli.

5/20/2016

Mark and Georgette Paielli
8520-37th Avenue
Kenosha
Wisconsin 53142-2500

Dept. of Community Development and Inspections
625-52nd Street Room 100
Kenosha
Wisconsin 53140

Dear Committee Members,

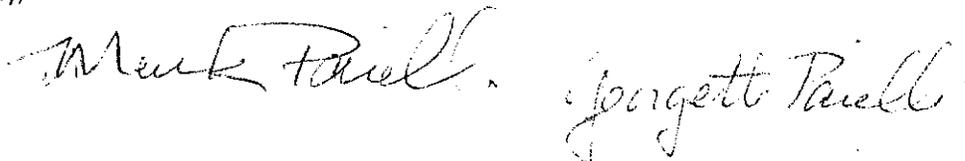
We have had a cedar, seven foot to a six and a half foot scallop, board on board fence surrounding our back yard for over thirty years. We have maintained it at that same height over the years due to wind damage and just general maintenance.

We experienced more damage this spring from high winds and have decided to start to replace whole sides at a time instead of just continuing to do repairs. This is when we found out about the new height restrictions.

We would prefer not to lose our existing height for the sake of privacy and it will continue to match the rest of the fence as we are replacing the fence one side at a time. We have a large yard which helps with the scale of the fence to not look too tall. We have enclosed pictures to help you visualize what we have and would like to keep. We've also include a signed letter from the one neighbor who's property abuts the fence. He has no objections to us maintaining the current height of the fence.

We are not asking the city to grant us something new. We are just asking that we can keep what we have had for all of these years. We thank you for your time in this matter and are available to answer any questions you may have for us.

Sincerely,

Handwritten signatures of Mark and Georgette Paielli in cursive script.

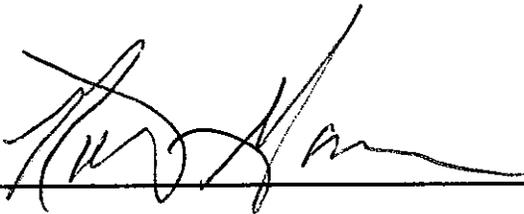
Owners
Mark and Georgette Paielli
262-694-1166 (Home)
262-914-0264 (Mark's Cell)
262-914-0263 (Georgette's Cell)

I/We the undersigned live at 3708 Van Buren Road. Our property's back yard is adjacent to 8520-37th Avenue to the north. We have no objections to the existing fence being rebuilt at the same height that it has always been.

I/We understand that this sheet is being submitted with a Special Exception Application for Fences and will be reviewed at a city council meeting.

Robert Garren

PLEASE PRINT NAME(S)

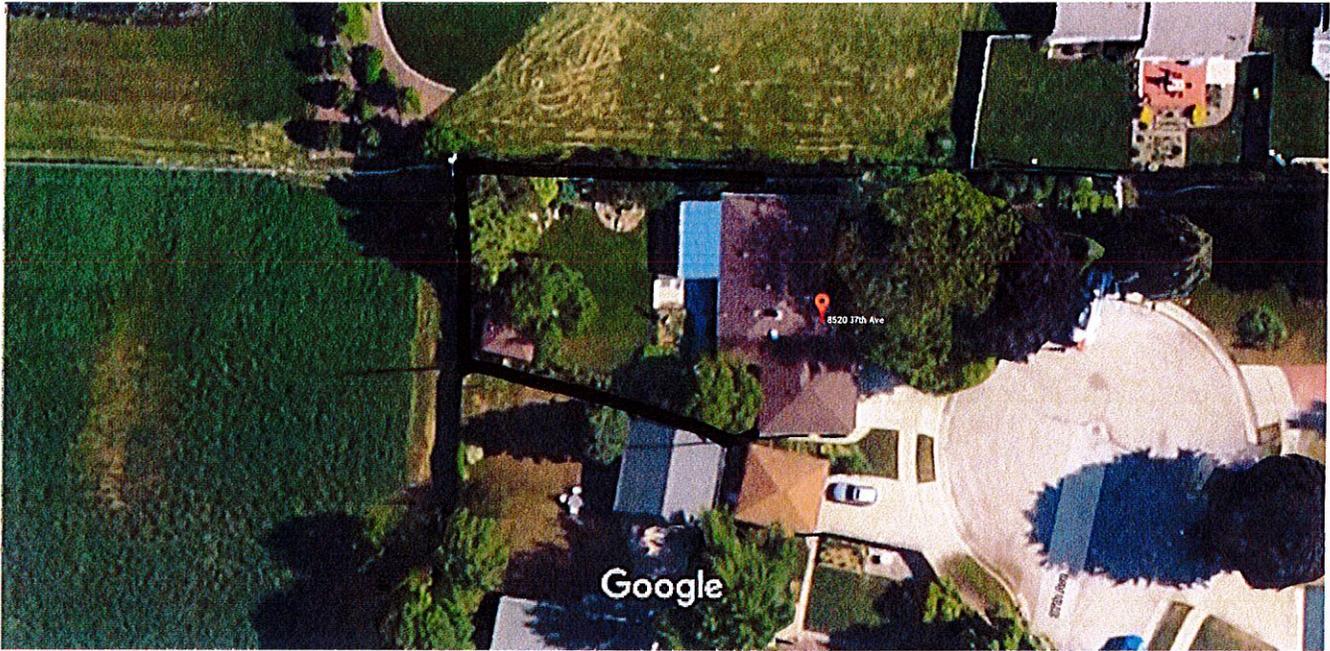


SIGNATURE

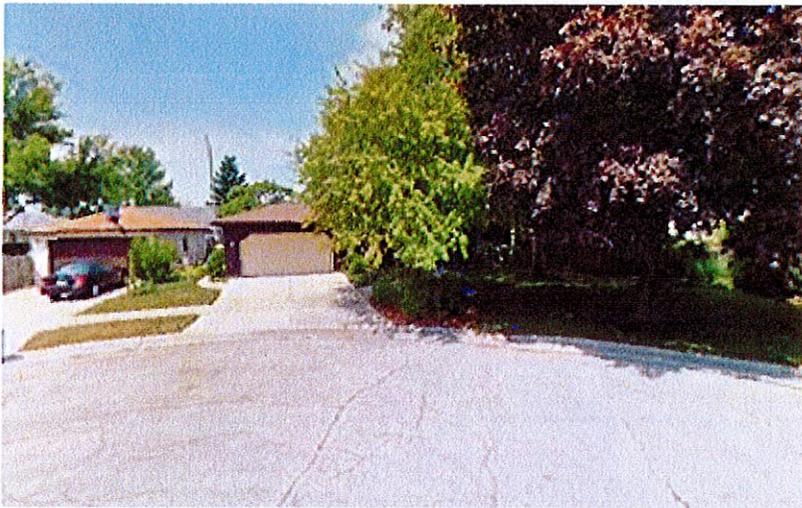
5/18/16

DATE

BACK YARD DIMENSIONS



Imagery ©2016 Google, Map data ©2016 20 ft



8520 37th Ave
Kenosha, WI 53142



NORTH SIDE 96'
WEST SIDE 59'
SOUTH SIDE 87'





South View

South View



South View

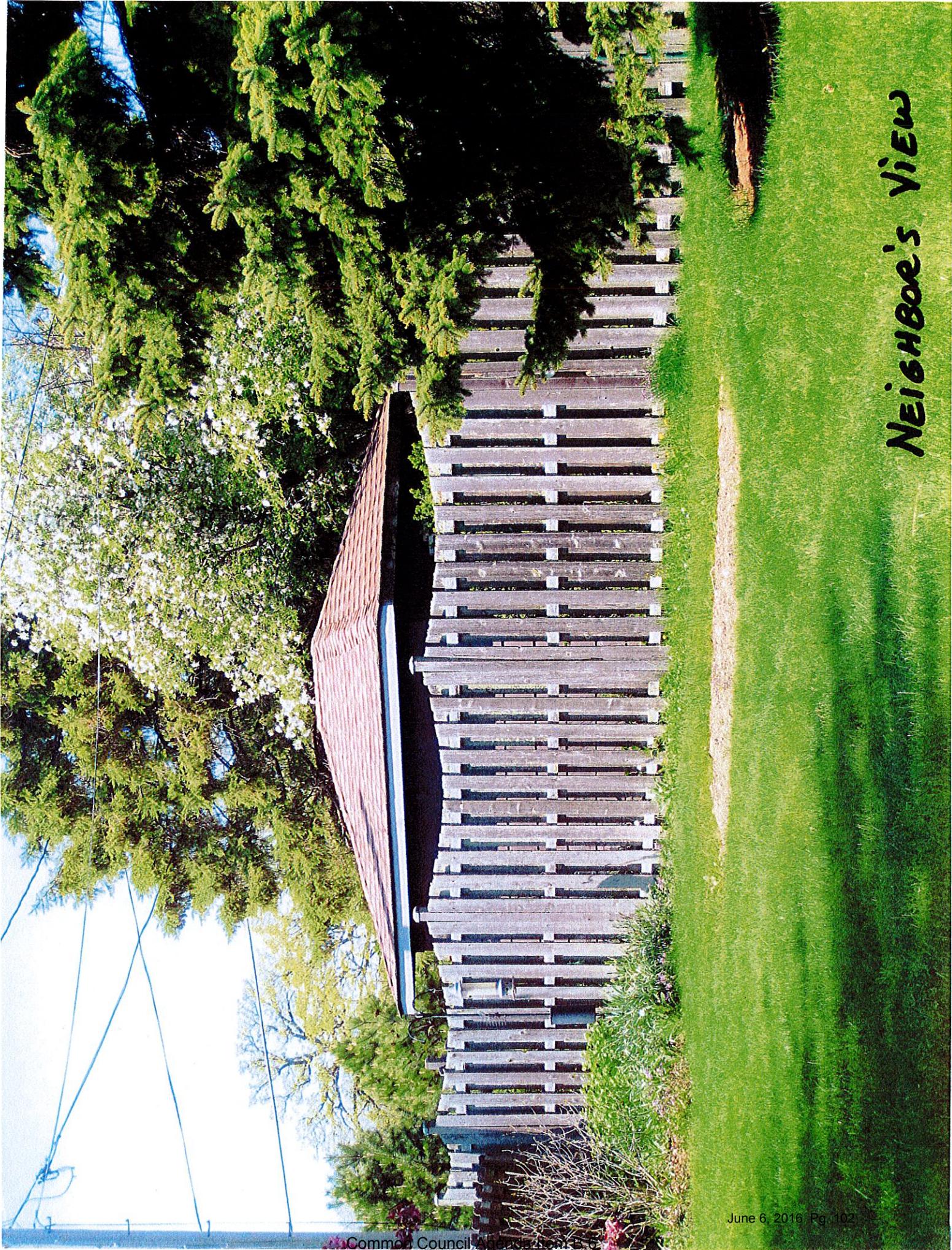




WEST VIEW



North View

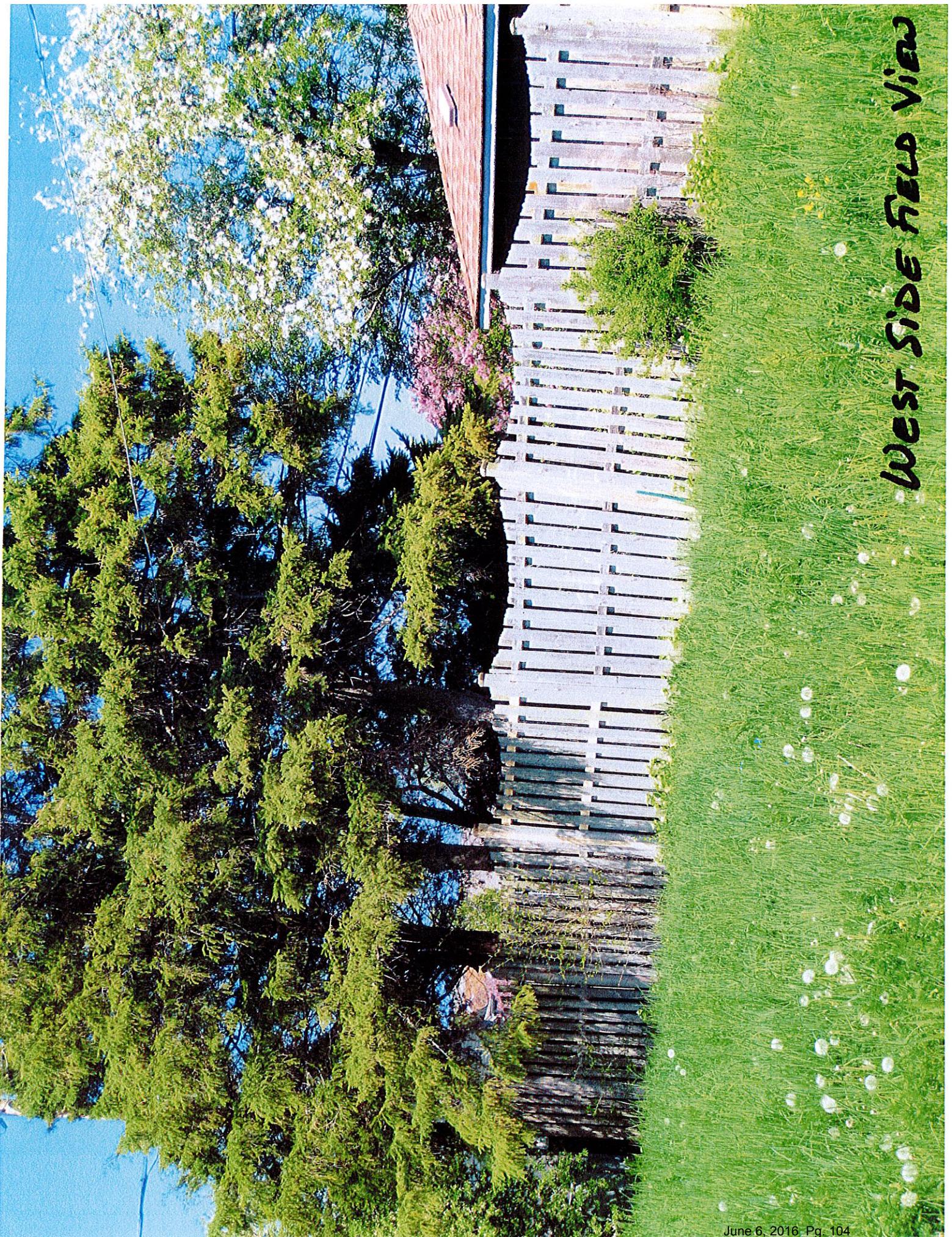


Neighbor's View



Neighbor's View

June 8



West Side Field View



North Side Ficus View

CITY OF KENOSHA
DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS
625-52ND STREET, ROOM 100 KENOSHA, WI 53140

RECEIVED FROM: PAIELLI, MARK & GEORGETTE
DATE RECEIVED: MAY 20, 2016
AMOUNT RECEIVED: \$125.00
OPERATOR ID.: HSUEZ

RECEIPT TYPE: MISCELLANEOUS
PAYMENT METHOD: CHECK NO.: 7379

DESCRIPTION	AMOUNT
SPECIAL EXCEPTION FOR FENCE 8520 37TH AVENUE	\$125.00



May 31, 2016

Dear Property Owner:

SUBJECT: Paielli Fence exception at 8520 37th Avenue

The property owner at 8520 37th Avenue is requesting a Special Exception from the Fence Requirements found in Section 16 of the Zoning Ordinance. Our records indicate that you own property within 100 feet of that property. A map of this area is enclosed.

The owner is requesting to pull a new fence permit that would replace an existing seven (7') foot tall solid fence located in the rear and side yards of the residence, with a new seven (7') tall fence. New fences are only allowed at six (6') foot height.

A public hearing will be held by the **Common Council at their meeting on Monday, June 6, 2016 at 7:00 pm, in Room 200 of the Municipal Building, 625 52nd Street**. The public hearing provides an opportunity to voice any concerns or ask any questions about the Special Exception Request.

If you have any questions or would like to see a copy of the proposed plans, please contact me at 262.653.4049 or e-mail me at bwilke@kenosha.org.

Sincerely,

Brian R. Wilke
Development Coordinator

BRW:jmu
Enclosure



May 31, 2016

Mark & Georgette Paielli
8520 37th Avenue
Kenosha, WI 53142

Dear Mr. & Ms. Paielli:

Subject: Request for Special Exception for Fence at 8520 37th Avenue

The City of Kenosha Finance Committee will review your above-referenced request at their regular meeting to be held on Monday, June 6, 2016 at 6:00 p.m. in Room 204 of the Kenosha Municipal Building, 625 52nd Street. (Finance Committee meeting times are subject to change. Please confirm meeting time at <http://www.kenosha.org/council/finagenda.pdf> two (2) days prior to the meeting; or, you may call me at 262.653.4257.)

The recommendation of the Finance Committee will be acted upon by the Common Council at their regular meeting to be held at 7:00 p.m in Room 200 of the Municipal Building following the Finance Committee meeting.

If you have any questions, please contact me at 262.653.4257 or szampanti@kenosha.org.

Sincerely,

Sue Zampanti
Office Associate

/SAZ

**New Operator's (Bartender) License
Police Record Report**

1a

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
5/5/2016	Matthew J. McPhaul		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N161164	5617 39th Avenue	Waterfront Warehouse	3322 Sheridan Road

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
8/10/2013	LICENSE VIOLATION	DISMISSED	N/A	0
8/13/2013	LIQUOR, LICENSE VIOLATION	DISMISSED	N/A	0

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

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> GRANT , Subject to <input type="text" value="0"/> Demerit Points
<input type="checkbox"/> DENY , based on material police record (substantially related to the license activity)
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application

**New Operator's (Bartender) License
Police Record Report**

16

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
5/17/2016	Stephanie Papenfuss		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N161188	2401-18th St, #21	La Fogata Mexican Grill	3300 Sheridan Rd

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
7/23/2014	WEAPON/ENDANGER SAFETY/RECKLESS-FELONY G	DISMISSED	Y	0
7/23/2014	HIT & RUN -INVOLVE INJURY-FELONY U	EXPUNGED	Y	0

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

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION	
<input checked="" type="checkbox"/> X	GRANT , Subject to <input type="text" value="0"/> Demerit Points
<input type="checkbox"/>	DENY , based on material police record (substantially related to the license activity)
<input type="checkbox"/>	DEFER or GRANT subject to Non-Renewal Revocation due to False Application

**New Operator's (Bartender) License
Police Record Report**

1c

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
5/17/2016	Emily Hastings		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N161185	6104 94th Ct	Kenosha Kingfish	7817 Sheridan Rd

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
10/15/2015	UNDERAGE LIQUOR VIOLATION	GUILTY	Y	25

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	25	
Were all offenses listed on the application?	Y	
TOTAL DEMERIT POINTS	25	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION	
<input checked="" type="checkbox"/> X	GRANT, Subject to 25 Demerit Points
<input type="checkbox"/>	DENY, based on material police record (substantially related to the license activity)
<input type="checkbox"/>	DEFER or GRANT subject to Non-Renewal Revocation due to False Application

**NEW Operator's (Bartender) License
Police Record Report**

Id

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
4/28/2016	Timothy Rains		Expired
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N161152	4303 5th Avenue	N/A	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
10/16/2012	OPERATING WHILE SUSPENDED	GUILTY	Y	10
10/16/2012	DRUG/POSSESS MARIJUANA	FOUND GUILTY	Y	25

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	35	
Were all offenses listed on the application?	Y	
TOTAL DEMERIT POINTS	35	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION	
<input checked="" type="checkbox"/>	GRANT , Subject to <input type="text" value="35"/> Demerit Points
<input type="checkbox"/>	DENY , based on material police record (substantially related to the license activity)
<input type="checkbox"/>	DEFER or GRANT subject to Non-Renewal Revocation due to False Application

**NEW Operator's (Bartender) License
Police Record Report**

1e

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
5/20/2016	Pamela J. Simon		Valid Illinois DL
License Number	Address of Applicant	Business (where license is to be used)	Business Address
R170311	1620 26th Street	VFW Post 1865	6618 39th Avenue

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
1/7/2013	SMOKING VIOLATION (WARNING)	DISPO PENDING	Y	N/A
2/12/2013	BATTERY/DV	FOUND GUILTY	Y	10
4/12/2013	SMOKING VIOLATION	FOUND GUILTY	Y	5
5/2/2013	SMOKING VIOLATION	FOUND GUILTY	Y	10
5/24/2013	SMOKING VIOLATION	FOUND GUILTY	Y	10

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	35	
Were all offenses listed on the application?	Y	
TOTAL DEMERIT POINTS	35	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION	
<input checked="" type="checkbox"/>	GRANT, Subject to 35 Demerit Points
<input type="checkbox"/>	DENY, based on material police record (substantially related to the license activity)
<input type="checkbox"/>	DEFER or GRANT subject to Non-Renewal Revocation due to False Application

**New Operator's (Bartender) License
Police Record Report**

1f

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
5/12/2016	Alisha B. Neely		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N161177	6525 44th Avenue	Lotus Sports Bar	3216 60th Street

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
3/17/2016	UNDERAGE LIQUOR VIOLATION	GUILTY	N	20

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	20	
Were all offenses listed on the application?	N=20	
TOTAL DEMERIT POINTS	40	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION	
<input checked="" type="checkbox"/>	GRANT, Subject to 40 Demerit Points
<input type="checkbox"/>	DENY, based on material police record (substantially related to the license activity)
<input type="checkbox"/>	DEFER or GRANT subject to Non-Renewal Revocation due to False Application

**NEW Operator's (Bartender) License
Police Record Report**

19

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
5/2/2016	Eric Elger		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N161159	2544 80th Place	Kenosha Kingfish	7817 Sheridan Rd.

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
	*APPLICANT LISTED AN OPERATING WHILE INTOXICATED CHARGE FROM 2012 IN DENVER, COLORADO.		Y	50

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

CITY ATTORNEY'S COMMENTS

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

**New Operator's (Bartender) License
Police Record Report**

2h

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
5/12/2016	Jalessa L. Tennant		Expired
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N161176	1509 87th Place	Not Listed	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
7/17/2011	OPERATING W/O LICENSE	GUILTY	N	5
8/31/2011	OPERATING W/O LICENSE	GUILTY	N	10
2/13/2014	OPERATING WHILE SUSPENDED	GUILTY	N	10
10/12/2013	OPERATING WHILE SUSPENDED	GUILTY	N	10

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	35	
Were all offenses listed on the application?	N=20	
TOTAL DEMERIT POINTS	55	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION	
<input checked="" type="checkbox"/>	GRANT , Subject to <input type="text" value="55"/> Demerit Points
<input type="checkbox"/>	DENY , based on material police record (substantially related to the license activity)
<input type="checkbox"/>	DEFER or GRANT subject to Non-Renewal Revocation due to False Application

**New Operator's (Bartender) License
Police Record Report**

1i

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
5/20/2016	Selene E. Hansen		Suspended
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N161194	1830 45th Street	Buffalo Wild Wings	7114 118th Avenue

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
1/29/2015	OPERATING WHILE SUSPENDED	GUILTY	N	10
10/5/2015	OPERATING WHILE SUSPENDED	GUILTY	N	20
2/22/2016	OPERATING WHILE SUSPENDED	GUILTY	N	20

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	50	
Were all offenses listed on the application?	N=20	
TOTAL DEMERIT POINTS	70	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION	
<input checked="" type="checkbox"/>	GRANT, Subject to 70 Demerit Points
<input type="checkbox"/>	DENY, based on material police record (substantially related to the license activity)
<input type="checkbox"/>	DEFER or GRANT subject to Non-Renewal Revocation due to False Application

NEW Operator's (Bartender) License Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
5/16/2016	Dikicia Robateau		Valid
License Number	Address of Applicant	BUSINESS (where license is to be used)	Business Address
R170251	7036 44th Avenue	Walgreens	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
11/13/2011	OPERATING WHILE SUSPENDED	GUILTY	Y	10
12/13/2012	OPERATING WHILE SUSPENDED	GUILTY	Y	10
1/23/2013	OPERATING WHILE SUSPENDED	GUILTY	Y	20
1/30/2013	OPERATING WHILE SUSPENDED	GUILTY	Y	20
11/18/2013	OPERATING WHILE SUSPENDED	GUILTY	Y	20
3/24/2014	OPERATING WHILE SUSPENDED	GUILTY	Y	20

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	100	
Were all offenses listed on the application?	Y	
TOTAL DEMERIT POINTS	100	

CITY ATTORNEY'S COMMENTS

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



Adverse

FILED	5/11/16
INITIALS	SD
ADVERSE/NO ADV	
LP	
CC	
LETTER	

OPERATOR'S (BARTENDER) LICENSE

Type: 217 Fee: \$75.00 new renewal

Beverage Course Completed
 HOLD for Beverage Course

License # 2170251
Provisional Issued: yes no

I hereby apply for an Operator's License to serve Alcoholic Beverages in any place of business operated under a Class "B", "Class B", Class "A", "Class A", and/or "Class C" License in the City of Kenosha to and including the 30th day of June, 2018. (Unless sooner revoked). I hereby note that I am responsible for knowing and abiding by the contents of Chapter 125, Wisconsin Statutes and Chapter 10 of the Code of General Ordinances and that my license may be suspended, revoked, or not renewed, and/or I may be subject to a civil forfeiture for non-compliance therewith.

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

Date of Birth: _____ Gender: F Phone: 773-710-8449

Home Address: 7036 44th AVE Kenosha WI 53142
CITY STATE ZIP

Email: dikiciarobateau@yahoo.com
(correspondence will be via email if address is given)

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

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

ANSWER THE FOLLOWING QUESTIONS TRULY AND COMPLETELY:

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

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

3. Have you ever had your driver's license suspended or revoked in Wisconsin or in any other State?
 Yes No If yes, explain:
suspended for unpaid traffic ticket
(speeding ticket)

4. Have you received any traffic citations in Wisconsin or in any other state within the past five (5) years; or do you have any such citations pending? Yes No If yes, state: charge, year, result:
moving violation, suspended, expired tag, and
no insurance. (2010-2015) speeding ticket

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

6. List the name and address of all employers for which you have worked and/or businesses you have operated in the past five (5) years:
none (2008) Walgreens 7535 Greenbay road
Kenosha WI 53144

7. List all addresses at which you have lived in the past five (5) years:
5127 28th AVE Apt 2, 7036 44th AVE

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

Applicant's Signature: Skicia Rbataw Date: 3/19/16

bartender (operator), page 2

**NEW Taxi Driver's License
Police Record Report**

3

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
5/12/2016	John Dennis		Valid
License Number	Address of Applicant	BUSINESS (where license is to be used)	Business Address
N170013	4325-7th Ave, Upstairs Apt.	Black & White	5107-28th Avenue

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
8/26/2013	COMPULSORY INSURANCE-NO INSURANCE	GUILTY	N	N/A
8/26/2013	SIGNAL VIOLATION	GUILTY	N	20
11/12/2015	COMPULSORY INSURANCE-NO INSURANCE	GUILTY	Y	N/A

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	20	
Were all offenses listed on the application?	N=25	
TOTAL DEMERIT POINTS	45	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> GRANT, Subject to 45 Demerit Points
<input type="checkbox"/> DENY, based on material police record (substantially related to the license activity)
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application

**Renewal Operator's (Bartender) License
Police Record Report**

46

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
5/9/2016	Christine Althoff		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
R170197	8351 49th Avenue	Captain Mike's Lighthouse Pub	5118 6th Avenue

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
9/30/2012	LIQUOR, MINOR LOITER IN TAVERN	FOUND NOT GUILTY		0

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

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> GRANT , subject to <input type="text" value="0"/> Demerit Points
<input type="checkbox"/> DENY , based on material police record (substantially related to the license activity)
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application

**Renewal Operator's (Bartender) License
Police Record Report**

4c

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
5/13/2016	Michelle Olejniczak		Valid
License Number	Address of Applicant	BUSINESS (where license is to be used)	Business Address
R170228	4405 7th Avenue, Apt. C	Amerian Legion Post 21	504 58th Street

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
12/12/2014	LIQUOR, SELL TO MINOR	DISMISSED	Y	0
12/12/2014	LIQUOR, MINOR LOITER IN TAVERN	DISMISSED	Y	0

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

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> GRANT , Subject to <input type="text" value="0"/> Demerit Points
<input type="checkbox"/> DENY , based on material police record (substantially related to the license activity)
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application

**Renewal Operator's (Bartender) License
Police Record Report**

4d

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
5/18/2016	Akshay Patel		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
R170279	3233 Indiana St. Racine, WI 53405	BP Express	2616 22nd Ave

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
12/23/2014	LIQUOR, SELL TO MINOR	DISMISSED	Y	0

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

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> GRANT , Subject to <input type="text" value="0"/> Demerit Points
<input type="checkbox"/> DENY , based on material police record (substantially related to the license activity)
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application

**Renewal Operator's (Bartender) License
Police Record Report**

4e

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
4/28/2016	Ricardo Tagliapietra		Suspended
License Number	Address of Applicant	Business (where license is to be used)	Business Address
R170154	5623 6th Avenue	Sazzy B	5623 6th Avenue

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
11/26/2012	OPERATING WHILE SUSPENDED	GUILTY	Y	10

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

CITY ATTORNEY'S COMMENTS

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

**Renewal Bartender's (Operator's) License
Police Record Report**

4f

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
5/16/2016	Emilia Debicka		Valid Illinois
License Number	Address of Applicant	Business (where license is to be used)	Business Address
R170243	10190 65th Ave Pleasant Prairie 53158	Stan's Place	1510 Washington Road

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
12/13/2014	OPERATE W/O VALID LICENSE (2ND W/IN 3 YRS)	GUILTY	Y	5
10/30/2013	OPERATE W/O VALID LICENSE (2ND W/IN 3 YRS)	GUILTY	Y	5

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

CITY ATTORNEY'S COMMENTS

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

**Operator's (Bartender) License Renewal
Police Record Report**

46

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
5/4/2016	Kathy M. Celebre		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
R170173	5814 44th Avenue	Tenuta's Deli Liquors & Wines	3203 52nd Street

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
2/26/2015	TOBACCO VIOLATION (ADULT) SALE OF TOBACCO TO MINOR	FOUND GUILTY	N	5

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	5	
Were all offenses listed on the application?	N=20	
TOTAL DEMERIT POINTS	25	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> GRANT, Subject to <input type="text" value="25"/> Demerit Points
<input type="checkbox"/> DENY, based on material police record (substantially related to the license activity)
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application

**Renewal Operator's (Bartender) License
Police Record Report**

4K

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
5/5/2016	Taja Chandler		Vaild
License Number	Address of Applicant	Business (where license is to be used)	Business Address
R170181	4003 88th Street	Chaser's Lounge	6309 24th Avenue

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
7/14/2013	OPERATING WHILE SUSPENDED	GUILTY	N	10

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

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> GRANT, Subject to <input type="text" value="30"/> Demerit Points
<input type="checkbox"/> DENY, based on material police record (substantially related to the license activity)
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application

**Renewal Bartender's (Operator's) License
Police Record Report**

42

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
5/16/2016	Cynthia DuBois		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
R170240	4010-55th Street	Not Listed	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
12/11/2015	LIQUOR, SELL TO MINOR	FOUND GUILTY	Y	25
12/11/2015	LIQUOR, MINOR LOITER IN TAVERN	FOUND GUILTY	Y	15

CITY ATTORNEY'S RECOMMENDATION	
Offense Demerit Points	40
Were all offenses listed on the application?	Y
TOTAL DEMERIT POINTS	40

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> GRANT , Subject to <input type="text" value="40"/> Demerit Points
<input type="checkbox"/> DENY , based on material police record (substantially related to the license activity)
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application

**Renewal Operator's (Bartender) License
Police Record Report**

4N

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
5/18/2016	Melissa Owens		Valid
License Number	Address of Applicant	Business Address (where license is to be used)	Business Address
R170271	8519 20th Avenue	Sunnyside	7517 22nd Avenue

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
11/25/2015	LIQUOR, MINOR LOITER IN TAVERN	FOUND GUILTY	Y	15
11/25/2015	LIQUOR, SELL TO MINOR	FOUND GUILTY	Y	25

CITY ATTORNEY'S RECOMMENDATION	
Offense Demerit Points	40
Were all offenses listed on the application?	Y
TOTAL DEMERIT POINTS	40

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> GRANT, Subject to 40 Demerit Points
<input type="checkbox"/> DENY, based on material police record (substantially related to the license activity)
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application

**Renewal Operator's (Bartender) License
Police Record Report**

40

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
5/5/2016	Macara Todd		Expired
License Number	Address of Applicant	Business (where license is to be used)	Business Address
R170187	7852 18th Avenue	Captain Mike's Lighthouse Pub	5118 6th Avenue

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
2/10/2013	BLOOD ALCOHOL CONTENT	GUILTY	Y	50
2/10/2013	OPERATING WHILE INTOXICATED	GUILTY	Y	

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

CITY ATTORNEY'S COMMENTS

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

**Renewal Operator's (Bartender) License
Police Record Report**

4p

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
5/5/2016	Heather Jennings		ID CARD ONLY
License Number	Address of Applicant	Business (where license is to be used)	Business Address
R170185	1903-19th Avenue	Festival Foods	3207 80th Street

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
10/18/2013	OPERATING W/O LICENSE	GUILTY	N	5
9/16/2014	OPERATING WHILE SUSPENDED	GUILTY	N	20
2/2/2014	OPERATING WHILE SUSPENDED	GUILTY	N	10

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	35	
Were all offenses listed on the application?	N=20	
TOTAL DEMERIT POINTS	55	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> GRANT, Subject to 55 Demerit Points
<input type="checkbox"/> DENY, based on material police record (substantially related to the license activity)
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application

**Renewal Operator's (Bartender) License
Police Record Report**

4Q

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
5/19/2016	David K. Jansa		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
R170290	4312 8th Ave	Rush Street Lounge Stoneface	2111 22nd Ave 4701 8th Ave

DATE OF CHARGE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS	
8/3/2012	OPERATING W/O LICENSE	GUILTY	N	5
11/13/2012	OPERATING WHILE SUSPENDED	GUILTY	Y	10
2/14/2013	OPERATING WHILE SUSPENDED	GUILTY	N	20
8/16/2013	OPERATING WHILE SUSPENDED	GUILTY	N	20

CITY ATTORNEY'S RECOMMENDATION	
Offense Demerit Points	55
Were all offenses listed on the application?	N=20
TOTAL DEMERIT POINTS	75

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> GRANT , Subject to <input type="text" value="75"/> Demerit Points
<input type="checkbox"/> DENY , based on material police record (substantially related to the license activity)
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application

**Renewal Operator's (Bartender) License
Police Record Report**

4R

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
4/28/2016	Samantha Traylor		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
R170150	8743 Sheridan Rd. #81	Mikki's Rat Race	8735 Sheridan Rd.

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
4/11/2014	BLOOD ALCOHOL CONTENT	GUILTY	Y	80
4/11/2014	OPERATING WHILE INTOXICATED 2ND	GUILTY	Y	

CITY ATTORNEY'S RECOMMENDATION	
Offense Demerit Points	80
Were all offenses listed on the application?	Y
TOTAL DEMERIT POINTS	80

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION	
<input checked="" type="checkbox"/> GRANT, Subject to <input type="text" value="80"/> Demerit Points	
<input type="checkbox"/> DENY, based on material police record (substantially related to the license activity)	
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application	

**Operator's (Bartender) License Renewal
Police Record Report**

45

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
5/3/2016	Michael J. Gonzales		Revoked
License Number	Address of Applicant	Business (where license is to be used)	Business Address
R170167	6914 36th Avenue	Fec's Place	5523 6th Avenue

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
1/5/2014	OPERATING WHILE INTOXICATED 2ND	GUILTY	Y	80
7/6/2015	OPERATING WHILE REVOKED (REV DUE TO ALC/CONTR SUBST/REFUSAL)	DISPO PENDING	Y	10
*ACTIVE WARRANT - NON-FELONY STATE LAW -FAILURE TO APPEAR ON TRAFFIC OFFENSE -RACINE COUNTY			CANCELED	

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	90	
Were all offenses listed on the application?	Y	
TOTAL DEMERIT POINTS	90	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION	
<input checked="" type="checkbox"/>	GRANT, Subject to <input type="text" value="90"/> Demerit Points
<input type="checkbox"/>	DENY, based on material police record (substantially related to the license activity)
<input type="checkbox"/>	DEFER or GRANT subject to Non-Renewal Revocation due to False Application

Jefferys
262-697-4990

THE CITY OF
KENOSHA
CHART A BETTER COURSE
APPLICATION FOR TAXICAB PERMIT
(\$13.07 City of Kenosha Code of General Ordinances)

FILED 5/12
INITIALS W
ADVERSE/NO ADV (5a)
LP 5/31
CC 6/6
PP TAX none
LETTER yes

E-MAILED MAY 12 2016

Type:143 Fee: \$75.00/per vehicle
If this is a transfer, fee is \$20.00 per # of cabs listed on affidavit.

I hereby apply for permit to engage in the business of conveyance of persons for hire (taxicab) within the City of Kenosha to and including the 30th day of June 2017

THE FOLLOWING QUESTIONS MUST BE ANSWERED (PLEASE PRINT).

Licensee Name TANIA WHITE
Business Name JOURNEY CAB CO
Business Address 8867 SHERIDAN RD
Phone # 262-197-4990 Cell # _____ Email _____

How would you like to receive your license? pick up _____ mail

The following items must be attached to this application before filing:

1. Taxi cab listing, which identifies 1 number of cabs.
2. "Applicant's Report of Police Record". The Police Department will verify the information and forward their report to the City Attorney, who will make a recommendation as to whether or not applicant is of sufficient moral character to be entitled to the privilege of being awarded a taxicab permit. Check here if attached.
3. Insurance policy providing coverage for liability of a minimum of Twenty-Five Thousand Dollars (\$25,000.00) for injury or death to any one person, and subject to the same limit per person, a maximum liability of Fifty Thousand Dollars (\$50,000.00) for the injury or death of any number of persons in any one accident and a maximum liability of Ten Thousand Dollars (\$10,000.00) for property damage in any one accident, containing the provision for Fifty Dollars (\$50.00) deductible insurance on the property damage only; or, a certificate of insurance acceptable to the State of Wisconsin. Said policy or certificate shall further provide that the same cannot be canceled until thirty (30) days notice of such cancellation shall be given to the City Clerk. Check here if attached.
4. CITY OF KENOSHA TAXICAB SAFETY AND PERFORMANCE CHECKLIST for each vehicle must be completed by an Automotive Service Excellence (A.S.E.) Certified Technician. A copy of the technician's certification, or proof of certification (i.e. business card) must be attached. Check here if attached.
5. Section 13.07 G.4.h. of the Code of General Ordinances regulates rates and fares according to the City of Kenosha Zone Map and states that permit holders shall charge for tips beyond the zones according to a schedule of rates to be filed with the City Clerk/Treasurer's office.
 - a. Check here if you have received the City of Kenosha Zone Map.
 - b. Check here if schedule of rates is attached. (required)

THE UNDERSIGNED, BEING FIRST DULY SWORN ON OATH, deposes and says that (he/she) is the applicant named in the foregoing application and that (he/she) had read each and every questions and answered each and every questions truly, correctly, and completely, under penalty of law for failure to do so.

Tania White
Applicant

Subscribed and sworn to before me this
12 day of May
[Signature]
Notary Public
My Commission Expires 2-4-18

E-MAILED MAY 10 2016



CHART A BETTER COURSE
APPLICATION FOR TAXICAB PERMIT
(\$13.07 City of Kenosha Code of General Ordinances)

Type: 143 Fee: \$75.00/per vehicle
If this is a transfer, fee is \$20.00 per # of cabs listed on affidavit.

FILED 5/10
INITIALS mm
ADVERSE (NO ADV)
LP 5/31
CC 6/6
PP TAX pd 2/24
LETTER yes

5b

I hereby apply for permit to engage in the business of conveyance of persons for hire (taxicab) within the City of Kenosha to and including the 30th day of June 2017

THE FOLLOWING QUESTIONS MUST BE ANSWERED (PLEASE PRINT).

Licensee Name Mohammed I. Museitif
Business Name M+M Choice Taxi
Business Address 1325 56 St Kenosha WI 53140
Phone # 262 705 0116 Cell # _____ Email _____
How would you like to receive your license? pick up _____ mail

The following items must be attached to this application before filing:

1. Taxi cab listing, which identifies _____ number of cabs.
2. "Applicant's Report of Police Record". The Police Department will verify the information and forward their report to the City Attorney, who will make a recommendation as to whether or not applicant is of sufficient moral character to be entitled to the privilege of being awarded a taxicab permit. Check here if attached.
3. ~~Insurance policy~~ providing coverage for liability of a minimum of Twenty-Five Thousand Dollars (\$25,000.00) for injury or death to any one person, and subject to the same limit per person, a maximum liability of Fifty Thousand Dollars (\$50,000.00) for the injury or death of any number of persons in any one accident and a maximum liability of Ten Thousand Dollars (\$10,000.00) for property damage in any one accident, containing the provision for Fifty Dollars (\$50.00) deductible insurance on the property damage only; or, a certificate of insurance acceptable to the State of Wisconsin. Said policy or certificate shall further provide that the same cannot be canceled until thirty (30) days notice of such cancellation shall be given to the City Clerk. Check here if attached.
4. CITY OF KENOSHA TAXICAB SAFETY AND PERFORMANCE CHECKLIST for each vehicle must be completed by an Automotive Service Excellence (A.S.E.) Certified Technician. A copy of the technician's certification, or proof of certification (i.e. business card) must be attached. Check here if attached.
5. Section 13.07 G.4.h. of the Code of General Ordinances regulates rates and fares according to the City of Kenosha Zone Map and states that permit holders shall charge for tips beyond the zones according to a schedule of rates to be filed with the City Clerk/Treasurer's office.
 - a. Check here if you have received the City of Kenosha Zone Map.
 - b. Check here if schedule of rates is attached. (required)

THE UNDERSIGNED, BEING FIRST DULY SWORN ON OATH, deposes and says that (he/she) is the applicant named in the foregoing application and that (he/she) had read each and every questions and answered each and every questions truly, correctly, and completely, under penalty of law for failure to do so.

[Signature]
Applicant

Subscribed and sworn to before me this
10 day of May, 2016
[Signature]
Notary Public
My Commission Expires 4-11-17



THE CITY OF
KENOSHA

E-MAILED MAY 23 2016 5/23

5C

INITIALS CS
ADVERSE/NO ADV (NO ADV)
LP
CC
PP TAX dd 12/31
LETTER 3/29

CHART A BETTER COURSE
APPLICATION FOR TAXICAB PERMIT
(\$13.07 City of Kenosha Code of General Ordinances)

Type: 143 Fee: \$75.00/per vehicle
If this is a transfer, fee is \$20.00 per # of cabs listed on affidavit.

I hereby apply for permit to engage in the business of conveyance of persons for hire (taxicab) within the City of Kenosha to and including the 30th day of June 2017

THE FOLLOWING QUESTIONS MUST BE ANSWERED (PLEASE PRINT).

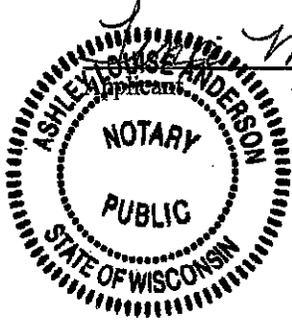
Licensee Name Kenosha Cab Co., Inc
Business Name Kenosha Cab Co., Inc Yellow Cab, Checker Cab, Black and White Veterans Cab.
Business Address 5107-28th AVE
Phone # 262 654 3511 Cell # Email Kenocab3@yahoo.com
How would you like to receive your license? pick up X mail

The following items must be attached to this application before filing:

1. Taxi cab listing, which identifies 4 number of cabs.
2. "Applicant's Report of Police Record". The Police Department will verify the information and forward their report to the City Attorney, who will make a recommendation as to whether or not applicant is of sufficient moral character to be entitled to the privilege of being awarded a taxicab permit. Check here if attached.
3. Insurance policy providing coverage for liability of a minimum of Twenty-Five Thousand Dollars (\$25,000.00) for injury or death to any one person, and subject to the same limit per person, a maximum liability of Fifty Thousand Dollars (\$50,000.00) for the injury or death of any number of persons in any one accident and a maximum liability of Ten Thousand Dollars (\$10,000.00) for property damage in any one accident, containing the provision for Fifty Dollars (\$50.00) deductible insurance on the property damage only; or, a certificate of insurance acceptable to the State of Wisconsin. Said policy or certificate shall further provide that the same cannot be canceled until thirty (30) days notice of such cancellation shall be given to the City Clerk. Check here if attached.
4. CITY OF KENOSHA TAXICAB SAFETY AND PERFORMANCE CHECKLIST for each vehicle must be completed by an Automotive Service Excellence (A.S.E.) Certified Technician. A copy of the technician's certification, or proof of certification (i.e. business card) must be attached. Check here if attached.
5. Section 13.07 G.4.h. of the Code of General Ordinances regulates rates and fares according to the City of Kenosha Zone Map and states that permit holders shall charge for tips beyond the zones according to a schedule of rates to be filed with the City Clerk/Treasurer's office.
 - a. Check here if you have received the City of Kenosha Zone Map.
 - b. Check here if schedule of rates is attached. (required)

THE UNDERSIGNED, BEING FIRST DULY SWORN ON OATH, deposes and says that (he/she) is the applicant named in the foregoing application and that (he/she) had read each and every questions and answered each and every questions truly, correctly, and completely, under penalty of law for failure to do so.

Subscribed and sworn to before me this
23rd day of May 2016
Ashley Louise Cuel
Notary Public
My Commission Expires 10-15-2018



M. White

9

NON-ADVERSE RENEWAL BEER LIQUOR (JULY 1, 2016 - JUNE 30, 2017)

ITEM	LICENSEE	TRADE NAME	ADDRESS	AGENT	DIST
A CLASS "A" RETAIL BEER					
1	WISCONSIN CVS PHARMACY, LLC	CVS PHARMACY #8774	2207 80TH ST	FRANCES STUMPF	13
2	WALGREEN COMPANY	WALGREENS #03153	3820 52ND ST	HEIDI HURT-STIX	10
B CLASS "A" RETAIL BEER / "CLASS A" RETAIL LIQUOR					
1	ALDI, INC	ALDI #96	6404 75TH ST	CECILIA FRANCO	16
2	MEGA MARTS, LLC	PICK 'N SAVE #6850	1901 63RD ST	RICHARD MALICKI	3
3	WALGREEN COMPANY	WALGREENS #03738	7535 GREEN BAY RD	BRYAN GALLEY	14
4	WALGREEN COMPANY	WALGREENS #09605	1810 30TH AVE	LINSEY EBBERT	4
5	WALGREEN COMPANY	WALGREENS #12413	7525 SHERIDAN RD	REBECCA HEROUX	12
C CLASS "B" BEER					
1	LI'S NEW CENTURY, LLC	MING GARDEN CHINESE RESTAURANT	3319 60TH ST	BI YAN CHEN	3
D CLASS "B" BEER / "CLASS C" WINE					
1	REYNA CASTILLO	LA FE CAFE	3806 ROOSEVELT RD		8
E CLASS "B" BEER / "CLASS B" LIQUOR					
1	MUTLEY-REN, LLC	BOURBON LEGENDS	2200 60TH ST	GORDON PETERSON	2
2	CARTHAGE COLLEGE	CARTHAGE COLLEGE	2801 ALFORD PARK DR	KEVIN SLONAC	1
3	CHASERS LOUNGE, LLC	CHASERS LOUNGE	6309 24TH AVE	DANIEL CREAMER	3
4	FREDDIE'S, INC	FREDDIE'S BAR & GRILL	2712 52ND ST	FRED KAURZICH	7
5	TRACI PETERSON	HATTRIX	2425 60TH ST		3
6	GKLS, LLC	KAISER'S PIZZA & PUB	510 57TH ST	DANA DEVER	2
7	LAKESIDE PLAYERS, INC	LAKESIDE PLAYERS	514 56TH ST	OLIVER JOHNSON	2
8	RED ROBIN INTERNATIONAL, INC.	RED ROBIN AMERICA'S GOURMET	6610 GREEN BAY RD #100	BRYAN JANICH	16
9	RACHNA ENTERPRISES, INC.	RUSH STREET LOUNGE	7220 122ND AVE	ASHWIN GOPAR	16
10	SOON'S SUSHI CAFE, LLC	SOON'S SUSHI CAFE	2100 54TH ST	SOON NOEL	7
11	TWISTED CUISINE, LLC	TWISTED CUISINE	7546 SHERIDAN RD	RHONDA BELL	12
12	VFW POST 1865	VFW POST 1865	6618 39TH AVE	PETER PFAFF III	15
13	MCDONALD INSTITUTE, LLC	WINE KNOT BAR & BISTRO	5611 6TH AVE	BRIAN HABERSKI	2

**Renewal Alcohol Beverage License Application
Police Record Report**

7a

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
4/27/2016	Kris Ellen Osborne		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
	4515 45th Street	Mac's Deli	2302 52nd Street

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
3/20/2014	LIQUOR, SELL TO MINOR	DISMISSED BY COURT	N/A	>730 DAYS

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

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> GRANT , Subject to <input type="text" value="0"/> Demerit Points
<input type="checkbox"/> DENY , based on material police record (substantially related to the license activity)
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application

**Renewal Alcohol Beverage License Application
Police Record Report**

76

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
4/25/2016	Gurinder S. Nagra		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
	3776 Cypress Lane	22nd Ave Mobil	4433 22nd Avenue

APPLICANT INFORMATION

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
8/20/2013	LIQUOR, SELL TO MINOR	DISMISSED		>730 DAYS
8/22/2013	LIQUOR, SELL TO MINOR	DISMISSED		"
8/30/2013	LIQUOR, SELL TO MINOR	DISMISSED		"
12/17/2013	LIQUOR, SELL TO MINOR	GUILTY BY DEFAULT	Y	"
1/14/2014	LIQUOR, SELL TO MINOR	DISMISSED		"
1/14/2014	LIQUOR, LICENSE VIOLATION	DISMISSED		"
6/25/2014	LIQUOR, SELL TO MINOR	DISMISSED		"
1/26/2016	LICENSE, AMUSEMENT ENTERPRISE	GUILTY BY DEFAULT	Y	5

CITY ATTORNEY'S RECOMMENDATION

Offense Demerit Points	5	
Were all offenses listed on the application?	Y	
TOTAL DEMERIT POINTS	5	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION

<input checked="" type="checkbox"/>	GRANT , Subject to <input type="text" value="5"/> Demerit Points
<input type="checkbox"/>	DENY , based on material police record (substantially related to the license activity)
<input type="checkbox"/>	DEFER or GRANT subject to Non-Renewal Revocation due to False Application

**Renewal Alcohol Beverage License
Police Record Report**

7c

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
5/16/2016	Daniel Stein		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
	6215 54th Avenue	BP	12120 75th Street

DATE OF CHARGE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
8/29/2014	GUILTY BY DEFAULT	N	
4/9/2015	DISMISSED		
8/18/2015	FOUND GUILTY	Y	
ALSO ADVERSE DUE TO PREVIOUS AGENT: KEVIN STEIN 03-12-15 LIQUOR, SELL TO MINOR & 09-10-14 -LIQUOR, LICENSE VIOLATION			*75
*04-18-16 - EMPLOYEE FRED KLOET ISSUED CITATION FOR LIQUOR, SELL TO MINOR			25

CITY ATTORNEY'S RECOMMENDATION	
Offense Demerit Points	100
Were all offenses listed on the application?	Y
TOTAL DEMERIT POINTS	100

CITY ATTORNEY'S COMMENTS
*06/15 SUSPENSION REINSTATEMNT POINTS

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

Adverse

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 07/01/2016 ending: 06/30/2017
(MM DD YYYY) (MM DD YYYY)

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

County of KENOSHA Aldermanic Dist. No. 16 (if required by ordinance)

CHECK ONE Individual Partnership Limited Liability Company
 Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name) Home Address Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company Stein BP INC

Address of Corporation/Limited Liability Company (if different from licensed premises) _____

All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

Title	Name (Inc. Middle Name)	Home Address	Post Office & Zip Code
President/Member	<u>Daniel K. Stein</u>	<u>6215 54th AVE Kenosha WI</u>	<u>53142</u>
Vice President/Member	<u>Lors A. Hendry</u>	<u>3502 7th ST Kenosha WI</u>	<u>53142</u>
Secretary/Member			
Treasurer/Member			
Agent	<u>Daniel K. Stein</u>		
Directors/Managers			

C. 1. Trade Name BP Business Phone Number 262 882-7175

2. Address of Premises 12120 75th St Post Office & Zip Code Kenosha WI

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

4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) convenience store / gas station / locked cooler's

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

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been convicted of any offenses (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side Yes No

b. Are charges for any offenses presently pending (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side Yes No

7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain. Yes No

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. Yes No

9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] Yes No

10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? Yes No

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

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE ME

this 16 day of May, 20 16

My commission expires 2-4-18

Sara A. Dvorak
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner/Individual)

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

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

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>5/16/16</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

AT-115 (R. 7-15) PERSONAL PROPERTY TAX PAID: YES NO

Wisconsin Department of Revenue

INSTRUCTIONS FOR RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION (AT-115)

THIS RENEWAL FORM CANNOT BE USED IF:

1. There is a change in business entity (i.e., individual has changed to partnership or corporation/limited liability company; partnership changed to individual or corporation/limited liability company; corporation changed to individual, partnership or limited liability company) and if limited liability company has been dissolved.
2. Partners are added or dropped.
3. Application is made in a different municipality.

PARTNERSHIPS:

Indicate full name and home address of each partner. Each partner must sign application. **Reminder:** If partners have been added or dropped since your last application, you must use Form AT-106 (Original Beverage License Application).

CORPORATIONS:

The Officer(s) must sign application. Be sure to answer Question No. 7 by indicating any change of officers, directors, and/or changes in home address. If there are any changes in officers and/or directors each must complete Form AT-103 (Auxiliary Questionnaire). If there has been a change in agent since your last approved agent, he/she must complete Forms AT-104 (Schedule for Appointment of Agent) **AND** AT-103 (Auxiliary Questionnaire) in addition to this (AT-115) form.

LIMITED LIABILITY COMPANY:

Members/managers must sign application. Follow procedure under Corporations for any change of members or agent.

NOTE: Application must be signed where indicated on all copies in the presence of a notary public. Use ink or typewriter when filling in applications. Be sure to answer all questions fully and accurately. Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

DISCRIMINATION CLAUSE – (City of Milwaukee only)

The applicant shall not willfully refuse to provide those services offered under this license or refuse to employ or discharge any person otherwise qualified because of race, color, creed, sex, national origin or ancestry, the applicant shall not seek information as a condition of employment, or penalize any employee or discriminate in the selection of personnel for training or promotion solely on the basis of such information. The applicant also shall not discriminate against any member of the military service dressed in uniform by willfully refusing services offered under this license.

Complete, sign and return this form to the clerk.

If answer to Questions No. 6a and/or 6b on reverse side are "YES," outline details below:

CONVICTIONS

1. NAME Daniel Stein STATUTE NO./LOCAL ORDINANCE _____
 CHARGE Liquor Violation WHERE CONVICTED Kenosha
 DATE 8/2015 PENALTY no fine MISDEMEANOR FELONY

2. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
 CHARGE _____ WHERE CONVICTED _____
 DATE _____ PENALTY _____ MISDEMEANOR FELONY

3. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
 CHARGE _____ WHERE CONVICTED _____
 DATE _____ PENALTY _____ MISDEMEANOR FELONY

PENDING CHARGE

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
 PENDING CHARGE _____ DATE _____

Renewal Alcohol Beverage License Police Record Report

9

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
4/13/2016	Michael Evert		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
	8063 335th Avenue Burlington, WI 53105	Meijer Store #284	7701 Green Bay Road

DATE OF CHARGE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
*05-10-16 EMPLOYEE MARVETTA STOKES WAS ISSUED A CITATION FOR LIQUOR, SELL TO MINOR.			25

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	25	
Were all offenses listed on the application?	Y	
TOTAL DEMERIT POINTS	25	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> GRANT , Subject to <input type="text" value="25"/> Demerit Points
<input type="checkbox"/> DENY , based on material police record (substantially related to the license activity)
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application

RENEWAL ALCOHOL BEVERAGE License

Police Record Report

10a

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
4/21/2016	Louis Ludeman		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
	758 Boulder Trail, #105, Mt. Pleasant WI	Woodman's Food Market	7145-118th Avenue

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
2/21/2013	LICENSE VIOLATION	FOUND GUILTY	Y	>730 DAYS
4/10/2014	LIQUOR, SELL TO MINOR	DISMISSED BY COURT		

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

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> GRANT , Subject to <input type="text" value="0"/> Demerit Points
<input type="checkbox"/> DENY , based on material police record (substantially related to the license activity)
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application

Renewal Alcohol Beverage License

Police Record Report

10c

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
5/16/2016	Daniel Stein		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
	6215 54th Avenue	BP	6500 75th Street

DATE OF CHARGE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
8/29/2014	TOBACCO VIOLATION (ADULT) GUILTY BY DEFAULT	Y	
4/9/2015	TOBACCO VIOLATION (ADULT) DISMISSED		5
8/18/2015	LIQUOR, LICENSE VIOLATION FOUND GUILTY	Y	20
ALSO ADVERSE DUE TO PREVIOUS AGENT: KEVIN STEIN 03-12-15 LIQUOR, SELL TO MINOR & 09-10-14 -LIQUOR, LICENSE VIOLATION			
*04-18-16 - EMPLOYEE FRED KLOET ISSUED CITATION FOR LIQUOR, SELL TO MINOR			

CITY ATTORNEY'S RECOMMENDATION	
Offense Demerit Points	25
Were all offenses listed on the application?	Y
TOTAL DEMERIT POINTS	25

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> GRANT , Subject to <input type="text" value="25"/> Demerit Points
<input type="checkbox"/> DENY , based on material police record (substantially related to the license activity)
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application

Renewal Alcohol Beverage License

Police Record Report

10d

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
4/26/2016	Aaron Matthews		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
	1542 24th Avenue	Walgreens #03617	3805 80th Street

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
*ADVERSE DUE TO PREVIOUS AGENT-ROBERT HILBER				
	10-10-13 LIQUOR, SELL TO MINOR-GUILTY		N/A	INSTATE-MENT 12
	03-20-14 LIQUOR, SELL TO MINOR-DISPO PENDING			
	03-20-14 LIQUOR, LICENSE VIOLATION-DISPO PENDING			
	TRANSFERRED 10/19/15			
1/22/2015	TOBACCO VIOLATION			5

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	5	
Were all offenses listed on the application?	Y	
TOTAL DEMERIT POINTS	5	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION	
<input checked="" type="checkbox"/>	GRANT, Subject to <input type="text" value="5"/> Demerit Points
<input type="checkbox"/>	DENY, based on material police record (substantially related to the license activity)
<input type="checkbox"/>	DEFER or GRANT subject to Non-Renewal Revocation due to False Application

No Adverse - LP 5/31

456-1028890776-02

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 07/01/2016 ending: 06/30/2017

TO THE GOVERNING BODY of the: [] Town of [] Village of [X] City of KENOSHA

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

CHECK ONE [] Individual [] Partnership [] Limited Liability Company [X] Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership: Full Name(s) (Last, First and Middle Name) Home Address Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company G. G. HIVE Inc.

Address of Corporation/Limited Liability Company (if different from licensed premises)

All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

Title Name (Inc. Middle Name) Home Address Post Office & Zip Code

President/Member Charles D. Johnson 614 58th St 53140

Vice President/Member

Secretary/Member

Treasurer/Member

Agent Charles Duane Johnson 614 58th St 53140

Directors/Managers

C. 1. Trade Name G. G. HIVE Independent Artists Business Phone Number 262 957-1095

2. Address of Premises 616 58th St Post Office & Zip Code 53140

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

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

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

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been convicted of any offenses (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side. [] Yes [X] No

b. Are charges for any offenses presently pending (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this licensee? If yes, explain fully on reverse side. [] Yes [X] No

7. Except for questions 8a and 8b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain. [] Yes [X] No

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. Addendum Attached [] Yes [X] No

9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (808) 266-2776] [X] Yes [] No

10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? [X] Yes [] No

11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? [] Yes [X] No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE ME

this 13 day of May, 2016

Notary Public Signature

My commission expires 4-11-17

Signature of Officer of Corporation/Member/Manager of Limited Liability Company /Partner/Individual

Signature of Officer of Corporation/Member/Manager of Limited Liability Company /Partner

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

TO BE COMPLETED BY CLERK

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

AT-115 (R. 7-15) PERSONAL PROPERTY TAX PAID: YES/NO none

Wisconsin Department of Revenue

Renewal Alcohol Beverage License

(12)

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
5/16/2016	Daniel Stein		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
	6215 54th Avenue	Interstate Dogs	12120 75th Street

DATE OF CHARGE	CHARGE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
8/29/2014	TOBACCO VIOLATION (ADULT)	GUILTY BY DEFAULT	Y	DIFF. LOCATION
4/9/2015	TOBACCO VIOLATION (ADULT)	DISMISSED		
8/18/2015	LIQUOR, LICENSE VIOLATION	FOUND GUILTY	Y	DIFF. LOCATION
ALSO ADVERSE DUE TO PREVIOUS AGENT: KEVIN STEIN 03-12-15 LIQUOR, SELL TO MINOR & 09-10-14 -LIQUOR, LICENSE VIOLATION				DIFF. LOCATION
*04-18-16 - EMPLOYEE FRED KLOET ISSUED CITATION FOR LIQUOR, SELL TO MINOR				DIFF. LOCATION

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

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> GRANT , Subject to <input type="text" value="0"/> Demerit Points
<input type="checkbox"/> DENY , based on material police record (substantially related to the license activity)
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application

**Renewal Alcohol Beverage License
Police Record Report**

13a

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
4/19/2016	Kevin McCarron		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
	6823 53rd Street #153	Cooler Near The Lake	506 56th Street

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
1/26/2013	LICENSE VIOLATION	BOND FORF.	Y	>730 DAYS
2/15/2013	LICENSE, AMUSEMENT ENTERPRISE	FOUND GUILTY	Y	"
8/10/2013	LICENSE VIOLATION	DISMISSED	Y	"
8/10/2013	LIQUOR, LICENSE VIOLATION	GUILTY BY DEFAULT	Y	"
7/17/2015	LIQUOR, LICENSE VIOLATION NO OPERATOR LIC	DISMISSED BT PLED	Y	N/A

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

CITY ATTORNEY'S COMMENTS
ONLY VIOLATION WITHIN 365 DAYS

FINAL RECOMMENDATION	
<input checked="" type="checkbox"/>	GRANT , Subject to <input type="text" value="0"/> Demerit Points
<input type="checkbox"/>	DENY , based on material police record (substantially related to the license activity)
<input type="checkbox"/>	DEFER or GRANT subject to Non-Renewal Revocation due to False Application

**Renewal Alcohol Beverage License
Police Record Report**

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APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
4/19/2016	Richard Rosko		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
	4322 47th Avenue	Gerolmo's	2506 52nd Street

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
2/9/2014	LIQUOR, VIOLATION OTHER	DISMISSED	Y	>730 DAYS
3/29/2014	LIQUOR, VIOLATION OTHER	FOUND GUILTY	Y	"
3/29/2014	LIQUOR, VIOLATION OTHER	FOUND GUILTY	Y	"

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

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> GRANT , Subject to <input type="text" value="0"/> Demerit Points
<input type="checkbox"/> DENY , based on material police record (substantially related to the license activity)
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application

**Renewal Alcohol Beverage License
Police Record Report**

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APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
4/21/2016	James M. Pruett		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
	4215 6th Street	Interlude II Bar & Grill	514 57th Street

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
2/6/2012	LIQUOR, SELL TO MINOR	DISMISSED	Y	>730 DAYS
10/20/2012	LIQUOR, VIOLATION OTHER	FOUND GUILTY	Y	"

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

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION	
<input checked="" type="checkbox"/> GRANT, Subject to <input type="text" value="0"/> Demerit Points	
<input type="checkbox"/> DENY, based on material police record (substantially related to the license activity)	
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application	

Renewal Alcohol Beverage License Police Record Report

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APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
5/12/2016	Daniel M. Tenuta		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
	3847 Glencoe Drive, Racine 53403	Tenuta's Italian Restaurant	7321 60th Avenue

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
11/8/2013	LICENSE VIOLATION	FOUND GUILTY	Y	>730 DAYS

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

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> GRANT , subject to <input type="checkbox"/> 0 Demerit Points
<input type="checkbox"/> DENY , based on material police record (substantially related to the license activity)
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application

**Renewal Alcohol Beverage License Application
Police Record Report**

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APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
4/21/2016	Michelle L. Traylor		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
	8504 16th Avenue	Mikkis Rat Race	8735 Sheridan Road

APPLICANT INFORMATION

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
1/8/2015	LIQUOR, VIOLATION OTHER	DISMISSED		0

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

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION	
<input checked="" type="checkbox"/> GRANT , Subject to <input type="text" value="0"/> Demerit Points	
<input type="checkbox"/> DENY , based on material police record (substantially related to the license activity)	
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application	

**Renewal Alcohol Beverage License
Police Record Report**

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APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
5/11/2016	Michael L. Honold		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
	8110 75th Street	Rivals Sports Pub & Grille	6325 120th Avenue

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
7/11/2012	LICENSE, AMUSEMENT ENTERPRISE	FOUND GUILTY	Y	>730 DAYS
2/20/2013	LICENSE VIOLATION	FOUND GUILTY	Y	"

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

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION	
<input checked="" type="checkbox"/> GRANT, subject to <input type="text" value="0"/> Demerit Points	
<input type="checkbox"/> DENY, based on material police record (substantially related to the license activity)	
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application	

**Renewal Alcohol Beverage License Application
Police Record Report**

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APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
4/21/2016	James F. Gleich		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
	1007 N. Church Road, #101	Buffalo Wild Wings	7127 120th Avenue

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
3/19/2015	LIC, BARTENDERS/OPERATORS NO OPERATOR LICENSE	FOUND GUILTY	Y	20

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

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> GRANT , Subject to <input type="text" value="20"/> Demerit Points
<input type="checkbox"/> DENY , based on material police record (substantially related to the license activity)
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application

**Renewal Alcohol Beverage License
Police Record Report**

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APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
5/11/2016	Orlando Jaimes		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
	8744 54th Avenue	Miraz Restaurant	7500 Sheridan Road

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
7/1/2013	LIQUOR, LICENSE VIOLATION	FOUND GUILTY	Y	>730 DAYS
7/30/2014	LICENSE VIOLATION NO OPERATOR LICENSE	FOUND GUILTY	Y	20

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

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION	
<input checked="" type="checkbox"/> GRANT , Subject to <input type="text" value="20"/> Demerit Points	
<input type="checkbox"/> DENY , based on material police record (substantially related to the license activity)	
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application	

**Renewal Alcohol Beverage License Application
Police Record Report**

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APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
3/30/2016	William E. Koprovic		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
	23701 45th Street Salem, WI 53168	Rendezvous Tiki Lounge	1700 52nd Street

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
8/20/2012	LIQUOR, LICENSE VIOLATION	FOUND GUILTY	N	>730 DAYS
12/5/2014	LIQUOR, VIOLATION OTHER	DISMISSED	Y	"
12/5/2014	LIQUOR, VIOLATION OTHER	FOUND GUILTY	Y	"
2/1/2014	OPERATE W/O VALID LICENSE (2ND W/IN 3 YRS)	GUILTY DUE TO NO CONTEST	N	"

CITY ATTORNEY'S RECOMMENDATION	
Offense Demerit Points	0
Were all offenses listed on the application?	N=20
TOTAL DEMERIT POINTS	20

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION	
<input checked="" type="checkbox"/>	GRANT , Subject to <input type="text" value="20"/> Demerit Points
<input type="checkbox"/>	DENY , based on material police record (substantially related to the license activity)
<input type="checkbox"/>	DEFER or GRANT subject to Non-Renewal Revocation due to False Application

**Renewal Alcohol Beverage License Application
Police Record Report**

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APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
4/18/2016	Rochelle Maciejewski		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
	2512 N. Elinor St, Appleton,WI	Huhot Mongolian Grill	7214 Green Bay Rd STE 100

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
	*ADVERSE DUE TO PREVIOUS AGENT - ANDREW VAP 04-20-16 LIQUOR, LICENSE VIOLATION-DISPO PENDING			
	*ADVERSE DUE TO PREVIOUS AGENT - KELLY LOSCH 08-14-14 LIQUOR, LICENSE VIOLATION-DISMISSED			
4/20/2016	ANDREW VAP - NO OPER LIC	GUILTY	CIT. ISSUED AFTER DATE OF APPLICATION	20

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

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION	
<input checked="" type="checkbox"/> GRANT, Subject to <input type="text" value="20"/> Demerit Points	
<input type="checkbox"/> DENY, based on material police record (substantially related to the license activity)	
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application	

**Renewal Alcohol Beverage License Application
Police Record Report**

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APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
4/19/2016	Maria Piliouras		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
	5339 Rossi Lane	Phoenix Family Restaurant	12440 75th Street

APPLICANT INFORMATION

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION APPLIC FILED AFTER DATE OF APPLICATION	POINTS
4/20/2016	LIQUOR, LICENSE VIOLATION NO OPER LIC	GUILTY		20

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

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION	
<input checked="" type="checkbox"/> GRANT, Subject to <input type="text" value="20"/> Demerit Points	
<input type="checkbox"/> DENY, based on material police record (substantially related to the license activity)	
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application	

**Renewal Alcohol Beverage License
Police Record Report**

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APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
4/21/2016	Adrian A. Viveros		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
	2700 22nd Avenue	Los Taquitos	2105 22nd Avenue

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
1/10/2015	LICENSE VIOLATION AMUSEMENT DEVICE	GUILTY BY DEFAULT	N	5

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	5	
Were all offenses listed on the application?	N=20	
TOTAL DEMERIT POINTS	25	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION	
<input checked="" type="checkbox"/>	GRANT , Subject to <input type="text" value="25"/> Demerit Points
<input type="checkbox"/>	DENY , based on material police record (substantially related to the license activity)
<input type="checkbox"/>	DEFER or GRANT subject to Non-Renewal Revocation due to False Application

**Renewal Alcohol Beverage License
Police Record Report**

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APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
4/19/2016	Arthur DeBaere III		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
	6502 93rd Avenue	Champions Sports Bar	719 50th Street

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
11/14/2014	LIQUOR, SELL TO MINOR	DISMISSED BT PLED	Y	25
11/14/2014	LIQUOR, MINOR LOITER IN TAVERN	DISMISSED BT PLED	Y	15

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	40	
Were all offenses listed on the application?	Y	
TOTAL DEMERIT POINTS	40	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION	
<input checked="" type="checkbox"/> GRANT, Subject to <input type="text" value="40"/> Demerit Points	
<input type="checkbox"/> DENY, based on material police record (substantially related to the license activity)	
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application	

Renewal Alcohol Beverage License Application - Police Record Report

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APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
4/15/2016	Bindelli,Dante		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
	3400 30th St.	Bindelli's Safari	2232 Roosevelt Rd.

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
11/14/2013	LIQUOR, LICENSE VIOLATION	DISMISSED		>730 DAYS
*ADVERSE DUE TO PREVIOUS AGENT- JANE FENN - VIOLATIONS LISTED BELOW:				
12/1/2013	LIQUOR, MINOR LOITER IN TAVERN	FOUND GUILTY	N	>730 DAYS
3/27/2015	LIQUOR, MINOR LOITER IN TAVERN	DISMISSED BT PLED		DIFF LOCATION
3/27/2015	LIQUOR, SELL TO MINOR	DISMISSED BT PLED		DIFF LOCATION
2/3/2016	LIQUOR, LICENSE VIOLATION	DISPO PENDING	N	DIFF LOCATION
4/16/2016	LIQUOR, VIOLATION OTHER	DISPO PENDING	Y	20
4/16/2016	LIQUOR, VIOLATION OTHER	DISPO PENDING	Y	20
12/6/2014	NO OPER. LICENSE	DISMISSED BT PLED	N/A	DIFF LOCATION

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	40	
Were all offenses listed on the application?	Y	
TOTAL DEMERIT POINTS	40	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION	
<input checked="" type="checkbox"/>	GRANT , Subject to <input type="text" value="40"/> Demerit Points
<input type="checkbox"/>	DENY , based on material police record (substantially related to the license activity)
<input type="checkbox"/>	DEFER or GRANT subject to Non-Renewal Revocation due to False Application

**Renewal Alcohol Beverage License
Police Record Report**

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APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
4/19/2016	Stacey West-Rivera		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
	5120 62nd Street	Sunset Grille	2500 52nd Street

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
9/7/2015	LIQUOR, LICENSE VIOLATION OPEN AFTER HOURS	DISMISSED BT PLED	Y	20
12/11/2015	LIQUOR, MINOR LOITER IN TAVERN	DISMISSED BT PLED	Y	15
12/11/2015	LIQUOR, SELL TO MINOR	DISMISSED BT PLED	Y	25

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

CITY ATTORNEY'S COMMENTS

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

**Renewal Alcohol Beverage License
Police Record Report**

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APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
4/22/2016	Samhan Samhan A		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
	4004 W. Lakeview Drive, Franklin	Kenosha Midnight	5605 22nd Avenue

DATE OF CHARGE		CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
1/22/2014	LIQUOR, VIOLATION OTHER	DISMISSED BY COURT		75
3/20/2014	LIQUOR, SELL TO MINOR	DISMISSED BY COURT	Y	
5/1/2014	LICENSE, AMUSEMENT ENTERPRISE	FOUND GUILTY	Y	
7/28/2014	LIQUOR, SELL TO MINOR	DISMISSED		
7/16/2015	LIQUOR, LICENSE VIOLATION	DISMISSED		

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	75	
Were all offenses listed on the application?	Y	
TOTAL DEMERIT POINTS	75	

CITY ATTORNEY'S COMMENTS
PURSUANT TO CC ORDER OF REINSTATEMENT 12/22/15

FINAL RECOMMENDATION	
<input checked="" type="checkbox"/>	GRANT , Subject to <input type="text" value="75"/> Demerit Points
<input type="checkbox"/>	DENY , based on material police record (substantially related to the license activity)
<input type="checkbox"/>	DEFER or GRANT subject to Non-Renewal Revocation due to False Application

**Renewal Alcohol Beverage License Application
Police Record Report**

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APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
5/2/2016	Michael Roscioli		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
	11211 14th Avenue Pleasant Prairie, WI 53158	Mason's Eatery & Pub	7000 74th Place

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
7/13/2013	LIQUOR, LICENSE VIOLATION	DISMISSED	Y	>730 DAYS
11/8/2013	LIQUOR, LICENSE VIOLATION	DISMISSED	Y	"
3/14/2014	LICENSE VIOLATION	GUILTY BY DEFAULT	Y	"
2/4/2015	LICENSE, AMUSEMENT ENTERPRISE	GUILTY BY DEFAULT	Y	5
3/19/2015	LICENSE, AMUSEMENT ENTERPRISE	FOUND GUILTY	Y	10

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

CITY ATTORNEY'S COMMENTS

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

**Renewal Alcohol Beverage License Application
Police Record Report**

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APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
4/21/2016	Jennifer J. Miller		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
	30124 Beach Dr Burlington, WI 53105	Noodles & Company	7224 120th Ave. Ste 4

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
12/30/2013	LIQUOR, LICENSE VIOLATION NO OPER LIC	FOUND GUILTY	Y	>730 DAYS

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

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> GRANT, Subject to <input type="text" value="0"/> Demerit Points
<input type="checkbox"/> DENY, based on material police record (substantially related to the license activity)
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application

Renewal Alcohol Beverage License Application Police Record Report

16

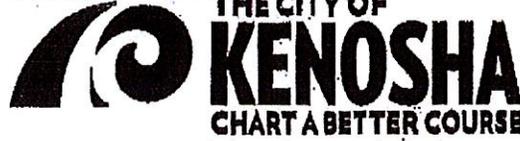
APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
5/5/2016	Stephen Hawkins		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
	5012 7th Avenue Kenosha, WI 53140	Fusion	5014 7th Avenue

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
6/29/2012	BATTERY/DV	DISPO PENDING	N	>730 DAYS

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

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> GRANT , Subject to <input type="text" value="0"/> Demerit Points
<input type="checkbox"/> DENY , based on material police record (substantially related to the license activity)
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application



17

FILED	5/10/16
INITIALS	JD
ADVERSE/NO ADV	
LP	5/31/16
CC	lele

PERMANENT OUTDOOR EXTENSION
of Class "B", "Class B", and/or "Class C" License(s)
CITY ORDINANCE §10.075
Type: 210 Fee: \$150.00

- Licensee: The Char Grill, Inc, Jeffrey Marsh, Agent District # 14
Note: must be same name as beer/liquor license
- Trade Name & Address: Charcoal Grill & Rotisserie, 5745 75th St
- Contact Person: Frank Stueb, Mgr. Phone: 262-942-9886 Email: Kenosha@Charcoalgrill.com
(correspondence will be via email if address is given)
- Type of activity planned for the outdoor area: Dining, Class B beer + liquor #006495-160099 201
- A detailed map (scaled site plan) and two (2) pictures describing the outdoor area is required.
 map pictures attached. If assistance is needed, contact Mike Calovi (Community Development & Inspections) at 653-4032 to schedule an appointment. (see example attached to this application)
- A fence not less than four (4') feet high and no greater than six (6') feet high is required to surround the outdoor area within the description of the Class "B", "Class B" and/or "Class C" licensed premises.
 A fence will surround the outdoor area. Complete the Fence Permit Application in Room 100 (CDI) and attach a copy to this application. -OR-
 The Common Council may waive the fence requirement where the licensed premises is operated as a RESTAURANT within the meaning of Section 5.3046 A.10 (of the Code of General Ordinances):
Complete "Waiver A" Fence Waiver. attached
- The closing hours for an outdoor extension are 10:00 P.M. TO 8:00 A.M. You may request to change these hours to 12:00 midnight to 8:00 am. application attached

To be completed by The Community Development & Inspections Department:

Zoning Classification: B-2 if SFR, choose: Waiver B1 (institutional), B2 (restaurant), B3 (outdoor dining), or N/A

The outdoor area sought is ±950 ft from any single-family dwelling. If less than 25ft from single family, choose:
Waiver B1 (institutional), B2 (restaurant), B3 (outdoor dining), or N/A if dwelling is two-family, multi-family, zoned B-1, B-2, B-3, B-4 districts; or dwelling within twenty-five (25') feet of said boundary is occupied by the applicant and/or his/her immediate family and no others.

The outdoor area has a boundary:
 within 750 ft of any residentially zoned property.
Live music/entertainment is allowed in outdoor area 10:00am to 10:00pm with a cabaret license. (Amplified music is allowed without a cabaret license subject to the same time restrictions.)

greater than 750 ft of any residentially zoned property.
Live music/entertainment is allowed in outdoor area 10:00am to 1:00am (or earlier in accordance with the closing time of the outdoor extension) with a cabaret license. (Amplified music is allowed without a cabaret license subject to the same time restrictions.)

Recommendation:

Approval

CDI Staff Member: [Signature] Date: May 11, 2016

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

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

Frank Stach Mgr. as Agent 5/10/14
(Individual/Partner/Member) Date

(Partner/Member) Date

"WAIVER A"

FENCE WAIVER:
for RESTAURANTS only

OUTDOOR EXTENSION
CITY ORDINANCE §10.075

The Chor Grill, Inc, Jeff Marsh, Agent

Licensee Name

Frank Stueb, Manager as Agent

Applicant has applied for an extension of their Retail Class "B" Fermented Malt Beverage, "Class B" Liquor, and/or "Class C" Wine Licenses in accordance with §10.075 of the Code of General Ordinances and requests a waiver of the fencing requirement contained in Section D (3) thereof. In making this request, the applicant states, they are operating as a restaurant as defined by Section 5.046 A.10. "Restaurant" shall mean any building or room where, as the establishment's primary business, food and/or beverages are prepared, or served or sold to transients or the general public, and where the sale of Alcohol Beverages account for less than fifty (50%) percent of the establishment's gross receipts in the B-1, B-2, B-3, or B-4 Zoning Districts.

Frank Stueb

(Individual/Partner/Member)

5/10/16

Date

(Partner/Member)

Date

permanent outdoor extension "waiver a"

"WAIVER B"
WAIVER OF PROHIBITIONS SET FORTH
IN §10.075 D.1 AND D.3 OF THE CODE OF GENERAL ORDINANCES

OUTDOOR EXTENSION

The Char Grill Inc. Jeff Marsh, Agent
Licensee Name

Frank Staub, Manager as Agent

Applicant has applied for an extension of their Retail Class "B" Fermented Malt Beverage, "Class B" Liquor, and/or "Class C" Wine Licenses in accordance with §10.075 of the Code of General Ordinances and requests a waiver of all of the prohibitions set forth in Section D(1) and D(3) thereof because the licensed premises, including the outdoor area:

- B1. is located wholly within an area in the City zoned Institutional.
- B2. is operating as a restaurant, with the sale of alcoholic beverages accounting for less than fifty (50%) percent of the establishment's gross receipts in the B-1, B-2, B-3, or B-4 Zoning Districts (as defined by Section 5.046 A.10. Of the Code of General Ordinances).
- B3. is licensed by the City of Kenosha for Outdoor Dining.

Please find below a list of names and addresses of all property owners residing within 25 feet of the boundaries of the outdoor area sought to be included within the description of the Retail Class "B" Beer, "Class B" Liquor, and/or "Class C" Wine licensed premises. This list will be forwarded to the Building Inspector for verification.

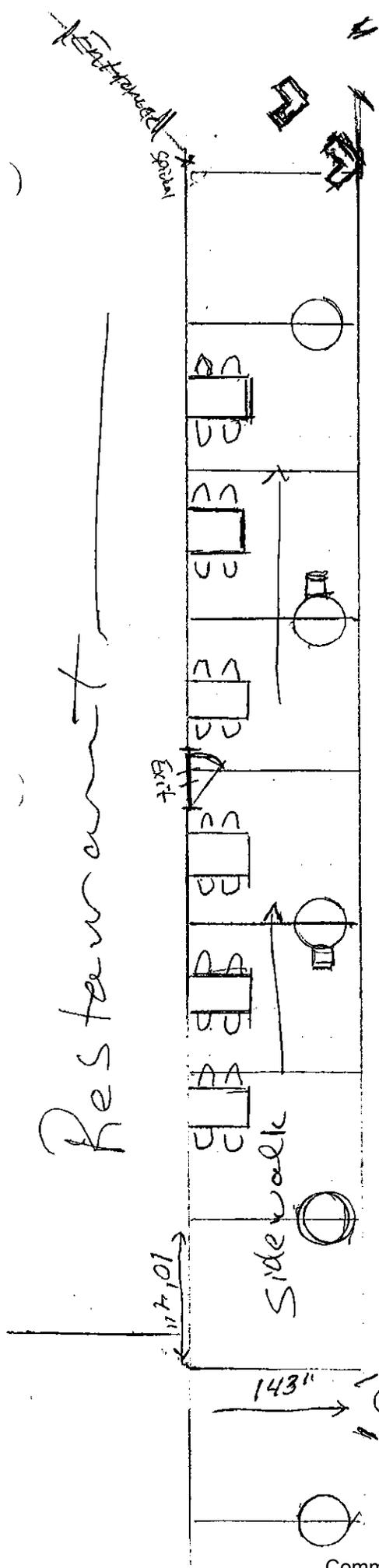
Liberty Tax Rep.

Frank Staub, Manager 5/10/14
(Individual/Partner/Member) Date

(Partner/Member) Date

Received by Building Inspector Michael Callovi Date May 11, 2016

permanent outdoor extension "waiver b"



Handicap
(Ramp)

2' x 2'
24" x 24"

Each section of Side walk is (124" x 143"
10'4" x 11'11")

trash receptacles

○ = support pillar
is over-sized in Draft.

30" ↓  = table - 48" L x 30" W

□ = Chair

Proposed 6 tables
for dining.

Canopy Covering walk
is pre existing.





Common Council Agenda Item C.17.





MAILED MAY 02 2016



20

FILED	5/2
INITIALS	mn
ADVERSE	<u>NO ADV</u>
LP	5/31
cc	6/6
LETTER	EM 5/23

CABARET LICENSE

YEARLY - New

Type: 212 Fee: \$300/year (pro-rated) Effective: 6/7/16 Expires: June 30, 2016
(\$25.00/month beginning with effective month & ending in June)

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

1. Licensee Name: Griffin Lanes LLC District# 12
(NOTE: must be same name as beer/liquor license)

2. Trade Name: Sheridan Lanes Trade Address: 1120-80TH Street

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

4. Date of Birth of Agent (if Corporation/LLC) or Individual: 1-9-62

5. Address: 8335-57TH Ave Phone: 262-634-0411 Email: sheridanlanes@gmail.com
(correspondence will be via email if address is given)

6. Driver's License Number: G615-5126-2509-02
(must indicate if this is not a Wisconsin DL)

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

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

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

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

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

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

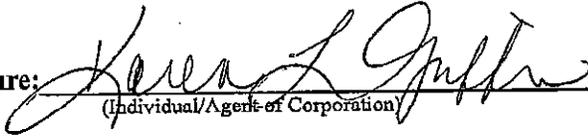
13. List the name and address of all employers for which you have worked and/or businesses you have operated, in the past five (5) years:

Market Day - Hasco, IL - no longer in business
Stenden Paper - 1120 - 80th Street

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

8335 - 57th Ave Kenosha WI 53142

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

Applicant's Signature:  Date: 5-2-16
(Individual/Agent of Corporation)

(12)

NON-ADVERSE RENEWAL CABARET (JULY 1, 2016 - JUNE 30, 2017)

ITEM	LICENSEE	TRADE NAME	ADDRESS	DISTRICT
1	CARTHAGE COLLEGE	CARTHAGE COLLEGE	2001 ALFORD PARK DR	1
2	CHASER'S LOUNGE, LLC	CHASER'S LOUNGE	6309 24TH AVE	3
3	GERBERS PUB OF KENOSHA, INC	CHAMPIONS SPORTS BAR	719 58TH AVE	2
4	JAJA, INC	MADRIGRANO MARINA SHORES	302 58TH ST	2
5	KENOSHA PERFORMING ARTS ASSOCIATION	FUSION	5014 7TH AVE	2
6	MICHELLE L. TRAYLOR	MIKKI'S RAT RACE	8735 SHERIDAN RD	9
7	MUTLEY-REN, LLC	BOURBON LEGENDS	2200 60TH ST	2
8	RACHNA ENTERPRISES, INC	RUSH STREET LOUNGE	7220 122ND AVE	16
9	RENDEZVOUS BAR & GRILL, INC	RENDEZVOUS TIKI LOUNGE	1700 52ND ST	17
10	RIVAL'S KENOSHA, INC	RIVAL'S SPORTS PUB & GRILLE	6325 120TH AVE	16
11	TK KENOSHA, LLC	MASON'S EATERY & PUB	7000 74TH PL	16
12	TRACI PETERSON	HATTRIX	2425 60TH ST	3
13	VFW POST 1865	VFW POST 1865	6618 39TH AVE	15



E-MAILED MAY - 9 2016

22

FILED	4/29
INITIALS	mm
ADVERSE/NO ADV	
LP	5131
CC	6/6

letter on 5/23

PUBLIC ENTERTAINMENT LICENSE

YEARLY Type: 119 Fee: \$300 Expires: _____ DAILY Type: 118 Fee: \$50.00/day Date(s): 7/16/16

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

1. Licensee Name: Southern Wisconsin All Airborne Chapter (SWAAC) District# 2
(Individual or Corporation/LLC- same as WI Seller's Permit)

2. Trade Name: (SWAAC) in front of Fec's Place Trade Address: 6th Ave blw 55th & 56th St
5523-6th Ave

3. If license is in the name of a Corp., LLC, or club; Name of person in charge of entertainment:
Name: Nick Pulera

4. Date of Birth of person in question #3: _____

5. Address: 7527-19th AVE Phone: (262) 676-1193 Email: fecsp@aol.com
(correspondence will be via email if address is given)

6. Attach an "Applicant's Report of Police Record" for individual, partners, agent, or person in charge of event

7. Have you obtained a current copy of 12.05 (Of the Code of General Ordinances) yes no

8. If you previously held the license applied for, was it ever suspended or revoked? yes no
If yes, explain: _____

9. Describe in detail the type of entertainment to be provided: Memorial Prgoast with Live Music. 5 piece band.

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

Applicant's Signature: Nick Pulera Date: 4-29-16
(Individual/Agent of Corporation)



23

FILED	5/13/16
INITIALS	MA
ADVERSE	(NO ADV)
LP	5135
CC	6/6

letter attached

PUBLIC ENTERTAINMENT LICENSE

YEARLY Type: 119 Fee: \$300 Expires: 2017 **DAILY Type: 118 Fee: \$50.00/day Date(s):** _____

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

1. Licensee Name: Public Craft Brewing Co. LLC District# 2
(Individual or Corporation/ELC- same as WI Seller's Permit)

2. Trade Name: PUBLIC Craft Brewing Co. Trade Address: 716 58th St.

3. If license is in the name of a Corp., LLC, or club; Name of person in charge of entertainment:
Name: Matt Geary

4. Date of Birth of person in question #3: _____

5. Address: 6340 10th Ave Phone: 262-818-4460 Email: _____
(correspondence will be via email if address is given)

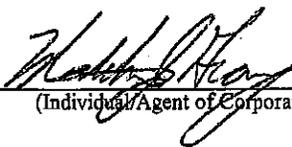
6. Attach an "Applicant's Report of Police Record" for individual, partners, agent, or person in charge of event

7. Have you obtained a current copy of 12.05 (Of the Code of General Ordinances) yes no

8. If you previously held the license applied for, was it ever suspended or revoked? yes no
If yes, explain: _____

9. Describe in detail the type of entertainment to be provided: Live Music

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

Applicant's Signature:  Date: 5/13/16
(Individual/Agent of Corporation)



24

LP 5/31
CC 6/14
NO ADV

E-MAILED MAY 20 2016

THEATRE LICENSE
Section 12.04 Code of General Ordinances

Original Renewal

Yearly Type: 121 Fee: \$500.00
Expires: May 31, 2017

Temporary Type: 120 Fee: \$50.00
Term: _____ (not to exceed 30 days)

1. Licensee: LAKESIDE PLAYERS
(Individual/Partners/Corporation)
2. Trade Name: RHODE CENTER FOR THE ARTS
3. Address: 514- 56 ST District # 2
4. Phone: _____ Email: TREASURER @ RHODECENTER.ORG
5. Define all Areas and Rooms of Premises Designated to be Licensed: LOBBY & THEATRE

6. Is Applicant (check one): an individual a partnership a corporation licensed to do business in the State of Wisconsin;

As a not for profit corporation operating as a community theatre for the purpose of promoting art and culture and apply to the Common Council for a waiver of the license fee for the year covered by the license application.

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

Name	Address	Phone	Date of Birth
<u>MARK GREGG</u>	<u>610-4257</u>	<u>654-3522</u>	
<u>Oliver Johnson</u>	<u>2222 N. Lefebvre Ave</u>	<u>Wauwatosa</u>	
<u>Jennifer Cooper</u>	<u>10903 57th Ave</u>		
<u>Mackenzie Renner</u>	<u>817 73rd St.</u>	<u>(414)303-9594</u>	
	<u>Kenosha, WI 53143</u>		

-OVER-

8. If Applicant is a Corporation, provide name, address, telephone number and date of birth of Agent (person to assume charge of supervision of the licensed premises; must be 18 years of age or older and of good moral character)

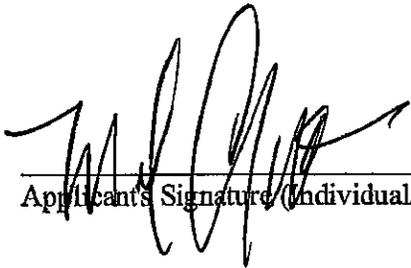
Mark Greco 6010 42nd St 654-3522

9. Each individual, sole proprietor, partner and corporate agent must fill out and attach "Applicant's Report of Police Record." CHECK IF ATTACHED

10. Have you obtained from the City Clerk or accessed on www.kenosha.org a current copy of §12.04, "Theatres"? YES NO

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

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.


Applicant's Signature (Individual/Partner/Member)

5/17/2016
Date

Applicant's Signature (Other Partner/Member)

Date



DANIEL G. MISKINIS
Chief of Police

DATE : MAY 17, 2016
TO : CITY CLERK DEBBIE SALAS
DEPUTY CITY ATTORNEY MATTHEW KNIGHT
FROM : INSPECTOR EDO MACCARI
SUBJECT : RENEWAL TOWING LICENSE APPLICATIONS
RECOMMENDATIONS

The Kenosha Police Department performed the required inspections in the storage lots at the locations listed below for renewal of their Towing Licenses and found that they are in compliance with City Ordinance.

<u>Business</u>	<u>Address</u>	<u>Phone</u>	<u>Contact Person</u>
*Atlas Service	5419 Washington Rd	657-2190	James McDevitt
*Firehouse Performance	4502-22nd Avenue	656-0773	Bryan Infusino
Jantz Auto Sales	3405 Washington Rd	654-0238	Steve Jantz
Jantz Auto Towing	3405 Washington Rd	654-0238	Alfred Jantz
Jantz Yard 4 Automotive	2500 Washington Rd	658-1392	Al Jantz
Jensen & Jensen Towing	5410-50 th Street	656-1100	Paula Jensen

*Denotes that the storage lot is not located at the principle place of business.

Please Note:
The fence at Pro Towing has wooden slots missing and is part wood and part chain link.
Pro Towing 6018-26th Avenue 321-4424 Sharon Wienke

Attached are copies of the Storage Lot Renewal Check Lists for your review.

Inspector Edo Maccari
INSPECTOR EDO MACCARI

25a

2016 Storage Lot Renewals
Check List

Name of Business: Atlas Service Center

Contact Person: James McDevitt

Address: 5419 Washington Road

Phone Number: 657-2190-Towing / 657-8028-Lot

Checklist	Yes	No	Comments
Is the Storage Lot completely enclosed with a 6 foot fence?	X		
Is there reasonable Protection from Theft/Vandalism?	X		
Is any side of the fence viewable from a public thoroughfare?	X		
Is the fence constructed to screen the view of the stored vehicles?	X		
Outside Storage - Minimum of 30 vehicles	X		
Inside Storage - Minimum of 2 vehicles	X		
Is the Storage Lot located at the principle place of business?		X	OFFICE AT 2150 W 57.

Inspection Conducted by: SHARON KLUBS Date of Inspection: 05/24/14

**2016 Storage Lot Renewals
Check List**

Name of Business	Firehouse Performance	Contact Person	Bryan Infusino
Address	Storage - 5700-49th Street	Phone Number	656-0773

Checklist	Yes	No	Comments
Is the Storage Lot completely enclosed with a 6 foot fence?	X		
Is there reasonable Protection from Theft/Vandalism?	X		
Is any side of the fence viewable from a public thoroughfare?	X		
Is the fence constructed to screen the view of the stored vehicles?	X		
Outside Storage - Minimum of 30 vehicles	X		
Inside Storage - Minimum of 2 vehicles	X		
Is the Storage Lot located at the principle place of business?		X	OFFICE AT 4502 22 AVE

Inspection Conducted by: SARAH DEWOLF # 113 Date of Inspection: 05/24/16

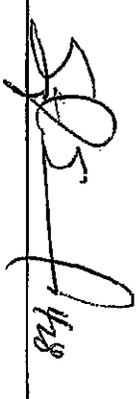
25C

2016 Storage Lot Renewals
Check List

Name of Business Jantz Auto Sales, Inc. **Contact Person** Steve Jantz

Address 3405-Washington Road **Phone Number** 262-654-0238

Checklist	Yes	No	Comments
Is the Storage Lot completely enclosed with a 6 foot fence?	✓		
Is there reasonable Protection from Theft/Vandalism? Is any side of the fence viewable from a public thoroughfare?	✓	✓	
Is the fence constructed to screen the view of the stored vehicles?	✓		
Outside Storage - Minimum of 30 vehicles	✓		
Inside Storage - Minimum of 2 vehicles	✓		
Is the Storage Lot located at the principle place of business?	✓		

Inspection Conducted by:  Date of Inspection: 5/13/16

250

**2016 Storage Lot Renewals
Check List**

Name of Business Jantz Auto Towing **Contact Person** Alfred Jantz

Address 3405 Washington Road **Phone Number** 262-654-0238

Checklist	Yes	No	Comments
Is the Storage Lot completely enclosed with a 6 foot fence?	✓		
Is there reasonable Protection from Theft/Vandalism?	✓		
Is any side of the fence viewable from a public thoroughfare?		✓	
Is the fence constructed to screen the view of the stored vehicles?	✓		
Outside Storage - Minimum of 30 vehicles	✓		
Inside Storage - Minimum of 2 vehicles	✓		
Is the Storage Lot located at the principle place of business?	✓		

Inspection Conducted by: *[Signature]* Date of Inspection: 5/13/16

**2016 Storage Lot Renewals
Check List**

Name of Business	Jensen & Jensen	Contact Person	Paula Jensen
Address	5410-50th Street	Phone Number	(262) 656-1100

Checklist	Yes	No	Comments
Is the Storage Lot completely enclosed with a 6 foot fence?	X		
Is there reasonable Protection from Theft/Vandalism?	X		
Is any side of the fence viewable from a public thoroughfare?	X		
Is the fence constructed to screen the view of the stored vehicles?	X		
Outside Storage - Minimum of 30 vehicles	X		
Inside Storage - Minimum of 2 vehicles	X		
Is the Storage Lot located at the principle place of business?	X		

Inspection Conducted by: SATHEGROCK #143 Date of Inspection: 05/18/16

259

2016 Storage Lot Renewals
Check List

Name of Business: Pro Towing Contact Person: Sharon Wienke

Address: 6018-26th Avenue Phone Number: 321-4424

Checklist	Yes	No	Comments
Is the Storage Lot completely enclosed with a 6 foot fence?	X		
Is there reasonable Protection from Theft/Vandalism?	X		HOWEVER, THE FENCE HAS WOODEN SATS MISSING.
Is any side of the fence viewable from a public thoroughfare?	X		FENCE IS PART WOODEN AND CHAIN LINK.
Is the fence constructed to screen the view of the stored vehicles?	X		SEE ABOVE COMMENT
Outside Storage - Minimum of 30 vehicles	X		
Inside Storage -Minimum of 2 vehicles	X		
Is the Storage Lot located at the principle place of business?	X		

Inspection Conducted by: SCHROEDER #1413 Date of Inspection: 05/19/16



FILED	5/6
INITIALS	mn
ADVERSE/NO-ADV	
LP	5/31
CC	6/6
PP TAX	n/a

MOBILE HOME PARK LICENSE

EXPIRE JUNE 30, 20¹⁷

- New Application Renewal Application

- Type 71 (1-50 Units) \$100/year
- Type 72 (51-100 Units) \$200/year
- Type 73 (101-150 Units) \$300/year
- Type 74 (151-200 Units) \$400/year
- Type 75 (201-250 Units) \$500/year
- Transfer

previous licensee

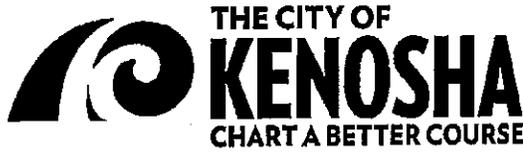
The undersigned hereby makes application for permit to engage in the business of a Mobile Home Park within the City of Kenosha.

- Name of Applicant JOHN RUFFOLO
- Address of Applicant 1750-22 AV
- Phone Number of Applicant 262-496-1234
- Name of Park ALPINE VILLAGE
- Address of Park 8067 SHERIDAN RD District # 9
- Number of Spaces 48
- Mobile Home Park Operator JOHN RUFFOLO
(Person who will be collecting monthly fees)
- Contact Phone Number for Operator 262-496-1234
- Email address for Operator GTUAN RUFFOLO @ GMAIL. COM

[Signature]
Signature of Applicant (individual/member of corp)

5-6-16
Date

266



FILED	4/19
INITIALS	mn
ADVERSE/NO ADV	
LP	5/31
CC	6/6
PP TAX	

CDI
Nea HK
Fire

MOBILE HOME PARK LICENSE

EXPIRE JUNE 30, 2017

- New Application
- Renewal Application

- Type 71 (1-50 Units) \$100/year
- Type 72 (51-100 Units) \$200/year
- Type 73 (101-150 Units) \$300/year
- Type 74 (151-200 Units) \$400/year
- Type 75 (201-250 Units) \$500/year
- Transfer? ~~was Lyndelfrate as family ESTATE~~
Lyndelfrate (owner)
previous-licensee

The undersigned hereby makes application for permit to engage in the business of a Mobile Home Park within the City of Kenosha.

1. Name of Applicant LYN DELFRATE Maple Lane Park, LLC
2. Address of Applicant 6516 - 62nd AV Kenosha WI 53142
3. Phone Number of Applicant 262-656-1800 cell: 262-914-1800
4. Name of Park MLP MAPLE LANE PARK LLC
5. Address of Park 8750 Sheridan Road District # 9 *
6. Number of Spaces 50
7. Mobile Home Park Operator Lyn Delfrate
(Person who will be collecting monthly fees)
8. Contact Phone Number for Operator 262-914-1800
9. Email address for Operator lyn.delfrate@gmail.com

Lyn Delfrate
Signature of Applicant (individual/member of corp)

4/15/16
Date

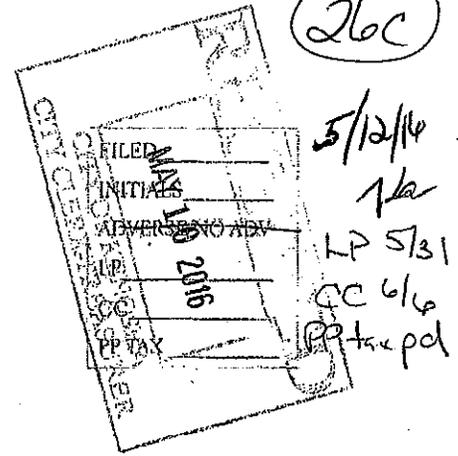
E-MAILED MAY 12 2016



MOBILE HOME PARK LICENSE

EXPIRE JUNE 30, 2017

New Application Renewal Application



Type 71 (1-50 Units)
\$100/year

Type 72 (51-100 Units)
\$200/year

Type 73 (101-150 Units)
\$300/year

Type 74 (151-200 Units)
\$400/year

Type 75 (201-250 Units)
\$500/year

Transfer

previous licensee

The undersigned hereby makes application for permit to engage in the business of a Mobile Home Park within the City of Kenosha.

1. Name of Applicant Kenosha MHC, LLC

2. Address of Applicant 9002 Sheridan Road

3. Phone Number of Applicant (262) 694-5596

4. Name of Park Oakwood MHC (Manufactured Housing Community)

5. Address of Park 9002 Sheridan Rd District # 9

6. Number of Spaces 215

7. Mobile Home Park Operator Kenosha MHC, LLC
(Person who will be collecting monthly fees)

8. Contact Phone Number for Operator (262) 694-5596

9. Email address for Operator mcabano@mhcprop.com

[Signature]
Signature of Applicant (individual/member of corp)

5/4/16
Date

26cd

E-MAILED MAY 16 2016



FILED	5-16-16
INITIALS	CD
ADVERSE/NO ADV-	
LP	5731
CC	6/4
PP TAX	

MOBILE HOME PARK LICENSE

EXPIRE JUNE 30, 20__

- New Application
- Renewal Application

- Type 71 (1-50 Units) \$100/year
- Type 72 (51-100 Units) \$200/year
- Type 73 (101-150 Units) \$300/year
- Type 74 (151-200 Units) \$400/year
- Type 75 (201-250 Units) \$500/year
- Transfer

previous licensee

The undersigned hereby makes application for permit to engage in the business of a Mobile Home Park within the City of Kenosha.

1. Name of Applicant PRAIRIE LAKE Estates Homeowners Cooperative
2. Address of Applicant 8200 75th St. LOT 70, KENOSHA, WI 53142
3. Phone Number of Applicant (262) 818-1043
4. Name of Park PRAIRIE LAKE Estates
5. Address of Park 8200 75th St., KENOSHA District # 110
6. Number of Spaces 70
7. Mobile Home Park Operator SAME AS ABOVE
(Person who will be collecting monthly fees)
8. Contact Phone Number for Operator SAME AS ABOVE
9. Email address for Operator PLEC8200@aol.com

Signature of Applicant (individual/member of corp)

5/11/16
Date

26e



FILED	5-17-16
INITIALS	CD
ADVERSE/NO ADV	
LP	5131
CC	616
PP TAX	pd

MOBILE HOME PARK LICENSE

EXPIRE JUNE 30, 2017

- New Application
- Renewal Application

- Type 71 (1-50 Units) \$100/year
- Type 72 (51-100 Units) \$200/year
- Type 73 (101-150 Units) \$300/year
- Type 74 (151-200 Units) \$400/year
- Type 75 (201-250 Units) \$500/year
- Transfer

previous licensee

The undersigned hereby makes application for permit to engage in the business of a Mobile Home Park within the City of Kenosha.

1. Name of Applicant NORTHERN DEVELOPMENT GROUP LLC
2. Address of Applicant PO BOX 170872 MILWAUKEE WI 53217-0872
3. Phone Number of Applicant 414-351-8000
4. Name of Park SHORECREST POINTE
5. Address of Park 8743 SHERIDAN ROAD 53143 District # 9
6. Number of Spaces 81
7. Mobile Home Park Operator NORTHERN DEVELOPMENT GROUP LLC
(Person who will be collecting monthly fees)
8. Contact Phone Number for Operator 414-351-8000
9. Email address for Operator Susan.vanvleet@assetdevelopment.com

Susan Van Vleet
Signature of Applicant (individual/member of corp)
EXECUTIVE ASSISTANT

5-4-16
Date

ORDINANCE NO. _____

BY: COMMITTEE ON PUBLIC SAFETY AND WELFARE

TO AMEND SECTION 7.12 B OF THE CODE OF GENERAL ORDINANCES TO INCLUDE AN ALL WAY STOP AT THE INTERSECTION OF 26th AVENUE AND 73rd STREET [District 8]

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

Section One: Section 7.12 B of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby amended by adding the following:

B. All vehicles shall stop before entering the intersections of:

26th Avenue and 73rd Street

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Date: _____

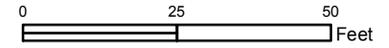
Passed:

Published:

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney

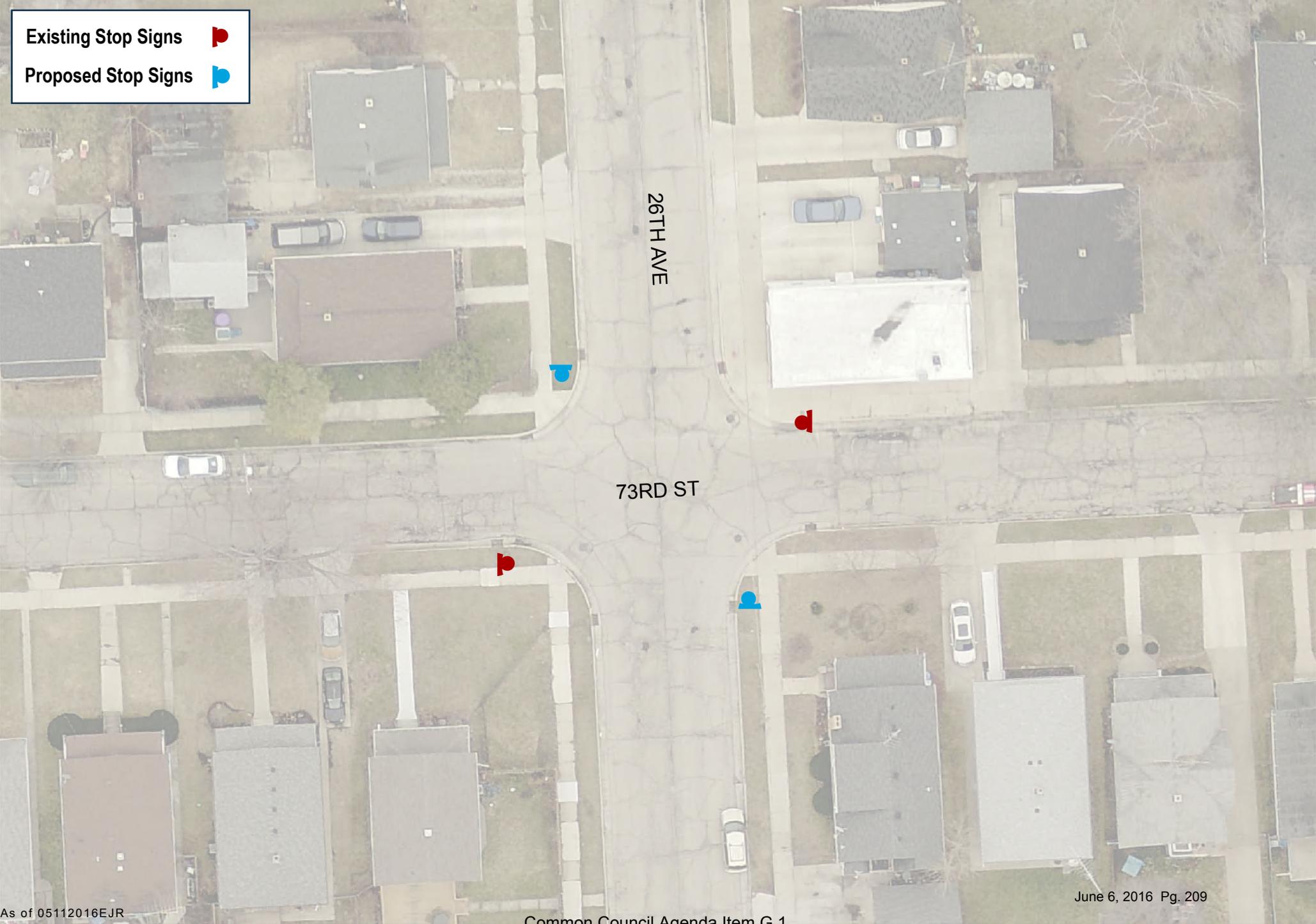
District 8 - Stop & Yield Sign Request

Department of Public Works - Engineering Division : 262.653.4050



Existing Stop Signs 

Proposed Stop Signs 



ORDINANCE NO. _____

**BY: COMMITTEE ON PUBLIC
SAFETY AND WELFARE**

**TO AMEND SECTION 7.12 C OF THE CODE OF
GENERAL ORDINANCES ENTITLED, "STOP
STREETS" BY ADDING A SOUTHBOUND STOP
SIGN AT THE INTERSECTION OF 25th AVENUE
AND 69th STREET. (District 8)**

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

Section One: Section 7.12 C of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby amended by adding the following hereto:

All vehicles traveling Southbound on 25th Avenue shall stop before entering the intersection with 69th Street.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

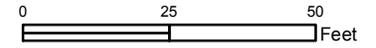
Passed:

Published:

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney

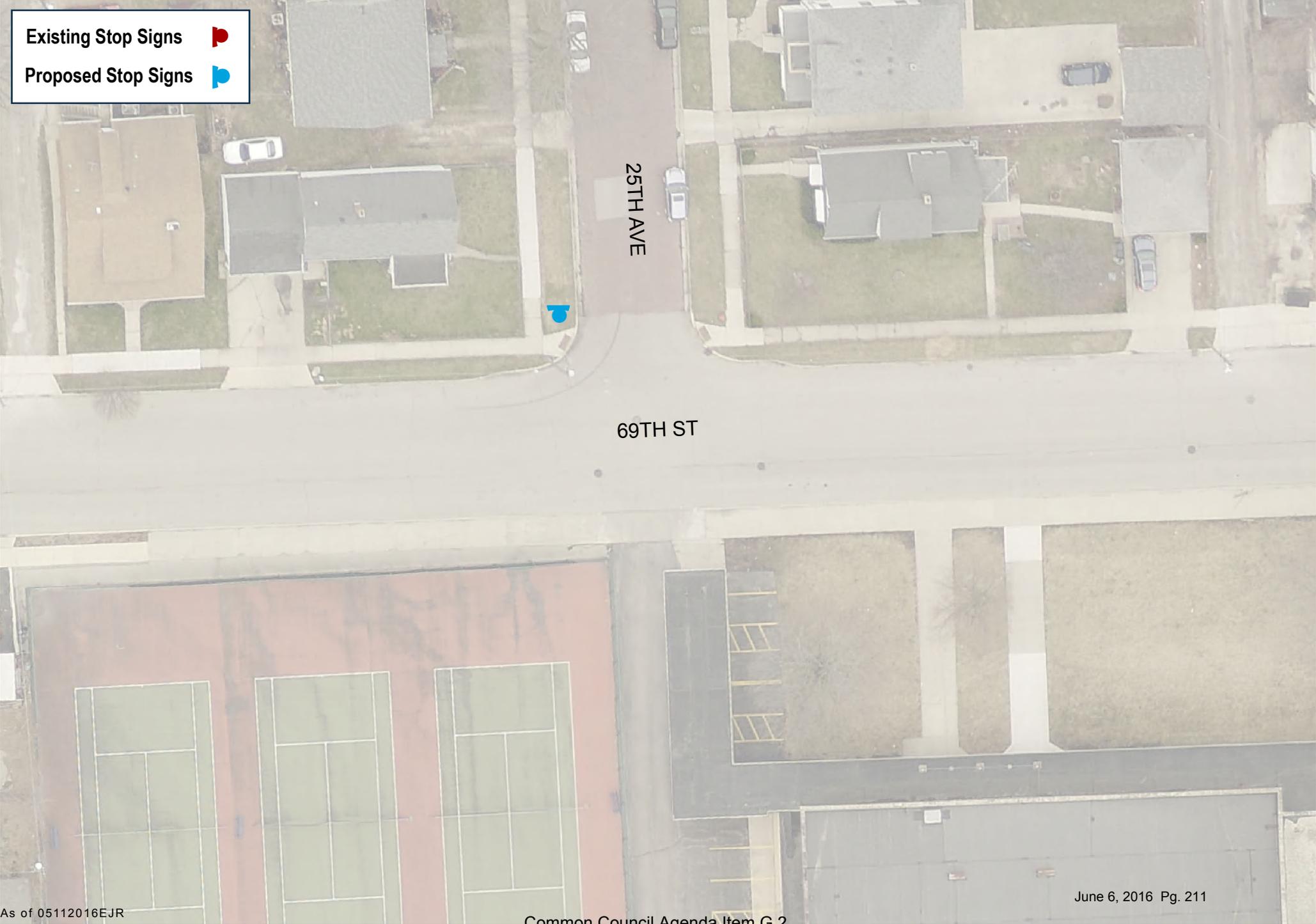
District 8 - Stop & Yield Sign Request

Department of Public Works - Engineering Division : 262.653.4050



Existing Stop Signs 

Proposed Stop Signs 





April 28, 2016

To: David F. Bogdala, Chairperson, Public Works Committee

From: Shelly Billingsley, MBA, PE *Shelly Billingsley*
 Director of Public Works

CC: John Prijic, Street Superintendent

Subject: Ordinance by Alderperson Rocco J. LaMacchia, Sr.; Co-Sponsor:
 Alderperson David Bogdala – To Repeal and Recreate Paragraph 7.06 A.
 and Paragraph 7.06 B.2. (of the Code of General Ordinances) Regarding
 Parking Restrictions

BACKGROUND INFORMATION

Alderperson LaMacchia requested that Public Works Engineering staff look into the impact of switching the end date of paragraph 7.06 A (of the Code of General Ordinances) from March 31st to the last day of February through the number of plow runs and signs this may affect. Staff current estimate is that six signs are installed in the right-of-way that reference paragraph 7.06 A. The cost to amend these signs to update the end date would be minimal as the Sign Shop has the capability to cut letters and cover up the March 31st date on each sign. Staff estimates the cost to be approximately \$500 including time and materials.

Staff has also found that in the past five years there have been 16 snow plow events (just over three events per year) that would have been effected by the proposed change. However, if the changes are instituted and there is a snow event less than 4 inches the snow plow drivers may not be able to clear a roadway unless one side of the street doesn't have parking as many roadways are too narrow to accommodate two parked cars and a plow. This becomes even more difficult if opposing traffic is added to the mix. This means that some city streets may not be plowed if the roadway is too narrow to safely pass through the neighborhood. If this Ordinance is passed the expectation of the citizens will need to be changed to know that if they are on a street where parking on both sides does not allow for the passage of a snow plow that their road may go unplowed if between 2 to 4-inches.

It has been mentioned in prior meetings, that staff could in those events call a Snow Emergency. Staff calls Snow Emergencies when they are absolutely needed (current policy is

greater than 4-inches) since Snow Emergencies do have an impact on residents who in turn have to move their cars. This is especially inconvenient to those properties that do not otherwise have off road parking.

Staff also took a look at how this change may impact the City's street sweeping program. When the weather allows, the Stormwater Utility crews try to get the city streets swept so that some of the debris collected during the winter months can be swept from the streets while alternate side parking is still in effect. This is one of the few months that the tons collected per vehicle is the highest and therefore has the most value to the City and therefore the alternate side parking during March does have positive environmental effects on our local rivers and lakes. If this is passed the expectation of the citizens will need to be changed as well to know that without having alternate side parking during the month of March when weather allows our crews may not be able to get a head start on ensuring the roadways are as clean as possible.

RECOMMENDATION

Staff recommends denial based on the analysis that staff has completed.

ORDINANCE NO.

SPONSOR: ALDERPERSON ROCCO J. LaMACCHIA, SR.
CO-SPONSORS: ALDERPERSON DAVID BOGDALA

TO REPEAL AND RECREATE PARAGRAPH 7.06 A. AND PARAGRAPH 7.06 B. 2. OF THE CODE OF GENERAL ORDINANCES REGARDING PARKING RESTRICTIONS

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

Section One: Paragraph 7.06 A. of the General Code of Ordinances for the City of

Kenosha, Wisconsin, is hereby repealed and recreated as follows:

A. No owner or operator of any motor vehicle, motor vehicle trailer, semitrailer or mobile home, except an emergency vehicle engaged in emergency services, shall park, suffer, allow or permit the same to be parked on any street or highway within the City from December First (1st) through ~~March Thirty-first (31st)~~ **the last day of February** -between the hours of 1:00 A.M. and 6:00 A.M., except as follows:

Section Two: Paragraph 7.06 B. 2. of the General Code of Ordinances for the City of

Kenosha, Wisconsin, is hereby repealed and recreated as follows:

2. Subsection 7.06 A. shall not apply to those streets that have any parking restrictions between 1:00 A.M. and 8:00 A. M. on one side of the street. On a street that has any parking restrictions between 1:00A.M. and 8:00 A.M. on one side of the street, no owner or operator of any motor vehicle, motor vehicle trailer, semitrailer or mobile home, except an emergency vehicle engaged in emergency services, may park, suffer, allow or permit the same to be parked on that side of the street having such parking restrictions, from December First (1st) through ~~March Thirty-first (31st)~~ **the last day of February** between the hours of 1:00 A.M. and 6:00 A.M.

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

ATTEST: _____ City Clerk
Debra L. Salas

APPROVED: _____ Mayor Date: _____
John M. Antaramian

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

ORDINANCE NO.

SPONSOR: ALDERPERSON ROCCO J. LaMACCHIA, SR.
CO-SPONSORS: ALDERPERSON DAVID BOGDALA

TO REPEAL AND RECREATE PARAGRAPH 7.06 A. AND PARAGRAPH 7.06 B. 2. OF THE CODE OF GENERAL ORDINANCES REGARDING PARKING RESTRICTIONS

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

Section One: Paragraph 7.06 A. of the General Code of Ordinances for the City

of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

A. No owner or operator of any motor vehicle, motor vehicle trailer, semitrailer or mobile home, except an emergency vehicle engaged in emergency services, shall park, suffer, allow or permit the same to be parked on any street or highway within the City from December First (1st) through the last day of February between the hours of 1:00 A.M. and 6:00 A.M., except as follows:

Section Two: Paragraph 7.06 B. 2. of the General Code of Ordinances for the

City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

2. Subsection 7.06 A. shall not apply to those streets that have any parking restrictions between 1:00 A.M. and 8:00 A. M. on one side of the street. On a street that has any parking restrictions between 1:00A.M. and 8:00 A.M. on one side of the street, no owner or operator of any motor vehicle, motor vehicle trailer, semitrailer or mobile home, except an emergency vehicle engaged in emergency services, may park, suffer, allow or permit the same to be parked on that side of the street having such parking restrictions, from December First (1st) through the last day of February between the hours of 1:00 A.M. and 6:00 A.M.

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

ATTEST: _____ City Clerk
Debra L. Salas

APPROVED: _____ Mayor Date: _____
John M. Antaramian

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

Thursday, May 19, 2016 at 5:00 pm
Municipal Building
625 52nd Street - Room 202 - Kenosha, WI 53140

Ordinance by the Mayor - To Annex 0.795 acres of land, more or less, located North of County Trunk Highway N and West of 128th Avenue from the Town of Paris to the City of Kenosha. (Route 142, LLC/#4) (District 16) PUBLIC HEARING

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Aldersperson Downing, District 16, has been notified. This item will also be reviewed by the Public Works Committee before final approval by the Common Council.

LOCATION AND ANALYSIS:

Site: North of County Trunk Highway N and West of 128th Avenue

1. The owner has filed a Petition to Annex two (2) parcels which total approximately 0.795 acres from the Town of Paris to the City of Kenosha.
2. Route 142, LLC/Uline purchased the two (2) parcels as it is required under the Development Agreement for the extension of 128th Avenue from STH 142 to CTH N. The property is proposed to be dedicated for street right-of-way.
3. Notice of the Annexation has been sent to the Town of Paris, the State and the appropriate school districts.

RECOMMENDATION:

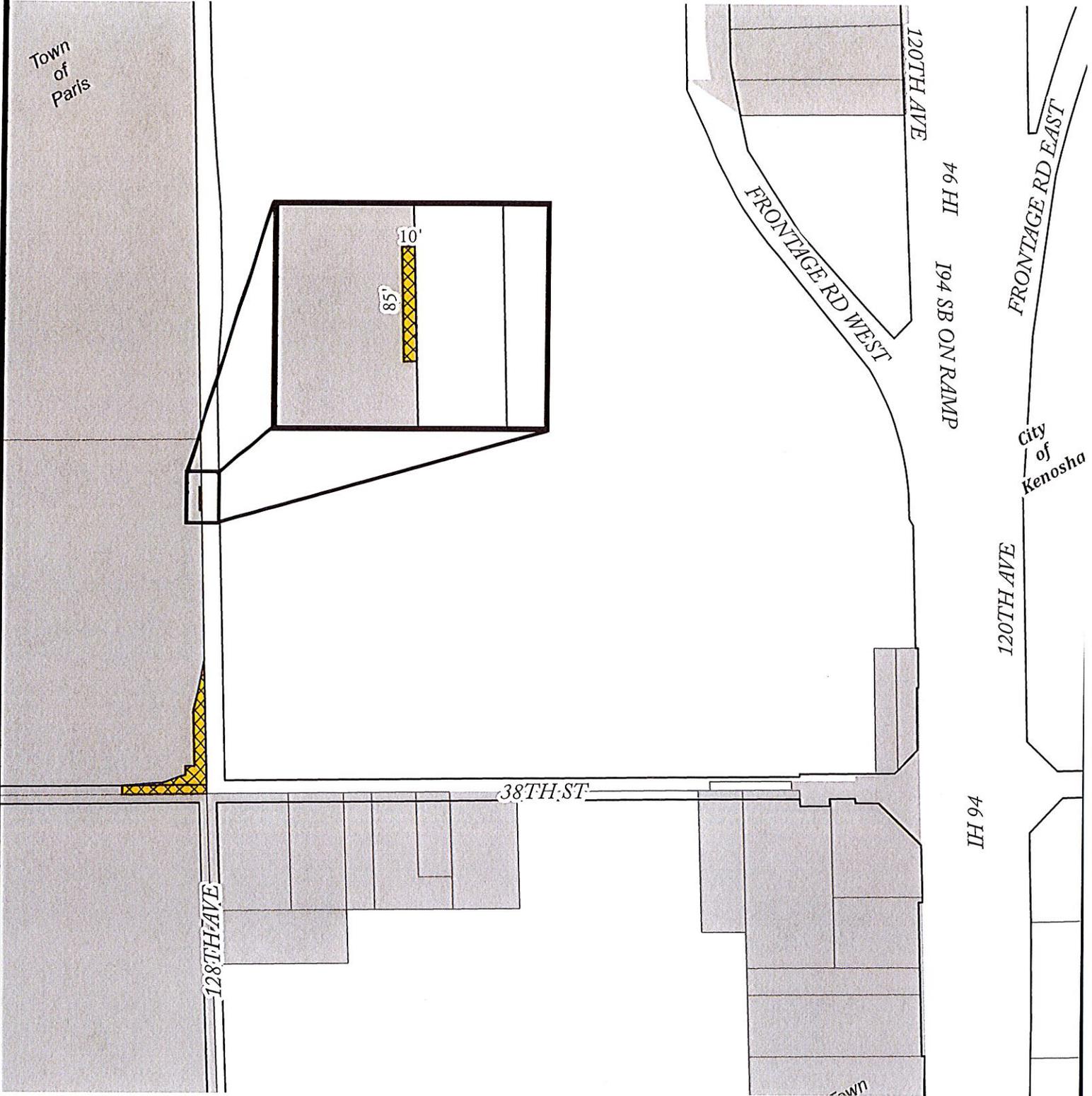
A recommendation is made to approve the Ordinance to Annex the properties.


Rich Schroeder, Deputy Director


Jeffrey B. Labavin, Director

/u2/acct/cp/ckays/ICPC/2016/MAY19/Staff- ord-annex-Route142LLC#4.doc

General Location Map Route 142, LLC Annexation



 Properties to be Annexed as Right-of-Way



ANNEXATION ORDINANCE

Document Number

Document Title

REGISTER OF DEEDS
1010 56TH Street
Kenosha, WI 53140

Re: Annexation Ordinance ____ - 16 by the Mayor – To Annex 0.795 acres of land, more or less, located North of County Trunk Highway N and West of 128th Avenue, from the Town of Paris to the City of Kenosha (Route 142, LLC #4)

Recording Area

This Document was drafted by and should be returned to:

Jonathan A. Mulligan
Office of the City Attorney
625 52nd Street, Room 201
Kenosha, Wisconsin 53140

45-4-221-252-0320
45-4-221-252-0325

Parcel Identification Numbers (PIN)

I, Debra L. Salas, City Clerk of the City of Kenosha, Wisconsin do hereby certify that on the _____ day of June, 2016, the Common Council of the City of Kenosha, Wisconsin by Ordinance duly adopted Ordinance Number _____, which did attach to the City of Kenosha, Wisconsin territory in the Town of Paris, Kenosha County, Wisconsin.

I further certify that attached thereto and made a part hereof is a true and correct copy of the legal description and plat of the territory so attached.

Dated this _____ day of June, 2016.

Debra L. Salas, City Clerk

SEAL

ANNEXATION ORDINANCE

ORDINANCE NO. _____

BY: THE MAYOR

TO ANNEX 0.795 ACRES OF LAND, MORE OR LESS,
LOCATED NORTH OF COUNTY TRUNK HIGHWAY N AND
WEST OF 128TH AVENUE FROM THE TOWN OF PARIS TO
THE CITY OF KENOSHA [Route 142, LLC/#4]

Annexing to the City of Kenosha, Wisconsin, territory in the Town of Paris,

Kenosha County, Wisconsin:

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

Section One: Territory Annexed. In accordance with:

- a. Section 66.0217 of the Wisconsin Statutes; and,
- b. The petition for direct annexation filed with the City Clerk on the 5th day of May, 2016, signed by all of the owners of property within such territory;

and it having been determined that such proposed annexation is in the public interest by:

- a. The City Plan Commission of Kenosha; and
- b. The Common Council of the City of Kenosha;

and it having been determined by the State of Wisconsin, Department of Administration, Municipal Boundary Review Section, that such proposed annexation is not against public policy, as shown by their determination of public interest; the territory in the Town of Paris, Kenosha County, Wisconsin, more fully described on Exhibit 1, attached hereto and incorporated herein by reference, is hereby annexed to the City of Kenosha, Wisconsin.

Section Two: Effect of Annexation. From and after the date of this Ordinance, the territory referred to Section One and more fully described on attached Exhibit 1 shall be a part of the City of Kenosha for any and all purposes provided by law, and all persons coming or residing within such territory shall be subject to all Ordinances, rules and regulations governing the City of Kenosha.

EXHIBIT 1
LEGAL DESCRIPTION

Part of the Southeast 1/4 of the Northwest 1/4 of Section 25, Township 2 North, Range 21 East, Town of Paris, Kenosha County, Wisconsin, more particularly described as follows: Beginning at the southeast corner of the Northwest 1/4 of said Section 25; thence S89°20'04"W along the south line of said Northwest 1/4, 323.27 feet; thence N00°39'56"W, 33.00 feet to the north right of way line of 38th Street - County Trunk Highway "N"; thence N85°37'46"E, 154.97 feet; thence N71°46'16"E, 92.02 feet; thence N01°27'29"W, 33.50 feet; thence N88°50'32"E, 30.72 feet; thence N01°22'31"W, 207.70 feet; thence N13°07'37"E, 190.52 feet to the east line of said Northwest 1/4; thence S01°33'48"E along said east line, 497.31 feet to the point of beginning. Containing 33,820 sq. ft.

Tax Parcel Number 45-4-221-252-0320

Part of the Southeast 1/4 of the Northwest 1/4 of Section 25, Township 2 North, Range 21 East, Town of Paris, Kenosha County, Wisconsin, more particularly described as follows: Commencing at the southeast corner of the Northwest 1/4 of said Section 25; thence N01°33'48"W along the east line of said Northwest 1/4, 1058.77 feet to the point of beginning; thence S88°26'12"W, 10.00 feet; thence N01°33'48"W, 85.00 feet; thence N88°26'12"E, 10.00 feet to the aforesaid east line of said Northwest 1/4; thence S01°33'48"E along said east line, 85.00 feet to the point of beginning. Containing 850.00 sq. ft.

Tax Parcel Number 45-4-221-252-0325

**PETITION OF ALL ELECTORS AND ALL PROPERTY OWNERS FOR DIRECT ANNEXATION
BY UNANIMOUS APPROVAL TO THE CITY OF KENOSHA
FROM THE TOWN OF PARIS PURSUANT TO SECTION 66.0217(2) WISCONSIN STATUTES**

We, the undersigned, constituting all of the owners of real property in the territory of the Town of Paris, Kenosha County, Wisconsin, lying contiguous to the City of Kenosha, petition the honorable Mayor and Common Council of said City to annex the territory described below and shown on the attached scale map to the City of Kenosha, Kenosha County, Wisconsin.

The current population of the territory to be annexed as defined by Section 66.0217(5)(a) of the Wisconsin Statutes is 0.

The undersigned elect that this annexation shall take effect to the full extent consistent with outstanding priorities of another annexation, incorporation, or consolidation proceeding, if any.

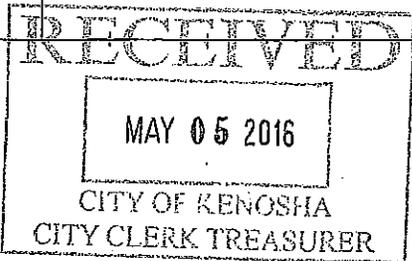
Special assessments are governed by City ordinances. See Section 1.155, 2.10 and 32.05 of the Code of General Ordinances.

Route 142, LLC/#4
(Tax ID #45-4-221-252-0320 and #45-4-221-252-0325)
Legal Description

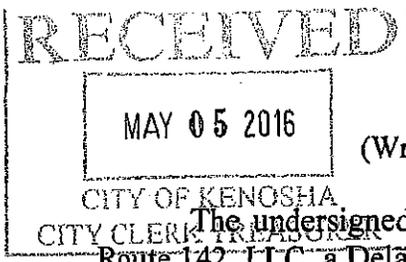
Parcel #45-4-221-252-0325 described as: Being a part of the Southeast 1/4 of the Northwest 1/4 of Section 25, Township 2 North, Range 21 East, Town of Paris, Kenosha County, Wisconsin, more particularly described as follows: Commencing at the southeast corner of the Northwest 1/4 of said Section 25; thence N01°33'48"W along the east line of said Northwest 1/4, 1058.77 feet to the point of beginning; thence S88°26'12"W, 10.00 feet; thence N01°33'48"W, 85.00 feet; thence N88°26'12"E, 10.00 feet to the aforesaid east line of said Northwest 1/4; thence S01°33'48"E along said east line, 85.00 feet to the point of beginning.
Containing 850.00 sq. ft.

Parcel #45-4-221-252-0320 described as: Being a part of the Southeast 1/4 of the Northwest 1/4 of Section 25, Township 2 North, Range 21 East, Town of Paris, Kenosha County, Wisconsin, more particularly described as follows: Beginning at the southeast corner of the Northwest 1/4 of said Section 25; thence S89°20'04"W along the south line of said Northwest 1/4, 323.27 feet; thence N00°39'56"W, 33.00 feet to the north right of way line of 38th Street - County Trunk Highway "N"; thence N85°37'46"E, 154.97 feet; thence N71°46'16"E, 92.02 feet; thence N01°27'29"W, 33.50 feet; thence N88°50'32"E, 30.72 feet; thence N01°22'31"W, 207.70 feet; thence N13°07'37"E, 190.52 feet to the east line of said Northwest 1/4; thence S01°33'48"E along said east line, 497.31 feet to the point of beginning.
Containing 33,820 sq. ft.

Date	Signature of Petitioner	Mark with an "X"		Address or Description of Property
		Owner	Elector	
5/5/2016	<i>Bruce Johnson</i>	X		See attached map



/u2/acct/cp/ckays/2 PLANNING/ANNEX/2016/ROUTE 142 LLC#4-ULINE/Petition-unanimous.odt



**ROUTE 142, LLC
CONSENT RESOLUTIONS**

(Written Consent of Managers In Lieu of Special Meeting)

The undersigned, Richard E. Uihlein and Elizabeth A. Uihlein, being the Managers of Route 142, LLC, a Delaware limited liability company ("Route 142"), hereby consent and agree, in lieu of a special meeting, to the adoption of the following resolutions:

WHEREAS, in order to provide additional real property improvements for use by its lessee, Route 142 desires to acquire land in the City of Kenosha, the Town of Paris, and the surrounding area;

WHEREAS, Route 142 desires to develop real property improvements on the land it acquires for use by its lessee;

WHEREAS, pursuant to the Route 142 Operating Agreement, only the Managers of Route 142 (and not its Members) are authorized to enter into, or authorize another to enter into, the transactions contemplated in this Resolution.

IT IS THEREFORE RESOLVED, that the Managers are authorized, hereby ratify, and deem it appropriate and in the best interest of Route 142 to enter into certain agreements and covenants with Federal, State, and Municipal authorities, contractors and service providers, and others in order to facilitate the development of additional land and improvements (on the terms and conditions as the Managers deem acceptable);

FURTHER RESOLVED, that the Managers are authorized, and deem it appropriate and in the best interest of Route 142 to enter into and consummate additional agreements to purchase real estate in the City of Kenosha, Town of Paris and surrounding area.

FURTHER RESOLVED, that Phillip D. Hunt (Executive Vice President), Randy Copenharve (Director of Facilities Projects), Brad Folkert (Director of Construction), Frank Unick (Chief Financial Officer), Laurence Barry (Senior Corporate Counsel), and Piotr Balenkowski (Construction Project Manager) of Uline, Inc. are hereby appointed as agents of Route 142 and are authorized to act in their respective capacities in the name and on behalf of Route 142 in order to effectuate the preceding resolutions and to execute and deliver any and all agreements, covenants, financial statements, deeds and documents incidental thereto, including but not limited to: (a) letters of intent, (b) memorandums of understanding, (c) easements and covenants, (d) development agreements, (e) AIA agreements, (f) construction agreements, (g) government and municipal applications, and (h) any other documents necessary to transfer title of property to Route 142;

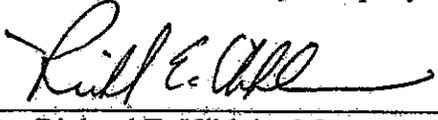
FURTHER RESOLVED, that each of the Managers and any of the above appointed agents of Route 142 are hereby authorized in the name and on behalf of Route 142 to execute and deliver any such other documents as may be necessary, from time to time, in order to effectuate the preceding resolutions and the Managers do hereby ratify, confirm, approve and adopt in all respects any documents heretofore executed and delivered by any such person in connection with the preceding resolutions.

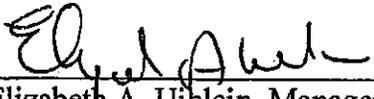
This consent shall have the same force and effect as a unanimous vote of all of the Managers and Members at a duly called meeting of Route 142.

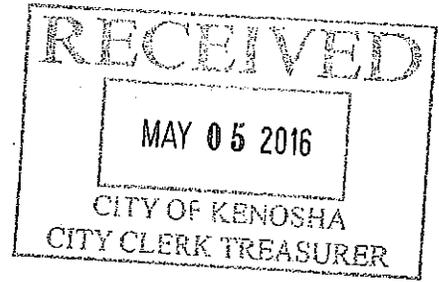
[SIGNATURE PAGE TO FOLLOW]

Dated as of the 1st day of June, 2015.

ROUTE 142, LLC,
a Delaware limited liability company

By: 
Richard E. Uihlein, Manager

By: 
Elizabeth A. Uihlein, Manager





**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

SCOTT WALKER

GOVERNOR

SCOTT A. NEITZEL

SECRETARY

Municipal Boundary Review

PO Box 1645, Madison WI 53701

Voice (608) 264-6102 Fax (608) 264-6104

Email: wimunicipalboundaryreview@wi.gov

Web: <http://doa.wi.gov/municipalboundaryreview/>

May 25, 2016

PETITION FILE NO. 13944

DEBRA SALAS, CLERK
CITY OF KENOSHA
625 52ND ST #105
KENOSHA, WI 53140-3480

BEVERLY MCCUMBER, CLERK
TOWN OF PARIS
16607 BURLINGTON RD
UNION GROVE, WI 53182-9407

Subject: ROUTE 142 LLC ANNEXATION

The proposed annexation submitted to our office on May 06, 2016, has been reviewed and found to be in the public interest. In determining whether an annexation is in the public interest, s. 66.0217 (6), Wis. Stats. requires the Department to examine "[t]he shape of the proposed annexation and the homogeneity of the territory with the annexing village or city and any other contiguous village or city...." so as unincorporated land transitions to city or village status, the resulting boundaries are rational and easy for jurisdictions and residents to follow. The subject petition is for territory that is reasonably shaped and contiguous to the **CITY OF KENOSHA**.

The Department reminds clerks of annexing municipalities of the requirements of s. 66.0217 (9)(a), Wis. Stats., which states:

"The clerk of a city or village which has annexed shall file immediately with the secretary of administration a certified copy of the ordinance, certificate and plat, and shall send one copy to each company that provides any utility service in the area that is annexed. The clerk shall record the ordinance with the register of deeds and file a signed copy of the ordinance with the clerk of any affected school district..."

State and federal aids based on population and equalized value may be significantly affected through failure to file with the Department of Administration. Please file a copy of your annexing ordinance, including a statement certifying the population of the annexed territory. **Please also include the MBR number with your ordinance as this assists with record keeping. Your MBR number is: 13944**

Mail these documents to:

Wisconsin Department of Administration
Municipal Boundary Review
PO Box 1645
Madison WI 53701-1645

Please call me at (608) 264-6102, should you have any questions concerning this annexation review.

Sincerely,

Erich Schmidtke, Municipal Boundary Review

cc: petitioner

TO: Mayor John M. Antaramian
Members of the Common Council

FROM: Jeffrey B. Labahn, Department of Community Development & Inspections

RE: **Ordinance by the Mayor - To Repeal and Recreate Subsection 16.02 A. "Definitions" and Subsection 16.17 "Exterior Premises" (of the Code of General Ordinances for the City of Kenosha)**

DATE: May 12, 2016

BACKGROUND/ANALYSIS:

Chapter 16, of the Code of General Ordinances, is the Property Maintenance Code for the City of Kenosha.

One of the recurring issues that our Property Maintenance Inspectors has encountered is the storage of vehicles, trailers and other recreational equipment or residentially zoned and/or used properties. The existing Ordinance does not stipulate where such vehicles and equipment can be located on residential properties.

The proposed Ordinance Amendment would prohibit the storage of vehicles and equipment within the front yard or street side-yard (except upon driveways) of residentially developed properties. Furthermore, the proposed Amendment would prohibit any vehicles or equipment to be located on any vacant, residentially zoned property.

RECOMMENDATION:

A recommendation is made to approve the Ordinance Amendment to repeal and recreate various subsections of the Property Maintenance code.

JBL:kas
Attachment

ORDINANCE NO. _____

SPONSOR: THE MAYOR

**TO REPEAL AND RECREATE SUBSECTION 16.02 A. "DEFINITIONS"
AND SUBSECTION 16.17 "EXTERIOR PREMISES" OF THE CODE OF-
GENERAL ORDINANCES FOR THE CITY OF KENOSHA**

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

Section One: Subsection 16.02 A. of the Code of General Ordinances for the City

of Kenosha, Wisconsin, is hereby repealed as follows:

16.02 DEFINITIONS

A. General.

- 1. Scope.** Unless otherwise expressly stated, the following terms shall, for the purposes of this Code, have the meanings stated in this Section.
- 2. Interchangeability.** Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural; and the plural includes the singular, except where the context indicates another interpretation.
- 3. Terms Defined Elsewhere.** Where terms are not defined in this Code ~~and~~ but are defined in other City General or Zoning Ordinances, federal or state Codes, or ASHRAE, and NFPA 70, or Chapter 340 of the Wisconsin Statutes such terms shall have the meanings ascribed to them therein in those Ordinances, Codes, or Statutes.
- 4. Terms Not Defined.** Where terms are not defined herein, or through the methods of interpretation authorized by this Section, such terms shall have ordinarily accepted meanings, such as the context indicates.
- 5. Parts.** Whenever the words "structure", "accessory structure", "dwelling unit", "dwelling", "premises", "building", "lodging house", or "lodging room", are stated in this Code, they shall be construed as though they were followed by the words "or any part thereof".
- 6. "Shall".** The word "shall" is mandatory and not discretionary.
- 7. "May".** The word "may" is permissive. The phrase "may not" is prohibitory.
- 8. Phrases.** The phrase "used for" shall include the phrases "arranged for", "designed for", "intended for", "maintained for", and "occupied for".
- ~~**9. Other Terms.** Terms defined in other sections of this Code shall have the meaning stated therein.~~

Section Two: Subsection 16.17 of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby repealed as follows:

16.17 EXTERIOR PREMISES

All exterior Premises, including the abutting rights-of-ways, lawn park areas, curbs and gutters, shall be maintained by the responsible person or tenant, where relevant, in accordance with this Section.

A. Clean, Sanitary and Reasonably Safe.

1. In a clean and sanitary condition, free from debris.
2. Free from rubbish and garbage which are not contained as provided under **Section 5.06** of the Code of General Ordinances, entitled "Waste Collection and Removal", and any successor Ordinance for purposes of storage and collection, provided storage is for no longer than necessary to accommodate collection, but not longer than seven (7) days.
3. Free from recyclable materials, as defined in **Section 5.119** of the Code of General Ordinances, which are not contained as provided in said **5.06** for purposes of collection and storage, provided storage is for no longer than necessary to accommodate collection, but not longer than fourteen (14) days.
4. Free from nuisance motor vehicles, nuisance boats, scrap metals, and all household furniture not designed for outdoor use.
5. In a condition so as not to become infested with rodents or a rodent harborage.
6. Free from used building materials.
7. Free from animal feces, which were present for more than twenty-four (24) hours.
8. Free from physical hazards.
9. Free from appliances, furnaces, water heaters, water softeners or building materials which are not integrated into a structure within five (5) days of being placed on Premises.
10. Free from any accumulation of combustible materials which are not used as an integral part of an authorized business carried out on the Premises.
11. Free of any raw materials, equipment parts, or bulk commodities, unless said items are a raw material used in a lawful business carried out on the Premises or a final manufactured product.
12. Free from motor vehicle, boat or aircraft parts and tires, (excluding tires used as sandboxes, swings, and playground equipment).

~~In the event that the Responsible Person fails to comply with an order of the Code Official to maintain the Exterior Premises in accordance with Sections 16.17 A.1. through 12. above, the Code Official may have the Premises cleaned and shall recover the cost of said cleaning and the disposal of all materials removed therefrom through a special assessment levied against the benefited Premises. A One Hundred (\$100.00) Dollar Administrative Fee shall be added to the special assessment against the benefited property.~~

B. Unpaved Lawn Park Areas. The unpaved public lawn park areas abutting private property between the curb and lot line shall be maintained by the abutting property owner in conformance with **Section 5.11** of the Code of General Ordinances.

C. Maintenance of Alleys and Vacated Alleys. All alleys and vacated alleys, abutting private property between the center of the alley and the lot line, shall be maintained by the abutting property owner in accordance with this Code.

D. Grading and Drainage. All Premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon. All courts, yards or other areas on the Premises shall be properly graded to divert water away from the structure. Adjacent ground surface shall be sloped away from the structure with a grading of at least one half (1/2") inch per foot for a minimum of five (5') feet where possible or by other means such as eaves, troughs and downspout extensions. Approved retention and detention basins, however, shall be permitted to hold water in accordance

with their approved design and capacity.

E. Sidewalks, Walkways, Stairs, Driveways and Parking Facilities. Private concrete sidewalks shall be maintained in accordance with the standards for public sidewalk maintenance. Walkways, stairs, driveways, and parking facility areas shall be maintained in good repair and reasonably safe. Existing concrete or bituminous paved walkways, driveways, and parking facilities shall be repaired or replaced as such. Parking facilities with more than five (5) parking spaces shall comply with the requirements of **Section 5.08** of the Code of General Ordinances. Public sidewalks shall be maintained in accordance with **Sections 5.11** and **5.116** of the Code of General Ordinances.

F. Weeds. All exterior Premises shall be kept free from weeds as defined in this Code. Where weed destruction is not performed by the responsible person, weeds shall be destroyed by the Code Official. Weeds which equal or exceed eight (8") inches in height shall be destroyed by cutting and mulching.

G. Landscaping. Landscaping, plantings and other decorative surface treatments, including species of grass common to Southeastern Wisconsin, shall be installed and maintained so as to present an attractive appearance in all court and yard areas in accordance with generally accepted landscaping practices in Southeastern Wisconsin. Unless granted a variance for a natural lawn from the Code Official, grass shall be maintained to a height not to exceed eight (8") inches. Plantings, including, but not limited to grasses, trees and shrubs shall be maintained so as not to present hazards to persons or vehicles traveling on public right-of-ways and shall be maintained so as to enhance the appearance and value of the property on which located, and thereby enhancing the appearance and value of abutting property, the neighborhood and the City.

Application for variance for a natural lawn, if desired, shall be made by the responsible person on a form promulgated by the Department. The application shall state with specificity the dimensions of the area sought for variance, along with a diagram showing the position of the area relative to sidewalks, driveways, streets, alleys, and other public right-of-ways. The application shall state the species, if ascertainable, and maximum height of the grasses. The application may be made without cost to the applicant. The application shall be granted or granted with reasonable conditions unless it is determined that the granting will conflict with the purpose and intent of this Code, in which event the application will be denied. The denial of an application or the reasonableness of conditions imposed may be appealed to the Board of Housing Appeals in accordance with the procedures of this Code.

In the event that the responsible person fails to comply with an order of a Code Official to cut grass or trim trees or shrubs, the Code Official shall have the grass cut to a height of three (3") inches and have the trees trimmed and shall recover the cost through special assessments charges levied against the benefited property. ~~A One Hundred (\$100.00) Dollar Administrative Fee for processing and administering the special assessment shall be added to the special assessment against the benefited property.~~

H. Firewood Storage. Firewood, for personal use only, may be kept on residentially zoned or used property. It shall be stored in straight, orderly piles which are raised a minimum of six (6") inches off the ground, which are not more than six (6') feet in height, which are not in the "front yard" as defined in the Zoning Ordinance, and which are no closer than four (4') feet to a dwelling.

I. Exterior Storage. Exterior storage is subject to all required reviews, approvals and permits under the Zoning Ordinance and Code of General Ordinances. Exterior storage in Business Zoning Districts shall be screened in accordance with Section 3.12 D. of the Zoning Ordinance. All required screening shall be maintained in good repair. Exterior storage is prohibited on residentially zoned or used property.

J. Rodent Harborage. All Premises shall be kept free from nondomesticated rodent harborage. Where nondomesticated rodents are found, they shall be promptly exterminated by a State approved process which will not be injurious to human health. After rodent extermination, proper precautions shall be taken to control rodent harborage and prevent reinfestation.

K. Exhaust Vents. Pipes, ducts, conductors, fans, blowers or other exhaust vents shall not

discharge gases, steam, vapor, hot air, grease, smoke odors or other gaseous or particulate wastes directly upon public or private property or that of another tenant on the same Premises.

L. Accessory Buildings/Structures. All accessory buildings and structures, including windows and doors which are a part thereof, shall be maintained structurally sound, in good repair, reasonably weathertight, watertight, and rodent proof. Responsible persons shall not permanently remove any door or window except to board up a door or window by removing existing trim, installing framing as necessary, and siding to match the existing siding.

M. Fences. All fences shall be maintained in good repair, be structurally sound and plumb. Fence surfaces shall be free of rust, corrosion, deterioration, decay, missing parts, and peeling, flaking and chipped paint. Wood surfaces other than decay-resistant wood must be protected from the elements and decay by painting or other protective covering or treatment. Fences shall not be of a type prohibited by Section 16.06 of the Zoning Ordinance for the City of Kenosha.

N. Motor Vehicles, Trailer and Equipment Parking and Storage. ~~Motor Vehicle Repair Work. Section 7.128 of the Code of General Ordinance regulating nuisance motor vehicles and motor vehicle repair work shall be complied with:~~

1. The Owner of the Premises is responsible for compliance with Sections 7.128 and 7.129 of the Code of General Ordinances regulating motor vehicles and regulating parking of prohibited motor vehicles.
2. The Owner of a Premises which is zoned and/or used for residential purposes, and which has a principal structure, may not allow parking or storage of motor vehicles, recreational vehicles, truck campers and/or caps, camping trailers or boats within the front yard and street side yard areas as defined by the City of Kenosha Zoning Ordinance, unless on driveway aprons.
3. The Owner of a Premises which is zoned for residential purposes, and which has no principal building erected, may not allow parking or storage of motor vehicles, recreational vehicles, truck campers and/or caps, camping trailers or boats, except for any vehicle that is being used in the lawful construction work being performed pursuant to all required and applicable licenses, permits and approvals.

O. Graffiti. In accordance with **Section 11.031** of the Code of General Ordinances, the owner of any building or accessory building shall be responsible for removing all graffiti therefrom within fifteen (15) days from the posting of the property. ~~In the event that the owner of any building or accessory structure does not remove the graffiti so ordered by the Code Official, the Code Official may have the graffiti removed and shall recover the cost of said graffiti removal through a special assessment levied against the benefited property. A One Hundred (\$100.00) Dollar Administrative Fee shall be added to the special assessment against the benefited property.~~

P. Special Charge. In the event that the Responsible Person or owner as required herein, fails to comply with an order of the Code Official to maintain the Exterior premises in accordance with Subsections 16.17A., C., F., G., J., M., N., or O., above, the Code Official may have the remedial measures taken and shall recover the cost of remediation and the disposal of all materials removed therefrom through a special charge levied against the benefited Premises. A One Hundred Dollar (\$100.00) Administrative Fee shall be added to the special charge against the benefited property.

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

ATTEST: _____ City Clerk/Treasurer
DEBRA L. SALAS

APPROVED: _____ Mayor Date: _____
JOHN M. ANTARAMIAN

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

SPONSOR: THE MAYOR

**TO REPEAL AND RECREATE SUBSECTION 16.02 A. "DEFINITIONS"
AND SUBSECTION 16.17 "EXTERIOR PREMISES" OF THE CODE OF
GENERAL ORDINANCES FOR THE CITY OF KENOSHA**

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

Section One: Subsection 16.02 A. of the Code of General Ordinances for the City

of Kenosha, Wisconsin, is hereby repealed as follows:

16.02 DEFINITIONS

A. General.

1. Scope. Unless otherwise expressly stated, the following terms shall, for the purposes of this Code, have the meanings stated in this Section.

2. Interchangeability. Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural; and the plural includes the singular, except where the context indicates another interpretation.

3. Terms Defined Elsewhere. Where terms are not defined in this Code but are defined in other City General or Zoning Ordinances, federal or state codes, ASHRAE, and NFPA 70, or Chapter 340 of the Wisconsin Statutes such terms shall have the meanings ascribed to them therein in those Ordinances, Codes, or Statutes.

4. Terms Not Defined. Where terms are not defined herein, or through the methods of interpretation authorized by this Section, such terms shall have ordinarily accepted meanings, such as the context indicates.

5. Parts. Whenever the words "structure", "accessory structure", "dwelling unit", "dwelling", "premises", "building", "lodging house", or "lodging room", are stated in this Code, they shall be construed as though they were followed by the words "or any part thereof".

6. "Shall". The word "shall" is mandatory and not discretionary.

7. "May". The word "may" is permissive. The phrase "may not" is prohibitory.

8. Phrases. The phrase "used for" shall include the phrases "arranged for", "designed for", "intended for", "maintained for", and "occupied for".

Section Two: Subsection 16.17 of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby repealed as follows:

16.17 EXTERIOR PREMISES

All exterior Premises, including the abutting rights-of-way, lawn park areas, curbs and gutters, shall be maintained by the responsible person or tenant, where relevant, in accordance with this Section.

A. Clean, Sanitary and Reasonably Safe.

1. In a clean and sanitary condition, free from debris.
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3. Free from recyclable materials, as defined in **Section 5.119** of the Code of General Ordinances, which are not contained as provided in said **5.06** for purposes of collection and storage, provided storage is for no longer than necessary to accommodate collection, but not longer than fourteen (14) days.
4. Free from nuisance motor vehicles, nuisance boats, scrap metals, and all household furniture not designed for outdoor use.
5. In a condition so as not to become infested with rodents or a rodent harborage.
6. Free from used building materials.
7. Free from animal feces, which were present for more than twenty-four (24) hours.
8. Free from physical hazards.
9. Free from appliances, furnaces, water heaters, water softeners or building materials which are not integrated into a structure within five (5) days of being placed on Premises.
10. Free from any accumulation of combustible materials which are not used as an integral part of an authorized business carried out on the Premises.
11. Free of any raw materials, equipment parts, or bulk commodities, unless said items are a raw material used in a lawful business carried out on the Premises or a final manufactured product.
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C. Maintenance of Alleys and Vacated Alleys. All alleys and vacated alleys, abutting private property between the center of the alley and the lot line, shall be maintained by the abutting property owner in accordance with this Code.

D. Grading and Drainage. All Premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon. All courts, yards or other areas on the Premises shall be properly graded to divert water away from the structure. Adjacent ground surface shall be sloped away from the structure with a grading of at least one half (1/2") inch per foot for a minimum of five (5') feet where possible or by other means such as eaves, troughs and downspout extensions. Approved retention and detention basins, however, shall be permitted to hold water in accordance with their approved design and capacity.

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F. Weeds. All exterior Premises shall be kept free from weeds as defined in this Code. Where weed destruction is not performed by the responsible person, weeds shall be destroyed by the Code Official. Weeds which equal or exceed eight (8") inches in height shall be destroyed by cutting and mulching.

G. Landscaping. Landscaping, plantings and other decorative surface treatments, including species of grass common to Southeastern Wisconsin, shall be installed and maintained so as to present an attractive appearance in all court and yard areas in accordance with generally accepted landscaping practices in Southeastern Wisconsin. Unless granted a variance for a natural lawn from the Code Official, grass shall be maintained to a height not to exceed eight (8") inches. Plantings, including, but not limited to grasses, trees and shrubs shall be maintained so as not to present hazards to persons or vehicles traveling on public right-of-ways and shall be maintained so as to enhance the appearance and value of the property on which located, and thereby enhancing the appearance and value of abutting property, the neighborhood and the City.

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In the event that the responsible person fails to comply with an order of a Code Official to cut grass or trim trees or shrubs, the Code Official shall have the grass cut to a height of three (3") inches and have the trees trimmed and shall recover the cost through special charges levied against the benefited property.

H. Firewood Storage. Firewood, for personal use only, may be kept on residentially zoned or used property. It shall be stored in straight, orderly piles which are raised a minimum of six (6") inches off the ground, which are not more than six (6') feet in height, which are not in the "front yard" as defined in the Zoning Ordinance, and which are no closer than four (4') feet to a dwelling.

I. Exterior Storage. Exterior storage is subject to all required reviews, approvals and permits under the Zoning Ordinance and Code of General Ordinances. Exterior storage in Business Zoning Districts shall be screened in accordance with Section 3.12 D. of the Zoning Ordinance. All required screening shall be maintained in good repair. Exterior storage is prohibited on residentially zoned or used property.

J. Rodent Harborage. All Premises shall be kept free from nondomesticated rodent harborage. Where nondomesticated rodents are found, they shall be promptly exterminated by a State approved process which will not be injurious to human health. After rodent extermination, proper precautions shall be taken to control rodent harborage and prevent reinfestation.

K. Exhaust Vents. Pipes, ducts, conductors, fans, blowers or other exhaust vents shall not discharge gases, steam, vapor, hot air, grease, smoke odors or other gaseous or particulate wastes directly upon public or private property or that of another tenant on the same Premises.

L. Accessory Buildings/Structures. All accessory buildings and structures, including windows and doors which are a part thereof, shall be maintained structurally sound, in good repair, reasonably weathertight, watertight, and rodent proof. Responsible persons shall not permanently remove any door or window except to board up a door or window by removing existing trim, installing framing as necessary, and siding to match the existing siding.

M. Fences. All fences shall be maintained in good repair, be structurally sound and plumb. Fence surfaces shall be free of rust, corrosion, deterioration, decay, missing parts, and peeling, flaking and chipped paint. Wood surfaces other than decay-resistant wood must be protected from the elements and

decay by painting or other protective covering or treatment. Fences shall not be of a type prohibited by Section 16.06 of the Zoning Ordinance for the City of Kenosha.

N. Vehicles, Trailer and Equipment Parking and Storage. .

1. The Owner of the Premises is responsible for compliance with Sections 7.128 and 7.129 of the Code of General Ordinances regulating motor vehicles and regulating parking of prohibited motor vehicles.

2. The Owner of a Premises which is zoned and/or used for residential purposes, and which has a principal structure, may not allow parking or storage of motor vehicles, recreational vehicles, truck campers and/or caps, camping trailers or boats within the front yard and street side yard areas as defined by the City of Kenosha Zoning Ordinance, unless on driveway aprons.

3. The Owner of a Premises which is zoned for residential purposes, and which has no principal building erected, may not allow parking or storage of motor vehicles, recreational vehicles, truck campers and/or caps, camping trailers or boats, except for any vehicle that is being used in the lawful construction work being performed pursuant to all required and applicable licenses, permits and approvals.

O. Graffiti. In accordance with **Section 11.031** of the Code of General Ordinances, the owner of any building or accessory building shall be responsible for removing all graffiti therefrom within fifteen (15) days from the posting of the property.

P. Special Charge. In the event that the Responsible Person or owner as required herein, fails to comply with an order of the Code Official to maintain the Exterior premises in accordance with Subsections 16.17A., C., F., G., J., M., N., or O., above, the Code Official may have the remedial measures taken and shall recover the cost of remediation and the disposal of all materials removed therefrom through a special charge levied against the benefited Premises. A One Hundred Dollar (\$100.00) Administrative Fee shall be added to the special charge against the benefited property.

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

ATTEST: _____ City Clerk/Treasurer
DEBRA L. SALAS

APPROVED: _____ Mayor Date: _____
JOHN M. ANTARAMIAN

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

RESOLUTION NO. _____

By: Committee on Finance

Transfer of Funds Totaling \$20,000 from the 2016 Contingency Budget to
2016 Claims Budget

WHEREAS, sonar testing of the velodrome voids is required to determine
necessary remedial action;

NOW THEREFORE BE IT RESOLVED, by the Common Council of the
City of Kenosha, Wisconsin, that there be transferred:

FROM:	Contingency 110-09-56701-901	\$20,000.
TO:	Claims & Settlements Velodrome 110-09-56506-413	\$20,000

Adopted this _____ day of _____, 2016.

APPROVED _____
John M. Antaramian

ATTEST: _____
Debbie Salas

(RES16/trns.contingencytoveledrome.6.1.16)

RESOLUTION NO. _____

BY: THE MAYOR

**TO AUTHORIZE THE CITY OF KENOSHA, WISCONSIN,
TO ENTER INTO THE PROPOSED MUTUAL AID BOX
ALARM SYSTEM (“MABAS”) AGREEMENT TO PROVIDE
COORDINATION OF FIRE PROTECTION AND
EMERGENCY MEDICAL SERVICES**

WHEREAS, Section 66.0301, Wisconsin Statutes, authorizes cities, villages, towns and counties to contract with other municipalities, including with municipalities located in another state, for the receipt or furnishing of services, such as fire protection and emergency medical services; and,

WHEREAS, effective April 19, 2006, Wis. Stat. §166.03(2)(a)3., was amended to provide that the standards for fire, rescue, and emergency medical services shall include the adoption of the intergovernmental cooperation Mutual Aid Box Alarm System (MABAS) as a mechanism that may be used for deploying personnel and equipment in a multi-jurisdictional or multi-agency emergency response throughout Wisconsin and neighboring states; and

WHEREAS, Wisconsin Administrative Code Chapter WEM 8 was created by the Adjutant General in June of 2013, pursuant to Wis. Stat. §323.13(1)(d) to further provide standards for maintenance of a MABAS; and

WHEREAS, a proposed agreement has been drafted to provide a MABAS for municipalities providing for fire protection and emergency medical services in 60 Wisconsin Counties, including the counties of Kenosha and Walworth, and Illinois Counties, including Lake, McHenry, Boone, Winnebago and Cook Counties (a copy of the MABAS Agreement is attached hereto as Exhibit A and is incorporated herein); and,

WHEREAS, under Section 66.0303(3), Wisconsin Statutes, the Attorney General of the State of Wisconsin must approve any agreement between a Wisconsin municipality and a municipality of another state, and the MABAS Agreement was approved by the Attorney General of the State of Wisconsin on December 22, 2000; and,

WHEREAS, it is in the best interest of the City of Kenosha, Wisconsin, to enter into the proposed MABAS Agreement to provide for the coordination of fire protection and emergency medical services in the event of a large scale emergency, natural disaster, or manmade catastrophe.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that the Mutual Aid Box Alarm System Agreement, the copy of which is attached hereto, is hereby approved, and that Mayor and City Clerk/Treasurer be authorized to execute the same on behalf of the City of Kenosha, Wisconsin.

BE IT FURTHER RESOLVED that the City Clerk shall provide certifications required of the City by this Agreement as necessary.

Adopted this _____ day of _____, 2016.

ATTEST: _____ City Clerk/Treasurer
DEBRA L. SALAS

APPROVED: _____ Mayor Date: _____
JOHN M. ANTARAMIAN

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

EXHIBIT A

**MUTUAL AID BOX ALARM SYSTEM
AGREEMENT**

This Agreement made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter "Unit(s)") that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

WHEREAS, the parties hereto have determined because of geographical considerations it is important for Illinois units and Wisconsin units to coordinate mutual aid through the Mutual Aid Box Alarm System for the effective and efficient provision of Mutual aid; and

WHEREAS, it is recognized and acknowledged that emergencies, natural disasters, and man-made catastrophes do not conform to designated territorial limits and state boundaries; and

WHEREAS, the Wisconsin Statute 66.0301(2) authorizes any municipality to contract with other municipalities for the receipt or furnishing of services, such as fire protection and emergency medical services. Such a contract may be with municipalities of another state. (Wis.Stats. 66.0303(3)(b).)

WHEREAS, the State of Illinois has provided similar provisions under the "Intergovernmental Cooperation Act" of 5 ILCS 220/1 et seq.

WHEREAS, Wisconsin Statutes § 66.03125 authorizes fire departments to engage in mutual assistance within a requesting fire department's jurisdiction; and

WHEREAS, 2005 Wis. Act 257 amended § 166.03(2)(a)3 of the Wisconsin Statutes relating to standards for local emergency management programs and as further codified under § 323.13(1)(d), Wis. Stats.; and

WHEREAS, pursuant thereto the Adjutant General of the Department of Military Affairs of the State of Wisconsin is authorized to furnish guidance, develop and promulgate standards for emergency management programs; and

WHEREAS, pursuant thereto the standards for fire, rescue and emergency medical services shall include the adoption of the intergovernmental cooperation Mutual Aid Box Alarm System (MABAS) as a mechanism that may be used for deploying personnel and equipment in a multi-jurisdictional or multi-agency emergency response; and

WHEREAS, pursuant to such authority, Wis. Admin. Code. Chapter WEM 8 was promulgated in order to establish standards for the adoption of MABAS by local governments as a mechanism to be used for mutual aid for fire rescue and emergency medical services; and

WHEREAS, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, firefighting and the protection of life and property from an emergency or disaster; and,

WHEREAS, the parties hereto have determined that it is in their best interests to associate to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster;.

NOW, THEREFORE, in consideration of the foregoing recitals, the Unit's membership in the Mutual Aid Box Alarm System (hereinafter 'MABAS') and the covenants contained herein,

THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION ONE

Purpose

It is recognized and acknowledged that in certain situations, such as, but not limited to, emergencies, natural disasters and man-made catastrophes, the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. It is further expressly acknowledged that in certain situations, such as the aforementioned, the use of other Member Unit's personnel and equipment to perform functions within the territorial limits of a Member Unit is desirable and necessary to preserve and protect

the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the Mutual Aid Box Alarm System is desirable for the effective and efficient provision of mutual aid.

SECTION TWO

Definitions

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

- A. "Mutual Aid Box Alarm System" (hereinafter referred to as "MABAS"): A definite and prearranged plan whereby response and assistance is provided to a Stricken Unit by the Aiding Unit(s) in accordance with the system established and maintained by the MABAS Member Units and amended from time to time;
- B. "Member Unit": A unit of local government including but not limited to a county, city, village, town, tribe or band, emergency medical services district, or fire protection district having a fire department recognized by the State of Illinois, or the State of Wisconsin, or an intergovernmental agency and the units of which the intergovernmental agency is comprised which is a party to the MABAS Agreement and has been appropriately authorized by the governing body to enter into such agreement, and to comply with the rules and regulations of MABAS;
- C. "Stricken Unit": A Member Unit or a non-participating local governmental unit which requests aid in the event of an emergency;
- D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to a Stricken Unit;
- E. "Emergency": An occurrence or condition in a Stricken Unit's territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be

adequately handled by the Stricken Unit, so that it determines the necessity and advisability of requesting aid.

- F. "Division": The geographically associated Member Units or Unit which have been grouped for operational efficiency and representation of those Member Units.
- G. "Training": The regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of MABAS.
- H. "Executive Board": The statewide oversight board of MABAS which is comprised of Division representatives.
- I. "MABAS or 'Mutual Aid Box Alarm System' region" means the WEM regional areas as identified by the Adjutant General under ss. 323.13(2)(a), Stats.
- J. "Chief Officer" means the highest ranking officer within a fire, rescue or emergency medical services unit.
- K. "Incident command system" has the meaning specified in s. 323.02(9), Stats. and follows the guidelines of the National Incident Management System, also known as NIMS.

SECTION THREE

Authority and Action to Effect Mutual Aid

- A. The Member Units hereby authorize and direct their respective Chief Officer or his designee to take necessary and proper action to render and/or request mutual aid from the other Member Units in accordance with the policies and procedures established and maintained by the MABAS Member Units. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Aiding Unit. The judgment of the Chief Officer, or his designee, of the Aiding Unit shall be final as to the personnel and equipment available to render aid.

- B. Whenever an emergency occurs and conditions are such that the Chief Officer, Incident Commander or his designee, of the Stricken Unit determines it advisable to request aid pursuant to this Agreement he shall notify the Aiding Unit of the nature and location of the emergency and the type and amount of equipment and personnel and/or services requested from the Aiding Unit.
- C. The Chief Officer, or his designee, of the Aiding Unit shall take the following action immediately upon being requested for aid:
1. Determine what equipment, personnel and/or services is requested according to the system maintained by MABAS.
 2. Determine if the requested equipment, personnel, and/or services can be committed in response to the request from the Stricken Unit;
 3. Dispatch immediately the requested equipment, personnel and/or services, to the extent available, to the location of the emergency reported by the Stricken Unit in accordance with the procedures of MABAS;
 4. Notify the Stricken Unit if any or all of the requested equipment, personnel and/or services cannot be provided.

SECTION FOUR

Jurisdiction Over Personnel and Equipment

Personnel dispatched to aid a party pursuant to this Agreement shall remain employees of the Aiding Unit. Personnel of the Aiding Unit shall report for direction and assignment at the scene of the emergency to the Fire Chief or Incident Commander of the Stricken Unit. The Aiding Unit shall at all times have the right to withdraw any and all aid upon the order of its Chief Officer or his designee; provided, however, that the Aiding Unit withdrawing such aid shall notify the Incident Commander or his/her designee of the Stricken Unit of the withdrawal of such aid and the extent of such withdrawal.

SECTION FIVE

Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement shall be at no charge to the Stricken Unit; however, any expenses recoverable from third parties and responsible parties shall be equitably distributed among Aiding Units. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing state and federal laws.

SECTION SIX

Insurance

Each part hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage, including: comprehensive liability, personal injury, property damage, worker's compensation, and, if applicable, emergency medical service professional liability, with minimum limits of \$1,000,000 auto and \$1,000,000 combined single limit general liability and professional liability. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. The obligations of the Section may be satisfied by a party's membership in a self-insurance pool, a self-insurance plan or arrangement with an insurance provider approved by the state of jurisdiction. The MABAS may require that copies or other evidence of compliance with the provisions of this Section be provided to the MABAS. Upon request, Member Units shall provide such evidence as herein provided to the MABAS members.

SECTION SEVEN

Indemnification Liability and Waiver of Claims

Each party hereto agrees to waive all claims against all other parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this

Agreement; provided, however, that such claim is not a result of a malicious act by a party or its personnel, or done by them with an intentional disregard of the safety, health, life or property of another. The Stricken Unit hereby expressly agrees to hold harmless, indemnify and defend the Aiding Unit and its personnel from any and all claims, demands, liability, losses, including attorney fees and costs, suits in law or in equity which are made by a third party that may arise from providing aid pursuant to this Agreement.

All employee benefits, wage and disability payments, pensions and worker's compensation claims, shall be the sole and exclusive responsibility of each party for its own employees provided, however, that such claim is not a result of a malicious act by a party or its personnel, or done by them with an intentional disregard of the safety, health, life or property of another.

SECTION EIGHT

Non-Liability for Failure to Render Aid

The rendering of assistance under the terms of this Agreement shall not be mandatory and the Aiding Unit may refuse if local conditions of the Aiding Unit prohibit response. It is the responsibility of the Aiding Unit to immediately notify the Stricken Unit of the Aiding Unit's inability to respond, however, failure to immediately notify the Stricken Unit of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION NINE

Term

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the Board of their Division and to the Executive Board specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail or certified mail. In Wisconsin, a copy of such notice shall also be deposited with the Fire Service Coordinator (FSC), Wisconsin Emergency Management, 2400 Wright Street, Room 213, P.O. Box 7865, Madison, WI 53700-7865, telephone (608) 220-6049.

SECTION TEN

Effectiveness

This Agreement shall be in full force and effective upon approval by the parties hereto in the manner provided by law and upon proper execution hereof. In Wisconsin, a copy of such agreement shall be deposited with the Fire Services Coordinator (FSC), Wisconsin Emergency Management, 2400 Wright Street, Room 213, P.O. Box 7865, Madison, WI 53700-7865, telephone (608) 220-6049.

SECTION ELEVEN

Binding Effect

This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto.

SECTION TWELVE

Validity

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

SECTION THIRTEEN

Notices

All notices hereunder shall be in writing and shall be served personally, by registered mail or certified mail to the parties at such addresses as may be designated from time to time on the MABAS mailing lists or, to other such addresses as shall be agreed upon.

SECTION FOURTEEN

Governing Law

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Wisconsin.

SECTION FIFTEEN

Execution in Counterparts

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

SECTION SIXTEEN

Executive Board of MABAS

An Executive Board is hereby established to consider, adopt and amend from time to time as needed rules, procedures, by-laws and any other matters deemed necessary by the Member Units. The Executive Board shall consist of a member elected from each Division within MABAS who shall serve as the voting representative of said Division on MABAS

matters, and may appoint a designee to serve temporarily in his stead. Such designee shall be from within the respective division and shall have all rights and privileges attendant to a representative of that Member Unit. In Wisconsin, the Executive Board shall be constituted as set forth in the Wisconsin State Administrative Code Chapter referenced above.

A President and Vice President shall be elected from the representatives of the Member Units and shall serve without compensation. The President and such other officers as are provided for in the by laws shall coordinate the activities of the MABAS.

SECTION SEVENTEEN

Duties of the Executive Board

The Executive Board shall meet regularly to conduct business and to consider and publish the rules, procedures and by laws of the MABAS, which shall govern the Executive Board meetings and such other relevant matters as the Executive Board shall deem necessary.

SECTION EIGHTEEN

Rules and Procedure

Rules, procedures and by laws of the MABAS shall be established by the Member Units via the Executive Board as deemed necessary from time to time for the purpose of administrative functions, the exchange of information and the common welfare of the MABAS. In Wisconsin, Member Units shall also comply with all requirements of WEM 8 currently in effect and as amended from time to time. In Wisconsin, MABAS policies and general operating procedures shall be available on request without charge from the Fire Services Coordinator (FSC), Wisconsin Emergency Management, 2400 Wright Street, Room 213, P.O. Box 7865, Madison, WI 53700-7865, telephone (608) 220-6049. MABAS policies and procedures may also be accessed from the Wisconsin Emergency Management webpage at <http://emergencymanagement.wi.gov>.

SECTION NINETEEN

Amendments

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures and by laws of the MABAS as established by the Executive Board to this Agreement. The undersigned unit of local government or public agency hereby has adopted, and subscribes to and approves this MUTUAL AID BOX ALARM SYSTEM Agreement to which this signature page will be attached, and agrees to be a party thereto and be bound by the terms thereof.

This Signatory certifies that this Mutual Aid Box Alarm System Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

Political Entry

President or Mayor, or Chairman

Date

ATTEST:

Title

Date

(Note: Signature page may be modified to meet each individual jurisdiction's official signature(s) requirements.)

ADDENDUM A TO MUTUAL AID BOX ALARM SYSTEM AGREEMENT

Non-Discrimination

In the performance of the services under this Agreement each party agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status. Each party further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, or national origin.

Thursday, May 19, 2016 at 5:00 pm
Municipal Building
625 52nd Street - Room 202 - Kenosha, WI 53140

Resolution by the Mayor - To Amend the Official Map for the City of Kenosha, Wisconsin to include the Annexation of Parcel Numbers #45-4-221-252-0320 and #45-4-221-252-0325 in the Town of Paris, Kenosha County, Wisconsin. (Route 142, LLC/#4) (District 16) PUBLIC HEARING

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Aldersperson Downing, District 16, has been notified. The Common Council is the final review authority.

LOCATION AND ANALYSIS:

Site: North of County Trunk Highway N and West of 128th Avenue

1. The Class II Notice has been published.
2. The Resolution is to Amend the City's Official Map to include the annexation of two (2) parcels. The property will be future right-of-way for 128th Avenue.

RECOMMENDATION:

A recommendation is made to approve the Resolution to Amend the Official Map.



Rich Schroeder, Deputy Director



Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/ICPC/2016/MAY 19/Staff-res-offmap-Route142LLC#4.doc

RESOLUTION NO. _____

BY: THE MAYOR

TO AMEND THE OFFICIAL MAP FOR THE CITY OF KENOSHA,
WISCONSIN, TO INCLUDE THE ANNEXATION OF:

Parcel Numbers: 45-4-221-252-0320
 45-4-221-252-0325

IN THE TOWN OF PARIS, KENOSHA COUNTY, WISCONSIN

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

WHEREAS, it was in the best interest for the public health, safety, and welfare of the City of Kenosha/Town of Paris to annex territory known as Parcel Numbers 45-4-221-252-0320 and 45-4-221-252-0325 in the Town of Paris, Kenosha County, Wisconsin, to the City of Kenosha, Wisconsin; and,

WHEREAS, on June 6, 2016, the Common Council for the City of Kenosha, Wisconsin, approved an Annexation Ordinance under Section 66.0217, Wisconsin Statutes, for Parcel Numbers 45-4-221-252-0320 and 45-4-221-252-0325 in the Town of Paris, Kenosha County, Wisconsin, to be annexed to the City of Kenosha, Wisconsin; and,

WHEREAS, Parcel Numbers 45-4-221-252-0320 and 45-4-221-252-0325 annexed to the City of Kenosha, Wisconsin pursuant to the Annexation Ordinance approved by the Common Council for the City of Kenosha, Wisconsin on June 6, 2016 are within the following Districts:

91st Ward of the 16th District of the City of Kenosha
21st State Senate District
61st State Assembly District
19th County Board District
Paris Consolidated School District Jt. 1
Central/Westosha High School District

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that pursuant to the authority of Section 62.23(6)(c), Wisconsin Statutes, the Official Map of the City of Kenosha, Wisconsin, be and hereby is amended to include the designation of the annexed territory formerly of the Town of Paris, Kenosha County, Wisconsin, known as Parcel Numbers 45-4-221-252-0320 and 45-4-221-252-0325 as described in the Annexation Ordinance, which is incorporated herein by reference.

BE IT FURTHER RESOLVED, that Parcel Numbers 45-4-221-252-0320 and 45-4-221-252-0325 annexed to the City of Kenosha pursuant to the Annexation Ordinance approved by the Common Council for the City of Kenosha, Wisconsin on June 6, 2016 be made a part of the 91st Ward of the 16th District of the City of Kenosha, subject to the Ordinances, rules and regulations of the City governing Wards and Districts.

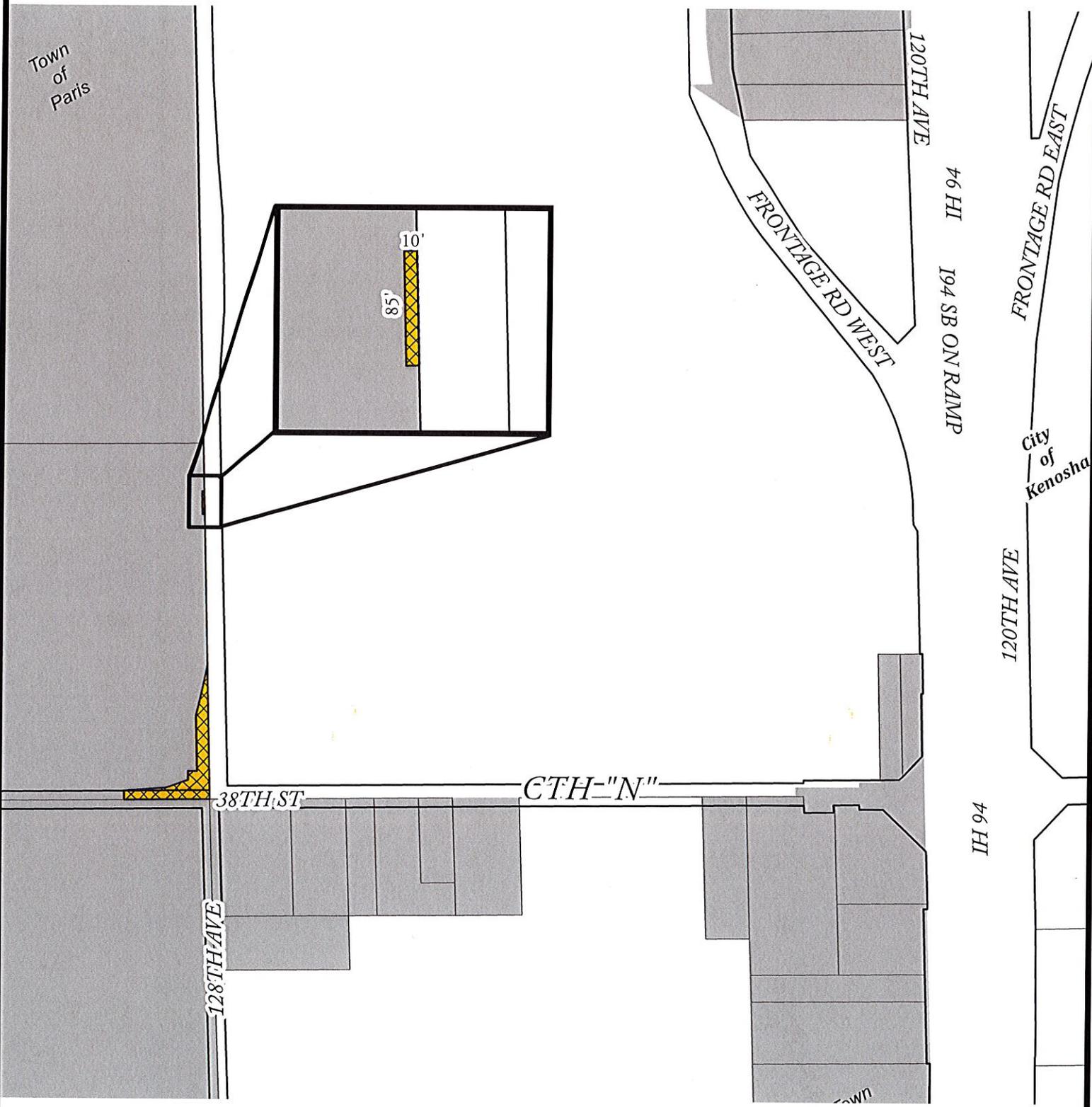
Adopted this _____ day of June, 2016.

ATTEST: _____ City Clerk/Treasurer
DEBRA L. SALAS

APPROVED: _____ Mayor Date: _____
JOHN M. ANTARAMIAN

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney

Official Map Amendment Route 142, LLC Annexation



 Properties to be Annexed as Right-of-Way





CITY PLAN COMMISSION
Staff Report - Item 12

Thursday, May 19, 2016 at 5:00 pm
Municipal Building
625 52nd Street - Room 202 - Kenosha, WI 53140

Resolution By The Mayor - To Amend The Official Map For The City Of Kenosha, Wisconsin, To Remove The Paris Parkway (A Segment Of The Former West Frontage Road For Interstate Highway 94 Between County Trunk Highway N And State Highway 142) As A Designated Street, Pursuant To Section 62.23(6)(C), Wisconsin Statutes. (Paris Parkway) (District 16) PUBLIC HEARING

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Aldersperson Downing, District 16, has been notified. The Common Council is the final review authority.

LOCATION AND ANALYSIS:

Site: Paris Parkway which is a segment of the former West Frontage Road for Interstate Highway 94 between County Trunk Highway N and State Highway 142

1. The Class II Notice has been published.
2. The Resolution is to remove the segment of road from the City's Official Map as the pavement is being removed at the request of the State Department of Transportation as part of the Uline Development.

RECOMMENDATION:

A recommendation is made to approve the Resolution to Amend the Official Map.

Rich Schroeder, Deputy Director

Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2016/MAY19/Staff-res-offmap-ParisParkway.doc

RESOLUTION NO. ___-16

BY: THE MAYOR

TO AMEND THE OFFICIAL MAP FOR THE CITY OF KENOSHA, WISCONSIN, TO REMOVE THE PARIS PARKWAY (A SEGMENT OF THE FORMER WEST FRONTAGE ROAD FOR INTERSTATE HIGHWAY 94 BETWEEN COUNTY TRUNK HIGHWAY N AND STATE HIGHWAY 142) AS A DESIGNATED STREET, PURSUANT TO SECTION 62.23(6)(c), WISCONSIN STATUTES

WHEREAS, the Wisconsin Department of Transportation maintains Interstate Highway 94 that travels through the City, and as a part of the Interstate, maintains frontage roads on the east and west sides of the Interstate Highway as a part of the interstate highway system; and

WHEREAS, the state owns in fee simple, the land comprising the roadbed for the Interstate Highway 94, including its frontage roads on the east and west sides of the Interstate Highway 94; and

WHEREAS, prior to April 2009, the State of Wisconsin of Wisconsin maintained as part of the West Frontage Road along Interstate Highway 94, a paved segment of which was within the Interstate right of way, running north/south adjacent to the Interstate Highway roadbed from County Trunk Highway "N" to Wisconsin Highway 142 (this segment is the "Old Frontage Road"); and

WHEREAS, as a part of a redesign of the Interstate, in 2009, a new roadbed was acquired and new pavement installed between County Trunk Highway "N" to Wisconsin Highway 142, creating a new West Frontage Road further west from the Interstate Highway (the "New Frontage Road"); and

WHEREAS, with the creation of the New Frontage Road, the Old Frontage Road was unnecessary for the operation of the Interstate Highway; and

WHEREAS, subsequent to the creation of the New Frontage Road, a southern portion of the Old Frontage Road was renamed as the Paris Parkway by the Wisconsin Department of Transportation, said Paris Parkway being depicted on Exhibit A, which is attached hereto and incorporated by reference; and

WHEREAS, by Jurisdictional Transfer Agreement #287 Between Wisconsin Department of Transportation and Town of Paris, last executed on November 16, 2009, the State transferred to the Town "improvement, operational and maintenance of the Paris Parkway"; and

WHEREAS, by Jurisdictional Transfer Agreement #287 Between Wisconsin Department of Transportation and Town of Paris did not divest the State of fee simple ownership of the roadbed for the Paris Parkway; and

WHEREAS, Section 62.23(6)(c), Wisconsin Statutes, provides for the establishment of an Official Map for the purpose of conserving and promoting the public health, safety, convenience, and general welfare; and,

WHEREAS, with the annexation of property from the Town of Paris into the City by Ordinance 27-14, a portion of the Paris Parkway entered into the jurisdiction of the City, despite apparently remaining under the maintenance obligations imposed on the Town by action of the Jurisdictional Transfer Agreement #287 Between Wisconsin Department of Transportation and Town of Paris; and

WHEREAS, the City of Kenosha, Wisconsin, amended its Official Map to include the Paris Parkway, in the same manner it would for roadbeds of other jurisdictions, including those maintained by the federal government, the state government, and the County government; and

WHEREAS, the Wisconsin Department of Transportation has indicated to City Administration that the Department has an interest in selling to a third party portions of its land comprising the Paris Parkway, more particularly identified as: beginning at a point of northeasterly turning of Paris Parkway at its intersection with the Old Frontage Road, thence generally northerly a distance of approximately 1,240 feet; located in Section 24, of Township 2 North, Range 21 East, Kenosha County, Wisconsin; and

WHEREAS, the Common Council, prior to approving this Resolution will have complied with the provisions of Wis. Stat. § 62.23(6)(c).

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that pursuant to the authority of Section 62.23(6) of the Wisconsin Statutes, the Official Map for the City of Kenosha, Wisconsin, be and hereby is amended by eliminating the public road known as the Paris Parkway, which road is depicted on attached Exhibit A, and more particularly identified as: beginning at a point of northeasterly turning of Paris Parkway at its intersection with the Old Frontage Road, thence generally northerly a distance of approximately 1,240 feet; located in Section 24, of Township 2 North, Range 21 East, Kenosha County, Wisconsin.

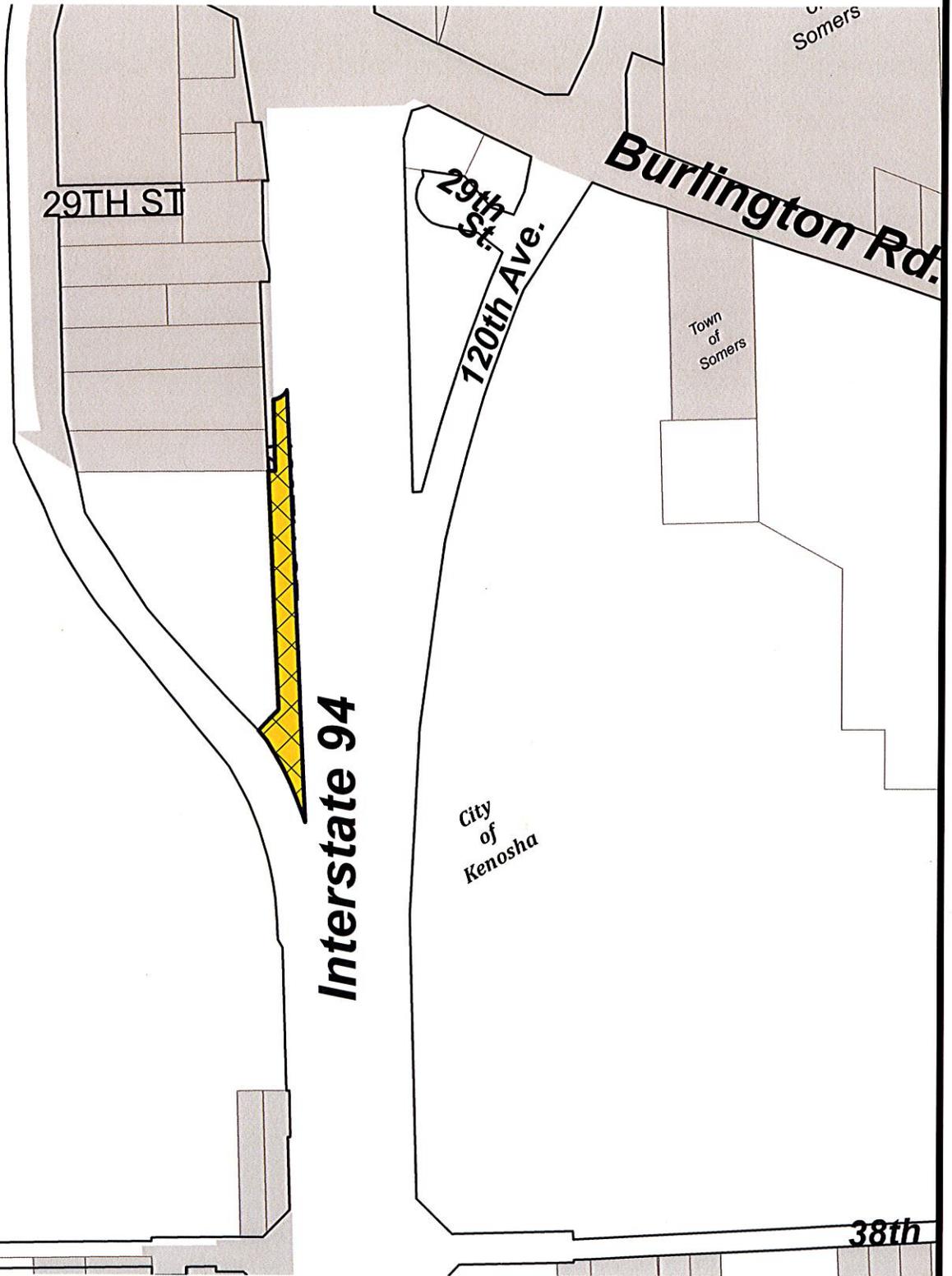
Adopted this ___ day of _____, 2016.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Date:

Official Map Amendment
Exhibit "A"



To be Removed from Official Map



0 500
June 6, 2016 Pg. 20
Feet



JOHN M. ANTARAMIAN
Mayor

May 31, 2016

The Honorable Common Council
CITY OF KENOSHA
Kenosha WI 53140

Dear Gentlemen:

I hereby appoint Alderman G. John Ruffolo, 3508-13th Place, Kenosha, to the Airport Commission for a term to expire May 1, 2022. Alderman Ruffolo filed his Statement of Economic Interest on May 9, 2016.

I am confident that Alderman Ruffolo will be a conscientious and hardworking member of the Airport Commission.

Sincerely,
CITY OF KENOSHA

John M. Antaramian
Mayor

JMA:pml



JOHN M. ANTARAMIAN
Mayor

May 31, 2016

The Honorable Common Council
CITY OF KENOSHA
Kenosha WI 53140

Dear Gentlemen:

I hereby appoint Charles W. Bradley, 8306-23rd Avenue, Kenosha, to the Museum Board, for a term to expire May 1, 2019. Mr. Bradley filed his Statement of Economic Interest on May 11, 2016.

Mr. Bradley was a teacher and track and cross-country coach at Tremper High School since 1967, and retired from teaching in 2006 after a long and distinguished career. He served as a City of Kenosha alderperson for the 13th District from 1988 to 2006, and on the City's Police and Fire Commission from 2009 through 2015.

I am confident that Mr. Bradley will be a conscientious and hardworking member of the Museum Board of Trustees.

Sincerely,
CITY OF KENOSHA

John M. Antaramian
Mayor

JMA:pml



JOHN M. ANTARAMIAN
Mayor

May 31, 2016

The Honorable Common Council
CITY OF KENOSHA
Kenosha WI 53140

Dear Gentlemen:

I hereby appoint Michael M. Remson, 201B-55th Street, Kenosha, to the Transit Commission, for a term to expire June 7, 2019. Rabbi Remson filed his Statement of Economic Interest on May 16, 2016.

Michael Remson is a retired rabbi. He earned his Bachelor's Degree from Canisius College in Buffalo, NY and his rabbinic ordination as well as degrees in Hebrew Literature from Hebrew Union College-Jewish Institute of Religion in New York City. He also studied at the Hebrew University in Jerusalem, Israel and has two honorary doctorates.

He was Rabbi of Beth Hillel Temple in Kenosha from 1973 through 1983, and then completed 18 years of service with Congregation Beth Shalom in Naperville, IL. Rabbi Remson is now on the faculty of the Interim Ministry Network and teaches experienced clergy of various faiths leadership skills. He has worked as a congregational consultant, and is a board member and past president of CUSH (Congregations United to Serve Humanity).

I am confident that Rabbi Remson will be a conscientious and hardworking member of the Transit Commission.

Sincerely,
CITY OF KENOSHA

John M. Antaramian
Mayor

JMA:pml



JOHN M. ANTARAMIAN
Mayor

May 11, 2016

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Gentlemen:

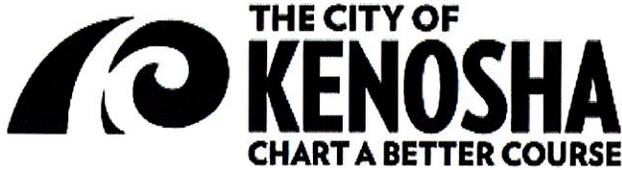
I hereby reappoint of Alderman Dave Paff, 1606-35th Place, Kenosha, to the HOME Program Commission and Community Development Block Grant Committee, for a term to expire May 1, 2018. Alderman Paff filed his Statement of Economic Interest on May 4, 2016.

I am confident Alderman Paff will continue to be a conscientious and hardworking member of the HOME Program Commission and the CDBG Committee.

Sincerely,
CITY OF KENOSHA

John M. Antaramian
Mayor

JMA:pml



Thursday, May 19, 2016 at 5:00 pm
Municipal Building
625 52nd Street - Room 202 - Kenosha, WI 53140

Quit Claim Deed from Route 142, LLC to the City of Kenosha regarding 0.795 acres for 128th Avenue Right-of-Way North of CTH N. (District 16) PUBLIC HEARING

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Alderson Downing, District 16, has been notified. This item will also be reviewed by Public Works Committee before final approval by the Common Council.

LOCATION AND ANALYSIS:

Site: 128th Avenue North of CTH N

1. The Quit Claim Deed dedicates two (2) parcels for additional right-of-way of 128th Avenue to the City of Kenosha.
2. The property is currently owned by Route 142, LLC.
3. The right-of-way dedication is required as a Condition in the Development Agreement between the City, Kenosha Water Utility, Bridge Kenosha, LLC and Route 142, LLC and allows for the extension of 128th Avenue from STH 142 to CTH N.

RECOMMENDATION:

A recommendation is made to accept the Quit Claim Deed.

Rich Schroeder, Deputy Director

Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2016/MAY19-ADDENDUM/Staff-ADD-QCD-Route142LLC#4.doc

QUIT CLAIM DEED

Document Number

Document Name

THIS DEED, made by Route 142, LLC, a Delaware limited liability company ("Grantor") to The City of Kenosha, a Wisconsin municipal corporation ("Grantee").

For good and valuable consideration received, the sufficiency of which is hereby acknowledged, Grantor voluntarily quit claims and dedicates to Grantee for the benefit of the public, for rights of way and street purposes, the following described real estate, in Kenosha County, State of Wisconsin:

See attached Legal Descriptions.

The undersigned hereby certifies that the land as herein described has been dedicated as described and shown.

This conveyance is not subject to a transfer return or transfer fee pursuant to Wisconsin Statutes Sections 77.25(2r) and 77.255.

Dated MAY 17, 2016.

By: Route 142, LLC [Signature] (SEAL)

* By: Brad Folkert [Signature] (SEAL)

* [Signature]

ACKNOWLEDGMENT

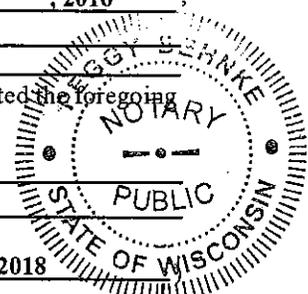
STATE OF WISCONSIN)
) ss.
Kenosha COUNTY)

Personally came before me on May 17, 2016 the above-named Brad Folkert

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

[Signature]
* Peggy Behnke

Notary Public, State of Wisconsin
My Commission (is permanent) (expires: 2-4-2018)



THIS INSTRUMENT DRAFTED BY:
Attorney Michael A. Baird, SBN 1055088
12575 Uline Drive, Pleasant Prairie WI 53158

Recording Area

Name and Return Address
City Attorney
City of Kenosha
625 52nd Street, Rm 201
Kenosha, WI 53140

45-4-221-252-0320; 45-4-221-252-0325

Parcel Identification Number (PIN)

This is not homestead property.
(is) (is not)

LEGAL DESCRIPTION:

Parcel #45-4-221-252-0325

Being a part of the Southeast 1/4 of the Northwest 1/4 of Section 25, Township 2 North, Range 21 East, City of Kenosha, Kenosha County, Wisconsin, more particularly described as follows:

Commencing at the southeast corner of the Northwest 1/4 of said Section 25; thence North 01°33'48" West along the east line of said Northwest 1/4, 1058.77 feet to the point of beginning;

Thence South 88°26'12" West, 10.00 feet; thence North 01°33'48" West, 85.00 feet; thence North 88°26'12" East, 10.00 feet to the aforesaid east line of said Northwest 1/4; thence South 01°33'48" East along said east line, 85.00 feet to the point of beginning.

AND

Parcel #45-4-221-252-0320

Being a part of the Southeast 1/4 of the Northwest 1/4 of Section 25, Township 2 North, Range 21 East, City of Kenosha, Kenosha County, Wisconsin, more particularly described as follows:

Beginning at the southeast corner of the Northwest 1/4 of said Section 25; thence South 89°20'04" West along the south line of said Northwest 1/4, 323.27 feet; thence North 00°39'56" West, 33.00 feet to the north right of way line of 38th Street - County Trunk Highway "N"; thence North 85°37'46" East, 154.97 feet; thence North 71°46'16" East, 92.02 feet; thence North 01°27'29" West, 33.50 feet; thence North 88°50'32" East, 30.72 feet; thence North 01°22'31" West, 207.70 feet; thence North 13°07'37" East, 190.52 feet to the east line of said Northwest 1/4; thence South 01°33'48" East along said east line, 497.31 feet to the point of beginning.

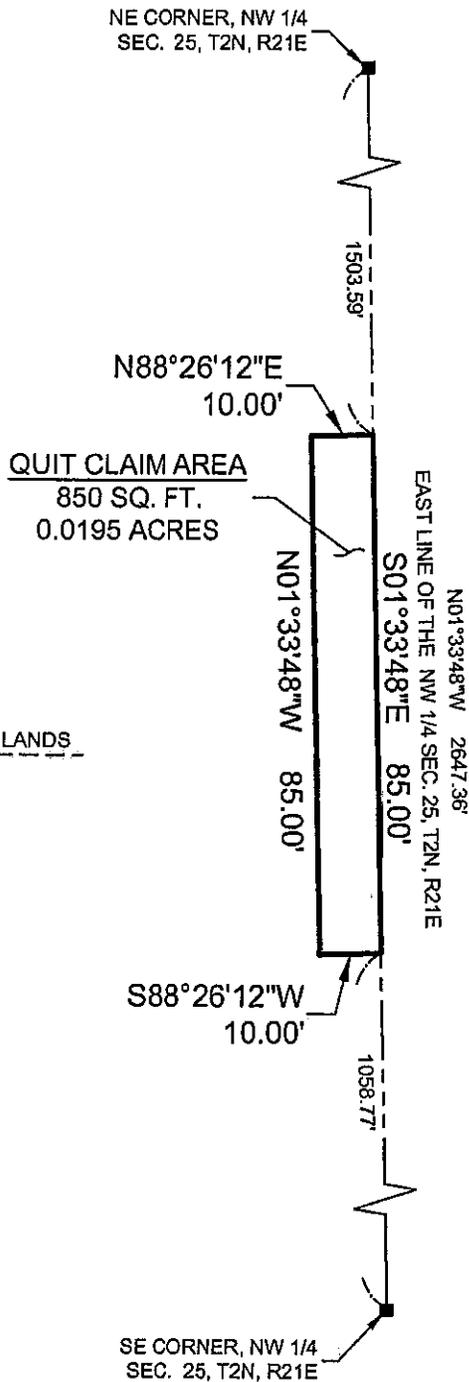
Both as shown on the attached Quit Claim Exhibits.

LEGAL DESCRIPTION:

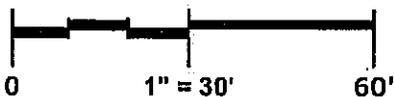
Being a part of the Southeast 1/4 of the Northwest 1/4 of Section 25, Township 2 North, Range 21 East, City of Kenosha, Kenosha County, Wisconsin, more particularly described as follows:

Commencing at the southeast corner of the Northwest 1/4 of said Section 25; thence North 01°33'48" West along the east line of said Northwest 1/4, 1058.77 feet to the point of beginning;

Thence South 88°26'12" West, 10.00 feet; thence North 01°33'48" West, 85.00 feet; thence North 88°26'12" East, 10.00 feet to the aforesaid east line of said Northwest 1/4; thence South 01°33'48" East along said east line, 85.00 feet to the point of beginning.



GRAPHICAL SCALE (FEET)



QUIT CLAIM EXHIBIT

PINNACLE ENGINEERING GROUP
15850 W. BLUEMOUND ROAD | SUITE 210 | BROOKFIELD, WI 53005

WWW.PINNACLE-ENGR.COM

05/17/2016
PLAN | DESIGN | DELIVER
PEG JOB# 153.00

LEGAL DESCRIPTION:

Being a part of the Southeast 1 / 4 of the Northwest 1 / 4 of Section 25, Township 2 North, Range 21 East, City of Kenosha, Kenosha County, Wisconsin, more particularly described as follows:

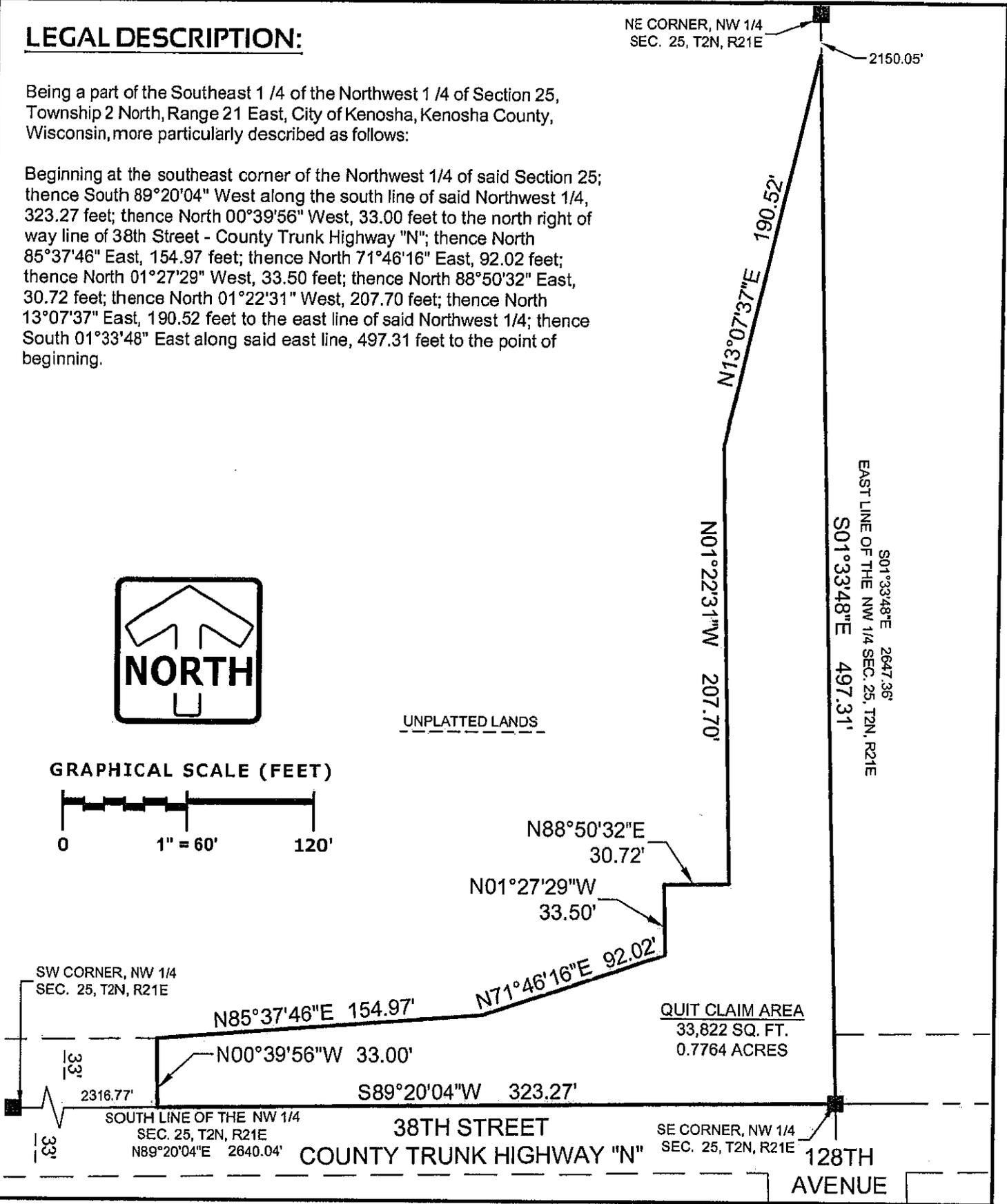
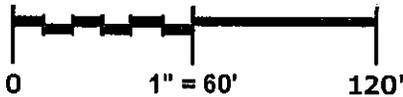
Beginning at the southeast corner of the Northwest 1/4 of said Section 25; thence South 89°20'04" West along the south line of said Northwest 1/4, 323.27 feet; thence North 00°39'56" West, 33.00 feet to the north right of way line of 38th Street - County Trunk Highway "N"; thence North 85°37'46" East, 154.97 feet; thence North 71°46'16" East, 92.02 feet; thence North 01°27'29" West, 33.50 feet; thence North 88°50'32" East, 30.72 feet; thence North 01°22'31" West, 207.70 feet; thence North 13°07'37" East, 190.52 feet to the east line of said Northwest 1/4; thence South 01°33'48" East along said east line, 497.31 feet to the point of beginning.

NE CORNER, NW 1/4
SEC. 25, T2N, R21E
2150.05'



UNPLATTED LANDS

GRAPHICAL SCALE (FEET)



S01°33'48"E 2647.36'
EAST LINE OF THE NW 1/4 SEC. 25, T2N, R21E
S01°33'48"E 497.31'

N13°07'37"E 190.52'
N01°22'31"W 207.70'

N88°50'32"E 30.72'
N01°27'29"W 33.50'
N71°46'16"E 92.02'

SW CORNER, NW 1/4
SEC. 25, T2N, R21E
N85°37'46"E 154.97'
N00°39'56"W 33.00'
S89°20'04"W 323.27'
SOUTH LINE OF THE NW 1/4
SEC. 25, T2N, R21E
N89°20'04"E 2640.04'

QUIT CLAIM AREA
33,822 SQ. FT.
0.7764 ACRES

38TH STREET
COUNTY TRUNK HIGHWAY "N"
128TH AVENUE

SE CORNER, NW 1/4
SEC. 25, T2N, R21E

QUIT CLAIM EXHIBIT

PINNACLE ENGINEERING GROUP
15850 W. BLUEMOUND ROAD | SUITE 210 | BROOKFIELD, WI 53005

WWW.PINNACLE-ENGR.COM

05/17/2016

PLAN | DESIGN | DELIVER
PEG JOB# 153.00



TO: Mayor John M. Antaramian
Members of the Common Council
Members of the Finance Committee

FROM: A. Zohrab Khaligian, Community Development & Inspections *AKK*

RE: **Offer to Purchase property at 702 58th Street from I-LIFE II, LLC by the City of Kenosha (District 2)**

DATE: June 1, 2016

This is a request for the approval of the Offer to Purchase property at 702 58th Street. The attached Offer for \$260,000 has been executed and requires Common Council approval.

The building was constructed in 1930 and was home to *JC Penny, Montgomery Ward* and eventually the *Bardens Department Store*. The building is listed on the City's Local Historic Landmarks list.

Bardens was the last tenant to occupy the building fully, they closed in 1997. The building was sold to Reza Enterprises, Inc. for \$200,000 in 2000. Reza promptly listed the property for sale at over \$1,000,000. Eventually, the building was sold to the current owner for \$625,000 in 2006. The current owner has listed the building as high as \$699,900 and as low as \$495,000. The current assessment is \$485,000 and the City Assessor expects the assessed value to remain the same.

The City's Senior Building Inspector toured the building on Friday, May 20, 2016 and found the building walls and foundation to be in very good condition. The roof on the eastern half of the building is in very poor condition. There are three or four areas that are leaking, the roof joists are rusted and, in some cases, broken. The total roof tear off and replacement is estimated at over \$100,000. A temporary replacement of the roof membrane is estimated at less than \$50,000.

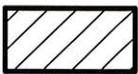
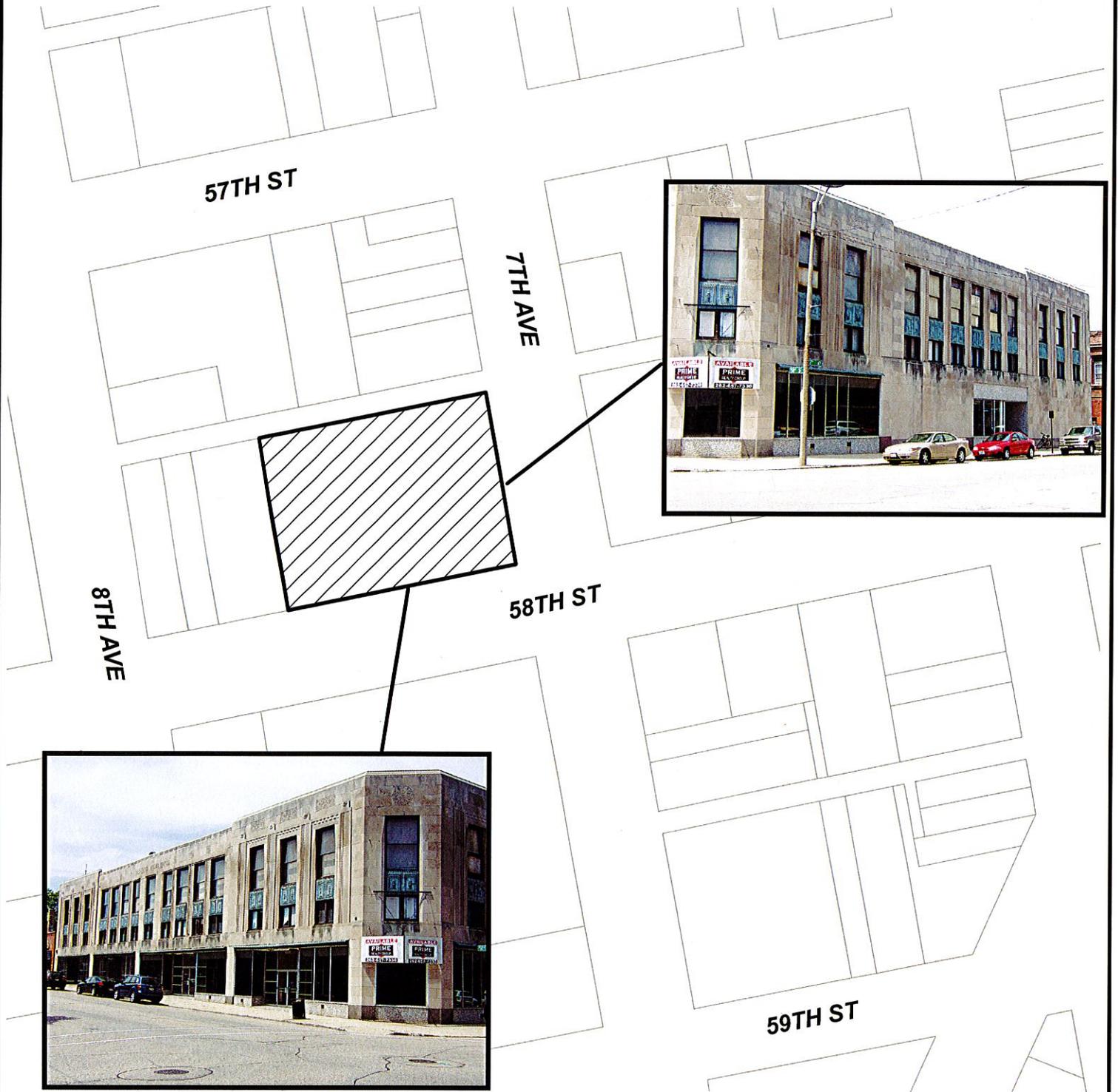
The Offer was made by the City in order to control the property, prevent any additional damage to the building from occurring and to aggressively find a reuse for the building.

Funding for the acquisition of the building would come from CIP Fund # CD-00-001, Housing and Neighborhood Reinvestment Fund, Miscellaneous Acquisitions. There are sufficient funds to acquire the building.

Please contact me at 653-4041 or zkhaligian@kenosha.org if you have any questions.

ZK:ks
Attachment

General Location Map



Subject Property - 702 58th Street



0 100

Feet

WB-15 COMMERCIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON May 6, 2016 [DATE] IS (AGENT OF BUYER)
2 (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) **STRIKE THOSE NOT APPLICABLE**
3 **GENERAL PROVISIONS** The Buyer, City of Kenosha
4 _____, offers to purchase the Property known as [Street Address] 702 58th Street
5 _____ in the City
6 of Kenosha, County of Kenosha, Wisconsin
7 (Insert additional description, if any, at lines 109-115 or 277-288 or attach as an addendum per line 479), on the following terms:
8 ■ PURCHASE PRICE: Two Hundred Sixty Thousand and 00/100
9 _____ Dollars (\$ 260,000.00).
10 ■ EARNEST MONEY of \$ _____ accompanies this Offer and earnest money of \$ _____ will be
11 mailed, or commercially or personally delivered within _____ days of acceptance to listing broker or
12 _____.
13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.
14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all fixtures on the Property on the date of this Offer
15 not excluded at lines 20-22, and the following additional items: None
16 _____
17 _____
18 All personal property included in purchase price will be transferred by bill of sale or _____
19 _____
20 ■ NOT INCLUDED IN PURCHASE PRICE: _____
21 _____
22 _____
23 **CAUTION: Identify trade fixtures owned by tenant, if applicable, and fixtures that are on the Property (see lines 303-310) to be excluded**
24 **by Seller or which are rented and will continue to be owned by the lessor.**
25 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded.**
26 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.
27 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from**
28 **acceptance provide adequate time for both binding acceptance and performance.**
29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before
30 May 13, 2016. Seller may keep the Property on the market and accept
31 secondary offers after binding acceptance of this Offer.
32 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**
33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS OFFER ONLY IF
34 THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.
35 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices to a
36 Party shall be effective only when accomplished by one of the methods specified at lines 37-54.
37 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.
38 Seller's recipient for delivery (optional): Robert Morrone
39 Buyer's recipient for delivery (optional): Zohrab Khaligian
40 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
41 Seller: (_____) Buyer: (_____)
42 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery
43 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at
44 line 47 or 48.
45 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's
46 recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.
47 Delivery address for Seller: 1 - Life II, LLC c/o Robert J. Morrone, 5300 Green Bay Rd., Kenosha, WI 53144
48 Delivery address for Buyer: City of Kenosha, Attn: Zohrab Khaligian 625 52nd Street, Room 308, Kenosha, WI 53140
49 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a
50 consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes,
51 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and
52 electronic signatures in the transaction, as required by federal law.
53 E-Mail address for Seller (optional): bob@primerealtywi.com
54 E-Mail address for Buyer (optional): zkhaligian@kenosha.org
55 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery
56 to, or Actual Receipt by, all Buyers or Sellers.

57 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge
58 of Conditions Affecting the Property or Transaction (lines 181-216) other than those identified in Seller's disclosure report dated _____
59 and Real Estate Condition Report, if applicable, dated _____, which was/were received by Buyer prior to Buyer
60 signing this Offer and which is/are made a part of this offer by reference **COMPLETE DATES OR STRIKE AS APPLICABLE** and
61 are to be provided to Buyer at time of Seller's acceptance of this offer.

62 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).**

63 **CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. §**
64 **709.03 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real**
65 **estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied**
66 **the Property). Buyer may have rescission rights per Wis. Stat. § 709.05.**

67 **CLOSING** This transaction is to be closed no later than June 30, 2016
68 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

69 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes,
70 rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and _____

71 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**
72 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
73 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA**:

- 74 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as
75 general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)
- 76 Current assessment times current mill rate (current means as of the date of closing)
- 77 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if
78 known, multiplied by current mill rate (current means as of the date of closing)
- 79

80 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially**
81 **different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling**
82 **or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.**

83 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for
84 the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill
85 to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax
86 bill. Buyer and Seller agree that is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real
87 estate brokers in this transaction.

88 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 109-115
89 or 277-286 or in an addendum attached per line 479. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all
90 debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent.
91 Occupancy shall be given subject to tenant's rights, if any.

92 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s)
93 and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE** lease(s), if any,
94 are _____

95 _____ . Insert additional terms, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479.
96 **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than _____ days before closing, estoppel letters dated within
97 _____ days before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security
98 deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.

99 **RENTAL WEATHERIZATION** This transaction (is) (is not) **STRIKE ONE** exempt from Wisconsin Rental Weatherization Standards (Wis. Admin.
100 Code Ch. SPS 387). If not exempt, (Buyer) (Seller) **STRIKE ONE** ("Buyer" if neither is stricken) shall be responsible for compliance, including all
101 costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at
102 closing.

103 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of
104 closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this Offer except: NONE

105 _____ . If "Time
106 is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence"
107 does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

108 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____

109 Offer is contingent upon approval by City of Kenosha Common Council on or before June 20, 2016. Should approval of the Offer occur on
110 June 20, 2016, the date for closing shall be extended from June 30, 2016 to July 15, 2016.

111 _____
112 _____
113 _____
114 _____
115 _____

116 PROPOSED USE CONTINGENCIES: Buyer is purchasing the Property for the purpose of: _____

117 _____

118 _____ [Insert proposed use and type and size of building, if applicable; e.g.
119 restaurant/tavern with capacity of 350 and 3 second floor dwelling units]. The optional provisions checked on lines 123-139 shall be deemed
120 satisfied unless Buyer delivers to Seller by the deadline(s) set forth on lines 123-139 written notice specifying those items which cannot be
121 satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
122 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 123-139.

123 EASEMENTS AND RESTRICTIONS: This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at
124 (Buyer's) (Seller's) **[STRIKE ONE]** ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and
125 restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly
126 delay or increase the costs of the proposed use or development identified at lines 116 to 118.

127 APPROVALS: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Buyer's" if neither is stricken) expense,
128 all applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting
129 authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use:

130 _____
131 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase
132 the cost of Buyer's proposed use, all within _____ days of acceptance of this Offer.

133 ACCESS TO PROPERTY: This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at (Buyer's) (Seller's)
134 **[STRIKE ONE]** ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads.

135 LAND USE APPROVAL: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Buyer's" if neither is stricken)
136 expense, a rezoning; conditional use permit; license; variance; building permit; occupancy permit; other _____

137 _____
138 **[CHECK ALL THAT APPLY]**, for the Property for its proposed use described
139 at lines 116-118 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which
significantly increase the cost of Buyer's proposed use, all within _____ days of acceptance.

140 MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing) **[STRIKE ONE]** ("Seller providing" if neither is
141 stricken) a _____ survey (ALTA/ACSM Land Title Survey if survey type is not
142 specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within _____ days of
143 acceptance, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres,
144 maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon
145 the Property, the location of improvements, if any, and: _____

146 _____ **[STRIKE AND COMPLETE AS APPLICABLE]** Additional map features
147 which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
148 dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and
149 accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception on the title policy.

150 CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map
151 when setting the deadline.

152 This contingency shall be deemed satisfied unless Buyer, within five (5) days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for
153 delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information
154 materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions
155 that would prohibit the Buyer's intended use of the Property described at lines 116-118. Upon delivery of Buyer's notice, this Offer shall be null and
156 void.

157 DOCUMENT REVIEW CONTINGENCY: This Offer is contingent upon Seller delivering the following documents to Buyer within
158 15 days of acceptance: **[CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE]**

- 159 Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.
- 160 A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with
161 representations made prior to and in this Offer.
- 162 Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear
163 of all liens, other than liens to be released prior to or at closing.
- 164 Rent roll.
- 165 Other _____

166 _____
167 Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site
168 assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and
169 licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment
170 notices.

171 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and
172 disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals
173 and any reproductions) to Seller if this Offer is terminated.

174 CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within 5 days of the earlier of
175 receipt of the final document to be delivered or the deadline for delivery of the documents, delivers to Seller a written notice indicating that this

176 contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set
177 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

178 **DEFINITIONS**

- 179 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice
180 physically in the Party's possession, regardless of the method of delivery.
- 181 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are defined to include:
- 182 a. Defects in structural components, e.g. roof, foundation, basement or other walls.
- 183 b. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting.
- 184 c. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including
185 but not limited to gasoline and heating oil.
- 186 d. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water
187 supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises.
- 188 e. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 189 f. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained,
190 nonconforming structures or uses, conservation easements, rights-of-way.
- 191 g. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose
192 assessments against the real property located within the district.
- 193 h. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property
194 or the present use of the Property.
- 195 i. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 196 j. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 197 k. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 198 l. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 199 m. Portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 200 n. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county
201 shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland
202 conditions and which is enforceable by the county.
- 203 o. Encroachments; easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions; shared
204 fences, walls, wells, driveways, signage or other shared usages; or leased parking.
- 205 p. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
- 206 q. Structure on the Property designated as a historic building, any part of the Property located in a historic district, or burial sites or
207 archeological artifacts on the Property.
- 208 r. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment
209 of a use-value conversion charge has been deferred.
- 210 s. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland preservation
211 agreement, or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable
212 program.
- 213 t. A pier is attached to the Property that is not in compliance with state or local pier regulations.
- 214 u. Government investigation or private assessment/audit (of environmental matters) conducted.
- 215 v. Other Defects affecting the Property.
- 216 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event
217 occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number
218 of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the
219 President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific
220 number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24
221 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at
222 midnight of that day.
- 223 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair
224 the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect
225 the expected normal life of the premises.
- 226 (Definitions Continued on page 6)

227 IF LINE 228 IS NOT MARKED OR IS MARKED N/A LINES 264-269 APPLY.

228 FINANCING CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a written
229 [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within _____ days of acceptance of this
230 Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years,
231 amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly
232 payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
233 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount
234 not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall
235 be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to
236 maintain the term and amortization stated above.

237 CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 238 or 239.

- 238 FIXED RATE FINANCING: The annual rate of interest shall not exceed _____ %.
- 239 ADJUSTABLE RATE FINANCING: The initial annual interest rate shall not exceed _____ %. The initial interest rate shall be
240 fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum
241 interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal and interest may be adjusted to
242 reflect interest changes

243 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 109-115 or 277-286
244 or in an addendum attached per line 479.

245 NOTE: If purchase is conditioned on buyer obtaining financing for operations or development consider adding a contingency for that
246 purpose.

247 = BUYER'S LOAN COMMITMENT: Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to
248 provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to
249 Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 229. Buyer and Seller agree that
250 delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if,
251 after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
252 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.

253 CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. BUYER,
254 BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S
255 AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.

256 = SELLER TERMINATION RIGHTS: If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller delivers
257 a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

258 = FINANCING UNAVAILABILITY: If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an
259 acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of
260 lender(s) rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days
261 to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer, and this Offer shall remain
262 in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer
263 authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

264 = IF THIS OFFER IS NOT CONTINGENT ON FINANCING: Within 7 days of acceptance, a financial institution or third party in control of Buyer's
265 funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written
266 verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage
267 financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for
268 purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this
269 Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

270 APPRAISAL CONTINGENCY: This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense
271 by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an
272 appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless
273 Buyer, within _____ days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not
274 equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

275 CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide
276 adequate time for performance.

277 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____
278 _____
279 _____
280 _____
281 _____
282 _____
283 _____
284 _____
285 _____
286 _____

287 **DEFINITIONS CONTINUED FROM PAGE 4**

288 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment") (see lines 379-395)
 289 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a
 290 search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and
 291 recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property
 292 (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if
 293 the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment
 294 including the National Priorities List, the Department of Natural Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated
 295 Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information
 296 System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally
 297 recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"),
 298 and state and federal guidelines, as applicable.

299 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater**
 300 **or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site**
 301 **Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or**
 302 **other site evaluation at lines 109-115 or 277-286 or attach as an addendum per line 479.**

303 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be
 304 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises,
 305 items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs
 306 and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central
 307 heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings;
 308 attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground
 309 sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on
 310 permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

311 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-22.**

312 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

313 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's
 314 lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate
 315 Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide
 316 active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions,
 317 incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.

318 **EARNEST MONEY**

319 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (Buyer's agent if Property
 320 is not listed or Seller's account if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer.

321 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an**
 322 **attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.**

323 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from
 324 payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be
 325 disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written
 326 disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after
 327 the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not
 328 represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order;
 329 or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader
 330 action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to
 331 disbursement.

332 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer.
 333 Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker
 334 shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit
 335 may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the
 336 sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting
 337 attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good
 338 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations
 339 concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

340 **TITLE EVIDENCE**

341 = **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if
342 Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein) free and clear of all liens and
343 encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility
344 and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed
345 in Seller's disclosure report, and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and
346

347 _____
348 _____ which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
349 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

350 **WARNING:** Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain
351 improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use
352 other than the current use.

353 = **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a
354 current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer.
355 Buyer shall pay all costs of providing title evidence required by Buyer's lender.

356 = **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE ONE** ("Seller's" if
357 neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance
358 commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue
359 the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for
360 closing (see lines 365-371).

361 = **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance
362 commitment is delivered to Buyer's attorney or Buyer not more than _____ 15 _____ days after acceptance ("15" if left blank), showing title to the
363 Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 341-348, subject only to liens which
364 will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

365 = **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within
366 _____ 15 _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a
367 reasonable time, but not exceeding _____ 5 _____ days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver
368 notice to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said
369 objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does
370 not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable
371 for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

372 = **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior to the date of this
373 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

374 **CAUTION:** Consider a special agreement if area assessments, property owners association assessments, special charges for current
375 services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees
376 for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water,
377 sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street
378 lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

379 **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of
380 Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 288-302), at (Buyer's) (Seller's) expense **STRIKE ONE**
381 ("Buyer's" if neither is stricken), which discloses no Defects. For the purpose of this contingency, a Defect (see lines 223-225) is defined to also
382 include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the
383 presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of
384 contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer
385 had actual knowledge or written notice before signing the Offer.

386 = **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
387 delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site
388 Assessment report to which Buyer objects (Notice of Defects).

389 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

390 = **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
391 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
392 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
393 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
394 Environmental Site Assessment report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written
395 notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

396 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A
 397 material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal
 398 remedies.

399 If Buyer defaults, Seller may:

- 400 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
 401 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

402 If Seller defaults, Buyer may:

- 403 (1) sue for specific performance; or
 404 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

405 In addition, the Parties may seek any other remedies available in law or equity.

406 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the
 407 courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
 408 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

409 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS**
 410 **DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE**
 411 **PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE**
 412 **SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

413 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the
 414 transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties
 415 to this Offer and their successors in interest.

416 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total acreage or building square
 417 footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless
 418 verified by survey or other means.

419 **CAUTION:** Buyer should verify total square footage or acreage figures and land, building or room dimensions, if material to Buyer's
 420 decision to purchase.

421 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer
 422 shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for
 423 ordinary wear and tear and changes approved by Buyer, and that any Defects Seller has agreed to cure have been repaired in the manner agreed
 424 to by the Parties.

425 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of closing or occupancy of
 426 Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property
 427 is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to
 428 the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with itemized waivers for all lienable repairs and
 429 restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at
 430 option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating
 431 to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However,
 432 if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sold purpose of restoring the
 433 Property.

434 **NOTICE ABOUT SEX OFFENDER REGISTRY:** You may obtain information about the sex offender registry and persons registered with the
 435 registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.wdcoffenders.org> or by telephone at
 436 (608) 240-5830.

437 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An
 438 "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for
 439 leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as
 440 the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these
 441 materials. Seller agrees to allow Buyer's inspectors, testers, appraisers and qualified third parties reasonable access to the Property upon
 442 advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Except
 443 as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

444 **NOTE:** Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to
 445 determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the
 446 contingency.

447 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed
 448 to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections
 449 or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

460 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 437-440). This Offer is contingent upon
461 a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon
462 a qualified independent inspector or qualified independent third party performing an inspection of _____

463 _____ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which
464 discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections
465 recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 461.
466 Each inspection shall be performed by a qualified independent inspector or qualified independent third party.

467 **CAUTION:** Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up
468 inspection(s).

469 For the purpose of this contingency, Defects (see lines 223-225) do not include conditions the nature and extent of which Buyer had actual
470 knowledge or written notice before signing the Offer.

471 **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ 15 _____ days of acceptance,
472 delivers to Seller a copy of the inspection report(s) and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer
473 objects (Notice of Defects).

474 **CAUTION:** A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

475 **RIGHT TO CURE:** Seller (shall)(shall-not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
476 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
477 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
478 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
479 inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will
480 not cure or (b) Seller does not timely deliver the written notice of election to cure.

481 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at
482 _____, no later than _____.

483 If Seller accepts a bona fide secondary offer,
484 Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of the Closing of Buyer's Property
485 Contingency and _____

486 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR
487 PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)] within _____ hours of Buyer's Actual Receipt of said notice, this Offer shall be
488 null and void.**

489 **ADDENDA:** The attached _____ is/are made part of this Offer.

490 This Offer was drafted by [Licensee and Firm] William K. Richardson, Assistant City Attorney, Office of the City Attorney, Kenosha, Wisconsin

491 _____ on May 11, 2016

492 Buyer Entity Name (if any): City of Kenosha

493 (X) [Signature] 5/13/16
494 Buyer's/Authorized Signature ▲ Print Name/Title Here ▶ JOHN M. ANTARAMIAN, MAYOR, CITY OF KENOSHA Date ▲

495 (X) _____
496 Buyer's/Authorized Signature ▲ Print Name/Title Here ▶ _____ Date ▲

497 **[EARNEST MONEY RECEIPT]** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

498 _____ Broker (By)

499 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING
500 AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS
501 SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

502 Seller Entity Name (if any): _____

503 (X) [Signature] 5/12/2016
504 Seller's/Authorized Signature ▲ Print Name/Title Here ▶ J. LIFE II, LLC / FRIMA FEYMAN - MEMBER Date ▲

505 (X) _____
506 Seller's/Authorized Signature ▲ Print Name/Title Here ▶ _____ Date ▲

507 This Offer was presented to Seller by [Licensee and Firm] Steve S. Mowbray
508 PRIME REALTY GROUP on MAY 12th, 2016 at 3:00 a.m. (p.m.)

509 This Offer is rejected _____ This Offer is countered [See attached counter]
510 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

BROKER DISCLOSURE TO NON-RESIDENTIAL CUSTOMERS

1 Prior to negotiating on your behalf the Broker must provide you the following disclosure statement:

2 **BROKER DISCLOSURE TO CUSTOMERS**

3 You are a customer of the broker. The broker is either an agent of another party in the transaction or a subagent of another broker
4 who is the agent of another party in the transaction. The broker, or a salesperson acting on behalf of the broker, may provide
5 brokerage services to you. Whenever the broker is providing brokerage services to you, the broker owes you, the customer, the
6 following duties:

- 7 ■ The duty to provide brokerage services to you fairly and honestly.
- 8 ■ The duty to exercise reasonable skill and care in providing brokerage services to you.
- 9 ■ The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless
10 disclosure of the information is prohibited by law.
- 11 ■ The duty to disclose to you in writing certain material adverse facts about a property, unless disclosure of the information is
12 prohibited by law (See Lines 47-55).
- 13 ■ The duty to protect your confidentiality. Unless the law requires it, the broker will not disclose your confidential information or the
14 confidential information of other parties (See Lines 22-39).
- 15 ■ The duty to safeguard trust funds and other property the broker holds.
- 16 ■ The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and
17 disadvantages of the proposals.

18 Please review this information carefully. A broker or salesperson can answer your questions about brokerage services, but if you
19 need legal advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home inspector.

20 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain-language summary of
21 a broker's duties to a customer under section 452.133 (1) of the Wisconsin statutes.

22 **CONFIDENTIALITY NOTICE TO CUSTOMERS**

23 BROKER WILL KEEP CONFIDENTIAL ANY INFORMATION GIVEN TO BROKER IN CONFIDENCE, OR ANY INFORMATION
24 OBTAINED BY BROKER THAT HE OR SHE KNOWS A REASONABLE PERSON WOULD WANT TO BE KEPT CONFIDENTIAL,
25 UNLESS THE INFORMATION MUST BE DISCLOSED BY LAW OR YOU AUTHORIZE THE BROKER TO DISCLOSE PARTICULAR
26 INFORMATION. A BROKER SHALL CONTINUE TO KEEP THE INFORMATION CONFIDENTIAL AFTER BROKER IS NO LONGER
27 PROVIDING BROKERAGE SERVICES TO YOU.

28 THE FOLLOWING INFORMATION IS REQUIRED TO BE DISCLOSED BY LAW:

- 29 1. MATERIAL ADVERSE FACTS, AS DEFINED IN SECTION 452.01 (5g) OF THE WISCONSIN STATUTES (SEE LINES 47-55).
 - 30 2. ANY FACTS KNOWN BY THE BROKER THAT CONTRADICT ANY INFORMATION INCLUDED IN A WRITTEN INSPECTION
31 REPORT ON THE PROPERTY OR REAL ESTATE THAT IS THE SUBJECT OF THE TRANSACTION.
- 32 TO ENSURE THAT THE BROKER IS AWARE OF WHAT SPECIFIC INFORMATION YOU CONSIDER CONFIDENTIAL, YOU MAY LIST
33 THAT INFORMATION BELOW (SEE LINES 35-36). AT A LATER TIME, YOU MAY ALSO PROVIDE THE BROKER WITH OTHER
34 INFORMATION YOU CONSIDER TO BE CONFIDENTIAL.

35 CONFIDENTIAL INFORMATION: None

36
37 NON-CONFIDENTIAL INFORMATION (The following information may be disclosed by Broker): None

38
39 (INSERT INFORMATION YOU AUTHORIZE THE BROKER TO DISCLOSE SUCH AS FINANCIAL QUALIFICATION INFORMATION.)

40 **CONSENT TO TELEPHONE SOLICITATION**

41 I/We agree that the Broker and any affiliated settlement service providers (for example, a mortgage company or title company) may
42 call our/my home or cell phone numbers regarding issues, goods and services related to the real estate transaction until I/we
43 withdraw this consent in writing. List Home/Cell Numbers: 262-653-4000

44 **SEX OFFENDER REGISTRY**

45 Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the
46 Wisconsin Department of Corrections on the Internet at: <http://offender.doc.state.wi.us/public/> or by phone at 608-240-5830.

47 **DEFINITION OF MATERIAL ADVERSE FACTS**

48 A "material adverse fact" is defined in Wis. Stat. § 452.01(5g) as an adverse fact that a party indicates is of such significance, or that
49 is generally recognized by a competent licensee as being of such significance to a reasonable party, that it affects or would affect
50 the party's decision to enter into a contract or agreement concerning a transaction or affects or would affect the party's decision
51 about the terms of such a contract or agreement. An "adverse fact" is defined in Wis. Stat. § 452.01(1o) as a condition or occurrence
52 that a competent licensee generally recognizes will significantly and adversely affect the value of the property, significantly reduce
53 the structural integrity of improvements to real estate, or present a significant health risk to occupants of the property; or information
54 that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations under a contract or
55 agreement made concerning the transaction.

SELLER DISCLOSURE REPORT - COMMERCIAL

PROPERTY OWNER: I Life II, LLC

PROPERTY ADDRESS: 702-58th Street, Kenosha, WI 53140

OWNER HAS OWNED THE PROPERTY FOR 10 YEARS.

Wis. Admin. Code § REEB 24.07(1)(b) requires listing brokers to inspect the property and to "make inquiries of the seller on the condition of the structure, mechanical systems and other relevant aspects of the property. The licensee shall request that the seller provide a written response to the licensee's inquiry." Wis. Admin. Code § REEB 24.07(2) requires listing brokers to disclose all material adverse facts discovered in broker's inspection or disclosed by owner, in writing, in a timely manner, to all parties. This Seller Disclosure Report is a tool designed to help the licensee fulfill these license law duties. Owner's statements are a representation of owner's knowledge of the property's condition. It is not a property condition warranty by the owner or any agent of the owner, nor is it a substitute for any inspections or testing buyer may wish to have done. Buyer may, however, rely upon this information in deciding whether or not, or upon what terms, to purchase the property. In this form, "defect" means a condition that would have a significant adverse effect on the value of the property; that would significantly impair the health or safety of future occupants of the property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

Are you aware of any of the following with regard to the Property? "Aware" means to have notice or knowledge.

MARK ONE ANSWER: Explain any "yes" or "unsure" answers in the blank lines following item (24).

	yes	no	unsure
1. Defects in structural components, e.g. roof, foundation, basement or other walls?	---	---	---
2. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting?	---	---	---
3. Underground or above ground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including but not limited to gasoline and heating oil?	---	---	---
4. A defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises?	---	---	---
5. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property?	---	---	---
6. Zoning or building code violations, any land division involving the property for which required state or local permits had not been obtained, nonconforming structures or uses, conservation easements, rights-of-way?	---	---	---
7. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district?	---	---	---
8. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property or the present use of the Property?	---	---	---
9. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition?	---	---	---
10. Flooding, standing water, drainage problems or other water problems on or affecting the Property?	---	---	---
11. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides?	---	---	---
12. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property?	---	---	---
13. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations?	---	---	---
14. The Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county?	---	---	---

yes no unsure

- 15. All, or part, of the Property is subject to, enrolled in or in violation of a Farmland Preservation Agreement (see 23) or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable program?
- 16. A pier attached to the Property that is not in compliance with state or local pier regulations? See <http://dnr.wi.gov/> for information.
- 17. Governmental investigation or private assessment/audit (of environmental matters) ever being conducted? When and by whom? _____
- 18. Encroachments; easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or leased parking?
- 19. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property?
- 20. A structure on the Property designated as a historic building, any part of the Property located in a historic district, or burial sites or archeological artifacts on the Property?
- 21. Other defects affecting the Property?
- 22. Use Value Assessments: The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization Section at 608-266-2149 or visit <http://www.revenue.wi.gov/lags/sl/useassmt.html>.
 - (a) The land has been assessed as agricultural land under Wis. Stat. § 70.32 (2r)?
 - (b) The land has been assessed a use-value conversion charge under Wis. Stat. § 74.485(2)?
 - (c) The payment of a use-value conversion charge has been deferred under Wis. Stat. § 74.485(4)?
- 23. Notice: The early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Call 608-224-4500 or visit http://datcp.wi.gov/Environment/Working_Lands_Initiative/ for more information.

The Property is subject to a farmland preservation agreement?
- 24. I am aware that a dam is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners association, lake district, or similar group. (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.)

	yes	no	unsure
15.			
16.			
17.			
18.			
19.			
20.			
21.			
22.			
22(a).			
22(b).			
22(c).			
23.			
24.			

EXPLANATIONS OF "YES" OR "UNSURE" ANSWERS SELLER MAKES NO WARRANTIES
OR REPRESENTATIONS AS TO THE CONDITION OF SAID
PROPERTY, BEING SOLD "AS-IS", BUYER TO RELY
SOLELY ON THEIR OWN INSPECTIONS.

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by phone at 608-240-5830.

The Owner certifies that the information in this report is true and correct to the best of the Owner's knowledge as of the date below.

Irina Feynman 4/21/2016 (X) _____
 Signature ▲ Date ▲ Signature ▲ Date ▲
IRINA FEYMAN - MEMBER

I acknowledge receipt of a copy of this report.
 (X) _____ (X) _____
 Buyer's Signature ▲ Date ▲ Buyer's Signature ▲ Date ▲

June 2, 2016

To: David F. Bogdala, Chairperson, Public Works Committee

Cc: Jesse Downing, District 17

From: Shelly Billingsley, MBA, PE
Director of Public Works 

Subject: Memorandum of Understanding between the City of Kenosha and the Wisconsin Department of Transportation regarding the Bridge Development Area.

BACKGROUND INFORMATION

The Development Agreement between the City of Kenosha, the Kenosha Water Utility, Bridge Kenosha LLC, and Route 142 LLC is for the property generally located south of STH 142 and West of the West Frontage Road. As part of the development approval process, the WisDOT required a Traffic Impact Analysis (TIA).

The TIA was conducted for the current development, as well as potential future development. There were requirements to be completed as part of the current Route 142 development (identified as the "2015 Improvements") and future improvements due to possible future development (identified as the "2030 Improvements"). These potential 2030 Improvements are development driven and are dependent on certain milestones.

The Development Agreement has the requirement that Bridge Kenosha LLC construct all necessary 2015 Improvements of the TIA (those required under the current development plans).

However, since the TIA also covers possible future requirements, if and when development within the Bridge Development area happens to require any of the future improvements, through this MOU, WisDOT will require that the City ensure that the 2030 Improvements be constructed. The MOU will allow the City to pass these future development-driven requirements on to the new developer.

RECOMMENDATION

Staff recommends approval

Memorandum of Understanding

between

THE CITY OF KENOSHA

and

THE WISCONSIN DEPARTMENT OF TRANSPORTATION

This memorandum summarizes the agreement for future roadway improvements between the CITY OF KENOSHA (“City”) and the WISCONSIN DEPARTMENT OF TRANSPORTATION (“WisDOT” or “State”) for the Bridge Development site (“Bridge Development”) generally located on lands bound by the extension of 128th Avenue, WIS 142, the I-94 West Frontage Road and 38th Street, and further described in the Traffic Impact Analysis (“TIA”) prepared by Traffic Analysis and Design, Inc., dated January 29, 2015 (State Log #3525).

A. GENERAL

1. Nothing in this memorandum of understanding (“MOU”) shall limit or otherwise affect the sovereign immunity of the State of Wisconsin or the City of Kenosha.
2. This MOU shall not be construed to create third-party beneficiaries, nor to create a partnership between the City and State.
3. This MOU contains the entire agreement between the parties; all prior negotiations and discussions have been merged into and are superseded by this MOU.
4. This MOU may be signed in counterparts.
5. The alteration of highway features is a police power and does not entitle any person, public or private, to any damages or compensation for such work. This MOU shall not be construed to create in any person a property interest in a median opening or any other feature within WisDOT’s highway.
6. Nothing in this MOU is intended to limit the City’s ability to pass costs or other requirements on to land owners or developers through development agreements, zoning approvals, special assessments, impact fees, and/or any other lawful method.

B. CITY RESPONSIBILITIES

1. *General.*
 - a. Subject to B.2., below, the City shall implement all State Highway Improvements required pursuant to this MOU. For the purposes of this MOU, “State Highway Improvements” means improvements on roadways under State jurisdiction listed

as the responsibility of the City/Developer in the State letter dated December 1, 2015 (Exhibit A, attached hereto and incorporated herein by reference).

- b. The City shall have the right to request relief of its responsibilities under this MOU in whole or in part if the Bridge Development is not constructed or is constructed in a materially different sequence than that contemplated by the State's letter dated December 1, 2015 (Exhibit A). Such request shall not be unreasonably denied.
 - c. The December 1, 2015 letter (Exhibit A) references "Year 2015 Total Improvements" and "Year 2030 Total Improvements" based on certain assumptions regarding the timing of the build out of the Bridge Development as described in the TIA; however, the construction of the State Highway Improvements shall be development-driven pursuant to the "Milestones" defined below, regardless of the year in which development occurs.
2. **"Year 2030 Improvements."** City shall monitor the buildout of future development at the Bridge Development. The City shall install the listed State Highway Improvements but only if State determines they are required after the following milestones ("Milestones") have been met. City shall not approve future development within the Bridge Development without prior written State approval under Subsection C.1., below. For purposes of this MOU, "future development" means the construction of an occupiable building. Additional permits will be required.
- a. **WIS 142 & 128th Avenue.**
 - i. Milestone: The combined square footage of buildings within the Bridge Development reaches 5,000,000 square feet.
 - ii. Required State Highway Improvement: If the above Milestone is met and the State requires the State Highway Improvements City shall construct those portions of the Year 2030 Total Improvements, as identified in the State's December 1, 2015 letter (Exhibit A) under the subheading **WIS 142 & 128th Avenue**.
 - b. **WIS 142 & West Frontage Road.**
 - i. Milestone: Traffic signal volume warrants are met as a direct result of a future development within the Bridge Development and State authorizes signal construction.

"As a direct result of a future development" means (1) that the future development is within the Bridge Development, (2) that the future development was the subject of a traffic impact analysis that was required

by the City, submitted to the State, and reviewed by the State pursuant to paragraph C.1.a, herein, (3) that after the review, it was determined by the State that the traffic signal volume warrants are met.

For the avoidance of doubt, the traffic signal volume warrants cannot be triggered and an obligation cannot be created under subparagraph B.3.b.ii. by any study not associated with a review of a traffic impact analysis conducted in connection with a future development within the Bridge Development, such non-associated study specifically including, but not being limited to, a study initiated by complaints or traffic accident data.

ii. **Required State Highway Improvement:** If the above Milestone is met and the State requires the following State Highway Improvements, the City shall construct those portions of the Year 2030 Total Improvements, as identified in the State's December 1, 2015 letter (Exhibit A) under the subheading **WIS 142 & IH-94 West Frontage Road**.

c. **No Other Year 2030 Improvements Required.** The City is not obligated to make any of the Year 2030 Total Improvements other than the possible improvements at either WIS 142 & 128th Avenue or WIS 142 & IH-94 West Frontage Road identified above in Subparagraphs B.3.a.ii. and b.ii., and then in those latter events, only if the Milestones are met.

3. City shall provide all necessary right-of-way and all necessary temporary limited easements required to construct the State Highway Improvements required pursuant to this MOU.
4. Provide any additional information the State may reasonably request under C.1.a., below, in a timely manner and notify the State in writing of any review period that may be necessary to allow the City sufficient time to pass financial obligations along to third parties.
5. Update the traffic impact analysis (TIA) in accordance with State Guidelines if the proposed uses within the Bridge Development change and would generate increased trips to WIS 142 or the I-94 West Frontage Road. The City will not be responsible for the design and construction of any improvements from these future updates to the TIA that are identified as background improvements.

C. STATE RESPONSIBILITIES

1. *State Reviews of Future Development Applications within Bridge Development.*
 - a. State shall conduct cursory reviews at no cost to the City of all development applications within the Bridge Development to determine whether a Milestone

would be reached. State may request additional information, such as additional TIA analysis, through the City (which the City may request from the Developer) to make its determination.

- b. If, after a review of a future development application within the Bridge Development, State Highway Improvements are required, State shall notify City of the requirements in a timely manner.
 - c. Provided the City has complied in good faith with its obligations under paragraph B.4., above, the State's timely notice shall be considered a condition precedent to the City's obligations under subparagraph B.2.b.ii, above.
 - d. Subject to the express exception in paragraph C.1.c., above, State's failure or delay in enforcing a required State Highway Improvement shall not be considered a waiver or postponement of that requirement unless expressly waived or postponed in writing by the State.
2. Review and issue necessary permits to the City for the required improvements within State right-of-way. All permit work shall conform to the standards of the State's Facilities Development Manual (FDM).
 3. Review any required land divisions and approve those meeting requirements of State Statutes.
 4. Review any future updated TIAs for the Bridge Development and accept those that are technically correct.
 5. Review the traffic signal warrant studies for WIS 142 & West Frontage Road and accept if technically correct.

Signatures appear on the following pages. The remainder of this page has been intentionally left blank.

For the State of Wisconsin Department of Transportation

Recommended for Approval By:

Tony Barth, P.E.
Southeast Region Planning Chief

Date

Approved By:

Brett Wallace, P.E.
Southeast Region Director

Date

The remainder of this page has been intentionally left blank.

EXHIBIT A

to the
Memorandum of Understanding

Between

THE CITY OF KENOSHA
and
THE WISCONSIN DEPARTMENT OF TRANSPORTATION

*State's December 1, 2015 Letter to City
State TIA Log No. 3525*



Division of Transportation System
 Development
 Southeast Regional Office
 141 N.W. Barstow Street
 P.O. Box 798
 Waukesha, WI 53187-0798

Scott Walker, Governor
 Mark Gottlieb, P.E., Secretary
 Internet: www.dot.wisconsin.gov

Telephone: (262) 548-5903
 Facsimile (FAX): (262) 548-5662

E-Mail: waukesha.dtd@dot.wi.gov

December 1, 2015

JEFF LABAHN
 CITY OF KENOSHA
 625 52ND STREET, RM 308
 KENOSHA, WI 53140

Subject: Log #3525 – Development Submittal
 Bridge Development Technical **Revised**
 IH-94 East Frontage Road, IH-94 West Frontage Road, WIS 142 & CTH S
 Kenosha County

Dear Mr. Labahn:

The Traffic Impact Analysis (TIA) Technical Memorandum performed by Traffic Analysis & Design, Inc (TADi) covering revisions to Phase 1 of the Bridge Development has allowed the Department to understand the impacts of the subject development and identify the necessary interim improvements. The attached lists the revised improvements that are to be constructed as a result of this development. **This letter supersedes the response letter dated March 5, 2015.** Some design issues and improvement requirements have been noted on the attached to aid in the development of the plans.

The development can now proceed to the Department's Permit Process. The permit plans will require design preparation (please see attached plan requirements). **All permits will be issued to the maintaining authority and the design consultant will need to forward permit plans for review and submittal. Permits from multiple maintaining authorities shall be tied and constructed at the same time.**

If you have any questions regarding traffic issues, please contact the undersigned at (262) 548-5626. Please direct any questions regarding the Trans 233 process to Patricia Reikowski, Land Division Coordinator, at (262) 548-6704. Kevin Koehnke at (262) 548-5891 will coordinate any permit issuance for this project. Please reference the log number (#3525) when forwarding all correspondence.

Sincerely,

Art Baumann, P.E.
 Traffic Operations Engineer

Attachments

Cc: Tony Barth / Don Berghammer / Robert Elkin, DOT
 Dave Brantner / Cindy Vande Leest, DOT
 Dan Dedrick / Kevin Koehnke / Susan Voight, DOT
 Patricia Reikowski / Tom Heydel / Chris Squires, DOT
 Ron Schildt, Kenosha County
 Mike May, Traffic Analysis and Design, Inc.

Log #3525 – The Bridge Development Revised

Location: IH-94 East Frontage Road, IH-94 West Frontage Road, WIS 142 & CTH S,
Kenosha County
Prepared by: Traffic Analysis and Design, Inc.
Review Unit: Traffic Operations
Reviewer: Art Baumann / Laura Schroeder / Dan Ashenfelter
Date: December 1, 2015

Improvement Measures

General Notes

Design

- 1) Contact WisDOT permit coordinator (Kevin Koehnke at 262-548-5891) prior to plan submittal to identify the plans that are required and obtain any supplemental design guidelines. **Incomplete submittals will be returned without review.**
- 2) The design for the improvements along WIS 142 and the IH-94 West Frontage Road shall be prepared in accordance with the FDM requirements for design and plan preparation. The design shall accommodate a WB-67 truck. All lanes are to be a minimum of 12 feet in width unless otherwise specified (final width to be determined during design). All left-turn lanes *should* be opposing. All necessary drainage, utility, signage and pavement marking improvements shall be provided. The signing plan shall include sign details and signs that require moving.
- 3) Signing, pavement marking and work zone traffic control plans shall be approved by Tom Heydel, WisDOT Traffic Operations, prior to issuance of the permit. For questions regarding signing or pavement marking, please contact Tom Heydel at tom.heydel@dot.wi.gov or (262) 548-6763. For questions regarding work zone traffic control plans, please contact Tom Heydel or the permit coordinator.
- 4) Pedestrian/Bicycle accommodations and ADA requirements shall be addressed where appropriate. Please contact Chris Squires, WisDOT Pedestrian/Bicycle Facilities Coordinator, at (262) 521-4417 or christopher.squires@dot.wi.gov with questions regarding pedestrian/bicycle accommodations.

Right of Way

- 1) A party other than the WisDOT and the city of Kenosha shall acquire any required right-of-way for the permit plans.

Utilities

- 1) Utility coordination may be the responsibility of the municipality/developer (or their consultant representative) constructing the work.
- 2) Utility relocations that occur as a result of this work may not be covered under Wisconsin Administrative Rule TRANS 220. The municipality/developer (or their consultant representative) requesting the work shall be responsible for all costs associated with the needed relocation of any utility facility as a result of the work.

Access

- 1) WisDOT will allow two access points to the I-94 West Frontage Road (one opposite of 29th Street and one in the vicinity of 120th Avenue at a location approved by WisDOT) and one public street access point (128th Street) on WIS 142 approximately 2200 feet west of the I-94 West Frontage Road. The location and number of access points to the Bridge

Development property shall be determined by Kenosha County on CTH N and the City of Kenosha on 128th Street.

- 2) **The municipality/developer (or their consultant representative) shall be responsible for notifying any offsite property or business owners whose access or operations will be impacted as a result of the proposed development. The municipality/developer shall provide the department with written documentation verifying that all impacted property or business owners have been contacted prior to permit submittal.**

Traffic Signals

- 1) The WisDOT Traffic Operations team reserves the right of first refusal to design the traffic signal plans owned by WisDOT. Please contact Dan Dedrick at (262) 548-5894 to discuss who will be responsible for designing the traffic signals. Traffic signal plans prepared by a consulting firm shall be submitted to Cindy Vande Leest for final approval by a WisDOT signal engineer. Upon receiving final approval, the consultant shall submit an original signed and sealed hard copy to Dave Brantner at (262) 548-8736. **Traffic signal plans submitted for permit without a WisDOT signal engineer signature approval will be returned.** Final electronic (AutoCAD) traffic signal plan files shall be submitted to Cindy Vande Leest prior to issuance of permit.
- 2) The design consultant retained by the developer/municipality shall contact Dan Dedrick to schedule a scoping meeting prior to the signal design/update.
- 3) An engineering services agreement shall be required for the traffic signal work by WisDOT. This agreement will cover WisDOT signal design work and plan preparation (if any), the cost of any State furnished signal control equipment (above ground) and WisDOT staff time for site visits, coordination, review, and field inspection. **Requests for the engineering services agreement shall be made to Dan Dedrick a minimum of 15 days prior to the scoping meeting. The engineering services agreement shall be signed and submitted to Dan Dedrick prior to the submission of the electronic intersection geometric plans. A signed Engineering Services Agreement shall be in place prior to WisDOT performing any engineering services.**
- 4) Traffic signal plans shall be prepared in accordance with MUTCD, FDM and TSDM (Traffic Signal Design Manual) standards for all signalized intersections (current or proposed) whose design and/or operational improvements will conflict with the location of existing traffic signal system infrastructure (including, but not limited to: conduit, pull boxes, cabinets, signal poles, hardwire, and loop detectors), require readjustments to the current timing or phasing plans, or require the installation of additional or new signal infrastructure or hardware. **Plans shall be submitted in AutoCAD 2012 or later format per FDM standards requirements to WisDOT or the consultant firm preparing the traffic signal plans. Current template and block libraries can be found at <http://www.dot.wisconsin.gov/business/engrserv/roadway-design-civil3d.htm>. Plans submitted shall be in the county coordinate system.** If further verification of signal infrastructure or timing impacts based on recommended improvements is needed, questions or concerns should be directed to the WisDOT Signal Operations team (Dave Brantner) prior to permit issuance.
- 5) **If traffic signal loops are to be placed on private property as part of the signal installation, a maintenance easement to the benefit of WisDOT shall be obtained from the private property owner.** The easement shall allow the WisDOT to enter the property at its discretion to maintain the loops. The easement shall encompass an area equal to the width of the driveway and extend from the road right-of-way to 20 feet past the furthest loop detector.

Year 2015 Total Improvements

The following improvements shall be designed, constructed and paid for by the developer prior to the development opening.

WIS 142 & 128th Avenue

To minimize the impacts to the travelling public and to reduce costs to the development, it is recommended by WisDOT that the 2030 Total Improvements at this intersection be constructed in 2015.

- 1) Construct a south approach (extension of 128th Avenue) with two northbound lanes (exclusive left-turn lane, exclusive right-turn lane). The northbound right-turn lane shall have a minimum storage of 200 feet with proper taper.
- 2) Install stop control on the south approach.
- 3) The east approach shall have two westbound lanes (exclusive left-turn lane, exclusive through lane). The westbound left-turn lane shall have a minimum storage of 350 feet with proper taper.
- 4) The west approach shall have two eastbound lanes (exclusive right-turn lane, exclusive through lane). The eastbound right-turn lane shall have a minimum storage of 350 feet with proper taper.

WIS 142 & IH-94 West Frontage Road

- 1) No improvements are required at this location.

WIS 142 & IH-94 Eastbound (Southbound) Ramps

- 1) No improvements are required at this location.

WIS 142 & IH-94 Westbound (Northbound) Ramps

- 1) A fully-actuated traffic signal shall be installed at the IH-94 Westbound Ramps with protected plus permitted phasing for the eastbound left-turn movement. The new signal shall be in coordination with the signals at the IH-94 Eastbound Ramps and the IH-94 East Frontage Road.
- 2) Flashing yellow arrow indications shall be installed for the eastbound protected plus permitted left-turn phasing.
- 3) The west approach shall have three eastbound lanes (two exclusive through lanes, one exclusive left-turn lane). The eastbound left-turn lane shall be continuous to the upstream intersection.
- 4) No additional improvements are required at this location.

WIS 142 & IH-94 East Frontage Road

- 1) No improvements are required at this location.

IH-94 West Frontage Road & Mars Cheese Castle Driveway

- 1) No improvements are required at this location.

IH-94 West Frontage Road & 29th Street

- 1) No improvements are required at this location.

IH-94 West Frontage Road & Access A (vicinity of 120th Avenue)

- 1) Disconnect 120th Avenue from the IH-94 West Frontage Road via the construction of a cul-de-sac.
- 2) Construct a west approach with one eastbound lane (shared left-turn/right-turn lane). Separated turn lanes may be allowed subject to approval by WisDOT.
- 3) Install stop control on the west approach.

- 4) The north approach shall have two southbound lanes (through lane, exclusive right turn lane). The southbound right turn lane shall have a minimum storage of 200 feet with proper taper.
- 5) The south approach shall have two northbound lanes (shared left-turn/through lane and bypass lane).

CTH N/38th Street & IH-94 West Frontage Road

- 1) The west approach shall have two eastbound lanes (shared left-turn/through lane, exclusive right-turn lane). The eastbound right-turn lane shall have a minimum storage of 200 feet with proper taper.
- 2) No additional improvements are required at this location.

CTH N/38th Street & IH-94 East Frontage Road

- 1) No improvements are required at this location.

CTH N/38th Street & Access B

- 1) The improvements listed are recommendations and are subject to approval by Kenosha County.
- 2) The north approach shall have one southbound lane (shared left-turn/right-turn lane).
- 3) Install stop sign control on the north approach.
- 4) No additional improvements are required at this location.

Year 2030 Total Improvements

The following improvements shall be installed with the request for permit to do the work at the listed intersections and access points unless agreed upon to be delayed in a memorandum of understanding (MOU).

WIS 142 & 128th Avenue

- 1) Install a raised median with a minimum width of 24 feet along WIS 142. The existing 350 foot westbound left turn lane and taper shall be maintained.
- 2) No additional improvements are required at this location.

WIS 142 & IH-94 West Frontage Road

- 1) A fully actuated traffic signal shall be installed at the intersection upon meeting the warrants and the DOT authorizes its installation. **The traffic signal will not be installed until the warrants have been met and the DOT authorizes its installation.** Prior to installing the traffic signal, the side streets shall be stop sign controlled. The future traffic signal warrant study and the traffic signal installation shall be performed as a cost to the City of Kenosha/Developer. The signal will need to be coordinated with the signals at the IH-94 Eastbound Ramps, the IH-94 Westbound Ramps, and the IH-94 East Frontage Road.
- 2) The south approach shall have three northbound lanes (exclusive left-turn lane, exclusive through lane, exclusive right-turn lane). The northbound left-turn lane shall have a minimum storage of 250 feet with proper taper. The northbound right-turn lane shall have a minimum storage of 325 feet with proper taper.
- 3) The north approach shall have three southbound lanes (exclusive left-turn lane, exclusive through lane, exclusive right-turn lane). The southbound left-turn lane shall have a minimum storage of 200 feet with proper taper. The southbound right-turn lane shall maintain 115 feet of storage with proper taper.
- 4) No additional improvements are required at this location.

WIS 142 & IH-94 Eastbound (Southbound) Ramps

- 1) No improvements are required at this location.

WIS 142 & IH-94 Westbound (Northbound) Ramps

- 1) No improvements are required at this location.

WIS 142 & IH-94 East Frontage Road

- 1) No improvements are required at this location.

IH-94 West Frontage Road & Mars Cheese Castle Driveway

- 1) No improvements are required at this location.

IH-94 West Frontage Road & 29th Street

- 1) Construct a west approach with one eastbound lane (shared left-turn/through/right-turn).
- 2) Install stop control on the west approach.
- 3) The south approach shall have two northbound lanes (exclusive left-turn lane, shared through/right-turn lane). The northbound left-turn lane shall have a minimum storage of 200 feet with proper taper.
- 4) The east approach shall have one westbound lane (shared left-turn/through/right-turn).
- 5) The north approach shall have two southbound lanes (exclusive left-turn lane, shared through/right-turn lane). The southbound left-turn lane shall maintain 200 feet of storage with proper taper.

IH-94 West Frontage Road & Access A (vicinity of 120th Avenue cul-de-sac)

- 1) No improvements are required at this location.

CTH N/38th Street & IH-94 West Frontage Road

- 1) No improvements are required at this location.

CTH N/38th Street & IH-94 East Frontage Road

- 1) No improvements are required at this location.

CTH N/38th Street & 128th Avenue

- 1) The improvements listed are recommendations and are subject to approval by Kenosha County.
- 2) Construct a north approach (extension of 128th Avenue) with one southbound lane (shared left-turn/through/right-turn lane).
- 3) Install stop control on the north approach.
- 4) The west approach should have one eastbound lane (shared left-turn/through/right-turn lane).
- 5) The south approach should have one northbound lane (shared left-turn/through/right-turn lane).
- 6) The east approach should have two westbound lanes (shared left-turn/through lane, exclusive right-turn lane). The westbound right-turn lane should have a minimum storage of 300 feet with proper taper.

CTH N/38th Street & Access D

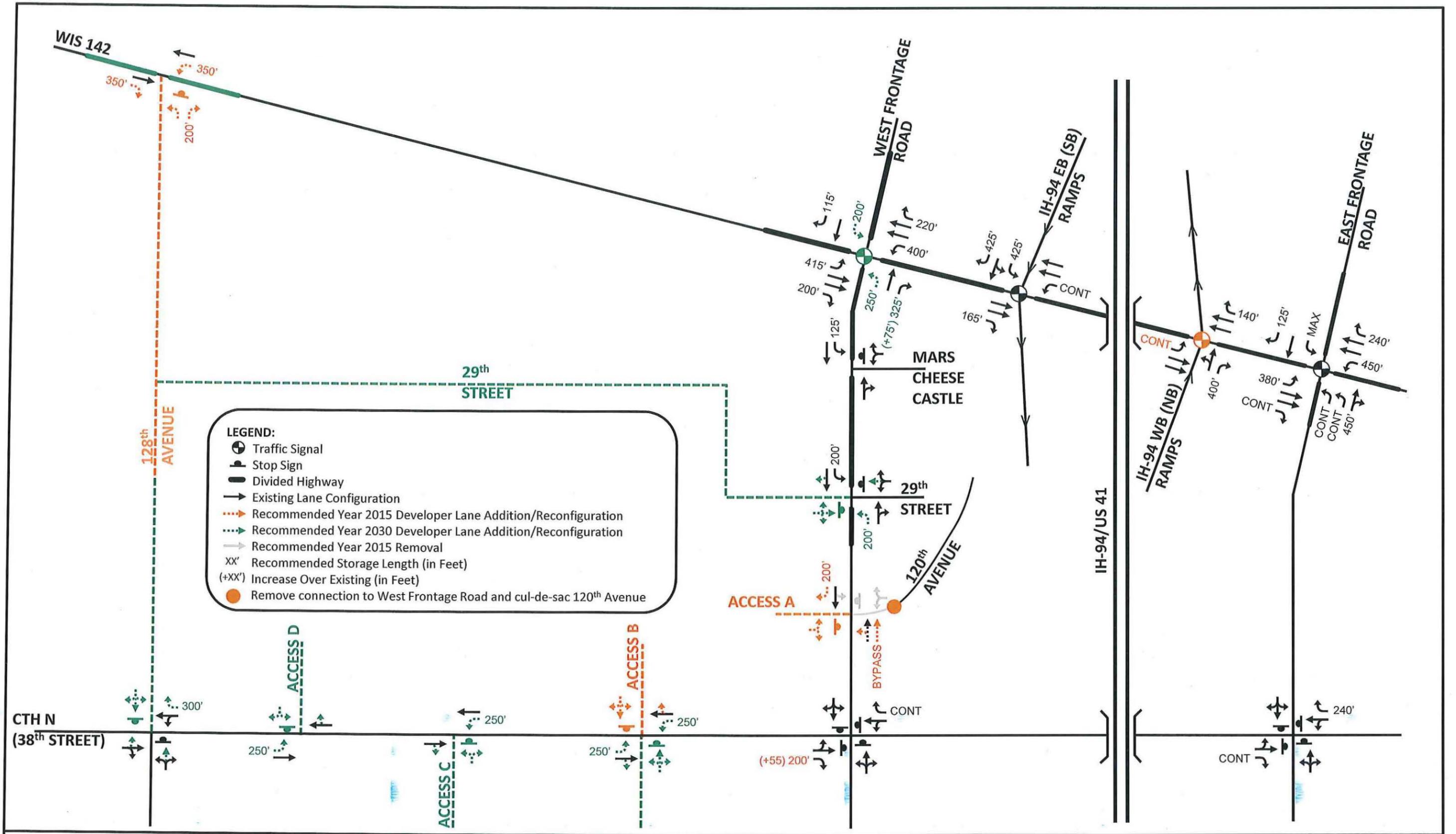
- 1) The improvements listed are recommendations and are subject to approval by Kenosha County.
- 2) Construct a north approach with one southbound lane (shared left-turn/right-turn lane).
- 3) Install stop control on the north approach.
- 4) The west approach should have two eastbound lanes (exclusive left-turn lane, exclusive through lane). The eastbound left turn lane should provide a minimum storage of 250' with proper taper. In lieu of the turn lane, a three-lane two-way left-turn lane (TWLTL) cross section could be constructed.
- 5) The east approach should have one westbound lane (shared through/right-turn lane).

CTH N/38th Street & Access C

- 1) The improvements listed are recommendations and are subject to approval by Kenosha County.
- 2) Construct a south approach with one northbound lane (shared left-turn/right-turn lane).
- 3) Install stop control on the south approach.
- 4) The east approach should have two westbound lanes (exclusive left-turn lane, exclusive through lane). The westbound left turn lane should provide a minimum storage of 250' with proper taper. In lieu of the turn lane, a three-lane two-way left-turn lane (TWLTL) cross section could be constructed.
- 5) The west approach should have one eastbound lane (shared through/right-turn lane).

CTH N/38th Street & Access B

- 1) The improvements listed are recommendations and are subject to approval by Kenosha County.
- 2) Construct a south approach with one northbound lane (shared left-turn/through/right-turn lane).
- 3) Install stop control on the south approach.
- 4) The east approach should have two westbound lanes (exclusive left-turn lane, shared through/right-turn lane). The westbound left-turn lane should provide a minimum storage of 250' with proper taper. In lieu of the turn lane, a three-lane two-way left-turn lane (TWLTL) cross section could be constructed.
- 5) The west approach should have two eastbound lanes (exclusive left-turn lane, shared through/right-turn lane). The eastbound left-turn lane should provide a minimum storage of 250' with proper taper. In lieu of the turn lane, a three-lane two-way left-turn lane (TWLTL) cross section could be constructed.



FIRST AMENDMENT TO DEVELOPMENT
AGREEMENT BETWEEN THE CITY OF
KENOSHA, THE KENOSHA WATER
UTILITY, BRIDGE KENOSHA, LLC AND
ROUTE 142, LLC

Document Number

Document Title

This space is reserved for recording data

Return to

Attorney Jon Mulligan
Office of the City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, WI 53140

08-221-25-102-021
Parcel Identification Numbers

**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT**

Between

**THE CITY OF KENOSHA, WISCONSIN
A Municipal Corporation**

And

**THE KENOSHA WATER UTILITY
A Municipal Water Utility**

And

**BRIDGE KENOSHA, LLC
A Wisconsin Limited Liability Company**

And

**ROUTE 142, LLC
A Delaware Limited Liability Company**

This First Amendment to Development Agreement, (“First Amendment”) effective as of the last date of execution is entered into between the City of Kenosha, Wisconsin, a municipal corporation duly organized and existing under the laws of the State of Wisconsin (“City”), the Kenosha Water Utility, a municipally owned public water utility duly organized and existing under the Code of General Ordinances for the City of Kenosha and Section 66.0805 of the Wisconsin Statutes (“Utility”), Bridge Kenosha, LLC, a Wisconsin limited liability company with principal offices located at 350 West Hubbard Street, Suite 430, Chicago, Illinois, 60654 (“Bridge”), and Route 142, LLC, a Delaware limited liability company with principal offices located at 12575 Uline Drive, Pleasant Prairie, Wisconsin, 53158 (“Route 142”), collectively referred to as the Parties.

RECITALS

WHEREAS, the Parties entered into a Development Agreement which was recorded with the Kenosha County Register of Deeds on April 4, 2016 as Document No. 1769052 for the development of the Real Estate shown as Lot 1 on Certified Survey Map No. 2808 recorded with the Kenosha County Register of Deeds on April 4, 2016 as Document No. 1769050 more particularly described on attached Exhibit A; and

WHEREAS, prior to the City issuance of any footing and foundation or building permits to Route 142, the Development Agreement requires Route 142 to annex additional land to the City for the completion of 128th Avenue, the approval of the Bridge and Route 142 Street Plans and the issuance of all required permits for all public street improvements by the City Engineer, Utility General Manager, Kenosha County and WDOT, and the issuance of an Erosion Control Permit by the City to Bridge; and

WHEREAS, Route 142 has expressed its urgency to the City and Utility to expedite the commencement of construction; and

WHEREAS, the permits required by the WDOT as a condition to the City issuance of any footing and foundation or building permits to Route 142 have been applied for and are pending approval but not yet issued by the WDOT; and

WHEREAS, in order to accommodate the urgency expressed by Route 142 to expedite the commencement of construction, the City and Utility are willing to allow Route 142 to proceed with its development of the Real Estate pending issuance of the WDOT permits required by the Development Agreement; and

WHEREAS, in order to allow Route 142 to proceed with its development of the Real Estate, and to allow the City issuance of footing and foundation and building permits to Route 142, an amendment to the Development Agreement is required.

NOW, THEREFORE, in consideration of the mutual promises and undertakings of the Parties, the Parties agree as follows:

1. The foregoing recitals are incorporated into this First Amendment as if fully set forth in this Paragraph.

2. Section II.B.1. of the Development Agreement is amended to read as follows:

1. Prior to City issuance of any footing and foundation permits to Route 142 for any improvements within the Real Estate, Route 142, at Route 142's cost and expense, shall acquire, annex to the City, and dedicate to the City as right-of-way, sufficient land from the parcel of land west of, and contiguous to, the Real Estate for the remaining roadbed required for the installation of the connecting portion of 128th Avenue from the turn-around to CTH N. For purposes of this paragraph "annex to the City" shall be deemed complete upon enactment of the annexation ordinance for the annexation of the land referred to in this Section II.B.1. by a two-thirds vote of the elected members of the Common Council and the signed approval of the annexation ordinance by the Mayor. For purposes of this paragraph "roadbed" is defined to be the width of the right-of-way generally associated with a road of this dimension, including but not limited to, setbacks and future sidewalk requirements as depicted on the final plans approved by City Engineer.

3. Section II.E.4. of the Development Agreement is amended to read as follows:

4. Route 142, at Route 142's cost and expense, shall restore the Real Estate to the condition prior to the commencement by Route 142 of any land disturbing activities or land disturbing construction activities as defined in Chapter XXXIII of the Code of General Ordinances in the event WDNR or USACE do not issue any required permits or approvals for the disturbance of any wetlands in connection with any improvements required to be made by Bridge and Route 142 pursuant to this Agreement, or the conditions for the issuance of the required permits or approvals are not accepted by Bridge and Route 142. No footing and foundation permits or building permits will be issued by City to Route 142 for any improvements within the Real Estate until all permits and approvals for the disturbance of

wetlands in connection with any of the improvements required to be made by Bridge and Route 142 pursuant to this Agreement have been obtained, all conditions for the issuance of the required permits or approvals are accepted by Bridge and Route 142, and an Erosion Control Permit is issued by City to ~~Bridge and~~ Route 142 pursuant to Sections ~~I.F. and~~ II.D. of this Agreement.

4. Section III.A.5.h. of the Development Agreement is amended to read as follows:

h. except as provided in Section II.B.1 and Section II.E.4. of this Agreement, all Route 142 and Bridge plans and construction specifications for land disturbing activities or land disturbing construction activities as defined in Chapter XXXIII of the Code of General Ordinances have been reviewed and approved by City Engineer and Utility General Manager; thirty percent (30%) of Route 142 Street Plans and one hundred percent (100%) of Bridge Street Plans have been reviewed and approved by City Engineer, Utility General Manager, ~~and Kenosha County and WDOT~~ prior to City issuance of any footing and foundation permits to Route 142; sixty percent (60%) of Route 142 Street Plans and one hundred (100%) of Bridge Street Plans have been reviewed and approved by City Engineer, Utility General Manager, ~~and Kenosha County and WDOT~~ prior to City issuance of any building permits to Route 142; one hundred percent (100%) of Bridge and Route 142 Street Plans have been reviewed and approved by City Engineer, Utility General Manager, Kenosha County and WDOT prior to City authorization to proceed with construction and installation of any public street improvements; and all other plans and construction specifications for the construction or installation of any of the improvements required to be made by Route 142 or Bridge pursuant to the conditional use permit and this Agreement have been reviewed and approved by City Engineer, Utility General Manger, Kenosha County and WDOT.

5. Section III.A.5.i. of the Development Agreement is amended to read as follows:

i. all **applicable** permit fees have been paid and all **applicable** permits, ~~including all Erosion Control Permits,~~ have been issued.

6. Section III.A.5.j. of the Development Agreement is amended to read as follows:

j. a pre-construction meeting attended by Route 142 **for the Route 142 improvements**, Bridge **for the Bridge improvements**, City, Utility, contractors and any consultants' inspectors has been held.

7. This First Amendment shall be recorded in the office of the Register of Deeds for Kenosha County, Wisconsin and all costs of recordation shall be paid by Route 142.

8. Capitalized terms used in this First Amendment, and not otherwise defined shall have the meanings given to such terms in the Development Agreement.

9. This First Amendment shall run with the Real Estate and shall be binding upon Route 142 and Bridge, Route 142's and Bridge's successors and assigns, and Route 142's successors in title.

10. This First Amendment shall be construed and enforced according to the laws of the State of Wisconsin. The Parties agree that any matter which may be brought or pursued in court shall be brought and maintained only in the Circuit Court for Kenosha County, Wisconsin, and each Party consents to said venue and the court's personal jurisdiction over each Party.
11. This First Amendment may be executed in any number of counterparts, each of which shall constitute an original, and which taken together shall constitute one and the same instrument.
12. Except as otherwise provided in this First Amendment, all other terms and conditions of the Development Agreement remain in full force and effect.
13. Route 142 represents to City and Utility that Route 142 is a Delaware limited liability company, is in good standing in Delaware and Wisconsin, that all acts which are a condition precedent to entering into this First Amendment have thereby taken place, and that the individual executing this First Amendment on behalf of Route 142 has the authority to do so and to bind Route 142 to the terms and conditions of this First Amendment.
14. Bridge represents to City and Utility that Bridge is a Wisconsin limited liability company, that all acts which are a condition precedent to entering into this First Amendment have thereby taken place, and that the individual executing this First Amendment on behalf of Bridge has the authority to do so and to bind Bridge to the terms and conditions of this First Amendment.
15. Utility enters into this First Amendment by authority of action taken by the Board of Water Commissioners on the _____ day of _____, 2016.
16. City enters into this First Amendment by authority of action taken by its Common Council on the _____ day of _____, 2016.

Signature Pages Follow

THE CITY OF KENOSHA, WISCONSIN
A Wisconsin Municipal Corporation

BY: _____
JOHN M. ANTARAMIAN, Mayor

Date: _____

BY: _____
DEBRA SALAS, City Clerk/Treasurer

Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this ___ day of _____, 2016, John M. Antaramian, Mayor, and Debra Salas, City Clerk/Treasurer of the City of Kenosha, Wisconsin, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the Agreement of said municipal corporation, by its authority.

Name _____
Notary Public, Kenosha County, WI.
My Commission expires/is: _____

BRIDGE KENOSHA, LLC
A Wisconsin Limited Liability Company

By: _____
ANTHONY PRICCO, Manager

Date: _____

By: _____
RONALD FRAIN, Manager

Date: _____

STATE OF ILLINOIS)
:SS.
COUNTY OF COOK)

Personally came before me this _____ day of _____, 2016 Anthony Pricco and Ronald Frain of Bridge Kenosha, LLC, a Wisconsin limited liability company to me known to be such Managers of said limited liability company, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said limited liability company, by its authority.

Name _____
Notary Public, Cook County, IL.
My Commission expires/is: _____

ROUTE 142, LLC
A Delaware Limited Liability Company

By: _____
PHILLIP D. HUNT, Executive Vice President

Date: _____

By: _____
BRAD FOLKERT, Director of Construction

Date: _____

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2016 Phillip D. Hunt and Brad Folkert as the Executive Vice President and Director of Construction of Route 142, LLC, a Delaware limited liability company, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Name _____
Notary Public, Kenosha County, WI
My Commission expires/is: _____

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, Wisconsin 53140

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Lot 1, Certified Survey Map No. 2808, recorded with the Kenosha County Register of Deeds on April 4, 2016, as Document No. 1769050 being a redivision of Certified Survey Map No. 1084 recorded in the Office of the Register of Deeds for Kenosha County, Wisconsin on January 14, 1986 in Vol. 1210 Page 114 as Document No. 747277 and lands in the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 24, and the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 25, Town 2 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin.

Tax Parcel No: 08-221-25-102-021

FIRST AMENDMENT TO DEVELOPMENT
AGREEMENT BETWEEN THE CITY OF
KENOSHA, THE KENOSHA WATER
UTILITY, BRIDGE KENOSHA, LLC AND
ROUTE 142, LLC

Document Number

Document Title

This space is reserved for recording data

Return to

Attorney Jon Mulligan
Office of the City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, WI 53140

08-221-25-102-021
Parcel Identification Numbers

**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT**

Between

**THE CITY OF KENOSHA, WISCONSIN
A Municipal Corporation**

And

**THE KENOSHA WATER UTILITY
A Municipal Water Utility**

And

**BRIDGE KENOSHA, LLC
A Wisconsin Limited Liability Company**

And

**ROUTE 142, LLC
A Delaware Limited Liability Company**

This First Amendment to Development Agreement, (“First Amendment”) effective as of the last date of execution is entered into between the City of Kenosha, Wisconsin, a municipal corporation duly organized and existing under the laws of the State of Wisconsin (“City”), the Kenosha Water Utility, a municipally owned public water utility duly organized and existing under the Code of General Ordinances for the City of Kenosha and Section 66.0805 of the Wisconsin Statutes (“Utility”), Bridge Kenosha, LLC, a Wisconsin limited liability company with principal offices located at 350 West Hubbard Street, Suite 430, Chicago, Illinois, 60654 (“Bridge”), and Route 142, LLC, a Delaware limited liability company with principal offices located at 12575 Uline Drive, Pleasant Prairie, Wisconsin, 53158 (“Route 142”), collectively referred to as the Parties.

RECITALS

WHEREAS, the Parties entered into a Development Agreement which was recorded with the Kenosha County Register of Deeds on April 4, 2016 as Document No. 1769052 for the development of the Real Estate shown as Lot 1 on Certified Survey Map No. 2808 recorded with the Kenosha County Register of Deeds on April 4, 2016 as Document No. 1769050 more particularly described on attached Exhibit A; and

WHEREAS, prior to the City issuance of any footing and foundation or building permits to Route 142, the Development Agreement requires Route 142 to annex additional land to the City for the completion of 128th Avenue, the approval of the Bridge and Route 142 Street Plans and the issuance of all required permits for all public street improvements by the City Engineer, Utility General Manager, Kenosha County and WDOT, and the issuance of an Erosion Control Permit by the City to Bridge; and

WHEREAS, Route 142 has expressed its urgency to the City and Utility to expedite the commencement of construction; and

WHEREAS, the permits required by the WDOT as a condition to the City issuance of any footing and foundation or building permits to Route 142 have been applied for and are pending approval but not yet issued by the WDOT; and

WHEREAS, in order to accommodate the urgency expressed by Route 142 to expedite the commencement of construction, the City and Utility are willing to allow Route 142 to proceed with its development of the Real Estate pending issuance of the WDOT permits required by the Development Agreement; and

WHEREAS, in order to allow Route 142 to proceed with its development of the Real Estate, and to allow the City issuance of footing and foundation and building permits to Route 142, an amendment to the Development Agreement is required.

NOW, THEREFORE, in consideration of the mutual promises and undertakings of the Parties, the Parties agree as follows:

1. The foregoing recitals are incorporated into this First Amendment as if fully set forth in this Paragraph.
2. Section II.B.1. of the Development Agreement is amended to read as follows:
 1. Prior to City issuance of any footing and foundation permits to Route 142 for any improvements within the Real Estate, Route 142, at Route 142's cost and expense, shall acquire, annex to the City, and dedicate to the City as right-of-way, sufficient land from the parcel of land west of, and contiguous to, the Real Estate for the remaining roadbed required for the installation of the connecting portion of 128th Avenue from the turn-around to CTH N. For purposes of this paragraph "annex to the City" shall be deemed complete upon enactment of the annexation ordinance for the annexation of the land referred to in this Section II.B.1. by a two-thirds vote of the elected members of the Common Council and the signed approval of the annexation ordinance by the Mayor. For purposes of this paragraph "roadbed" is defined to be the width of the right-of-way generally associated with a road of this dimension, including but not limited to, setbacks and future sidewalk requirements as depicted on the final plans approved by City Engineer.
3. Section II.E.4. of the Development Agreement is amended to read as follows:
 4. Route 142, at Route 142's cost and expense, shall restore the Real Estate to the condition prior to the commencement by Route 142 of any land disturbing activities or land disturbing construction activities as defined in Chapter XXXIII of the Code of General Ordinances in the event WDNR or USACE do not issue any required permits or approvals for the disturbance of any wetlands in connection with any improvements required to be made by Bridge and Route 142 pursuant to this Agreement, or the conditions for the issuance of the required permits or approvals are not accepted by Bridge and Route 142. No footing and foundation permits or building permits will be issued by City to Route 142 for any improvements within the Real Estate until all permits and approvals for the disturbance of

wetlands in connection with any of the improvements required to be made by Bridge and Route 142 pursuant to this Agreement have been obtained, all conditions for the issuance of the required permits or approvals are accepted by Bridge and Route 142, and an Erosion Control Permit is issued by City to Route 142 pursuant to Section II.D. of this Agreement.

4. Section III.A.5.h. of the Development Agreement is amended to read as follows:
 - h. except as provided in Section II.B.1 and Section II.E.4. of this Agreement, all Route 142 and Bridge plans and construction specifications for land disturbing activities or land disturbing construction activities as defined in Chapter XXXIII of the Code of General Ordinances have been reviewed and approved by City Engineer and Utility General Manager; thirty percent (30%) of Route 142 Street Plans and one hundred percent (100%) of Bridge Street Plans have been reviewed and approved by City Engineer, Utility General Manager, and Kenosha County prior to City issuance of any footing and foundation permits to Route 142; sixty percent (60%) of Route 142 Street Plans and one hundred (100%) of Bridge Street Plans have been reviewed and approved by City Engineer, Utility General Manager, and Kenosha County prior to City issuance of any building permits to Route 142; one hundred percent (100%) of Bridge and Route 142 Street Plans have been reviewed and approved by City Engineer, Utility General Manager, Kenosha County and WDOT prior to City authorization to proceed with construction and installation of any public street improvements; and all other plans and construction specifications for the construction or installation of any of the improvements required to be made by Route 142 or Bridge pursuant to the conditional use permit and this Agreement have been reviewed and approved by City Engineer, Utility General Manger, Kenosha County and WDOT.
5. Section III.A.5.i. of the Development Agreement is amended to read as follows:
 - i. all applicable permit fees have been paid and all applicable permits have been issued.
6. Section III.A.5.j. of the Development Agreement is amended to read as follows:
 - j. a pre-construction meeting attended by Route 142 for the Route 142 improvements, Bridge for the Bridge improvements, City, Utility, contractors and any consultants' inspectors has been held.
7. This First Amendment shall be recorded in the office of the Register of Deeds for Kenosha County, Wisconsin and all costs of recordation shall be paid by Route 142.
8. Capitalized terms used in this First Amendment, and not otherwise defined shall have the meanings given to such terms in the Development Agreement.
9. This First Amendment shall run with the Real Estate and shall be binding upon Route 142 and Bridge, Route 142's and Bridge's successors and assigns, and Route 142's successors in title.
10. This First Amendment shall be construed and enforced according to the laws of the State of Wisconsin. The Parties agree that any matter which may be brought or pursued in court

shall be brought and maintained only in the Circuit Court for Kenosha County, Wisconsin, and each Party consents to said venue and the court's personal jurisdiction over each Party.

11. This First Amendment may be executed in any number of counterparts, each of which shall constitute an original, and which taken together shall constitute one and the same instrument.
12. Except as otherwise provided in this First Amendment, all other terms and conditions of the Development Agreement remain in full force and effect.
13. Route 142 represents to City and Utility that Route 142 is a Delaware limited liability company, is in good standing in Delaware and Wisconsin, that all acts which are a condition precedent to entering into this First Amendment have thereby taken place, and that the individual executing this First Amendment on behalf of Route 142 has the authority to do so and to bind Route 142 to the terms and conditions of this First Amendment.
14. Bridge represents to City and Utility that Bridge is a Wisconsin limited liability company, that all acts which are a condition precedent to entering into this First Amendment have thereby taken place, and that the individual executing this First Amendment on behalf of Bridge has the authority to do so and to bind Bridge to the terms and conditions of this First Amendment.
15. Utility enters into this First Amendment by authority of action taken by the Board of Water Commissioners on the _____ day of _____, 2016.
16. City enters into this First Amendment by authority of action taken by its Common Council on the _____ day of _____, 2016.

Signature Pages Follow

THE CITY OF KENOSHA, WISCONSIN
A Wisconsin Municipal Corporation

BY: _____
JOHN M. ANTARAMIAN, Mayor

Date: _____

BY: _____
DEBRA SALAS, City Clerk/Treasurer

Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this ___ day of _____, 2016, John M. Antaramian, Mayor, and Debra Salas, City Clerk/Treasurer of the City of Kenosha, Wisconsin, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the Agreement of said municipal corporation, by its authority.

Name _____
Notary Public, Kenosha County, WI.
My Commission expires/is: _____

ROUTE 142, LLC
A Delaware Limited Liability Company

By: _____
PHILLIP D. HUNT, Executive Vice President

Date: _____

By: _____
BRAD FOLKERT, Director of Construction

Date: _____

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2016 Phillip D. Hunt and Brad Folkert as the Executive Vice President and Director of Construction of Route 142, LLC, a Delaware limited liability company, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Name _____
Notary Public, Kenosha County, WI
My Commission expires/is: _____

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, Wisconsin 53140

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Lot 1, Certified Survey Map No. 2808, recorded with the Kenosha County Register of Deeds on April 4, 2016, as Document No. 1769050 being a redivision of Certified Survey Map No. 1084 recorded in the Office of the Register of Deeds for Kenosha County, Wisconsin on January 14, 1986 in Vol. 1210 Page 114 as Document No. 747277 and lands in the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 24, and the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 25, Town 2 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin.

Tax Parcel No: 08-221-25-102-021

TO: John M. Antaramian, Mayor
Members of the City of Kenosha Common Council
Members of the City of Kenosha Finance Committee

FROM: Martha Swartz, Senior Property Maintenance Inspector
Department of Community Development and Inspections

RE: **Change Order in the Amount of \$30,182.50 for contract Between The City of Kenosha, WI and Macemon & Sons, Inc to Raze a Commercial Building and Restore Lot at 6415 28th Avenue (Parcel #01-122-01-161-019) (Commonly referred to as the Bastrup Property) (District 8)**

DATE: June 2, 2016

The vacant building at 6415 28th Avenue (known as the Bastrup Building) had been in disrepair when in October, 2014, the east wall and roof collapsed. An Order to Raze and Remove Personal Property was recorded at the Register of Deeds on October 2, 2014. No injunction was filed to prevent razing and the raze process began. On August 14, 2015, there was a catastrophic fire at the property.

On December 7, 2015, the City of Kenosha Common Council approved the contract between the City of Kenosha and Macemon & Sons, Inc. to raze the commercial building and restore the lot at 6415 28th Avenue, a site commonly known as the Bastrup Property. Because of the collapsed roof on the building prior to the fire, a complete inspection of the interior of the building was not possible due to safety concerns. After the fire, the building was unable to be entered at all.

As the raze progressed and the contractor removed the concrete floor, he discovered three buried tanks, which were not anticipated. We had previously checked with the Wisconsin Department of Natural Resources (WDNR) prior to the raze and the records showed that the three tanks on the property had been removed. The first tank found was about 8,000 gallons and filled with concrete. The WDNR said that at the time the tank was "removed", filling with concrete was a form of removal. The other two tanks were found to be unregistered tanks. At the time the tanks were discovered, the City contracted with AECOM, who supervised the removal of the tanks, did soil testing and provided a site report.

Also found were three previously unknown basement areas and several large concrete pads. These items were not in the contract and were an extra to the contract.

Recommendation: Due to the unanticipated conditions encountered during the demolition process, a recommendation is made to approve the project change order.

Maccemon & Sons, Inc.

5927 Middle Road
Racine, WI. 53402

262-639-0296
262-639-2612

maccemoninc@hotmail.com



Invoice

Bill To:

City of Kenosha - Dept of Finan
625 - 52nd Street
Municipal Building - Room 208
Kenosha, WI 53140

Invoice No: 109774
Date: 4/8/2016
Terms: Net 30
Due Date: 5/8/2016

Code	Description	Qty/Hours	Rate	Amount
	Location: 6415 - 28th Avenue Kenosha WI	1.00	\$0.00	\$0.00
	Dig out addition from basement, remove three foundation walls, concrete floor, concrete roof beams, backfill w/ fill dirt	1.00	\$4,100.00	\$4,100.00
	Bust out concrete inside tank, remove concrete from inside of tank, remove fuel tank, smash tank to load on truck, backfill tank area, remove concrete debris from site. Remove concrete sidewalk (one square) lay cold patch.	1.00	\$5,800.00	\$5,800.00
	1. Three Tanks: Dug up two tanks and placed on site - dug around one tank to expose tank. Expose third tank, remove pipe, remove concrete around tank, remove from site.	1.00	\$2,300.00	\$2,300.00
	2. Basement area 38 X 38 wide by 8 to 10' deep - remove four foundation walls and footings, foundation stays along sidewalk - will bust out 1 1/2' below top of foundation wall.	1.00	\$0.00	\$0.00
	Backfill will dirt, remove all concrete debris off site Basement (pit) 15 X 27 wide by 5' deep - remove foundation walls and footings, concrete floor, remove concrete debris from site, backfill w/dirt, grade out.	1.00	\$16,800.00	\$16,800.00
	3. Cap sewer in first basement, bust out wall, footings and cap sewer	1.00	\$1,182.50	\$1,182.50

Subtotal	\$30,182.50
Total	\$30,182.50
Deposit	\$0.00
Balance Due	\$30,182.50



Brock Portilia
Director – Finance & Administration
Ph: 262.925.3468
bportilia@kaba.org

DATE: April 27, 2016

TO: Jeffrey Labahn, AICP
Director of City Development, City of Kenosha

Frank Pacetti
City Administrator, City of Kenosha

FROM: Brock Portilia, Director – Finance & Administration
Kenosha Area Business Alliance, Inc.

RE: KABA 2016 1st Quarter Loan Reports

In accordance with the terms in KABA's current City/Federal assisted project contracts, we are pleased to provide you with the quarterly reports for the period ending March 31, 2016. The enclosed reports are for the following projects:

1. Business Retention & Expansion Program Summary Report
2. City RLF Loan Fund
3. City TID #4 Downtown Loan Fund
4. UDAG Loan Fund

These reports have also been submitted for the City Finance Committee and all City Council Members.

Should you have any questions regarding the attached or desire additional information, please contact me at your convenience.

Enclosures

cc: City Finance Director
Council Members

Business Retention & Expansion (BR|E) Report

May 2016

*Presented by: Heather Wessling, Vice President of Economic Development
at the May 25, 2016 Board of Directors meeting*

Company Visits

- Met with 28 companies from January 1, 2016 to April 30, 2016.
- Recent visits include Meijer, Puratos Chocolate USA, Monarch Plastics, InSinkErator, Niagara, OffSite and Clark Dietz's new office in downtown Kenosha.
- Coordinated with Wisconsin Economic Development Corporation (WEDC) in assisting two existing companies with their applications and connected them to possible jobs tax credits for retention and expansion plans.

Key Takeaways

- Kenosha companies are investing in hiring and training. Kenosha County companies rely heavily on employees as experts in managing and developing new technologies that drive modern manufacturing processes.
- Food manufacturing, supply chain including logistics is an industry driver for Kenosha County.
- New food companies are attracted to Kenosha County as existing companies prove to thrive in our environment.

Follow-Up Actions

- Researched and offered key data points to highlight competitive and expanding food industry in Kenosha County. View Kenosha News article here: <http://bit.ly/1WcPenq>
- Co-hosting a Manufacturers Forum on 'Additive Manufacturing' coordinating with Mike Holden, a Snap-On Senior Industrial Designer, and with Mike Colbert, NIM EIGER Lab's Assistant Director. Case studies to be presented by Kenall Manufacturing and also by Thor-Kast Milwaukee. This regional approach will offer companies access to a larger network and offer diverse applications of additive manufacturing taking place throughout Southeast Wisconsin.
- W.E. Upjohn has completed the draft of the results of the employer based survey for Kenosha County. We are in process of completing the commuter survey and generating results internally to share with the W.E. Upjohn Team. Talent summit to release the results is planned for May 24th and May 25th.

Key Metric

(as provided to and published by the Kenosha News in Sunday's feature story on April 17, 2016)

- See next page.

Food Processing in a thriving industry in Kenosha County

Companies operating in the food processing sector:

- | | | |
|---|--|---|
| 1. Affiliated Foods Midwest  | 9. Heartland Produce  | 16. Pepsi Americas  |
| > 235 employees | > 95 employees | > 130 employees |
| 2. Aqua Terra Farms  | 10. Kenosha Beef International/ Birchwood Foods  | 17. Puratos Chocolate USA |
| > 3 employees | > 475 employees | > 30 employees |
| 3. Ardent Mills | 11. LMI Packaging   | 18. Roundy's Commissary |
| > 35 employees | > 35 employees | > 200 employees |
| 4. Calumet Diversified Meats  | 12. Meijer  | 19. ST Specialty Foods |
| > 125 employees | > 400 employees | > 35 employees |
| 5. Fair Oaks Farms  | 13. Niagara Bottling | 20. SuperValu |
| > 265 employees | > 75 employees | > 35 employees |
| 6. Good Foods Group  | 14. Ocean Spray Cranberries | 21. Transchemco  |
| > 125 employees | > 210 employees | > 7 employees |
| 7. Gordon Food Service  | 15. Olds Products Co.  | 21. Visko Teepak |
| > 350 employees | > 60 employees | > 100 employees |
| 8. Gourmet Foods Int.  | | |
| > 25 employees (distribution) | | |

 = headquarters

 = supply manufacturing for the food industry

 = distribution

KENOSHA AREA BUSINESS ALLIANCE
City Revolving Loan Fund
Quarterly Status Report *

Period January 1, 2016 through March 31, 2016

Bank Account Balance as of 1/1/16:	\$ 824,669.69
Plus Loan Principal & Interest Received:	\$ 34,259.97
Plus Bank Interest Income:	\$ 277.53
Plus CD Proceeds (Incl. Interest):	\$ -
Plus Loan & Service Income:	\$ -
Less Loan Disbursements:	\$ -
Less CD Purchases:	\$ -
Less Bank/Loan/Service/Legal Expenses:	\$ -
Less Administrative Allocation for 2015:	\$ 66,912.00
Less City Branding Sponsorship Fee:	\$ -
Balance In Bank Account as of 3/31/16:	<u>\$ 792,295.19</u>
Less Outstanding Commitments as of 3/31/16:	\$ -
Less Approved Loans (Commitments Pending):	<u>\$ -</u>
Balance Available for Loans:	<u><u>\$ 792,295.19</u></u>

* There were no loans in arrears as of this report date.

* See attached summary for all active loans in this account.

KENOSHA AREA BUSINESS ALLIANCE, INC. AND ITS SUBSIDIARY
LOAN FUND/ADVANCE RECEIVABLE ANALYSIS SCHEDULE
For the Three Months Ended March 31, 2016

	Original Principal Balance	Principal Balance at 1/1/2016	Current Year Borrowings	Principal Receipts YTD 3/31/2016	Interest Receipts YTD 3/31/2016	Principal Balance 3/31/2016
City Revolving Loan Fund (CITY/RLF)						
OFFSITE, LLC	\$ 300,000.00	\$ 259,803.78		\$ 2,814.26	\$ 2,588.68	\$ 256,989.52
Cast, LLC	\$ 100,000.00	\$ 81,046.42		\$ 1,311.47	\$ 1,209.16	\$ 79,734.95
Pacific Sands, Inc.	\$ 125,000.00	\$ 66,064.76		\$ 4,389.36	\$ 969.09	\$ 61,675.40
Converting Solutions, Inc.	\$ 26,600.00	\$ 18,345.01		\$ 906.23	\$ 202.99	\$ 17,438.78
DHT (Toolamtion Services)	\$ 253,750.00	\$ 381,022.27		\$ 3,101.88	\$ 4,512.39	\$ 377,920.39
War Eagle Investments, LLC (GEM Mfg.)	\$ 375,000.00	\$ 373,964.34		\$ 2,758.97	\$ 4,663.09	\$ 371,205.37
GFI Midwest, LLC	\$ 250,000.00	\$ 250,000.00		\$ 3,359.72	\$ 1,472.68	\$ 246,640.28
Total	\$ 1,430,350.00	\$ 1,430,246.58	\$ -	\$ 18,641.89	\$ 15,618.08	\$ 1,411,604.69

**KENOSHA AREA BUSINESS ALLIANCE
City TID #4 Downtown Revolving Loan Fund
Quarterly Status Report ***

Period January 1, 2016 through March 31, 2016

Bank Account Balance as of 1/1/16:	\$	643,366.82
Plus Funds Received from City	\$	10,044.99
Plus Loan Principal & Interest Received:	\$	296.41
Plus Bank Interest Income:	\$	-
Plus CD Proceeds (Incl. Interest):	\$	-
Plus Loan & Service Income:	\$	-
Less Loan Disbursements:	\$	-
Less CD Purchases:	\$	-
Less Bank/Loan/Service/Legal Expenses:	\$	-
Less Administrative Allocation for 2015:	\$	17,406.00
Balance In Bank Account as of 3/31/16:	\$	<u>636,302.22</u>
Less Outstanding Commitments as of 3/31/16:	\$	-
Less Approved Loans (Commitments Pending):	\$	-
Balance Available for Loans:	\$	<u><u>636,302.22</u></u>

* There were no loans in arrears as of this report date.

* See attached summary for all active loans in this account.

KENOSHA AREA BUSINESS ALLIANCE, INC. AND ITS SUBSIDIARY
 LOAN FUND/ADVANCE RECEIVABLE ANALYSIS SCHEDULE
 For the Three Months Ended March 31, 2016

	Original Principal Balance	Principal Balance at 1/1/2016	Current Year Borrowings	Principal Receipts YTD 3/31/2016	Interest Receipts YTD 3/31/2016	Principal Balance 3/31/2016	Current Interest Rate
City TID #4 Downtown Kenosha RLF							
Mike's Kenosha Downtown Tavern	\$ 180,000.00	\$ 158,326.91		\$ 3,762.19	\$ 1,963.46	\$ 154,564.72	5.00%
MIKA Brands (Kitchen Cubes)	\$ 100,000.00	\$ 96,782.18		\$ 768.58	\$ 1,206.59	\$ 96,013.60	5.00%
Cast, LLC	\$ 118,400.00	\$ 116,947.66		\$ 886.00	\$ 1,458.17	\$ 116,061.66	5.00%
Total	\$ 398,400.00	\$ 372,056.75	\$ -	\$ 5,416.77	\$ 4,628.22	\$ 366,639.98	

**KENOSHA AREA BUSINESS ALLIANCE
Urban Development Action Grant Loan Fund
Quarterly Status Report ***

Period January 1, 2016 through March 31, 2016

Bank Account Balance as of 1/1/16:	\$ 1,071,957.87
Plus Loan Principal & Interest Received:	\$ 60,684.05
Plus Bank Interest Income:	\$ 463.67
Plus CD Proceeds (Incl. Interest):	\$ -
Plus Loan & Service Income:	\$ -
Less Loan Disbursements:	\$ -
Less CD Purchases:	\$ -
Less Bank/Loan/Service/Legal Expenses:	\$ -
Less Administrative Allocation for 2015:	\$ 74,045.00
Balance In Bank Account as of 3/31/16:	<u>\$ 1,059,060.59</u>
Less Outstanding Commitments as of 3/31/16:	\$ -
Less Approved Loans (Commitments Pending):	\$ -
Balance Available for Loans:	<u><u>\$ 1,059,060.59</u></u>

(1) Loan proceeds to: N/A

(2) Commitment due to: N/A

* There were no loans in arrears as of this report date.

* See attached summary for all active loans in this account.

KENOSHA AREA BUSINESS ALLIANCE, INC. AND ITS SUBSIDIARY
LOAN FUND/ADVANCE RECEIVABLE ANALYSIS SCHEDULE
For the Three Months Ended March 31, 2016

	Original Principal Balance	Principal Balance at 1/1/2016	Current Year Borrowings	Principal Receipts YTD 3/31/2016	Interest Receipts YTD 3/31/2016	Principal Balance 3/31/2016	Current Interest Rate
Urban Development Action Grant Revolving Loan Fund (UDAG)							
Garetto Real Estate, LLC	\$ 500,000.00	\$ 347,043.70		\$ 7,989.26	\$ 3,447.81	\$ 339,054.44	4.00%
Kenosha National, LLC	\$ 197,500.00	\$ 79,294.44		\$ 5,296.09	\$ 969.17	\$ 73,998.35	5.00%
Bradshaw Medical, Inc.	\$ 600,000.00	\$ 381,820.46		\$ 14,576.48	\$ 2,827.27	\$ 367,243.98	3.25%
OFFSITE, LLC	\$ 500,000.00	\$ 433,006.45		\$ 4,690.43	\$ 4,314.46	\$ 428,316.02	4.00%
Rustic Ventures, LLC	\$ 82,500.00	\$ 43,147.26		\$ 2,961.43	\$ 421.61	\$ 40,185.83	4.00%
Cast, LLC	\$ 40,000.00	\$ 32,418.75		\$ 524.58	\$ 483.66	\$ 31,894.17	6.00%
Mike's Kenosha Downtown Tavern	\$ 70,000.00	\$ 61,571.63		\$ 1,463.07	\$ 763.56	\$ 60,108.56	5.00%
The Blast Shop	\$ 140,000.00	\$ 116,779.68		\$ 4,485.90	\$ 1,441.11	\$ 112,293.78	5.00%
Toolamation Services (DHT)	\$ 96,960.00	\$ 87,639.91		\$ 3,053.63	\$ 974.53	\$ 84,586.28	4.50%
Total	\$ 2,226,960.00	\$ 1,582,722.28	\$ -	\$ 45,040.87	\$ 15,643.18	\$ 1,537,681.41	

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: 05/24/16

Prepared By: *MKS*

Reviewed By: 

START DATE FOR SUMMARY: 5/01 END DATE FOR SUMMARY: 5/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
158130	5/02	KENOSHA HOUSING AUTHORITY	217-06-51617-259-000 217-06-52602-259-000	#5919959 - 5/16 RENT #5919966 - 3/16 CHECK TOTAL	15,160.00 1,147.52 16,307.52
158131	5/04	BINDELLI CONSTRUCTION INC	110-09-56501-259-569 110-09-56501-259-569 110-09-56501-259-569	04/16 2217 52 ST BOA 04/16 6409 11 AVE 03/16 5706 8 AVE CHECK TOTAL	254.00 90.12 85.00 429.12
158132	5/04	WISCONSIN STEAM CLEANER	110-05-55109-235-000 110-05-55109-235-000	04/16 PREVENTATIVE M 04/16 REPAIRS CHECK TOTAL	125.00 79.55 204.55
158133	5/04	RNOW, INC.	630-09-50101-393-000	04/16 PARTS/MATERIAL	147.37
158134	5/04	KENOSHA CO HEALTH DIVISION	110-04-54101-252-000	05/16-HEALTH SVCS	57,508.75
158135	5/04	ICMA RETIREMENT TRUST	110-00-21572-000-000 110-00-21599-000-000 110-00-21524-000-000	4/16-30/16 CONTRIBS 4/16-30/16 CONTRIBS 4/16-30/16 CONTRIBS CHECK TOTAL	68,768.38 9,975.81 460.00 79,204.19
158136	5/04	JANTZ TOWING SERVICE	630-09-50101-393-000	04/16-SE#1951 MERCHA	360.00
158137	5/04	KRANZ, INC.	630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000	04/16-SE MATERIALS 04/16-SE PRODUCTS & 04/16-SE PRODUCTS & CHECK TOTAL	1,388.97 450.15 301.95 2,141.07
158138	5/04	KENOSHA JOINT SERVICES	110-02-52111-251-000 110-02-52202-251-000	05/16 SERVICES 05/16 SERVICES CHECK TOTAL	226,932.00 56,733.00 283,665.00
158139	5/04	KENOSHA CO HUMANE SOCIETY	110-04-54102-254-000	04/16-ANIMAL CONTROL	12,480.60
158140	5/04	UNITED HOSPITAL SYSTEMS INC	206-02-52205-318-000	03/16 DRUGS	665.70
158141	5/04	KENOSHA NEWS	520-09-50301-328-000 110-01-50101-321-000 110-01-50101-321-000 110-01-50101-321-000	TRANSIT MAP 04/16-CT RES 43-16 P 04/16-CT NTC PUBLISH 04/16-CT 2ND READ OR CHECK TOTAL	125.00 34.49 25.78 20.42 205.69

START DATE FOR SUMMARY: 5/01 END DATE FOR SUMMARY: 5/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
158142	5/04	KENOSHA COUNTY	110-02-52105-283-000	05/16 MONTHLY RENT	9,704.67
158143	5/04	STATE OF WISCONSIN	110-00-21901-999-000	03/16 COURT COSTS	27,136.30
			110-00-21911-999-000	03/16 COURT COSTS	14,525.10
			110-00-45104-999-000	03/16 COURT COSTS	4,720.00
				..... CHECK TOTAL	46,381.40
158144	5/04	WISCONSIN FUEL & HEATING	630-09-50101-393-000	04/16-CE LUBRICANTS/	1,696.00
			110-03-53117-341-000	04/16-WA LUBRICANTS/	398.75
				..... CHECK TOTAL	2,094.75
158145	5/04	FABICK	630-09-50101-393-000	04/16 SE #2922 PARTS	453.42
			630-09-50101-393-000	03/16 SE #2885 PARTS	122.34
			630-09-50101-393-000	03/16 SE #3207 PARTS	98.16
			630-09-50101-393-000	04/16 SE #2887 PARTS	88.62
				..... CHECK TOTAL	762.54
158146	5/04	BEACON ATHLETICS	110-05-55102-361-000	STRING WINDER	382.80
158147	5/04	SHRED-IT USA	110-02-52101-219-000	04/16 DOC SHREDDING	29.43
158148	5/04	CUMMINS NPOWER, LLC	630-09-50101-393-000	04/16 SE #2061 PARTS	96.78
			520-09-50201-347-000	04/16 TD CREDIT PART	82.50CR
				..... CHECK TOTAL	14.28
158149	5/04	BENTLEY SYSTEMS, INC.	631-09-50101-233-000	MICROSTATION SELECT	1,754.00
			501-09-50103-233-000	MICROSTATION SELECT	1,754.00
			631-09-50101-233-000	INROADS SELECT	1,277.00
			631-09-50101-233-000	CONNECTION PASSPORT	1,152.00
			110-01-51601-233-000	MICROSTATION SELECT	877.00
			631-09-50101-233-000	INTERPLOT SERVER	638.00
			631-09-50101-233-000	DESCARTES	538.00
			631-09-50101-233-000	SURVEY SELECT	321.00
				..... CHECK TOTAL	8,311.00
158150	5/04	HENRY SCHEIN	206-02-52205-318-000	04/16-FD MED SUPPLIE	586.63
			206-02-52205-318-000	04/16-FD MED SUPPLIE	360.15
			206-02-52205-318-000	04/16-FD MED SUPPLIE	293.41
			206-02-52205-318-000	04/16-FD MED SUPPLIE	277.21
			206-02-52205-318-000	04/16-FD MED SUPPLIE	122.58
				..... CHECK TOTAL	1,639.98

START DATE FOR SUMMARY: 5/01 END DATE FOR SUMMARY: 5/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
158151	5/04	JANTZ'S YARD 4 AUTOMOTIVE	630-09-50101-393-000	04/16-SE#3145 PARTS	85.00
158152	5/04	ALIA, DUMEZ, DUNN & MCTERNAN	110-09-56402-219-000	04/16 SERVICES	2,519.00
158153	5/04	FASTENAL COMPANY	632-09-50101-389-000	04/16 SE TOOLS/MATER	152.10
			630-09-50101-393-000	04/16 SE #2308 TOOLS	70.54
			632-09-50101-389-000	04/16 SE TOOLS/MATER	20.25
			520-09-50201-317-000	04/16 TD TOOLS / MAT	5.44
				..... CHECK TOTAL	248.33
158154	5/04	KENOSHA CO UNDERWATER RESCUE	110-02-52201-323-000	2016 DUES	50.00
158155	5/04	AMERICAN HYDRAULICS	630-09-50101-393-000	04/16 SE PARTS/SERVI	3,096.00
			630-09-50101-393-000	04/16 SE PARTS/SERVI	3,096.00
			630-09-50101-393-000	04/16 SE #2282 PARTS	1,885.00
				..... CHECK TOTAL	8,077.00
158156	5/04	CDW-G	110-02-52101-363-000	HP LASERJET PRO	555.45
			110-02-52206-366-000	04/16 DP COMPUTER EQ	195.48
				..... CHECK TOTAL	750.93
158157	5/04	MOHAWK MFG. & SUPPLY CO.	520-09-50201-347-000	04/16-TD BUS PARTS	68.20
158158	5/04	STAPLES	110-02-52103-311-000	04/16-PD OFFICE SUPP	101.41
			110-01-51301-311-000	04/16-DP OFFICE SUPP	63.19
				..... CHECK TOTAL	164.60
158159	5/04	NATIONAL ASSOCIATION OF	110-02-52204-323-000	5/14/16-5/13/17	55.00
158160	5/04	DEMARK, KOLBE & BRODEK, SC	110-01-50101-219-000	03/16 LEGAL SERVICE	1,020.00
158161	5/04	MSC INDUSTRIAL SUPPLY	110-02-52203-385-000	04/16-FD SUPPLIES/RE	282.98
			520-09-50201-347-000	04/16-TD SHOP SUPPLI	279.53
			520-09-50201-347-000	04/16-TD SHOP SUPPLI	57.89
				..... CHECK TOTAL	620.40
158162	5/04	FORCE AMERICA	630-09-50101-393-000	04/16 SE PARTS/MATER	196.03
158163	5/04	MENARDS (KENOSHA)	110-05-55109-244-000	04/16 PAINT/GRAFITTI	119.35
			521-09-50101-344-000	04/16-AR MERCHANDISE	77.77
			110-03-53109-374-000	04/16-ST MERCHANDISE	64.96
			110-02-52206-344-000	04/16 FD MERCHANDISE	63.98
			110-05-55109-344-000	04/16-PA MERCHANDISE	60.86
			630-09-50101-393-000	04/16-CE MERCHANDISE	54.99
			110-05-55109-344-000	04/16-PA MERCHANDISE	54.35
			110-05-55109-361-000	04/16-PA MERCHANDISE	47.08
			110-05-55109-246-000	04/16-PA MERCHANDISE	45.05
			501-09-50105-357-000	04/16-ST MERCHANDISE	44.23
			110-05-55109-249-000	04/16-PA MERCHANDISE	26.76

START DATE FOR SUMMARY: 5/01 END DATE FOR SUMMARY: 5/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			520-09-50201-347-000	04/16 TD MISC MERCHA	12.97
			520-09-50201-246-000	04/16-TD MERCHANDISE	10.78
			520-09-50201-246-000	04/16-TD MERCHANDISE	10.47
			110-03-53110-389-000	04/16 ST MERCHANDISE	8.99
			110-05-55109-344-000	04/16-PA MERCHANDISE	5.88
			110-05-55109-344-000	04/16-PA RETURN MERC	16.99CR
				..... CHECK TOTAL	691.48
158164	5/04	SHERRILL TREE	501-09-50106-344-000	SWU SUPPLIES	2,458.59
			501-09-50106-344-000	04/16-SWU SUPPLIES	313.95
				..... CHECK TOTAL	2,772.54
158165	5/04	DYNAMIC RECYCLING, INC	205-03-53118-253-000	04/16 RECYCLE ELECTR	2,150.46
158166	5/04	VERNON GRAPHIX	110-01-51801-246-000	VINYL LETTERING APP	90.00
158167	5/04	TRUSTMARK VOLUNTARY BENEFIT	110-00-21538-000-000	04/16 DEDUCTIONS	1,599.47
158168	5/04	AFFORDABLE TREE CARE LLC	407-11-51502-219-000	04/16 TREE REMOVAL -	9,447.24
158169	5/04	ANAYA'S AUTO REPAIR	630-09-50101-393-000	04/16 SE #2410 AUTOM	136.94
			630-09-50101-393-000	04/16 SE #2537 AUTOM	91.29
				..... CHECK TOTAL	228.23
158170	5/04	KENOSHA COUNTY TREASURER	110-00-21910-999-000	03/16 FEES COLLECTED	11,411.27
			110-00-21901-999-000	03/16 FEES COLLECTED	4,208.81
			110-00-21910-999-000	03/16 FEES COLLECTED	610.56
				..... CHECK TOTAL	16,230.64
158171	5/04	WHOLESALE DIRECT INC	630-09-50101-393-000	04/16 CE PARTS/MATER	234.76
158172	5/04	INLAND POWER SYSTEMS	630-09-50101-393-000	04/16-SE MATERIALS/S	25.57
158173	5/04	GILLIG CORPORATION	520-09-50201-347-000	04/16-BUS PARTS	1,806.00
158174	5/04	IAFF/NATIONWIDE	110-00-21574-000-000	4/16-30/16 CONTRIBS	18,894.39
158175	5/04	AIRGAS NORTH CENTRAL	206-02-52205-389-000	04/16 FD #3 INDUSTRI	134.82
158176	5/04	TACTRON INC	110-02-52206-366-000	NAME TAG SET	85.83

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT			
158177	5/04	RED THE UNIFORM TAILOR	110-02-52103-367-000	04/16 POLICE UNIFORM	590.78			
			110-02-52103-365-000	04/16 POLICE UNIFORM	327.75			
			110-02-52103-367-000	04/16 POLICE UNIFORM	231.88			
			110-02-52206-367-000	04/16 FD UNIFORMS	168.90			
			110-02-52206-367-000	04/16 FD UNIFORMS	168.90			
			110-02-52206-367-000	04/16 FD UNIFORMS	168.90			
			110-02-52206-367-000	04/16 FD UNIFORMS	168.90			
			520-09-50101-367-000	04/16 TD UNIFORM ITE	149.95			
			110-02-52103-365-000	04/16 POLICE UNIFORM	146.98			
			110-02-52103-365-000	04/16 POLICE UNIFORM	146.98			
			110-02-52103-365-000	04/16 POLICE UNIFORM	146.98			
			110-02-52103-365-000	04/16 POLICE UNIFORM	146.98			
			110-02-52206-367-000	04/16 FD UNIFORMS	126.95			
			110-02-52103-365-000	03/16 POLICE UNIFORM	107.80			
			110-02-52206-367-000	04/16 FD UNIFORMS	85.00			
			110-02-52206-367-000	04/16 FD UNIFORMS	82.45			
			110-02-52206-367-000	04/16 FD UNIFORMS	42.50			
				..... CHECK TOTAL	3,008.58		
			158178	5/04	UNITED HEALTHCARE INSURANCE	611-09-50101-155-518	05/16 PREMIUM	35,426.34
						611-09-50101-155-519	05/16 PREMIUM	3,911.04
611-09-50101-155-505	11/15 COBRA	482.35						
611-09-50101-155-505	10/15 COBRA	481.25						
611-09-50101-155-505	12/15 COBRA	478.50						
611-09-50101-155-519	04/16 ADJUSTMENTS	40.32CR						
611-09-50101-155-518	04/16 ADJUSTMENTS	365.22CR						
	..... CHECK TOTAL	40,373.94					
158179	5/04	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	04/16-30/16 CONTRIBS	17,472.88			
			110-00-21539-000-000	04/16-30/16 CONTRIBS	725.00			
				..... CHECK TOTAL	18,197.88		
158180	5/04	CLARK DIETZ, INC	405-11-51317-589-825	03/16 SERVICES	1,930.50			
158181	5/04	O'CONNELL, BERNADETTE	206-02-52205-219-000	04/15/16 EMS TRNG	225.00			
158182	5/04	PRAGAT, LLC	110-00-44204-000-000	CLASS A LIQ LICENSE	167.00			
158183	5/04	MARTINEZ, RICHARD	110-00-46394-000-000	APPLIANCE STICKER	15.00			

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
158184	5/04	STEWART, MICHAEL	110-00-44708-000-000	TAXI LICENSE	5.00
158185	5/04	IORIO, JAMES	110-00-44708-000-000	TAXI LICENSE	5.00
158186	5/04	WILLIAMS, DAVID	110-00-44709-000-000	BARTENDER LICENSE	50.00
158187	5/04	AIELLO, ELIZABETH	110-00-44709-000-000	BARTENDER LICENSE	50.00
158188	5/04	DESOTELL, AMBER	110-00-44709-000-000	BARTENDER LICENSE	50.00
158189	5/04	WILLIAMS, OCTAVIA	110-00-21904-000-000	B247530 PYMT	56.70
158190	5/04	TUCKER, TYRONA	110-00-46394-000-000	APPLIANCE STICKER	15.00
158191	5/04	CONTRERAS, DULCE	110-00-46580-000-000	BEACHHOUSE 10/1/16	450.00
			110-00-21905-000-000	BEACHHOUSE 10/1/16	250.00
			110-00-46532-000-000	BEACHHOUSE 10/1/16	25.00
				..... CHECK TOTAL	725.00
158192	5/04	PAWLOWSKI, ROBERT	110-00-21106-000-000	OVERPAY 2015 RE TAX	143.31
158193	5/04	MILLSAPS, NINA M.	611-09-50102-259-000	CORP CUP WELLNESS	413.56
			611-09-50102-259-000	BIKE & WALK TO WORK	71.74
			611-09-50102-259-000	CORP CUP WELLNESS	61.76
				..... CHECK TOTAL	547.06
158194	5/04	SALAS, DEBRA	110-01-50101-311-000	FRAMES	139.03
			110-01-51901-261-000	4/5/16 107 MILES	57.78
			110-01-51901-263-000	ELECTION SUPPLIES	19.46
				..... CHECK TOTAL	216.27
158195	5/04	LARSEN, GEORGE W.	110-02-52103-263-000	3/10/16-WINNEBAGO	12.00
158196	5/04	PATTON, PATRICK	110-02-52107-263-000	3/14-17/16-PEWAUKEE	32.00
158197	5/04	ALBRECHT, TREVOR	110-02-52107-263-000	3/14-17/16 -PEWAUKEE	32.00
158198	5/04	COOPER, DANIEL	110-02-52107-263-000	3/14-17/16 -PEWAUKEE	32.00
158199	5/04	ELM, MATTHEW G.	110-02-52103-263-000	4/21/16-WINNEBAGO	8.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
158200	5/04	BANDI, DANIEL	110-02-52107-263-000	3/14-17/16 -PEWAUKEE	32.00
158201	5/04	JURGENS, ADAM	110-02-52103-263-000	4/19/16 -WINNEBAGO	8.00
158202	5/04	MORETTI, PEP	110-02-52103-263-000	4/6/16 -WINNEBAGO	12.00
			110-02-52103-263-000	4/1-2/16-WINNEBAGO	12.00
				..... CHECK TOTAL	24.00
158203	5/04	GRABOT, TERRANCE	110-02-52103-263-000	3/10/16 -WINNEBAGO	12.00
158204	5/04	NELSON, MICHELLE	110-01-51201-323-000	WMCA MEMBERSHIP	50.00
158205	5/04	MURPHY, PAUL	110-02-52203-263-000	4/21-23/16-INDIANAPO	444.60
			110-02-52203-261-000	4/21-23/16-INDIANAPO	288.90
			110-02-52203-263-000	4/21-23/16-INDIANAPO	75.00
			110-02-52203-264-000	4/21-23/16-INDIANAPO	50.00
			110-02-52203-261-000	4/21-23/16-INDIANAPO	11.46
				..... CHECK TOTAL	869.96
158206	5/04	ROWLEY, DONALD D.	110-02-52103-263-000	4/21/16 -WINNEBAGO	8.00
158207	5/04	DONAHUE, ERIC	110-02-52103-263-000	4/20/16 -WINNEBAGO	8.00
158208	5/04	BALTES, JO	611-09-50102-259-000	CORP CUP PRIZES	46.56
158209	5/04	BARRIERE, ANTHONY	110-02-52103-263-000	4/19/16 -WINNEBAGO	8.00
158210	5/04	NICHOLS, DUSTY	110-02-52107-263-000	3/14-17/16 -PEWAUKEE	32.00
158211	5/06	CROWN TROPHY OF KENOSHA	110-03-53101-311-000	ALD NAMEPLATES	141.00
			110-01-50101-311-000	ALD NAMEPLATES	74.00
				..... CHECK TOTAL	215.00
158212	5/06	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	04/16 ST ELECTRICAL	298.50
			110-03-53109-375-000	04/16 ST ELECTRICAL	273.75
			110-03-53109-375-000	04/16 ST ELECTRICAL	53.84
			110-03-53109-374-000	04/16 ST ELECTRICAL	53.84
			110-03-53109-375-000	04/16 ST ELECTRICAL	10.53
			110-03-53109-375-000	04/16 ST ELECTRICAL	6.60
			110-03-53109-375-000	04/16 ST ELECTRICAL	6.12
			110-03-53103-375-000	04/16 ST ELECTRICAL	6.00
			 CHECK TOTAL	709.18

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
158213	5/06	INTERSTATE ELECTRIC SUPPLY	521-09-50101-375-000	04/16-AR ELECTRICAL	444.07
			521-09-50101-375-000	04/16-AR ELECTRICAL	435.12
			110-03-53109-374-000	04/16-ST ELECTRICAL	232.65
			110-03-53109-374-000	04/16-ST ELECTRICAL	232.65
			110-03-53109-374-000	04/16-ST ELECTRICAL	232.65
			110-03-53109-375-000	04/16-ST ELECTRICAL	64.27
			110-03-53109-374-000	04/16-ST ELECTRICAL	41.28
			110-03-53109-374-000	04/16-ST ELECTRICAL	12.97
			110-03-53109-374-000	04/16-ST ELECTRICAL	11.51
			110-03-53109-374-000	04/16-ST ELECTRICAL	3.14
			110-03-53109-375-000	04/16-ST ELECTRICAL	.81
				..... CHECK TOTAL	1,711.12
158214	5/06	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	CITY DEDCT	8,652.75
			110-00-21562-000-000	WATER DEDCT	3,100.62
			110-00-21562-000-000	MUSEUM DEDCT	15.00
				..... CHECK TOTAL	11,768.37
158215	5/06	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	1/12/16 WILBERT	2,815.55
			110-09-56405-161-000	3/7/16 GONZALES	989.38
				..... CHECK TOTAL	3,804.93
158216	5/06	TRAFFIC & PARKING CONTROL CO	110-03-53110-372-000	04/16 TRAFFIC SIGNS	70.70
158217	5/06	WILLKOMM INC., JERRY	630-09-50101-392-000	04/16-CE DIESEL FUEL	12,294.18
158218	5/06	PAYNE & DOLAN INC.	110-03-53103-355-000	03/16-ST ASPHALT MAT	2,746.80
158219	5/06	BECKER AWNING	110-02-52206-367-000	04/16 FD #4 TURNOUT	55.00
158220	5/06	BROOKS TRACTOR, INC.	630-09-50101-393-000	04/16 SE #2593 PARTS	1,731.37
			630-09-50101-393-000	04/16 SE #2448 PARTS	1,192.68
			630-09-50101-393-000	04/16 SE #2592 PARTS	276.87
			630-09-50101-393-000	04/16 SE PARTS & MAT	236.11
			630-09-50101-393-000	04/16 SE #2592 PARTS	139.86
			630-09-50101-393-000	04/16 SE #2593 PARTS	104.59
			 CHECK TOTAL	3,681.48
158221	5/06	DON'S AUTO PARTS	110-02-52203-341-000	04/16 FD PARTS & MAT	58.99

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
158222	5/06	FABICK	630-09-50101-393-000	04/16 SE #2887 PARTS	61.26
158223	5/06	GOODYEAR TIRE & RUBBER CO.	520-09-50106-346-000	04/16-TD TIRE LEASE	47.82
158224	5/06	TAYLOR, SUSAN K.	110-01-50101-219-000	CT REPORTER-4/11/16	150.00
158225	5/06	LARK UNIFORM, INC.	110-02-52103-367-000	04/16 #423 UNIFORM I	594.85
158226	5/06	CHASE BANK KENOSHA	110-00-21513-000-000	05/06/16 HRLY DEDCT	20,053.64
			110-00-21511-000-000	05/06/16 HRLY DEDCT	11,322.89
			110-00-21612-000-000	05/06/16 HRLY DEDCT	11,235.44
			110-00-21514-000-000	05/06/16 HRLY DEDCT	3,039.93
			110-00-21614-000-000	05/06/16 HRLY DEDCT	3,019.45
				..... CHECK TOTAL	48,671.35
158227	5/06	KENOSHA AREA BUSINESS	110-01-51301-264-000	REG FEE-J ANTARAMIAN	55.00
158228	5/06	OFFICEMAX	110-01-50101-311-000	04/16 CT #3391 OFFC	130.30
			110-01-52001-311-000	04/16 MC #3392 OFFC	120.74
			110-01-50101-311-000	04/16 CT #3391 OFFC	32.08
			110-01-51901-311-000	04/16 CT #3374 OFFC	10.66
			110-02-52103-311-000	04/16 PD #3395 OFFC	1.71
			110-02-52103-311-000	04/16 PD #3395 OFFC	1.71
				..... CHECK TOTAL	297.20
158229	5/06	LINCOLN CONTRACTORS SUPPLY	501-09-50105-282-000	04/16-ST TOOLS/SUPPL	183.12
158230	5/06	ALUMINUM FENCE CORPORATION	632-09-50101-246-000	FENCE REPAIRS	340.00
158231	5/06	GORDIE BOUCHER FORD	630-09-50101-393-000	REPAIRS TO FLT #3100	679.20
158232	5/06	IMAGE TREND, INC.	206-02-52205-219-000	RESCUE BRIDGE FEES &	23,930.00
158233	5/06	CONCRETE SPECIALTIES CO.	403-11-51102-588-000	04/16 ST STRUCTURES/	550.00
			403-11-51102-588-000	04/16 ST STRUCTURES/	341.00
			403-11-51102-588-000	04/16 ST STRUCTURES/	282.00
				..... CHECK TOTAL	1,173.00
158234	5/06	AECOM TECHNICAL SERVICES INC	496-11-50101-219-000	1/15-3/4 KEP DOC	1,877.21
			496-11-50101-219-000	1/15-3/4 KEP DOC	1,710.26
			 CHECK TOTAL	3,587.47

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
158235	5/06	ECO/SAFE PLUS, LLC	520-09-50201-382-000	04/16 TD MAINT/SUPPL	274.00
158236	5/06	CUMMINS NPOWER, LLC	520-09-50201-347-000	04/16 TD PARTS/SERVI	447.56
			520-09-50201-347-000	04/16 TD PARTS/SERVI	302.38
			520-09-50201-347-000	04/16 TD PARTS/SERVI	237.87
			520-09-50201-347-000	04/16 TD PARTS/SERVI	34.46
				..... CHECK TOTAL	1,022.27
158237	5/06	JOHNSON BANK	110-00-21532-000-000	CITY DEDCT	1,067.11
			110-00-21532-000-000	WATER DEDCT	643.65
				..... CHECK TOTAL	1,710.76
158238	5/06	MOHAWK MFG. & SUPPLY CO.	520-09-50201-347-000	04/16-BUS PARTS	534.00
158239	5/06	CHAPTER 13 TRUSTEE	110-00-21581-000-000	05/06/16 G GRANADO	104.00
			110-00-21581-000-000	05/06/16 D YOUNG	87.00
				..... CHECK TOTAL	191.00
158240	5/06	CENTRAL SAW AND MOWER	501-09-50106-344-000	04/16 PA PARTS & SER	93.64
			110-05-55109-344-000	04/16 PA PARTS & SER	31.76
				..... CHECK TOTAL	125.40
158241	5/06	STAPLES	110-02-52103-311-000	04/16-PD OFFICE SUPP	84.81
			110-01-50301-311-000	04/16-LE OFFICE SUPP	68.79
				..... CHECK TOTAL	153.60
158242	5/06	STATE BAR OF WISCONSIN	110-01-50301-322-000	04/16 LEGAL PUBLICAT	72.35
158243	5/06	R & R INDUSTRIES	501-09-50105-367-000	HOODED SWEATSHIRTS	737.53
158244	5/06	INDUSTRIAL ORGANIZATIONAL	110-01-51303-219-000	PD CHIEF ASSMT	5,266.68
			110-01-51303-219-000	PD CHIEF ASSMT	5,266.66
				..... CHECK TOTAL	10,533.34
158245	5/06	MEAK PLAYGROUND SURFACING	209-09-51601-219-000	DREAM PLAY TESTING	800.00
158246	5/06	WIS SCTF	110-00-21581-000-000	05/06/16 HRLY DEDCT	1,118.82
158247	5/06	BROCK-WHITE CO. OF WI., INC.	110-03-53109-373-000	COLUMN FORMS	1,067.60

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
158248	5/06	ACCELA INC DBA PUBLICSTUFF	110-03-53101-219-000	PUBLICSTUFF PRO	13,000.00
158249	5/06	WHOLESALE DIRECT INC	206-02-52205-344-000 630-09-50101-393-000	04/16 FD PARTS & MAT 04/16 CE PARTS/MATER CHECK TOTAL	816.64 296.63 1,113.27
158250	5/06	FOX VALLEY CHEMICAL CO	110-02-52203-382-000	04/16 FD #3 CONSUMAB	307.60
158251	5/06	WIS DEPT OF REVENUE	110-09-56507-259-000	SALES TAX	20,318.33
158252	5/06	ERICKSON AUTO TRIM	630-09-50101-393-000	04/16 SE #2061 UPHOL	250.00
158253	5/06	HASTINGS AIR ENERGY CONTROL	110-02-52203-246-000	04/16-FD PLYMOVENT R	293.00
158254	5/06	MUNCIE TRANSIT SUPPLY	520-09-50201-347-000 520-09-50201-347-000	04/16-BUS PARTS 04/16-BUS PARTS CHECK TOTAL	735.00 116.00 851.00
158255	5/06	BRUCE MUNICIPAL EQUIPMENT	630-09-50101-393-000	04/16 SE #3155 PARTS	46.74
158256	5/06	RED THE UNIFORM TAILOR	110-02-52206-367-000 110-02-52103-365-000 110-02-52103-367-000 110-02-52206-367-000 110-02-52206-367-000 110-02-52206-367-000 110-02-52206-367-000 110-02-52206-367-000 110-02-52206-367-000 110-02-52103-367-000	04/16 FD UNIFORMS 04/16 POLICE UNIFORM 04/16 POLICE UNIFORM 04/16 FD UNIFORMS 04/16 FD UNIFORMS 04/16 FD UNIFORMS 04/16 FD UNIFORMS 04/16 FD UNIFORMS 04/16 FD UNIFORMS 04/16 POLICE UNIFORM CHECK TOTAL	1,008.00 353.50 231.00 168.90 164.90 85.00 84.45 84.45 79.30 2,259.50
158257	5/06	BALL HORTICULTURE CO	110-05-55103-579-000 110-05-55103-353-000 110-05-55103-353-000 110-05-55103-353-000 110-05-55103-353-000 110-05-55103-353-000	BALE BREAKER MXR 04/16 PA FLOWERS, PL 04/16 PA FLOWERS, PL 04/16 PA FLOWERS, PL 04/16 PA FLOWERS, PL 04/16 PA CREDIT CHECK TOTAL	5,521.50 2,411.77 182.03 86.15 83.54 90.42CR 8,194.57
158258	5/06	IHC - KENOSHA RADIOLOGY LLC	110-09-56405-161-000 110-09-56405-161-000	3/7/16 GONZALES 3/3/16 DIBBLE CHECK TOTAL	63.00 50.40 113.40

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
158259	5/06	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	3/7/16 GONZALES	498.60
158260	5/06	UNITED OCC MEDICINE	110-09-56405-161-000	3/3/16 DIBBLE	271.80
158261	5/06	AURORA HEALTH CARE	110-09-56405-161-000	11/24/15 BARLETT	270.30
			110-09-56405-161-000	9/22/15 BARLETT	183.60
			110-09-56405-161-000	11/24/15 BARLETT	65.45
			110-09-56405-161-000	9/22/15 BARLETT	65.45
			110-09-56405-161-000	11/24/15 BARLETT	29.75
			110-09-56405-161-000	9/22/15 BARLETT	29.75
				..... CHECK TOTAL	644.30
158262	5/06	ADVANCED PAIN MANAGEMENT	110-09-56405-161-000	2/25/16 FITZGERALD	2,060.40
			110-09-56405-161-000	3/9/16 FITZGERALD	2,060.40
				..... CHECK TOTAL	4,120.80
158263	5/06	STUBBE AND ASSOCIATES	110-09-56405-161-000	3-4/16 BENVENUTO	201.30
158264	5/06	MH IMAGING KENOSHA	110-09-56405-161-000	4/15/16 FINLEY	1,234.00
158265	5/06	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000	12/3/15 BARLETT	3,948.78
158266	5/06	COMPTODAY	110-09-56405-161-000	2/5/16 ZURCHER	8.31
158267	5/06	WISCONSIN SPECIALTY SURGERY	110-09-56405-161-000	3/7/16 MENGO	20,784.69
158268	5/06	CADY, DR. CHARLES MD, SC	206-02-52205-219-000	04/16 MEDICAL DIRECT	5,971.92
158269	5/06	PAIN CENTERS OF WI KENOSHA	110-09-56405-161-000	3/9/16 FITZGERALD	3,028.50
158270	5/06	PREFERRED MEDICAL NETWORK	110-09-56405-161-000	4/12/16 MENGO	546.67
158271	5/06	PT PROS COMP LLC	110-09-56405-161-000	3/23/16 BARLETT	520.00
158272	5/06	IHC HOSPITALISTS LLC	110-09-56405-161-000	12/4/15 BARLETT	405.08
158273	5/06	UHS PHYSICIANS CLINIC	110-09-56405-161-000	2/3/16 DUFFY	133.00
158274	5/06	WISCONSIN HEALTH CENTER	110-09-56405-161-000	2/25/16 FITZGERALD	3,028.50

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
158275	5/06	KENOSHA SYMPHONY ORCHESTRA	222-09-50101-293-000	ANNUAL SUPPORT	5,000.00
158276	5/06	KOHN LAW FIRM S.C.	110-00-21581-000-000	05/06/16 F FABIANO	23.43
158277	5/06	IWEN-YOO, KATHLEEN	110-00-21106-000-000	2015 TAX-5503 6 AVE	928.19
158278	5/06	PACE, JANICE	110-00-21905-000-000	BEACH HOUSE-4/23/16	300.00
158279	5/06	UW PARKSIDE FOUNDATION	222-09-50101-259-000	SCHOLARSHIP-2ND INST	1,000.00
158280	5/06	DUGGER, HOLLI B	110-00-21111-000-000	COURT PYMT T533577	67.30
158281	5/06	RICCHIO, JEFFREY	110-00-21534-000-000	VISION PREMIUM	8.99
158282	5/06	JUDEIKA, STACY	110-00-46394-000-000	APPLIANCE STICKER	15.00
158283	5/06	ARO LOCK & DOOR	110-01-51601-219-000	SERVICE-6023 25 AVE	65.00
158284	5/06	SIMMONS, ELIZABETH	110-00-21905-000-000	BEACH HOUSE-4/22/16	300.00
158285	5/06	MARTINEZ, JAJAIRA	110-00-21111-000-000	COURT PYMT B248880	124.00
158286	5/06	GUADARRAMA, NICOLE	110-00-21111-000-000	COURT PYMT I704754	13.90
158287	5/06	SEARS HOLDINGS	110-00-21112-000-000	OVERPAY BEER/LIQ LIC	9.00
158288	5/06	OLIVE TREE RESTAURANT	110-00-21112-000-000	OVERPAY BEER/LIQ LIC	9.00
158289	5/06	NANKANA, INC	110-00-21112-000-000	OVERPAY BEER/LIQ LIC	9.00
158290	5/06	BIGLEY, CHRISTOPHER	110-02-52206-263-000	4/21-23 FD CONF	519.60
			110-02-52203-261-000	4/21-23 FD CONF	323.92
				..... CHECK TOTAL	843.52
158291	5/06	IWEN, RONALD	520-09-50101-389-000	RENEWAL OF CDL	74.00
158292	5/06	HIGGINS, MICHAEL	110-01-50901-261-000	WAAO MTG-3/7/16	56.16
			110-01-50901-264-000	WAAO MTG-3/7/16	40.00
			 CHECK TOTAL	96.16

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
158293	5/06	BENVENUTO, NICHOLAS	110-09-56405-166-000	4/8-5/8/16 PPD	1,395.33
			110-09-56405-161-000	11/15-4/16 MILEAGE	473.94
				..... CHECK TOTAL	1,869.27
158294	5/06	HAMILTON, WILLIE	110-02-52103-263-000	4/20/16-WINNEBAGO	8.00
158295	5/06	VANG, STEPHEN	110-02-52103-263-000	4/20/16-WINNEBAGO	8.00
158296	5/06	VOS, JOHN	110-02-52203-263-000	FDIC INT-4/21-23/16	75.00
			110-02-52203-264-000	FDIC INT-4/21-23/16	50.00
				..... CHECK TOTAL	125.00
158297	5/11	CROWN TROPHY OF KENOSHA	521-09-50101-311-000	WILLOUGHBY PLAQUE	68.00
158298	5/11	MACHINE SERVICES, INC.	520-09-50201-344-000	REBUILD DIFFERENTIAL	2,350.00
158299	5/11	HWY C SERVICE	521-09-50101-579-000	AGRIMETAL BLOWER	6,579.00
			110-03-53107-344-000	TOOLCAT REPAIRS	2,030.06
			630-09-50101-393-000	04/16-SE SERVICE/PAR	1,029.98
			501-09-50106-343-000	04/16-PA SERVICE/PAR	69.50
			521-09-50101-344-000	04/16-AR SERVICE/PAR	67.12
				..... CHECK TOTAL	9,775.66
158300	5/11	WIS DEPT OF REVENUE	110-09-56507-259-999	04/16 SALES TAX	3,293.90
158301	5/11	LAKESIDE STEEL & MFG. CO.	630-09-50101-393-000	04/16-CE#2308 MATERI	423.12
158302	5/11	KENOSHA COUNTY SHERIFF DEPT	110-02-52108-256-000	03/16 PRISONER MAINT	1,476.75
158303	5/11	MINNESOTA LIFE INSURANCE	110-00-21533-000-000	06/16 PREMIUM	12,082.03
			110-09-56304-156-000	06/16 PREMIUM	6,030.96
			110-00-15601-000-000	06/16 PREMIUM	1,550.16
			110-00-15201-000-000	06/16 PREMIUM	793.88
			520-09-50101-156-000	06/16 PREMIUM	391.61
			110-00-15202-000-000	06/16 PREMIUM	293.29
			631-09-50101-156-000	06/16 PREMIUM	173.08
			632-09-50101-156-000	06/16 PREMIUM	103.42
			110-00-14401-000-000	06/16 PREMIUM	89.28
			520-09-50105-156-000	06/16 PREMIUM	76.50
			521-09-50101-156-000	06/16 PREMIUM	65.87
			520-09-50201-156-000	06/16 PREMIUM	47.52
			630-09-50101-156-000	06/16 PREMIUM	32.21
			520-09-50301-156-000	06/16 PREMIUM	31.79
			501-09-50101-156-000	06/16 PREMIUM	31.02
			520-09-50401-156-000	06/16 PREMIUM	28.22
			520-09-50403-156-000	06/16 PREMIUM	26.67
			501-09-50103-156-000	06/16 PREMIUM	7.40
			 CHECK TOTAL	21,854.91

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
158304	5/11	KENOSHA COUNTY INTERFAITH	288-06-50610-259-000	#5923458 SUBGR AGMT	1,882.86
158305	5/11	TRAFFIC & PARKING CONTROL CO	110-03-53110-372-000 110-03-53109-373-000	SIGNS AND POSTS ALUMINUM NIPPLES CHECK TOTAL	4,837.50 418.48 5,255.98
158306	5/11	AMERICAN BOTTLING CO.	524-05-50101-397-000 524-05-50101-397-000	04/16 SOFT DRINKS 11/15 RETURN SOFT DR CHECK TOTAL	176.98 25.92CR 151.06
158307	5/11	C.J.W., INC.	524-05-50101-397-000	04/16-GO BEVERAGES	113.90
158308	5/11	AT&T	110-02-52203-225-000	4/22-5/21 REPEATER	413.26
158309	5/11	WISCONSIN SCREEN PROCESS, INC	110-02-52206-246-000	04/16-FD IDENTIFIERS	150.45
158310	5/11	OFFICEMAX	632-09-50101-311-000	04/16 SE #3394 OFFC	219.29
158311	5/11	CHEMSEARCH	630-09-50101-393-000	04/16 MATERIALS	211.01
158312	5/11	WIS DEPT OF TRANSPORTATION	631-00-13109-000-000	DOT PROJ 0663-22-56	70,444.04
158313	5/11	ZAK, PAUL	110-02-52203-165-000	05/16 BENEFITS	861.97
158314	5/11	PAT'S SERVICES, INC.	110-05-55108-282-000 205-03-53119-282-000	03/16-PETZKE PARK 3/22-4/18-COMPOST ST CHECK TOTAL	205.00 140.00 345.00
158315	5/11	LINCOLN CONTRACTORS SUPPLY	501-09-50105-361-000	04/16 ST TOOLS AND S	196.93
158316	5/11	HOLLAND SUPPLY, INC.	630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000 110-03-53107-389-000	04/16-CE HYDRAULIC F 04/16-CE#2061 HYDRAU 04/16-CE HYDRAULIC F 04/16-ST HYDRAULIC F CHECK TOTAL	291.67 144.90 143.96 143.68 724.21
158317	5/11	LEE'S RENT IT	501-09-50105-282-000	04/16 ST SUPPLIES &	544.35
158318	5/11	SOUTHPORT HEATING & COOLING	110-01-51801-241-000	04/16-MB HVAC, PLUMB	396.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
158319	5/11	KENOSHA HOUSING AUTHORITY	217-06-51617-259-000	#5923969- 6/16 RENT	15,133.00
158320	5/11	BELLE COFFEE SERVICE	524-05-50101-397-000	04/16 COFFEE/SUPPLIE	75.00
158321	5/11	UNISOURCE WORLDWIDE	630-09-50101-393-000	04/16 CE PAPER PRODU	5,132.16
158322	5/11	PAGEL HYDRAULIC SERVICE	630-09-50101-393-000	04/16 SERVICES/PART	425.00
158323	5/11	RUEKERT & MIELKE, INC.	403-11-51212-589-000	2/20-3/18 TASK 2	2,546.91
158324	5/11	US CELLULAR	110-01-51102-226-000 631-09-50101-226-000 110-01-51801-226-000 110-05-55101-226-000 501-09-50103-226-000 110-05-55101-226-000 501-09-50106-226-000 110-05-55101-226-000	04/16 DP-CELL/HOTSPT 04/16 EN-CELL AIRTM 3-4/16 MB CELL AIRT 04/16 PA-CELL AIRTM 04/16 SW-CELL AIRTM 04/16 PA-CELL AIRTM 04/16 SW-CELL AIRTM 04/16 PA-CELL AIRTM CHECK TOTAL	197.26 68.30 19.94 19.55 13.45 7.35 7.25 2.50 335.60
158325	5/11	VERIZON WIRELESS	227-09-50101-219-000	3/19-4/18 KEP LINE	39.52
158326	5/11	MALSACK, J	463-11-51402-219-000 463-11-51402-219-000 461-11-51501-581-000	SPRING CLEAN-UP D SPRING CLEAN-UP B SPRING CLEAN-UP C CHECK TOTAL	242.25 242.25 242.25 726.75
158327	5/11	STARK ASPHALT	403-11-51102-588-000 402-11-51201-585-000	FINAL-STORM SEWER FINAL-ALT. 2-RESURFA CHECK TOTAL	1,000.00 1,000.00 2,000.00
158328	5/11	TSI, INC	110-02-52203-235-000	CALIBRATION/CLEANIN	1,011.63
158329	5/11	MARTIN PETERSEN COMPANY, INC.	520-09-50201-246-000	HEATER REPAIR	1,144.00
158330	5/11	NIELSEN MADSEN & BARBER SC	405-11-51517-589-830	03/16 SERV-VELODROME	400.41
158331	5/11	OSI ENVIRONMENTAL INC	110-03-53117-253-000	04/16 WA REMOVAL SER	65.00
158332	5/11	CDW-G	110-01-51102-235-000 110-01-51102-539-000 520-09-50401-311-000 520-09-50401-311-000 110-01-51102-539-000 110-02-52206-366-000 110-01-51102-539-000 110-01-51102-539-000 110-02-52203-363-000	02/16 COMPUTER EQPT 01/16 COMPUTER EQPMT 02/16 COMPUTER EQPT 01/16 COMPUTER EQPMT 02/16 COMPUTER EQPT 04/16 COMPUTER EQPT 02/16 COMPUTER EQPT 02/16 COMPUTER EQPT 12/15 COMPUTER EQPT CHECK TOTAL	657.00 505.45 478.79 452.94 205.54 195.48 7.78 6.30 817.79CR 1,691.49

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
158333	5/11	MCI SERVICE PARTS INC.	520-09-50201-347-000	04/16 GMC COACH PART	215.99
158334	5/11	KIESLER'S POLICE SUPPLY, INC	110-02-52103-365-000	AMMUNITION	3,870.24
158335	5/11	WISCONSIN COMPRESSED AIR	632-09-50101-235-000	ANNUAL MAINTENANCE	735.93
158336	5/11	STAPLES	110-02-52103-311-000	04/16 PD MISC OFFICE	205.52
			110-02-52103-311-000	04/16 PD MISC OFFICE	145.99
			110-02-52103-311-000	02/16 PD MISC OFFICE	7.99
			110-02-52103-311-000	02/16 PD MISC OFFICE	3.79
			110-02-52201-311-000	02/16 FD RETURN MISC	8.10CR
				..... CHECK TOTAL	355.19
158337	5/11	GLEASON REDI-MIX	403-11-51202-588-000	04/16-ST CONCRETE MA	742.05
			403-11-51202-588-000	04/16-ST CONCRETE MA	721.44
			403-11-51202-588-000	04/16-ST CONCRETE MA	418.40
			403-11-51202-588-000	04/16-ST CONCRETE MA	317.35
				..... CHECK TOTAL	2,199.24
158338	5/11	INNOVATIVE FLOORS	758-09-51607-259-000	6105 25 AVE CLEAN	210.00
			217-06-51613-259-000	#5922112- CLEANING	210.00
				..... CHECK TOTAL	420.00
158339	5/11	MSC INDUSTRIAL SUPPLY	630-09-50101-393-000	04/16-CE FASTENERS	1,024.59
158340	5/11	U-HAUL CORPORATE SALES	630-09-50101-393-000	04/16-SE#2986 PROPAN	51.68
158341	5/11	MENARDS (KENOSHA)	110-05-55109-344-000	04/16-PA MERCHANDISE	163.01
			110-05-55109-344-000	03/16-PA MERCHANDISE	130.43
			110-05-55109-244-000	04/16-PA MERCHANDISE	119.88
			110-05-55109-344-000	04/16-PA MERCHANDISE	114.93
			110-05-55109-246-000	04/16-PA MERCHANDISE	113.61
			110-05-55109-343-000	04/16-PA MERCHANDISE	54.99
			110-05-55109-343-000	04/16-PA MERCHANDISE	44.98
			110-03-53110-389-000	04/16-ST MERCHANDISE	37.27
			110-03-53110-361-000	04/16-ST MERCHANDISE	31.38
			110-05-55109-344-000	04/16-PA MERCHANDISE	31.16
			110-03-53110-389-000	04/16-ST MERCHANDISE	21.52
			110-01-51801-389-000	04/16-MB MERCHANDISE	10.97
			110-05-55109-344-000	03/16-PA MERCHANDISE	8.98
			110-05-55109-344-000	03/16-PA MERCHANDISE	7.58
			501-09-50105-361-000	04/16-ST MERCHANDISE	7.18
			 CHECK TOTAL	897.87

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
158342	5/11	SAFELITE AUTOGLASS	630-09-50101-393-000	04/16 SE #2967 GLASS	150.00
158343	5/11	ENVIRONMENTAL SYSTEMS	501-09-50103-233-000 501-09-50106-233-000 110-01-51601-233-000	PRIMARY MAINTENANCE WEB ACCESS PRIMARY MAINTENANCE CHECK TOTAL	10,550.00 10,000.00 1,350.00 21,900.00
158344	5/11	LEXIS NEXIS RISK SOLUTIONS	110-02-52101-219-000	03/16 SEARCHES/LOCAT	52.00
158345	5/11	WHOLESALE DIRECT INC	206-02-52205-344-000	04/16-FD PARTS/MATER	312.14
158346	5/11	URBAN LEAGUE OF RACINE AND	288-06-50602-259-000	#5923451/2 SUBG AGM	1,792.15
158347	5/11	GILLIG CORPORATION	520-09-50201-347-000 520-09-50201-347-000 520-09-50201-347-000 520-09-50201-347-000 520-09-50201-347-000	04/16-BUS PARTS 04/16-BUS PARTS 04/16-BUS PARTS 04/16-BUS PARTS 04/16-BUS PARTS CHECK TOTAL	1,758.43 1,686.00 616.55 356.20 102.86 4,520.04
158348	5/11	RIMKUS, JASON	761-09-50101-261-000	228 MILES MADISON	123.12
158349	5/11	RIMKUS, JASON	761-09-50101-155-000	03/16 WPS HEALTH INS	319.36
158350	5/11	AIRGAS NORTH CENTRAL	206-02-52205-389-000	04/16 FD #5 INDUSTRI	50.37
158351	5/11	AURORA HEALTH CARE	110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000	2/17-24/16 K BROWN 3/14/16 DAHL 3/9/16 DIBBLE 3/12/16 DAHL CHECK TOTAL	595.00 190.40 190.40 151.30 1,127.10
158352	5/13	A & B/ARO LOCK	110-01-51801-389-000	04/16 MB SUPPLIES &	4.00
158353	5/13	BLOWER, JOHN JR	761-09-50101-233-000 761-09-50101-312-000	WEBSITE/DOMAIN WEBSITE/DOMAIN CHECK TOTAL	508.19 1.36 509.55
158354	5/13	WE ENERGIES	110-03-53109-221-000 110-05-55109-221-000	04/16-STREETLIGHTING 04/16-STREETLIGHTING CHECK TOTAL	62,719.02 258.48 62,977.50

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
158355	5/13	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	04/16-ST ELECTRICAL	288.29
			110-03-53109-374-000	04/16-ST ELECTRICAL	129.36
			110-05-55109-344-000	03/16-PA ELECTRICAL	78.84
			110-03-53109-374-000	04/16-ST ELECTRICAL	64.68
			110-03-53109-374-000	04/16-ST ELECTRICAL	49.80
			110-03-53109-374-000	04/16-ST ELECTRICAL	44.82
			110-03-53109-375-000	04/16-ST ELECTRICAL	26.97
			110-03-53109-374-000	04/16-ST ELECTRICAL	14.94
				..... CHECK TOTAL	697.70
158356	5/13	WAUKESHA CO TECH COLLEGE	110-02-52107-264-000	3/14-17/16-FTO SPVSR	1,850.00
158357	5/13	ICMA RETIREMENT TRUST	110-00-21572-000-000	05/01-15/16 CONTRIB	55,379.38
			110-00-21599-000-000	05/01-15/16 CONTRIB	9,935.64
			110-00-21524-000-000	05/01-15/16 CONTRIB	410.00
				..... CHECK TOTAL	65,725.02
158358	5/13	LAKESIDE STEEL & MFG. CO.	205-03-53119-357-000	04/16-ST LABOR/MATER	105.00
158359	5/13	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	05/13/16 CITY SAL	29,911.29
			110-00-21562-000-000	05/13/16 CITY HRLY	8,652.75
			110-00-21562-000-000	05/13/16 WATER SAL	5,704.00
			110-00-21562-000-000	05/13/16 LIBRARY SL	4,398.00
			110-00-21562-000-000	05/13/16 WATER HRLY	3,100.62
			110-00-21562-000-000	05/13/16 MUSEUM HRLY	15.00
				..... CHECK TOTAL	51,781.66
158360	5/13	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	05/13/16 CITY SAL	677.31
			110-00-21541-000-000	05/13/16 LIBRARY SL	236.00
			110-00-21541-000-000	05/13/16 WATER SAL	138.75
				..... CHECK TOTAL	1,052.06
158361	5/13	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	1/13/16 MENGO	1,645.47
			110-09-56405-161-000	2/29/16 MENGO	1,088.19
			110-09-56405-161-000	2/4/16 MENGO	172.30
				..... CHECK TOTAL	2,905.96
158362	5/13	KENOSHA NEWS	110-01-50101-321-000	04/16 ZO 3.03 B	37.20
			110-01-50101-321-000	04/16 ZO 14.07 B10	33.78
			110-01-50101-321-000	4/18 1ST READ ORDS	27.13
			 CHECK TOTAL	98.11

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
158363	5/13	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	05/13/16 CITY SAL	81,684.00
			110-00-21563-000-000	05/13/16 WATER SAL	40.00
				..... CHECK TOTAL	81,724.00
158364	5/13	WE ENERGIES	110-03-53109-221-000	#16 03/21-04/20	2,725.46
			110-03-53109-221-000	#15 03/13-04/12	1,356.65
			110-03-53109-221-000	#16 03/16-04/17	959.02
			110-03-53109-221-000	#16 03/20-04/19	927.63
			110-05-55109-221-000	#15 03/11-04/12	914.96
			110-02-52203-221-000	#16 03/16-04/15	781.66
			110-03-53109-221-000	#15 03/10-04/11	760.11
			110-02-52203-221-000	#16 03/16-04/17	533.23
			110-03-53109-221-000	#16 03/14-04/13	514.25
			110-05-55109-221-000	#16 03/21-04/20	474.34
			110-03-53109-221-000	#16 02/23-03/23	442.01
			524-05-50101-221-000	#15 03/10-04/11	422.76
			110-03-53109-221-000	#15 03/08-04/07	372.86
			110-05-55109-221-000	#15 03/10-04/11	314.83
			110-05-55103-222-000	#15 03/08-04/07	312.31
			110-03-53103-221-000	#16 03/15-04/14	307.84
			110-05-55109-221-000	#16 03/15-04/15	258.46
			110-05-55109-222-000	#15 03/10-04/11	235.92
			110-03-53103-221-000	#15 03/08-04/07	224.99
			110-03-53109-221-000	#15 03/09-04/10	199.54
			110-05-55109-221-000	#16 03/20-04/19	190.88
			110-03-53109-221-000	#15 03/06-04/05	169.17
			110-02-52203-222-000	#16 03/15-04/14	163.64
			110-05-55102-221-000	#16 03/18-04/19	152.21
			110-03-53109-221-000	#16 03/15-04/14	142.33
			110-03-53109-221-000	#15 02/12-04/11	122.30
			524-05-50101-222-000	#15 03/10-04/11	118.67
			110-02-52203-222-000	#16 03/16-04/17	107.71
			110-03-53109-221-000	#16 02/18-04/19	97.07
			110-05-55109-221-000	#16 03/15-04/14	87.75
			110-05-55109-221-000	#16 03/16-04/15	82.45
			110-05-55102-221-000	#15 03/13-04/12	78.93
			110-05-55102-221-000	#15 03/10-04/11	77.11
			110-05-55102-221-000	#16 03/17-04/18	74.57
			110-05-55109-221-000	#15 03/13-04/12	71.20
			110-05-55109-222-000	#16 03/15-04/14	70.17
			110-05-55102-221-000	#15 03/04-04/05	66.14
			110-05-55108-221-000	#15 02/14-04/13	65.06
			110-05-55109-221-000	#15 03/14-04/13	56.05
			110-03-53109-221-000	#15 03/15-04/14	55.91
			110-05-55109-221-000	#16 03/18-04/19	53.26
			110-05-55109-221-000	#16 03/14-04/13	50.27
			110-03-53109-221-000	#16 03/22-04/21	44.49
			632-09-50101-221-000	#16 03/21-04/20	42.64
			110-03-53109-221-000	#15 03/07-04/06	41.75

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-05-55109-221-000	#15 03/09-04/10	41.70
			110-05-55102-221-000	#15 02/11-04/13	39.56
			110-05-55109-221-000	#15 03/09-04/08	38.00
			519-09-50106-221-000	#16 03/15-04/15	35.49
			110-05-55102-221-000	#15 02/12-04/13	34.26
			110-05-55109-221-000	#16 03/17-04/18	17.59
			110-05-55108-221-000	#15 03/10-04/11	17.33
			110-05-55109-221-000	#16 03/14-04/13	16.52
			110-05-55109-221-000	#16 03/22-04/21	16.37
			110-05-55108-221-000	#15 03/14-04/13	16.37
			110-05-55109-222-000	#15 03/13-04/12	14.61
			110-05-55109-222-000	#15 03/14-04/13	9.90
				..... CHECK TOTAL	15,618.26
158365	5/13	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	05/13/16 H TOLBERT	235.01
158366	5/13	DATA FINANCIAL BUSINESS	110-01-51201-232-000	05/16 CT OFFICE EQUI	129.00
158367	5/13	PAYNE & DOLAN INC.	110-03-53103-355-000	04/16-ST ASPHALT MAT	2,668.80
158368	5/13	REINDERS INC.	110-05-55109-343-000	03/16-PA PARTS/SERVI	373.22
			110-05-55109-343-000	04/16-PA PARTS/SERVI	178.38
			110-05-55109-343-000	04/16-PA PARTS/SERVI	140.17
			110-05-55109-343-000	04/16-PA PARTS/SERVI	113.12
				..... CHECK TOTAL	804.89
158369	5/13	WISCONSIN FUEL & HEATING	630-09-50101-392-000	04/16-CE DIESEL FUEL	13,034.93
			630-09-50101-393-000	04/16-CE LUBRICANTS/	554.05
				..... CHECK TOTAL	13,588.98
158370	5/13	BADGER PRESS, INC.	110-01-51301-311-000	04/16 AD PRINT SERVI	328.27
158371	5/13	STANDARD COMPANIES	630-09-50101-393-000	04/16-SE SHOP WIPES/	2,200.32
158372	5/13	KENOSHA WATER UTILITY	110-00-46908-999-000	HYDRANT DMG-12/11/15	306.79
158373	5/13	KENOSHA WATER UTILITY	110-00-21913-000-000	03/16 TEMP PERMITS	34,038.08
			110-00-21914-000-000	03/16 BILL COLLECT	5,246.72
			 CHECK TOTAL	39,284.80

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
158374	5/13	BATTERIES PLUS LLC	110-02-52103-385-000	04/16 PD BATTERIES &	130.45
			110-02-52203-344-000	04/16 FD BATTERIES &	35.88
			110-02-52103-385-000	04/16 PD BATTERIES &	19.98
				..... CHECK TOTAL	186.31
158375	5/13	CHASE BANK KENOSHA	110-00-21513-000-000	05/13/16 DEDUCTS	223,396.68
			110-00-21511-000-000	05/13/16 DEDUCTS	86,978.28
			110-00-21612-000-000	05/13/16 DEDUCTS	86,977.83
			110-00-21514-000-000	05/13/16 DEDUCTS	27,487.14
			110-00-21614-000-000	05/13/16 DEDUCTS	27,486.82
				..... CHECK TOTAL	452,326.75
158376	5/13	FEDEX	110-01-51306-312-000	04/16-CDW RETURN SHI	22.87
158377	5/13	FIREFIGHTERS ASSOC/KENOSHA	110-00-21515-000-000	05/13/16 SAL DEDUCT	4,285.00
158378	5/13	HOLLAND SUPPLY, INC.	630-09-50101-393-000	04/16 CE- FITTINGS	129.24
			520-09-50201-347-000	04/16 TD-PARTS,HOSE	111.70
			630-09-50101-393-000	04/16 CE-FITTINGS	110.74
			520-09-50201-347-000	04/16 TD-PARTS,HOSE	17.67
				..... CHECK TOTAL	369.35
158379	5/13	KENOSHA FIREFIGHTER C.A.R.E.	110-00-21564-000-000	05/13/16 SAL DEDUCT	1,095.00
158380	5/13	EMS MEDICAL BILLING ASSOC.	206-02-52205-219-000	1-3/16 BILLING FEES	38,894.99
			206-02-52205-219-000	12/15 BILLING FEE	13,587.72
			206-02-52205-219-000	1-2/16 COLL FEE	10,811.63
			206-02-52205-219-000	12/15 COLL FEE	2,305.89
			206-02-52205-219-000	11/15 COLL FEE	1,943.40
			110-00-46209-999-000	1-3/16 BILLING FEES	1,408.07
			110-00-46209-999-000	1-2/16 COLL FEE	793.12
			110-00-46209-999-000	12/15 BILLING FEE	264.69
			110-00-46209-999-000	11/15 COLL FEE	22.98
				..... CHECK TOTAL	70,032.49
158381	5/13	SIGNARAMA	110-02-52103-344-000	VEHICLE GRAPHICS -	399.00
158382	5/13	IMAGE TREND, INC.	110-02-52203-316-000	RESCUE MAP SOFTWARE	4,500.00
158383	5/13	ACCURATE PRINTING CO., INC.	110-02-52201-311-000	04/16 FD-BUS CARDS	78.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
158384	5/13	REGISTRATION FEE TRUST	110-09-56519-909-000	TITLE/REG FLT 3348	74.50
			110-09-56519-909-000	TITLE/REG FLT 3347	74.50
			110-09-56519-909-000	TITLE/REG FLT 3349	74.50
				..... CHECK TOTAL	223.50
158385	5/13	CONCRETE SPECIALTIES CO.	403-11-51102-588-000	04/16 ST STRUCTURES/	682.00
			403-11-51102-588-000	04/16 ST STRUCTURES/	452.00
			403-11-51102-588-000	04/16 ST STRUCTURES/	282.00
			403-11-51102-588-000	04/16 ST STRUCTURES/	282.00
			403-11-51102-588-000	04/16 ST STRUCTURES/	188.00
				..... CHECK TOTAL	1,886.00
158386	5/13	BENDLIN FIRE EQUIPMENT CO.	110-02-52203-344-000	04/16 FD PARTS/MATER	152.50
			110-02-52203-344-000	04/16 FD PARTS/MATER	51.31
				..... CHECK TOTAL	203.81
158387	5/13	SERWE IMPLEMENT MUNICIPAL	630-09-50101-393-000	04/16-SE#2283 PARTS/	408.43
158388	5/13	KENOSHA HOUSING AUTHORITY	217-06-52602-259-000	#5924701 04/16	1,147.52
158389	5/13	UNITED HOSPITAL SYSTEM	110-02-52102-219-000	MED REC-#15-079940	68.18
158390	5/13	HOERNEL LOCK & KEY, INC.	110-02-52103-344-000	04/16 PD-LOCKS/KEYS	206.52
158391	5/13	FIRE-RESCUE SUPPLY, LLC	414-11-51601-574-000	TNT RESCUE TOOLS	9,201.00
			414-11-51601-574-000	TNT RESCUE TOOLS	6,900.00
				..... CHECK TOTAL	16,101.00
158392	5/13	SHRED-IT USA	110-01-51801-246-000	03/16 MB COLLECT/SHR	187.50
			110-02-52101-219-000	04/16 PURGE SERVICE	29.43
				..... CHECK TOTAL	216.93
158393	5/13	FRONTIER	110-02-52203-225-000	4/22-5/21/16 FIRE	49.55
158394	5/13	WASTE MANAGEMENT OF WI	110-03-53117-253-416	04/16 1152.9 TONS	29,606.47
			110-03-53117-253-416	04/16 WDNR TONNAGE	14,987.70
			501-09-50104-253-000	04/16 106.05 TONS	2,723.36
			110-03-53117-253-417	04/16 92.33 TONS	2,371.03
			110-03-53117-253-417	04/16 12 PULLS	2,212.56
			501-09-50104-253-000	04/16 WDNR TONNAGE	1,378.65
			110-03-53117-253-417	04/16 WDNR TONNAGE	1,200.29
			110-03-53117-253-416	04/16 FUEL SURCHARGE	1,104.36
			110-03-53117-253-417	05/16 COMPACTOR RENT	762.16
			110-03-53117-253-416	04/16 ENVIRO SURCHG	330.00
			110-03-53117-253-417	04/16 FUEL SURCHARGE	170.42
			501-09-50104-253-000	04/16 FUEL SURCHARGE	100.43
			110-03-53117-253-417	04/16 ENVIRO SURCHG	72.00
			501-09-50104-253-000	04/16 ENVIRO SURCHG	42.00
			 CHECK TOTAL	57,061.43

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
158395	5/13	JENSEN TOWING	110-02-52103-219-000	04/16 16-056745 TOW	55.00
			110-02-52103-219-000	04/16 16-051185 TOW	55.00
				..... CHECK TOTAL	110.00
158396	5/13	DIAMOND BUSINESS GRAPHICS	110-01-51101-311-000	PURCHASE ORDERS	428.89
158397	5/13	INSTY-PRINTS	110-01-51601-311-000	04/16 CD-DOOR HNGRS	179.03
158398	5/13	PELION BENEFITS, INC.	110-00-21517-000-000	05/01-15/16 DEDUCTS	5,164.16
158399	5/13	WIS DEPT OF REVENUE	761-00-21512-000-000	04/16-KCM DEDUCTS	267.00
158400	5/13	SAFE ABATEMENT FOR EVERYONE	415-11-51503-219-000	EST 1 THRU 4/7/16	4,186.65
158401	5/13	JX PETERBILT	630-09-50101-393-000	04/16 PARTS/SERVICE	185.45
			630-09-50101-393-000	03/16 PARTS RETURN	118.02CR
				..... CHECK TOTAL	67.43
158402	5/13	KENOSHA ELECTRIC MOTOR	110-05-55109-361-000	1 MILW 3/4" DRILL	350.00
158403	5/13	JOHNSON BANK	110-00-21532-000-000	05/13/16 CITY SAL	27,217.20
			110-00-21532-000-000	05/13/16 WATER SAL	3,775.83
			110-00-21532-000-000	05/13/16 LIBRARY SAL	1,255.00
			110-00-21532-000-000	05/13/16 CITY HRLY	1,067.11
			110-00-21532-000-000	05/13/16 WATER HRLY	643.65
				..... CHECK TOTAL	33,958.79
158404	5/13	CDW-G	110-01-51102-539-000	04/16 DP COMPUTER EQ	590.30
			110-01-51102-539-000	04/16 DP COMPUTER EQ	557.05
			110-01-51102-539-000	04/16 DP COMPUTER EQ	383.19
			110-01-51102-539-000	04/16 DP COMPUTER EQ	67.27
			110-01-51102-539-000	04/16 DP COMPUTER EQ	28.13
				..... CHECK TOTAL	1,625.94
158405	5/13	CHAPTER 13 TRUSTEE	110-00-21581-000-000	05/13/16 W HAMILTON	743.00
			110-00-21581-000-000	05/13/16 A MARTINEZ	310.00
			110-00-21581-000-000	05/13/16 G GRANADO	104.00
			110-00-21581-000-000	05/13/16 D YOUNG	87.00
			 CHECK TOTAL	1,244.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
158406	5/13	GLEASON REDI-MIX	403-11-51202-588-000	04/16 CONCRETE MTRL	1,348.86
			403-11-51202-588-000	04/16 CONCRETE MTRL	812.30
			403-11-51202-588-000	04/16 CONCRETE MTRL	782.00
			403-11-51202-588-000	04/16 CONCRETE MTRL	406.15
			403-11-51202-588-000	04/16 CONCRETE MTRL	275.00
			403-11-51202-588-000	04/16 CONCRETE MTRL	150.00
				..... CHECK TOTAL	3,774.31
158407	5/13	MAYER REPAIR	110-02-52203-344-000	04/16-FD SERVICE, PAR	946.22
158408	5/13	LOGISTICS PLUS	205-03-53118-219-000	04/16-TIRE RECYCLING	1,339.00
			205-03-53118-219-000	04/16-TIRE RECYCLING	1,339.00
			205-03-53118-219-000	04/16-WA TIRE RECYCL	1,339.00
				..... CHECK TOTAL	4,017.00
158409	5/13	MENARDS (KENOSHA)	110-05-55109-244-000	04/16-PA MERCHANDISE	231.84
			110-02-52203-382-000	04/16-FD MERCHANDISE	105.93
			110-02-52203-353-000	04/16-FD MERCHANDISE	65.91
			110-03-53103-389-000	04/16-ST MERCHANDISE	39.87
				..... CHECK TOTAL	443.55
158410	5/13	UST FIRE APPARATUS	110-02-52203-344-000	04/16-FD REPAIR PART	84.23
158411	5/13	DOBBERSTEIN LAW FIRM, LLC	110-00-21581-000-000	05/13/16 L DIETRICK	254.73
158412	5/13	PREMIUM WATERS, INC	761-09-50101-389-000	05/16-WATER COOLER	7.95
158413	5/13	CENTRAL HIGH SCHOOL	110-00-21812-000-000	2015 TAX ROLL STLMT	65,487.83
158414	5/13	BRISTOL SCHOOL DISTRICT #1	110-00-21811-000-000	2015 TAX ROLL STLMT	91,528.78
158415	5/13	WIS SCTF	110-00-21581-000-000	05/13/16 SAL DEDUCT	10,528.15
			110-00-21581-000-000	05/13/16 HRLY DEDCT	1,333.28
				..... CHECK TOTAL	11,861.43
158416	5/13	MILLER HYDRAULIC SERVICE INC	630-09-50101-393-000	STEERING GEAR	382.84
158417	5/13	HARKINSON CONSULTING, LLC	110-01-51601-264-000	T GELICHE 5/24-25	375.00
158418	5/13	NORTHCENTRAL TECHNICAL	110-02-52107-264-000	5/16 TACTICAL TRNG	420.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
158419	5/13	BJELAJAC, JOHN M	110-01-50901-219-000	DAIRYLAND MEDIATION	1,133.00
158420	5/13	KIEFER, ADOLPH & ASSOCIATES	110-05-55111-389-000	04/16 POOL ITEMS	1,700.82
158421	5/13	MOTION INDUSTRIES	520-09-50201-347-000	04/16-TD MERCHANDISE	624.92
158422	5/13	ALARM DETECTION SYSTEMS INC	524-05-50101-219-000	GLF CRSE MONITORING	350.21
158423	5/13	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	05/13/16 H MARTIN	375.00
158424	5/13	SAFELITE AUTOGLASS	630-09-50101-393-000 630-09-50101-393-000	04/16 SE #2889 GLASS 04/16 SE #3120 GLASS CHECK TOTAL	290.89 103.99 394.88
158425	5/13	TIME WARNER CABLE	520-09-50301-233-000 110-01-51102-233-000 611-09-50102-259-000 524-05-50101-219-000 521-09-50101-219-000	4/28-5/27-TD-ROADRUN 05/16-AR-ROADRUNNER 4/28-5/27 STATIC IP 05/16-GO CABLE SERV. 05/16-AR CABLE CONTR CHECK TOTAL	179.99 139.95 35.00 33.50 16.98 405.42
158426	5/13	RADISSON PAPER VALLEY HOTEL	110-02-52107-263-000	4-SCHOOL RESOURCE	552.00
158427	5/13	PARIS JT. 1 SCHOOL DISTRICT	110-00-21813-000-000	2015 TAX ROLL STLMT	6,285.32
158428	5/13	MCDEVITT'S TOWING	110-02-52103-219-000	04/16-SQD#3168 TOWIN	15.00
158429	5/13	LAKESHORE BID DISTRICT	110-00-21815-000-000	2016 ASSESSMENT	26,666.67
158430	5/13	FOX VALLEY TECHNICAL COLLEGE	110-02-52107-264-000	FTO CERT BAUER	2,075.00
158431	5/13	ERICKSON AUTO TRIM	630-09-50101-393-000	04/16 SE UPHOLSTERY	1,000.00
158432	5/13	LAKESIDE OIL/WORLD FUEL	520-09-50106-341-000	04/16-TD DIESEL FUEL	12,751.25
158433	5/13	RIMKUS, JASON	761-09-50101-111-000 761-00-21514-000-000 761-00-21599-000-000 761-00-21512-000-000 761-00-21511-000-000 761-00-21513-000-000	5/1-15/16 SERVICES 5/1-15/16 SERVICES 5/1-15/16 SERVICES 5/1-15/16 SERVICES 5/1-15/16 SERVICES 5/1-15/16 SERVICES CHECK TOTAL	2,001.28 29.02CR 100.06CR 100.70CR 124.08CR 236.00CR 1,411.42

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
158434	5/13	PIRO, RALPH	761-09-50101-111-000	5/1-15/16 SERVICES	948.80
			761-00-21514-000-000	5/1-15/16 SERVICES	13.76CR
			761-00-21599-000-000	5/1-15/16 SERVICES	25.00CR
			761-00-21512-000-000	5/1-15/16 SERVICES	32.80CR
			761-00-21511-000-000	5/1-15/16 SERVICES	58.83CR
			761-00-21513-000-000	5/1-15/16 SERVICES	81.00CR
				..... CHECK TOTAL	737.41
158435	5/13	IAFF/NATIONWIDE	110-00-21574-000-000	05/01-15/16 CONTRIB	18,544.39
158436	5/13	FLANNERY FIRE PROTECTION INC	632-09-50101-235-000	04/16 SE ANNUAL INSP	340.00
			501-09-50105-246-000	04/16 SW INSPECTIONS	112.50
				..... CHECK TOTAL	452.50
158437	5/13	AIRGAS NORTH CENTRAL	520-09-50201-317-000	04/16 TD INDUSTRIAL	294.77
158438	5/13	BAYCOM	717-09-50101-365-000	ARBITRATOR KIT	7,050.00
			422-11-51501-511-000	RELOCATE REPEATER	3,200.00
				..... CHECK TOTAL	10,250.00
158439	5/13	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	05/01-15/16 CONTRIB	8,177.39
			110-00-21539-000-000	05/01-15/16 CONTRIB	725.00
				..... CHECK TOTAL	8,902.39
158440	5/13	SPORTS PHYSICAL THERAPY CNTR	110-09-56405-161-000	12/2/15 LENCI	299.00
158441	5/13	BYKOWSKI, JAMES, D.C.	110-09-56405-161-000	5/2/16 KOPP	35.00
158442	5/13	IOD INCORPORATED	110-09-56405-161-000	5/2/16 PUNTILLO	8.39
158443	5/13	IHC - KENOSHA RADIOLOGY LLC	110-09-56405-161-000	2/29/16 MENG0	63.00
158444	5/13	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	3/25/16 MENG0	318.60
158445	5/13	UNITED OCC MEDICINE	110-09-56405-161-000	3/1/16 NIEBUHR	175.50
158446	5/13	AURORA HEALTH CARE	110-09-56405-161-000	1/31/16 NIEBUHR	459.00
			110-09-56405-161-000	1/31/16 NIEBUHR	386.75
			 CHECK TOTAL	845.75

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
158447	5/13	ATHLETIC & THERAPEUTIC INST.	110-09-56405-161-000	11/19/15 FINLEY	413.63
158448	5/13	OCCUCARE SYSTEMS & SOLUTION	110-09-56405-161-000	9/21/15 LENCI	865.80
			110-09-56405-161-000	9/18/15 LENCI	803.77
			110-09-56405-161-000	9/8/15 LENCI	673.27
			110-09-56405-161-000	9/4/15 LENCI	573.27
				..... CHECK TOTAL	2,916.11
158449	5/13	ENCORE UNLIMITED LLC	110-09-56405-161-000	4/5-30/16 KOPP	376.95
158450	5/13	UHS PHYSICIAN CLINIC	110-09-56405-161-000	2/29/16 MENGO	313.12
158451	5/13	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000	2/9/16 BRENNAN	123.20
			110-09-56405-161-000	2/23/16 BRENNAN	72.80
				..... CHECK TOTAL	196.00
158452	5/13	COMPTODAY	110-09-56405-161-000	2/26/16 MENGO	287.06
			110-09-56405-161-000	1/18/26 MENGO	44.87
				..... CHECK TOTAL	331.93
158453	5/13	MSC GROUP INC.	110-09-56405-161-000	12/3/15 BARLETT	1,084.60
158454	5/13	PREFERRED MEDICAL NETWORK	110-09-56405-161-000	4/20/16 MENGO	220.81
			110-09-56405-161-000	4/27/16 MENGO	55.86
				..... CHECK TOTAL	276.67
158455	5/13	PRPA, BRANKO MD	110-09-56405-161-000	3/22/16 MENTO	3,797.55
			110-09-56405-161-000	2/16/16 MENGO	333.85
				..... CHECK TOTAL	4,131.40
158456	5/13	KOHN LAW FIRM S.C.	110-00-21581-000-000	05/13/16 F FABIANO	23.43
158457	5/13	EHMKE, KEVIN	110-00-21106-000-000	2015 RE TAX OVERPAY	121.30
158458	5/13	MAX MANAGEMENT, LLC	110-00-21112-000-000	SPCL ASMT 6100 22 AV	12.94
158459	5/13	WILLEMS, CLETUS	501-00-13114-000-000	STORM WATER CHARGES	17.72
158460	5/13	PFUFF, DALE & SHIRLEY	110-00-21106-000-000	2015 RE TAX OVERPAY	336.82

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
158461	5/13	PANTELOPOULOS, KONSTANINOS	110-00-21106-000-000	2015 TAX-4326 30 AV	730.52
158462	5/13	ECKMAN, BRENT	110-00-21111-000-000	COURT PYMT W112652	3.30
158463	5/13	GARCIA-CASCO, DARMIN	110-09-56404-719-000	VEH DMG 1/12/16	664.53
158464	5/13	KIDS CASTLE, LLC	110-00-44109-000-000	STREET CLOSING	45.00
158465	5/13	WEIDE, JESSI J	110-00-44709-000-000	BARTENDER LICENSE	75.00
158466	5/13	MATTHEWS, GLEN S	110-00-45103-000-000	FINE PYMT V997939	10.32
			110-00-21901-000-000	FINE PYMT V997939	2.68
				..... CHECK TOTAL	13.00
158467	5/13	GARCIA, PETER	110-00-46521-000-000	FOREST PARK PRACTICE	100.00
158468	5/13	CINEMARK USA, INC	110-00-21112-000-000	AMUSEMENT DEVICE	60.00
158469	5/13	HOUGH, NANCY	501-00-13114-000-000	STORM WATER FEES	46.62
158470	5/13	HETLET, BRADLEY A.	110-02-52107-263-000	3/22-23-DES PLAINES	40.00
158471	5/13	HAMM, THOMAS R.	110-02-52107-263-000	4/27-28 APPLETON	37.00
158472	5/13	REINING, BRIAN F.	110-01-51601-261-000	1-3/16 100 MILES	54.00
158473	5/13	SWARTZ, MARTHA E.	110-01-51601-261-000	04/16 55 MILES	29.70
158474	5/13	CRUEY, EDWARD	110-01-50901-261-000	04/16 54 MILES	29.16
158475	5/13	STROUF, JAMES D	110-00-21581-000-000	GARNISHMENT/RELEASED	583.15
			110-00-21581-000-000	GARNISHMENT RELEASED	582.36
				..... CHECK TOTAL	1,165.51
158476	5/13	HAMILTON, WILLIE	110-02-52103-263-000	5/03-4/16 WINNEBAGO	12.00
			110-02-52103-263-000	4/29-30 WINNEBAGO	12.00
			110-02-52103-263-000	4/27-28 WINNEBAGO	12.00
				..... CHECK TOTAL	36.00
158477	5/13	SANCHEZ, MARGARITO	110-01-51601-261-000	04/16 121 MILES	65.34

START DATE FOR SUMMARY: 5/01 END DATE FOR SUMMARY: 5/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
158478	5/13	SCHAAL, TIMOTHY	110-02-52107-263-000	3/22-23 DES PLAINES	40.00
158479	5/13	KREIN, JAMES J	110-02-52103-263-000	5/1/16-WINNEBAGO	8.00
158480	5/13	JURGENS, ADAM	110-01-51303-144-000	SPRING 2016 TUITION	2,044.00
158481	5/13	DILLHOFF, AARON	110-02-52107-263-000	3/22-23 DES PLAINES	40.00
158482	5/13	NELSON, MICHELLE	110-01-51901-261-000	4/16 180 MILES	97.20
158483	5/13	MOORE, MICHAEL	110-01-51601-261-000	04/16 133 MILES	71.82
158484	5/13	NEWHOUSE, ROBERT	110-01-51601-261-000	04/16 87 MILES	46.98
158485	5/13	FITZGERALD, TRAVIS A	110-09-56405-161-000	1/25-2/25/16 MILEAGE	119.03
158486	5/13	SORENSEN, DANIEL	110-02-52103-263-000	5/3-4 WINNEBAGO	12.00
158487	5/13	KUKOWSKI, ASHLEY	110-02-52103-263-000	5/1/16-WINNEBAGO	8.00
158488	5/13	KERKMAN, MERRIL	524-05-50101-311-000	GOLF CRSE-SHOPKEEP	258.00
158489	5/13	KROENING, DOUG	110-01-51601-261-000	04/16 84 MILES	45.36
158490	5/13	MORRISSEY, KYLE	110-02-52103-263-000	4/29-30 WINNEBAGO	12.00
158491	5/13	MACCARI, DANIEL	110-02-52103-263-000	4/14/16-WINNEBAGO	8.00
158492	5/13	BAUGHER, ANDREW	110-02-52103-263-000	4/19/16 WINNEBAGO	12.00
			110-02-52103-263-000	4/20/16 WINNEBAGO	8.00
				..... CHECK TOTAL	20.00
158493	5/13	KATH, RICHARD	110-01-51601-261-000	04/16 30 MILES	16.20
158494	5/13	HOOPER, HANNAH	110-02-52103-263-000	4/19/16-WINNEBAGO	8.00
GRAND TOTAL FOR PERIOD *****					2,383,993.91

June 2, 2016

To: David F. Bogdala, Chairperson, Public Works Committee

Cc: Jesse Downing, District 17

From: Shelly Billingsley, MBA, PE
Director of Public Works



Subject: Kenosha County Public Works Department Permit to Excavate and/or Fill on Highway Right-of-Way (Reconstruction of CTH N (38th Street) from 128th Avenue east to West Frontage Road of I-94)

BACKGROUND INFORMATION

The Development Agreement between the City of Kenosha, the Kenosha Water Utility, Bridge Kenosha LLC, and Route 142 LLC for the property generally located south of STH 142 and West of the West Frontage Road has the requirement that Bridge Kenosha LLC reconstruct CTH N (38th Street) from 128th Avenue East to the West Frontage Road. This section of CTH N is under the jurisdiction of Kenosha County. The County is requiring that the City apply for this permit, which is necessary for the reconstruction. The Permit imposes conditions of future maintenance on the City.

RECOMMENDATION

Staff recommends approval

KENOSHA COUNTY PUBLIC WORKS DEPARTMENT
PERMIT TO EXCAVATE AND/OR FILL ON HIGHWAY RIGHT OF WAY

NAME and ADDRESS OF PERMITTEE: City of Kenosha 625 52 nd Street Kenosha, WI 53140	PURPOSE OF PROPOSED WORK: Reconstruction of CTH "N" WORK COMPLETION DATE: December 31, 2016 COUNTY: Kenosha NUMBER OF LANES TO BE PROVIDED FOR TRAFFIC: Closed during construction
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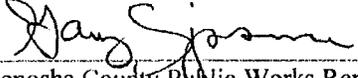
DETAILED DESCRIPTION OF WORK LOCATION: CTH "N" (38th Street) from 128th Avenue including westerly approach to the West Frontage Road of I-94.

The proposed work has been inspected by a representative of the Kenosha County Public Works Department. As provided by Section 86.07(2), Wisconsin Statutes, a permit therefore is granted, subject to the plans and project supporting documents of "38th Street & 128th Avenue" as submitted by Pinnacle Engineering to the Kenosha County Department of Public Works on May 13, 2016 and to the following conditions and any attached hereto:

1. Proper barricades, signs, flags, lights, and flag men shall be provided and maintained at all locations where construction and maintenance work interferes with normal traffic use of the highway. All marking and signing providing for traffic control purposes including detour route signing shall conform to the standards and specifications of the current issue of the FHWA Manual on Uniform Traffic Control Devices, including State of Wisconsin Supplement.
2. The applicant, his successors or assigns, agrees to hold harmless Kenosha County and its duly appointed agents and employees against any action for personal injury or property damage sustained by reason or exercise of this permit.
3. The proposed construction and the exercise of this permit shall conform to the requirements of the Wisconsin Statutes, and to any regulations imposed by any legally constituted body having jurisdiction.
4. The Kenosha County Public Works Department reserves the right to make such changes, additions, and relocations within statutory limits on the right of way as may, at any time, be considered necessary to permit the relocation, reconstruction, widening, and maintaining of the highway, or to provide proper protection to life and property on the highway.
5. The entire cost of constructing, maintaining, removing, altering or replacing the facility installed under this permit shall be the sole responsibility of the applicant. The applicant shall be responsible for all routine highway maintenance activities involving the permitted work on the highway.
6. All damages to the highway shall be repaired, and the roadway surface, shoulders, slopes, ditches, etc. shall be constructed to a condition acceptable to the Kenosha County Public Works Department representative at the sole cost and expense of the applicant.
7. Where the permitted work involves open trenching and/or tunneling, temporary sheeting and shoring shall be used as necessary to prevent soil caving.

The Kenosha County Public Works Department shall have access to the work at all times for the purpose of inspection. The completed work, including highway restorations, shall be acceptable to the Public Works Director or his authorized representative.

Approved:

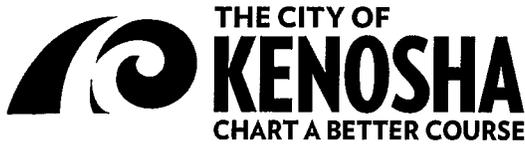


Kenosha County Public Works Representative

Date: MAY 16, 2016

City of Kenosha Representative

Date: _____



SHELLY BILLINGSLEY, MBA, PE
Director of Public Works

April 28, 2016

To: David F. Bogdala, Chairperson, Public Works Committee
Eric Haugaard, Chairperson, Park Commission

From: Shelly Billingsley, MBA, PE *Shelly Billingsley*
Director of Public Works

Subject: Acceptance of Project 13-1414 Washington Velodrome Resurfacing

Location: 1901 Washington Road

Please be advised that the above referenced project has been satisfactorily completed by Rasch Construction & Engineering, Inc., Kenosha, Wisconsin. This project consisted of erosion control, demolition, grading, earthwork, concrete, asphalt, fencing, storm sewer, and site restoration.

It is recommended that the project be accepted in the final amount of \$670,002.27. Original contract amount was \$683,205.70 for the base bid less Alternate 2 (Drainage) amount of \$73,868.45, less Alternate 3 (Replace asphalt track with concrete track) amount of \$10,013.60 for a total of \$599,323.65 plus \$89,676.35 in contingency for unforeseen conditions (if needed), for total award amount of \$689,000.00. Funding is from CIP Line Item PK-11-001.

SAB/kjb